

SANDSTONE CITY COUNCIL
WEDNESDAY – FEBRUARY 7, 2018
6:00 p.m.
AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Additions or Corrections to the Agenda
5. Petitions or Complaints by Residents and/or Council members
(Comments from Visitors must be informational in nature and not exceed (5) minutes per person. The City Council generally will not engage in a discussion or debate in those five minutes but will take the information and find answers if that is appropriate. It is unacceptable for any speaker to slander or engage in character assassination at a public City Council meeting.)
6. Public Hearing: None
7. Special Item of Business: None
8. Consent Agenda:
 - a. Approval of Meeting Minutes: January 17, 2018 (pgs. 3-8)
9. Old & Continuing Business:
 - a. Sandstone History and Art Center Update (pg. 9)
 - b. Resolution 20180207-01 Certifying Charges against 309 Park Avenue (pgs. 10-15)
10. New Business
 - a. Agreement for Prosecution Services for 2018 (pgs. 16-19)
 - b. BCA Master Joint Powers Agreement and Court Amendment (pgs. 20-37)
 - c. City Administrator 6-month Evaluation
11. Reports
 - a. Fire Department Report
 1. Appoint New Firefighters (pg. 38)
 2. Fire Relief Association Meeting Update (pgs. 39-41)
 3. 2018 Fire Formula (pgs. 42-51)
 - b. Library Report (pg. 52)
 - c. EDA Meeting – January 24, 2018 (pgs. 53-55)
 - d. PeopleService Report – December, 2017 (pgs. 56-60)
 - e. Building Inspection Report – December 15, 2017 through January 15, 2018 (pg. 61)
 - f. Financial Reports
 1. Vendor Approval Summary Report – January 18, 2018 (Paid Claims) (pg. 62)
 2. A/P Clerk Claims – January 18, 2018 – February 7, 2018 (Unpaid Claims) (pgs. 63-68)
12. Written Notices and Communications
 - a. NLX Letter dated January 24, 2018 (pg. 69)
 - b. NLX Letter dated January 29, 2018 (pg. 70)
 - c. Whole Community Long-Term Recovery from Disaster Workshops (pg. 71-72)
13. Administrator’s Report
14. Adjourn

UPCOMING MEETINGS

February 5 3:00 p.m. – Sandstone History and Art Center Meeting

February 5 7:00 p.m. – ECRDC Region 7E Broadband Round Table Discussion

February 6 11:00 a.m. – Webinar re CoCoa Compost Company

February 7 4:00 – 5:00 p.m. – Personnel Committee Meeting
5:00 – 5:30 p.m. – City Administrator Evaluation
6:00 p.m. – City Council Meeting

February 8 9:00 a.m. – 3:00 p.m. – International Economic Development Conference - Mora

February 9 8:00 a.m. – Park & Rec Commission Meeting

February 9 9:00 a.m. – Pine County Housing Plan Kick-off Meeting

February 14 Noon – Sandstone Area Chamber of Commerce Meeting

February 14 7:00 p.m. – Planning Commission Meeting

February 20 4:30 p.m. – Library Board

February 21 9:00 a.m. – Old Highway 61 Meeting

February 21 2:00 p.m. – NLX Technical Advisory Committee Meeting - Duluth

February 21 6:00 p.m. – City Council Meeting

February 22 2:00 p.m. - 8:00 p.m. – SCDP Appointments

February 23 10:00 a.m. – GPS 45:93 Meeting – North Branch

February 27 6:30 p.m. – Hospital District Meeting

February 28 10:00 a.m. – NLX Alliance Meeting

February 28 6:00 p.m. – EDA Meeting

March 1 3:30 – 6:00 p.m. - Whole Community Long-Term Recovery from Disaster Workshop

**Sandstone City Council Meeting Minutes
January 17, 2018**

CALL TO ORDER: 6:00 p.m.

ROLL CALL: Kester, Franklin, Spartz, Devlin and Palmer

Members absent: none

Staff present: Administrator George and Recording Secretary Nelson

Others present: Greg Anderson, SEH; Nick Eberhardt, Sandstone Fire Department; Melissa & Randy Springer and Craig Thorvig

PLEDGE OF ALLEGIANCE:

Council, guests and staff recite pledge of allegiance.

ADDITIONS OR CORRECTIONS TO THE AGENDA

Motion Palmer, second Franklin to approve the agenda with moving of the Fire Department report to the beginning of the agenda and adding 8(b)(iv) Income Reuse Plan. Motion carried 5-0.

PETITIONS OR COMPLAINTS BY RESIDENTS AND/OR COUNCIL MEMBERS:

One of the council members asked if it was necessary to look at snow removal from downtown sidewalks. The Administrator stated that the issue has been resolved.

PUBLIC HEARING: none

SPECIAL ITEMS OF BUSINESS:

River Bluff Project – Neighborhood Meeting (7:00 p.m.)

The purpose of this meeting was to talk to the neighborhood early in the design phase to find out if there are things that the residents would like to have included in the design and to answer residents' questions. Greg Anderson with SEH went over the design and the stages of the project. It would encompass replacing the sanitary sewer from a manhole that's down in the woods along the highway, come up the alley north of 4th, and continue up from 4th and River Bluff to 5th. All of the clay sewer will be replaced with PVC sewer and concrete manholes would be installed. The service lines will be replaced from the street to the right of way. The water main in 4th and River Bluff will be replaced with new 6" pipe. When the water main is replaced, the services will be replaced as well – fire hydrants and the valves on each end. New curbs and gutter will be installed.

The Mayor asked about the possibility of narrowing the road – right now the streets is 35 ft. Parking is often done off street and it could be difficult to make turns for large vehicles such as buses. One of the residents has a day care and worries about the parents picking up and dropping off the children. The standard width of a residential street is 32 ft. Driveway cuts could be done as part of the project.

The Administrator explained the policy regarding assessments. Maintenance items would not be assessed; new and improvement items would be and because this project is a maintenance issue, the costs would not be assessed to residents. One of the residents asked about the alley that washes out after heavy rains. Anderson explained that could be part of the project. The Administrator asked about the grade of the alleys. One option is to create an inverted crown so that the water runs to the center. It's harder to plow during the winter and paving the alleys could be considered an improvement; therefore, assessments may be considered.

The time span of the project would probably be a couple of months. The neighborhood would be on temporary water supply for about a month. The water is tested before being run to the homes and there is no usage restriction on it. Parking on the street would not be possible for a week while the driveways are done. The construction schedule could be aligned to the school schedule so that the school buses won't be a problem. Accessibility to homes will be a problem during the day while the work is being done in the roadway– the contractors can work around the day care schedule but taking a stroller over the gravel will be very difficult. One of the residents asked if it would be possible to arrange temporary parking up at the apartment parking lot. The city doesn't own that property.

There was discussion regarding what happens if the contractor finds a non-compliant water or sewer line. There were questions regarding catch basins and about drainage going into the woods. If residents are wanting to have their driveways paved, they can contact the paving contractor during the project. The homeowners discussed right of way, fencing and landscaping with Anderson. SEH can come out in the spring and put up flags to indicate where the digging will take place. Anything within five feet of the curb is likely to be dug up.

SEH will be back at the second meeting in February once easement issues, street width and impacts are resolved and the project can go out for bid after that. The Administrator and Anderson discussed the three top projects on the City's list (water plant, tower line and hospital line) and how they might be scheduled. The water main looping projects will have to wait on funding. It was noted that the US Army Corps of Engineers 569 program is not available this year. The City is preparing to move the projects from the Public Facilities Authority's Project Priority List to the Intended Use Plan. Depending on how the projects score, some low interest loan funding may be available.

CONSENT AGENDA:

The requirements of the Small Cities Development Program require the City to adopt several new policies.

Motion Franklin, second Palmer to approve the following Consent Agenda items:

Approval of Meeting Minutes: January 3, 2018,

Small Cities Development Program Policies:

Prohibition of Excessive Force Policy,

Certification for a Drug-Free Workplace,

Small Cities Development Program – Income Reuse Plan 2017, and

Residential Anti-Displacement and Relocation Assistance Plan. Motion carried 5-0.

OLD & CONTINUING BUSINESS: None

NEW BUSINESS:

City Ordinance 20180117-01 rescinding City Code Section 1320 – Driver's Licenses and Registration of Motor Vehicles – The Administrator stated that registration of Motor Vehicles and Driver's License Requirements are administered by the State and enforced by law enforcement officers. This section of Code is unnecessary.

Motion Kester, second Spartz to approve Ordinance 20180117-01 rescinding City Code Section 1320 – Driver's Licenses and Registration of Motor Vehicles. Motion carried 5-0.

City Ordinance 20180117-02 rescinding City Code Section 911.03, Subd 2 – Dog Registration Required - During discussions about the Fee Schedule, consensus of the Council was to discontinue issuing dog licenses. The city code was originally aimed at making sure that animals had their rabies vaccinations.

Motion Palmer, second Spartz to approve Ordinance 20180117-02 rescinding City Code Section 911.03, subd 2 – Dog Registration Required. Motion carried 5-0.

City Ordinance 2018117-03 rescinding City Code Section 1160.13 – Contributions to City (Gambling) - During discussions about the Fee Schedule, consensus of the Council was to no longer require ten cents of each dollar of profits from lawful gambling conducted within the City be pledged and annually contributed to the City for use in lawful purposes.

Motion Palmer, second Spartz to approve Ordinance 20180117-03 rescinding City Code Section 1160.13. Motion carried 5-0.

City Ordinance 20180117-04 rescinding City Code Sections 305.31, 305.33, 305.35, 305.37 - During discussions about annual appointments to various boards and commissions, consensus of the Council was to eliminate the following boards or commissions:

- 305.31 – Community Development Advisory Commission
- 305.33 – Kettle River Center Advisory Board
- 305.35 – Golf Course Advisory Board
- 305.37 – Community Festival Advisory Committee

Motion Kester, second Spartz to approve Ordinance 20180117-04 rescinding city Code Sections 305.31, 305.33, 305.35 and 305.37. Motion carried 5-0.

REPORTS:

Fire Department – Firefighter Nick Eberhardt attended the Council Meeting to provide a report on this month's activities. The Department had one car fire in a Township that was in the ditch and it was successfully extinguished. A training company, Fire, Inc., will come in on a monthly basis to conduct required training. This will allow for a greater variety of topics to be covered. A training burn is scheduled for March 10th.

There were questions regarding the ATV that was procured last year, whether it had it been used. Eberhardt stated that they did use it when they had a missing child and it was helpful. It is on a one-year lease but it usually gets traded in at between 3-6 months. The company is already leasing out 4 and they have a limit of 5, so it may take longer to trade out to a newer model.

The hockey rink was brought up by the Mayor. Firefighters and community volunteers worked on spreading out the liner and flooding the rink on December 30. When the liner was being unrolled, a 12' gash was discovered. They proceeded with flooding the rink, using flex tape to close up the gash. Blue Lake Plastics was contacted; however, they claim that the installers caused the problem. Firefighters went to flood it again on January 8 and found that someone had been skating on the rink and they tore the liner by the gate; therefore, the firefighters did not attempt to flood. Now, the snow that came yesterday will have to be cleared off the rink before any more flooding can occur.

Eberhardt plans to attend the 2nd Council Meeting each month to report on the Fire Department. Council Members expressed their appreciation for the monthly reports.

The Fire Relief Association is planning their annual gathering. Current and past firefighters are invited for an evening of socializing and dining. This year, likely in July, the Fire Department would like to hold the event at the Fire Hall. The meal would be catered. They would like to make alcohol

available. A liquor license is not required for a private party – not open to the general public. City Codes do not address alcohol on City-owned property. City Code 815.05 Subd 7 does prohibit liquor and beer in parks unless the Council issues a special permit.

The subject was raised on who would take a fire call if the fire department members were drinking alcohol. Devlin explaining that the local fire departments are on standby, backing each other up during functions such as this.

Motion Franklin, second Spartz to approve the Relief Association having their annual gathering at the Fire Hall and making alcohol available. Motion carried 4-0 with Devlin abstaining because he is the President of the Sandstone Fire Relief Association.

Library Report

The Library had 1,189 visitors in December and hosted two book clubs and a story time for the kids each week. The Friends of the Library are planning activities for 2018. Staff received lots of “Thank you” Christmas goodies this past season.

Park & Rec Commission Meeting – January 12

Commission Vacancy

With Tesla Chester resigning, the Commission is one member short. They are actively searching for a Junior or Senior High School student to fill the vacancy.

