

SANDSTONE CITY COUNCIL
WEDNESDAY – SEPTEMBER 5, 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)
 - a. Bill Jansen – 210 Division Street (pgs. 4-6)
6. Reports
 - a. Sheriff's Deputy Report (pgs. 7-10)
 - b. Fire Department Report
 - i. Fire Department Relief Association By-Laws (pgs. 11-21)
 - c. Library Report – August, 2018 (pg. 22)
 - d. Planning Commission Meeting – August 8, 2018 (pgs. 23-28)
 - e. Park & Rec Commission Meeting – August 10, 2018 (pgs. 29-31)
 - f. Rental Inspection Report – Andrew Luedtke (pg. 32)
 - g. Building Inspection Report – Richard Drotning (pgs. 33-34)
 - h. Small Cities Development Program Update (pg. 35)
 - i. PeopleService Report – July, 2018 (pgs. 36-43)
 - i. Muffin Monster Replacement (pgs. 44-46)
 - ii. Paul Christensen – PeopleService, Inc. Operation and Maintenance Agreement (pg. 47-64)
 - j. Financial Reports
 - i. Cash Balance, Revenue & Expenditure Report – July, 2018 (pg. 65)
 - ii. A/P Clerk Claims – August, 2018 (pgs. 66-76)
7. Public Hearings / Presentations:
 - a. Preliminary 2019 Budget / Levy (pgs. 77-80)
8. Consent Agenda:
 - a. Approve Special Council Meeting Minutes: August 1, 2018 (pg. 81)
 - b. Approve Regular City Council Meeting Minutes: August 1, 2018 (pgs. 82-87)
 - c. Approve Special Council Meeting: August 20, 2018 Budget Work Session (pgs. 88-89)
 - d. Approve Special Council Meeting: August 20, 2018 Interviews (pg. 90)
 - e. Approve Cemetery Deed: James Vanderwerf (pg. 91)

- f. Approve Temporary Liquor License – Old School Arts Center (pg. 92)
- g. Approve Special Permit – Use, Consumption, & Display of Beer in Train Park – American Legion Post 151 (pg. 93)
- h. Rental Building Appeals Board (pg. 94)
- i. Approve 2019 Allocation to the Initiative Foundation (pg. 95)
- j. 2018 Election Update (pg. 96)
- 9. Old & Continuing Business:
 - a. Security Cameras (pgs. 97-98)
 - b. Greg Anderson - River Bluff Project (pgs. 99-100)
- 10. New Business
 - a. Essentia Health Sandstone – Temporary Job Trailer (pgs. 101-103)
 - b. 2018 LMC Regional Meetings (pgs. 104-105)
 - c. City Administrator Employment Agreement Amendment (pgs. 106-108)
- 11. Written Notices and Communications
- 12. Administrator’s Report
- 13. Adjourn

UPCOMING MEETINGS

- | | |
|--------------|---|
| September 5 | 6:00 p.m. – City Council Meeting |
| September 6 | 10:30 a.m. – East Central Housing Organization (ECHO) |
| September 12 | 7:00 p.m. – Planning Commission Meeting |
| September 14 | 8:00 a.m. – Park & Recreation Commission Meeting |
| September 25 | 6:30 p.m. – Hospital District Meeting |
| September 26 | 10:00 a.m. – NLX Alliance Meeting |
| September 26 | 6:00 p.m. – EDA Meeting |
| October 3 | 6:00 p.m. – City Council Meeting |
| October 6 | Kettle River Watershed Mural Unveiling |

CITY OF SANDSTONE
Memorandum

TO: Mayor and City Council
FROM: Kathy George, City Administrator
DATE: September 5, 2018
SUBJECT: Bill Jansen – 210 Division Street

BACKGROUND: The City received complaints about a camper located on the property that is hooked up to water and electricity, stating that people are in and out of the camper at all hours and lights are on at night; giving the appearance that the camper is being used for living quarters.

After inspection by Richard Drotning, a letter was sent to the owner, Shawn Jansen. This is a rental property.

Bill Jansen has been in contact with the City and he would like to speak with the City Council. He submitted an “Action Log” for your consideration.

ATTACHMENT(S) August 14, 2018 Letter to Shawn Jansen
Action Log submitted by Bill Jansen

STAFF
RECOMMENDATION

AUGUST 14th, 2018

Shawn Jansen
67782 Pine rd N
Askov, MN 55704

Re: Parcel No. R45.5163.000 210 Division st
Zoning Violation: Camper being lived in on property that has a dwelling

Dear Property Owner:

I am writing with regard to the above-referenced matter.

Please be advised that it has come to the attention of the City of Sandstone that a Violation exists on your property located at 210 Division Street Sandstone mn.

Specifically your property contains the following violation:

Camper being lived in on the property that has a dwelling

1. Zoned R1 Residential low density
Single family dwelling use: only one single family dwelling is permitted on property.

Maintaining a zoning violation, such as is listed above, is a violation of the Sandstone City Ordinance.

Please take the following action within 10 days:

1. Remove this violation from your property within 10 days or;
2. Attend the Sandstone City Council meeting on September 5th at 7:00 p.m. at the Sandstone City Hall to discuss a timely removal of this violation from your property with the Council.

Should you fail to take the above-listed action, then the City will initiate legal action under the provisions of the Sandstone City ordinance.

Violation of the Sandstone ordinance is a misdemeanor punishable by up to a \$1000 fine and/ or 90 days in jail. In addition to criminal prosecution, the City may seek a court order requiring you to eliminate the violating conditions in the future. Finally, the City will seek to collect from you its cost in abating the violation, including reasonable attorney's fees and any other amounts incurred by the city in enforcing the provisions of its ordinance. Such collection efforts, among others, may include an assessment of such costs against your property.

I thank you in advance for your prompt cooperation in this matter.

Yours truly,

Kathy George
Sandstone City Administrator

Richard Drotning
Building Official

Action Log for 210 Division Street RV Issue - Bill Jansen

8/16 – Received letter from City of Sandstone

8/16 – Copied city letter and prepared letter to renters requesting RV be removed

8/16 – Delivered letter in person at 210 Division St.

8/20 – RV still parked behind property. Discussed situation face-to-face with renters. Was informed that 2 additional people have moved into the residence and that one is providing care to the existing renters. I explained that I would need to have a new lease prepared and that I would need to complete background checks on the new “residents” before I could modify the lease.

8/21-Contacted Sandstone City administrator to discuss the situation, and inform her that action was being taken.

8/21- Delivered a rental application to 210 Division Street.

8/22- Picked up rental application and initiated background checks.

8/23-Provided a statement of Intent letter to the current tenants and new applicants stating conditions that would need to be met in order for the new applicants to be added onto a new lease.

8/24-Contacted city administrator, Kathy, by phone to advise her of progress and to inform her of my intent to attend the September 5th Council meeting.



PINE COUNTY SHERIFF'S OFFICE

Sheriff Jeff Nelson
 635 Northridge Drive NW, Suite 100
 Pine City, MN 55063
 320-629-8380 Office * 320-629-8392 Fax

sandstone by zone

Printed on August 6, 2018

CFS Date/Time	CFS #	Description	Street Name
07/29/18 00:37	PI180718506	Check Business	OLD WAGON RD
07/29/18 01:01	PI180718509	Traffic Stop	STATE HWY 23
07/29/18 01:05	PI180718510	Traffic Stop	QUARRY PL
07/29/18 01:44	PI180718511	Traffic Stop	STATE HWY 123 W
07/29/18 02:17	PI180718513	Traffic Stop	MILITARY RD
07/29/18 04:10	PI180718517	Medical Transport	COURT AVE S
07/29/18 07:42	PI180718522	medical	COURT AVE S
07/29/18 09:51	PI180718524	Traffic Stop	MAIN AVE S
07/29/18 15:33	PI180718548	Property Lost/Found	ORIOLE ST E
07/29/18 15:45	PI180718550	Traffic Stop	4TH ST
07/29/18 17:34	PI180718554	Suspicious Activity	EAGLE DR
07/29/18 18:19	PI180718556	Detail	ORIOLE ST E
07/29/18 20:47	PI180718563	Subject Stop	WASHINGTON AVE
07/29/18 21:06	PI180718566	Traffic Stop	STATE HWY 23
07/29/18 21:39	PI180718570	Traffic Stop	8TH ST
07/30/18 10:18	PI180718594	Informational	ORIOLE ST E
07/30/18 13:25	PI180718609	Animal Disturbance	MAIN AVE S
07/30/18 15:19	PI180718619	Theft	QUARRY PL
07/30/18 20:59	PI180718632	Unknown Trouble	EAGLE DR
07/30/18 21:34	PI180718635	Medical Transport	COURT AVE S
07/31/18 16:06	PI180718679	Driveoffs	STATE HWY 123
07/31/18 20:26	PI180718695	Civil Matter	OLD MILITARY RD S
08/01/18 00:42	PI180818702	Suspicious Activity	MAIN AVE N
08/01/18 00:43	PI180818703	medical	COURT AVE S
08/01/18 06:18	PI180818708	Security Alarm	MAIN AVE N
08/01/18 10:45	PI180818718	Funeral Escort	COMMERCIAL AVE N
08/01/18 15:37	PI180818740	Rescue	
08/01/18 17:05	PI180818749	Informational	4TH ST
08/01/18 19:20	PI180818754	Suspicious Activity	COURT AVE N
08/01/18 21:24	PI180818768	Informational	OLD MILITARY RD S
08/02/18 00:42	PI180818775	Check Business	OLD WAGON RD
08/02/18 01:02	PI180818777	Suspicious Activity	STATE HWY 23 S
08/02/18 07:04	PI180818787	Unwanted Person	OLD MILITARY RD S
08/02/18 17:29	PI180818831	Juvenile Trouble	OLD WAGON RD
08/02/18 18:20	PI180818835	Attemp Pickup	STATE HWY 23 N
08/02/18 19:35	PI180818842	Property Lost/Found	1ST ST
08/02/18 21:42	PI180818853	medical	QUARRY PL
08/02/18 22:39	PI180818855	Attempt to Locate	LUNDORFF DR
08/02/18 23:36	PI180818857	Assist Other Agency	3RD ST
08/03/18 01:28	PI180818863	Security Alarm	LUNDORFF DR

CFS Date/Time	CFS #	Description	Street Name
08/03/18 09:46	PI180818877	Detail	ORIOLE ST E
08/03/18 16:34	PI180818903	Informational	OLD WAGON RD
08/03/18 21:33	PI180818926	Traffic Stop	
08/03/18 22:35	PI180818931	Sound of Shots	CREEKSIDE LN
08/04/18 01:33	PI180818948	Traffic Stop	QUARRY PL
08/04/18 01:41	PI180818950	Check Business	OLD WAGON RD
08/04/18 02:34	PI180818952	Traffic Stop	STATE HWY 23 S
08/04/18 18:15	PI180818996	Paper Service	1ST ST
08/04/18 19:32	PI180818996	medical	LUNDORFF DR
08/04/18 21:16	PI180818999	Customer Trouble	HWY 23 N
08/04/18 21:24	PI180819001	Check Welfare	ANGLE AVE

Total Records: 51



PINE COUNTY SHERIFF'S OFFICE

Sheriff Jeff Nelson
635 Northridge Drive NW, Suite 100
Pine City, MN 55063
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sandstone by zone

Printed on August 13, 2018

CFS Date/Time	CFS #	Description	Street Name
08/05/18 05:58	PI180819024	medical	PINE AVE S
08/05/18 08:07	PI180819026	Hold Up Alarm	LUNDORFF DR
08/05/18 09:31	PI180819031	Informational	COURT AVE S
08/05/18 13:46	PI180819052	Informational	ORIOLE ST E
08/05/18 17:41	PI180819068	Theft	ANGLE AVE
08/05/18 18:10	PI180819071	Suspicious Activity	COURT AVE S
08/05/18 18:50	PI180819074	Detail	LUNDORFF DR
08/05/18 20:30	PI180819094	Order Violation	COURT AVE N
08/05/18 20:59	PI180819091	medical	EISENHOWER ST
08/06/18 15:45	PI180819140	Disturbance	COURT AVE S
08/06/18 23:18	PI180819177	Traffic complaint	1ST ST
08/07/18 14:22	PI180819208	Police Test Call	STATE HWY 23 N
08/07/18 15:30	PI180819215	Detail	ORIOLE ST E
08/08/18 12:34	PI180819260	Neighbor Trouble	GRANT AVE
08/08/18 14:11	PI180819264	Detail	STATE HWY 23 N
08/08/18 15:04	PI180819269	Lift Assist	COMMERCIAL AVE N
08/08/18 17:52	PI180819297	Detail	4TH ST
08/08/18 18:39	PI180819301	Assault	MINNESOTA ST
08/08/18 20:54	PI180819312	medical	LUNDORFF DR
08/09/18 00:17	PI180819320	Check Business	OLD WAGON RD
08/09/18 06:10	PI180819329	medical	QUARRY PL
08/09/18 10:23	PI180819336	Gas Leak In/Out	5TH ST
08/09/18 12:23	PI180819343	medical	PRISON RD
08/09/18 16:25	PI180819361	medical	COURT AVE S
08/09/18 21:15	PI180819391	Check Business	OLD WAGON RD
08/10/18 00:44	PI180819399	Traffic Stop	5TH ST
08/10/18 01:01	PI180819400	Traffic Stop	QUARRY PL
08/10/18 01:11	PI180819402	Traffic Stop	QUARRY PL
08/10/18 16:49	PI180819448	Disturbance	MILITARY RD S
08/10/18 17:13	PI180819450	Customer Trouble	HWY 23 N
08/10/18 17:48	PI180819456	Animal Check Welfare	4TH ST
08/10/18 21:04	PI180819478	Check Business	OLD WAGON RD
08/11/18 12:10	PI180819516	Disturbance	OLD MILITARY RD S
08/11/18 15:24	PI180819529	Crank 911 calls	COMMERCIAL AVE N
08/11/18 21:58	PI180819559	Disturbance	2ND ST
08/11/18 21:59	PI180819560	Disturbance	2ND ST

Total Records: 36



PINE COUNTY SHERIFF'S OFFICE

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635 Northridge Drive NW, Suite 100
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sandstone by zone

Printed on August 27, 2018

CFS Date/Time	CFS #	Description	Street Name
08/19/18 02:31	PI180820110	Unknown Trouble	COMMERCIAL AVE N
08/19/18 03:44	PI180820116	Burglary	MAIN AVE N
08/19/18 14:17	PI180820143	medical	5TH ST
08/19/18 22:11	PI180820168	Disturbance	OLD MILITARY RD S
08/20/18 01:39	PI180820178	Driveoffs	QUARRY PL
08/20/18 02:29	PI180820180	Suspicious Activity	LUNDORFF DR
08/20/18 19:04	PI180820234	Customer Trouble	MINNESOTA ST
08/20/18 19:04	PI180820235	Unwanted Person	HWY 23 N
08/20/18 20:13	PI180820238	Intoxicated Person	MAIN AVE S
08/21/18 08:34	PI180820256	Theft	1ST ST
08/21/18 09:24	PI180820259	Paper Service	PRISON RD
08/21/18 10:34	PI180820262	Check Welfare	MAIN AVE N
08/21/18 17:07	PI180820288	Public Assist	COURT AVE N
08/21/18 20:38	PI180820298	Neighbor Trouble	DIVISION ST
08/22/18 13:59	PI180820343	Detail	STATE HWY 23 N
08/22/18 23:02	PI180820372	Check Business	
08/22/18 23:36	PI180820373	Check Business	STATE HWY 123
08/23/18 12:34	PI180820397	Extra Patrol	DIVISION ST
08/23/18 17:12	PI180820410	Theft	WASHINGTON ST
08/23/18 17:41	PI180820411	Unknown Trouble	MINNESOTA ST
08/23/18 18:22	PI180820414	Informational	MINNESOTA ST
08/23/18 19:02	PI180820418	Crank 911 calls	COMMERCIAL AVE N
08/23/18 19:24	PI180820420	Animal Disturbance	COMMERCIAL AVE N
08/23/18 19:30	PI180820421	Suspicious Activity	MINNESOTA ST
08/23/18 20:09	PI180820427	Assault	PARK AVE
08/23/18 21:27	PI180820434	Harrassment	STATE HWY 23 S
08/23/18 22:17	PI180820439	Traffic Stop	STATE HWY 23 S
08/23/18 23:10	PI180820441	Check Business	OLD WAGON RD
08/24/18 01:02	PI180820444	Check Welfare	EISENHOWER ST
08/24/18 01:07	PI180820445	Traffic Stop	COMMERCIAL AVE N
08/24/18 07:06	PI180820453	Follow Up	ORIOLE ST E
08/24/18 11:10	PI180820469	Disturbance	MAIN AVE S
08/24/18 15:56	PI180820490	Suspicious Activity	COURT AVE N
08/24/18 17:24	PI180820500	Paper Service	1ST ST
08/24/18 20:12	PI180820517	Traffic Stop	PINE AVE S
08/24/18 20:37	PI180820524	Traffic Stop	3RD ST
08/24/18 23:40	PI180820538	Informational	MINNESOTA ST

Total Records: 37

CITY OF SANDSTONE
Memorandum

TO: Mayor and City Council
FROM: Kathy George, City Administrator
DATE: September 5, 2018
SUBJECT: Fire Department Relief Association ByLaws

BACKGROUND: The State is asking for the following documents before they will release the annual Fire Aid for the Relief Association:

- Relief Association meeting minutes
- City Council meeting minutes
- Most recent Bylaws of the Relief Association

This request has to do with providing 3% interest per year for deferred members, as was the case in the reports that were submitted for 2017.

The Relief Association approved the latest bylaws “dated January 23, 2012”. The Association had been working for a few years to update the Bylaws. There is no indication in City Council meeting minutes that the Council approved the latest bylaws.

In order to clear this matter up and provide the required documents to the State by the September 15th deadline, the Relief Association is asking the City Council to approve the attached Bylaws.

ATTACHMENT(S) Bylaws of the Sandstone Fire Department Relief Association
STAFF Review and approve
RECOMMENDATION

**BYLAWS
OF THE
SANDSTONE FIREFIGHTERS RELIEF ASSOCIATION**

This instrument constitutes the Bylaws of the Sandstone Firefighters Relief Association adopted for the purpose of regulating and managing the internal affairs of the corporation and shall serve as the written defined benefit pension for the relief association.

PURPOSE

The Purpose of the Sandstone Firefighters Relief Association (*Association*) is to provide retirement relief and other benefits to its members and dependents. The Sandstone Firefighters Relief Association is a non-profit corporation that receives and manages public money to provide retirement benefits for individuals providing the governmental services of firefighting and emergency first response. These bylaws and federal and state laws govern all benefits issued by this Association.

ARTICLE I

MEMBERSHIP

1.1 Any regular active member of the **Sandstone Fire Department** shall be eligible to apply for membership in this *Association*. Membership fees, dues, fines and assessments shall be deposited in the General Fund of the *Association*.

1.2 Written application accompanied by an application fee of \$1.00 may be made at any regular or special meeting of the *Board of Trustees*, and may be laid over for one month for consideration. If the application is not approved, the application fee shall be returned to the applicant noting thereon with particularity, which qualification(s) are not met. Thereafter the applicant shall be given the opportunity to appear before the full Board, within the next 30 days, to support a claim for membership.

1.3 **Classes of members.** There shall be the following classes of members in the *Association*;

1.3.1 **Active members.** Active Members are members that have not been suspended or expelled from the Association, are actively performing fire suppression duties or supervising fire suppression duties, and are a member in good standing of the Sandstone Fire Department. Annually, by January 31, the fire chief of the Sandstone Fire Department shall submit to the Board a written certified list of Active Members for the prior year. Individuals not listed on this certified list shall not receive credit for any portion of that prior year.

1.3.2 **Deferred members.** Deferred members shall be those members who have not yet reached the age of 50 years but who have served at least 10 years of active duty as a firefighter in the **Sandstone Fire Department**, have separated from such service as a firefighter and have been a member in good standing of the *Association* at least 10 years prior to such retirement.

1.3.3 **Retired members.** Retired members shall be those members who have received a service pension from the *Association*.

1.3.4 **Inactive members** Those members who have been suspended for non-payment of dues; or are on a leave of absence as defined in Section 1.7; or have been separated prior to certification as defined in Section 1.9.

1.4 **Dues, assessment.** Dues and assessment and their method of collection shall be as hereinafter set forth:

1.4.1 Dues, when paid, are for the annual period (January 1 through December 31) or fraction thereof.

1.4.2 Active members shall pay the sum of \$100.00 per annum as dues or as stated in the annually adopted fee schedule. Dues may be altered by a favorable vote of 2/3 of the active members present and voting at such a meeting provided a quorum is present.

1.4.3 Annual dues will be collected on or before the date of the Annual meeting by the Treasurer.

1.4.4 Any member failing to pay annual dues within 90 days after the date of the regular annual meeting shall be mailed a notice of delinquency by the Secretary. If the dues are not paid within 30 days from the date of the notice of delinquency, membership in this *Association* shall automatically be suspended and the member forfeits all rights and benefits hereunder by such non-payment without any action by the *Association*, or any officer thereof.

1.5 Any member who shall in the opinion of a majority of the members of the *Board of Trustees*, fraudulently claim benefits from, or defraud or attempt to defraud the *Association* in any way, shall be suspended from membership by the *Board*, and shall forfeit all further rights to benefits from the *Association*.

1.6 Any suspended member can only be reinstated upon application for reinstatement in writing, presented at a regular or special meeting of the *Association*, accompanied by a sum equal to the amount which would have been payable during the period of suspension, plus a reinstatement fee as set in annually adopted fee schedule upon the favorable vote of 2/3 of the active members present and voting at such meeting, providing that a quorum is present. Notice of the meeting and a written statement of the particular charges shall be given to the member at least five (5) days, excluding the date of the meeting, in advance of the meeting. The member shall be given an opportunity to be heard at the meeting. If the application for reinstatement is rejected, the money accompanying the same shall be returned to the applicant.

1.7 Leave of Absence.

1.7.1 Any member may be granted a leave of absence by written request to the Secretary of the *Association* and subject to the approval of the Association President within 14 days of the date of the written request for up to two (2) years if also granted a leave by the **Sandstone Fire Department**. During such leave the member is relieved of paying dues to this *Association*, and during such leave and period of nonpayment of dues, shall not be entitled to any benefit whatsoever. If, after expiration of such leave, the member again becomes an active duty member in the **Sandstone Fire Department**, the member can be reinstated to the Association by payment of one-half of the dues accrued during the actual time of the approved leave of absence.

1.7.2 Any member who enlists or is drafted to enter the Armed Services of the United States of America shall be relieved of paying dues in this *Association* during the time of active military service, but shall retain all rights and benefits in the *Association*.

(1) Subject to restrictions stated in M.S. 424A.021, a volunteer firefighter who is absent from firefighting service in the uniformed services, as defined in United States Code, title 38, section 4303(13), may obtain service credit not to exceed five years, unless a longer period is required under United States Code, title 38, section 4312.

(a) To be eligible for service credit under this section, the volunteer firefighter must return to firefighting service with coverage by the *Association* upon discharge from service in the uniformed service within the time frame required in United States Code, title 38, section 4312(e).

(b) Service credit is not authorized if the firefighter separates from uniformed service with a dishonorable or bad conduct discharge or under other than honorable conditions.

(c) Service credit is not authorized if the firefighter fails to provide notice to the fire department that the individual is leaving to provide service in the uniformed service, unless it is not feasible to provide that notice due to the emergency nature of the situation.

1.7.3 Any member who received disability benefits due to a fire related injury, for a period of more than one month in any calendar year shall be relieved of paying dues in this *Association* during the period of disability, but shall retain all other rights and benefits in the *Association*.

1.7.4 Leave of absence time is not active time and does not count towards retirement.

1.8 Breaks in Service. Any member who has ceased to perform or supervise fire suppression and fire prevention duties prior to reaching age 50, or former members that have received payment for an accrued pension

or benefit for at least 60 days, shall be eligible to resume active membership in the *Association* should the member resume active firefighting duties with the Fire Department.

1.8.1 Any member that has not received a service pension, returning from a break in service must remain in active service equal in time to the break in service in order to qualify for any pension increases having occurred during the time. If this requirement is not met prior to the individual's resignation, the retirement benefits will revert to those in effect at such time as the break in service began.

1.8.2 Return to Service. Any member that has received a service pension must serve for the minimum vesting period upon a resumption of active service to accrue any additional service credit with the *Association*. If the member completes the minimum period of resumption service specified in 6.1.1(3) prior to a subsequent cessation of firefighting duties, the member shall receive a service pension for the years of active service calculated at the benefit level in effect on the date of the member's final cessation of duties, however, no member may be paid a service pension twice for the same period of service. If the member does not complete the minimum period of resumption service specified in 6.1.1(3) prior to a subsequent cessation of duties, the member shall receive no credit for the subsequent period of active service.