Special Event Permit for Boy Scout Troop 67

The boy scouts from Troop 67 are going to kayak the Kettle River June 8 – 10 and would like to camp at Robinson Park. The Commission recommended approval of the Special Event Permit for Boy Scout Troop 67 with the following conditions:

- Fires are only allowed in fire pits, as follows:
 - 1 existing fire ring across from the bathroom by the picnic pavilion
 - 3 existing fire rings in the camping areas
- Cutting of trees for firewood is not allowed;
- Designate an area for vehicle parking, with signage;
- Portage only to camp sites – no vehicles;
- The Sheriff’s Department should be made aware of the event.

Motion Franklin, second Palmer to approve the Boy Scout Special Event Permit with the aforementioned conditions. Motion carried 5-0.

Devlin asked about inspection forms for Robinson and Johnson parks. The staff put together monthly inspection forms for the parks and each commission member took responsibility for one.

Other Items:

The Park & Rec Commission is also:

- Considering areas for group camping at Robinson Park;
- Supportive of the Kettle River Mural Project possibly locating in Train Park;
- Not supportive of charging fees for commercial use of City Parks, other than Robinson Park, at this time;
- Working on a grant application for this year’s Legacy Grant program for Robinson Park;
- Working with BNSF regarding the acquisition of the Angle Park property.

Planning Commission Meeting – January 10, 2018

City Council Meeting Agenda – February 7, 2018

Keeping of Chickens

The Planning Commission has been working on an ordinance that would allow the keeping of chickens in the Low-Density Residential District (R-1), Medium-Density Residential District (RM), and High-Density Residential District (R-2/RH) with certain limitations. One council member asked as to where the discussion started on raising chickens in the City. The Administrator was presented a situation in August 2017 regarding a homeowner raising chickens. Because there are many communities that allow the raising of chickens within their limits, the Administrator approached the Planning Commission for their help in determining what would be best for Sandstone. The Planning Commission took on the task of drafting an ordinance regulating the keeping of chickens and amending the City Codes that addressed definitions and farm animals. The ordinance will be enforced by City staff.

The Public Hearing notice was published in the December 28 and January 4 editions of the *Pine County Courier*. The Public Hearing was held on January 10. No comments from the public were offered. The Commissioners further discussed the draft ordinance and made a couple of changes. The Planning Commission recommends the City Council adopt:

- City Ordinance 20180117-05 adding City Code 911.14 – Keeping of Chickens
- City Ordinance 20180117-06 approving summary publication of City Code 911.14
- City Ordinance 20180117-07 amending City Code 911.01 – Definitions
- City Ordinance 20180117-08 amending City Code 911.07 – Farm Animals

Motion Palmer, second Spartz to adopt ordinance 20180117-05, 20180117-06, 20180117-07 and 20180117-08. Motion carried 3-2 with Spartz and Devlin opposing.

Other Items:

The Planning Commission also:

- Closed the Public Hearing on the proposed Heliport Ordinance, taking no action at this time as the draft ordinance has not been presented;
- Decided to proceed with updating the City's Zoning Code without the aid of a consultant.

Financial Reports

The Council reviewed the Cash Balance, Revenue & Expenditure Report for December, the Vendor Approval Summary Report – January 3, 2018 (Paid Claims), the A/P Clerk Claims – January 4, 2018 through January 17, 2018, and the Morgan Stanley Account Statement for December.

Motion Devlin, second Franklin, to approve payment of claims as presented. Motion passed 5-0.

WRITTEN NOTICES AND COMMUNICATIONS:

A thank you note from Eagles Teens in Action (ETA) for letting them use the sledding hill.

The council members have been invited to ECRDC – Region 7E Legislative Round Table on Broadband Internet on Monday February 5, 2018 at 7 p.m. in Mora.

ADMINISTRATOR'S REPORT: The Administrator reported on the following items.

Small Cities Development Program (SCDP)

On January 11th, appointments were held with six homeowners; four qualified immediately, two others have some additional work they will need to be done to qualify. On January 25th, appointments are set up with seven additional homeowners. One business qualified which was Ace Hardware.

2018 Governor's Deer Opener

The Administrator has reached out to Hinckley Convention & Visitors Bureau. Tim, from the Bureau, met with Councilor Franklin to discuss what they have planned thus far. Their plan is to encourage

visitors to shop local by rewarding them with discounted show tickets if they purchase items from two of the local communities before the event.

Highway 123 – FY2021 Project

Meeting is January 18 at 11:00 a.m. Topics will include a sidewalk to Chris' Foods and Cost Participation.

The council members discussed the bike trails, how they will be affected and what the City is responsible for.

East Central Housing Organization (ECHO) Meeting – January 4th

Small group attended; discussion about various housing efforts in the region. Cloquet had a small cities grant and they turned the money back.

Sandstone History & Art Center Meeting – January 8

The group has been doing some rearranging inside the building and are investing about \$1,700 in new carpeting. With discussions on reviving The Rock, can they assume to remain in the building for now? The council will discuss this at the next meeting.

Housing Institute – January 9-10

Councilor Palmer, Deputy Clerk Jackson and Administrator George attended in Detroit Lakes. They met with funders - MN Housing Finance Agency, Greater MN Housing Fund, USDA Rural Development, DEED and Federal Home Loan Bank. They did a concept paper and pitched the Revive the Rock idea and there were many people who were excited about it. They learned about a Capacity Building Fund, which is a grant of up to \$40,000 with no match that could pay for the city to hire someone to investigate what worked and what didn't work in other communities that have redeveloped historical buildings. A council member inquired as to whether there has been any more discussion with Jack Allen. He did stop by City Hall while the Administrator was out; she will follow up.

FCI Community Relations Board Meeting – January 11

It was a good time to meet the new warden. The Administrator shared information regarding phosphorus limits for the treatment plant and various housing initiatives.

ECRDC Administrator's Lunch Meeting – January 12

This is a quarterly meeting. They reviewed LocationOne Information System (LOIS) – an online user friendly system to publish the availability of commercial buildings. They also received presentations from MN PFA and DEED Workforce Strategy.

Old Highway 61 Meeting – January 17

Working on marketing strategies – brochure, website, newsletter, etc.

Performance Review Due – 6 months

Set date and procedure. Some council members felt the forms were a little awkward. The Mayor has tweaked them and will share those with the Council. February 7th was set as the date for the review, with the Personnel Committee meeting from 4:00 – 5:00 to consolidate the input received from each Councilor. The full Council will meet from 5:00 – 5:30 to review the information. The Performance Review with the Administrator will then take place from 5:30 – 6:00, before the regular council meeting.

ADJOURN

Motion Kester, second Franklin to adjourn at 7:44 p.m. Motion carried 5-0.

City Council Meeting Agenda – February 7, 2018

CITY OF SANDSTONE
Memorandum

TO: City Council
FROM: Kathy George, City Administrator
DATE: February 7, 2018
SUBJECT: Sandstone History and Art Center (SHAAC) Update

BACKGROUND: Previously, the Council agreed to continue the relationship with the Sandstone History and Art Center, allowing them to operate in the City-owned building located at 402 Main Avenue through May 2018.

The SHAAC board is planning to spend about \$1,700 on new carpeting in the building.

The City has been exploring the possibility of acquiring the old, old school building (The Rock). If this effort moves forward, the SHAAC is a potential tenant, along with the Sandstone Library.

ATTACHMENTS None

STAFF RECOMMENDATION: Review the current arrangement and consider extending the agreement to allow the Sandstone History and Art Center to continue to occupy 402 Main Avenue while the City explores options for The Rock building.

ACTION REQUIRED: Motion _____, second _____
Approved _____ Denied _____ Other _____

CITY OF SANDSTONE
Memorandum

TO: Mayor and City Council
FROM: Kathy George, City Administrator
DATE: February 7, 2018
SUBJECT: Assessment for Water Line Repairs and Tree Removal Charges –
309 Park Avenue

BACKGROUND: The City received a Petition and Waiver Agreement form from Gleeta Friesendahl, property owner of 309 Park Avenue. The water lines had been inoperable since 2014, and there were 2 trees in the yard that had fallen and 1 tree that was getting ready to fall. The Friesendahl's requested the City's assistance to address these problems. The City agreed to construct the project and assess the charges to their property taxes. The project was completed by Double W Tree Service, Drilling Electric, and Drilling Plumbing & Heating.

The total amount expended by the City was \$5,665. Donations in the amount of \$1,377 were received from the Sandstone Lions, Quarry Lions, and various individuals to help offset the cost to the Friesendahl's, bringing the total amount to be assessed to \$4,288. The proposed term of the assessment is 10 years, at 6.5% interest (which is 2% over Prime).

ATTACHMENTS Resolution 20180207-01

STAFF
RECOMMENDATION: Review and Approve

ACTION REQUIRED: Motion _____, second _____
Approved _____ Denied _____ Other _____

RESOLUTION NO. 20180207-01

**A RESOLUTION CERTIFYING CHARGES FOR
REPAIR OF WATER LINES AND REMOVAL OF TREES**

WHEREAS, pursuant to Petition and Waiver Agreement executed by Gleeta Friesendahl, the City Council has authorized the work to be done; and

WHEREAS, said work was completed by Double W Tree Service, Drilling Electric, and Drilling Plumbing & Heating; and

WHEREAS, the City received donations in the amount of \$1,377 for assistance to repair water lines and remove trees which will be used to off-set the expenses incurred for these projects.

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

Such proposed certification of charges for repair of water lines and removal of trees, a copy of which is hereby attached as Exhibit 1 and made a part hereof, is hereby accepted and shall constitute a lien against the property located at 309 Park Avenue in the City of Sandstone. The total amount of expenses incurred is \$5,665 less donations received of \$1,377 for a total amount to be assessed of \$4,288.

Such certification shall be payable over a period of ten years on or before the first Monday in January.

The owner of the affected property may, at any time prior to certification of charges to the County Auditor, pay the whole of the certified charges on such property to the City of Sandstone. The taxpayer may at any time thereafter, pay the City Clerk or County Auditor, the entire amount certified and remaining unpaid, with interest accrued.

The clerk shall forthwith transmit a certified copy of this certification role to the County Auditor to be extended on the property tax lists of the county and such certified charges shall be collected and paid over in the same manner as property taxes.

Passed by the City Council of Sandstone, Minnesota this 7th day of February, 2018.

Peter Spartz, Mayor

Attested:

Kathy George, City Administrator

**CITY OF SANDSTONE
RESOLUTION NO. 20180207-01
EXHIBIT 1**

320-279-1472



DOUBLE W TREE SERVICE

Tree & Stump Removal 17432 State Hwy. 18 • Finlayson, MN 55735
Roadside Brushing, Mowing & Chipping 320-279-1125 • 320-279-1126
Dozing & Land Clearing

47575 Hwy 61 Po box 107 Hinckley

NAME							
ADDRESS 309 Park Av sandstone							
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MOSE. RET.	PAID OUT	LAYAWAY
QTY.	DESCRIPTION					PRICE	AMOUNT
3	Trees cut and Removed						
						\$1000 ⁰⁰	
	101-10-194-4300						
	K6						
						TAX	
RECEIVED BY						TOTAL	
No.	<i>Thank You</i>					All claims and returned goods must be accompanied by this bill.	

STATEMENT

DRILLING PLUMBING & HEATING
 57485 STATE HIGHWAY 23
 SANDSTONE, MN 55072

RECEIVED DEC 18 2017

DATE Dec 14, 2017

(320) 245-2004

City of Sandstone

 119 4th St

 Sandstone, MN 55072

TERMS: **2% OR MINIMUM \$5.00 SERVICE CHARGE ADDED TO ACCOUNTS OVER 30 DAYS.**
PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

\$ _____

DATE	INVOICE NUMBER / DESCRIPTION	CHARGES	CREDITS	BALANCE
	BALANCE FORWARD 			
Nov 7-8-9	David Friesendahl job			
	Estimated cost of job	\$3,800.00-\$4,300.00		
	I went over the estimate in extra labor, because the sewer main and sewer pipe to 2nd floor was plugged with sewage, from flushing old stool with a pail of water.			
	Bill as estimated			
	Material and labor			\$4,300.00

DRILLING PLUMBING & HEATING

Thank You


 PAY LAST AMOUNT
 IN THIS COLUMN

(STATE OF MINNESOTA

COUNTY OF PINE)) ss. Authentication Certificate

I, the undersigned, being the duly qualified City Clerk/Administrator of the City of Sandstone, certify that the attached Resolution of the City Council adopting a certification for repair of water lines and removal of trees is a true copy of the original, of which is on file at the City of Sandstone.

Dated this 7th day of February, 2018

Seal

City Clerk/Administrator
City of Sandstone

CITY OF SANDSTONE
Memorandum

TO: City Council
FROM: Kathy George, City Administrator
DATE: February 7, 2018
SUBJECT: Agreement for Prosecution Services for 2018

BACKGROUND: The City received a proposed prosecution contract for 2018 from County Attorney Reese Frederickson. The Agreement provides prosecution services for cases that occur within the jurisdiction of the City for \$10,000. These are the same terms and costs that were in place for 2017.

Mr. Frederickson has asked if the City is interested in executing a 2-year contract – for both 2018 and 2019 – at the same rate of \$10,000 per year.

ATTACHMENTS Proposed Agreement for Prosecution Services

STAFF RECOMMENDATION: Review and approve a 2-year contract, rather than a 1-year contract, for the same terms.

ACTION REQUIRED: Motion _____, second _____
Approved _____ Denied _____ Other _____

AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT is made and entered into by and between the COUNTY OF PINE and the PINE COUNTY ATTORNEY, hereinafter referred to as the “County,” and the CITY OF SANDSTONE, MINNESOTA, hereinafter referred to as the “City;”

WHEREAS, Minnesota Statutes § 484.87 subdivision 3, allows for the City to enter into an Agreement with the County Board and the County Attorney for the County to provide such prosecution services for criminal offenses that occur within the City. These “prosecution services” include the following: (1) prosecuting petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses arising under state law, and criminal and traffic probation violations that occur within the jurisdiction of the City; (2) prosecuting misdemeanor violations of municipal ordinances and regulations of the City; (3) providing victim assistance and/or services as mandated by Minnesota Statutes § 611A; (4) completing criminal appeals before the Minnesota Court of Appeals and the Minnesota Supreme Court on matters arising under state law which occur within the jurisdiction of the City; and (5) providing administrative advice and assistance and legal services in district court and Minnesota’s courts of appeal related to civil administrative and judicial forfeitures originated within the jurisdiction of the City;

WHEREAS, logistically, functionally and financially such an Agreement is mutually beneficial to both the County and City.

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the County and City enter into the following Agreement:

1. TERM AND COST OF THE AGREEMENT

- a. The County will provide the City with the prosecution services above-referenced for cases that occur within the jurisdiction of the City beginning January 1, 2018. This Agreement will continue for the calendar year 2018. Any Agreement for prosecution services for future years will be finalized by November 1 of the year before such service is to commence. If such an Agreement is not reached, this Agreement will expire on January 1 of the following year.
- b. Beginning January 1, 2018, the City will pay \$10,000.00 to the County, said money to be used to fulfill this Agreement, including the payment of the salary, benefits, and other costs incurred by the County in performance of its obligations for calendar year 2018. The City will pay the County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.
- c. The County will provide all prosecution services, administrative services, overhead, secretary and paralegal support in fulfilling its obligations under and for the term of this Agreement. The City will forward all law enforcement files to the County at no charge to the County.

2. MODIFICATION

Any alteration, modification, amendment or waiver of provisions of the Agreement shall be valid only when it has been reduced to writing and signed by representatives of all parties.

3. **TERMINATION OF AGREEMENT**

Either party may terminate this Agreement at any time, with or without cause, upon 90 days notice, in writing, delivered by certified mail or in person to the City Administrator for the City or the County Attorney for the County. During the term of this Agreement, the County will not increase the fees stipulated in this Agreement. Unless a separate written agreement is reached, on expiration or termination of this contract, the City's new attorney(s) will undertake representation of the City in all matters then filed, pending, or otherwise before the Court as a result of the County's representation of the City. On expiration or termination of this contract, at the City's request, the County will electronically duplicate and deliver files that were the subject of representation pursuant to this agreement to the City in the electronic format that suits the business needs and practices of the County.

4. **INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter.

5. **SERVICES SPECIFICALLY EXCLUDED**

The Parties acknowledge and agree that as a term or condition of this contract, the County will not provide representation to the City of criminal prosecution related matters, if any, venued in any federal district or federal appellate court. Further, the Agreement does not include any services for the City by the County which are civil in nature (with the exception of administrative and judicial forfeitures), or otherwise not related to the prosecutorial function.

6. **PROSECUTORIAL DISCRETION**

The County agrees that the County Attorney and Assistant County Attorneys shall provide the prosecution services in the same manner as other criminal prosecutions delegated to the County Attorney by law. The County Attorney shall have full discretion to assign cases for prosecution by Assistant County Attorneys, and utilize the services of non-attorney personnel of the County Attorney's office in preparation, processing and management of cases. The County Attorney shall exercise complete prosecutorial discretion on all matters pertaining to the prosecutions, including charging of violations, plea negotiations, trial, or dismissal of cases. The prosecutorial discretion of the County Attorney shall be coextensive with that provided by the Constitution and the Statutes of the State of Minnesota in all other prosecutions within the jurisdiction of the County Attorney's Office.

7. **RELEASE AND INDEMNIFICATION**

The Parties further acknowledge and agree that the County will not indemnify in any way or defend civil claims for damages or any other causes(s) of action alleging wrongdoing by the County on behalf of the City, whether in federal or state court, if any, arising in relation to the

any criminal prosecution or administrative or judicial forfeiture action undertaken by the County on behalf of City. **The City remains solely responsible for defense of such claims, including but not limited to civil litigation expenses, settlement costs, and court ordered awards.**

8. DATA PRACTICES

The provisions of the Minnesota Government Data Practices Act, Minnesota Statutes § 13.01 et. seq. and other applicable provisions of state and federal law pertaining to disclosure and retention of data, and confidentiality shall apply to their full extent in all matters delegated to the Pine County Attorney under this Agreement.

9. PROSECUTING AUTHORITY

For purposes of property forfeitures, including but not limited to Minnesota Statutes §§ 169A.63, and 609.531 through 609.5318, the term “prosecuting authority” refers to the Pine County Attorney’s Office. Forfeiture proceeds will be distributed per statutory authority.

IN WITNESS WHEREOF, the City, by motion duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Administrator; and the County of Pine, by resolution of the Pine County Board of Commissioners, has caused this Agreement to be signed by the Chair Person and Coordinator of said Board, and by the Pine County Attorney, effective on the date and for the duration as above-referenced.

Dated: _____

CITY OF SANDSTONE

By: _____
Peter Spartz, Mayor

Attest: _____
Kathy George
City Administrator

Dated: _____

COUNTY OF PINE

By: _____
Stephen M. Hallan, Chair
Pine County Board

By: _____
Cathy J. Clemmer
County Auditor

Dated: _____

PINE COUNTY ATTORNEY

By: _____
Reese Frederickson
County Attorney

CITY OF SANDSTONE
Memorandum

TO: City Council
FROM: Kathy George, City Administrator
DATE: February 7, 2018
SUBJECT: BCA Master Joint Powers Agreement and Court Amendment

BACKGROUND: The City was notified by the MN Bureau of Criminal Apprehension (BCA) that our current Master Joint Powers Agreement (JPA) is expiring, along with the current Court Data Services Subscriber Amendment.

The JPA allows the City's Prosecution Attorney and Law Enforcement personnel to access the MN Criminal Justice Data Communications Network (CJDN) and those systems and tools which are authorized by law. The JPA allows the City to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection.

There are no charges for these services.

ATTACHMENTS Joint Powers Agreement
Court Data Services Subscriber Amendment
Resolution 20180207-02 approving the JPA

STAFF RECOMMENDATION: Adopt Resolution 20180207-02

ACTION REQUIRED: Motion _____, second _____
Approved _____ Denied _____ Other _____

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

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

Recitals

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

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

Agreement

1 Term of Agreement

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

2 Agreement between the Parties

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

2.2 Methods of access.

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

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

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

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

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

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

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

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

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

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

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

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

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

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

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

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

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

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

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

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

4 Authorized Representatives

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

The Agency's Authorized Representative is Reese Frederickson, County Attorney, 635 Northridge Drive NW, Suite 310, Pine City, MN 55063-5895, (320) 591-1560, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

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

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

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

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

6 Liability

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

Ch. 466, governs the Agency's liability.

7 Audits

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

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

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

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

8 Government Data Practices

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

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

9 Investigation of alleged violations; sanctions

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

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

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

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

9.3 Sanctions Involving Only Court Data Services

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

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

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

10 Venue

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

11 Termination

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

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

12 Continuing obligations

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

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

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Sandstone on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 136883, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party’s receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. **REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. **SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. **Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. **Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

CITY OF SANDSTONE, MINNESOTA

RESOLUTION NO. 20180207-02

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

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

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Sandstone on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

2. That the Mayor, Peter Spartz, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

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

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

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

4. That Peter Spartz, the Mayor for the City of Sandstone, and Kathy George, the City Clerk/Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 7th day of February, 2018.

CITY OF SANDSTONE

By: Peter Spartz
Its Mayor

ATTEST: _____
By: Kathy George
Its City Clerk/Administrator

CITY OF SANDSTONE
Memorandum

TO: City Council
FROM: Kathy George, City Administrator
DATE: February 7, 2018
SUBJECT: Appoint New Firefighter

BACKGROUND: The Fire Department conducted interviews for applicants Tyler Hansen and Josh Kester. They recommend the City Council appoint both Hansen as Kester as firefighters, pending the results of the background check and physical exam.

ATTACHMENTS None

STAFF RECOMMENDATION: Appoint Tyler Hansen and Josh Kester to the Sandstone Fire Department pending the results of the background checks and physical exams.

ACTION REQUIRED: Motion _____, second _____
Approved _____ Denied _____ Other _____

**Sandstone Fire Relief Association
Regular Meeting
January 22, 2018**

CALL TO ORDER: 9:05 p.m.

ROLL CALL: Devlin, Degerstrom, Wilkening, Eberhardt, Chief Spartz and Haugen
Members absent: Apple, T Breffle, Johnson, C Breffle
Staff present: Mayor and Treasurer Pete Spartz, City Administrator Kathy George
Others present: none

READING OF MINUTES BY SECRETARY:

Minutes of the October 23, 2017 meeting were not presented.

TREASURER'S REPORT:

P Spartz presented the December 31, 2017 financial report. Total value of assets at year-end is \$274,557.09; however, \$7,929.99 has been withheld by the IRS and the Relief is waiting for the funds to be returned. There was some discussion about this matter, as the IRS also withheld funds in previous years. Apparently, the forms are confusing and the broker didn't attach a tax ID# to money that was submitted. This may happen again this year. Members asked that the broker attend the next Relief Association meeting to discuss this matter. P Spartz and Devlin plan to meet with the broker soon.

P Spartz noted that the State Board does not recognize him as the Treasurer of the Relief Association, making it difficult to communicate with them. They still list Andy Andrews as the President as well. It was decided to submit tonight's meeting minutes to the State, since election of officers is on the Agenda.

The Relief Association received a late notice from the IRS with a penalty of \$1,425.00. Apparently, tax returns were filed late. P Spartz reported that Auditor Althoff has submitted three letters to the IRS disputing the claim. He is confident that the matter will be resolved.

The Relief Association received a letter from the US Department of Commerce asking for Census information. Devlin will follow up on the item.

The Fire Department received a solicitation from the MN State Fire Department Association. Membership is \$187, plus \$15 per firefighter, plus \$7 per firefighter for the newspaper. The matter was turned over to Chief Spartz as it was determined it is not a Relief Association concern.

P Spartz reported that the agent who handled the Volunteer Fire Benefit Association life insurance has retired. A new agent has taken over; however, there was some delay between the two agents in transferring data. The check that was written to the retired agent has never been cashed. There are currently 14 members of the Fire Department. Spartz asked for assistance in getting the enrollment forms filled out for each firefighter so that he can submit the \$147 payment to the new agent. Devlin and Degerstrom will assist in getting the forms.

The Relief Association received an engagement letter from Robert Althoff for the 2017 audit. Devlin signed the letter.

P Spartz stated that the duties as Treasurer of the Relief Association are taking up a lot of his time, much more than anticipated. He enjoys working with the firefighters, and offered two options: he resigns from

the position or his pay is increased from \$1,000/year to \$750/quarter. He stated that he is fine with either decision. The matter will be discussed later in the meeting.

Motion Haugen, second Degerstrom to accept the Treasurer's Report. Motion carried 8-0.

BILLS AND COMMUNICATIONS:

Outstanding bills

As reported in the Treasurer's Report, the Volunteer Fire Benefit Association life insurance bill is \$147. It was noted that the Recording Secretary is paid \$40 each meeting throughout the year. The 2017 annual payroll of officers is \$500 each for President, Vice President, and Secretary. The Treasurer is paid quarterly.