1.8.3 A break in service does not include an approved leave of absence, pursuant to these bylaws or state law.

1.9 Termination of membership. Active members may be expelled from the *Association* for cause by a 2/3 vote of all the members at a regular or special meeting provided a quorum is present. Notice of the meeting and a written statement of the particular charges shall be given to the member at least 15 days, excluding the date of the meeting, in advance of the meeting. The member shall be given an opportunity to be heard at the meeting. Cause for termination shall include, but not be limited to, resignation or discharge from the **Sandstone Fire Department**, failure to account for money belonging to the *Association*, feigning illness or injury for the purpose of defrauding the *Association*. Any non-vested member separated from the **Sandstone Fire Department** is automatically separated from the Relief Association effective upon the date of the **Sandstone Fire Department** separation.

ARTICLE II BOARD OF TRUSTEES

2.1 The Board of Trustees as specified under Minn. Stat. 424A.04, shall be composed of the following nine (9) persons: a President, a Vice President, a Secretary, a Treasurer and two (2) general Trustees, each of whom shall be elected for a three-year term as specified in this Article, or until their successor has been elected and qualified, at the annual meeting of the *Association* from its members, and the statutory members: the Chief of the **Sandstone Fire Department**, and one elected municipal official and one appointed municipal official who are designated annually as municipal representatives by the City Council of the **City of Sandstone**.

2.2 The terms of office of the general Trustees and the officers shall be grouped as follows: (President and one General Trustee), (Vice President and Secretary), (Treasurer and one General Trustee). The terms shall be arranged so that one group shall be elected at each annual meeting. If a vacancy, other than a vacancy caused by removal for cause of an officer or trustee, occurs during the term of office of any officer or trustee, the remaining members of the *Board of Trustees* shall elect a member of the *Association* to serve for the un-expired term of the vacated position.

2.3 A general trustee or officer may be removed for cause. Cause for removal shall include, but shall not be limited to, the breach of the duties as set forth in Articles II and III of these *Bylaws*. One or more of the Trustees or officers may be removed at a meeting of the membership which has been called for that purpose by a 2/3 vote of those active members present and voting at such meeting, provided a quorum is present. Notice of the meeting at which removal is to be considered, shall be given to each member and shall include the purpose of the meeting. The general trustee or officer shall be furnished with a statement of the particular charges at least five (5) days before the meeting is to be held. At the meeting, the general trustee or officer shall be given an opportunity to be

fully heard as to each charge. If a general trustee or officer is removed, a replacement shall be elected at the same meeting, and such replacement shall serve out the unexpired term of the removed general trustee or officer.

2.4 It shall be the duty of the Board of Trustees to prepare modes and plans for the safe and profitable investment of the un-appropriated funds of the *Association*, and whenever investments are made, to investigate and pass upon the securities offered and to attend to the drawing up and execution of the necessary papers.

2.4.1 The *Board* shall order an audit of the books and accounts of the Secretary and the Treasurer annually, according to law, and shall submit a written report of the condition of the *Association* to the members at the annual meeting.

2.5 The investment of the funds of the Association shall be in the exclusive control of the *Board of Trustees*, in conformance with state statutes 356A.06, subd. 7.

2.5.1 The Board shall have on file a copy of the investment policy of the *Association*.

2.5.2 The *Association* shall provide annually to its broker, *if it contracts with one*, a written statement of investment restrictions from the applicable state laws and the *Association's* investment policy. The broker must annually submit the Broker Certification form and any other required certification to the *Association* before the *Association* enters or continues business with said broker.

2.6 The members of the *Board of Trustees* shall act as Trustees with a fiduciary obligation to the members of the *Association*, to the **City of Sandstone** and to the **State of Minnesota**. In the discharge of their respective duties, each Trustee of the Board of Trustees is a fiduciary and shall be held to the standard of care enumerated in M.S. Section 11A.09. In addition, the Trustees must act in accordance with M.S. Chapter 356A. No Trustee of the Sandstone Firefighters Relief Association shall cause the relief association to engage in a transaction if the fiduciary knows or should know that a transaction constitutes one of the following direct or indirect transactions:

(1) sale, exchange, or leasing of any real property between the relief association and a board member;

(2) lending of money or other extension of credit between the relief association and a board member or member of the relief association;

(3) furnishing of goods, services, or facilities between the relief association and a board member; or

(4) transfer to a board member, or use by or for the benefit of a board member, of any assets of the relief association. Transfer of assets does not mean the payment of relief association benefits or administrative expenses permitted by law.

2.6.1 Prudent Person Standard. A fiduciary with this *Association* shall act in good faith and shall exercise that degree of judgment and care, under circumstances then prevailing, that persons of prudence, discretion and intelligence would exercise in the management of their own affairs, not for speculation, considering the probable safety of the plan capital as well as the probable investment return to be derived from the assets.

ARTICLE III **DUTIES OF THE OFFICERS**

3.1 It shall be the duty of the President to:

- (1) Attend and preside at all meetings of the *Association* and the *Board of Trustees*.
- (2) Enforce the due observance of the *Articles of Incorporation* and *Bylaws* and see that the other officers properly perform the duties assigned to them.
- (3) Sign all documents requiring the signature of the President.
- (4) Be a member of all committees except the Aid Committee.
- (5) Exercise careful supervision over the affairs of the *Association*.

3.2 It shall be the duty of the Vice President to:

- (1) Perform the duties of the President in the absence of the President. In the absence of both the President and the Vice President, it shall be the duty of the Association to elect a President Pro Tem, who shall perform the duties incident to the office.
- (2) Assist the President.
- (3) Be a member of the Aid Committee.

3.3 It shall be the duty of the Secretary to:

- (1) Keep a true and accurate record of the proceedings of all meetings of the *Association* and of the *Board of Trustees*.
- (2) Keep a correct record of all amendments, alterations, and additions to the *Articles of Incorporation* or the *Bylaws* in a separate book from the minute books of the *Association*.
- (3) Act as custodian of the records of the *Association*, sign its official papers, and perform such other duties as may be imposed by the *Board of Trustees*.
- (4) Cause due notice of all meetings of the *Association* and of the *Board of Trustees* to be given.
- (5) Submit a report in writing at each regular meeting of the *Board of Trustees* showing the names of all persons who have applied for membership or ceased to be members since the last report, the names of all persons to whom money has been paid, the amount, and the reason therefore, the amount of money received since the last report and the source thereof, the amount of money on hand, and where the same is invested or deposited, and such other information as will show the financial condition of the *Association*.
- (6) Keep a roll of membership, with the date of joining, resignation, discharge, leaves of absence, dues and assessments paid and relief or pensions furnished.
- (7) The Secretary's books shall be at all times open to inspection by the *Board of Trustees*.
- (8) Jointly with the Treasurer, the Secretary shall prepare and file all reports and statements as required by law.

3.4 It shall be the duty of the Treasurer to:

- (1) Prior to entering upon the duties of the office, give a bond in such amount as required by law, Minn. Stat. 69.051, subd.2, and with such sureties as may be required and approved by the *Board of Trustees*, conditioned upon the faithful discharge of trust and the faithful performance of the duties of the office. Such bond shall be paid for from the Special Fund of the *Association*.
- (2) Collect all dues owed to the *Association*, keeping a roll of memberships dues paid.
- (3) Receive all funds belonging to the *Association* and hold them subject to the order of the President and *Board of Trustees*.
- (4) Keep separate and distinct accounts of the Special and General Funds, and shall prepare and present to the Board of Trustees, a full and detailed statement of the assets and liabilities of each fund at each meeting of the Board of Trustees, and prior to the annual meeting of the Association.
- (5) Pay out money only upon checks signed by those authorized in the resolution adopted at the Annual Meeting designating the signatories to the Associations accounts. Such checks or statements, when paid and cancelled, shall be retained as vouchers.
- (6) Deliver to their successor in office, or to any committee appointed by the *Board of Trustees* to receive the same, all moneys, books, papers and other items pertaining to the office immediately upon expiration of the term of office.
- (7) Jointly with the Secretary, the Treasurer shall prepare and file all reports and statements as required by law.

3.5 The compensation of any member of the Board shall be fixed from time to time by the *Board of Trustees*, subject to the approval by a majority of the Association at a regular meeting held before the Annual Meeting. All compensation shall be determined before the election of any Board member and no increase in compensation will become effective for anyone serving in that position until one year after the date of the adoption of the increase. The Officers shall receive such compensation after the Annual Meeting if they satisfactorily complete their

assigned duties for that year as determined by the *Board of Trustees*. Compensation is payable from the Special Fund.

3.6 It shall be the duty of the General Trustees to assist the members of the *Board of Trustees* with their duties.

3.7 There shall be an Aid Committee composed of the Vice President and three other members of the *Association*, who may or may not be members of the *Board of Trustees*, appointed by the *Board of Trustees*. The Vice President shall be the chairperson of this committee. The duty of the committee shall be to make provisions for the assistance to be rendered to each sick or disable member, and to the survivors or any deceased member in accordance with the provisions of these *Bylaws*.

3.8 Expulsion

ARTICLE IV **MEETINGS**

4.1 Board Meetings. The *Board of Trustees* shall hold at least four regular meetings during each year.

4.1.1 Place. A meeting of the *Board of Trustees* may be held at any place within this state designated by the *Board*.

4.1.2 Notice. Subject to waiver, notice of every meeting shall be sent or delivered by the Secretary to each Trustee entitled to vote at the meeting at least five but not more than 20 days before the meeting, excluding the date of the meeting, which sets forth the time, place, and in the case of a special meeting, purpose. A notice of meetings, including the date, time and location, shall be posted at the Fire Hall and city hall.

4.1.3 Act by majority. An act of the majority of the Trustees present at a meeting at which a quorum is present is an act of the *Board*.

4.1.4 Quorum. The presence of a majority of the members of the *Board* shall constitute a quorum of the *Board*.

4.2 Membership Meetings. The annual meeting of the *Association*, for the election of officers and trustees, and other business, shall be held on the fourth Monday of January each year. If such day falls on a holiday, the meeting shall be held the following Monday.

4.3 Special meetings of the *Association* or the *Board of Trustees* may be called by the President, or by two members of the *Board of Trustees*, shall also be called upon written request of six or more members of the *Association*. Members or trustees shall be notified by the Secretary of such special meeting and the object of the meeting shall be contained in such notice. Special meetings must be held within 10 to 20 days upon request. Members may be notified by radio paging when the President or the trustees call special meetings.

4.4 Subject to waiver, notice of the meetings and elections shall be given to all members entitled to vote at the meeting or election. Such notice shall be in writing and state the time, place, and in case of a special meeting, the purpose, and be posted at each fire hall not less than five (5) nor more than 20 days before the meeting, excluding the date of the meeting.

4.5 Membership Meeting Quorum.

4.5.1 A quorum for meetings of members is twenty-five (25%) percent of the active and deferred membership of the *Association*.

4.5.2 Subject to 4.5.4, a quorum is necessary for the transaction of business at a meeting.

4.5.3 When a quorum is not present, any meeting may be adjourned from time to time for that reason.

4.5.4 When a quorum has been present at the beginning of a meeting and members have withdrawn from the meeting so that less than a quorum remains, the members still present may continue to transact business until adjournment

4.6 All reports and resolutions shall be submitted in writing, and no report shall be accepted unless it is the report of the majority of a committee, provided however, that the minority shall be permitted to present its view in writing.

4.7 All meetings shall be conducted according to Robert's Rules of Order, as revised.

4.8 Order of business. At the annual and at all regular meetings the order of business shall be set in a general policy adopted by the *Board of Trustees*.

4.9 **Voting.** Each Trustee and active or deferred member in good standing shall be entitled to vote on any matter which the members vote upon. Neither cumulative voting nor voting by proxy shall be allowed.

ARTICLE V FUNDS

5.1 **Funds required.** The *Association* shall maintain in its treasury a General Fund and a special Fund.

5.1.1 **General Fund.** One fund shall be called the General Fund to which shall be credited with the moneys received from dues, all fines, initiation fees, entertainment revenues and any moneys or property donated, given, granted or devised by any person for unspecified uses. The General Fund may be used for any purpose authorized by either the *Articles of Incorporation* or the *Bylaws*, including but not limited to the following: expenses of entertainment, dinners, dances, games, flowers for the sick or deceased members, expenses of administering the fund and for any and all purposes reasonably related to the welfare of the *Association* or its members as authorized by action of the *Board of Trustees* or by a majority of the members present and voting at any annual or special meeting of the members.

5.1.2 **Special Fund.** The other fund shall be called the Special Fund. The Special Fund shall be credited with the moneys received from all fire state-aid moneys received pursuant to law, all taxes levied by or other revenue received from the **City of Sandstone** pursuant to law providing for municipal support for the *Relief Association*, any moneys or property donated, given, granted or devised by any person which is specified for use for the support of the Special Fund, any interest earned upon assets of the Special Fund. No disbursement shall be made from the Special Fund for any purpose except a purpose for which such Special Fund is held in trust consistent with provisions in the *Articles of Incorporation* or *Bylaws*, and administrative expenses as limited by M.S. 69.80. All other expenses of the *Association* shall be paid out of the General Fund.

5.2 **Investments.** All money belonging to this *Association* shall be deposited to the credit of the *Association* in such banks, trust companies or other depositories as the *Board of Trustees* may designate. The *Board of Trustees* shall make deposits in conformance with state statutes, the *Bylaws* and the investment policy.

5.3 **Disbursements.** No disbursement of the funds of this *Association* shall be issued until the claim to which it relates has been approved by the *Board of Trustees*. All checks or expenditures drawn by the Treasurer must be countersigned by those authorized to sign by resolution.

ARTICLE VI BENEFITS

6.1 **Service Pensions.**

6.1.1 **Eligibility requirements.** To be eligible to receive a service pension, a member must meet all of the following requirements:

- (1) Be at least 50 years of age;

- (2) Have retired from the **Sandstone Fire Department** of the **City of Sandstone** and ceased to perform or supervise fire suppression duties;
 - (3) Have at least ten years of service with such department before retirement; and
 - (4) Have been a member of the *Association* in good standing at least ten cumulative years with no breach or separation in service prior to separation from service, other than approved Leaves of Absence.
- 6.1.2 Service pension.** Because of varying circumstances in each member’s retirement planning, optional benefit payment methods are offered. Selection should occur after consultation with a tax consultant, financial planner, or an attorney. Each member meeting the requirements of 6.1.1 shall be entitled to a lump sum service pension as set forth in 6.1.8. 20 years of service shall be the base service pension. At the time of application for retirement, a qualified member shall be entitled to payments from the Special Fund according to the [attached Addendum A.] approved vesting table as adopted by 2/3 vote of active and deferred members with a quorum present
- 6.1.3 Application.** Application for relief or service pensions shall be made in writing on forms supplied by the Secretary. The application shall be submitted to the *Board of Trustees* at a regular or special meeting of the *Board*. Applications shall be verified by an oath of the applicant and shall state the applicant meets each of the eligibility requirements set forth in 6.1.1. Up to 90 days are allowed for the transfer of funds to the recipient.
- 6.1.4 Approval, amount of pension.** It shall be the duty of the *Board* to approve applications for service pensions if the applicant meets all of the eligibility requirements set forth in 6.1.1. It shall also be the duty of the *Board* not to approve the application if any of the eligibility requirements are not met. If an application is not approved, the *Board* shall return the application to the applicant within 30 days, noting thereon, with particularity, which requirements the applicant does not meet. Thereafter, the applicant shall be furnished the opportunity to be heard by the full *Board*, within the next 30 days, on the questions of whether the applicant meets all of the eligibility requirements. The service pension shall be payable at the rates set forth in 6.1.2. Payment shall be made from the Special Fund. No other benefits are paid, from the special fund, to or on behalf of any member who has received a service pension.
- 6.1.5 Deferred service pension.** A member of the *Association* who has completed ten years of active service with the municipal fire department and at least ten years of active membership in the *Association* and who separates from active service and membership before reaching the age of 50 years shall be entitled to a deferred service pension to commence upon reaching the age of 50 years and upon making a valid written application to the *Association*. The deferred service pension shall be payable as set forth in 6.1.2 except that:
- (1) Deferred members service pension, as set forth in 6.1.8 shall have the lump sum payment based on the Lump Sum table in effect at the time of separation.
 - (2) As specified in M.S. 424A.02, subd. 7(c), interest will be paid on the deferred lump sum service pension during the period of deferral at the interest rate of 3% compounded annually.
 - (3) Interest is payable as specified in M.S. 424A.02, subd.7(d), from the first day of the month next following the date on which the member separated from active service to the last day of the month immediately before the month in which the deferred member reaches age 50.
- 6.1.6 Year of service.** For the purpose of computing benefits, a “Year of Service” shall be defined as a period of 12 full months of active duty in the **Sandstone Fire Department**, beginning on the anniversary date when the member became an active member of said Fire Department. If a member’s period of active service is not continuous, parts of years may be added together to complete full years.
- 6.1.7 Service Pension Payment.** Each member meeting the requirements of 6.1.1 shall be entitled to select a lump sum service pension. Alternate payment methods shall include:
- (1) A single lump sum check payment payable to the eligible retiree.
 - (2) Upon written request, the *Association* shall directly transfer the eligible member’s lump sum pension to the member’s individual retirement account under Section 408(a) of the Internal Revenue Code, as amended.

6.1.8 Supplemental Benefit. As described in M.S. 424A.10, the *Association* must pay a supplemental benefit to individuals who receive a lump sum distribution of pension or retirement benefits for service performed as a volunteer firefighter at the time that the lump sum benefit is paid. The supplemental benefit calculated as ten percent of the regular lump sum distribution, but not to exceed \$1,000.

Upon the payment of a lump sum survivor benefit to the survivor of a deceased active or deferred member, a supplemental survivor benefit will be paid to the legally married surviving spouse or, if none, to the surviving child or children. The survivor supplement benefit is calculated as twenty percent of the survivor benefit distribution, but not to exceed \$2,000.

6.2 Ancillary Benefits. “Ancillary Benefit” means a benefit other than the service pension. Upon the death of an active or deferred member of this *Association* there shall be paid a survivor benefit. Pursuant to M.S. 424A.02, subd. 9(2), the sum of the ancillary benefit shall be calculated as of the date the active or deferred member died.

6.2.1 Active Member Survivor Benefit. Pursuant to M.S. 424A.02, subd. 9, a survivor benefit may be paid to a surviving spouse of an active member, or if none, to designated beneficiaries, limited to parents, spouse, child or children regardless of age at time of death. The sum shall be calculated using the Lump Sum Service Pension table in effect at the time of death as listed in 6.1.2, using years of service as determined in 6.1.6, without regard to minimum or partial vesting requirements but in no case shall be less than five times the benefit level per year of service in effect on the date of death.

6.2.2 Deferred Member Survivor Benefit. Pursuant to M.S. 424A.02, subd. 9, a survivor benefit may be paid to a surviving spouse of a deferred member, or if none, to designated beneficiaries, limited to parents, spouse, child or children regardless of age at time of death. The sum shall be calculated using the Lump Sum Service Pension table in effect at the time of separation as listed in 6.1.2, using years of service as determined in 6.1.6. The total benefits paid under Article VI herein, cannot exceed the benefit earned by the member.

6.3 Limits on Benefits.

6.3.1 No person entitled to a service pension from the Special Fund of the *Association* may assign any service pension benefit payments, nor shall the association have the authority to recognize any assignment or pay over any sum, which has been assigned.

6.3.2 No provision, which places limits on benefits, as contained within Section 415 of the Internal Revenue Code shall be exceeded. Plan participants cannot receive an annual benefit greater than the amount specified in Section 415 of the code as may be subsequently amended.

ARTICLE VII

AMENDMENTS

7.1 The Bylaws of this *Association* may be amended at any regular or special meeting of the *Association* by a favorable vote of two-thirds of the members present and voting, providing a quorum is present; and provided further that notice of any proposed amendment or amendments has been mailed delivered with receipt or emailed with receipt to each member at their last known address not more than 31 days preceding the date upon which such amendment or amendments are to be acted upon, and not less than 10 days prior to the scheduled date of such meeting; and provided further, that if such amendment or amendments shall change the amount of benefits or pensions, approval of the **City of Sandstone** must be obtained, as required by law.

ARTICLE VIII MUNICIPAL RATIFICATION

8.1 The adoption of, or any amendment to the *Articles* or *Bylaws* of this *Association* which increases or otherwise affects the retirement coverage provided by, or the service pensions or retirement benefits payable from the Special Fund of this *Association*, shall not be effective until it is ratified by the **City of Sandstone**.

- 8.1.1** Bylaws were adopted by the *Sandstone Firefighter's Relief Association* on the 28th day of December, 1992.
- 8.1.2** At a duly called regular meeting thereof, the *Sandstone Firefighter's Relief Association* did amend on the 25th day of April 1994. Which amendments were approved by the **City of Sandstone** on the 4th day of January, 1995.
- 8.1.3** At a duly called regular meeting thereof, the *Sandstone Firefighter's Relief Association* did amend on the 22nd day of January, 1996.
- 8.1.4** At a duly called regular meeting thereof, the *Sandstone Firefighter's Relief Association* did amend on the 27th day of January, 1997. Which amendments were approved by the **City of Sandstone** on the 4th day of June, 1997.
- 8.1.5** At a duly called regular meeting thereof, the *Sandstone Firefighter's Relief Association* did amend on the 23rd day of January, 2012. Which amendments were approved by the **City of Sandstone** on the 5th day of September, 2018.

Association President

Mayor

Association Secretary

City Clerk

August report to City

Sandstone Public Library

As of this report, the library has seen and serviced 1537 patrons, answered 314 questions hosted three kids programs and one adult program. These various programs included a Lego Club for kids, Story time for kids, and a book club group for adults

August was the end for the summer reading program and we had 182 kids sign up and actively reading during the summer. The Raptor Center from the University of Minnesota was here with a legacy program that marked the conclusion of the program.

The Friends also held their annual and very popular Quarry Days book sale. This annual event helps fund the summer reading program as well as other events throughout the year.

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
PLANNING COMMISSION
August 8, 2018**

CALL TO ORDER

Chair Riley called the meeting to order at 7:30 p.m.

ROLL CALL

Members present: Steve Palmer, Andrew Spartz, Randy Riley, Cassie Gaede
Members absent: Reese Frederickson, Rene Stadin
Staff present: Administrator Kathy George
Others: Mayor Pete Spartz; Council Member Brandon Devlin

AGENDA – Motion Spartz, second Palmer, to approve the Agenda as presented. Motion passed 4-0.

MINUTES – Motion Palmer, second Gaede, to approve the minutes from the July 11, 2018 Regular Planning Commission Meeting. Motion passed 4-0.

PUBLIC HEARINGS: None

OLD & CONTINUING BUSINESS:

A. Zoning Ordinance Update – The Planning Commission discussed a few follow up items from the July meeting:

(1) Commissioners continued to discuss “storage pods” on a temporary, time-limited basis. Staff has found the following language from another community:

No more than one shipping container, intermodal shipping container or freight container may be stored in a side or rear yard in all zoning districts, provided that any such side yard storage shall not be adjacent to a street and all setbacks are met. The container may be located on the property for a period not to exceed six (6) months per year, while storage is required for remodeling or other activities relating to the property.

Commissioners had decided that the timeline would be 30 days for the Historic Downtown District. If the property owner needs more than 30 days, they will have to discuss it with the Planning Commission. The use would be unrestricted in the Industrial District. The use would be allowed in other zoning districts for up to six months with a Permit.

Commissioners were not comfortable with the terms “shipping container”, “intermodal shipping container”, or “freight container”, as they do not want semi-truck boxes used for storage.

Staff recommends using the term “temporary storage containers” instead. Commissioners agreed with using this term and asked Staff to research appropriate definitions of “temporary storage containers”. They would like to prohibit the use of semi-truck boxes that are on wheel chassis or trailers.

- (2) Commissioners continued to discuss towers and antennas and asked to have the City Attorney review Section 517 of the City Code to see if updates are required. The City Attorney has reviewed Section 517 and recommended changes will be addressed under a separate Agenda item.
- (3) With regard to the Highway Mixed Use District, Commissioners discussed “Minimum transitional yard requirements”. Currently, City Code states:

With the exception of a lot that is being exclusively used for essential services, for each front, side or rear yard in any B-2 district abutting, or abutting except for an intervening alley, a residential district, there must be provided a front, side or rear yard equal in size to the minimum front, side or rear yard required in the residential district.

Rather than this current language, Commissioners asked the Administrator to research language that would provide adequate buffering between uses.

Staff recommends the following:

*With the exception of a lot that is being exclusively used for essential services, for each front, side or rear yard in any B-2 district abutting, or abutting except for an intervening alley, a residential district, there must be provided **heavily landscaped screening of 80%. Percentages shall be determined by amount of structure that can be seen during leaf-on conditions.***

After discussion, consensus of the Commission was to go with the staff recommendation.