Motion Haugen, second Degerstrom to pay bills as presented/discussed. Motion carried 8-0.

REPORT OF OFFICERS: none

ELECTION OF OFFICERS: Members discussed P Spartz' proposal to continue as Treasurer for \$750/quarter, \$3,000/year. Motion by Haugen, second by Degerstrom, to set the Treasurer's pay at \$750/quarter. Motion carried 6-0, with A Spartz abstaining because P Spartz is his brother. It was noted that a Form 1099 will be needed for P Spartz.

Devlin called for nominations for Vice President. Motion A Spartz, second Wilkening to nominate Haugen. Devlin called for further nominations two more times with no response.

Devlin called for nominations for Secretary. Motion Devlin, second Eberhardt to nominate Degerstrom. Devlin called for further nominations two more times with no response.

Motion A Spartz, second Degerstrom to cast ballots as written. Motion carried 8-0.

Motion A Spartz, second Degerstrom to continue the contract with Recording Secretary Kara Nelson in 2018. Motion carried 8-0.

UNFINISHED BUSINESS: None

REPORT OF COMMITTEES:

Christmas Party

Devlin reported that the City Council approved the party be held at the Fire Hall with alcohol available. There was discussion about having a licensed establishment serve the alcohol. The tentative date will be July 7th. Haugen will check with Doc's about catering the event, and providing the alcohol.

NEW BUSINESS:

Picking up Mail

The Relief Association mail is not getting picked up on a regular basis. Administrator George offered to have City staff pick it up when they pick up the City's mail. Motion Degerstrom, second Haugen to authorize City staff to pick up the Relief Association mail. Motion carried 8-0.

Transfer of Funds

The balance of the Relief Association checking account is \$30,805.24. It was decided to leave a minimum balance of \$15,000 in the account to pay for upcoming expenses. Motion Degerstrom, second Haugen, to transfer \$15,805.24 to the SEI investment portfolio. Motion carried 8-0.

Retirement Rate

Degerstrom asked for discussion on raising the retirement rate. Devlin and P Spartz will discuss the matter with Auditor Althoff to see what amount is feasible.

Vesting

Eberhardt asked for discussion about lowering the vesting time. Currently a firefighter is 50% vested at 10 years, with an additional 5% vesting each year thereafter up to 100% at 20 years. There was discussion about what the State minimum is, which will be further explored. The Schedule 18 form will be adjusted as well to see what the affect would be. This matter will be discussed at a future meeting with the full membership.

Dues

Previously, dues were collected to help pay for social activities, T-shirts, etc. However, they were eliminated several years ago. Members were asked if there was any interest in collecting dues again. There was discussion about how difficult it had become to collect. The matter was dropped, as no one seemed interested in pursuing it.

Raffle Fundraiser

Members discussed having some type of raffle fundraiser – an ATV or guns. Wilkening will check to see if the Sportsmen’s Club is willing to be the lead agency. Devlin will contact the Lions, since they recently had a gun raffle, to see how they did it.

Motion Haugen, second Degerstrom to adjourn at 10:25 p.m. Motion carried 8-0.

Brandon Devlin, President

Ross Degerstrom, Secretary

CITY OF SANDSTONE
Memorandum

TO: City Council
FROM: Kathy George, City Administrator
DATE: February 7, 2018
SUBJECT: 2018 Fire Formula

BACKGROUND: Staff has been working on the packet, calculating the 2018 Fire Formula in preparation of the annual meeting with township supervisors.

There are a couple of things I'd like to review with the Council prior to meeting with the townships; for example, some changes to the 2018 formula and a different approach for 2019 and beyond.

It would be beneficial to hold the township meeting at the fire hall so that firefighters can provide tours, showing township representatives the vehicles and equipment.

ATTACHMENTS 2018 Fire Formula
2019 Proposed Fire Formula (*provided separately*)

STAFF Review and discuss
RECOMMENDATION: Set date for meeting with townships

ACTION REQUIRED: Motion _____, second _____
Approved _____ Denied _____ Other _____

FIRE FORMULA CONTRIBUTIONS Payable 2018

Unit	Annual Total	July Pymts	Distribution		Dec Pymnt	Distribution	
			O & M	LT Equip		O & M	LT Equip
City	60,144.76	30,072.38	15,084.12	14,166.79	30,072.38	15,084.12	14,166.79
Danforth	4,083.66	2,041.83	971.45	961.89	2,041.83	971.45	961.89
Dell Grove	24,723.23	12,361.61	5,822.56	5,823.43	12,361.61	5,822.56	5,823.43
Finlayson	4,745.79	2,372.90	1,169.70	1,117.85	2,372.90	1,169.70	1,117.85
Kroschel	4,475.90	2,237.95	984.56	1,054.28	2,237.95	984.56	1,054.28
Sandstone	13,425.92	6,712.96	2,980.61	3,162.41	6,712.96	2,980.61	3,162.41
		<u>55,799.63</u>	<u>27,013.00</u>	<u>26,286.63</u>	<u>55,799.63</u>	<u>27,013.00</u>	<u>26,286.63</u>
Total Contributions	111,599.27						

28,333.58 City portion of equipment depreciation used to offset truck loan payment

Cost Share

Unit	Man Hours 2013-2017	Percent of Man Hours	Valuation FY17 Payable	Percent of Total Valuation	Projected % Share of Cost	Total before Dist. Reduction	Total after Dist. Reduction	Actual % Share of Cost
City	324.3	35.408%	56,775,800	32.859%	34.13%	38,092.83	60,144.76	53.894%
Danforth	56.0	6.115%	7,498,400	4.340%	5.23%	5,833.80	4,083.66	3.659%
Dell Grove	317.5	34.671%	49,459,800	28.625%	31.65%	35,318.90	24,723.23	22.154%
Finlayson	80.0	8.736%	5,899,052	3.414%	6.08%	6,779.71	4,745.79	4.253%
Kroschel	32.0	3.494%	13,761,900	7.965%	5.73%	6,394.14	4,475.90	4.011%
Sandstone	106.0	11.575%	39,391,000	22.798%	17.19%	19,179.89	13,425.92	12.030%
Base	916	100.00%	172,785,952	100.00%	100.00%	111,599.27	111,599.27	100.00%

Total Op Exp **111,599.27**
Dist Reduction

30.00%

Finlayson valuation percentage 24.70% 23,882,800 (Finlayson - East Central)

City 68,980,900 (Inc. FCI)
 FCI- City 12,205,100
 East Central 26,393,300
 Finlayson Twp 50,276,100 (Inc. EC)
 Sandstone Twp 40,643,500 (Inc. FCI)
 FCI-Sandstone Twp 1,252,500

Operating Costs 54,026.00
 Depreciation 52,573.27
 Building Repair Fund 5,000.00
Total Op Expense **111,599.27**

OPERATING EXPENSES - 3 YEARS

<u>LINE ITEM</u>	CALENDAR 2015	CALENDAR 2016	CALENDAR 2017
PERSONNEL SERVICES	15,148	21,530	21,757
UTILITIES	8,877	7,125	8,707
TRAINING	848	4,729	645
BUILDING REP & MAINT	4,998	2,045	22,910
FUEL	3,551	1,227	1,717
EQ REPAIRS & MAINT	14,514	15,928	11,871
SUPPLIES	4,802	6,794	106
Mandated Match to Relief	0	0	0
SOLID WASTE	324	589	386
INSURANCE	8,036	9,532	13,157
DUES, TRAVEL, NOTICES	340	781	0
Admin Charges	9,650	3,554	4,325
MISC (Tests, shirts/patches)	1,801	2,420	0
EQUIPMENT	1,049	549	21,570
TOTAL	73,938	76,803	107,151
LESS			
FIRE CALLS PAID & RENT	(15,255)	(14,238)	(8,645)
EQUIP RESERVE FUND			(21,570)
BLDG RESERVE FUND	(7,137)	(1,227)	(22,910)
	51,546	61,338	54,026

Combination of Operations, Long Term Investment & Building Formulas

	Operations	Long Term Replacement	Bldg Repair	Total
City	30,168.23	28,333.58	1,642.95	60,144.76
Danforth	1,942.91	1,923.77	216.99	4,083.66
Dell Grove	11,645.12	11,646.86	1,431.24	24,723.23
Finlayson	2,339.40	2,235.69	170.70	4,745.79
Kroschel	1,969.11	2,108.55	398.24	4,475.90
Sandstone	5,961.23	6,324.81	1,139.88	13,425.92
Total	54,026.00	52,573.27	5,000.00	111,599.27

Comparison of Township Fees

Payable	2013	2014	2015	2016	2017	Change
Danforth	4,070.73	1,836.23	3,355.64	3,563.22	4,083.66	520.44
Dell Grove	25,190.08	26,594.97	20,503.26	23,695.50	24,723.23	1,027.73
Finlayson	5,201.59	4,800.79	6,409.26	6,375.60	4,745.79	(1,629.81)
Kroschel	8,069.75	6,822.87	5,440.29	4,106.93	4,475.90	368.97
Sandstone	15,922.36	15,942.86	11,548.43	14,668.48	13,425.92	(1,242.56)
	58,455	55,998	47,257	52,409.73	51,454.50	(955.23)

EQUIPMENT DEPRECIATION

LONG TERM

15 years

EQUIPMENT	COST	ANNUAL DEPREC	PREVIOUS DEPREC	DEPREC TO DATE	YEARS REMAINING	(after this year)
Grass Rig	18,825	1,255.00	2,124.93	3,379.93	12	
12 Pumper	374,000	24,933.33	99,733.32	124,666.65	10	
99 Freightliner Tanker	29,467	1,964.47	28,702.58	30,667.05	0	
Tanker 3	40,000	2,666.67	24,002.67	26,669.34	5	
Truck - Pumper 2	7,627	508.47	6,610.11	7,118.58	1	
5 Compressor	30,500	2,033.33	26,433.29	28,466.62	1	FEMA
Pickup	8,037	535.80	2,949.00	3,484.80	9	
	<u>508,456</u>	<u>33,897.07</u>	<u>190,555.90</u>	<u>224,452.97</u>		

EQUIPMENT DEPRECIATION

SHORT TERM

5 years

YR ADDED	COST	ANNUAL DEPREC	PREVIOUS DEPREC	DEPREC TO DATE	PAYABLE YEAR ENDS
12	11,290.00	2,258.00	9,032.00	11,290.00	17
13	3,841.00	768.20	2,305.00	3,073.20	18
14	42,278.00	8,455.60	16,911.00	25,366.60	19
15	4,451.00	890.20	890.00	1,780.20	20
16	9,951.00	1,990.20	1,561.80	3,552.00	21
17	21,570.00	4,314.00	0.00	4,314.00	22
Totals	<u>93,381.00</u>	<u>18,676.20</u>	<u>30,699.80</u>	<u>49,376.00</u>	

2017 Equipment Purchases

Utility Trailer	2,203
Radios	1,335
Turnout	11,971
RIT Pack	2,750
Thermal Vision	1,461
Tank Liner	1,850
	<u>21,570</u>

(includes this year)

Long Term	33,897.07
Short Term	18,676.20
Total Depreciation	<u>52,573.27</u>

Equipment Fund

	Depreciation Total	52,573.27
<u>Township</u>	% Actual Share	Contribution
Danforth	3.66%	1,923.77
Dell Grove	22.15%	11,646.86
Finlayson	4.25%	2,235.69
Kroschel	4.01%	2,108.55
Sandstone	12.03%	6,324.81
City	53.89%	28,333.58
	TOTAL	52,573.27

	EQUIPMENT FUND	
Cash Balance	12/31/2016	191,900
Income - Interest		649
Income - Donation		0
Income - Formula (City- to offset trk pmt)		26,037
Income - Formula (Township payment 2017)		22,222
Reimburse 2017 expenditures		(21,570)
Loan Payment-Truck		(27,094)
Cash Balance	12/31/2017	192,144

	City Repayment (Building Fund)	City Repayment (Truck Loan)
Original	92,180	187,001
Principal-Paid to Date	39,763	66,321
Principal Due	52,417	120,679
Principal Pymt 2017	5,055	22,870
Interest Pymt 2017	1,835	4,224
Current Principal Due	47,362	97,808

BUILDING REPAIR & IMPROVEMENT FUND

Cash Balance	12/31/2016	78,390
Income - Interest		282
Income - Formula		5,000
Reimburse 2017 expenditures		(22,910)
Prior Yr Adjustment (Per Council Memo)		0
Income- City Building Loan Reprmt 2017		6,890
Cash Balance	12/31/2017	67,652

FIRE CALL HOURS

Unit	2013	2014	2015	2016	2017	5 Year Total
City	61.5	116	14.5	89	43.25	324.3
Danforth	0.0	56	0	0	0	56.0
Dell Grove	126.5	103	28.5	42	17.5	317.5
Finlayson	0.0	0	65.5	7.5	7	80.0
Kroschel	5.0	15	4.5	0	7.5	32.0
Sandstone	18.0	22	0	60	6	106.0
Total	211	312	113.0	198.5	81.25	915.8

Auto Accidents/Fires	29	
DNR	22.25	
Mututal Aid	62.25	2017 TOTAL
Ambulance	21.5	216.3

BUILDING COST SHARING

BUILDING MAINTENANCE & REPAIR

Unit	Valuation 16 Payable	Share of Repair	Share of Repair	30 Year Annual Share	80% Adjustment Factor	30 Year after Adjustment
City	56,775,800	32.86%	1,642.95	0.00	0.00	0.00
Danforth	7,498,400	4.34%	216.99	0.00	0.00	0.00
Dell Grove	49,459,800	28.62%	1,431.24	0.00	0.00	0.00
Finlayson	5,899,052	3.41%	170.70	0.00	0.00	0.00
Kroschel	13,761,900	7.96%	398.24	0.00	0.00	0.00
Sandstone	39,391,000	22.80%	1,139.88	0.00	0.00	0.00
Total	172,785,952	100.00%	5,000.00	0.00	0.00	0.00

Repair Amt 5,000

PREVIOUS YEAR FIRE CALLS - PAID IN 2017

DATE	NAME		BILLED	PD	DUE	STATUS
2011	Grabow	Traffic	450		450	active - in collections
2014	Rossi	traffic	450	270	0	180 to collection agency
2015	Mammanh	car	450	0	450	collections
	Grewe	car	450	450	0	assessment(Kanabec)
	Grewe	fire	875	875	0	assessment(Kanabec)
	MN Power	traffic	450		0	written off
2016	Stromberg	fire	450		450	sent to collections
	Shaw	extrication	1,000		1,000	sent to collections
	McCarthy	traffic	450		450	sent to collections
	Jones	traffic	450		450	sent to collections
	EAN Holdings	traffic	450		450	insurance co. investigating
	Kodah	traffic	450		0	written off
	Story	fire	750	150	600	making payments
	UNPAID				4,300	
	PAID			1,745		

2017 REIMBURSEMENTS/FIRE CALLS PAID

DATE 2017	NAME	BILLED	PAID	Receivable
-----------	------	--------	------	------------

		DNR		
03/14/17	DNR - Grass Fire	350	350	
04/10/17	DNR - Grass Fire	350	350	
04/14/17	DNR - Grass Fire	350	350	
05/10/17	DNR - Fire Call	350	350	

		Extrication		
05/19/17	Roy Sebald	500	500	

		Traffic Control		
03/07/17	East Central Energy	450	450	

		Other		
07/19/17	Gateway Clinic - false alarm	350	350	

TOTAL 2017 FIRE CALLS PAID	2,700.00
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Ambulance Operating Expense Reimbursement Reimburse (rent)	4,200.00
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Total Reimbursement

current	6,900
prior	1,745

8,645

Sandstone Public Library

January

January each year marks the beginning of our *Hot Reads for Cold Nights* winter reading challenge for adults. Each year participants play Hot Reads Bingo and read genres other than just their favorite. With this program, patrons have found new authors, new subjects of interest and, as a bonus, thanks to the Library Friends, they get incentives. We have had about 30 participants sign up so far. The yearly average is 40 – 45. The challenge continues through the month of February.

January is also the first month of our annual *Coffee with a Master Gardener* series. This has gotten more popular each year with topics to get people interested and anxious to get out and dig! Author Elizabeth Millard was our first guest and she got the crowd interested in growing indoors, specifically micro greens.

Our two books clubs met and had lively conversations and the Friends had their annual planning meeting for the year.

It was a slower month for us but we had 1,381 visitors and answered 257 reference questions.

Jeanne Coffey, Branch Librarian
East Central Regional Library (ECRL)
Sandstone Public Library
119 North Fourth Street
P.O. Box 599
Sandstone, MN 55072
Phone: 320-245-2270
[http:// www.ecrlib.org](http://www.ecrlib.org) jcoffey@ecrlib.org

City of Sandstone
EDA Meeting Minutes
January 24, 2018

CALL TO ORDER: 6:00 p.m.

ROLL CALL: Kester, Spartz, Franklin, Devlin, Palmer and LaBounty

Members absent: Warner

Staff present: Administrator George and Recording Secretary Nelson

Others present: Lorien Mueller, Jodi Isaacson

APPROVE AGENDA

Motion LaBounty, second Palmer to approve the agenda. Motion carried 6-0.

APPROVE MINUTES

Motion Devlin, second Palmer to approve December 27, 2017 meeting minutes. Motion carried 6-0.

PUBLIC HEARING: None

NEW BUSINESS:

Great Lakes Management – Report on Wild River Properties

Lorien Mueller, Senior Director of Property Management, reviewed the reports with the EDA and answered questions from the Council.

Wild River Townhomes had a 94.92% YTD average occupancy in 2017, down from 97.5% in 2016
Wild River Senior housing had a 97.0% YTD average occupancy in 2017, up from 96.3% in 2016.

Currently, the occupancy rate is at 92% as of December in the town homes. The revenue total was over budget by \$33,000 as a result of less vacancies than was budgeted. The total operating expenses were under budget by \$76,000. All of the expense categories were under budget. Net operating income \$111,000 over budget. Great Lakes Management plans on truing up the budget as they move forward into 2018.

As far as marketing information – there were 56 inquiries in the last quarter. Typically, less moving is done toward the end of and beginning of the year. There is one 1-bedroom senior apartment that is vacant and ready to lease.

2017 Project Update

All town home garage doors were replaced

Sidewalks were replaced at senior housing and town homes

Some projects were put on hold for 2017 – such as deck staining – moved into 2018

2018 Plans

Review percentage versus dollar rent increases

Getting bids on LED lighting upgrades

Parking lot repair/replacement

During this winter's snowplowing activities, the city's snow sweeper equipment dented in a couple of the garage door panels at the Senior Apartment building. It will cost about \$600 to make repairs – not

enough to make an insurance claim. The garage door still operates which is important as there is plumbing in the garage that needs to be kept warm.

The Administrator noted that the City will undergo a housing study. The consultant will likely contact Mueller for information. Great Lakes Management personnel will attend the April meeting to give the next quarterly report.

Motion Franklin, second Devlin to accept the Wild River Property Report. Motion carried 6-0.

CONTINUING BUSINESS:

EDA Business Breakfast

The Administrator asked the EDA to set a date for the Business Breakfast, and to choose an appropriate location. The City is welcome to use the training center at FCI; however, FCI would be unable to cater the breakfast. Grace Church or Community Worship Center are other possible venues. The EDA decided on Wednesday, April 4th at 7 a.m. All Sandstone business owners will be invited. If managers wanted to come, that would be appropriate. The Administrator will check with the Community Worship Center and Grace Church and bring the possibilities back to February meeting for discussion.

Various Updates

The following updates were provided:

- A draft marketing flyer for Sandstone as a NLX maintenance facility was produced and revised. The flyer will be used to generate local and regional support for locating the facility in Sandstone. The Administrator encouraged EDA members to examine the flyer and note anything they believe would make it better. Devlin noted that he would like to see more about the economic effects that the maintenance facility would have on the local economy. The EDA discussed the emphasis being on the maintenance facility and hoping that a stop would come with it. The stops between Duluth and the cities will be limited due to the speed that NLX is trying to achieve.
- The NLX Alliance has been waiting on the “Finding of no significant impact” ruling. It has now been approved and is waiting on a desk to be signed; however, it is being delayed by the government shutdown.
- The possibility of having private railcar storage in the business park was explored. At this point all the information points to the fact that these private rails like to connect to Amtrak. It would be something to pursue when the NLX has firmed up their plans.
- The Administrator may have the opportunity to meet with a gentleman from BNSF on Friday to further investigate possibilities for the business park.
- The EDA reviewed a 4-page marketing brochure about Sandstone created by the Northspan Group. Some updates are needed. There were questions about the demographics that are noted. The housing study that the City is planning will lend better data to include in the brochure.
- Saff are monitoring potential business leads through Community Venture Network. CoCoa Company is an organic compost producing company. They look for restaurants and food producers that have organic waste that can be turned into organic fertilizer. They want to expand and develop 14 additional sites in rural areas, each of which would generate approximately 17 jobs. The facility requirements that they are looking for include level 50-acre sites that are not in

flood plains, within 15 minutes of a four-lane highway and with an adequate buffer. The Sandstone business park has several of the points noted - perhaps not the farming that would serve as customers for the compost. The company is conducting a webinar on February 6th at 11:00 a.m. Should any of the EDA members like to attend, the Administrator will have it playing in her office.

- Mora is planning an International Economic Development Conference on February 8th, from 9 a.m. - 3 p.m. The Administrator is planning to attend. Congressman Nolan or someone from his office will be the keynote speaker. There is no cost but RSVPs are appreciated as lunch is included.

ADJOURN

Motion Franklin, second Spartz to adjourn at 6:42 p.m. Motion carried 6-0.

Phillip Kester, Chair

Kathy George, Executive Director



Date: January 18, 2018

To: City of Sandstone

From: Craige Hiler, Operator

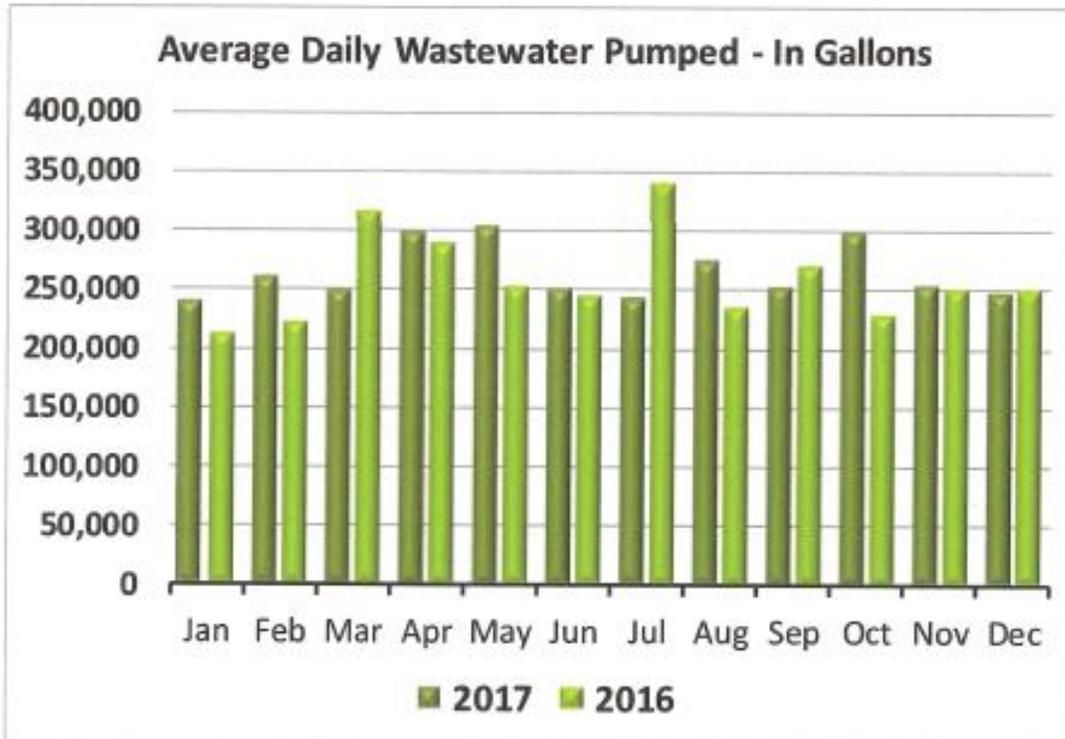
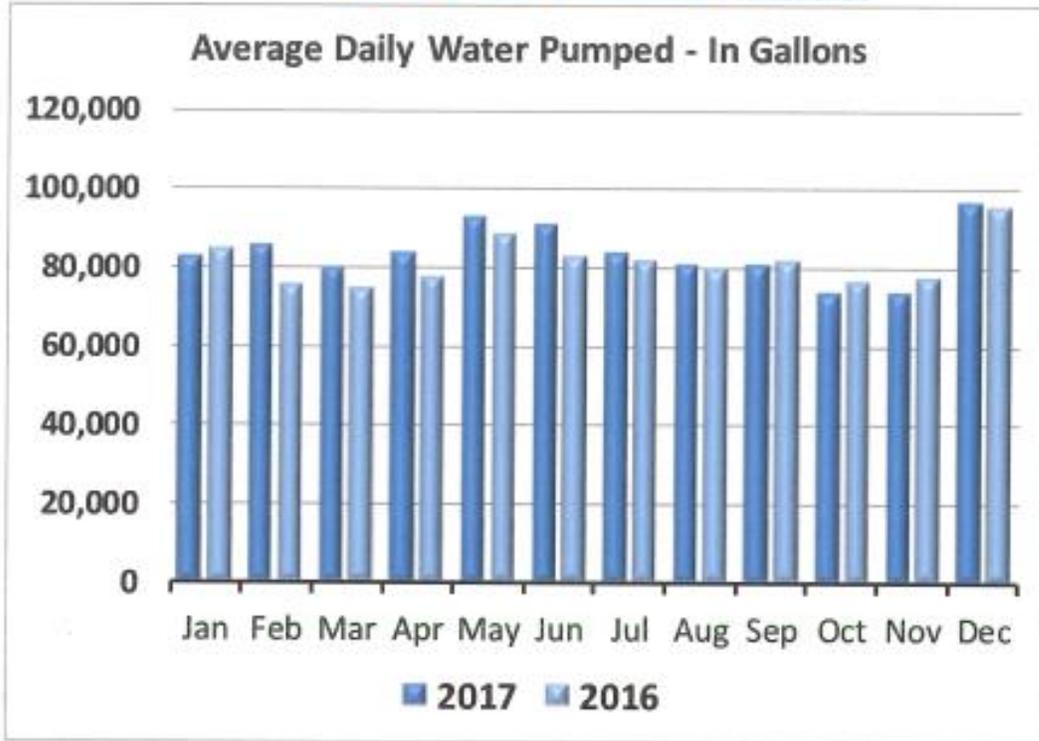
O & M Report: December 2017