- (4) Suburban Residential District – The Planning Commission reviewed and discussed the Suburban Residential District, which is defined in the Comprehensive Plan as follows:

This district is characterized by a lack of available public infrastructure (water, sewer and highways) and an established pattern of residential use. Intended for future lots or parcels whose primary use is larger lot single family residential, with densities ranging from 1 unit per 5 acres to 1 unit per 10 acres. Secondary uses may include agricultural or hobby farms, public or private open space, community schools, churches or other institutional uses, including those facilitating recreational events or activities. This district serves as a transition between Open/Rural areas and more intensive uses in closer proximity to major roadways.

This District takes the place of Large Lot Rural District (RR) in the current City Code:

515.12 Large lot rural district (RR). Subdivision 1. Purpose. The purpose of the RR district is to allow low-density residential development in the fringe areas of Sandstone not served by sanitary sewer, to retain the rural character of such areas as a permanent land use, and to provide an alternative living environment within the city with all the services, except sanitary sewer, and benefits available to city residents. The public water system may be available to some areas within the RR district. Lot size is limited to not less than five (5) acres.

Subd. 2. Permitted uses.

- a) Single-family detached dwellings.
- b) Parks or outdoor recreational areas, paths and trails.
- c) State licensed residential facilities, housing with services establishments, licensed day care facilities and group family day care facilities as defined and permitted by Minnesota Statutes Section 462.357, subdivision 7.

Subd. 3. Accessory uses.

- a) Private recreational facilities such as tennis courts or swimming pools used by the resident owners and guests.
- b) Private garages and carports.
- c) Signs as regulated by city code, section 415.
- d) Essential public service structures, such as, but not limited to, sewer lift stations or water wells and storage tanks.
- e) The permitted area of accessory uses is as follows:

<u>Size of lot</u>	<u>Maximum square footage</u>
Minimum or less	1,008 square feet
Over five (5) acres	2,000 square feet

Commissioners discussed maximum square footage. They decided that they would rather limit the impervious surface coverage on lots in the Suburban Residential District instead of setting maximum square footage for accessory uses. After discussion, consensus was to set the maximum impervious surface coverage at 50%.

Subd. 4. Interim Uses. The following uses may be permitted upon the issuance of an interim use permit.

- a) Home occupations. The activity must be clearly incidental and secondary to the residential use of the premises. Permissible home occupations do not include the conducting of a retail business (other than by mail) or a manufacturing business of any kind on the premises. Only persons residing on the premises may be employed. Mechanical equipment may not be used that is not customarily found within dwellings. Not more than one room may be devoted to home occupation use. The home occupation may not require internal or external alterations to the dwelling. The entrance to the space devoted to the home occupation may be within the dwelling. There must be no exterior displays with the exception of exterior signs that are allowed by the city's sign regulations. There shall not be any exterior storage of equipment or materials used in the home occupation. A home occupation will not be permitted that results in or generates more traffic than one car for off-street parking at any one given point in time. Permissible home occupations include, but are not limited to the following: art studio, dressmaking, special offices of a clergyman, lawyer, architect, engineer, accountant, or real estate agent or appraiser, when located in a dwelling unit occupied by the same; and teaching, with musical, dancing and other instruction limited to one (1) pupil at a time.

Commissioners felt that these restrictions were more applicable to the Traditional Residential areas of town and that the Suburban Residential areas should allow for a wider variety of home occupations, including outdoor uses. They felt that under certain circumstances it makes sense to allow for the proprietor to have employees, other than family; such as, operating a nursery. They also didn't think the parking restrictions were applicable. Staff was asked to research the issue and report back to the Commission.

Subd. 5. Conditional uses. The following uses may be permitted upon the issuance of a conditional use permit.

- a) Cemeteries.
- b) Private or public golf courses, country clubs, and recreational facilities.
- c) Public schools or equivalent private and parochial schools.
- d) Churches.
- e) Public recreational, cultural, or administrative facilities such as, but not limited to, park buildings or libraries.
- f) Agricultural uses. Added by the Commission.**
- h) Hobby farms. Added by the Commission.**
- f) Planned unit developments (PUD).
- g) Towers for amateur radio operators and towers/antenna on churches, governmental buildings and schools (see section 517).

Subd. 6. Height regulations. No structure shall exceed thirty-five (35) feet in height.

Subd. 7. Yards abutting a public street or highway right-of-way. For purposes of this RR district, any yard that abuts any public street or highway right-of-way must conform to the requirements for a front yard.

Subd. 8. Performance standards.

- a) The minimum lot size is five (5) acres for residential sites without public sewer. ~~Minimum lot size is 18,000 square feet for residential sites with public sewer.~~ Non-residential sites except essential services, without a public sewer require a minimum lot size of ten (10) acres. ~~Minimum lot size for non-residential sites with public sewer is three (3) acres.~~

Commissioners removed these two sentences because anything less than 5 acres would have to go through a subdivision process and likely would be rezoned to PUD or Traditional Residential. Additionally, if public sewer is available, the lots should be zoned Traditional Residential.

- b) Front yard setback is 40 feet.

Rear yard setback is 30 feet.

Side yard setback is 15 feet.

- c) Minimum lot width:
200 feet for sites without public sewer
~~100 feet for sites with public sewer~~
Commissioners removed this requirement, stating that it is not appropriate for the Suburban Residential District.
- d) Minimum lot depth:
240 feet for sites without public sewer
~~120 feet for sites with public sewer~~
Commissioners removed this requirement, stating that it is not appropriate for the Suburban Residential District.
- e) Buildings must be on permanent foundations.
- f) Minimum residential living space: 900 square feet for single-family use.
- g) Any use requiring potable water and a sewage disposal system and not having access to the public water or sewer system must demonstrate that soil conditions will allow a well and two (2) on-site sewage disposal systems. State requirements for such on-site water and disposal systems apply.

Commissioners asked staff to check with the County on this requirement.

Subd. 9. Parking. Within the RR district, the requirements of subsection 515.37, subdivision 10 apply with the following additional minimum requirements for parking related to non-residential uses, such as schools or churches.

- a) Off-street parking and any related drives within a parking area may not be located nearer to a street or highway right-of-way than twenty (20) feet.
- b) ~~Off-street parking and any related drives may not be located within fifteen (15) feet of any principal structure.~~

Commissioners stated that it is not practical to expect that schools or churches should locate their parking structures at least 15 feet away from their buildings.

- c) The required minimum space between parking lots and street right-of-ways or structures as regulated in subsection 515.37, subdivision 10.

Commissioners would like to discuss parking further after they revisit Home Occupations.

~~**Subd. 10. Regulation of detached accessory structures. The following regulations apply to all lots or parcels of less than five (5) acres in area. Lots larger than five (5) acres are exempt from these regulations.**~~

- a) ~~**A single detached accessory building, including barns, machine sheds, etc., may not exceed the square feet of area delineated in section 515.12, subdivision 3(c). For purposes of calculating allowable square footage, the square footage of above grade**~~

~~and below grade swimming pools is not included.~~

- ~~b) A single detached accessory structure may not exceed the gross area encompassed by the foundation of the residential structure.~~
- ~~e) Fish houses must be included in the calculation of the gross maximum square footage for detached accessory structures. Only one (1) fish house is permitted on a residential home site. Each fish house shall be currently licensed per the State of Minnesota regulations.~~
- ~~d) The exterior design and color of the accessory structure must be compatible with the exterior design and color of the principal building.~~

After much discussion, Commissioners decided to eliminate this section entirely. Previously, they determined to limit the impervious surface coverage on lots to 50%. They did not feel that fish houses should be singled out. And they were not concerned with property owners' color choices.

NEW BUSINESS:

- (A) Section 517 of the Sandstone City Code Regarding Towers and Antennas – Previously, the Commission had asked for the City Attorney to review Section 517 of the City Code for possible changes and updates. The City Attorney provided a draft update to the Code. After much discussion, staff was directed to ask the City Attorney if the ordinance is even necessary because the FCC has exclusive jurisdiction. What does it accomplish? What problem is it addressing?

OTHER: None

ADJOURN: Motion Gaede, second Spartz, to adjourn. Motion passed 4-0. Time 8:40 p.m.

Respectfully Submitted,
Kathy George, City Administrator

PARK AND RECREATION COMMISSION
MEETING MINUTES
Friday, August 10, 2018

Members present: Dave Barsness, Dorothy Dybvig, Tony Vavricka, Mary Franklin, Karry White;
Council Liaison Tim Franklin

Members absent: David Chasson, Eric Sturtz

Staff Present: Administrator Kathy George

Guests: None

Call to Order

Vice-Chair Dybvig called the meeting to order at 8:10 a.m. Chair Barsness arrived at 8:20 a.m.

Agenda

Motion White, second Franklin, to approve the agenda as presented. Motion passed 4-0.

Minutes

Motion White, second Dybvig, to approve the minutes of the July 13, 2018 and July 18, 2018 meetings as presented. Motion passed 4-0.

New Business - None

Continuing Business

- A. Legacy Grant Application – Robinson Park – The grant application was submitted on July 31st.
- B. National Night Out – Wrap Up Report. August 7th. The event went really well. There were about 250 people in attendance, along with the Sandstone Fire Department, and the Pine County Sheriff's Department. Kids were invited to paint on a canvas, creating their own mural.

Expenses were as follows:

Chris' Food Center – food	\$ 384.65
Fred Keller – music	\$ 225.00
American Legion – food prep, service	\$ 300.00
Kettle River Graphics – Invitations	\$ 87.50
Pine County Courier – advertising	<u>\$ 357.50</u>
Total (to date)	\$1,354.65

There will be a bill from the Dairy Association for the ice cream. They served 230 people.

Suggestions for next year include having a better speaker system (people sitting off to the sides couldn't hear any of the announcements), and perhaps introduce each Firefighter and Sheriff's Deputy.

- C. Kettle River Watershed Mural Project – The Community Paint portion of the project was scheduled for August 3-5. Friday, August 3rd went on as planned, with people showing up to participate. Unfortunately, the panels were drenched from the humidity on Saturday and the activities had to be postponed. We had the tent removed on Sunday because it was preventing the sun from drying up the morning dew. Community Paint was offered again on Monday and

Tuesday, August 6 & 7, from 10 a.m. – 5 p.m., with kids painting offered on Tuesday from 4 – 8 in conjunction with National Night Out.

Plans are firming up for the October 6th celebration of the mural. Musician Todd Eckart has been secured. The Sandstone Lions Club is working on plans for a Brew Fest event, along with selling food.

- D. Angle Park – The Public Forum meeting took place on July 18th. Commissioners noted disappointment with the lack of involvement from the public. No one received any comments outside of the meeting either. The Commission will continue to discuss the park and review options.
- E. Gin Pole – Dan Lang has been contacted for a quote. John Dorau was also asked for a quote.
- F. Stage at Robinson Park – We will continue to work with Mike Johnson on the possibilities.
- G. Train Park Kiosk – Work continues for designs of the following:
 - a. City Parks
 - b. Robinson Park
 - c. Directory of Businesses in town
 - d. Directory of non-profits and service organizations in town
 - e. Quarry Days
 - f. History of Sandstone

Craig Saari submitted drafts of all panels except for the Quarry Days panel. Commissioners offered their suggestions/corrections; such as, adding some pictures of ice climbing.

Administrator George noted that she was approached by Tim Williams of the Hinckley Convention and Visitors Bureau. He feels that his website should be listed on the business directory. Commissioners discussed this and determined that it would not be appropriate to have his website on the local directory; however, they stated that the City website should be listed.

- H. Robinson Park Camping Statistics – There were 23 registrations in July, with 28 days of camping recorded.

In discussion about Robinson Park, Commissioners would like to see a system set up for registered campers to put their registration tag on the campsite. Other campgrounds have clips on the campsite post for this purpose. They would also like to see the registration form expanded to include addresses, phone numbers, and e-mail addresses.

It was also noted that the picnic table for campsite 2 seems to have disappeared. The Sheriff will be contacted about the squatter who has taken up residence on property that is just outside of Robinson Park, technically on Banning State Park property. Perhaps a locked gate could be erected to prevent vehicles from driving through that area.

It would be nice to invite a representative from Banning to the next Park & Rec Commission meeting. It would also be good to start the conversation with the DNR about doing something with the former dam site.

Other - None

Adjournment

Motion White, second Dybvig to adjourn the meeting at 8:40 a.m. Motion passed 5-0.

Respectfully submitted,
Kathy George, City Administrator

July Rental Inspections

14 property inspections have been performed (started with correction orders issued by previous inspector)

2 properties had the corrections completed & passed inspection upon our 1st visit

2 properties have since made corrections issued based on our re-inspection

A shared google drive has been setup with property folders for each rental address. We are adding folders as we interact with a property.

We are now beginning to contact landlords that have no record of inspection.

Overall, the landowners we've interacted with have been very cooperative and understanding of the program

Thank you,

Andy Luedtke | Safety Inspector | City of Pine City

315 Main Street S. | Suite 100 | Pine City, MN 55063 | **p. 320.629.2575** | **c. 320.591.0749** |

<http://pinecity.govoffice.com>



3rd Qtr Building Permits City of Sandstone

PERMIT #	OWNER NAME	FIRST NAME	VALUE OF CONST	PERMIT FEE	PLAN CK STATE SUR	FIXED FEE	MAINT CAT	TOTAL FEE
NP SB-18-011	ESENTIA HEALTH AM	NORTH PINE	\$805,000.00	\$4,682.50	\$3,043.63	\$402.50	\$50.00	\$14,382.18
SB-18-012	SANDSTONE HEALTH	SANDSTONE HEALTH	\$68,000.00	\$769.75	\$500.34	\$34.00	B	\$1,304.09
NP SB-18-013	PINE COUNTY	PINE COUNTY	\$3,000,000.00	\$12,908.75	\$8,390.69	\$1,300.00		\$22,699.44
TOTALS			\$3,873,000.00	\$18,361.00	\$11,934.66	\$1,736.50	\$50.00	\$38,385.71

Active Has not called for final inspection

NP not paid for or issued yet

ROW PERMITS 2018

8/16/2018

Site Address or locations	Contractor Performing Wo	FEE PD	
JAY ST	NORTHERN PIPELINE CON	3/15/201	complete MAY 2018
130 ORIOLE ST E	NORTHERN PIPELINE CON	3/20/201	MAY 2018
401 PARK AVE	NORTHERN PIPELINE CON	4/3/2018	MAY 2018
705 LUNDORFF DR	CENTURYLINK	5/22/201	MAY 2018
310 PINE AVE S	OWNER RES	05/29/20	JULY 2018
117 4TH ST FROM COMMERCIAL AVE	HANCO UTILITIES	5/31/201	JULY 2018
RIVERBLUFF AVE STREET PROJECT	NORTHERN PIPELINE CON	6/12/201	complete 7 July 2018
305 PINE AVE S	RYAN GERLACH	6/29/201	APRIL 2019
GROUSE ST RAILROAD AVE OAK ST	CENTURYLINK	7/18/201	NOV 2018
1894 old military rd	CENTURYLINK	8/15/201	SEPT 2018
313 PARK AVE	NORTHERN PIPELINE CON	8/15/201	SEPT 2018
309 PARK AVE	NORTHERN PIPELINE CON	8/15/201	SEPT 2018
329 MINNESOTA ST	NORTHERN PIPELINE CON	8/15/201	SEPT 2018
1114 BIRCH AVE	NORTHERN PIPELINE CON	8/15/201	SEPT 2018
MALLARD PLACE	NORTHERN PIPELINE CON	8/15/201	SEPT 2019
605 park ave	NORTHERN PIPELINE CON	8/15/201	SEPT 2018

SANDSTONE SCDP PROJECT – UPDATE

August 30, 2018

Owner Occupied Housing

Loans Closed

316 Park Ave

Gutters, doors, floor covering, bath fan, electrical, foundation repair, landscaping, basement stairs.

Lead Work: Windows, doors, painting and staining

Other Funding Sources: Lakes & Pines Live Well at Home Program & Owner

218 1st St

Roof, doors, entry platform, gutters, floor covering, plumbing, electric

Lead Work: Windows, firewall, painting & baseboard

Other Funding Sources: Owner

406 Park Ave

Roof, windows, gutters, entry platforms, doors, drywall, plumbing, insulation, electrical

Lead work: Foundation repair, painting, bath fan, landscaping

406 Court Ave N

Interior Door, Shower, floor covering, drywall, water heater, electrical, bath fan, foundation repair

Lead Work: Siding, soffit & fascia, doors, windows, painting & flooring

Other Funding Sources: Minnesota Housing Finance Agency Rehabilitation Loan Program

418 1st Street

Siding, Doors, Windows, Insulation, Basement Bathroom, Handicap shower, toilet, sink, flooring

422 Park Ave – L&P is Trying to set up an inspection

414 Court Ave – Waiting on the client to okay the write up

115 Commercial Ave – In the process of getting bids

Commercial

ACE Hardware

Windows, Doors, Roof, Insulation

Waiting on Bids

PHASE

Sidewalk, Ramp, Stairway, Parking Lot

Waiting on Bids

Sprouts

Kitchen upgrades, front door, roof

Waiting on Bids



Date: August 10, 2018

To: City of Sandstone

From: Craig Hiler, Operator

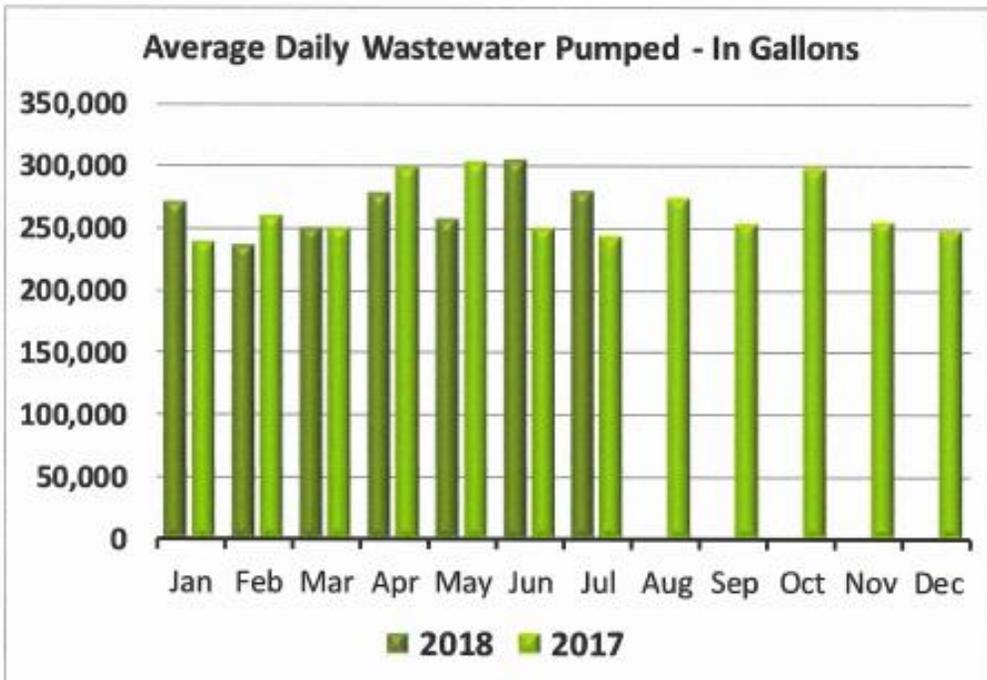
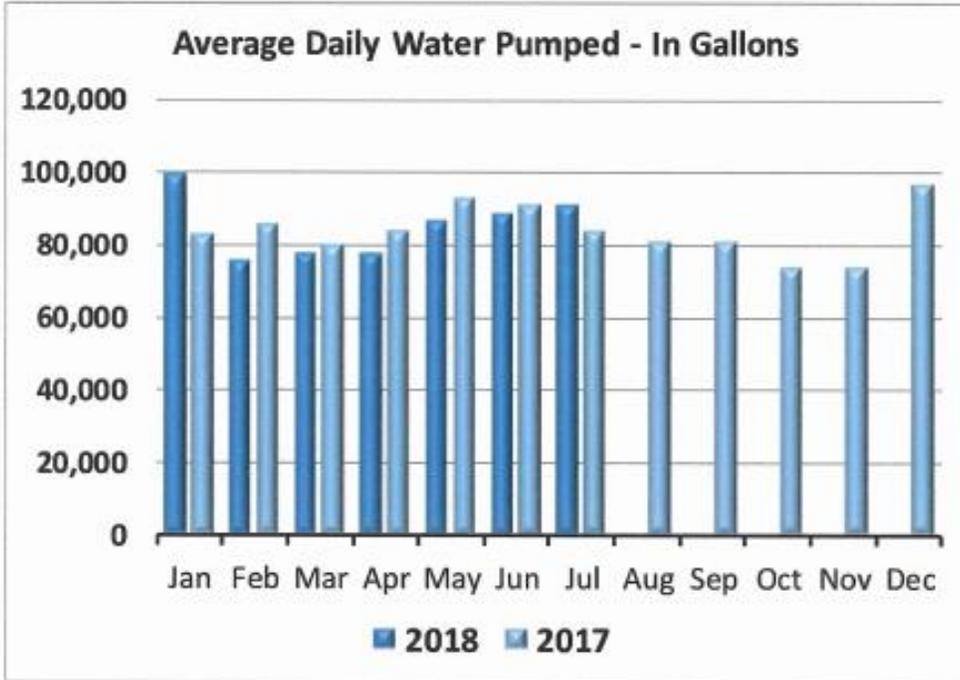
O & M Report: July 2018

Water Operation & Maintenance

- The city pumped 2.824 million gal. at an avg. of 91,000 gal. per day. The daily max. was 128,000 gal. (7/27/18). The daily min. was 51,000 gal. (8/4/18).
- Deep Well #2 out-put (Free Flowing) was 4.154 million gal. at an avg. of 134,000 gal. per day.
- (4) Water Off. 13 Commercial Ave. (7/10/18) vacant. 225 1st St. / 602 Park Ave. / 702 Angle Ave. (8/30/18) non-payment.
- (3) Water On. 402 Court Ave. (7/6/18) owner request. 225 1st St. / 702 Angle Ave. (7/31/18) received payment.
- (2) Meter Replacements. 21 / 22 Minnesota St. (7/20/18) replaced faulty meters.
- Deep Well #2 pump & back-up generator are exercised / inspected 2 X per month. Filter at WTP is back-washed every 3 weeks or as needed.
- All Locates / Work Orders / Meter Reads / Samples & Analysis were completed when required.

Wastewater Operation & Maintenance

- There was 8.697 million gal. pumped to the ponds at an avg. of 280,000 gal. per day. The city pumped 4.076 million gal. at an avg. of 131,000 gal. per day. FCI pumped 4.628 million gal. at an avg. of 149,000 gal. per day.
- As of (7/27/18) pond depths were #1 (4' 9") #2 (6' 0") #3 (6' 9") with no discharge.
- (1) Sewer Back-Up. 318 Court Ave. (7/16/18) 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		July-18	June-18	July-17
	Units			
Average Daily Pumped	gallons	91,000	89,000	84,000
Total Monthly Pumped	gallons	2,824,000	2,670,000	2,612,000
Deep Well Pumped	gallons	4,154,000	4,080,000	4,129,000
Artesian Well Pumped	gallons	NO METER	NO METER	NO METER
Wastewater				
CBOD				
CBOD Influent Quarterly	mg/L	N / A	251	N / A
CBOD Effluent	mg/L	N / A	8.5	N / A
CBOD Effluent Permit Limit	mg/L	25.0	25.0	25.0
CBOD Effluent Loading	kg/day	N / A	140	N / A
CBOD Effluent Loading Permit Limit	kg/day	271	271	271
TSS				
TSS Influent Quarterly	mg/L	N / A	98	N / A
TSS Effluent	mg/L	N / A	23.0	N / A
TSS Effluent Permit Limit	mg/L	45.0	45.0	45.0
TSS Effluent Loading	kg/day	N / A	379	N / A
TSS Effluent Loading Permit Limit	kg/day	488	488	488
Phosphorus				
Phos Influent Quarterly	mg/L	N / A	6.90	N / A
Phos Effluent	mg/L	N / A	5.50	N / A
Phos Effluent Permit Limit	mg/L	monitor only	monitor only	monitor only
Phos Effluent Loading	kg/day	N / A	90.00	0.00
Phos Effluent Loading Permit Limit	kg/day	monitor only	monitor only	monitor only
Nitrogen Ammonia				
NA Effluent	mg/L	N / A	2.6	N / A
NA Effluent Permit Limit	mg/L	monitor only	monitor only	monitor only
Fecal Coliform				
Fecal Effluent	ml	N / A	9	N / A
Fecal Effluent Permit Limit	ml	200#/100ml	200#/100ml	200#/100ml
Dissolved Oxygen				
DO Effluent	mg/L	N / A	7.60	N / A
DO Effluent Minimum Permit Limit	mg/L	monitor only	monitor only	monitor only
Effluent Flow				
Average Daily	gallons	0	3,419,000	0
Total Monthly	gallons	0	23,934,000	0
Influent Flow				
Average Daily	gallons	280,000	306,000	244,000
Total Monthly	gallons	8,697,000	9,177,000	7,574,000
City Contributed Total	gallons	4,076,000	4,478,000	2,657,000
City Average Daily	gallons	131,000	89,000	86,000
FCI Contributed Total	gallons	4,628,000	4,725,000	4,860,000
FCI Average Daily	gallons	149,000	157,000	157,000
Hydraulic Violations	#	0	0	0
Precipitation Monthly Total	Inches	4.82	8.05	3.78
Cell #1	Feet/inches	4' 9" 7/27/18	8' 0" 6/28/18	3'10"7/28/17
Cell #2	Feet/inches	6' 0" 7/27/18	6' 9" 6/28/18	3'10"7/28/17
Cell #3	Feet/inches	6' 9" 7/27/18	2' 4" 6/28/18	5'6" 7/28/17



Contract True-Ups - Current Contract Year				
Item	Budgeted Amount	Amount Spent	% of Budget	% of Time
Maintenance Budget	\$9,950.00	\$4,977.00	50%	58%
Total	\$9,950.00	\$4,977.00	50%	58%

Completed Work Order General Report

WO#	30327.01	Type	Scheduled	Priority	5	Downtime Hours	Total Cost	\$0.00	
Create Reason	Triggered by Calendar	Created By	vkube						Created 7/2/2018
Equipment	5067-A	Alarms							Printed 7/2/2018
Location	5067 Sandstone Wastewater								Scheduled 7/1/2018
Task	MPM Monthly Preventative Maintenance(P07)							Delinquent 7/31/2018	
								Completed 7/10/2018	

Instructions

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

WO#	30328.01	Type	Scheduled	Priority	5	Downtime Hours	Total Cost	\$0.00	
Create Reason	Triggered by Calendar	Created By	vkube						Created 7/2/2018
Equipment	5067-ESI	Equipment Safety Inspection							Printed 7/2/2018
Location	5067 Sandstone Wastewater								Scheduled 7/1/2018
Task	AI Annual Inspection(P07)							Delinquent 7/31/2018	
								Completed 7/10/2018	

Instructions

Equipment Safety Inspection of all items: cranes and ladders

Go to The Line and print the correct forms that are needed to complete inspections. When completed, the finished form needs to be filed in the green safety box.