Water Operation & Maintenance

- The city pumped 2.999 million gal. at an avg. of 97,000 gal. per day. The daily max was 135,000 gal. (12/16/17). The daily min. was 57,000 gal. (12/6/17).
- Deep Well #2 out-put (Free Flowing) was 4.150 million gal. at an avg. of 138,000 gal. per day.
- (1) Water Off. 318 Court Ave. (12/4/17) vacant.
- (2) Water On. 706 Commercial Ave. (12/4/17) received payment. 214 Division St. (12/28/17) owner request.
- (2) Leak Checks. 418 1st St. (12/6/17) hot water heater leak. 317 1st St. (12/27/17) condensation hose for furnace disconnected.
- (4) Meter Installs. 206 Court Ave. (12/26/17) body only freeze-break. 1306 Hwy. #23 Nth (12/27/17) Freeze-break old ERT. 301 Park Ave. (12/29/17) freeze-break old ERT. 406 Hwy. #23 Nth (12/29/17) body only freeze-break.
- (2) Curb Stop Repairs. 318 Park Ave replaced top section & cap. 301 Park Ave. replaced cap (12/4/17).
- Deep Well #2 Pump & Back Up Generator are exercised / inspected 2 X per month. Filter at WTP is back-washed every three weeks or as needed.
- All Locates / Work Orders / Meter Reads / Samples & Analysis were completed when required.

Wastewater Operation & Maintenance

- There was 7.700 million gal. pumped to the ponds at an avg. of 248,000 gal. per day. The city pumped 2.638 million gal. at an avg. of 85,000 gal. per day. FCI pumped 5.063 million gal. at an avg. of 163,000 gal. per day.
- As of (12/27/17) pond depths were #1 - #2 (4' 6") #3 (5' 8") with no discharge.
- (1) Sewer Back-Up. 503 Washington St. (12/5/17) private line issue.
- Back-Up Generator at WWP is exercised / inspected 2 x per month.
- All Locates / Work Orders / Samples & Analysis were completed when required.



Water		December-17	November-17	December-16
	Units			
Average Daily Pumped	gallons	97,000	74,000	96,000
Total Monthly Pumped	gallons	2,999,000	2,215,000	2,992,000
Deep Well Pumped	gallons	4,150,000	4,023,000	3,844,000
Artesian Well Pumped	gallons	NO METER	NO METER	NO METER
Wastewater				
CBOD				
CBOD Influent Quarterly	mg/L	77	N / A	329
CBOD Effluent	mg/L	N / A	3.8	2.0
CBOD Effluent Permit Limit	mg/L	25.0	25.0	25.0
CBOD Effluent Loading	kg/day	N / A	38	18
CBOD Effluent Loading Permit Limit	kg/day	271	271	271
TSS				
TSS Influent Quarterly	mg/L	68	N / A	90
TSS Effluent	mg/L	N / A	8.0	5.0
TSS Effluent Permit Limit	mg/L	45.0	45.0	45.0
TSS Effluent Loading	kg/day	N / A	78	45
TSS Effluent Loading Permit Limit	kg/day	488	488	488
Phosphorus				
Phos Influent Quarterly	mg/L	2.05	N / A	6.88
Phos Effluent	mg/L	N / A	3.50	0.98
Phos Effluent Permit Limit	mg/L	monitor only	monitor only	monitor only
Phos Effluent Loading	kg/day	N / A	34.00	8.86
Phos Effluent Loading Permit Limit	kg/day	monitor only	monitor only	monitor only
Nitrogen Ammonia				
NA Effluent	mg/L	N / A	5.9	N / A
NA Effluent Permit Limit	mg/L	monitor only	monitor only	monitor only
Fecal Coliform				
Fecal Effluent	ml	N / A	N / A	1
Fecal Effluent Permit Limit	ml	200#/100ml	200#/100ml	200#/100ml
Dissolved Oxygen				
DO Effluent	mg/L	N / A	10.00	10.30
DO Effluent Minimum Permit Limit	mg/L	monitor only	monitor only	monitor only
Effluent Flow				
Average Daily	gallons	0	2,667,000	2,992,000
Total Monthly	gallons	0	18,668,000	11,067,000
Influent Flow				
Average Daily	gallons	248,000	255,000	251,000
Total Monthly	gallons	7,700,000	7,638,000	7,770,000
City Contributed Total	gallons	2,638,000	2,787,000	2,490,000
City Average Daily	gallons	85,000	92,000	95,000
FCI Contributed Total	gallons	5,063,000	4,851,000	4,821,000
FCI Average Daily	gallons	163,000	162,000	155,000
Hydraulic Violations	#	0	0	0
Precipitation Monthly Total	Inches	0.87	1.08	0.00
Cell #1	Feet/inches	4' 6" 12/27/17	4' 0" 11/30/17	4' 1" 12/28/16
Cell #2	Feet/inches	4' 6" 12/27/17	3' 11" 11/30/17	4' 1" 12/28/16
Cell #3	Feet/inches	5' 8" 12/27/17	5' 8" 11/30/17	5' 3" 12/28/16

Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$9,736.00	\$9,736.00	100%	100%
Total	\$9,736.00	\$9,736.00	100%	100%

WO#	28893.01	Type	Scheduled	Priority	5	Downtime Hours		Total Cost	\$0.00
Create Reason	Triggered by Calendar		Created By		vkube				
Equipment	6067-GEN	Generator							
Location	6067 Sandstone Water								
Task	MPM Monthly Preventative Maintenance(P07)								
Instructions	1. Check oil & water levels. 2. Check for leaks. 3. Check condition of hoses. 4. Check battery cells, add distilled water if needed. 5. Run unit under load every other week.								
Notes	inspected/tested under load annual service check done by GSS INC.								
Created	12/1/2017								
Printed									
Scheduled	12/1/2017								
Delinquent	12/31/2017								
Completed	12/13/2017								
WO#	28892.01	Type	Scheduled	Priority	5	Downtime Hours		Total Cost	\$256.50
Create Reason	Triggered by Calendar		Created By		vkube				
Equipment	6067-GEN	Generator							
Location	6067 Sandstone Water								
Task	Annual Annual Preventative Maintenance(P07)								
Instructions	1. Check oil & water levels. 2. Check for leaks. 3. Check condition of hoses. 4. Check battery cells, add distilled water if needed. 5. Run unit under load.								
Notes	inspected/tested under load annual service check done by GSS INC Minor PM done by GSS								
Created	12/1/2017								
Printed									
Scheduled	12/1/2017								
Delinquent	12/31/2017								
Completed	12/13/2017								
WO#	28891.01	Type	Scheduled	Priority	5	Downtime Hours		Total Cost	\$0.00
Create Reason	Triggered by Calendar		Created By		vkube				
Equipment	6067-EWS	Eye Wash Station							
Location	6067 Sandstone Water								
Task	MPM Monthly Preventative Maintenance(P07)								
Instructions	Inspect eyewash and shower for proper operation.								
Notes	unit is in proper working order								
Created	12/1/2017								
Printed									
Scheduled	12/1/2017								
Delinquent	12/31/2017								
Completed	12/7/2017								
WO#	28890.01	Type	Scheduled	Priority	5	Downtime Hours		Total Cost	\$0.00
Create Reason	Triggered by Calendar		Created By		vkube				
Equipment	6067-DHD	Dehumidifier							
Location	6067 Sandstone Water								
Task	MPM Monthly Preventative Maintenance(P07)								
Instructions	Inspect and check filter. Verify proper operation.								
Notes	unit is offline for the winter								
Created	12/1/2017								
Printed									
Scheduled	12/1/2017								
Delinquent	12/31/2017								
Completed	12/7/2017								

WO#	28737.01	Type	Scheduled	Priority	5	Downtime Hours		Total Cost	\$0.00
Create Reason	Triggered by Calendar	Created By	vkube						
Equipment	5067-GEN	Generator							
Location	5067 Sandstone Wastewater								
Task	MPM Monthly Preventative Maintenance(P07)								
Instructions	<ol style="list-style-type: none"> 1. Check oil & water levels. 2. Check for leaks. 3. Check condition of hoses. 4. Check battery cells, add distilled water if needed. 5. Run unit under load every other week. 								
Notes	inspected and tested under load annual service check done by GSS INC								
Created	12/1/2017								
Printed									
Scheduled	12/1/2017								
Delinquent	12/31/2017								
Completed	12/13/2017								
WO#	28736.01	Type	Scheduled	Priority	5	Downtime Hours		Total Cost	\$240.00
Create Reason	Triggered by Calendar	Created By	vkube						
Equipment	5067-GEN	Generator							
Location	5067 Sandstone Wastewater								
Task	Annual Annual Preventative Maintenance(P07)								
Instructions	change oil & filters.								
Notes	Use 40 qts of oil per change. annual service check completed by GSS INC Minor PM done on Generator								
Created	12/1/2017								
Printed									
Scheduled	12/1/2017								
Delinquent	12/31/2017								
Completed	12/13/2017								
WO#	28734.01	Type	Scheduled	Priority	5	Downtime Hours		Total Cost	\$0.00
Create Reason	Triggered by Calendar	Created By	vkube						
Equipment	5067-EXT	Fire Extinguisher(s)							
Location	5067 Sandstone Wastewater								
Task	MPM Monthly Preventative Maintenance(P07)								
Instructions	Check extinguishers at WWTP, WTP and vehicles.								
Notes									
Created	12/1/2017								
Printed									
Scheduled	12/1/2017								
Delinquent	12/31/2017								
Completed	12/7/2017								
WO#	28733.01	Type	Scheduled	Priority	5	Downtime Hours		Total Cost	\$0.00
Create Reason	Triggered by Calendar	Created By	vkube						
Equipment	5067-A	Alarms							
Location	5067 Sandstone Wastewater								
Task	MPM Monthly Preventative Maintenance(P07)								
Instructions	<ol style="list-style-type: none"> 1. Test alarm function and verify communications equipment can reach emergency contact person for each well house, WW Plant at your project. 2. Inspect control floats and clean if necessary at each WW Plant. 								
Notes	all alarms are in proper working order								
Report Totals						Downtime Hours	0	Part Cost	\$0.00
							Labor Cost	\$0.00	
							Vendor Cost	\$496.50	



MEMORANDUM

DATE: January 15, 2017

TO: City of Sandstone

FROM: Richard Drotning, Building Official

RE: Building dept. report

December 15, 2017 through January 15, 2018

Attended 3 days of required continuing education classes for building inspection license

Replied to 3 emails asking building questions

Received 5 cell phone calls for building code questions

Updated building database for the New Year 2018

Worked on the 2017 fourth quarter state surcharge report

If you have any questions, please do not hesitate to ask. 320 629-2575 or
cell 320 279-1841

Vendor Approval Summary Report

COUNCIL APPROVED 01/17/2018

Date: 01/18/2018

Time: 3:17 pm

Page: 1

City of Sandstone

Vendor Name	Vendor Number	Check Amount	Hand Check Amount
BEN'S HOMETOWN FLOORING	B0013	0.00	2,050.00
BOND TRUST SERVICES CORP	B0042	51,777.50	0.00
CHRIS' FOOD CENTER	C0004	42.14	0.00
GOPHER STATE ONE-CALL	G0002	12.15	0.00
G & D AUTO, INC.	G0015	950.59	0.00
I.U.O.E. LOCAL 49 H & W FUND	I0002	7,175.00	0.00
LAMPERTS	L0001	200.61	0.00
MATT'S SANITATION INC.	M0001	241.02	0.00
MINNESOTA POWER	M0002	3,552.93	0.00
MN PUBLIC FACILITIES AUTHORITY	M0012	527.50	0.00
MPJ ENTERPRISES, LLC	M0035	150.00	0.00
MINNESOTA UI FUND	M0039	995.00	0.00
MPLS-DULUTH SUPERIOR PASS RAIL	M0045	1,500.00	0.00
MN ENERGY RESOURCES CORP	M0076	882.76	0.00
METRO SALES	M0113	318.16	0.00
NORTHSPAN	N0017	850.76	0.00
NORTHVIEW BANK	N0033	73,426.20	0.00
NORTHERN BUSINESS PRODUCTS, INC	N0043	144.96	0.00
PINE COUNTY COURIER	P0007	141.20	0.00
POSTMASTER	P0010	223.40	0.00
PAUL'S PORTABLES	P0017	240.00	0.00
PINE COUNTY ATTORNEY	P0067	5,000.00	0.00
QUALITY HOME AND SPORT	Q0001	77.96	0.00
CENTURYLINK	Q0004	41.63	0.00
CARRIE RICHARDSON	R0039	300.00	0.00
SHORT ELLIOTT HENDRICKSON CORP	S0014	14,159.36	0.00
SANDSTONE PETRO PLUS	S0021	821.22	0.00
SANDSTONE CHAMBER OF COMMERCE	S0028	75.00	0.00
SERVICEMASTER CLEAN	S0105	812.28	0.00
PINE COUNTY TREASURER-AUDITOR	T0001	11,024.00	0.00
T-N-T CLEANING	T0026	801.00	0.00
TWIN CONSTRUCTION, LLC	T0033	38,500.00	0.00
Grand Total:		214,964.33	2,050.00

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Fund: 101 General Fund							
Dept: 10-130 Executive							
101-10-130-000-4210	General Ope KETTLE RIVER GRAFIX	49122	PARKING REGULATIONS	0	02/07/2018	02/07/2018	71.00
							71.00
101-10-130-000-4300	Professional ADT NELSON/KARA//	01182018 12018	CAMERAS RECORDING SECRETARY	0 0	02/07/2018 01/26/2018	02/07/2018 02/07/2018	73.85 80.00
							153.85
101-10-130-000-4321	Telephone AT&T MOBILITY CENTURYLINK CENTURYLINK CENTURYLINK	01102018 01132018 01232018 01232018	Admin Cell Phone PHONE CHARGES PHONE CHARGES	0 0 0 0	02/07/2018 02/07/2018 02/07/2018 02/07/2018	02/07/2018 02/07/2018 02/07/2018 02/07/2018	76.64 251.20 9.13 18.60
							355.57
101-10-130-000-4331	Travel Exper TYSON/ALANA//	02/01/18	TRAVEL REIMBURSE- CENSU	0	02/01/2018	02/07/2018	102.31
							102.31
101-10-130-000-4351	Notices & Pt PINE COUNTY COURIER PINE COUNTY COURIER PINE COUNTY COURIER PINE COUNTY COURIER PINE COUNTY COURIER PINE COUNTY COURIER	01252018 01252018 01252018 01252018 01252018 01252018	PUB MINUTE & ORD PUB MINUTE & ORD	0 0 0 0 0 0	02/07/2018 02/07/2018 02/07/2018 02/07/2018 02/07/2018 02/07/2018	02/07/2018 02/07/2018 02/07/2018 02/07/2018 02/07/2018 02/07/2018	40.24 33.17 33.17 36.10 32.34 550.00
							725.02
101-10-130-000-4433	Dues and St CGMC CGMC GREATER MN PARKS & TRA	12152017 12152017 2018 DUES	2018 CGMC GENERAL DUES 2018 CGMC GENERAL DUES 2018 MEMBERSHIP DUES	0 0 0	02/07/2018 02/07/2018 02/07/2018	02/07/2018 02/07/2018 02/07/2018	930.00 4,600.00 150.00
							5,680.00
101-10-130-000-4816	Web Page C DIVERSIFIED MEDIA DATA S	64018	WILD RIVER FEB-JUL 18 HOST	0	02/07/2018	02/07/2018	120.00
							120.00
							Total Dept. Executive: 7,207.75
Dept: 10-160 City Attorney							
101-10-160-000-4300	Professional KENNEDY & GRAVEN KENNEDY & GRAVEN KENNEDY & GRAVEN KENNEDY & GRAVEN	12312017 12312017 12312017 12312017	CODE,VORK,WT,ANE, KC TIFF CODE,VORK,WT,ANE, KC TIFF CODE,VORK,WT,ANE, KC TIFF CODE,VORK,WT,ANE, KC TIFF	0 0 0 0	02/07/2018 02/07/2018 02/07/2018 02/07/2018	02/07/2018 02/07/2018 02/07/2018 02/07/2018	988.04 35.00 329.00 42.00
							1,394.04
							Total Dept. City Attorney: 1,394.04
Dept: 10-191 Planning and Zonin							
101-10-191-000-4300	Professional KENNEDY & GRAVEN WSB & ASSOCIATES	12312017 0-003006-030 INV 18	CODE,VORK,WT,ANE, KC TIFF COMP PLAN	0 0	02/07/2018 02/07/2018	02/07/2018 02/07/2018	385.00 169.50
							554.50
101-10-191-000-4351	Notices & Pt PINE COUNTY COURIER PINE COUNTY COURIER	01252018 01252018	PUB MINUTE & ORD PUB MINUTE & ORD	0 0	02/07/2018 02/07/2018	02/07/2018 02/07/2018	159.44 41.36
							200.80

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Total Dept. Planning and Zoning:							755.30
Dept: 10-194 Buildings & Ground							
101-10-194-000-4220	Repair & Ma SANDSTONE ACE HARDWAI	01/25/18	RINK & SHOP SUPPLIES	0	01/25/2018	02/07/2018	0.48
							0.48
101-10-194-000-4382	Water Utilitie SANDSTONE/CITY OF//	12018	WTR/SWR/STORM W	0	02/07/2018	02/07/2018	57.47
							57.47
101-10-194-000-4383	Gas Utilities CONSTELLATION NEWENEF	01/19/18	GAS	0	02/07/2018	02/07/2018	533.66
							533.66
Total Dept. Buildings & Grounds:							591.61
Dept: 15-210 Law Enforcement							
101-15-210-000-4300	Professional PINE COUNTY TREASURER-	22018	POLICE CONTRACT	0	02/07/2018	02/07/2018	11,024.00
							11,024.00
Total Dept. Law Enforcement:							11,024.00
Dept: 15-240 Building Inspection:							
101-15-240-000-4433	Dues and St MN DEPT OF LABOR & INDU	12/31/17	QTRLY BLDG PERMIT SURCH/	0	02/07/2018	02/07/2018	9.30
							9.30
Total Dept. Building Inspections:							9.30
Dept: 20-300 Public Works Admin							
101-20-300-000-4210	General Ope AUTO VALUE MORA CHRIS' FOOD CENTER SANDSTONE ACE HARDWAI	01/25/18	SHOP SUPPLIES	0	02/07/2018	02/07/2018	196.32
		01/31/18	SHOP BATHROOM SUPPLIES	0	01/31/2018	02/07/2018	15.54
		01/25/18	RINK & SHOP SUPPLIES	0	01/25/2018	02/07/2018	26.99
							238.85
101-20-300-000-4212	Motor Fuels SANDSTONE PETRO PLUS	02/01/18	STREETS FUEL	0	02/01/2018	02/07/2018	449.96
							449.96
101-20-300-000-4220	Repair & Ma LAMPERTS SANDSTONE NAPA	36232252	2X10-8 TREATED	0	02/07/2018	02/07/2018	11.50
		01/25/18	FD & STREETS EQUIPMENT R	0	01/25/2018	02/07/2018	11.98
							23.48
101-20-300-000-4224	Street Operæ CARGILL, INCORPORATED	2903888383	SALT	0	02/07/2018	02/07/2018	3,300.81
							3,300.81
101-20-300-000-4312	Snow Remo MPJ ENTERPRISES, LLC	21424	SNOW REMOVAL	0	02/07/2018	02/07/2018	200.00
							200.00
101-20-300-000-4321	Telephone CENTURYLINK CENTURYLINK	01132018	Phone	0	02/07/2018	02/07/2018	62.34
		01232018	PHONE CHARGES	0	02/07/2018	02/07/2018	5.93
							68.27
101-20-300-000-4352	Advertising PINE COUNTY COURIER	01252018	PUB MINUTE & ORD	0	02/07/2018	02/07/2018	120.00
							120.00
101-20-300-000-4381	Electric Utilit						

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	MINNESOTA POWER	0115-222018		0	02/07/2018	02/07/2018	232.10
							232.10
101-20-300-000-4401	Building Rep DRILLING PLUMBING & HEA	01/28/18	GARAGE VENT SWITCH REPA	0	01/28/2018	02/07/2018	222.18
							222.18
101-20-300-000-4404	Machiner & I SANDSTONE NAPA	01/25/18	FD & STREETS EQUIPMENT R	0	01/25/2018	02/07/2018	17.99
							17.99
101-20-300-000-4499	Miscellaneous GOPHER STATE ONE-CALL	8000704	2018 ANNUAL USER FEE	0	02/07/2018	02/07/2018	50.00
							50.00
101-20-300-000-4820	Safety Comr LEAGUE OF MINNESOTA CI	267965	SAFETY TRAINING	0	02/07/2018	02/07/2018	600.00
							600.00
							5,523.64
al Dept. Public Works Administration:							
Dept: 20-346 Street Lighting							
101-20-346-000-4381	Electric Utilit MINNESOTA POWER	0115-222018		0	02/07/2018	02/07/2018	312.11
							312.11
							Total Dept. Street Lighting: 312.11
Dept: 25-520 Parks Maintenance							
101-25-520-000-4210	General Ope KETTLE RIVER GRAFIX	49106	PARK & REC NAME PLATES	0	02/07/2018	02/07/2018	31.63
	KETTLE RIVER GRAFIX	49133	PARK & REC NAME PLATE	0	02/07/2018	02/07/2018	17.44
	SANDSTONE ACE HARDWA	01/25/18	RINK & SHOP SUPPLIES	0	01/25/2018	02/07/2018	150.95
							200.02
101-25-520-000-4381	Electric Utilit MINNESOTA POWER	0115-222018		0	02/07/2018	02/07/2018	34.78
							34.78
							Total Dept. Parks Maintenance: 234.80
							Total Fund General Fund: 27,052.55
Fund: 201 Fire Protection							
Dept: 15-220 Fire							
201-15-220-000-4321	Telephone CENTURYLINK	01132018	Phone	0	02/07/2018	02/07/2018	51.62
	CENTURYLINK	01232018	PHONE CHARGES	0	02/07/2018	02/07/2018	3.99
							55.61
201-15-220-000-4382	Water Utilitie SANDSTONE/CITY OF//	12018	WTR/SWR/STORM W	0	02/07/2018	02/07/2018	58.78
							58.78
201-15-220-000-4383	Gas Utilities CONSTELLATION NEWENEF	01/19/18	GAS	0	02/07/2018	02/07/2018	559.82
							559.82
201-15-220-000-4404	Machiner & I NORTH SHORE COMPRESS	56828	AIR TEST & MAINTENANCE- FI	0	02/07/2018	02/07/2018	649.35
	SANDSTONE NAPA	01/25/18	FD & STREETS EQUIPMENT R	0	01/25/2018	02/07/2018	29.98
							679.33
201-15-220-000-4433	Dues and St						