Notes

all ladders are in safe working order

WO#	30329.01	Type	Scheduled	Priority	5	Downtime Hours	Total Cost	\$0.00	
Create Reason	Triggered by Calendar	Created By	vkube						Created 7/2/2018
Equipment	5067-EXT	Fire Extinguisher(s)							Printed 7/2/2018
Location	5067 Sandstone Wastewater								Scheduled 7/1/2018
Task	MPM Monthly Preventative Maintenance(P07)							Delinquent 7/31/2018	
								Completed 7/10/2018	

Instructions

Check extinguishers at WWTP, WTP and vehicles.

Notes

completed the above task

WO#	30331.01	Type	Scheduled	Priority	5	Downtime Hours	Total Cost	\$0.00	
Create Reason	Triggered by Calendar	Created By	vkube						Created 7/2/2018
Equipment	5067-GEN	Generator							Printed 7/2/2018
Location	5067 Sandstone Wastewater								Scheduled 7/1/2018
Task	MPM Monthly Preventative Maintenance(P07)							Delinquent 7/31/2018	
								Completed 7/16/2018	

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

Completed Work Order General Report

WO#	30332.01	Type	Scheduled	Priority	5	Downtime Hours		Total Cost	\$0.00
Create Reason	Triggered by Calendar		Created By		vkube				
Equipment	5067-LPUM-1	Lift Pump #1							
Location	5067 Sandstone Wastewater								
Task	MPM Monthly Preventative Maintenance(P07)								
Instructions	Check, change and clean seal filters.								
Notes	cleaned/changed seal filter								
WO#	30333.01	Type	Scheduled	Priority	5	Downtime Hours		Total Cost	\$0.00
Create Reason	Triggered by Calendar		Created By		vkube				
Equipment	5067-LPUM-2	Lift Pump #2							
Location	5067 Sandstone Wastewater								
Task	MPM Monthly Preventative Maintenance(P07)								
Instructions	Check, change and clean seal filters.								
Notes	cleaned/changed seal filter								
WO#	30334.01	Type	Scheduled	Priority	5	Downtime Hours		Total Cost	\$0.00
Create Reason	Triggered by Calendar		Created By		vkube				
Equipment	5067-LPUM-3	Lift Pump #3							
Location	5067 Sandstone Wastewater								
Task	MPM Monthly Preventative Maintenance(P07)								
Instructions	Check, change and clean seal filters.								
Notes	cleaned/changed seal filter								
WO#	30335.01	Type	Scheduled	Priority	5	Downtime Hours		Total Cost	\$0.00
Create Reason	Triggered by Calendar		Created By		vkube				
Equipment	5067-LS-1	Lift Station #1							
Location	5067 Sandstone Wastewater								
Task	MPM Monthly Preventative Maintenance								
Instructions	<ol style="list-style-type: none"> 1. Test power fail and high level alarm and verify communication equipment will reach emergency contact for your project. 2. Inspect and clean floats. 3. If level indicator verify operating properly. 4. Collect and record amperage draw for each pump. 5. Inspect overall condition of lift station. 								
Notes	lift station is in proper working order								

WO#	30336.01	Type	Scheduled	Priority	5	Downtime Hours	Total Cost	\$0.00										
Create Reason	Triggered by Calendar	Created By	vkube		<table border="1"> <tr> <td>Created</td> <td>7/2/2018</td> </tr> <tr> <td>Printed</td> <td>7/2/2018</td> </tr> <tr> <td>Scheduled</td> <td>7/1/2018</td> </tr> <tr> <td>Delinquent</td> <td>7/31/2018</td> </tr> <tr> <td>Completed</td> <td>7/10/2018</td> </tr> </table>				Created	7/2/2018	Printed	7/2/2018	Scheduled	7/1/2018	Delinquent	7/31/2018	Completed	7/10/2018
Created	7/2/2018																	
Printed	7/2/2018																	
Scheduled	7/1/2018																	
Delinquent	7/31/2018																	
Completed	7/10/2018																	
Equipment	5067-LS-2	Lift Station #2																
Location	5067 Sandstone Wastewater																	
Task	MPM Monthly Preventative Maintenance																	
Instructions	1. Test power fail and high level alarm and verify communication equipment will reach emergency contact for your project. 2. Inspect and clean floats. 3. If level indicator verify operating properly. 4. Collect and record amperage draw for each pump. 5. Inspect overall condition of lift station.																	
Notes	Lift station is in proper working order																	
WO#	30337.01	Type	Scheduled	Priority	5	Downtime Hours	Total Cost	\$0.00										
Create Reason	Triggered by Calendar	Created By	vkube		<table border="1"> <tr> <td>Created</td> <td>7/2/2018</td> </tr> <tr> <td>Printed</td> <td>7/2/2018</td> </tr> <tr> <td>Scheduled</td> <td>7/1/2018</td> </tr> <tr> <td>Delinquent</td> <td>7/31/2018</td> </tr> <tr> <td>Completed</td> <td>7/10/2018</td> </tr> </table>				Created	7/2/2018	Printed	7/2/2018	Scheduled	7/1/2018	Delinquent	7/31/2018	Completed	7/10/2018
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Scheduled	7/1/2018																	
Delinquent	7/31/2018																	
Completed	7/10/2018																	
Equipment	5067-LS-3	Lift Station #3																
Location	5067 Sandstone Wastewater																	
Task	MPM Monthly Preventative Maintenance																	
Instructions	1. Test power fail and high level alarm and verify communication equipment will reach emergency contact for your project. 2. Inspect and clean floats. 3. If level indicator verify operating properly. 4. Collect and record amperage draw for each pump. 5. Inspect overall condition of lift station.																	
Notes	Lift station is in proper working order																	
WO#	30338.01	Type	Scheduled	Priority	5	Downtime Hours	Total Cost	\$0.00										
Create Reason	Triggered by Calendar	Created By	vkube		<table border="1"> <tr> <td>Created</td> <td>7/2/2018</td> </tr> <tr> <td>Printed</td> <td>7/2/2018</td> </tr> <tr> <td>Scheduled</td> <td>7/1/2018</td> </tr> <tr> <td>Delinquent</td> <td>7/31/2018</td> </tr> <tr> <td>Completed</td> <td>7/10/2018</td> </tr> </table>				Created	7/2/2018	Printed	7/2/2018	Scheduled	7/1/2018	Delinquent	7/31/2018	Completed	7/10/2018
Created	7/2/2018																	
Printed	7/2/2018																	
Scheduled	7/1/2018																	
Delinquent	7/31/2018																	
Completed	7/10/2018																	
Equipment	5067-SEI	Safety Equipment Inspection																
Location	5067 Sandstone Wastewater																	
Task	AI Annual Inspection(P07)																	
Instructions	Safety Equipment Inspection of all items: harnesses, tripods, hoists, life jackets, life rings and life hooks Go to The Line and print the correct forms that are needed to complete inspections. When completed, the finished form needs to be filed in the green safety box.																	
Notes	none of these items are at this location																	
WO#	30582.01	Type	Scheduled	Priority	5	Downtime Hours	Total Cost	\$0.00										
Create Reason	Triggered by Calendar	Created By	vkube		<table border="1"> <tr> <td>Created</td> <td>7/2/2018</td> </tr> <tr> <td>Printed</td> <td>7/2/2018</td> </tr> <tr> <td>Scheduled</td> <td>7/1/2018</td> </tr> <tr> <td>Delinquent</td> <td>7/31/2018</td> </tr> <tr> <td>Completed</td> <td>7/10/2018</td> </tr> </table>				Created	7/2/2018	Printed	7/2/2018	Scheduled	7/1/2018	Delinquent	7/31/2018	Completed	7/10/2018
Created	7/2/2018																	
Printed	7/2/2018																	
Scheduled	7/1/2018																	
Delinquent	7/31/2018																	
Completed	7/10/2018																	
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 in proper working order at this time																	

Completed Work Order General Report

WO#	30584.01	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	<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/tested under load								
Report Totals	Downtime Hours		0		Part Cost		\$0.00		
	Labor Cost				Vendor Cost		\$0.00		
	Equip/Tool Cost				Cost		\$0.00		
	Total Cost						\$0.00		

General Repair Service

3535 International Dr - Vadnais Heights, MN 55110
 (651) 766-0874 / (800) 767-5151 / Fax: (651) 766-0875
 www.generalrepair.com - general@generalrepair.com

Pumps for all applications - Blowers - Lift Stations

QUOTATION

Customer Name
 Craige Hiler

Company Name
 City Of Sandstone (people service)

Address
 Same

City, State, Zip
 Same

Phone # (612) 644-0351 **Fax #** (000) 000-0000 **E-Mail:**

Job Name: Muffin Monster Replacement

Quote Number
 1997

Date
 8/27/2018

Terms
 Net 30

Prices quoted as FOB
 FACTORY PPA

Est Delivery

We are pleased to quote your inquiry as follows:

QTY	Descriptions	Price Ea	Ext Price
160	MILEAGE TO REMOVE THE MUFFIN MONSTER	\$1.75	\$280.00
4.5	LABOR TO REMOVE THE MUFFIN MONSTER AND INSPECT	\$130.00	\$585.00
4.5	LABOR TO REMOVE THE MUFFIN MONSTER AND INSPECT	\$130.00	\$585.00
1	NEW VOGELSANG GRINDER COMPLETE WITH MOTOR	\$15,920.00	\$15,920.00
4.5	LABOR TO INSTALL NEW GRINDER	\$130.00	\$585.00
4.5	LABOR TO INSTALL NEW GRINDER	\$130.00	\$585.00
160	MILEAGE TO INSTALL NEW GRINDER	\$1.75	\$280.00
1	ENVIRO FEE	\$75.00	\$75.00
			total estimate
			\$18,895.18

* The above prices do not include sales tax *

Name: 
 STEVE ALASPA

Go ahead 8/28/18 - will take a month to get parts





CITY OF SANDSTONE
Memorandum

TO: Mayor and City Council
FROM: Kathy George, City Administrator
DATE: September 5, 2018
SUBJECT: Paul Christensen – PeopleService, Inc. Operation and Maintenance Agreement

BACKGROUND: The current Agreement is dated January 31, 2014 and is due to expire January 1, 2019. The Agreement allows for automatic renewal for successive 1-year terms, unless written notice of cancellation is given by either party.

I contacted Paul Christensen to ask for a change in the period of time used for the Consumer Price Index. Currently, it is the previous September to September time frame. This is problematic because the City must adopt the preliminary budget in September each year. I had asked for consideration to change the period to June. This prompted discussion about additional items in the contract that should be updated. Therefore, Paul prepared the proposed new Operation and Maintenance Agreement for your consideration, with the following changes:

- Dates updated (effective date is January 1, 2019 with price adjustments beginning January 1, 2020)
- CPI month updated to June
- Increase of 2.75% applied to both the monthly compensation and annual maintenance fund
- Updated hourly billing rates in the miscellaneous section to match current rates of \$70/hour during normal business hours and \$105/hour at all other times
- Removed the \$2,600 ear mark of maintenance funds in section 1.3 for meter upgrades
- Updated the meter replacement program bullet in the scope removing the reference to the same language in section 1.3 and updated this bullet indicating we would replace up to 20% of the meters annually with the cost of the equipment being that of the Owner

ATTACHMENT(S) Proposed Operation and Maintenance Agreement
STAFF Review and approve
RECOMMENDATION

OPERATION AND MAINTENANCE AGREEMENT

This Operation and Maintenance Agreement (the "Agreement") dated as of _____, ~~2014~~2018 is between the City of Sandstone, Minnesota, a municipal corporation (the "Owner"), whose address is City Hall, 119 N. 4th Street, Sandstone, Minnesota 55072, and PEOPLESERVICE, INC., and its successors and assigns ("PeopleService"), whose address is 209 South 19th Street, Suite 555, Omaha, Nebraska 68102.

RECITALS:

WHEREAS, Owner is the owner of a municipal water and wastewater treatment plant as described in Exhibit A to this Agreement (the "Facilities"); and

WHEREAS, Owner desires to engage PeopleService to operate and maintain the Facilities on behalf of Owner and PeopleService desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, Owner is authorized by law to enter into this Agreement.

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

ARTICLE I - SCOPE OF SERVICES

1.1. ~~Commencing~~ on January 1, ~~2014~~2019, or such other date mutually acceptable in writing to PeopleService and Owner (the "Effective Date"), PeopleService will provide all routine operation and maintenance of Owner's Facilities on a 7 day per week basis within the design capacity of the Facilities as described in Exhibit A to this Agreement ("Description of Facilities"). The routine operation and maintenance services to be provided by PeopleService are further described in Exhibit B of this Agreement.

1.2 PeopleService will be responsible for expenses incurred in the routine operation and maintenance of the Facilities, including personnel services, communication services (local, long distance and data services), chemicals, materials, supplies, contracted services, insurance, and equipment repair.

1.3 PeopleService shall provide all required maintenance to preserve the existing life of all assigned equipment and vehicles of the Facilities. PeopleService will bear the expense of maintenance and repair of all equipment, physical facilities, and vehicles assigned for PeopleService's use, except for capital replacement expenditures as defined in section 2.1 (b), provided that such expense does not exceed a maximum annual maintenance/repair (noncapital) expenditure of ~~\$9,432,10,224 (with approximately \$2,600 of this amount set aside for water meter replacements)~~ for the first year of this Agreement. In subsequent years, the maximum annual maintenance/repair expenditure will be increased by the C.P.I. adjustment contained in section 4.2 of this Agreement. In performing maintenance and repairs, PeopleService will perform in an economical manner and make all reasonable efforts to remain below the annual maintenance/repair expenditure amount while remaining in compliance with all applicable regulations. PeopleService will refund to Owner any unused monies less than the maintenance/repair expenditure amount. In the event that such expenses approach or exceed this maximum annual amount, PeopleService shall promptly notify Owner. Any repair expenses in excess of the maximum amount set forth in this provision shall be approved by Owner. PeopleService shall invoice Owner the amount of maintenance/repair expenses in excess of the maximum annual maintenance/repair limit set forth in this provision at the end of the 12-month period. Owner shall reimburse PeopleService for such excess expenditures.

1.4 PeopleService will provide properly certified employees for the staffing of Facilities. Backup services will be provided by PeopleService corporate personnel. In addition, PeopleService will be on call 24 hours per day, 7 days per week, for emergency situations.

1.5 PeopleService shall advise Owner and serve as Owner's liaison to regulatory agencies and industrial users in matters related to the operation of the Facilities. However, PeopleService will not act as, or provide, legal counsel in this capacity.

1.6 PeopleService will supervise all regulatory compliance and financial transactions pertaining to the day-to-day operation of the Facilities. Subject to the limitations of this Section 1.6, PeopleService shall operate the Facilities in compliance with state and federal regulatory requirements. PeopleService will pay all fines imposed for process upsets and violation of discharge limits unless the process upsets or violations are attributable to:

(a) Flows or pollutants which are not within the Design Capabilities of the Facilities; pollutants include, but are not limited to soluble oil, heavy metals, excessive suspended solids and excessive organic loadings;

(b) The malfunction or failure of equipment which is not solely due to the negligent acts, errors or omissions of PeopleService;

(c) Construction activities which are undertaken to improve the wastewater treatment process but which are beyond the operating scope of services of PeopleService as delineated in this Article I; or

(d) Discharges from industrial facilities in violation of any pretreatment standards applicable to those discharges.

In no event shall PeopleService be responsible for the payment of state or federal fines imposed or damages, attorney fees, and court costs awarded as a result of actions, inactions, process upsets or violations which occurred prior to or existed on January 1, 1993, the Effective Date of the original agreement between the parties, and which are not due solely to the negligence of PeopleService, nor shall PeopleService be responsible for payment of any fines, penalties, damages or attorney's fees resulting from requirements not expressly assumed by PeopleService herein, including any reporting requirements.

With regard to potable water supplies, PeopleService will not be responsible for inherent water quality that fails to meet specifications of the Safe Drinking Water Act and amendments thereto concerning inorganic chemicals, pesticides, volatile organic chemicals, synthetic organic

compounds, lead and copper standards. However, PeopleService will use its best efforts to treat Owner's potable water supplies to meet drinking water standards.

1.7 PeopleService shall exercise the due care in performing its obligations and duties under this Agreement which is normally and reasonably provided with respect to similar contract services.

1.8 PeopleService will provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

(a) Statutory Workers' Compensation Insurance in compliance with the laws of the state of Minnesota which has jurisdiction of PeopleService employees engaged in the performance of services hereunder; together with Employers Liability coverage in the amount of \$500,000 for each incident;

(b) General liability coverage of at least \$1,000,000 combined single limit, each occurrence, for bodily injury and property damage with Owner named as additional insured;

(c) Comprehensive auto liability insurance which shall include \$500,000 combined single limit coverage for bodily injury and property damage; and

(d) Umbrella liability coverage of at least \$4,000,000 is provided in addition to the statutory workman's compensation requirement, basic general liability or auto liability coverage noted above.

PeopleService will furnish Owner with Certificates of Insurance as evidence that policies providing the required coverage and limits are in full force and effect. Such policies shall provide that no less than thirty (30) days' advance notice of cancellation, termination or alteration shall be sent directly to PeopleService and Owner.

ARTICLE II - RESPONSIBILITIES OF OWNER

- 2.1 As part of this Agreement Owner agrees to assume the following responsibilities:
- (a) Owner shall maintain in full force and effect, in accordance with their respective terms, all guarantees, warranties, easements, permits, licenses and other similar approvals and consents received or granted to Owner as owner of all Facilities and component parts thereof;

 - (b) Owner shall be responsible for all capital replacement and major maintenance/repair expenditures which are defined as nonrecurring expenditures greater than \$750, that Owner determines necessary and required, provided that PeopleService will first be consulted for justification and need;

 - (c) Owner shall be responsible for filing, obtaining, and maintaining current water supply operations permit and NPDES permit for discharge of wastewater; and for filing all required reports under the Emergency Planning and Community Right-To-Know Act or any other statute or authority; provided, however, PeopleService shall assist Owner with preparing these filings and shall provide ongoing assistance regarding the maintenance of these permits;

 - (d) Owner shall at all times provide access to the Facilities for PeopleService, its agents and employees;

 - (e) Owner shall provide PeopleService the use of all existing equipment owned by Owner, necessary for the operation and maintenance of the Facilities and warrants that such operating equipment is in good condition;

 - (f) Owner shall be responsible for all damage to the Facilities, components thereof, PeopleService equipment on site, and all resulting liability to any and all third parties, when such damage and/or liability are caused by flood, fire, acts of God or other force majeure events, civil disturbance, extreme cold temperatures, excessive subsoil moisture, or misuse of property to the extent Owner was negligent regarding the misuse of such property;

(g) Owner shall be responsible for all fines imposed for process upsets and violations of discharge limits attributable to the operation and maintenance of the Facilities to the extent set forth in Section 1.6 as well as fines imposed for failure to report as required by Section 2.1(c).

(h) Owner shall designate an individual to act as liaison with PeopleService in connection with the performance of services by PeopleService under this Agreement;

(i) Owner shall be responsible for all property, excise and other taxes assessed on the Facilities; and

(j) Owner shall bear all costs incurred as a result of regulatory requirements not in effect on the Effective Date of this Agreement.

2.2 Owner shall maintain in full force and effect all existing policies of property and general liability insurance pertaining to the Facilities. Owner shall furnish PeopleService with Certificates of Insurance as evidence that such policies are in full force and effect under such policies. Such policies shall provide that no less than thirty (30) days' advance notice of cancellation, termination or alteration shall be sent directly to PeopleService and Owner.

2.3 Owner shall indemnify and hold PeopleService, its officers, employees and agents, harmless under this Agreement for any and all claims, damages, costs or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are caused by the negligent acts, errors or omissions of Owner. Additionally, Owner shall indemnify PeopleService, its officers, employees and agents harmless for any and all fines, penalties, attorney's fees and damages resulting from Owner's failure to comply with permitting, reporting or other statutory or regulatory requirements which are the responsibility of the Owner. This provision shall survive the termination of this Agreement.

ARTICLE III - RESPONSIBILITIES OF PEOPLESERVICE

3.1 PeopleService shall indemnify and hold Owner, its employees and agents, harmless under this Agreement for all claims, damages, costs or expenses caused by malfunction or failure of the Facilities or any components thereof or other liability or loss including injury, death, or damages to any person or property related in any way to the performance of this Agreement to the extent such claims, damages, costs, expenses, liability or loss are caused by the negligent acts, errors or omissions of PeopleService. This provision shall survive the termination of this Agreement.

ARTICLE IV - COMPENSATION

4.1 ~~As~~ As compensation for services rendered by PeopleService pursuant to this Agreement, Owner shall pay to PeopleService the sum of ~~\$9,284~~10,061 per month (plus meter reading fees contained in Section 4.4 of this Agreement) during the first twelve (12) months of this Agreement, commencing with the Effective Date. The monthly payment shall be due and payable on the first day of the month in which services are to be rendered. All other compensation to PeopleService is due upon receipt of PeopleService's invoice and payable within thirty (30) days of the date of the invoice.

4.2 ~~The~~ The monthly compensation provided in Section 4.1 shall be adjusted on January 1st of each year, beginning on January 1, ~~2015~~2020. The basis for the annual adjustment for January 1, ~~2015-2020~~ shall be the change in the Consumer Price Index for All Urban Consumers (CPI-U) as regularly reported by the U.S. Bureau of Labor Statistics, between ~~September-June 2013-2018~~ and ~~September-June 2014~~2019. For each year thereafter, the adjustment shall be the change in the CPI-U as reported between ~~September-June~~ of the year two years preceding the year of adjustment and ~~September-June~~ of the year immediately preceding the year of adjustment. This annual adjustment shall be done by letter acknowledging the change and will not require official action or contract amendment.

4.3 If for any ninety (90) day consecutive day period during the term of this Agreement

the average quality and/or quantity of wastewater influent or water production should significantly change (i.e. 20 percent in flow or loadings) compared to the average experienced during the twelve months immediately preceding the Effective Date of this Agreement, resulting in increased operating costs, both parties will mutually agree to negotiate an adjustment to reflect the incremental costs. If the parties cannot agree on an adjustment within ninety (90) days following PeopleService's request for an adjustment, either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

4.4 PeopleService shall provide an automated, monthly meter reading service, including the ability to complete "radio" reads, and must maintain the route management software to be loaded onto a personal computer provided by the Owner for this purpose. The meter reading and route management software must be compatible with and be able to transfer the meter reading data to the Owner's current "Fund Balance" accounting software via the interface provided by the Owner. Any maintenance of the meter reading and route management software and hardware will be paid for by PeopleService and will be considered as maintenance under Section 1.3 of this Agreement. For these services, Owner shall pay a monthly fee of \$225 plus sixty (60) cents for each meter read. These fees are in addition to the monthly compensation contained in Section 4.1 above. The number of meters to be used for the monthly calculation shall be adjusted on each January 1st and July 1st by letter agreement between the parties, based on the average number of meters read during the previous six months.

ARTICLE V - TERM OF AGREEMENT

5.1 This Agreement shall remain in full force and effect for five (5) years from the Effective Date. The Agreement shall be automatically renewed for successive terms of one (1) year each unless written notice of cancellation is given by either party to the other no less than ninety (90) days prior to the date of expiration.

ARTICLE VI - TERMINATION

6.1 This Agreement may be terminated by either party in the event of the other party's

breach of a material term of the Agreement, by the first party's giving written notice of such breach and the second party's failure to correct within thirty (30) days of receipt of such notice.

6.2 PeopleService shall not be in breach under this Agreement for its failure to perform its obligations under this Agreement, to the extent that the performance of such obligations is prevented or delayed by any event which is beyond the reasonable control of PeopleService, including but not limited to Acts of God, strikes, labor disputes, and unavailability of parts. In the event PeopleService claims that its performance is prevented or delayed by any such event, PeopleService will promptly notify Owner of that fact and the circumstances preventing or delaying its performance.

ARTICLE VII - MISCELLANEOUS

7.1 Any temporary or portable equipment which is provided by PeopleService during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of PeopleService upon termination of this Agreement. PeopleService shall not make any expenditures for capital replacements of the Facilities or any component thereof without the prior approval of Owner unless there is an emergency. An emergency exists when such expenditures are necessary to continue operation of Owner's Facilities or to provide for public health, safety or environmental protection. If there is an emergency, PeopleService shall provide Owner with verbal notice of the need for the capital replacement expenditure as soon as possible. Owner shall reimburse PeopleService for such emergency capital replacement expenditures in accordance with Section 4.1 of this Agreement.

7.2 This Agreement represents the entire agreement of the parties and may only be modified or amended in a writing signed by both parties.

7.3 Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to PeopleService, Attention: President, and to Owner, Attention: City Administrator, at the addresses set forth for each in the opening paragraph of this Agreement.

7.4 This Agreement shall be governed by, and construed in accordance with, the laws of the state of Minnesota.

7.5 Neither party shall assign, in whole or in part, any of the rights, obligations or benefits of this Agreement except to a parent, affiliate, or wholly-owned subsidiary, without the prior written consent of the other party, which consent shall not be unreasonably withheld. For purposes of this Section 7.5, an affiliate is defined as a company, the controlling interest in which is owned by the parent of the party.

7.6 PeopleService shall register with and utilize an electronic verification system or program for all of its new hire employees. This electronic verification system or program now known as the "E-Verify Program", but also may include an equivalent federal program designated by the Department of Homeland Security or another federal agency authorized to verify the work eligibility status of employees. PeopleService shall contractually require all subcontractors performing work under this contract to also register and utilize such electronic verification system for employees hired on or after the Effective Date of this Agreement. PeopleService and all of its subcontractors shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services under this contract. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by PeopleService or a subcontractor to perform services under this contract.

7.7 As a government contractor, PeopleService must comply with the provisions of Executive Order 11246, as amended, and other existing laws related to Equal Employment Opportunity (EEO). Part of our commitment to EEO is to take affirmative action to ensure that job seekers are recruited; job applicants are considered for employment opportunities; and employees are treated without regard to their race, gender, color, religion, national origin, age, sexual orientation, gender identity or expression, genetic information, disability or veteran status or any other status protected by law. In addition, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort and responsibility, under similar working conditions, in the same establishment.

7.8. Upon the Effective Date of this Agreement, that certain Operation and Maintenance Agreement dated January 5, ~~2014~~31, 2014 between the Owner and PeopleService shall automatically terminate and shall be superseded by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

PEOPLESERVICE, INC.

CITY OF SANDSTONE, MINNESOTA

President

Mayor

Attest: _____
Assistant Secretary

Attest: _____
City Administrator

OPERATION AND MAINTENANCE AGREEMENT

EXHIBIT A

Description of Facilities

For purposes of this Agreement, the following water/wastewater utility components are included:

- **WATER SYSTEM:** Two (2) water production wells; water treatment plant with pressure filter, chemical addition units and backwash water reclamation tank with backup generator; elevated water storage tower (capacity 150,000 gallons); and water distribution of various size of water mains, hydrants, and valves.

- **WASTEWATER TREATMENT PLANT:** Wastewater collection system of several thousand lineal feet of sewer interceptor and sewer collection lines; 9,500 feet of 12-inch force main; three (3) lift stations with submersible pumps; main pumping station/office area; three-cell stabilization pond complex including a transfer pumping station (each cell with a surface area of 17 acres) and 120 feet of 24 inch outfall effluent line. Design capacity of this facility is 383,000 gallons per day (average wet weather flow) as designated in Owner's NPDES permit.

OPERATION AND MAINTENANCE AGREEMENT

EXHIBIT B

Services to be Provided by PeopleService

Except as otherwise provided in the Operation and Maintenance Agreement, and subject to the limitations set forth therein, PeopleService shall provide the following services to Owner in connection with the Facilities:

- Provide professional management, operations, and maintenance of the water production, water treatment plant, water storage, and water distribution plus wastewater collection and wastewater stabilization ponds (lagoon) complex, including a certified, competent operator to perform daily O&M activities.
- Procure all communication services (local, long distance and data excluding any alarm dialers, etc.), consumable supplies, chemicals (liquid chlorine, fluoride, caustic soda and poly/ortho phosphates), fuels, materials and services necessary for the safe and efficient operation, as well as payment for items in the day-to-day operation.
- Monitor, sample, analyze, and report as required by the Minnesota Department of Health (MDOH) in matters related to municipal water supply. Testing will include those daily and weekly tests, as well as bacterial tests, necessary to maintain the daily operation of the water treatment system. For any additional testing required by regulatory agencies such as inorganic chemicals, synthetic organic chemicals, volatile organic chemicals, radio nuclides, pesticides, and lead and copper, PeopleService shall collect the samples, prepare them for delivery to the appropriate laboratory and ship them. The cost of the laboratory analysis of the samples will be the responsibility of the Owner.
- Monitor, sample, analyze, and report as required by the Minnesota Pollution Control Agency (MPCA) with respect to the NPDES permit for wastewater treatment. For the influent and effluent CBOD, TSS, ammonia, mercury, fecal

coliform and phosphorus testing required by the NPDES permit, PeopleService will collect the samples and have them analyzed by a commercial laboratory. Using meters supplied by the Owner, PeopleService shall perform the required dissolved oxygen (DO) and pH testing on-site. PeopleService will be responsible for the cost of the shipping and laboratory analysis of the samples. For any additional testing required by regulatory agencies but not part of the current NPDES permit, PeopleService will collect the samples, prepare them for delivery to the commercial laboratory and ship them. The Owner will be responsible for the cost of the analysis completed by the laboratory.

- Provide monthly written report to Mayor/Council summarizing plant performance, flows, major projects or accomplishments, and preventive and corrective maintenance activities for the month.
- Act as a liaison between the Owner and the MDH/MPCA and to the federal EPA in matters relating to compliance with water quality and discharge requirements, and other liaison activities, as required.
- Provide technical training to the water/wastewater treatment operator on treatment process, preventive maintenance techniques, and safety awareness.
- Implement the use of a comprehensive preventive maintenance program in an attempt to ensure the projected life expectancy of plant equipment, and enforce existing equipment warranties and guarantees, and maintain all warranties on any new equipment purchased after the Effective Date of this Agreement.
- Be responsible for effluent quality, including liability for fines and civil penalties should permit conditions be violated while plant loadings and flows are within the design capability of the wastewater stabilization pond system, but only in those situations where the permit conditions could have been met using existing in-place plant equipment.

- Maintain cleanliness of process equipment and buildings, and general appearance of all buildings and grounds (the Owner shall remain responsible for snow plowing and lawn mowing at all water/wastewater sites). Conduct operations such that nuisances of sight, sound, and odor are eliminated or minimized to the extent reasonably possible.
- Properly secure and protect utility facilities within the limits of available security devices.
- Continue a water meter replacement/upgrade program, using the newer technology meters (touch head or radio reads), annually installing up to 20% of the Owner's meters with equipment provided by the Owner as many meters and/or readouts each year as the funds contained in Section 1.3 of this Agreement will permit.
- Be responsible for flushing fire hydrants semi-annually except for any areas where it is determined that more frequently flushing is required. Hydrant lubrication shall be completed annually.
- Using its best efforts, read all water meters on a monthly basis between the 15th and 25th day of each month, providing the reads to the Owner on the normal workday closest to the 26th day of each month.
- During the term of this Agreement PeopleService shall implement a water valve inspection and exercising program by inspecting and exercising as many water valves as can be located. All data will be documented and copies will be provided to the Owner.
- During normal business hours, PeopleService shall complete all water service "turn ons" or "turn offs" requested by the Owner's staff.
- Continue a simultaneous manhole inspection and wastewater collection system-cleaning program. The program shall include the inspection of and cleaning of

one fourth of the system each year. PeopleService shall be responsible for the physical inspections of the manholes, cleaning/rodding of the system as well as the maintenance of adequate records of the program.

- PeopleService, using its own equipment, shall be responsible for completing all locates of the water distribution and wastewater collection systems requested by Gopher One. Program fees and supplies will be paid for by PeopleService and considered part of the maintenance/repair fund discussed in Section 1.3 of this Agreement.
- Be responsible for coordinating any repairs to the water distribution and wastewater collection systems, using the Owner's public works employees or the Owner's chosen contractor. The Owner's personnel or contractor will be responsible for providing the personnel and equipment necessary to complete the repairs. The Owner or its contractor shall also be responsible for the removal, replacement and resurfacing of all streets or private property, with the Owner being responsible for its own expenses and the cost of the third party contractor.
- Comply with all applicable city, state, and federal laws, regulation, and administrative rules.
- Serve as a liaison between the Owner and any new or existing major contributing industries, and provide technical assistance to the Owner in consultation to existing industries and to any new industries, in matters relating to their pretreatment process, or agreements with the Owner and MPCA.
- Coordinate and cooperate with the Owner's engineer and contractors to facilitate the completion of any expansion or improvement to the facilities.
- Consult with Owner's engineer closely on significant operational issues and decisions at the plants.

- Use a professional manner in dealing with community groups concerned with any facet of the operations, including tours and other public relations programs.

- Provide assistance to Owner for following Value Added Services:
 - ❖ SDWA Amendments (1986) Assessment and Consultation
 - ❖ Assist Owner's Consultant/Engineer with a Wellhead Protection Program
 - ❖ Water Rates Study
 - ❖ Five Year Water/Wastewater Capital Improvements Assessment and O&M Budgeting Assistance
 - ❖ Inflow/Infiltration (I/I) Analysis of Wastewater Collection System
 - ❖ Wastewater Rates Study
 - ❖ Industrial Pre-Treatment Investigation
 - ❖ Laboratory Quality Assurance and Quality Control (QA/QC) Program

Miscellaneous

A - PeopleService will provide the necessary information to complete all forms required through the administration of the water and wastewater treatment systems. PeopleService will not be required to pay any fees associated with the licenses or permits required by the state agencies. PeopleService will pay all expenses associated with the individual operator certification.

B - PeopleService will not be responsible for any additional costs associated with any construction project or upgrades involving the water and/or wastewater systems.

C - For services requested by the Owner and provided by PeopleService that are beyond the Scope of Services contained in this Exhibit B, PeopleService shall charge the Owner at the rate of ~~\$50-70~~ per hour between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday (except for holidays). At all other times and during holidays, the billing rate shall be ~~\$75-105~~ per hour. Hours billed shall include any required travel time. Owner agrees to pay invoices for said charges in compliance with the terms contained in the paragraph 4.1 of this Agreement.

CASH BALANCE, REVENUE & EXPENDITURE REPORT
July 2018

	<u>7/31/2018</u>	<u>7/31/2018</u>	<u>7/31/2018</u>	<u>7/31/2018</u>
<u>General Operating Funds</u>	<u>YTD Revenues</u>	<u>YTD Expenditures</u>	<u>Cash Balance</u>	<u>Investments</u>
General Fund	\$ 622,871	\$ 476,118	\$ 1,406,698	\$ -
Fire Department Fund	\$ 189,845	\$ 71,376	\$ (71,374)	\$ -
EDA CED Loan Fund	\$ 550	\$ -	\$ 187,267	\$ -
EDA Wild River Repair & Replace	\$ 20,275	\$ -	\$ 34,988	\$ 120,000
EDA	\$ 60,811	\$ 78,302	\$ 54,662	\$ 125,000
EDA Wild River Reserve	\$ 46,906	\$ 58,543	\$ 210,408	\$ -
Cemetery Perpetual Care	\$ 1,884	\$ -	\$ 98,536	\$ 23,928
PFA Water GO Bond	\$ 26,039	\$ 26,055	\$ 4,121	\$ -
GO Refunding Bond 2009A	\$ 23,898	\$ 57,318	\$ 29,969	\$ -
GO Bond 2009B	\$ 13,414	\$ 27,031	\$ 56,483	\$ -
2012A Refinance \$405,000	\$ 20,744	\$ 48,953	\$ 71,391	\$ -
Capital Projects Fund	\$ 163,930	\$ 282,736	\$ 733,853	\$ -
TIF KC Companies	\$ 2,998	\$ (1,178)	\$ (967)	\$ -
Tax Abatement - KR Townhomes	\$ 3,031	\$ -	\$ 1,878	\$ -
Tax Abatement - Gateway	\$ 10,290	\$ 181	\$ 10,109	\$ -
Medical and Business Park	\$ -	\$ 1,946	\$ (672,241)	\$ -
EDA Public Works Grant	\$ -	\$ 207,387	\$ (671,998)	\$ -
Water Fund	\$ 145,333	\$ 177,176	\$ 145,599	\$ -
Sewer Fund	\$ 214,166	\$ 125,519	\$ 215,473	\$ -
Storm Water Fund	\$ 24,274	\$ 13,458	\$ 179,041	\$ -

	<u>7/31/2018</u>	<u>7/31/2018</u>	<u>7/31/2018</u>	<u>7/31/2018</u>
<u>Reserve Funds</u>	<u>YTD Revenues</u>	<u>YTD Expenditures</u>	<u>Cash Balance</u>	<u>Investments</u>
General Fund Restricted	\$ -	\$ -	\$ 51,245	\$ -
General Fund Reserve	\$ -	\$ -	\$ 128,739	\$ -
Fire Equipment	\$ -	\$ -	\$ 191,692	\$ -
Fire Capital & Building	\$ -	\$ -	\$ 70,294	\$ -
Capital & Building	\$ -	\$ -	\$ 40,063	\$ -
Capital Public Works	\$ -	\$ -	\$ 15,967	\$ -
Equipment Public Works	\$ -	\$ -	\$ 45,878	\$ -
Sewer Rodder	\$ -	\$ -	\$ 42,483	\$ -
Water Equipment	\$ -	\$ -	\$ 207,981	\$ -
Water Capital & Building	\$ -	\$ -	\$ 31,981	\$ -
Sewer Equipment	\$ -	\$ -	\$ 116,603	\$ 2,591,814
Sewer Capital & Building	\$ -	\$ -	\$ 123,783	\$ -
AYM RESTRICTED CASH			\$ 112,136	\$ -

*** July numbers do not include a balanced cash and is an estimate at this time.***

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Fund: 101 General Fund							
Dept: 00-000 Balance Sheet Accto							
101-00-000-000-1010	Cash/Check: MORGAN STANLEY	07302018	MMA.ACCOUNT	57184	07/30/2018	07/30/2018	1,000,000.00
							2,000,000.00
Total Dept. Balance Sheet Accounts:							2,000,000.00
Dept: 10-111 Mayor and Council							
101-10-111-000-4210	General Ope CHRIS' FOOD CENTER	07312018	COUNCIL MEETING	57200	08/06/2018	08/08/2018	29.80
	SUBWAY	08202018	COUNCIL WORKSHOP/INTERV	57238	08/20/2018	08/20/2018	68.67
							98.47
Total Dept. Mayor and Council:							98.47
Dept: 10-130 Executive							
101-10-130-000-4131	Health Insur: I.U.O.E. LOCAL 49 H & W FU		AUGUST HEALTH PREMIUM	57214	08/07/2018	08/08/2018	2,338.70
							2,338.70
101-10-130-000-4210	General Ope METRO SALES	INV1135176	COPIER LEASE	57304	08/28/2018	08/28/2018	309.73
	MNDRIVERSMANUALS.COM	3344	CLASS D MANUALS	57310	08/28/2018	08/28/2018	134.77
	NORTHERN BUSINESS PRO	320345-0	TOILET TISSUE/ OFFICE SUPP	57225	08/03/2018	08/08/2018	9.98
	NORTHVIEW BANK	08042018	BATHRM BENCH, CODE PAPEI	57312	08/28/2018	08/28/2018	36.50
	OFFICE DEPOT	185266792001	GEN OFFICE SUPPLIES	57313	08/28/2018	08/28/2018	42.11
							533.09
101-10-130-000-4300	Professional ADT	08182018	SECURITY SYSTEM- SEP	57285	08/28/2018	08/28/2018	73.85
							73.85
101-10-130-000-4321	Telephone AT&T MOBILITY	287269955139X07182018	CELL PHONE ADMIN/STREET I	57193	08/06/2018	08/08/2018	51.52
	AT&T MOBILITY	287269955139X08182018	CELL PHONE- ADMIN/S&P	57288	08/28/2018	08/28/2018	52.50
	CENTURYLINK	1446394238	PHONE UTILITY	57198	08/06/2018	08/08/2018	8.97
	CENTURYLINK	1446394238	PHONE UTILITY	57198	08/06/2018	08/08/2018	22.03
	CENTURYLINK	08132018	PHONE SERVICES	57291	08/28/2018	08/28/2018	263.25
							398.27
101-10-130-000-4331	Travel Exper TYSON/ALANA//	08082018	ELECTION JUDGE TRAINING	57329	08/28/2018	08/28/2018	7.63
							7.63
101-10-130-000-4351	Notices & Pt PINE COUNTY COURIER	07262018	ELEC. FIN. STMT, PUB FOR AM	57229	08/06/2018	08/08/2018	128.98
							128.98
101-10-130-000-4433	Dues and St CGMC	08032018	2019 ENVIRONMENTAL ACTIOI	57199	08/06/2018	08/08/2018	930.00
	CGMC	08032018B	2018 GENERAL ASSESSMEN	57199	08/06/2018	08/08/2018	5,022.00
	GREATER MN PARTNERSHII	08212018	2019 MEMBERSHIP DUES	57298	08/28/2018	08/28/2018	500.00
							6,452.00
101-10-130-000-4437	Schools & C LEAGUE OF MINNESOTA CIT	274729	TRAINING- ALANA	57219	08/06/2018	08/08/2018	15.00
	SCSU	08282018	TRAINING- MCAA KATHY G.	57239	08/28/2018	08/28/2018	215.00
							230.00
101-10-130-000-4816	Web Page C DIVERSIFIED MEDIA DATA S	192018	WILD RIVER WEB 8/1/18- 1/31/	57205	08/06/2018	08/08/2018	120.00
							120.00

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Total Dept. Executive:							10,282.52
Dept: 10-140 City Clerk - Election							
101-10-140-000-4210	General Ope CHERI'S FLOWER BASKET	08142018	ELECTION DAY SUPPLIES	57292	08/28/2018	08/28/2018	12.95
							12.95
101-10-140-000-4351	Notices & Pt PINE COUNTY COURIER	07262018	ELEC. FIN. STMT, PUB FOR AM	57229	08/06/2018	08/08/2018	124.08
							124.08
Total Dept. City Clerk - Elections:							137.03
Dept: 10-150 Financial Administr							
101-10-150-000-4131	Health Insur: I.U.O.E. LOCAL 49 H & W FUI		AUGUST HEALTH PREMIUM	57214	08/07/2018	08/08/2018	1,010.60
							1,010.60
101-10-150-000-4300	Professional PINE COUNTY TREASURER	08072018	2018 ASSESSMENT BILLING	57318	08/28/2018	08/28/2018	7,354.00
							7,354.00
101-10-150-000-4351	Notices & Pt PINE COUNTY COURIER	07262018	ELEC. FIN. STMT, PUB FOR AM	57229	08/06/2018	08/08/2018	1,003.17
							1,003.17
Total Dept. Financial Administration:							9,367.77
Dept: 10-160 City Attorney							
101-10-160-000-4300	Professional KENNEDY & GRAVEN	143757	MN POWER, PERSONNEL, REI	57215	08/06/2018	08/08/2018	75.00
	KENNEDY & GRAVEN	143757	MN POWER, PERSONNEL, REI	57215	08/06/2018	08/08/2018	527.00
	KENNEDY & GRAVEN	144127	MN POWER/KC STORM/ CTY C	57300	08/28/2018	08/28/2018	105.00
	KENNEDY & GRAVEN	144127	MN POWER/KC STORM/ CTY C	57300	08/28/2018	08/28/2018	36.42
	KENNEDY & GRAVEN	144128	ROCK, SANDSTONE DEV LLC	57300	08/28/2018	08/28/2018	112.50
							855.92
Total Dept. City Attorney:							855.92
Dept: 10-191 Planning and Zoning							
101-10-191-000-4300	Professional KENNEDY & GRAVEN	144127	MN POWER/KC STORM/ CTY C	57300	08/28/2018	08/28/2018	35.00
	KENNEDY & GRAVEN	144127	MN POWER/KC STORM/ CTY C	57300	08/28/2018	08/28/2018	364.00
							399.00
Total Dept. Planning and Zoning:							399.00
Dept: 10-194 Buildings & Ground							
101-10-194-000-4131	Health Insur: I.U.O.E. LOCAL 49 H & W FUI		AUGUST HEALTH PREMIUM	57214	08/07/2018	08/08/2018	62.00
							62.00
101-10-194-000-4220	Repair & Ma NORTHERN BUSINESS PRO	320345-0	TOILET TISSUE/ OFFICE SUPP	57225	08/03/2018	08/08/2018	89.99
	SANDSTONE ACE HARDWAI	07272018	B&G/S&P/FIRE GEN SUPPLIE	57233	08/06/2018	08/08/2018	109.31
	SANDSTONE ACE HARDWAI	08252018	QD, ROBINSON P, BUILD/GND	57325	08/28/2018	08/28/2018	19.57
							218.87
101-10-194-000-4300	Professional PHASE	39539	LAWN MAINT- JUNE 2018	57228	08/06/2018	08/08/2018	972.36
	PHASE	39784	MOWING SERVICES- JULY	57315	08/28/2018	08/28/2018	877.10
	T-N-T CLEANING	08132018	CITY HALL CLEANING SERVIC	57328	08/28/2018	08/28/2018	934.50
							2,783.96
101-10-194-000-4381	Electric Utilit						

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	MINNESOTA POWER	07272018	POWER UTILITY	57222	08/06/2018	08/08/2018	926.68
	MINNESOTA POWER	082182018	ELECTRIC UTILITY	57306	08/28/2018	08/28/2018	9.57
							936.25
101-10-194-000-4382	Water Utilitie SANDSTONE/CITY OF//	08242018	WATER UTILITY	57326	08/28/2018	08/28/2018	66.50
							66.50
101-10-194-000-4383	Gas Utilities CONSTELLATION NEWENEF	2382582, 2382547	GAS UTILITY	57293	08/28/2018	08/28/2018	71.68
							71.68
101-10-194-000-4384	Refuse Disp MATT'S SANITATION INC.	07312018	JULY GARBAGE SERVICE	57220	08/06/2018	08/08/2018	58.50
							58.50
101-10-194-000-4401	Building Rep DEGERSTROM CONSTRUCT LMC INSURANCE TRUST RJ MECHANICAL INC.	07302018A 3884 8654	CITY HALL ENTRY DOOR REP/ CITY HALL ROOF DEDUCTIBL CITY HALL & LIBRARY AC REP.	57203 57303 57323	08/06/2018 08/28/2018 08/28/2018	08/08/2018 08/28/2018 08/28/2018	285.00 500.00 1,569.44
							2,354.44
							Total Dept. Buildings & Grounds: 6,552.20
Dept: 15-210 Law Enforcement							
101-15-210-000-4300	Professional PINE COUNTY TREASURER-	08272018	POLICE CONTRACT- SEPTEMI	57319	08/28/2018	08/28/2018	11,024.00
							11,024.00
							Total Dept. Law Enforcement: 11,024.00
Dept: 15-240 Building Inspection:							
101-15-240-000-4300	Professional DROTNING/RICHARD// KENNEDY & GRAVEN	2018-0035 143757	BUILDING OFCL SERVICES- J MN POWER, PERSONNEL, REI	57208 57215	08/06/2018 08/06/2018	08/08/2018 08/08/2018	1,705.00 70.00
							1,775.00
							Total Dept. Building Inspections: 1,775.00
Dept: 15-270 Animal Control							
101-15-270-000-4210	General Ope CASH	07272018	DOG COLLAR/LEASH	57197	08/06/2018	08/08/2018	7.21
							7.21
101-15-270-000-4300	Professional MINNESOTA WILDLIFE CONI	08072018	FERAL CATS	57307	08/28/2018	08/28/2018	160.00
							160.00
							Total Dept. Animal Control: 167.21
Dept: 20-300 Public Works Admir							
101-20-300-000-4131	Health Insur I.U.O.E. LOCAL 49 H & W FU		AUGUST HEALTH PREMIUM	57214	08/07/2018	08/08/2018	1,178.00
							1,178.00
101-20-300-000-4207	Training & In CENTRAL PENSION FUND	JUL-18	JULY HRS	57290	08/28/2018	08/28/2018	40.00
							40.00
101-20-300-000-4210	General Ope LAMPERTS QUALITY HOME AND SPORT SANDSTONE ACE HARDWAI SANDSTONE ACE HARDWAI SANDSTONE NAPA	07252018 08282018 07272018 08252018 07252018	MURAL, TRASH BAGS FILTER/G CAP/2 STROKE/LEVI B&G/S&P/FIRE GEN SUPPLIES QD, ROBINSON P, BUILDIGND STREET & PARK REPAIR/SUP	57218 57321 57233 57325 57234	08/06/2018 08/28/2018 08/06/2018 08/28/2018 08/06/2018	08/08/2018 08/28/2018 08/08/2018 08/28/2018 08/08/2018	57.96 26.79 35.95 56.23 49.92

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							226.85
101-20-300-000-4212	Motor Fuels SANDSTONE PETRO PLUS	08012018	FUEL CHARGES	57235	08/06/2018	08/08/2018	441.65
							441.65
101-20-300-000-4220	Repair & Ma AUTO VALUE MORA	16207362	STREET & PARK SHOP SUPPL	57194	08/06/2018	08/08/2018	44.90
	SANDSTONE ACE HARDWA	07272018	B&G/S&P/FIRE GEN SUPPLIE	57233	08/06/2018	08/08/2018	28.12
	SANDSTONE NAPA	07252018	STREET & PARK REPAIR/SUPF	57234	08/06/2018	08/08/2018	11.86
	TITAN MACHINERY- DULUTH	1107212 GP	JOHN DEERE MOWER PART/M	57237	08/06/2018	08/08/2018	467.64
							552.52
101-20-300-000-4224	Street Operz KONRAD MATERIAL SALES I	1253602	ASPHALT PATCH- SPRING/FAL	57302	08/28/2018	08/28/2018	299.00
							299.00
101-20-300-000-4225	Street Signs SAFETY SIGNS, LLC//	182074S	DIGITAL SPEED SIGN POLES	57232	08/06/2018	08/08/2018	350.75
							350.75
101-20-300-000-4300	Professional BCA	08062018H	S&P BACKGROUND CK	57196	08/06/2018	08/08/2018	15.00
	BCA	08062018F	S&P BACKGROUND CK	57195	08/06/2018	08/08/2018	15.00
	BCA	08142018	S&P BACKGROUND CK	57282	08/14/2018	08/14/2018	15.00
	DRIVER AND VEHICLE SERV	08062018H	S&P- CERTIFIED DRIVING REC	57207	08/06/2018	08/08/2018	10.50
	DRIVER AND VEHICLE SERV	08062018F	S&P- CERT DRIVING RECORD	57206	08/06/2018	08/08/2018	10.50
	DRIVER AND VEHICLE SERV	081418	STREET & PARKS CERTIFIED	57281	08/14/2018	08/14/2018	10.50
							76.50
101-20-300-000-4321	Telephone AT&T MOBILITY	287269955139X07182018	CELL PHONE ADMIN/STREET	57193	08/06/2018	08/08/2018	80.66
	AT&T MOBILITY	287269955139X08182018	CELL PHONE- ADMIN/S&P	57288	08/28/2018	08/28/2018	53.78
	CENTURYLINK	1446394238	PHONE UTILITY	57198	08/06/2018	08/08/2018	5.78
	CENTURYLINK	08132018	PHONE SERVICES	57291	08/28/2018	08/28/2018	58.91
							199.13
101-20-300-000-4381	Electric Utilit MINNESOTA POWER	07272018	POWER UTILITY	57222	08/06/2018	08/08/2018	185.25
	MINNESOTA POWER	082182018	ELECTRIC UTILITY	57306	08/28/2018	08/28/2018	168.10
							353.35
101-20-300-000-4384	Refuse Disp MATT'S SANITATION INC.	07312018	JULY GARBAGE SERVICE	57220	08/06/2018	08/08/2018	152.10
							152.10
101-20-300-000-4404	Machiner & I QUALITY HOME AND SPORT	08282018	FILTER/G CAP/2 STROKE/LEVI	57321	08/28/2018	08/28/2018	43.37
	SANDSTONE NAPA	07252018	STREET & PARK REPAIR/SUPF	57234	08/06/2018	08/08/2018	375.97
							419.34
101-20-300-000-4499	Miscellaneous GOPHER STATE ONE CALL	8070706	JULY LOCATE COSTS	57213	08/06/2018	08/08/2018	25.65
							25.65
							al Dept. Public Works Administration: 4,314.84
Dept: 20-346	Street Lighting						
101-20-346-000-4381	Electric Utilit MINNESOTA POWER	07272018	POWER UTILITY	57222	08/06/2018	08/08/2018	2,264.00
							2,264.00
							Total Dept. Street Lighting: 2,264.00
Dept: 25-520	Parks Maintenance						

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101-25-520-000-4210	General Ope							
	DOG WASTE DEPOT	236829	ROBINSON PARK- DOG STATIK	57294	08/28/2018	08/28/2018	59.99	
	SANDSTONE ACE HARDWA	08252018	QD, ROBINSON P, BUILD/GND	57325	08/28/2018	08/28/2018	25.96	
							85.95	
101-25-520-000-4300	Professional							
	KENNEDY & GRAVEN	144127	MN POWER/KC STORM/ CTY C	57300	08/28/2018	08/28/2018	35.00	
	PAUL'S PORTABLES	07312018B	PORTA-POTTY PARKS JULY	57227	08/06/2018	08/08/2018	340.00	
	PAUL'S PORTABLES	07312018B	PORTA-POTTY PARKS JULY	57227	08/06/2018	08/08/2018	152.00	
	PAUL'S PORTABLES	07312018B	PORTA-POTTY PARKS JULY	57227	08/06/2018	08/08/2018	152.00	
							679.00	
101-25-520-000-4351	Notices & Pt							
	PINE COUNTY COURIER	07262018	ELEC, FIN. STMT, PUB FOR AM	57229	08/06/2018	08/08/2018	860.25	
	PINE COUNTY COURIER	07262018	ELEC, FIN. STMT, PUB FOR AM	57229	08/06/2018	08/08/2018	150.00	
							1,010.25	
101-25-520-000-4381	Electric Utilit							
	MINNESOTA POWER	07272018	POWER UTILITY	57222	08/06/2018	08/08/2018	69.81	
							69.81	
101-25-520-000-4383	Gas Utilities							
	MN ENERGY RESOURCES C	08082018	GAS UTILITY- LIONS HILL	57309	08/28/2018	08/28/2018	24.44	
							24.44	
101-25-520-000-4403	Improvemen							
	DEGERSTROM CONSTRUCT	07302018B	REGRADE ICE RINK	57203	08/06/2018	08/08/2018	2,000.00	
							2,000.00	
101-25-520-000-4499	Miscellaneous							
	SANDSTONE ACE HARDWA	08252018	QD, ROBINSON P, BUILD/GND	57325	08/28/2018	08/28/2018	51.98	
							51.98	
101-25-520-000-4544	Undesignate							
	NORTHVIEW BANK	08042018	BATHRM BENCH, CODE PAPEI	57312	08/28/2018	08/28/2018	853.35	
							853.35	
101-25-520-000-4750	Sandstone C							
	AMERICAN LEGION POST 11	08072018	NATIONAL NIGHT OUT	57185	08/03/2018	08/03/2018	300.00	
	DYKSTRA/ALYSSA//	08032018	MURAL/PAINT IN THE PARK	57188	08/03/2018	08/03/2018	300.00	
	KELLER/FRED//	08072018	NATIONAL NIGHT OUT	57186	08/03/2018	08/03/2018	225.00	
	KETTLE RIVER GRAFIX	49622	NEIGHBORHOOD NIGHT OUT	57216	08/06/2018	08/08/2018	87.50	
	LAMPERTS	07252018	MURAL, TRASH BAGS	57218	08/06/2018	08/08/2018	1,401.94	
	PAUL'S PORTABLES	07312018A	PORTA-POTTY FLEA & FARME	57227	08/06/2018	08/08/2018	152.00	
	PINE COUNTY COURIER	07262018	ELEC, FIN. STMT, PUB FOR AM	57229	08/06/2018	08/08/2018	357.50	
	PINE COUNTY DAIRY ASSO	08102018	NAT'L NIGHT OUT- ICE CREAM	57316	08/28/2018	08/28/2018	206.00	
	SANDSTONE ACE HARDWA	07272018	B&G/S&P/FIRE GEN SUPPLIES	57233	08/06/2018	08/08/2018	125.66	
								3,155.60
	101-25-520-000-4760	Sandstone t						
		MINNESOTA POWER	07272018	POWER UTILITY	57222	08/06/2018	08/08/2018	26.05
MINNESOTA POWER		082182018	ELECTRIC UTILITY	57306	08/28/2018	08/28/2018	29.51	
MN ENERGY RESOURCES C		08022018	GAS UTILITY	57223	08/06/2018	08/08/2018	19.20	
							74.76	
101-25-520-000-4817	Quarry Days							
	MN DEPT OF LABOR & INDU	160491	CHAMBER ELECTRICAL BOX I	57308	08/28/2018	08/28/2018	210.00	
	RON'S ROLL-OFF SERVICE	4328	QUARRY DAYS GARBAGE SEF	57324	08/28/2018	08/28/2018	321.75	
	SANDSTONE ACE HARDWA	08252018	QD, ROBINSON P, BUILD/GND	57325	08/28/2018	08/28/2018	164.04	
							695.79	
101-25-520-000-4831	Farmer Mark							
	PAUL'S PORTABLES	07312018A	PORTA-POTTY FLEA & FARME	57227	08/06/2018	08/06/2018	150.00	
	PINE COUNTY COURIER	07262018	ELEC, FIN. STMT, PUB FOR AM	57229	08/06/2018	08/08/2018	136.00	

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							286.00
							Total Dept. Parks Maintenance: 8,986.93
Dept: 25-550 Library							
101-25-550-000-4210	General Ope DEMCO, INC.	6414099	LIBRARY SUPPLIES	57204	08/06/2018	08/08/2018	38.72
							38.72
							Total Dept. Library: 38.72
Dept: 35-000 Cemetery							
101-35-000-000-4212	Motor Fuels SANDSTONE PETRO PLUS	08012018	FUEL CHARGES	57235	08/06/2018	08/08/2018	453.48
							453.48
101-35-000-000-4300	Professional PHASE	39539	LAWN MAINT- JUNE 2018	57228	08/06/2018	08/08/2018	1,376.42
	PHASE	39784	MOWING SERVICES- JULY	57315	08/28/2018	08/28/2018	1,428.98
							2,805.40
							Total Dept. Cemetery: 3,258.88
							Total Fund General Fund: 2,059,522.49
Fund: 201 Fire Protection							
Dept: 15-220 Fire							
201-15-220-000-4131	Health Insur: I.U.O.E. LOCAL 49 H & W FU		AUGUST HEALTH PREMIUM	57214	08/07/2018	08/08/2018	132.10
							132.10
201-15-220-000-4207	Training & In FIRE INSTRUCTION RESCUE	3399	FD TRAINING- HOSES/NOZZLE	57211	08/06/2018	08/08/2018	550.00
	FIRE INSTRUCTION RESCUE	3442	FIRE DEPT TRAINING- WATER	57297	08/28/2018	08/28/2018	550.00
	MINNESOTA FIRE SERVICE	5852	FIRE FIGHTER II EXAM- MANN	57221	08/06/2018	08/08/2018	115.00
							1,215.00
201-15-220-000-4210	General Ope ASPEN MILLS	220666	BADGES	57192	08/06/2018	08/08/2018	272.50
	ASPEN MILLS	222012	DRESS UNIFORM- FIRE DEPT	57287	08/28/2018	08/28/2018	103.30
	SANDSTONE ACE HARDWARE	07272018	B&G/S&P/FIRE GEN SUPPLIES	57233	08/06/2018	08/08/2018	117.95
							493.75
201-15-220-000-4212	Motor Fuels SANDSTONE PETRO PLUS	08012018B	FIRE DEPT FUEL	57235	08/06/2018	08/08/2018	57.72
							57.72
201-15-220-000-4300	Professional RICHARDSON/CARRIE//	30	FIREHALL CLEANING	57231	08/06/2018	08/08/2018	300.00
	RICHARDSON/CARRIE//	31	FIRE HALL CLEANING SVC- AL	57322	08/28/2018	08/28/2018	300.00
							600.00
201-15-220-000-4321	Telephone CENTURYLINK	1446394238	PHONE UTILITY	57198	08/06/2018	08/08/2018	3.99
	CENTURYLINK	08132018	PHONE SERVICES	57291	08/28/2018	08/28/2018	51.63
							55.62
201-15-220-000-4381	Electric Utilit MINNESOTA POWER	07272018	POWER UTILITY	57222	08/06/2018	08/08/2018	166.30
							166.30
201-15-220-000-4382	Water Utilitie SANDSTONE/CITY OF//	08242018	WATER UTILITY	57326	08/28/2018	08/28/2018	58.78
							58.78

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201-15-220-000-4383	Gas Utilities CONSTELLATION NEWENEFF	2382582, 2382547	GAS UTILITY	57293	08/28/2018	08/28/2018	59.12
							59.12
201-15-220-000-4384	Refuse Disp- MATT'S SANITATION INC.	07312018	JULY GARBAGE SERVICE	57220	08/06/2018	08/08/2018	30.42
							30.42
201-15-220-000-4404	Machiner & I ARLEN KRANTZ FORD INC DSC COMMUNICATIONS, INC FIRE CATT, LLC KEVIN'S TIRE	12177 2181684 MN-6819 574288	FIRE DEPT- 08 F-250 REPAIR FIRE DEPT RADIO UPGRADE 2018 HOSE TESTING/LADDER FIRE DPT- TIRE TANK TRUCK	57191 57209 57296 57301	08/06/2018 08/06/2018 08/28/2018 08/28/2018	08/08/2018 08/08/2018 08/28/2018 08/28/2018	813.96 262.20 2,666.00 470.00
							4,212.16
201-15-220-000-4499	Miscellaneous BCA DRIVER AND VEHICLE SERV	08132018 08132018	S&P BACKGROUND CK CERTIFIED DRIVING RECORD	57283 57280	08/14/2018 08/14/2018	08/14/2018 08/14/2018	15.00 10.50
							25.50
201-15-220-772-4544	Fire Capital HASSER GARAGE DOOR CC HASSER GARAGE DOOR CC HASSER GARAGE DOOR CC HASSER GARAGE DOOR CC	19901 19901 19901 19901	FIRE HALL- REPLACE DOORS FIRE HALL- REPLACE DOORS FIRE HALL- REPLACE DOORS FIRE HALL- REPLACE DOORS	57299 57299 57299 57299	08/28/2018 08/28/2018 08/28/2018 08/28/2018	08/28/2018 08/28/2018 08/28/2018 08/28/2018	300.00 -300.00 3,340.00 8,048.00
							11,388.00
							Total Dept. Fire: 18,494.47
							Total Fund Fire Protection: 18,494.47
Fund: 226 EDA CED Loan Fund							
Dept: 45-000 CED Loan Program							
226-45-000-000-4499	Miscellaneous KENYI & SONS LLC PINE COUNTY RECORDER	07252018 08082018	EDA CED LOAN EDA LOAN RECORDIN- KENYI	57189 57317	08/03/2018 08/28/2018	08/03/2018 08/28/2018	20,000.00 92.00
							20,092.00
							Total Dept. CED Loan Program: 20,092.00
							Fund EDA CED Loan Fund: 20,092.00
Fund: 228 Economic Developer							
Dept: 50-540 Economic Developn							
228-50-540-000-4300	Professional COMMUNITY PARTNERS RE KENNEDY & GRAVEN KENNEDY & GRAVEN KENNEDY & GRAVEN KENNEDY & GRAVEN NORTHSPAN NORTHSPAN PINE COUNTY RECORDER SHORT ELLIOTT HENDRICK	07252018 143758 143758 144127 144128 6359 6385 08012018 353485	HOUSING STUDY THE ROCK, SANDSTONE DEV THE ROCK, SANDSTONE DEV MN POWER/KC STORM/ CTY C ROCK, SANDSTONE DEV LLC BUSINESS PARK MARKETING SHOVEL READY, BP MARKETI CERT OF COMPLETION- GATE RAIL LAYOUT PLAN	57201 57215 57215 57300 57300 57226 57311 57230 57236	08/06/2018 08/06/2018 08/06/2018 08/28/2018 08/28/2018 08/06/2018 08/28/2018 08/06/2018 08/06/2018	08/08/2018 08/08/2018 08/08/2018 08/28/2018 08/28/2018 08/08/2018 08/28/2018 08/08/2018 08/08/2018	5,450.00 37.50 1,192.50 245.00 375.00 34.00 272.00 46.00 1,305.00
							8,957.00
228-50-540-000-4351	Notices & Pl PINE COUNTY COURIER PINE COUNTY COURIER	07262018 07262018	ELEC, FIN. STMT, PUB FOR AN ELEC, FIN. STMT, PUB FOR AN	57229 57229	08/06/2018 08/06/2018	08/08/2018 08/08/2018	40.61 101.52
							142.13
228-50-540-000-4499	Miscellaneous NORTHVIEW BANK	08042018	BATHRM BENCH, CODE PAPEI	57312	08/28/2018	08/28/2018	6.00

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	PINE COUNTY RECORDER	08092018	GOLDEN HORIZ- STORM WATI	57317	08/28/2018	08/28/2018	46.00
							<u>52.00</u>
							Total Dept. Economic Development: 9,151.13
							ic Development Authority: 9,151.13
Fund: 401 Capital Projects Fund							
Dept: 40-450 Capital Account							
401-40-450-000-4531	Street Overl:						
	MPJ ENTERPRISES, LLC	07262018	RIVER BLUFF CONSTRCT PM1	57187	08/03/2018	08/03/2018	52,534.01
	SHORT ELLIOTT HENDRICK:	354638	RIVER BLUFF PROJECT	57327	08/28/2018	08/28/2018	4,840.18
							<u>57,374.19</u>
							Total Dept. Capital Account: 57,374.19
Dept: 40-451 Capital Equipment							
401-40-451-163-4580	Public Work						
	QUALITY HOME AND SPORT	08112018	STREET & PARK MOWER PUR	57284	08/14/2018	08/14/2018	3,999.00
							<u>3,999.00</u>
							Total Dept. Capital Equipment: 3,999.00
							und Capital Projects Fund: 61,373.19
Fund: 406 TIF KC Companies							
Dept: 40-465 KC COMPANY							
406-40-465-000-4305	Administrativ						
	DAVID DROWN ASSOCIATES	4132	2017 TIF REPORT FILING	57202	08/06/2018	08/08/2018	1,500.00
	KENNEDY & GRAVEN	143855	KC COMPANIES TIFF	57215	08/06/2018	08/08/2018	128.96
							<u>1,628.96</u>
							Total Dept. KC COMPANY: 1,628.96
							Fund TIF KC Companies: 1,628.96
Fund: 410 KETTLE RIVER TAX ABATE							
Dept: 40-450 Capital Account							
410-40-450-000-4300	Professional						
	KETTLE RIVER TOWNHOME	07312018	KETTLE RIVER TOWNHOMES.	57217	08/06/2018	08/08/2018	2,616.75
							<u>2,616.75</u>
							Total Dept. Capital Account: 2,616.75
							: RIVER TAX ABATEMENT: 2,616.75
Fund: 411 GATEWAY TAX ABATEI							
Dept: 40-450 Capital Account							
411-40-450-000-4300	Professional						
	GATEWAY FAMILY HEALTH C	08012018	TAX ABATEMENT- 1ST HALF	57212	08/06/2018	08/08/2018	11,806.88
							<u>11,806.88</u>
411-40-450-000-4305	Administrativ						
	KENNEDY & GRAVEN	143869	GATEWAY ABATEMENT	57215	08/06/2018	08/08/2018	153.13
							<u>153.13</u>
							Total Dept. Capital Account: 11,960.01
							.TEWAY TAX ABATEMENT: 11,960.01
Fund: 422 EDA Public Works Gra							
Dept: 10-195 Economic Developn							

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422-10-195-000-4303	Contractual R.L. LARSON EXCAVATING, I	07192018	LUNDORFF DRIVE EXT PMT #:	57190	08/01/2018	08/05/2018	109,993.93
							109,993.93
							Total Dept. Economic Development: 109,993.93
							IDA Public Works Grant: 109,993.93
Fund: 601 Water Fund							
Dept: 60-911 Water Production/Di							
601-60-911-000-4131	Health Insur: I.U.O.E. LOCAL 49 H & W FUI		AUGUST HEALTH PREMIUM	57214	08/07/2018	08/08/2018	727.30
							727.30
601-60-911-000-4210	General Ope KETTLE RIVER GRAFIX OFFICE DEPOT	49544	Z FOLD LTRS	57216	08/06/2018	08/08/2018	4.00
		185272505001	W/S OFFICE SUPPLIES	57313	08/28/2018	08/28/2018	4.00
							8.00
601-60-911-000-4300	Professional AMERICAN PAYMENT CENTI PEOPLESERVICE, INC. PEOPLESERVICE, INC.	15-18792 0031438 0031438	QTRLY UTILITY PMT BOX REN CONTRACT SEPTEMBER CONTRACT SEPTEMBER	57286 57314 57314	08/28/2018 08/28/2018 08/28/2018	08/28/2018 08/28/2018 08/28/2018	39.00 225.00 4,896.00
							5,160.00
601-60-911-000-4321	Telephone CENTURYLINK	1446394238	PHONE UTILITY	57198	08/06/2018	08/08/2018	7.55
							7.55
601-60-911-000-4322	Postage POSTMASTER POSTMASTER	081418 081418	BLUE CARDS & W/S STAMPS BLUE CARDS & W/S STAMPS	57320 57320	08/28/2018 08/28/2018	08/28/2018 08/28/2018	85.12 17.50
							102.62
601-60-911-000-4381	Electric Utiliti MINNESOTA POWER MINNESOTA POWER	07272018 082182018	POWER UTILITY ELECTRIC UTILITY	57222 57306	08/06/2018 08/28/2018	08/08/2018 08/28/2018	848.49 874.23
							1,722.72
601-60-911-000-4383	Gas Utilities MN ENERGY RESOURCES C	08022018	GAS UTILITY	57223	08/06/2018	08/08/2018	184.21
							184.21
601-60-911-000-4433	Dues and SL MINNESOTA DEPT OF HEAL'	08/17/2018	QTRLY WATER CONNECTION	57305	08/28/2018	08/28/2018	755.00
							755.00
601-60-911-000-4581	Watermain C MPJ ENTERPRISES, LLC	07262018	RIVER BLUFF CONSTRCT PM1	57187	08/03/2018	08/03/2018	33,258.94
							33,258.94
601-60-911-670-4583	Water Capitz SHORT ELLIOTT HENDRICK:	354638	RIVER BLUFF PROJECT	57327	08/28/2018	08/28/2018	3,064.29
							3,064.29
							Dept. Water Production/Distribution: 44,990.63
							Total Fund Water Fund: 44,990.63
Fund: 602 Sewer Fund							
Dept: 50-950 Sewer Services							
602-50-950-000-4131	Health Insur: I.U.O.E. LOCAL 49 H & W FUI		AUGUST HEALTH PREMIUM	57214	08/07/2018	08/08/2018	727.30

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
							727.30
602-50-950-000-4210	General Ope KETTLE RIVER GRAFIX OFFICE DEPOT	49544	Z FOLD LTRS	57216	08/06/2018	08/08/2018	4.00
		185272505001	W/S OFFICE SUPPLIES	57313	08/28/2018	08/28/2018	3.99
							7.99
602-50-950-000-4300	Professional AMERICAN PAYMENT CENTI PEOPLESERVICE, INC. PEOPLESERVICE, INC.	15-18792 0031438 0031438	QTRLY UTILITY PMT BOX REN CONTRACT SEPTEMBER CONTRACT SEPTEMBER	57286 57314 57314	08/28/2018 08/28/2018 08/28/2018	08/28/2018 08/28/2018 08/28/2018	39.00 297.18 4,896.00
							5,232.18
602-50-950-000-4322	Postage POSTMASTER POSTMASTER	081418 081418	BLUE CARDS & W/S STAMPS BLUE CARDS & W/S STAMPS	57320 57320	08/28/2018 08/28/2018	08/28/2018 08/28/2018	85.11 17.50
							102.61
602-50-950-000-4381	Electric Utilit EAST CENTRAL ENERGY EAST CENTRAL ENERGY MINNESOTA POWER MINNESOTA POWER		ELECTRIC UTILITY- SEWER P SEWER PONDS ELECTRIC UT POWER UTILITY ELECTRIC UTILITY	57210 57295 57222 57306	08/06/2018 08/28/2018 08/06/2018 08/28/2018	08/08/2018 08/28/2018 08/08/2018 08/28/2018	48.63 48.88 1,320.43 1,233.44
							2,651.38
602-50-950-000-4383	Gas Utilities MN ENERGY RESOURCES C	08022018	GAS UTILITY	57223	08/06/2018	08/08/2018	19.20
							19.20
602-50-950-000-4300	Sewer water SANDSTONE/CITY OF//	08242018	WATER UTILITY	57326	08/28/2018	08/28/2018	42.40
							42.40
602-50-950-000-4433	Dues and St MN ENVIRONMENTAL SCIENC	08012018	2018/19 MEMBERSHIP ASSMN	57224	08/06/2018	08/08/2018	414.12
							414.12
602-50-950-000-4582	Sewermain (C MPJ ENTERPRISES, LLC	07262018	RIVER BLUFF CONSTRCT PM1	57187	08/03/2018	08/03/2018	30,487.36
							30,487.36
602-50-950-166-4583	Sewer Capit SHORT ELLIOTT HENDRICK:	354638	RIVER BLUFF PROJECT	57327	08/28/2018	08/28/2018	2,808.93
							2,808.93
							Total Dept. Sewer Services: 42,493.47
							Total Fund Sewer Fund: 42,493.47
Fund: 603 STORM WATER							
Dept: 50-951 Storm Water Service							
603-50-951-000-4131	Health Insur I.U.O.E. LOCAL 49 H & W FUI		AUGUST HEALTH PREMIUM	57214	08/07/2018	08/08/2018	186.00
							186.00
603-50-951-000-4300	Professional BNSF RAILWAY COMPANY	08162018	24" CULVERT & OPEN DITCH L	57289	08/28/2018	08/28/2018	371.32
							371.32
603-50-951-000-4322	Postage POSTMASTER POSTMASTER	081418 081418	BLUE CARDS & W/S STAMPS BLUE CARDS & W/S STAMPS	57320 57320	08/28/2018 08/28/2018	08/28/2018 08/28/2018	12.82 35.00
							47.82

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603-50-951-000-4740	Incentives ar						
	MPJ ENTERPRISES, LLC	07262018	RIVER BLUFF CONSTRCT PM1	57187	08/03/2018	08/03/2018	9,700.52
	SHORT ELLIOTT HENDRICK:	354638	RIVER BLUFF PROJECT	57327	08/28/2018	08/28/2018	893.75
							10,594.27
							Total Dept. Storm Water Services: 11,199.41
							otal Fund STORM WATER: 11,199.41
							Grand Total: 2,393,516.44

CITY OF SANDSTONE
Memorandum

TO: Mayor and City Council
FROM: Kathy George, City Administrator
DATE: September 5, 2018
SUBJECT: 2019 Preliminary Levy & Budget – City and EDA

BACKGROUND: The City Council held a work session on August 20th to discuss the proposed 2019 Levy and Budget for the City and for the EDA. The Preliminary Levy and Budget are to be certified to the County Auditor by September 30th. The Final Levy and Budget will be adopted in December. The Final cannot be more than what is adopted for the Preliminary.

A presentation will be given at the Council Meeting.

ATTACHMENTS

- Resolution 20180905-01 Adopting Preliminary City Budget
- Resolution 20180905-02 Adopting Preliminary City Levy
- Resolution 20180905-03 Adopting Preliminary EDA Levy

STAFF RECOMMENDATION:

- Adopt Resolutions
- Set Annual Truth in Taxation Meeting for Wednesday, December 5, 2018, at 6:00 p.m.

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

**CITY OF SANDSTONE
RESOLUTION 20180905-01**

**RESOLUTION ADOPTING
PRELIMINARY 2019 BUDGET**

BE IT RESOLVED by the City Council, City of Sandstone, County of Pine, Minnesota, that the following sums be budgeted for 2019 expenditure for the City of Sandstone for the following purposes:

General Fund	1,063,514
Special Revenue Funds	
Fire Protection	153,298
Debt Service Funds	
Debt Service	53,667
Wild River	50,000
Tax Abatement	49,400
Enterprise Funds	
Water Fund	258,550
Sewer Fund	359,450
Storm Sewer Fund	40,400
Capital Funds	
Capital Projects	363,826
Economic Development Fund	35,100
Total Operating Budget	2,427,205

The City Clerk is hereby instructed to transmit a certified copy of this Resolution to the County Auditor of Pine County, Minnesota.

Adopted by the City Council on September 5, 2018.

Peter Spartz, Mayor

Attest:

Kathy George, City Administrator

**CITY OF SANDSTONE
RESOLUTION 20180905-02**

**RESOLUTION ADOPTING PRELIMINARY TAX LEVY
FOR TAXES PAYABLE 2019**

BE IT RESOLVED by the City Council, City of Sandstone, County of Pine, Minnesota, that the following sums of money be levied for the current year collectable 2019 upon the taxable property in the City of Sandstone for the following purposes:

Total General Fund Levy	53,634
Capital Improvements	326,532
Wild River Levy	50,000
Debt Service Levy	53,667
Preliminary Tax Levy for Taxes Payable 2019	483,833

The City Clerk is hereby instructed to transmit a certified copy of this Resolution to the County Auditor of Pine County, Minnesota.

Adopted by the City Council on September 5, 2018.

Peter Spartz, Mayor

Attest:

Kathy George, City Administrator

**CITY OF SANDSTONE
RESOLUTION 20180905-03**

**RESOLUTION ADOPTING PRELIMINARY TAX LEVY
FOR TAXES PAYABLE 2019
SANDSTONE ECONOMIC DEVELOPMENT AUTHORITY**

BE IT RESOLVED by the City Council, City of Sandstone, County of Pine, Minnesota, as follows:

The request of the Economic Development Authority, in and for the City of Sandstone, for a special levy per Minnesota Statutes Section 469.107, the EDA levy of .01813, is hereby authorized in the estimated amount of \$9,533, to be collected in 2019 for the purposes of Minnesota Statutes Section 469.090 through 469.1082.

Preliminary Special Tax Levy for Taxes Payable 2019	\$9,533
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The City Clerk is hereby instructed to transmit a certified copy of this Resolution to the County Auditor of Pine County, Minnesota.

Adopted by the City Council on September 5, 2018.

Peter Spartz, Mayor

Attest:

Kathy George, City Administrator

**SANDSTONE CITY COUNCIL
SPECIAL MEETING
Wednesday, August 1, 2018, 5:00 p.m.**

CALL TO ORDER: 5:00 p.m.

ROLL CALL: Spartz, Palmer, Franklin, Kester

Members absent: Devlin

Staff present: Administrator George

SPECIAL ITEMS OF BUSINESS:

City Administrator 1-Year Performance Evaluation

The Council conducted a 1-year performance evaluation of the City Administrator. In preparation for the meeting, each Council Member was given a performance evaluation packet to fill out. Prior to the meeting, Mayor Spartz and Council Member Kester met to compile all of the input received from the Council Members into one performance evaluation packet. The Council met as a whole at 5:00 p.m. to discuss the overall evaluation.

The Council then met with Administrator George at 5:30 p.m. to review the evaluation. George received an overall rating of exceeds expectations. Goals were discussed for the year, to include working with the new Streets & Parks Supervisor to rate all road and make a capital improvement plan, to increase efforts to address property issues (i.e., grass), and to improve the perception of internal/external relations.

ADJOURN

The meeting was adjourned at 5:55 p.m.

Peter Spartz, Mayor

Kathy George, Administrator

Sandstone City Council Meeting Minutes
August 1, 2018

CALL TO ORDER: 6:07 p.m.

ROLL CALL: Kester, Franklin, Spartz, and Palmer

Members absent: Devlin

Staff present: Administrator George

Others present: None

PLEDGE OF ALLEGIANCE:

Council, guests and staff recite pledge of allegiance.

ADDITIONS OR CORRECTIONS TO THE AGENDA:

The following were given as additions to the Agenda:

Consent Agenda Additions:

Cemetery Deed: Armand & Katherine Charbonneau

Application for Temporary Liquor License – OSAC – September 21

Application for Temporary Liquor License – MN Climbers Association – September 15

Old & Continuing Business Additions:

River Bluff Street Reconstruction – Pay Request

Lundorff Drive Extension – Final Pay Request

Fire Department Report Additions:

Reinstate Firefighter Jeff Gaede

Resignation of George Castonguay

Motion Palmer, second Franklin to approve the Agenda with the additions. Motion carried 4-0.

PETITIONS OR COMPLAINTS BY RESIDENTS AND/OR COUNCIL MEMBERS:

Since the July Council Meeting, staff received the following complaints: a camper is making a mess past the Kettle River bridge (matter referred to Banning staff); there is an RV in someone's yard that is hooked up to electricity and possibly water with people coming and going (staff is following up); a resident has a large chicken coop structure with bright flood lights, etc. (staff is following up); resident is unsatisfied with work done by a local contractor (staff is following up with the contractor); someone is driving around town in a golf cart and is causing safety concerns (Council Member Palmer may know who to contact regarding this person).

PUBLIC HEARING / PRESENTATIONS: None

CONSENT AGENDA:

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

- **Approval of Regular City Council Meeting Minutes: July 10, 2018**
- **Application for Temporary Liquor License – Old School Arts Center – September 8**

- **Application for Temporary Liquor License – OSAC – September 21**
- **Application for Temporary Liquor License – MN Climbers Association – September 15-16**
- **Cemetery Deed: Armand & Katherine Charbonneau**

Motion carried 4-0.

OLD & CONTINUING BUSINESS:

River Bluff Street Reconstruction – Pay Request

The City received an Application for Payment No. 2 for the River Bluff Street Reconstruction project from MPJ Enterprises in the amount of \$125,980.83. SEH Engineer Greg Anderson reported that this represents 45% of the work completed and material on hand, with 5% held for retainage. The Council was also provided with an updated schedule from the contractor:

- Watermain and sanitary mains are completed.
- Week of July 30th: Finish storm sewer and start sanitary sewer and water services after the watermain passes bacteria tests.
- Week of August 6th: Finish services and complete subgrade prep for class 5 placement.
- Week of August 13th: Finish class 5 placement and install curb and driveway aprons.
- Week of August 20th: Pave bituminous base and complete behind curb restoration (driveway connections and turf).
- Week of August 27th: Pave wear bituminous.

Motion by Palmer, second by Spartz, to approve Payment No. 2 for the River Bluff Street Reconstruction project from MPJ Enterprises in the amount of \$125,980.83. Motion carried 4-0.

Lundorff Drive Extension – Final Pay Request

The City received Application for Payment No. 9 (Final) for the Lundorff Drive Extension project from RL Larson Excavating in the amount of \$109,993.93. SEH Engineer Greg Anderson reported that this represents 100% completion of the work. The 1-year warranty period will commence with the final payment. To ensure that any needed corrections are addressed during this warranty period, a final inspection of the project will be made prior to warranty expiration and the findings will be reported to the City. Also provided were the Consent of the Surety to Final Payment, Lien Waivers, and Withholding Affidavit for Contractors and Subcontractors. With this final payment, Administrator George stated that staff will be able to finalize the special assessment process on the project, submit for final reimbursement from the Federal EDA, and close out the Federal EDA grant.

Motion Kester, second Franklin, to approve Payment No. 9 (Final) for the Lundorff Drive Extension project from RL Larson Excavating in the amount of \$109,993.93. Motion carried 4-0.

NEW BUSINESS:

Midwest Properties of Sandstone, LLC – Stormwater Maintenance Agreement

The City has a Development Agreement with Midwest Properties of Sandstone regarding the Golden Horizons Assisted Living Facility. Paragraph 20 of the Agreement states:

The Developer shall be responsible for maintaining the storm water pond during the construction and after completion. The Developer shall provide the City with a stormwater maintenance agreement in a form satisfactory to the City Attorney that evidences that the Developer will continue to be responsible for maintaining the storm water pond in the future.

Staff has worked with the Developer, SEH Engineer Greg Anderson, and City Attorney Sarah Sonsalla to draft a Stormwater Maintenance Agreement. The Agreement reiterates that the Owner (the Developer) is responsible for inspection and maintenance of the stormwater facilities on the property. It also allows for the City to perform maintenance if the Owner fails to do so, at the Owner's expense.

Motion by Palmer, second by Kester, to approve the Stormwater Maintenance Agreement with Midwest Properties of Sandstone, LLC as presented. Motion carried 4-0.

City Administrator Performance Evaluation

Mayor Spartz reported that the 1-year Performance Evaluation for Administrator George was conducted prior to tonight's Council Meeting. He stated that the Council is pleased with the way the City is moving forward. He thanked George for her continued efforts.

REPORTS:

Sheriff's Deputy Report

No report was received; however, Council Members were provided with the weekly lists of calls the Sheriff's Department responded to in Sandstone during the month of July. They noted that they really appreciate getting these lists.

Fire Department

Mayor Spartz reported that the Financial Statements for the year ended December 31, 2017 for the Fire Relief Association have been submitted to the City Administrator. He stated that the Relief Association received a "clean" audit.

The City received a request from former Firefighter Jeff Gaede to be reinstated into the Sandstone Fire Department as a volunteer firefighter. Gaede retired after 10 years and left with good standing. **Motion by Franklin, second by Spartz, to reinstate Jeff Gaede as a volunteer firefighter with the Sandstone Fire Department pending receipt of all appropriate paperwork. Motion carried 4-0.**

The City received a letter of resignation from the Sandstone Fire Department from Firefighter George Castonguay effective July 15th, 2018. Castonguay has been a volunteer firefighter with the Department since June, 2002. **Motion Kester, second Franklin, to accept the resignation of Firefighter George Castonguay with appreciation for his many years of service to the Sandstone Fire Department. Motion carried 4-0.**

Library Report

Council received both the June and July reports from Librarian Jeanne Coffey. The Summer Reading Program kicked off in June with special programs taking place all month. A Lego Club was started. A Harry Potter Party was held. The Migration game was played with Naturalists from St. Croix State Park. There were 1,853 visitors and 255 questions answered during the month of June.

Summer Reading continued through July. Lego Club continued to meet. Participants made Cornhusk dolls with representatives of the Mille Lacs Indian Museum. Kids have been learning how to say

“hello” in several languages. They also identified flags from other countries. There were 1,546 visitors and 242 reference questions answered during the month of July.

Planning Commission Meeting – July 11, 2018

The Planning Commission approved an extension of time to consider a Heliport Ordinance for Essentia Health. The extension is now in place through November 25, 2018.

The Planning Commission continues to work on updating the Zoning Ordinance, discussing the Highway Business District at the July meeting. Once the Planning Commission is finished with the updates, a joint meeting will be held with the City Council to discuss the various changes. Then public hearings will be held so that community members, residents, and property owners can provide input.

Park & Rec Commission Meeting – July 13, 2018

The following updates were provided:

- The Softball Field has been named “Eagle Field”.
- Plans for National Night Out on August 7th are underway.
- The Legacy Grant application for Robinson Park has been submitted.
- The Kettle River Watershed Mural project kicks off with the community paint in the park activities August 3rd, 4th, and 5th.
- A public forum was held on July 18th to discuss the future of Angle Park.

The Park & Rec Commission received a Special Event Permit from the Minnesota Climbers Association. They plan to hold their annual Sandstone Climbers Fest on Saturday, September 15th. They estimate 150-200 attendees. They would like to camp in the park Friday and Saturday nights. The Park & Rec Commission recommends approval 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.
- The City will provide 2 port-a-potties.

Motion by Franklin, second by Palmer, to approve the Special Event Permit for the MN Climbers Club to hold the annual Sandstone Climbers Fest in Robinson Park September 14th – 15th. Motion carried 4-0.

EDA Meeting – July 25, 2018

The following updates were provided:

- Lorien Mueller, Great Lakes Management, met with the EDA regarding the Wild River Senior Apartments and Wild River Townhomes 2nd quarter 2018 financials and proposed 2019 budget.
- A Certificate of Completion for the Gateway Clinic project was approved.
- The EDA agreed to serve the 30-day notice of default in conjunction with a 90-day notice of reverter rights on Area Youth Ministry & Co. regarding the former High School building (The Rock).

- A 1-year extension of the due diligence period for Sandstone Development, LLC was approved.
- The EDA accepted a quote from LHB for an ALTA Survey for the Business Park.
- A Business Retention & Expansion Workshop will take place at the Sandstone Area Golf Course on Friday, August 17th.

Personnel Committee Meetings

The City received 7 applications for the Streets & Parks Supervisor position. The Personnel Committee met on July 19th to review the applications and determined to interview all 7 candidates. Interviews were conducted on July 30th. The Personnel Committee would like to present 3 candidates to the City Council for interviews. **The Council set a Special Council Meeting for Monday, August 20th, from 5:00 – 7:00 p.m. to conduct the interviews.** Administrator George was directed to conduct the background investigations on all three candidates so that the Council can make an informed decision after the interviews.

PeopleService Report – June 2018

Operator Craig Hiler responded to a complaint regarding taste/odor of the water at 406 Park. He flushed the system and collected a sample and found no issues with the water. Hiler responded to 2 sewer backups; one was a private line issue (414 Court), the other required him to jet the sewer main to clear a root issue (210 Court). He also responded to 2 requests for sewer repairs; one was a private service repair (1715 Hwy 23 N), the other required replacement of a 25-foot section of sewer main due to heavy root infiltration from old disconnected and unsealed service connection (333 Mallard Place).

Financial Reports

The Council reviewed the Cash Balance, Revenue & Expenditure Report for June and the A/P Clerk Claims for the month of July, 2018. **Motion Palmer, second Kester to approve the financial reports and pay claims. Motion passed 4-0.**

WRITTEN NOTICES AND COMMUNICATIONS:

The Council received a TIF Summary and Management Letter from David Drown Associates.

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

Dronen Case Update

- ❖ Alternative Dispute Resolution (ADR) mediation is to be completed by September 4th
- ❖ Pre-Trial/Settlement Conference has been set for September 26th
- ❖ Trial has been set for November 29th

Tax-Forfeited Properties

- ❖ The City now owns the properties – staff is mowing, checking that all utilities are off
- ❖ Asbestos testing will be conducted
- ❖ Fire Chief will look at each property to determine if training burns are appropriate

Election Info

- ❖ Filing Period for City Council / Mayor is July 31 – August 14 @ 5:00 p.m.
- ❖ Primary Election is August 14
- ❖ General Election is November 6
- ❖ Campaign signs can be posted from June 29 – November 16

Rental Inspection Update

- ❖ 14 inspections have been performed, starting with previously issued correction orders
- ❖ 2 properties completed the corrections & passed inspection on the 1st visit

- ❖ 2 properties have since made corrections based on re-inspection
- ❖ Contact is beginning with landlords who have not had inspections
- ❖ Landowners have been very cooperative and understanding of the program
 - ❖ *Council would like the inspector to have City of Sandstone business cards they also asked that the inspector attend a future Council Meeting.*

Small Cities Development Program Update

- ❖ 7 homeowners are proceeding with projects
- ❖ Ace Hardware – bids are out for approved work
- ❖ Phase and Sprouts are going through the inspection process

Business Retention & Expansion (BR&E) Workshop – August 17

- ❖ UofM Extension and Initiative Foundation
- ❖ Sandstone was selected to host from 18 eligible communities
- ❖ 10-20 people / business owners will be invited
- ❖ 3-5 businesses will be asked to host a “practice” BR&E Interview
- ❖ No cost to the City

East Central Regional Development Commission

- ❖ Regional Transportation Coordination Council (RTCC)
- ❖ Invited to be a member of the steering committee to establish an RTCC for Region 7E

2019 Budget Process – *The Council set a Work Session for Monday, August 20th, from 2:00 – 5:00 p.m.*

Upcoming Events

- ❖ Pine County Fair – Housing Booth: August 2nd 4:30-10:00 p.m. (Kathy);
August 3rd 4:30-10:00 p.m. (Leaha)
- ❖ Paint in the Park – August 3, 4, 5 from 10 a.m. – 6 p.m.
- ❖ National Night Out – August 7 from 6 – 8 p.m.
- ❖ Quarry Days – August 10, 11, 12

ADJOURN

Motion Franklin, second Kester to adjourn at 6:45 p.m. Motion carried 4-0.

Peter Spartz, Mayor

Kathy George, Administrator

**SANDSTONE CITY COUNCIL
SPECIAL MEETING - WORK SESSION
August 20, 2018**

CALL TO ORDER: 2:00 p.m.

ROLL CALL: Spartz, Palmer, Kester, Devlin

Members absent: Franklin

Staff present: Administrator George, Finance Director Newey

Others present: None

PLEDGE OF ALLEGIANCE:

Council and staff recited pledge of allegiance.

SPECIAL ITEMS OF BUSINESS:

2019 Budget Work Session

Council and Staff reviewed the 2019 Proposed Budget. Administrator George reviewed various proposed changes with the Council, as follows:

- Personnel expenses were increased generally by 3% across the board
- Gen Fund – Prof Svc: increase 8,000 for managed IT services
- Gen Fund – Furn & Fixtures: increase 11,000 for new computer server
- Street Dept – Training: increase 1,500 – joined 49ers Training Center
- Legal – decrease 10,000 – most legal fees are tied to specific projects/funds
- Engineer – decrease 5,000 – most engineering costs are tied to specific projects
- Law Enforcement – increase 5,892 per contract
- Rental Inspection – increase 3,500 – more active program anticipated
- Gateway Abatement – increase 18,600 as value of property comes on line
- City Hall Reserve Cash – increase 19,544 – earmarking rent income for building repairs
- Fund 323 – Bond – decrease 22,550 using fund balance for payments
- Fund 325 – Bond – decrease 16,000 using fund balance for payments
- Wild River Levy – decrease 50,000 using fund balance for bond shortfall, putting the 50,000 in Wild River reserve & replacement fund
- Fund 401 – State Aid for Roads – decrease 23,060 – hasn't been funded by the legislature
- Fund 401 – undesignated projects – decrease 29,090
- Add 80,000 for a Community Service Officer

There was some discussion about whether it makes sense to meter sewer usage. Currently, sewer bills are based on water usage; however, some people will use water to water lawns, etc., and that doesn't go through the sewer system. Some communities offer irrigation meters; however, the property owners typically do a cost-benefit analysis as there are costs involved to install separate meters. Residents can receive a credit if they fill their pools.

There was discussion about the Community Service Officer concept. George would like to pursue the possibilities in an effort for the City of Sandstone to stand out in Pine County as a safe place for residents and business owners. Council Members had mixed feelings about the concept, with many

questions about the details. Mayor Spartz and Council Member Devlin agreed to meet with George to further explore the idea.

Overall, the proposed 2019 Levy would increase 2.01%. Tax Capacity for the City is projected to increase about \$60,000. Therefore, a 2.01% levy increase results in a reduction of 6.8524% of the City tax rate, which would be 77.3315%.

The Preliminary Budget and Levy will be presented and adopted at the September 5th Council Meeting.

ADJOURN

Motion Kester, second Palmer to adjourn at 4:30 p.m. Motion carried 4-0.

Peter Spartz, Mayor

Kathy George, City Administrator

**SANDSTONE CITY COUNCIL
SPECIAL MEETING - INTERVIEWS
August 20, 2018**

CALL TO ORDER: 5:00 p.m.

ROLL CALL: Spartz, Palmer, Kester, Devlin, Franklin (arrived at 6:30)

Members absent: None

Staff present: Administrator George

Others present: None

PLEDGE OF ALLEGIANCE:

Council and staff recited pledge of allegiance.

SPECIAL ITEMS OF BUSINESS:

Streets & Parks Supervisor Interviews

The purpose of the Special Council Meeting was to conduct interviews for the Streets & Parks Supervisor position. The City received seven applications for the position. Previously, the Personnel Committee conducted interviews with all seven candidates. Three finalists were presented to the City Council for interviews and selection. Reference checks were conducted on all three candidates prior to tonight's interviews.

Interviews were conducted in the following order: Nicholas Frisch, Craige Hiler, and Paxton Lind. After the interviews were completed, the Council discussed each candidate. After discussion, **motion by Palmer, second by Spartz, to offer the position to Craige Hiler. Mayor Spartz called for a vote on the motion. Spartz, Palmer, Franklin, Devlin, aye; Kester, nay. Motion passed 4-1.**

ADJOURN

Motion Palmer, second Devlin to adjourn at 7:00 p.m. Motion carried 5-0.

Peter Spartz, Mayor

Kathy George, City Administrator

CITY CEMETERY DEED

KNOW ALL MEN BY THESE PRESENTS, that the City of Sandstone in the
County of Pine and State of Minnesota

in consideration of the sum of **Four Hundred Fifty and 0/100th** Dollars,

duly received, does hereby Grant, Bargain, Sell and Convey unto

James Vanderwerf

heirs and assigns, forever, the following described piece of land as and for a place for the
burial of the dead to-wit:

**4 feet N of Lot 32 Section F, 1st Addition
(Above ground monuments are allowed)**

Spring Park Cemetery, situate on City of Sandstone, in the County of Pine and State of
Minnesota, according to the plat of said Cemetery on file in the office of the City
Clerk/Treasurer of said City in said County.

TO HAVE AND TO HOLD THE SAME, subject to all the laws of this state, now
or hereinafter enacted for the management and regulation of Cemeteries in Cities, and
also subject to all Rules and Ordinances of the said City, now or hereafter made, for the
regulation of the affairs of the same, or any part thereof.

IT IS HEREBY COVENANTED, that said hereby granted premises are free from
all encumbrances, and that the title now conveyed is in fee simple, and that said City will
warrant and defend the same to said grantee, their heirs and assigns forever.

IN TESTIMONY WHEREOF, the said City has caused these presents to be
executed in its name by its Mayor and Clerk/Treasurer of the City Council and its
corporate seal to be hereunto affixed on this date: September 5, 2018.

City of Sandstone

By: _____

Mayor

and _____

Clerk/Treasurer

(Seal)

STATE OF MINNESOTA

County of Pine

City of Sandstone

On this date, September 5, A.D. 2018, before me, a Notary Public, within and for
said County, personally appeared

CITY OF SANDSTONE
Memorandum

TO: Mayor and City Council
FROM: Kathy George, City Administrator
DATE: September 5, 2018
SUBJECT: Old School Arts Center (OSAC) Temporary Liquor License

BACKGROUND: Fran Levings contacted staff on August 20th, stating that she will submit an application for a Temporary Liquor License for a concert hosted by OSAC on October 19th. Fran will provide the forms on Wednesday, September 5th.

ATTACHMENT(S) None

STAFF RECOMMENDATION Review and approve pending receipt of all required documents and fees

CITY OF SANDSTONE
Memorandum

TO: Mayor and City Council
FROM: Kathy George, City Administrator
DATE: September 5, 2018
SUBJECT: American Legion Post 151 – Use, Consumption & Display of Beer in Train Park

BACKGROUND: Bill Morgan, Post 151 Adjutant, contacted the City about an upcoming annual membership gathering they are planning to hold in Train Park on September 15th. Some members would like to bring beer for personal use.

City Code 815.13 does allow the City Council to issue a permit for use, consumption, and display of liquor and beer in a park. The American Legion Post 151 meets the requirements for the permit as stated in City Code.

ATTACHMENT(S) None

STAFF RECOMMENDATION Review and approve pending receipt of all required documents

CITY OF SANDSTONE
Memorandum

TO: Mayor and City Council
FROM: Kathy George, City Administrator
DATE: September 5, 2018
SUBJECT: Rental Building Appeals Board

BACKGROUND: City Code 440 – Rental Housing Inspection and Licensing – provides for a Building Appeals Board:

440.21. Building Appeals Board. The city council will establish and appoint a five-member Building Appeals Board to hear appeals of residential rental property license denials, suspensions, revocations and other grievances brought by licensees. If possible, the membership of the Board shall consist of at least one tenant and one landlord.

Thomas Landowski (currently a tenant at the Wild River Townhomes) and Mary Thorvig (currently a landlord) have expressed interest in serving on the Building Appeals Board.

ATTACHMENT(S) None

STAFF RECOMMENDATION Appoint Thomas Landowski and Mary Thorvig to the Building Appeals Board

RECEIVED JUN 22 2018

June 18, 2018

(320) 632-9255
405 First Street SE
Little Falls, MN 56345



ifound.org

Kathy George
Sandstone City Administrator
PO Box 641
Sandstone, MN 55072-0641

Dear Mayor Spartz, City Council and Ms. George,

Your partnership has proven to be a vital part of our ability to stimulate business growth, create and maintain quality jobs and ensure a climate for economic success. Together, we have provided favorable opportunities to advance community and economic health. We appreciate your past investment and request continued support in 2019.

For 32 years the Initiative Foundation has focused on building strong local economies and vibrant communities. In Pine County, we have contributed a total of \$1,311,893 in grants to support nonprofit organizations and local government projects, as well as \$1,980,090 in business loans to secure 573 quality jobs. Our grant-making, lending and community development activities are designed to make Central Minnesota a destination of choice to live, work, and play.

Our 2019 strategic priorities continue to include efforts to support and grow existing for profit and nonprofit businesses, and assist entrepreneurs with the start-up of new businesses and social enterprises. The enclosed Strategic Framework provides additional detail. Please contact us if you have any questions or to request a presentation at an upcoming council meeting.

We respectfully request that you consider allocating \$1,590 to the Initiative Foundation in your 2019 Budget.

This appropriation is essential to our ability to provide a climate for economic success in our region. An Initiative Foundation contribution has historically earned a substantial return on investment. For every dollar we raise locally, we are able to send an average of \$4.52 out to the communities we serve in grants, loans and scholarships.

After your budget for 2019 is finalized, please let us know your decision by signing and returning the enclosed confirmation form.

Thank you for your consideration.

All the best,

A handwritten signature in blue ink that reads 'Matt'.

Matt Varilek
President

A handwritten signature in blue ink that reads 'Carrie'.

Carrie Tripp
Vice President for External Relations

Enclosures

CITY OF SANDSTONE
P.O. Box 641, ♦ 119 Fourth Street
Sandstone, Minnesota 55072
Telephone (320) 245-5241 ♦ FAX (320) 245-5502

Memorandum

TO: City Council
FROM: Alana Tyson, Deputy Clerk
DATE: August 30, 2018
SUBJECT: City Election Candidates

The following people submitted Affidavits of Candidacy and will appear on November election ballots:

Mayor: Peter Spartz

Councilmember (2-Year): Valerie Palmer

Councilmember (4-Year): Brandon Devlin
Oliver Dykstra
Tim Franklin
Tom Landowski

CITY OF SANDSTONE
Memorandum

TO: City Council
FROM: Kathy George, City Administrator
DATE: September 5, 2018
SUBJECT: Security Cameras

BACKGROUND: Previously, the City Council received a presentation and quote from Sam Seibert, Cybert PC, to install 13 cameras in town, which requires 10 relay locations as well. Seibert quoted the work at a total cost of \$27,329.15.

Minnesota Power had been asked for permission to place the cameras and relay equipment on their existing poles. They denied the request and stated that the City could pay Minnesota Power to install new poles and bring power to each pole and then the ownership of the poles would be turned over to the City.

Minnesota Power provided a rough estimate of \$2,000 - \$5,000 per site location. With 23 site locations (13 cameras and 10 relay sites), the cost for the poles ranges from \$46,000 to \$115,000. Adding in \$30,000 for Cybert PC (rounded numbers), the total project cost ranges from \$76,000 to \$145,000.

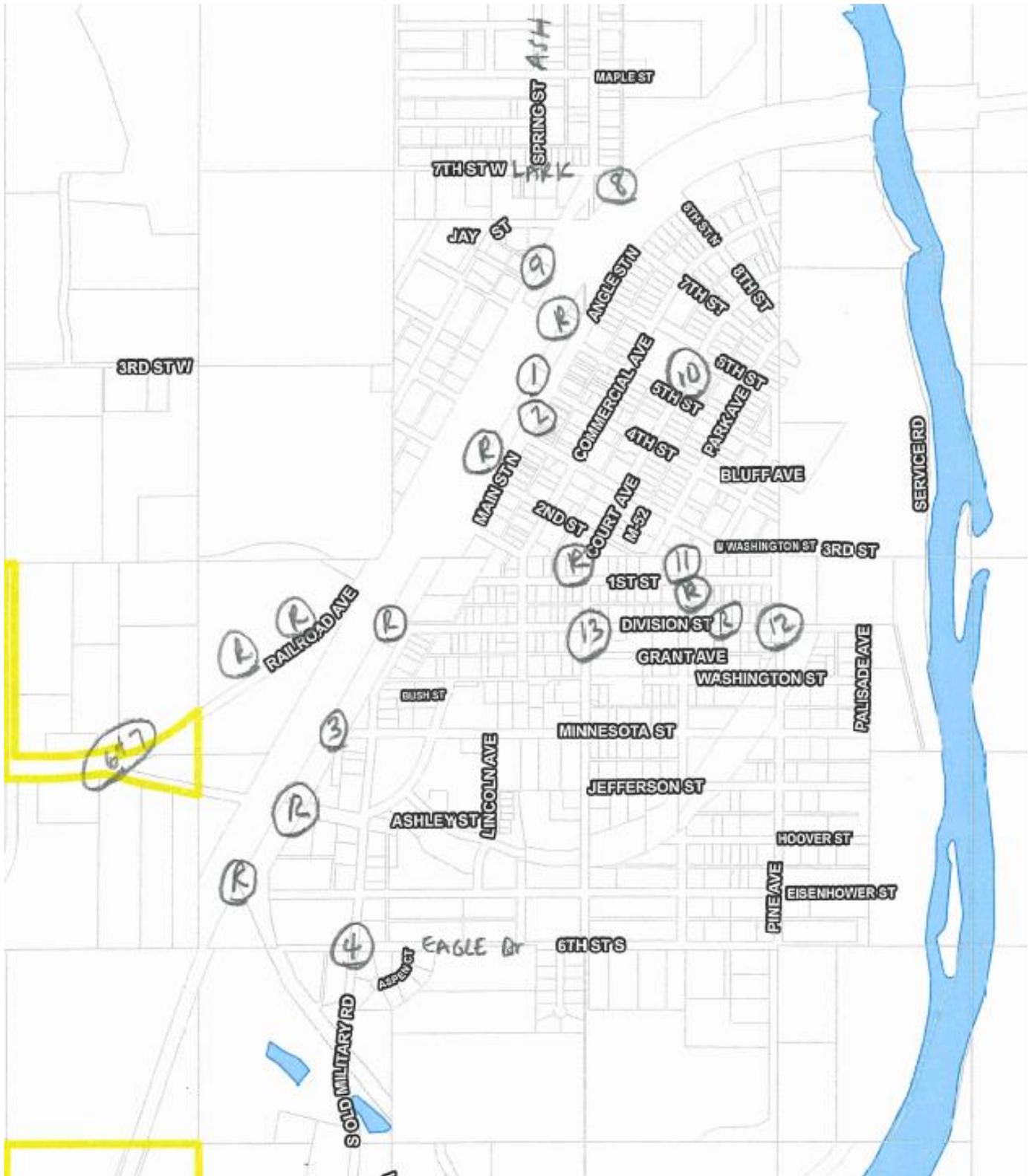
ATTACHMENT(S): Map of Project Area

STAFF

RECOMMENDATION: Review and discuss; provide direction

ACTION REQUIRED: Motion _____, second _____

Approved _____ Denied _____ Other _____





Building a Better World
for All of Us®

August 30, 2018

RE: City of Sandstone, Minnesota
River Bluff Street Reconstruction
SEH No. SANST 143708 14.00

Ms. Kathy George
City Administrator
City of Sandstone
119 4th St.
PO Box 641
Sandstone, MN 55072

Dear Kathy:

The River Bluff Street Reconstruction project is near the contract completion dates. The project contract calls for the substantial completion to be done by August 31, 2018 and final completion by September 15, 2018. MPJ Enterprises (MPJ) originally planned to pave bituminous by the end of July. Due to their lack of work progress and some weather occurrences, paving did not get completed in July.

With the delay in the work schedule, the subcontractor originally scheduled to do the paving is no longer available. MPJ has contacted a second subcontractor to complete the paving. The new subcontractor comes with a couple of challenges. The first challenge is in the type of oil they use in their mix, the specification calls for C oil and they use B oil. The second challenge with this new subcontractor is the soonest they will be available is the second week of September. This will cause the project to go over both the substantial completion and final completion dates.

Change in oil from C to B

On previous projects we have used B oil without issues. C oil has been found to be more resilient to cracking as it is a better grade of oil, but more expensive than B oil. We decided to use C oil on this project with hopes of extending the pavement life and fewer cracks. B oil is perfectly acceptable, but it should come at a price deduct. We would recommend proceeding with the B oil at the \$6.00 per ton price deduct.

Contract Times

Starting September 1, 2018 the project will not be substantially complete. Per the contract the City can assess liquidated damages of \$1,500 per day until substantial completion is met. For this project substantial completion is curb installed, the first lift of bituminous placed, and restoration complete.

We would recommend sending MPJ a letter notifying them of the potential liquidated damages and requesting an updated schedule for project completion.

Inspection Services

MPJ's original schedule had the project completed by early August. Due to their slow progress and issues during their work, extra on-site inspection presence was required. The SEH budget today is already over by \$13,700; and for completion, another \$5,500 will be required.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 3535 Vadnais Center Drive, St. Paul, MN 55110-5196
SEH is 100% employee-owned | sehinc.com | 651.490.2000 | 800.325.2055 | 888.908.8166 fax

Ms. Kathy George
August 30, 2018
Page 2

Summary

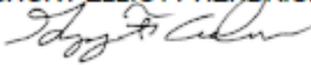
Changes are to be expected during construction due to weather, soil issues, unknown existing conditions, etc.

While it's everyone's goal to complete the project on-time, unexpected conditions can impact project completion. The contract is clear in the City's recourse when the completion dates are not met. I would recommend the City accept the change to B oil with the \$6.00 per ton price deduct and issue MPJ a letter notifying them of the City's intent to enforce the project completion dates and associated penalties.

We also request approval of an increase in our contract of \$19,200 to assist the City in the completion of the project.

Sincerely,

SHORT ELLIOTT HENBRICKSON INC.



Greg Anderson, PE
City Engineer

ah

c: Steve Rose, SEH

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CITY OF SANDSTONE
Memorandum

TO: City Council
FROM: Kathy George, City Administrator
DATE: September 5, 2018
SUBJECT: Essentia Health Sandstone – Temporary Job Trailer

BACKGROUND: David Fornengo contacted the City about the possibility of locating a temporary job trailer on the Fire Hall department property for the purpose of housing ambulance personnel. Currently, Essentia has a Lease Agreement with the City for 1 ½ stalls in the Fire Hall, which they use to store the ambulance. The monthly lease is \$250 plus utilities of \$100, for a total of \$350/month.

Essentia is in the process of constructing a new ambulance garage along with sleeping quarters and office space that will accommodate their needs in the future; however, the new building will not be ready for some time.

Essentia has been leasing space from Sandstone Health Care Center to use as sleeping quarters for ambulance personnel. Sandstone Health Care Center is pursuing options for their building and the ambulance personnel will no longer be able to stay there.

The Fire Hall location is desired because that is where the ambulance is currently being stored. Essentia would like to place a job trailer on the south side of the Fire Hall from November 1, 2018 through April 30, 2019.

ATTACHMENT(S): Map of Fire Hall parcel showing proposed location
Information on the Temporary Job Trailer

STAFF RECOMMENDATION:

- Review and discuss
- Approve or deny request
- If approved, discuss appropriate lease fee
- Other considerations

ACTION REQUIRED: Motion _____, second _____

Approved _____ Denied _____ Other _____

Essentia Health Sandstone Proposed Ambulance base
Location on parcel 450140002.



Proposed office trailer for temporary Ambulance Operations.



MODEL 1050



10x50 Mobile Office Trailer

Frame/Floor

2 Axles w/brakes
2x6 floor construction
1/8" vinyl coated tile
R-11 Kraft insulation
4" vinyl cove base

Roof

1/2" prefinished gypsum
R-11 insulation

Electrical/Heating

100 amp service
8 - 4' TT fluorescent lights
9 - receptacles
10KW electric heat
2 ton HVAC unit

Trim/Cabinets

2 - 8x30" built-in desks
2 drawer file cabinet
2 pencil drawers
2 - 12" overhead wire shelves
36x60 fold-down drafting table

Sidewall/Partition

7' ceiling height
2x4 Sidewall construction
R-11 Kraft insulation
1/4" woodgrain paneling
5/16" vinyl gypsum

Exterior

Aluminum siding & trim
7- windows
2 - 36x80 exterior doors

2018 Regional Meetings

REGISTER TODAY! (*Link to: <https://mylmc.lmc.org/ebusiness/ProductCatalog/Product.aspx?ID=2910>*)

Here in Minnesota, our cities are proud of the things that make them unique. Yet communities across the state are also grappling with many of the same challenges.

How can we work together to help solve our shared issues and strengthen connections among cities?

Join other local officials and League staff in a city near you at the 2018 Regional Meetings to explore some ideas!

This fall, you will:

Learn about a collaborative project that is making an impact in your region

Explore how cities in your area can partner on challenging issues, and ways the League might support this work

Hear from LMC's Intergovernmental Relations staff about the 2019 city legislative policies, the upcoming session, and what you can do to advocate for city priorities

Find out new ways the League is engaging with member cities, and how we're helping connect members to share ideas and resources

Identify strategies for diffusing conflict and collaborating more effectively with others, both in *and* out of city hall

Network—formally and informally—with city officials from your region

—**Agenda** (*Link to: <http://www.lmc.org/page/1/Agenda.jsp>*)

—**Fee:** \$45 per person

—Dates/Locations:

Oct. 3—Fergus Falls

Bigwood Event Center

925 Western Ave. (view map) (*Link to: <https://goo.gl/maps/r7dDNZKZTD62>*)

Fergus Falls, MN 56537

Oct. 4—St. Cloud

Courtyard by Marriott

404 W. St. Germain Street (view map) (*Link to: <https://goo.gl/maps/uzM47pJxpV12>*)

St. Cloud, MN 56301

Oct. 10—Mountain Iron

Mountain Iron Community Center

8586 Enterprise Dr. S. (view map) (*Link to: <https://goo.gl/maps/CeEthA7MFt82>*)

Mountain Iron, MN 55768

Oct. 11—Baxter

Arrowwood Lodge at Brainerd Lakes

6967 Lake Forest Rd. (view map) (*Link to: <https://goo.gl/maps/QurbfDiJAMK2>*)

Baxter, MN 56425

Oct. 17—Bemidji

Sanford Center

1111 Event Center Dr. NE (view map) (*Link to: <https://goo.gl/maps/x2wspjoy61P2>*)
Bemidji, MN 56601

Oct. 24—Marshall

Marshall Golf Club
800 Country Club Dr. (view map) (*Link to: <https://goo.gl/maps/pjAnLcj9Tnz>*)
Marshall, MN 56258

Oct. 25—Mankato

Country Inn & Suites Mankato
1900 Premier Dr. (view map) (*Link to: <https://goo.gl/maps/qCFXTBZjFZ62>*)
Mankato, MN 56001

Oct. 30—Rochester

Canadian Honker Events at Apache
1517 16th St. SW (view map) (*Link to: <https://goo.gl/maps/ZTgsgqAF9Zx>*)
Rochester, MN 55902

Nov. 29—Golden Valley

Brookview Golden Valley
316 Brookview Pkwy. S. (view map) (*Link to: <https://goo.gl/maps/kdVRKqTtMXC2>*)
Golden Valley, MN 55426
Stay tuned for details on the Metro Meeting!

Your LMC Resource

Contact Kate Brenna

Training & Conferences Administrative Assistant
(651) 281-1249 or (800) 925-1122
kbrenna@lmc.org (*Link to: <mailto:kbrenna@lmc.org>*)

EMPLOYEE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of June, 2017 between the City of Sandstone (the City), and Kathy George.

BACKGROUND FACTS

- A. The City wishes to employ the services of Kathy George as City Administrator of the City of Sandstone, MN.
- B. The City and Ms. George desire to provide for certain procedures, benefits and requirements regarding the employment of Ms. George by the City.
- C. Ms. George wishes to accept employment as City Administrator of Sandstone, under the terms and conditions of this agreement.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

1. Duties: City agrees to employ Ms. George as the City Administrator of the City of Sandstone to perform all duties as specified by law and ordinance and perform such other proper duties as assigned by the City Council.
- ~~2.~~ Compensation: The compensation of Ms. George as City Administrator shall be established at an annual rate of 76,000 commencing August 1, 2017. Ms. George will receive a performance evaluation during the months of January and July, 2018. Then annually during the month of July thereafter. An adjustment in wages for Ms. George shall be considered up to the amount of ~~up to~~ \$78,250 after her first review (January, 2018) and \$80,500 ~~(+COLA adjustment given other employees)~~ after her second review (July, 2018), provided satisfactory performance evaluations are received by Ms. George from the City Council. A Cost of Living Adjustment (COLA) will be applied to the Administrator's salary effective August 1, 2018, and each August thereafter. The COLA will be determined by the Consumer Price Index, All Items, for the previous 12-month period. Additional future salary adjustments above \$80,500 (+COLA adjustment given other employees) will be granted at the same time as for other management employees and are subject to Council approval and a satisfactory performance evaluation. may be negotiated between the Administrator and the City Council.
- ~~3-2.~~
- ~~4-3.~~ Terms and Conditions: Ms. George will serve at the will of the Council and may be terminated with or without cause at any time. Any of the following will constitute termination with cause and would result in no severance:
 - a. Willful neglect of duty.
 - b. Gross inefficiency or incompetence in office that is not corrected after a reasonable written notice.
 - c. Malfeasance in office.

Should the City terminate the employment of Ms. George, without cause, Ms. George will receive six months' severance pay and benefits.

If Ms. George decides to terminate employment, Ms. George will provide the City a minimum of 30 days' notice of her intent to terminate.

6-4. Minnesota Public Employees Retirement System: City will contribute the amounts required by State Law. Ms. George will have the option of choosing that the City amount go to ICMA instead.

6-5. Medical Insurance Coverage and other Employee Benefits: Ms. George will be provided Medical Insurance Coverage and other Employee Benefits at the same rate as other full-time City Employees.

7-6. Vacation, Holidays, and Sick Leave:

- a. Ms. George will be granted 40 hours of banked vacation time upon employment and shall earn vacation at the rate of a fifteen (15) year employee at the start of employment. Future increases in vacation accrual will follow the normal employee accrual rates with Ms. George starting at year 15.
- b. Ms. George will be granted the same number of holidays as other full-time City employees.
- c. Ms. George will be granted ten (10) days of banked sick leave upon employment and shall earn additional sick leave at the rate other full-time employees earn sick leave until the maximum amount allowed is reached. All other provisions of the sick leave policy will apply to Ms. George.

8-7. Hours of Work: It is understood that the position of City Administrator requires attendance at evening meetings and occasionally at weekend meetings. It is understood by Ms. George that additional compensation and compensatory time shall not be allowed for additional expenditures of time. It is further understood that Ms. George may absent herself from the office to a reasonable extent in consideration of extraordinary time expenditures for evening and weekend meetings at other than normal working hours. Ms. George may also work from home if inclement weather were to make driving conditions dangerous.

9-8. Business Expenses: City will reimburse Ms. George for all reasonable employment related expenses including, but not limited to, meals, civic club memberships, mileage for her vehicle use to and from business meetings, and subscriptions.

10-9. Phone: The City will provide Ms. George with a mobile phone.

11-10. Dues, Subscriptions, and Continuing Education: The City shall budget and provide for the professional dues and subscriptions for the City Administrator which are deemed reasonable and necessary for the City Administrator's participation in national, regional, state and local associations necessary and desirable for the City Administrator's continued professional participation, growth and advancement. This shall include but not be limited to the International City/County Management Association (ICMA), Minnesota City/County Management (MCMA) and League of Minnesota Cities. All activities included in this section shall be budgeted for annually and are subject to Council approval.

~~42-11.~~ Professional Development: The City shall budget and pay up to the amount budgeted, necessary and reasonable for registration, travel and subsistence expenses of the City Administrator for professional and official travel, meetings and occasions adequate to continue the professional development of the City Administrator to adequately pursue necessary official and other committees thereof which the City Administrator serves as a member. The City Administrator shall use good judgment ~~in~~ ^{on} her outside activities so she will not neglect her primary duties to the City. Professional development events include ~~but are not limited to~~ periodic annual ICMA and MCMA Conferences, EDAM (Economic Development Association of Minnesota) and League of Minnesota Cities events.

~~42-12.~~ Indemnification: In addition to that which is required under state and local law, the City shall defend, save harmless and indemnify Ms. George against any tort, other than any intentional torts, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Ms. George's duties as City Administrator. The City will compromise and settle any such claims or suit and pay the amount of any settlement of judgment thereon.

~~44-13.~~ Bonding: The City shall bear the full cost of any fidelity or other bonds required of the Employee under law or ordinance.

~~46-14.~~ General Conditions of Employment: In addition to the benefits cited herein, the City shall provide Ms. George with all benefits that apply to any other full-time employee.

~~48-15.~~ Binding Effect: This agreement shall be binding of the City and Ms. George and the successor's assigns, and heirs of each respectively.

This agreement is now being executed by the parties as of the date stated at the beginning of this agreement.

City of Sandstone, MN

By _____
Mayor

ATTEST:

City Clerk

By _____
Kathy George, City Administrator