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	MN STATE FIRE DEPT ASSO	2018 DUES	2018 REGION 7 DUES	0	02/07/2018	02/07/2018	200.00
							<u>200.00</u>
201-15-220-000-4499	Miscellaneous BCA	01/30/18	FD BACKGROUND CHECK	0	01/30/2018	02/07/2018	15.00
							<u>15.00</u>
						Total Dept. Fire:	1,568.54
						Total Fund Fire Protection:	1,568.54
Fund: 228 Economic Development							
Dept: 50-540 Economic Development							
228-50-540-000-4300	Professional KENNEDY & GRAVEN	12312017	CODE,VORK,WT,ANE, KC TIFF	0	02/07/2018	02/07/2018	150.00
							<u>150.00</u>
228-50-540-000-4351	Notices & Pl PINE COUNTY COURIER	01252018	PUB MINUTE & ORD	0	02/07/2018	02/07/2018	46.25
							<u>46.25</u>
228-50-540-000-4433	Dues and St NORTHERN TECHNOLOGY I	42	GPS 45-93 DUES 2018	0	02/07/2018	02/07/2018	850.00
							<u>850.00</u>
228-50-540-000-4499	Miscellaneous KETTLE RIVER GRAFIX	49105	EDA NAME PLATE HOLDER	0	02/07/2018	02/07/2018	31.86
							<u>31.86</u>
						Total Dept. Economic Development:	1,078.11
						ic Development Authority:	1,078.11
Fund: 401 Capital Projects Fund							
Dept: 40-451 Capital Equipment							
401-40-451-000-4442	Refunds & R DEGERSTROM CONSTRUCT	01122018	DMV/CIP ROOM REPAIR	0	02/07/2018	02/07/2018	6,720.00
							<u>6,720.00</u>
						Total Dept. Capital Equipment:	6,720.00
						and Capital Projects Fund:	6,720.00
Fund: 406 TIF KC Companies							
Dept: 40-465 KC COMPANY							
406-40-465-000-4300	Professional KENNEDY & GRAVEN	12312017	CODE,VORK,WT,ANE, KC TIFF	0	02/07/2018	02/07/2018	105.00
							<u>105.00</u>
						Total Dept. KC COMPANY:	105.00
						Fund TIF KC Companies:	105.00
Fund: 601 Water Fund							
Dept: 60-911 Water Production/Di							
601-60-911-000-4210	General Ope KETTLE RIVER GRAFIX	49132	Z FOLD WTR/SWR	0	02/07/2018	02/07/2018	4.00
							<u>4.00</u>
601-60-911-000-4300	Professional PEOPLESERVICE, INC.	30145	WATER MONTHLY SERVICE	0	02/07/2018	02/07/2018	225.00
	PEOPLESERVICE, INC.	30145	WATER MONTHLY SERVICE	0	02/07/2018	02/07/2018	4,896.00

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							5,121.00
601-60-911-000-4321	Telephone CENTURYLINK	01232018	PHONE CHARGES	0	02/07/2018	02/07/2018	11.66
							11.66
601-60-911-000-4322	Postage POSTMASTER	12018	UB- BLUE CARDS REPLENISH	0	02/07/2018	02/07/2018	79.68
							79.68
601-60-911-000-4381	Electric Utilit MINNESOTA POWER	0115-222018		0	02/07/2018	02/07/2018	1,162.62
							1,162.62
601-60-911-000-4499	Miscellaneous MN DNR ECO & WATER RES		WATER PERMIT ANNUAL	0	02/07/2018	02/07/2018	144.89
							144.89
							Dept. Water Production/Distribution: 6,523.85
							Total Fund Water Fund: 6,523.85
Fund: 602 Sewer Fund							
Dept: 50-950 Sewer Services							
602-50-950-000-4210	General Ope KETTLE RIVER GRAFIX	49132	Z FOLD WTR/SWR	0	02/07/2018	02/07/2018	4.00
							4.00
602-50-950-000-4300	Professional PEOPLESERVICE, INC. PEOPLESERVICE, INC.	30145 30145	WATER MONTHLY SERVICE WATER MONTHLY SERVICE	0 0	02/07/2018 02/07/2018	02/07/2018 02/07/2018	296.60 4,896.00
							5,192.60
602-50-950-000-4322	Postage POSTMASTER	12018	UB- BLUE CARDS REPLENISH	0	02/07/2018	02/07/2018	79.68
							79.68
602-50-950-000-4381	Electric Utilit EAST CENTRAL ENERGY MINNESOTA POWER	01122018 0115-222018	POWER @ PONDS	0 0	02/07/2018 02/07/2018	02/07/2018 02/07/2018	50.88 840.10
							890.98
602-50-950-000-4386	Sewer water SANDSTONE/CITY OF//	12018	WTR/SWR/STORM W	0	02/07/2018	02/07/2018	40.96
							40.96
602-50-950-000-4404	Machiner & I GENERAL REPAIR SERVICE	65299	LIFT STATION REPAIR/INSPEC	0	02/07/2018	02/07/2018	1,853.42
							1,853.42
602-50-950-166-4583	Sewer Capit: MIDWEST ELECTRIC & GEN	170835-2	LIFT STATION GENERATOR	56720	01/18/2018	01/18/2018	9,072.00
							9,072.00
							Total Dept. Sewer Services: 17,133.64
							Total Fund Sewer Fund: 17,133.64
Fund: 603 STORM WATER							
Dept: 50-951 Storm Water Service							
603-50-951-000-4322	Postage POSTMASTER	12018	UB- BLUE CARDS REPLENISH	0	02/07/2018	02/07/2018	12.00
							12.00

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							Total Dept. Storm Water Services: 12.00
							otal Fund STORM WATER: 12.00
Fund: 610 EDA Apartments							
Dept: 50-541 Senior & Family Ho							
610-50-541-000-4611	Bond Interes						
	U S BANK	2012018	LEVY FOR WILD RIV DS SHOR	56719	02/07/2018	01/19/2018	36,588.84
							36,588.84
							Total Dept. Senior & Family Housing: 36,588.84
							tal Fund EDA Apartments: 36,588.84
							Grand Total: 96,782.53
							January Payroll 14,008.45
							Total \$110,790.98



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NLX Alliance Leadership

Cambridge

Duluth

Mille Lacs Band of Ojibwe

Superior

St. Louis & Lake Counties Regional Railroad Authority

Technical Advisory Committee

Cambridge

Duluth

Mille Lacs Band of Ojibwe

Sandstone

Superior

St. Louis & Lake Counties Regional Railroad Authority

Other Joint Powers Board Members

Hennepin County

Minneapolis

Pine County

January 24, 2018

The Honorable Peter Spartz
Mayor of Sandstone
Sandstone City Hall
119 4th Street
Sandstone, MN 55072

Dear Mayor Spartz,

The effort to return passenger rail service along the Northern Lights Express corridor is about to achieve a major milestone. Since forming the Northern Lights Express Alliance in 2007, we've had one goal: pursue a data-driven process that leads to eligibility for federal funding to build the railroad.

Watch for news in the coming days confirming we have succeeded in reaching that goal.

The recognition of this success is the issuance of a Finding of No Significant Impact (FONSI) following a two year Tier 2 Environmental Assessment. The members of the NLX Alliance are obviously pleased and are now planning for the transition from data driven to advocacy focused with a theme of *NLX Now!*

Your support of the Northern Lights Express project is what helped us reach this point. Going into 2018 we need your partnership even more and that is why your \$1,500.00 contribution to the NLX Alliance is so important and so much appreciated.

Through your representative on the Technical Advisory Committee you have a voice in the Northern Lights Express planning process for building a stronger economy and connecting people with intercity passenger rail.

This is a train that will change everything!

Sincerely, ~

Elissa Hansen, Duluth City Councilwoman
NLX Alliance Chair

cc: Kathy George, City Administrator

Minneapolis-Duluth/Superior Passenger Rail Alliance
Administrative Agency: St. Louis & Lake Counties Regional Railroad Authority
Executive Director: Bob Manzoline, 111 Station 44 Road, Eveleth, MN 55734
Phone: (218) 744-1388 * Toll free: (877) 637-2241



January 29, 2018

The Honorable Peter Spartz
Mayor of Sandstone
Sandstone City Hall
119 4th Street
Sandstone, MN 55072

Dear Mayor Spartz & City Councilors:

Thank you for your contribution to the 2018 budget for advancing Northern Lights Express, the proposed high-speed rail project between Minneapolis and Duluth/Superior. Your contribution, combined with support from the other corridor cities, counties, the tribal government and the state, will help move our passenger rail project through the various stages leading up to a service launch.

Your involvement has been key to demonstrating our local commitment to this project. As part of our ongoing efforts, we're at the table working through a data-driven process with our state and federal partners as well as discussing future funding needs.

On behalf of the board of the Minneapolis – Duluth/Superior Passenger Rail Alliance, I wish to thank you for your smart investment. The payoff will come in providing a new transit option that is environmentally sound, creates new jobs, boosts to local business and tourism ventures, and provides new connections to other transit ways in Minnesota.

Again, thank you for your continued involvement and support. It is appreciated!

Sincerely,

A handwritten signature in blue ink, appearing to read 'Elissa Hansen', is written over a faint, illegible printed name.

Elissa Hansen, Chair

Minneapolis-Duluth/Superior Passenger Rail Alliance

Administrative Agency: St. Louis & Lake Counties Regional Railroad Authority
Executive Director Bob Manzoline, 111 Station 44 Road, Eveleth, MN 55734
Phone: (218) 744-1388 * Toll free: (877) 637-2241



Whole Community Long-Term Recovery from Disaster Workshops (Phase 1)

Purpose: To prepare local community leaders for leading their communities through long-term recovery from disasters, both natural and manmade.

Need: Communities and their leaders are better prepared for short-term recovery from disasters than they are for the long-term recovery process. Many regional, state and federal organizations may help with the initial recovery that involves health, safety, and public infrastructure, but the community itself will have to lead the long-term recovery process and assist private citizens and businesses with recovery.

Intended audience: Local community leaders from listed USDA RDI communities, including elected and appointed leaders of townships, cities, counties and civic and non-profit groups that can be expected to be involved in the long-term recovery of their communities from disaster events.

Training Plan: To carry out two 2.5 hour workshops in the Initiative Foundations region during March of 2018. Workshop 1 will be held on at the March 1st at the Rolf Olsen Center in Onamia MN. Workshop 2 will be held on March 21st at the Brainerd Fire Department Training Room. Each workshop will be held from 3:30 -6:00 pm.

Cost: There is no cost for eligible communities, see next page for list of eligible communities.

Registration for workshop 1 in Onamia, March 1st: <https://www.picatic.com/event15162804842770>

Registration for workshop 2 in Brainerd, March 21st: <https://www.picatic.com/event15162865029884>

Partners: Initiative Foundation, Minnesota Department of Homeland Security and Emergency Management, The Funders Network and USDA Rural Development Initiative and the consulting firm of Daniel Frank On Target Solutions LLC.

Desired Outcome: That local leaders will gain a basic understanding of Long-Term Disaster Recovery and leave the workshop with the knowledge and resources they need to stand up a local Long-Term Recovery Team in the Event of a Disaster in their community.

See Next page for Topics to be covered and list of Eligible Communities

Topics to be Covered

- Most Likely Disasters in the Region
- Disaster Recovery Phases and Priorities for Leaders

- Review Local Long-Term Recovery Team Functions
- Understand how to identify and recruit a Local Long-Term Recovery Team
- Business Recovery
- Overview of Local, Regional, State and Federal Resources for Long-Term Recovery
- Learn about phase two day long Long-Term Recovery Team training opportunities
- Gain an understanding about setting up Long-Term Recovery Funds
- Review take away Materials/Resources for Long-Term Recovery in the event of a Disaster.

List of eligible communities for the Initiative Foundation Whole Community Long-Term Recovery Program

- Brainerd
- Cambridge
- Eden Valley
- Emily
- Fifty Lakes
- Garrison
- Hackensack
- Howard Lake
- Isle
- Long Prairie
- Longville
- Menahga
- Milaca
- Ogilvie
- Onamia
- Pequot Lakes
- Pierz
- Pillager
- Pine River
- Remer
- Sandstone
- Sebeka
- Staples
- Upsala
- Verndale
- Wahkon

Questions? Contact Dan Frank at: 218-820-1094 (text message or voice message) or email at: danfrank1952@gmail.com.

Initiative Foundation partners in this work:

