

**SANDSTONE CITY COUNCIL**  
**WEDNESDAY – OCTOBER 18, 2017**  
**6:00 P.M.**  
**AGENDA**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Additions or Corrections to the Agenda
5. Special Items of Business
6. Petitions or Complaints by Residents and/or Council members  
*(Comments from Visitors must be informational in nature and not exceed (5) minutes per person. The City Council generally will not engage in a discussion or debate in those five minutes but will take the information and find answers if that is appropriate. It is unacceptable for any speaker to slander or engage in character assassination at a public City Council meeting.)*
7. Public Hearing: None
8. Consent Agenda:
  - A. Approval of Meeting Minutes:
    1. October 4, 2017 – Regular Council Meeting (pgs. 3-6)
9. Old & Continuing Business
  - A. Fire Hall Parking Lot (pgs. 7-9)
  - B. Memorandum of Understanding – Midwest Properties of Sandstone, LLC (pgs. 10-12)
10. New Business:
  - A. Cleaning Services Agreement (pgs. 13-17)
  - B. Right-of-Way Ordinance Amendment (pgs. 18-37)
  - C. Landscaping Quotes – Water Treatment Plant (pgs. 38-40)
  - D. Fire Department Radios/Charging Station (pgs. 41-42)
11. Reports
  - A. Planning Commission – October 11<sup>th</sup> Meeting (pgs. 43-44)
    1. Joint Meeting with City Council: November 8, 2017 at 6:00 p.m.
  - B. Park & Rec Commission – October 13<sup>th</sup> Meeting (pgs. 45-48)
    1. Lions Hill Rink Quote (pg. 49)
    2. Appoint Tony Vavricka to Park & Rec Commission
    3. 2018 Proposed Budget
  - C. Council Work Session Follow Up – October 17<sup>th</sup> Meeting
  - D. EDA – October 18<sup>th</sup> Meeting
  - C. Financial Reports
    1. Cash Balance, Revenue & Expenditure Report – September, 2017 (pg. 50)
    2. Vendor Approval Summary Report – October 4, 2017 (Paid Claims) (pg. 51)
    3. A/P Clerk Claims – October 5 through October 18 2017 (Unpaid Claims) (pgs. 52-57)
12. Written Notices and Communications
13. Administrator's Report
14. Adjourn

## **UPCOMING MEETINGS:**

October 17	9:00 a.m. – City Council Work Session
October 17	6:00 p.m. – Local Government Administrators
October 18	9:30 a.m. – Greater MN Parks & Trails Annual Meeting
October 18	5:30 p.m. – EDA
October 18	6:00 p.m. – City Council
October 20	5:00 p.m. – Friends of the Library Silent Auction
October 23	9:00 p.m. – Sandstone Fire Relief Association
October 24	6:00 p.m. – Local Government Officials Meeting
October 24	6:30 p.m. – Hospital District
October 25	10:00 a.m. – NLX
October 26	10:00 a.m. – 4:30 p.m. – LMC Regional Meeting – Virginia
October 27	10:00 a.m. – GPS 45:93
October 28	9:00 a.m. - Robinson Park Clean Up Day
October 31	CHAMBER HALLOWEEN PARTY – FIRE HALL
November 1	Rick Nolan at City Hall
November 1	5:30 p.m. – EDA (if needed)
November 1	6:00 p.m. – City Council
November 2	10:30 a.m. – East Central Housing Organization (ECHO)
November 2	7:00 p.m. – Sandstone Township Meeting
November 8	12:00 p.m. – Chamber Meeting
November 8	6:00 p.m. – Joint Meeting with Planning Commission
November 8	7:00 p.m. – Planning Commission
November 9	8:00 a.m. – Park & Rec Commission @ Sprouts

**Sandstone City Council Meeting Minutes**  
**October 4, 2017**

**CALL TO ORDER:** 6:00 p.m.

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

Members absent: none

Staff present: Administrator George and Recording Secretary Nelson

Others present: Jessica Reed

**PLEDGE OF ALLEGIANCE:**

Council, guests and staff recited pledge of allegiance.

**ADDITIONS OR CORRECTIONS TO THE AGENDA**

Motion Devlin, second Franklin to approve the agenda with the addition of 10D old pipe and valve removal in treatment plant & 10E setting a work session date. Motion carried 5-0.

**SPECIAL ITEMS OF BUSINESS:** none

**PETITIONS OR COMPLAINTS BY RESIDENTS AND/OR COUNCIL MEMBERS:**

One council member noticed that the decorative lights on Main Street were off last night. It would be advisable to acquire the bulbs as soon as possible to facilitate the security cameras being useful. The staff will be looking into the process of what's involved in setting a speed limit on Lundorff Drive. It, as well as the bridge, was designed to be a 30 mph road. There was a suspicious person around town that stopped at one of the council member's home. The sheriff's department was dispatched quickly and was very much appreciated. There has been a gentleman running a bobcat for excavation purposes without utility flags evident. The question was raised as to the necessity of a building permit and clear property line indication. The administrator offered to investigate the building permit and help in any way she can.

**PUBLIC HEARING:** none

**CONSENT AGENDA:**

Motion Franklin, second Palmer to accept the September 20, 2017 Regular Council meeting minutes. Motion carried 5-0.

**OLD & CONTINUING BUSINESS:**

SCDP – Environmental Review

An Environmental Review is required as part of the Small Cities Development Program as the disbursement of funds will not occur until the State has issued an environmental clearance. Nicole Klosner, Lakes & Pines, has worked on the document which was received by the City today.

Motion Palmer, second Franklin to approve reviewing and signing the documents. Motion carried 4-1 with Devlin dissenting.

Sandstone History Center Building Assessment – Steve Brown

In October 2016, the City contracted with LHB to conduct an assessment of the building located at 402 Main Street, currently occupied by the Sandstone History Center. Steve Brown had agreed to pay \$2,000 of the \$5,400 total expense. A letter was received from the gentleman indicating that he was not

satisfied with the effort that the community had put forth in developing the property. Several attempts have been made to contact Steve Brown via email and phone to collect the promised \$2,000 amount, with no response.

Motion Franklin, second Spartz to approve continuing the effort to collect the agreed upon funds from Steve Brown. Motion carried 4-1 with Devlin dissenting.

Motion Spartz, second Devlin to have the Mayor speak to Cheri Holm from the flower shop and try to acquire additional contact information for Mr. Brown. Motion carried 5-0. Mr. Brown should also be updated on the current efforts of the History Center volunteers.

## **NEW BUSINESS:**

### Fire Hall Parking Lot & Drainage

The City received 2 quotes from MPJ Enterprises for work at the Fire Hall. One was for work to address drainage and moisture issues on the west side of the building. The other was for building a parking lot on the north side of the building. It was not clear as to the exact purpose of the parking lot and where precisely it was to be built.

Motion Palmer, second Franklin to approve the first bid for the work on the west side of the building including a sewer blanket, for the total amount of \$2,800. Motion carried 5-0.

Motion Devlin, second Spartz to table the discussion regarding the parking lot until more information can be acquired. Motion carried 5-0.

### Roofing Quotes

People's Service received quotes for roofing work on the Water Treatment buildings from Miller's Roofing & Siding. Craige Hiler of People's Service has been unsuccessful in acquiring a second quote although several companies have been contacted and made site visits.

Motion Franklin, second Devlin to approve the three quotes from Miller's Roofing & Siding to do the roofing work on the Water Treatment buildings, for the total amount of \$12,865. Motion carried 5-0.

### Generator Quotes

The purchase of a backup generator for the Quarry Place lift station was approved by the Council at the May 18, 2016 meeting. The quotes that were received and approved did not include all that was required for successful installation and operation of the generator. Rather than pursue additional quotes for the missing work, it was decided to get new quotes that would include everything necessary. Two new quotes were received.

Motion Franklin, second Palmer to approve for purchase and installation of a 30KW generator from Midwest Electrical and Generator for the Quarry Place lift station, for the amount of \$23,572. Motion carried 5-0.

Motion Spartz, second Devlin to approve the expense of \$925.00 for removing pipes and unused lines at the Water Treatment Plant. Motion carried 5-0.

### Work Session

The council agreed to set a work session for Tuesday, October 17 at 9 a.m. Topics include assessment policy, expectations for the sheriff's deputy, the council's expectations of the administrator, library, history center and the Pine Center Historical Society.

## **REPORTS:**

### Library

The administrator asked Jeanne Coffey, Branch Librarian, to submit a monthly report to outline the activity they receive. She went over the September report with the council. In August, there were a total of 1,943 visits to the Library. September saw 1,452 visitors as of September 26<sup>th</sup>. Library staff respond to 300-400 questions each month as well.

Motion Delvin, second Franklin to approve the library and vendor reports. Motion carried 5-0.

Motion Palmer, second Devlin to A/P Clerk Claims for the total amount of \$40,662.49. Motion carried 5-0.

**WRITTEN NOTICES AND COMMUNICATIONS:** none

## **ADMINISTRATOR'S REPORT:**

Payment Box Break-In – this happened Monday evening along with the post office letter drop box. The security cameras are being repositioned. The administrator would like to invest in a drop box being built into the building to make it more secure. The administrator will investigate the cost and details in having one built. The council discussed putting up more cameras downtown and the administrator has a call into Cypert PC to investigate that possibility.

Assist Property Owner – The trees have been removed for \$1,000 and the estimate to repair the water lines has been received - \$3,900 - \$4,300.

Dynamic Speed Display Signs – the application to MnDOT has been sent in. When the City receives approval, the signs will be ordered and installed.

2018 City Tax Rate Breakdown – The council members received a breakdown of the 2018 Estimated Market Value and Tax Capacity of the City of Sandstone which the administrator expounded upon.

Lundorff Drive Warning Signs – There is only one small warning sign on the new bridge. The administrator has ordered several warning signs and posts.

One of the council members brought up the difficulty that occurred last year with the snow plowing. Non paved roads did not receive the same attention that the paved ones did. Another mentioned that after the manholes were removed and replaced on Lundorff Drive, they were not straight (the lines do not match).

Tax Forfeited Parcel – The City's attorney drafted a letter stating that the City is interested in purchasing the .75-acre property. The administrator will attend the township meeting November 2 to discuss possible annexation of this and 3 other similar parcels.

Former Milk Drying Plant Property – The administrator got in touch with the county to ask them to put it up for auction. The City had waived the assessment for the demolition of the building.

City Hall/Library Leaking – The roof is leaking and the administrator is trying to get ASI (who did the roof) to come and inspect.

Heliport Ordinance – The hospital would like the city to adopt a Heliport Ordinance which will entail attorney costs. The Planning Commission will hold the required public hearing at their November meeting. MnDOT states that the City is not obligated to adopt a heliport ordinance. In the meantime, the council is not happy with the former heliport area at the old hospital as it is unsightly. A load of dirt was dumped on the asphalt and is now covered in weeds.

North Pine Area Hospital District – The administrator went to the Sept 26<sup>th</sup> meeting and brought back documentation for the council. Thrifty White and Gateway moved out to the Industrial Park this week.

ECRDC Regional Financial Summit – The administrator attended the September 27<sup>th</sup> Meeting. The goal was to get the business owners to attend, which was not fully met. The administration is considering meeting with the Sandstone business owners where the City could give a synopsis to attendees attending and continue to build relationships with them.

Northern Lights Express (NLX) – The administrator attended the September 27<sup>th</sup> meeting. The process is receiving support from Representative Nolan's office. They are working on a TIGER grant to make improvements to 16 rural stops. Hennepin County announced that they are pulling their support from the alliance.

DEED – Onsite Monitoring of Grantee Performance – A DEED representative was at the City offices on October 3<sup>rd</sup> and looked over the financials involving the Lunderff project. All paperwork is in order regarding the \$200,000 grant the City received.

Pine County Local Government Officials – There is a meeting on October 24<sup>th</sup>; the council is invited and needs to RSVP.

Comprehensive Plan Update – The public hearing with the planning commission has taken place and the City received some good feedback. The consultants are working on the final revisions. The next step might be to hold a joint meeting with the planning commission and the city council. The council discussed their schedule.

Northspan Group – October 4<sup>th</sup> – The administrator met with the representatives to discuss marketing. The EDA has been more active in the past and is currently missing one member. It would be good to recruit someone in the banking business which might entail changing the meeting times. The administrator suggested the EDA have a regular meeting time once a month, separate from the council meetings.

The forth Wednesday at 6 pm may work. The EDA will have a regular meeting on October 17<sup>th</sup> at 5:30pm and then consider a resolution to change the meeting time and date.

In preparation for the upcoming work session, the administrator provided evaluation materials for Council review and input. The council could do a 3-month evaluation, half way to the 6-month evaluation. It would be helpful to get some general feedback and talk about the process.

The Administrator went over the upcoming meetings that the council might be interested in attending.

**ADJOURN** Motion Franklin, second Devlin to adjourn at 7:40 p.m. Motion carried 5-0.

**CITY OF SANDSTONE**  
**Memorandum**

**TO:** Mayor and City Council  
**FROM:** Kathy George, City Administrator  
**DATE:** October 18, 2017  
**SUBJECT:** Fire Hall Parking Lot

**BACKGROUND:** A quote was received from Mike Johnson to build a 40' x 70' parking lot on the north side of the Fire Hall. At the October 4<sup>th</sup> meeting, the Council tabled the item until further information could be provided.

**ATTACHMENTS** Quote from MPJ Enterprises  
Map of Project Area

**STAFF** Review request; the expense could come out of the Capital  
**RECOMMENDATION:** Projects Fund – Fire Cap & Bldg Res Cash line item.

**ACTION REQUIRED:** Motion \_\_\_\_\_, second \_\_\_\_\_  
Approved \_\_\_\_\_ Denied \_\_\_\_\_ Other \_\_\_\_\_

**MPJ Enterprises, LLC**

41 Division Street  
 PO Box 684  
 Sandstone MN 55072

**Estimate**

Date

9/25/2017

**Thank you for letting us give you an estimate on your project!**

City of Sandstone  
 PO Box 641  
 Sandstone, MN 55072

		Project Description		Estimate #			
				2020			
Terms		Estimate good until		Project			
Net 15 days		10/10/2017		Fire Hall			
Description		Qty		Cost		Total	
Build parking lot on North Side of building 40'x70'							
Site Work							
Class V		84		1,758.00		1,758.00	
Fire Dept				14.00		1,176.00	
				Subtotal		\$2,934.00	
				Sales Tax (7.375%)		\$0.00	
				Total		\$2,934.00	

**NOTICE: Bonding not included unless noted above.**  
 Prices are subject to change due to fuel costs.  
 Work to be done as weather and scheduling permits.  
 Should you have any questions about this estimate, please feel free to give us a call.  
 A Finance Charge of 1.5% per month (18% annually) will be charged on all past due accounts.  
 Any expenses incurred by MPJ Enterprises, LLC for the collection of unpaid bills or a breach of contract (including collection costs and attorney fees) will be the responsibility of the customer.

Phone # 320-245-5127 Fax # 320-245-5288 Accepted By & Date

Proposed Parking Area  
Size may vary



**CITY OF SANDSTONE**  
**Memorandum**

**TO:** City Council  
**FROM:** Kathy George, City Administrator  
**DATE:** October 18, 2017  
**SUBJECT:** Memorandum of Understanding – Midwest Properties of Sandstone

**BACKGROUND:** The City and the Developer (Midwest / KC / Golden Horizons) have been engaged in a dispute regarding unpaid fees and clearing and grubbing credits.

The City claims that the Developer owes \$7,001.45 in unpaid building permit fees.

The Developer claims that the City owes a credit of approximately \$5,000.00.

The City has incurred at least \$727 to date in attorney's fees over this matter.

Staff asked the Attorney to negotiate a Memorandum of Understanding with the Developer to resolve the dispute – neither party owing the other for anything.

**ATTACHMENTS** Proposed Memorandum of Understanding

**STAFF RECOMMENDATION:** Approve Memorandum of Understanding as proposed.

**ACTION REQUIRED:** Motion \_\_\_\_\_, second \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Other \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "Memorandum") is entered into this \_\_\_\_\_ day of 10/9, 2017 (the "Effective Date") by and between Midwest Properties of Sandstone, LLC, a Minnesota limited liability company ("Midwest"), the Sandstone Economic Development Authority, a body corporate and politic under the laws of the State of Minnesota (the "EDA"), and the City of Sandstone, a Minnesota municipal corporation (the "City").

### Recitals

**WHEREAS**, pursuant to a Purchase and Development Contract dated June 21, 2016, Midwest purchased the property located at 1109 Lundorff Drive in the City of Sandstone (the "Property") from the EDA in order to develop the Property into an assisted living facility; and

**WHEREAS**, the EDA had received a grant from the Federal Economic Development Authority (the "Federal EDA") for improvements benefitting the Property which required the EDA to sell the Property to Midwest for "adequate consideration" and that the purchase price for the Property be approved by the Federal EDA; and

**WHEREAS**, Midwest requested and the Executive Director of the EDA agreed to contact the Federal EDA in order to see if a credit could be applied to the purchase price for the Property for the clearing and grubbing work that was performed on the Property by Midwest; and

**WHEREAS**, the EDA has not received approval from the Federal EDA to apply a credit to the purchase price of the Property for the clearing and grubbing work and there is a dispute between Midwest and the EDA as to what the amount of the credit should be; and

**WHEREAS**, in conjunction with constructing the building on the Property, Midwest was also obligated to pay to the City building permit fees; and

**WHEREAS**, there was a dispute between the City and Midwest regarding whether the City had agreed to a reduction in the building permit fee amount and if so, the amount of that reduction; and

**WHEREAS**, the parties wish to resolve the foregoing disputes; and

**NOW, THEREFORE**, in consideration of the recitals and covenants herein, the parties agree as follows:

1. The City shall waive the \$7,001.45 that it claims is still owed by Midwest with respect to the building permit fees for the Property. The City agrees that it will not take any action against Midwest to recover these fees. The City also acknowledges

that the sanitary sewer and water availability charges for the Property have been paid by Midwest in full.

- Midwest agrees that no credit to the purchase price for the Property will be applied by the EDA for the clearing and grubbing work that Midwest performed on the Property. Midwest further agrees that the EDA is no longer obligated to pursue approval from the Federal EDA for this credit or any other type of credit.

**MIDWEST PROPERTIES OF  
SANDSTONE, LLC**

By:   
Its: Principal

**SANDSTONE ECONOMIC  
DEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Its: President

By: \_\_\_\_\_

Its: Kathy George  
Executive Director

**CITY OF SANDSTONE**

By: \_\_\_\_\_

Its: Pete Spartz  
Mayor

By: \_\_\_\_\_

Its: Kathy George  
City Administrator

**CITY OF SANDSTONE**  
**Memorandum**

**TO:** Mayor and City Council  
**FROM:** Kathy George, City Administrator  
**DATE:** October 18, 2017  
**SUBJECT:** Cleaning Services Agreement

**BACKGROUND:** The Cleaning Service for City Hall is changing from paid staff to an independent contractor arrangement. The City Attorney has prepared a Cleaning Services Agreement for Council consideration

**ATTACHMENTS** Proposed Cleaning Services Agreement

**STAFF** Review and Approve  
**RECOMMENDATION:**

**ACTION REQUIRED:** Motion \_\_\_\_\_, second \_\_\_\_\_  
Approved \_\_\_\_\_ Denied \_\_\_\_\_ Other \_\_\_\_\_

## CLEANING SERVICES AGREEMENT

This Cleaning Services Agreement (the “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2017 (the “Effective Date”), by and between the city of Sandstone, a Minnesota municipal corporation (the “City”), and Tammy Johnson, a single person, d/b/a T-N-T Cleaning (the “Contractor”). The City and the Contractor may be collectively referred to herein as the “Parties”.

### RECITALS

**WHEREAS**, the City wishes to hire the Contractor to perform the cleaning services described in Exhibit A attached hereto (the “Cleaning Services”); and

**WHEREAS**, the Contractor represents that it has the necessary skill and personnel to provide the Cleaning Services to the City; and

**WHEREAS**, the City desires to contract with the Contractor to provide, and the Contractor desires to provide, the Cleaning Services in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

### TERMS

#### **1.0 SCOPE OF SERVICES.**

**1.01** The Contractor agrees to provide the City with the Cleaning Services, as described in Exhibit A attached hereto, at Sandstone City Hall, located at 119 4<sup>th</sup> Street, Sandstone, Minnesota 55072 (“City Hall”). All Cleaning Services provided by the Contractor shall be of similar quality of other professionals who provide similar services and consistent with any applicable professional standards. All cleaning tools and products shall be provided by the City. The Cleaning Services provided in Exhibit A may be further expanded upon by mutual agreement of the Parties without invalidating this Agreement. Any such modification must be in writing and signed by both Parties.

**1.02** The City shall provide the Contractor with a key or access card for City Hall or shall otherwise ensure that the Contractor has the ability to gain entry in order to complete the Cleaning Services in accordance with this Agreement. The Contractor shall provide the City with all names of the Contractor’s employees that will be performing the Cleaning Services.

**2.0. TERM.** The term of this Agreement shall be for one full year, commencing on the Effective Date. The Agreement may be terminated for any reason by either party upon providing 60 days’ written notice to the other party. Upon termination, the City shall be responsible for paying the Contractor only for the Cleaning Services performed up through the date of termination. The Contractor’s indemnification obligations shall survive the termination of this Agreement. The Parties may agree in writing to renew this Agreement for an additional annual term, not to exceed two annual renewals.

**3.0 COMPENSATION.** In exchange for performing the Cleaning Services, the City shall pay the Contractor \$44.50 per day that the Cleaning Services are performed in their entirety. The Contractor shall invoice the City monthly for the Cleaning Services that were provided during the previous month. The City shall pay the Contractor within 30 days of the date of the invoice. Invoices submitted will be processed and paid in the same manner as other claims made to the City.

**4.0 INDEPENDENT CONTRACTOR.** Both the Contractor and the City acknowledge and agree that the Contractor and its employees, contractors, agents and subcontractors are independent contractors and not employees of the City. Any employee, subcontractor or agent who may perform services for the Contractor in connection with this Agreement is also not an employee of the City. The Contractor understands that the City will not provide any benefits of any type in connection with this Agreement, including but not limited to health or medical insurance, workers' compensation insurance and unemployment insurance, nor will the City withhold any state or federal taxes, including income or payroll taxes, which may be payable by the Contractor. The Contractor acknowledges that any general instruction it receives from the City has no effect on its status as an independent contractor.

**5.0 INSURANCE.**

**5.01** The Contractor must maintain insurance to protect itself and the City from claims and liability for injury or damage to persons or property for all work performed by the Contractor and its respective employees or agents under this Agreement. The Contractor must name the City as an "additional insured" under its commercial general liability policy in limits acceptable to the City. Prior to performing any services under this Agreement, the Contractor must provide evidence to the City that acceptable insurance coverage is effective. Additionally, the Contractor must notify the City of any changes to its insurance policies.

**5.02** The Contractor must comply with the provisions of the Minnesota workers' compensation statute as an independent contractor before commencing work under this Agreement. The Contractor must provide its own workers' compensation insurance when required by law, and shall provide evidence to the City of such coverage before commencing work under this Agreement. The Contractor must notify the City of any changes to its workers' compensation insurance policies.

**6.0 INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor agrees to protect, defend, save, and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions of any kind, nature, or character, and the costs, disbursements, and expenses of defending the same including, but not limited to, attorneys' fees, professional services, and other technical, administrative, or professional assistance resulting from or arising out of the alleged negligence, breach of contract, or willful misconduct of the Contractor, its subcontractors, agents, or employees related to or arising out of the performance of, or failure to perform, the Services under this Agreement. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability otherwise available to the City.

**7.0 BACKGROUND CHECKS.** The City may perform background checks, in accordance with state law, on any of the Contractor's employees, agents or subcontractors who provide services to the City under this Agreement.

**8.0 DATA PRACTICES ACT COMPLIANCE.** Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act,

Minnesota Statutes Chapter 13. The Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the City concerning data requests. The Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of the Contractor's failure to comply with the requirements of this paragraph; provided that the Contractor shall have no duty to defend or indemnify where the Contractor has acted in conformance with the City's written directions.

**9.0 AUDIT DISCLOSURE.** The Contractor must allow the City, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all services provided under this Agreement for a minimum of six years from the termination of this Agreement.

**10.0 COMPLIANCE; EQUAL OPPORTUNITY.** During the performance of this Agreement, the Contractor must abide by all applicable laws, statutes, ordinances, rules, and regulations. The Contractor must not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. Any violation of this section will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

**11.0 NOTICES.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, first class and postage fully prepaid, and addressed to:

The City:       The City of Sandstone  
                  119 4<sup>th</sup> Street, PO Box 641  
                  Sandstone, MN 55072  
                  Attn: City Administrator

The Contractor:   T-N-T Cleaning  
                      C/O Tammy Johnson  
                      32351 County Road 43  
                      Willow River, MN 55795

Or such other address as either party may provide to the other by notice given in accordance with this provision.

**12.0 APPLICABLE LAW.** The execution, interpretation, and performance of this Agreement will, in all respects, be controlled and governed by the laws of Minnesota.

**13.0 ASSIGNMENT.** The Contractor may not assign this Agreement or procure the services of another individual or company to provide services under this Agreement without first obtaining the express written consent of the City.

**14.0 ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire Agreement between the Parties, and no other agreement prior to or contemporaneous with this Agreement shall be effective, except as expressly set forth or incorporated herein. Any purported amendment to this Agreement is not effective unless it is in writing and executed by both Parties.

**15.0 WAIVERS.** By entering into this Agreement, the City does not waive its entitlement to any immunities under statute or common law. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.

**16.0 SEVERABILITY.** The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

**17.0 HEADINGS.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement on the date and year first written above.

**CITY OF SANDSTONE:**

By: \_\_\_\_\_  
Pete Spartz  
Its: Mayor

By: \_\_\_\_\_  
Kathy George  
Its: City Administrator

**CONTRACTOR:**

By: \_\_\_\_\_  
Tammy Johnson

**CITY OF SANDSTONE**  
**Memorandum**

**TO:** Mayor and City Council  
**FROM:** Kathy George, City Administrator  
**DATE:** October 18, 2017  
**SUBJECT:** Right of Way Ordinance Amendment

**BACKGROUND:** This year, the State Legislature expanded the scope of entities authorized to use public rights-of-way, paving the way for providers utilizing “small cell” technology to locate within the ROW. The City is authorized to enact certain limitations and procedural safeguards on these uses.

The City Attorney has prepared an ordinance amendment that incorporates the statutory changes into the City’s existing ROW ordinance. The changes ensure that the City will exercise its full authority to regulate uses of its ROW.

The changes include:

- Adding a definition for “small cell”
- Creating a new category of ROW permit for small cell activity
- Defines costs that cities are legally able to recover
- Establishes rules relating to collocation of small cell facilities
- Places physical limitations on the placement of new “wireless support structures”
- Adds additional procedural guidelines (application process, fee structures)

There is a new 10-day notification requirement before the Council can adopt the ordinance. The proposed ordinance and summary publication need to be posted at least 10 days before Council takes action.

**ATTACHMENTS** Proposed Amended Ordinance

**STAFF** Review and Discuss;  
**RECOMMENDATION:** Staff can post the Ordinance and Summary Publication on October 19<sup>th</sup>;  
Place the item on the November 1<sup>st</sup> Council Agenda for approval.

**ACTION REQUIRED:** Motion \_\_\_\_\_, second \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Other \_\_\_\_\_

AN ORDINANCE

AMENDING CHAPTER VIII, SECTION 835 OF THE SANDSTONE CITY CODE REGARDING  
RIGHT-OF-WAY MANAGEMENT RELATED TO SMALL CELLS

THE CITY COUNCIL OF THE CITY OF SANDSTONE, MINNESOTA ORDAINS:

Section 1. Sandstone City Code, Chapter XIII, Section 835 is amended by deleting the ~~stricken~~ material and adding the double-underlined material, as well as renumbering all sections and subdivisions as required, as follows:

835.01. Findings, purpose, and intent. Subdivision 1. To provide for the health, safety and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the rights-of-way, the city strives to keep its rights-of-way in a state of good repair and free from unnecessary encumbrances.

Subd. 2. Accordingly, the city has enacted this section relating to right-of-way permits and administration. This section imposes reasonable regulation on the placement and maintenance of facilities and equipment currently within the city's rights-of-way or to be placed therein at some future time. It is intended to complement the regulatory roles of state and federal agencies. Under this section, persons excavating and obstructing the rights-of-way will bear financial responsibility for their work through the recovery of out-of-pocket and projected costs from persons using the public rights-of-way.

Subd. 3. This section is to be interpreted consistently with Laws 1997, chapter 123, substantially codified in Minnesota Statutes, sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the "Act") and 2017 Session Laws, Chapter 94, amending the Act and the other laws governing applicable rights of the city and users of the right-of-way. This section is also to be interpreted consistent with Minnesota Rules 7819.0050 – 7819.9950 where possible. To the extent that any provision of this section cannot be interpreted consistently with the Minnesota Rules, the interpretation most consistent with the Act and other applicable statutory and case law is intended.

835.03. Election to manage the public rights-of-way. Pursuant to the authority granted to the city under state and federal statutory, administrative and common law, the city elects pursuant to Minnesota Statutes, section 237.163, subdivision 2 b), to manage rights-of-way within its jurisdiction.

835.05. Definitions. Subdivision 1. The following definitions apply in this section of this code. References to "subdivisions" are unless otherwise specified references to subdivisions in this section.

Subd. 2. "Abandoned facility" means a facility no longer in service or physically disconnected from a portion of the operating facility, or from any other facility, that is in use or still carries service. A facility is not abandoned unless declared so by the right-of-way user.

Subd. 3. "Applicant" means any person requesting permission to excavate or obstruct a right-of-way.

Subd. 4. "City" means the city of Sandstone, Minnesota. For purposes of this section city also means the city's elected officials, officers, employees and agents.

Subd. 5. "Collocate" or "Collocation" means to install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing wireless support structure or utility pole that is owned privately, or by the city or other governmental entity.

Subd. 5 6. "Commission" means the Minnesota Public Utilities Commission.

Subd. 6 7. "Construction performance bond" means any of the following forms of security provided at permittee's option:

- a) Individual project bond, including a "license and permit" bond;

- b) Cash deposit;
- c) Security of a form listed or approved under Minnesota Statutes, section 15.73, subdivision;
- d) Letter of credit, in a form acceptable to the city;
- e) Self-insurance, in a form acceptable to the city; and
- f) A blanket bond for projects within the city, or other form of construction bond, for a time specified and in a form acceptable to the city.

Subd. ~~7~~ 8. “Degradation” means a decrease in the useful life of the right-of-way caused by excavation in or disturbance of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation or disturbance did not occur.

Subd. ~~8~~ 9. “Degradation cost”, subject to Minnesota Rules 7819.1100, means the cost to achieve a level of restoration as determined by the city at the time the permit is issued, not be exceed the maximum restoration shown in plates 1 to 13, set forth in Minnesota Rules parts 7819.9900 to 7819.9950.

Subd. ~~9~~ 10. “Degradation fee” means the estimated fee established at the time of permitting by the city to recover costs associated with the decrease in the useful life of the right-of-way caused by the excavation, and which equals the degradation cost.

Subd. ~~10~~ 11. “Director” means the city administrator of the city.

Subd. ~~11~~ 12. “Delay penalty” is the penalty imposed as a result of unreasonable delays in right-of-way excavation, obstruction, patching, or restoration as established by permit.

Subd. ~~12~~ 13. “Emergency” means a condition that (i) poses a danger to life or health, or of a significant loss of property; or (ii) requires immediate repair or replacement of facilities in order to restore service to a customer.

Subd. ~~13~~ 14. “Equipment” means any tangible asset used to install, repair, or maintain facilities in any right-of-way.

Subd. ~~14~~ 15. “Excavate” means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

Subd. ~~15~~ 16. “Facility or facilities” means tangible asset in the public right-of-way required to provide utility service. The term does not include facilities to the extent the location and relocation of such facilities are preempted by Minnesota Statutes, section 161.45, governing utility facility placement in state trunk highways.

Subd. ~~16~~ 17. “High density corridor” means a designated portion of the public right-of-way within which telecommunications right-of-way users having multiple and competing facilities may be required to build and install facilities in a common conduit system or other common structure.

Subd. ~~17~~ 18. “Hole” means an excavation in the right-of-way, with the excavation having a length less than the width of the pavement or adjacent pavement.

Subd. ~~18~~ 19. “Local representative” means a local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this section.

Subd. ~~19~~ 20. “Management costs” means the actual costs the city incurs in managing its rights-of-way, including such costs, if incurred, as those associated with registering applicants; issuing, processing, and verifying right-of-way or small wireless facility permit applications; inspecting job sites and restoration projects; maintaining, supporting, protecting, or moving user facilities during right-of-way work; determining the adequacy of right-of-way restoration; restoring work inadequately performed, mapping of “as built” location of facilities located in the right-of-way; and revoking right-of-way or small wireless facility permits and performing all other tasks required by this section, including other costs the city may incur in managing matters described in this section. Management costs do not include payment by a telecommunications right-of-way user for the use of right-of-way, unreasonable fees of a third-party contractor used by the city including fees tied to or based on customer counts, access lines, or revenues generated by the right-of-way or for the city, the fees and cost of litigation relating to the interpretation of

Minnesota Session Laws 1997, chapter 123; Minnesota Statutes, sections 237.162 or 237.163 or any ordinance enacted under those sections, or the city fees and costs related to appeals taken pursuant to subsection 835.61.

Subd. ~~20~~ 21. “Obstruct” means to place any tangible object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way.

Subd. ~~24~~ 22. “Obstruction permit” means the permit which, pursuant to this section, must be obtained before a person may obstruct a right-of-way, allowing the holder to hinder free and open passage over the specified portion of that right-of-way, for the duration specified therein, including a blanket permit for a period of time and for types of work specified by the director, if deemed appropriate in director’s discretion.

Subd. ~~22~~ 23. “Obstruction permit fee” means money paid to the city by a permittee to cover the costs as provided in section ~~\_\_\_\_\_~~ 835.17.

Subd. ~~23~~ 24. “Patch or patching” means a method of pavement replacement that is temporary in nature. A patch consists of (i) the compaction of the subbase and aggregate base, and (ii) the replacement, in kind, of the existing pavement for a minimum of two feet beyond the edges of the excavation in all directions.

Subd. ~~24~~ 25. “Pavement” means any type of improved surface that is within the public right-of-way and that is paved or otherwise constructed with paver blocks, bituminous, concrete, aggregate, or gravel.

Subd. ~~25~~ 26. “Permit” has the meaning given “right-of-way permit” in Minnesota Statutes, section 237.162.

Subd. ~~26~~ 27. “Permittee” means any person to whom a permit to excavate or obstruct a right-of-way has been granted by the city under this section.

Subd. ~~27~~ 28. “Public right-of-way” or “Right-of-way” has the meaning given it in Minnesota Statutes, section 237.162, subdivision 3.

Subd. ~~28~~ 29. “Registrant” means any person who (i) has or seeks to have its equipment or facilities located in any right-of-way, or (ii) in any way occupies or uses, or seeks to occupy or use, the right-of-way or place its facilities or equipment in the right-of-way.

Subd. ~~29~~ 30. “Restore or restoration” means the process by which an excavated right-of-way and surrounding area, including pavement and foundation, is returned to the same condition and life expectancy that existed before excavation.

Subd. ~~30~~ 31. “Right-of-way permit” means either an obstruction or utility permit, depending on the circumstances.

Subd. ~~34~~ 32. “Right-of-way user” means (i) a telecommunications right-of-way user as defined by Minnesota Statutes, section 237.162, subdivision 4; or (ii) a person owning or controlling a facility in the right-of-way that is used or intended to be used for providing utility service, and who has a right under law, franchise, or ordinance to use the public right-of-way.

Subd. ~~32~~ 33. “Service or utility service” means and includes (i) services provided by a public utility as defined in Minnesota Statutes 216B.02, subdivisions 4 and 6; (ii) services of a telecommunications right-of-way user, including transporting of voice or data information; (iii) services of a cable communications system as defined in Minnesota Statutes, chapter 238.02, subdivision 3; (iv) natural gas or electric energy or telecommunications services provided by a local government unit; (v) services provided by a cooperative electric association organized under Minnesota Statutes, chapter 308A; and (vi) water, sewer, steam, cooling or heating services.

Subd. ~~33~~ 34. “Small wireless facility” means a wireless facility that meets both of the following qualifications:

- a) each antenna is located inside an enclosure of no more than six cubic feet in volume or could fit within such an enclosure; and
- b) all other wireless equipment associated with the small wireless facility provided such equipment is, in aggregate, no more than 28 cubic feet in volume, not including

electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, ground equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment.

Subd. 34 ~~35~~. “Supplementary application” means an application made to excavate or obstruct more of the right-of-way than allowed in, or to extend, a permit that had already been issued.

Subd. ~~35~~ 36. “Temporary surface” means the compaction of subbase and aggregate base and replacement, in kind, of the existing pavement only to the edges of the excavation.

Subd. ~~36~~ 37. “Trench” means an excavation in the right-of-way, with the excavation having a length equal to or greater than the width of the pavement or adjacent pavement.

Subd. ~~37~~ 38. “Telecommunications right-of-way user” means a person owning or controlling a facility in the right-of-way, or seeking to own or control a facility in the right-of-way, that is used or is intended to be used for providing wireless service, or transporting telecommunication or other voice or data information. For purposes of this section, a cable communication system defined and regulated under Minnesota Statutes, chapter 238, and telecommunication activities related to providing natural gas or electric energy services, ~~whether provided by~~ a public utility as defined in Minnesota Statutes, section 216B.02, a municipality, a municipal gas or power agency organized under Minnesota Statutes, chapters 453 and 453A, or a cooperative electric association organized under Minnesota Statutes, chapter 308A, are not telecommunications right-of-way users, except to the extent such entity is offering wireless service.

Subd. ~~38~~ 39. “Utility permit” means the permit which, pursuant to this section, must be obtained before a person may excavate in a right-of-way. A utility permit allows the holder to excavate that part of the right-of-way described in such permit.

Subd. ~~39~~ 40. “Utility permit fee” means money paid to the city by an applicant to cover the costs as provided in subsection 835.19.

Subd. 41. “Utility pole” means a pole that is used in whole or in part to facilitate telecommunications or electric service.

Subd. 42. “Wireless facility” means equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network, including equipment associated with wireless service, a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility, but not including wireless support structures, wirelines backhaul facilities, or cables between utility poles or wireless support structures, or not otherwise immediately adjacent to and directly associated with a specific antenna.

Subd. 43. “Wireless service” means any service using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or by means of a mobile device, that is provided using wireless facilities. Wireless service does not include services regulated under Title VI of the Communications Act of 1934, as amended, including cable service.

Subd. 44. “Wireless support structure” means a new or existing structure in a right-of-way designed to support or capable of supporting small wireless facilities, as reasonably determined by the city.

835.07. Administration. The director is responsible for the administration of the rights-of-way, right-of-way permits, and ordinances related thereto. The director may delegate any or all of the duties hereunder.

835.09. Utility coordination committee. The city may create an advisory utility coordination committee. Participation on the committee is voluntary. It is composed of any registrants that wish to assist the city in obtaining information and making recommendations regarding use of the right-of-way, and improving the process of performing construction work therein. The city may determine the size of such committee and shall appoint members from a list of registrants that have expressed a desire to assist the city.

835.11. Registration and right-of-way occupancy. Subdivision 1. Registration. Each registrant, including a person who occupies, uses, or seeks to occupy or use, the right-of-way or place any equipment or facilities in or on the right-of-way, including persons with installation and maintenance responsibilities by lease,

sublease or assignment, must register with the city. Registration will consist of providing application information and paying a registration fee. Registration must be renewed annually.

Subd. 2. Registration prior to work. It is unlawful to construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof in any right-of-way without first being registered with the city.

Subd. 3. Exceptions. Nothing in this section is to be construed to repeal or amend the provisions of a city ordinance establishing the rights of and limitations placed on persons to plant or maintain boulevard plantings or gardens in the area of the right-of-way between their property and the street curb. Persons carrying out or requesting the following work are not deemed to use or occupy the right-of-way within the meaning of this section, and are not governed by this section. Such work by non right-of-way users is regulated by other city code sections, unless provided otherwise.

- a) Persons planting or maintaining boulevard plantings or gardens.
- b) Persons erecting fences, installing driveways, sidewalks, curb and gutter, or parking lots.
- c) Persons engaged in snow removal activities.
- d) Persons installing street furnishings.
- e) Persons installing irrigation systems.

Subd. 4. Gopher One Call. Nothing herein relieves a person from complying with the provisions of the Minnesota Statutes, chapter 216D, the gopher one call law.

835.13. Registration information. Subdivision 1. Information required. The registrant must provide the following at the time of registration and promptly notify the city of changes in such information:

- a) Registrant's name, address, telephone number, facsimile number and Gopher One Call registration certificate number if any.
- b) Name, street address and email address, telephone number, and facsimile number of the registrant representative.
- c) A certificate of insurance from a company licensed to do business in the state of Minnesota providing coverage in at least the following amounts:

<u>General Liability</u> : Public liability, including premises, products and complete operations	
Bodily Injury Liability	\$1,000,000 each person \$3,000,000 each occurrence
Property Damage Liability	\$3,000,000 each occurrence
Bodily Injury and Property Damage Combined	\$3,000,000 single limit
<u>Comprehensive</u> : Automobile liability insurance, including owned, non-owned and hired vehicles.	
Bodily Injury Liability	\$1,000,000 each person
Property Damage Liability	\$3,000,000 each occurrence
In lieu of 1) and 2) Bodily Injury and Property Damage Combined	\$3,000,000 single limit

The certificate must verify that the registrant is insured against claims for personal injury, including death, as well as claims for property damage arising out of the (i) use and occupancy of the right-of-way by the registrant, its officers, agents, employees and permittees, and (ii) placement and use of equipment or facilities in the right-of-way by the registrant, its officers, agents, employees and permittees, including but not limited to, protection against liability arising from completed operations, damage of underground equipment and collapse of property. The certificate must also name the city as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages. The certificate must require that the city be notified 30 days prior to cancellation of the policy.

- d) 24 hour emergency number.

- e) An acknowledgement by the registrant of the indemnification pursuant to subsection 835.57.
- f) Certificate of authority to do business in Minnesota and in the city, if applicable.
- g) Such other information as the director may require.

Subd. 2. Notice of changes. The registrant must keep the information listed above current at all times by providing to the city information as to changes within 15 days following the date on which the registrant has knowledge of any change.

835.15. Reporting obligations. Subdivision 1. Operations. If requested by director, each registrant shall, at the time of registration and by December 1 of ~~each~~ each year, file a construction and major maintenance plan for underground facilities with the city. The plan must be submitted using a format designated by the city and contain the information determined by the city to be necessary to facilitate the coordination and reduction in the frequency of excavations and obstructions of rights-of-way. If by December 1 the registrant has not developed its construction and maintenance information for the coming year, the registrant must file that information with the city as soon as it is developed. The plan must include, but not be limited to, the locations and the estimated beginning and ending dates of all projects to be commenced during the ~~enxt~~ next calendar year (in this section, a “next-year project”).

Subd. 2. Additional next-year projects. Notwithstanding the foregoing, the city will not deny an application for a right-of-way permit for failure to include a project in a plan submitted to the city if the registrant has used commercially reasonable efforts to anticipate and plan for the project.

835.17. Permit requirements. Subdivision 1. Permit required. Except as otherwise provided in this code, no right-of-way user may obstruct or excavate, or install or place facilities in the ~~any~~ right-of-way without first having obtained the appropriate right-of-way permit from the city to do so.

Subd. 2. Types of payments.

- a) Utility permit. A utility permit is required by a registrant to excavate that part of the right-of-way described in such permit and to hinder free and open passage over the specified portion of the right-of-way by placing facilities described therein, to the extent and for the duration specified therein.
- b) Obstruction permit. An obstruction permit is required by a registrant to hinder free and open passage over the specified portion of the right-of-way by placing equipment described therein on the right-of-way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid utility permit for the same project.
- c) Other permits. Other permits may be required for persons in accordance with the city code.
- d) Overhead facilities. Permits for installation, repair or other work on above-ground facilities within the meaning of Minnesota Statutes, section 237.163, subdivision 6 b) 4) will be obstruction permits, notwithstanding the need for excavation, provided the excavation is augered or hand dug for the purpose of placing a pole type structure.
- e) Small wireless facility permit. A small wireless facility permit is required by a registrant to erect or install a wireless support structure, to collocate a small wireless facility, or to otherwise install a small wireless facility in the specified portion of the right-of-way, to the extent specified therein, provided that such permit shall remain in effect for the length of time the facility is in use, unless lawfully revoked.

Subd. 2. Security. For companies not operating under a franchise with the city, a surety bond, letter of credit or cash deposit in the amount determined by the director but not less than \$5,000, is required from each applicant. A surety bond shall be from a corporate surety authorized to do business in the state. The security must be conditioned that the holder will perform the work in accordance with this section and applicable regulations, will pay to the city any costs incurred by the city in performing work pursuant to this section; and will indemnify and save the city and its officers, agents and employees harmless against any and all claims, judgment or other costs arising from any excavation and other work covered by the permit or for which the city council or any city officer may be liable by

reason of any accident or injury to persons or property through the fault of the permit holder, either in improperly guarding the excavation or for any other injury resulting from the negligence of the permit holder. The bond, letter or credit or cash deposit will be released by the city upon completion of the work and compliance with all conditions imposed by the permit. For permits allowing excavations within public streets, such bond, letter of credit or cash deposit will be held for a period of 24 months to guaranty the adequacy of all restoration work.

Subd. 3. Permit extensions. A person may not excavate or obstruct the right-of-way beyond the date or dates specified in the permit unless (i) the person makes a supplementary application for another right-of-way permit before the expiration of the initial permit, or requests a verbal extension, and (ii) a new permit or permit extension is granted. Verbal extensions may be granted by the director for a period no greater than 48 hours or for emergencies.

Subd. 4. Diligence in performing work; delay penalty. Work shall progress in an expeditious manner as permitted by weather conditions until completion in order to avoid unnecessary inconvenience. If the work is not done in an expeditious manner, the city may, after 72 hour notice to the permit holder, fill the excavation or repair the street. The entire cost of such work must be paid by the permit holder upon demand made by the city. In accordance with Minnesota Rule 7819.1000 subp. 3, the city will establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration. The delay penalty shall be established from time to time by city council resolution. A delay penalty will not be imposed for delays due to force majeure, including inclement weather, civil strife, acts of God, or other circumstances beyond the control of the applicant.

Subd. 5. Permit display. Permits must be conspicuously displayed or otherwise available at all times at the indicated work site and be available for inspection by the city.

Subd. 6. Routine obstruction and excavation. Routine excavations and obstructions are permitted without separate notice and separate compensation for such projects. Projects that do not involve excavation of paved surface and that last less than 12 hours in duration may, in the director's discretion, be considered routine obstruction and excavation and include by way of example, switching, replacing fuses, replacing transformers, placing line guards, animal protection, leak surveys, anode installations and inspections.

835.19. Permit application. Subdivision 1. Content of permit. Application for a permit is made to the city. Right-of-way permit applications must contain, and will be considered complete only upon compliance with the requirements of the following provisions of this subsection.

Subd. 2. Registration with the city pursuant to this section.

Subd. 3. Submission of a completed permit application form as provided by the city, including all required attachments, and five copies of scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities owned or operated by the applicant.

Subd. 4. Payment of money due the city for:

- a) Permit fees, estimated restoration costs and other management costs.
- b) Prior obstructions or excavations.
- c) Any undisputed loss, damage, or expense suffered by the city because of applicant's prior excavations or obstructions of the rights-of-way or any emergency actions taken by the city.

Subd. 5. Payment of disputed amounts due the city by posting security or depositing in an escrow account an amount equal to at least 100% of the amount owing.

Subd. 6. Posting an additional or larger construction performance bond for additional facilities when applicant requests an excavation permit to install additional facilities and the city deems the existing construction performance bond inadequate under applicable standards.

835.21. Issuance of permit; conditions. Subdivision 1. Permit issuance. If the applicant has satisfied the requirements of this section, the city must issue a permit within ten business days of receiving a completed application.

Subd. 2. Conditions. The city may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the health, safety and welfare of the public or when necessary to protect the right-of-way and its current use.

Subd. 3. Notice of work. Upon request by the director, the permittee must notify in writing in a form approved by the director all residents specified by the director whose property is adjacent to the right-of-way where the proposed work is to be done indicating start and completion dates. Written notification is not required for routine obstruction and excavation projects or in the case of emergencies. If permittee chooses not to carry out the notice process required with its own staff, permittee must promptly inform the director. The city may then carry out the notice process using its own staff, and permittee must reimburse the city its costs of providing required notice, within 30 days of billing.

Subd. 4. Small wireless facility conditions. In addition to subdivision 2, the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a small wireless facility in the right-of-way, shall be subject to the following conditions:

- a) A small wireless facility shall only be collocated on the particular wireless support structure, under those attachment specifications, and at the height indicated in the applicable permit application.
- b) No new wireless support structure installed within the right-of-way shall exceed 50 feet in height without the city's written authorization, provided that the city may impose a lower height limit in the applicable permit to protect the public health, safety, and welfare or to protect the right-of-way and its current use, and further provided that a registrant may replace an existing wireless support structure exceeding 50 feet in height with a structure of the same height subject to such conditions or requirements as may be imposed in the applicable permit.
- c) No wireless facility may extend more than 10 feet above its wireless support structure.
- d) Where an applicant proposes to install a new wireless support structure in the right-of-way, the city may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way.
- e) Where an applicant proposes collocation on a decorative wireless support structure, sign or other structure not intended to support small wireless facilities, the city may impose reasonable requirements to accommodate the particular design, appearance or intended purpose of such structure.
- f) Where an applicant proposes to replace a wireless support structure, the city may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.

Subd. 5. Small wireless facility agreement. A small wireless facility shall only be collocated on a small wireless support structure owned or controlled by the city, or any other city asset in the right-of-way, after the applicant has executed a standard small wireless facility collocation agreement with the city. The standard collocation agreement may require payment of the following:

- a) Up to \$150 per year for rent to collocate on the city structure.
- b) \$25 per year for maintenance associated with the collocation;
- c) A monthly fee for electrical service as follows:
  - 1) \$73 per radio node less than or equal to 100 maximum watts;
  - 2) \$182 per radio node over 100 maximum watts; or
  - 3) The actual costs of electricity, if the actual cost exceed the foregoing.

The standard collocation agreement shall be in addition to, and not in lieu of, the required small wireless facility permit, provided, however, that the applicant shall not be additionally required to obtain a

license or franchise in order to collocate. Issuance of a small wireless facility permit does not supersede, alter or affect any then-existing agreement between the city and the applicant.

835.22 Action on small wireless facility permit applications. Subdivision 1. Deadline for action. The city shall approve or deny a small wireless facility permit application within 90 days after filing of such application. The small wireless facility permit, and any associated building permit application, shall be deemed approved if the city fails to approve or deny the application within the review periods established in this section.

Subd.2. Consolidated applications. An applicant may file a consolidated small wireless facility permit application addressing the proposed collocation of up to 15 small wireless facilities, or a greater number if agreed to by a local government unit, provided that all small wireless facilities in the application:

- a) are located within a two-mile radius;
- b) consist of substantially similar equipment; and
- c) are to be placed on similar types of wireless support structures.

In rendering a decision on a consolidated permit application, the city may approve some small wireless facilities and deny others, but may not use denial of one or more permits as a basis to deny all small wireless facilities in the application.

Subd. 3. Tolling of deadline. The 90-day deadline for action on a small wireless facility permit application may be tolled if:

- a) The city receives applications from one or more applicants seeking approval of permits for more than 30 small wireless facilities within a seven-day period. In such case, the city may extend the deadline for all such applications by 30 days by informing the affected applicants in writing of such extension.
- b) The applicant fails to submit all required documents or information and the city provides written notice of incompleteness to the applicant within 30 days of receipt the application. Upon submission of additional documents or information, the city shall have ten days to notify the applicant in writing of any still-missing information.
- c) The city and a small wireless facility applicant agree in writing to toll the review period.

835.23. Permit fees. Subdivision 1. Fee schedule and fee allocation. The city's permit fee schedule is available to the public and established in advance where reasonably possible. The permit fees are designed to recover the city's actual costs incurred in managing the right-of-way and are based on an allocation among all users of the right-of-way, including the city.

Subd. 2. Utility permit fee. The city must establish a utility permit fee in an amount sufficient to recover the following costs:

- a) City management costs.
- b) Degradation costs, if applicable.

Subd. 3. Obstruction permit fee. The city must establish the obstruction permit fee in an amount sufficient to recover the city management costs.

Subd. 4. Small wireless facility permit fee. The city shall impose a small wireless facility permit fee in an amount sufficient to recover:

- a) management costs; and
- b) city engineering, make-ready, and construction costs associated with collocation of small wireless facilities.

Subd. 4 5. Payment of permit fees. A utility permit or obstruction permit may not be issued without payment of excavation or obstruction permit fees.

Subd. 5 6. Non-refundable. Permit fees paid for a permit that the city has revoked for a breach as stated in subdivision 38 are not refundable.

Subd. 6 7. Application to franchises. Unless otherwise agreed to in a franchise, management costs may be charged separately from and in addition to the franchise fees imposed on a right-of-way user in the franchise.

835.25. Right-of-way patching and restoration. Subdivision 1. Timing. Work to be done under the excavation permit and the patching and restoration of the right-of-way as required herein must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonal or unreasonable.

Subd. 2. Patch and restoration. Permittee must patch its own work. The city may choose either to have the permittee restore the surface and subgrading portions of right-of-way or to restore the surface portion of right-of-way itself.

Subd. 3. Permittee restoration. If the permittee restores the right-of-way itself, it must at the time of application for an excavation permit post a construction performance bond in accordance with the provisions of Minnesota Rule 7819.3000.

Subd. 4. City restoration. If the city restores the surface portion of right-of-way, permittee must pay the costs thereof within 30 days of billing. If, following such restoration, the pavement settles or otherwise fails for reasons not caused by city's failure to properly restore, the permittee shall pay to the city, within 30 days of billing, all costs associated with correcting the defective work.

Subd. 5. Degradation fee in lieu of restoration. In lieu of right-of-way restoration, a right-of-way user may elect to pay a degradation fee. However, the right-of-way user remains responsible for replacing and compacting the subgrade and aggregate based material in the excavation and the degradation fee will not include the cost to accomplish these responsibilities.

Subd. 6. Standards. The permittee must perform patching and restoration according to the standards and with the materials specified by the city and comply with Minnesota Rule 7819.1100. In exercising authority over restoration, the director is to be guided by the following standards and considerations.

- a) The number, size, depth and duration of the excavations, disruptions or damage to the right-of-way;
- b) The traffic volume carried by the right-of-way; the character of the neighborhood surround the right-of-way;
- c) The pre-excavation condition of the right-of-way; the remaining life-expectancy of the right-of-way affected by the excavation;
- d) Whether the relative cost of the method of restoration to the permit holder is in reasonable balance with the prevention of an accelerated depreciation of the right-of-way that would otherwise result from the exaction, disturbance or damage to the right-of-way; and
- e) The likelihood that the particular method of restoration would be effective in slowing the depreciation of the right-of-way that would otherwise take place.

Subd. 7. Duty to correct defects. The permittee must correct defects in patching, or restoration performed by permittee or its agents. Upon notification from the city, permittee shall correct all restoration work to the extent necessary, using the method required by the city. Unless otherwise agreed to by the director, the work must be commenced within two days of receipt of the notice from the city and be completed within 14 days of commencement of work, not including days during which work cannot be done because of circumstances constituting force majeure or days when work is prohibited as unseasonal or unreasonable.

Subd. 8. Failure to restore. If the permittee fails to restore the right-of-way in the manner and to the condition required by the city, or fails to satisfactorily and timely complete all restoration required by the city, the city must notify the permittee in writing of the specific alleged failure or failures and allow the permittee five days from receipt of written notice to cure said failure or failures, unless

otherwise extended by the director. In the event the permittee fails to cure, the city may perform the necessary work and permittee must pay to the city, within 30 days of billing, the cost of restoring the right-of-way. If permittee fails to pay as required, the city may exercise its rights under the construction performance bond.

835.27. Joint and individual applications. Subdivision 1. Joint trenching. Director may require registrants to jointly apply for permits to excavate or obstruct the right-of-way at the same place and time.

Subd. 2. Fees. Registrants who apply for permits for the same obstruction or excavation, which the city does not perform, may share in the payment of the obstruction or utility permit fee as established by the city for joint trenching. Registrants must agree among themselves as to the portion each will pay and indicate the same on their applications.

Subd. 3. With city projects. Registrants in a scheduled obstruction or excavation performed by the city, whether or not it is a joint application by two or more registrants or a single application, are not required to pay the utility or obstruction and degradation portions of the permit fee, but a permit is required.

835.29. Supplementary applications. Subdivision 1. Limitation on area. A right-of-way permit is valid only for the area of the right-of-way specified in the permit. A permittee may not do any work outside the area specified in the permit, except as provided herein. A permittee who determines that an area greater than that specified in the permit must be obstructed or excavated must before working in that greater area (i) make application for a permit extension and pay any additional fees required thereby, and (ii) be granted a new permit or permit extension.

Subd. 2. Limitation on dates. A right-of-way permit is valid only for the dates specified in the permit. A permittee may not begin work before the permit start date or, except as provided herein, continue working after the end date. Except in the case of verbal extensions by the director, if a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit. This supplementary application must be submitted before the permit end date.

835.31. Other obligations. Subdivision 1. Compliance with other laws. Obtaining a right-of-way permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the city or other applicable rule, law or regulation. A permittee shall comply with all requirements of local, state and federal laws, including Minnesota Statutes 216D.01-.09 (Gopher One Call Excavation Notice System). A permittee must perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.

Subd. 2. Prohibited work. Except in an emergency, or with the approval of the city, no right-of-way obstruction or excavation may not be done when seasonally prohibited or when conditions are unreasonable for such work.

Subd. 3. Interference with right-of-way. A permittee may not so obstruct a right-of-way that the natural free and clear passage of water through the gutters or other waterways will be interfered with, unless otherwise approved by the director. Private vehicles of those doing work in the right-of-way may not be parked within or next to a permit area, unless parked in conformance with city parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit.

Subd. 4. Traffic control. A permittee must implement traffic control measures in the area of the work and use traffic control procedures in accordance with the most recent manuals on uniform traffic control, traffic control devices and traffic zone layouts published by the state of Minnesota.

835.33. Denial or revocation of permit. Subdivision 1. Reasons for Denial. The city may deny a permit for failure to meet the requirements and conditions of this section or if the city determines that

the denial is necessary to protect the health, safety, and welfare or when necessary to protect the right-of-way and its current use or for the following specific violations:

- a) Failure to register.
- b) A proposed excavation within a street or sidewalk surface that has been constructed or reconstructed within the preceding five years, unless the director determines that no other locations are feasible or when necessitated by emergency.
- c) The applicant is subject to revocation of a prior permit issued pursuant to this section.
- d) The proposed schedule for the work would conflict or interfere with an exhibition, celebration, festival or any other similar event.
- e) The right-of-way would become unduly congested due to the proposed facilities and equipment when combined with other uses in the right-of-way.
- f) Businesses or residences in the vicinity will be unreasonably disrupted.

Subd. 2. Procedural Requirements. The denial or revocation of a permit must be made in writing and must document the basis for the denial. The city must notify the applicant or right-of-way user in writing, within three business days of the decision to deny or revoke a permit. If an application is denied, the right-of-way user may address the reasons for denial identified by the city and resubmit its application. If the application is resubmitted within 30 days of receipt of the notice of denial, no additional application fee shall be imposed. The city must approve or deny the resubmitted application within 30 days after submission.

835.35. Installation requirements. The excavation, backfilling, patching and restoration, and all other work performed in the right-of-way must be done in conformance with Minnesota Rules 7819.1100, 78.19.5000 and 7819.5100 and other applicable local requirements, such as the city standard specifications and details, in so far as they are not inconsistent with the Minnesota Statutes, sections 237.162 and 237.163.

835.37. Inspection. Subdivision 1. Site inspection. Permittee must make the work-site available to the city and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

Subd. 2. Authority of director. At the time of inspection the director may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public. The director may issue an order to the permittee to correct any work that does not conform to the terms of the permit or other applicable standards, conditions, or code. If the work failure is a “substantial breach” within the meaning of Minnesota Statutes, section 237.163 subdivision 4 c), the order must state that failure to correct the violation will be cause for revocation of the permit after a specified period determined by the director. The permittee shall present proof to the director that the violation has been corrected within the time period set forth by the director in the order. The proof shall be provided no later than the next business day following the day of completion. If such proof has not been presented within the required time, the director may revoke the permit.

Subd. 3. Standards during construction or installation. The permit holder shall comply with the following standards when engaging in the work:

- a) Take such precautions as are necessary to avoid creating unsanitary conditions. Observe and comply with all laws, rules and regulations of the state.
- b) Conduct the operation and perform the work in a manner as to ensure the least obstruction and interference to traffic.
- c) Take adequate precautions to ensure the safety of the general public and those who require access to abutting property.
- d) If required by the director, notify adjoining property owners prior to the commencement of work which may disrupt the use of and access to such adjoining properties.
- e) In all cases where construction work interferes with the normal use of the construction area, provide for closing the construction area to traffic or to afford it restricted use of the

area and comply with Minnesota Manual of Uniform Traffic Control Devices traffic safety signing requirements.

- f) Exercise precaution at all times for the protection of persons, including employees and property.
- g) Protect and identify excavations and work operations with barricade flags, and if required, by flagmen in the daytime, and by warning lights at night.
- h) Provide proper trench protection as required by Occupational Health and Safety Administration when necessary and depending upon the type of soil, in order to prevent cave-ins endangering life or tending to enlarge the excavation.
- i) Protect the root growth of trees and shrubbery.
- j) Installation of pipe (utility conductors) under Portland Cement Concrete, asphalt concrete, or other high-type bituminous pavements must be done by jacking, auguring or tunneling as directed by the engineer unless otherwise authorized. High Density ~~Polyethylene~~ Polyethylene sleeving shall be an acceptable casing or sleeving material for telecommunications installations.
- k) When removing pavement of Portland Cement Concrete, asphalt concrete or high-type built-up bituminous surfacing, the pavement must be removed on each side of the trench or excavation a distance of nine inches beyond the trench width and length, in order to provide a shoulder and solid foundation for the surface restoration.

835.39. Work done without a permit. Subdivision 1. Emergency situations. A registrant must immediately notify the director of any event regarding its facilities that the registrant considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Within two business days after the occurrence of the emergency, unless the director allows a longer time, the registrant must apply for the necessary permits, pay the fees associated therewith and fulfill the rest of the requirements necessary to bring itself into compliance with this section for the actions it took in response to the emergency. If the director concludes that a registrant is required to perform work at the facility solely because of an emergency created by another registrant and the work is performed in the immediate area of the emergency work, the director may waive the permit otherwise required by the registrant called to the emergency created by another party.

Subd. 2. If the city becomes aware of an emergency regarding a registrant's facilities, the city will contact the registrant's emergency phone number as registered with the city or listed in the phone directory. The city will make the area safe, as necessary. If there is no response from the registrant, the city may take whatever action it deems necessary to respond to the emergency, the cost of which shall be borne by the permittee or registrant whose facilities occasioned the emergency.

Subd. 3. Non-emergency situations. Except in an emergency, a person who, without first having obtained the necessary permit, obstructs or excavates a right-of-way must subsequently obtain a permit, pay an unauthorized work permit fee in an amount established from time to time by the city council, deposit with the city the fees necessary to correct any damage to the right-of-way and comply with all of the requirements of this section.

835.41. Supplementary notification. If the obstruction or excavation of the right-of-way begins later or ends sooner than the date given on the permit, permittee shall notify the city by supplementary application of the accurate information as soon as this information is known.

835.43. Revocation of permits. Subdivision 1. Substantial breach. The city may revoke any right-of-way permit, without a fee refund, if there is a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any material condition of the permit. A substantial breach by permittee includes, but is not limited to, the following:

- a) The violation of any material provision of the right-of-way permit;
- b) An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens;

- c) Any material misrepresentation of fact in the application for a right-of-way permit;
- d) The failure to complete the work in a timely manner; unless a permit extension is obtained or unless the failure to complete work is due to reasons beyond the permittee's control; or
- e) The failure to correct, in a timely manner, work that does not conform to a condition indicated on an order issued by the director.

Subd. 2. Written notice of breach. If the city determines that the permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, regulation or any condition of the permit the city must make a written demand upon the permittee to remedy such violation. The demand must state that continued violations may be cause for revocation of the permit. A substantial breach, as stated above, will allow the city to place additional or revised conditions on the permit to mitigate and remedy the breach.

Subd. 3. Response to notice of breach. Within a time established by the director following permittee's receipt of notification of the breach, permittee shall provide the city with a plan to cure the breach, acceptable to the city. Permittee's failure to submit a timely and acceptable plan, or permittee's failure to timely implement the approved plan is grounds for immediate revocation of the permit.

Subd. 4. Reimbursement of city costs. If a permit is revoked, the permittee must also reimburse the city for the city's reasonable costs, including restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

835.45. Mapping data. Subdivision 1. Rule. Each registrant and permittee shall provide mapping information in a form required by the city in accordance with Minnesota Rules 7819.4000 and 7819.4100. Within 90 days following completion of any work pursuant to a permit, the permittee shall provide the director accurate maps and drawings certifying the "as-built" location of all equipment installed, owned and maintained by the permittee. Such maps and drawings shall include the horizontal location and the approximate vertical location, to the extent known of all facilities and equipment and shall be provided consistent with the city's electronic mapping system. Failure to provide maps and drawings pursuant to this subsection is grounds for revoking the permit holder's registration.

835.47. Undergrounding. Subdivision 1. Purpose. The purpose of this subsection is to promote the health, safety and general welfare of the public and is intended to foster (i) safe travel over the right-of-way, (ii) non-travel related safety around homes and buildings where overhead feeds are connected and (iii) orderly development in the city. Location and relocation, installation and reinstallation of facilities in the right-of-way or in or on other public ground must be made in accordance with this subsection. This subsection is intended to be enforced consistently with state and federal law regulating right-of-way users, specifically including but not limited to Minnesota Statutes, sections 161.45, 237.162, 237.163, 300.03, 222.37, 238.084 and 216B.36 and the Telecommunications Act of 1996, Title 47, U.S.C. section 253.

Subd. 2. Undergrounding of facilities. If the city finds that one or more of the purposes set forth in subdivision 1 would be promoted, the city may require newly installed or constructed facilities in the public right-of-way or in other public property held in common for public use to be located and maintained underground pursuant to the terms and conditions of this section and in accordance with applicable construction standards, subject to the exceptions below. Above-ground installation, construction, modification, or replacement of meters, gauges, transformers, street lighting, pad mount switches, capacitor banks, re-closers and service connection pedestals are allowed. The requirements of this subdivision shall apply equally outside of the corporate limits of the city coincident with city jurisdiction of platting, subdivision regulation or comprehensive planning as may now or in the future be allowed by law.

Subd. 3. Undergrounding of permanent replacement, relocated or reconstructed facilities. If the city finds that one or more of the purposes set forth in subdivision 1. would be promoted, the city may require a permanent replacement, relocation or reconstruction of a facility of more than 300 feet to be

located, and maintained underground, with due regard for seasonal working conditions. For purposes of this section, reconstruction means any substantial repair of or any improvement to existing facilities. Undergrounding may be required whether a replacement, relocation or reconstruction is initiated by the right-of-way user owning or operating the facilities, or by the city in connection with (i) the present or future use by the city or other local government unit of the right-of-way or other public ground for a public project, (ii) the public health or safety, or (iii) the safety and convenience of travel over the right-of-way.

Subd. 4. Exceptions to undergrounding. The following exceptions to the strict application of this subdivision will be allowed upon the conditions stated:

- a) Transmission lines. Above-ground installation, construction, or placement of those facilities commonly referred to as “high voltage transmission lines” shall be allowed unless the council requires undergrounding of the facilities after providing the right-of-way user notice and an opportunity to be heard. This provision is not to be construed as waiving the requirements of any other ordinance or regulation of the city as the same may apply to any such proposed project.
- b) Technical/economic feasibility; promotion of policy. Above-ground installation, construction, or placement of facilities shall be allowed in residential, commercial and industrial areas where the council, following consideration and recommendation by the planning commission, finds that:
  - 1) Underground placement would place an undue financial burden upon the landowner, ratepayers, or right-of-way user or would deprive the landowner of the preservation and enjoyment of substantial property rights; or,
  - 2) Underground placement is impractical or not technically feasible due to topographical, subsoil or other existing conditions which adversely affect underground facilities placement.
  - 3) The right-of-way user clearly and convincingly demonstrates that none of the purposes under subdivision 1 would be advanced by underground placement of facilities on the project in question, **or the city determines on its own review that undergrounding is not warranted based on the circumstances of the proposed undergrounding.**
- c) Temporary service. Above-ground installation, construction, or placement of temporary service lines shall only be allowed:
  - 1) During new construction of any project for a period not to exceed three months;
  - 2) During an emergency in order to safeguard lives or property within the city;
  - 3) For a period of not more than seven months when soil conditions make excavation impractical.

Subd. 5. Retirement of overhead facilities. The city council may determine whether it is in the public interest that all facilities within the city, or facilities within certain districts designated by the city, be permanently placed and maintained underground by a date certain or target date, independently of undergrounding required pursuant to this code (new facilities) and subdivision 725.24, subdivision 3 (replacement facilities). The decision to underground must be preceded by a public hearing, after published notice and written notice to the utilities affected. (Two weeks published; 30 days written.) At the hearing the council must consider items 1) – 4) in section 655.24, subdivision 5 b) of this subsection and make findings. Undergrounding may not take place until city council has, after hearing and notice, adopted a plan as provided in subdivision 8.

Subd. 6. Public hearings. A hearing must be open to the public and may be continued from time to time. At each hearing any person interested must be given an opportunity to be heard. The subject of the public hearings will be the issue of whether facilities in the right-of-way in the city, or located within a certain district, are to be located underground by a date certain. Hearings are not necessary for the undergrounding required under subsection 835.47 of this section.

Subd. 7. Public hearing issues. The issues to be addressed at the public hearings include but are not limited to:

- a) The costs and benefits to the public of requiring the undergrounding of all facilities in the right-of-way.
- b) The feasibility and cost of undergrounding all facilities by a date certain as determined by the city and the affected utilities.
- c) The tariff requirements, procedure and rate design for recovery or intended recovery of incremental costs for undergrounding by the utilities from ratepayers with the city.
- d) Alternative financing options available if the city deems it in the public interest to require undergrounding by a date certain and deems it appropriate to participate in the cost otherwise borne by the rate payers.

Subd. 8. Undergrounding plan. If the council finds that it is in the public interest to underground all or substantially all facilities in the public right-of-way or in non-right-of-way public ground, the council must establish a plan for such undergrounding. The plan for undergrounding must include at least the following elements;

- a) Timetable for the undergrounding.
- b) Designation of districts for the undergrounding unless the undergrounding plan is citywide.
- c) Exceptions to the undergrounding requirement and procedure for establishing such exceptions.
- d) Procedures for the undergrounding process, including but not limited to coordination with city projects and provisions to ensure compliance with non-discrimination requirements under the law.
- e) A financing plan for funding of the incremental costs, if the city determines that it will finance some of the undergrounding costs, and a determination and verification of the claimed additional costs to underground incurred by the utility.
- f) Penalties or other remedies for failure to comply with the undergrounding.

Subd. 9. Developer responsibility. Owners, platters, or developers are responsible for complying with the requirements of this subsection, and prior to final approval of any plat or development plan, must submit to the director written instruments from the appropriate right-of-way users showing that all necessary arrangements with those users for installation of the facilities have been made.

835.49. Location and relocation of facilities. Subdivision 1. Rule. Placement, location, and relocation of facilities must comply with the Act, with other applicable law, and with Minnesota Rules 7819.3100, 7819.5000 and 7819.5100, to the extent the rules do not limit authority otherwise available to cities.

Subd. 2. Relocation schedule notification procedure. The director shall notify the utility owner at least three months in advance of the need to relocate existing facilities so the owner can determine if relocation or replacement is required and plan any required work. The director shall provide a second notification to the owner one month before the owner needs to begin the relocation and the date by which the relocation must be completed. To the extent technically feasible, all utilities shall be relocated

within one month or in a time frame determined by the director. The director may allow a different schedule if it does not interfere with the city's project. The utility owner shall diligently work to relocate the facilities within the above schedule.

Subd. 3. Delay to city project. **If the owner fails to meet the relocation schedule due to circumstances within the utility's control, the** city may charge the utility owner for all costs incurred by the city because the relocation is not completed in the scheduled timeframe.

Subd. 4. Joint Trenching. All facilities must be placed in appropriate portions of right-of-way so as to cause minimum conflict with other underground facilities. When technically appropriate and no safety hazards are created, all utilities must be installed, constructed or placed within the same trench. Notwithstanding the foregoing, gas and electric lines shall be placed in **conformance with Minnesota Rules 7819.5100, subpart 2, governing safety standards.**

Subd. 5. Corridors. The city may assign a specific area within the right-of-way, or any particular segment thereof as may be necessary, for each type of facilities that are or, pursuant to current technology, the city expects will be located within the right-of-way. All excavation, obstruction, or other permits issued by the city involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue. A typical crossing section of the location for utilities may be on file at the director's office. This subdivision is not intended to establish "high density corridors".

Subd. 6. Prior location of facilities. A registrant who has facilities in the right-of-way in a position at variance with the corridors established by the city may remain at that location until the city requires facilities relocation to the corridor pursuant to relocation authority granted under Minnesota Rules part 7819.3100 or other applicable law.

Subd. 7. Limitation of space. To protect the public health, safety, and welfare or when necessary to protect the right-of-way and its current use, the city may prohibit or limit the placement of new or additional facilities within the right-of-way. In making such decisions, the city will strive to the extent possible to accommodate all existing and potential users of the right-of-way, but will be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future city plans for public improvements and development projects that have been determined to be in the public interest.

835.51. Pre-excavation facilities location. In addition to complying with the requirements of Minnesota Statutes 216D.01-.09 ("One Call Excavation Notice System") before the start date of any right-of-way excavation, each registrant who has facilities or equipment in the area to be excavated is responsible to mark the horizontal placement of the facilities, to the extent technically feasible. To the extent its records contain such information, each registrant must provide information regarding the approximate vertical location of their facilities to excavators upon request. Nothing in this subsection is meant to limit the rights, duties and obligations of the facility owners or excavators as set forth in Minnesota Statutes, Section 216D.01-.09.

835.53. Interference By other facilities. When the city does work in the right-of-way in its governmental right-of-way management function and finds it necessary to maintain, support, or move a registrant's facilities to carry out the work without damaging registrant's facilities, the city must notify the local representative as early as is reasonably possible. The city costs associated therewith will be billed to that registrant and must be paid within 30 days from the date of billing. Each registrant shall be responsible for the cost of repairing any facilities in the right-of-way which it or its facilities damages.

835.55. Right-of-way vacation – reservation of right. Subdivision 1. Reservation of right. If the city vacates a right-of-way that contains the equipment of a registrant, and if the vacation does not require the relocation of registrant facilities and equipment, the city will reserve, to and for itself and all registrants having facilities and equipment in the vacated right-of-way, the right to install, maintain and

operate any facilities and equipment in the vacated right-of-way and to enter upon such right-of-way at any time for the purpose of reconstruction, inspecting, maintaining or repairing the same.

Subd. 2. Relocation of equipment. If the vacation requires the relocation of registrant facilities and equipment; and (i) if the vacation proceedings are initiated by the registrant, the registrant must pay the relocation costs; or (ii) if the vacation proceedings are initiated by the city, the registrant must pay the relocation costs unless otherwise agreed to by the city and the registrant; or (iii) if the vacation proceedings are initiated by a person or persons other than the registrant or permit holder, such other person or persons must pay the relocation costs.

835.57. Indemnification and liability. By registering with the city, or by accepting a permit under this section, a registrant or permittee agrees to defend and indemnify the city in accordance with the provisions of Minnesota Rule 7819.1250.

835.59. Abandoned facilities. Subdivision 1. Discontinued operations. A registrant who has decided to discontinue all or a portion of its operations in the city must provide information satisfactory to the city that the registrant's obligations for its facilities in the right-of-way under this Section have been lawfully assumed by another registrant.

Subd. 2. Removal. Any registrant who has abandoned facilities in any right-of-way shall remove them from that right-of-way pursuant to Minnesota Rule Part 7819.3300, unless the requirement is waived by the director.

835.61. Appeal. A right-of-way user that: (i) has been denied registration; (ii) has been denied a permit; (iii) has had permit revoked; or (iv) believes that the fees imposed are not in conformity with Minnesota law may have the denial, revocation, or fee imposition reviewed, upon written request, by the city council. The city council must act on a timely written request at its next regularly scheduled meeting provided the right-of-way user has submitted its appeal with sufficient time to include the appeal as a regular agenda item. A decision by the city council affirming the denial, revocation, or fee imposition will be in writing and supported by written findings establishing the reasonableness of the decision.

835.63. Reservation of regulatory and police powers. A permittee's or registrant's rights are subject to the regulatory and police powers of the city to adopt and enforce general ordinances necessary to protect the health, safety and welfare of the public.

835.65. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Section is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion is to be deemed a separate, distinct, and independent provision and such holding is not to affect the validity of the remaining portions thereof. If a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that any permit, right or registration issued under this section or any portions of this section is illegal or unenforceable, then any such permit, right or registration granted or deemed to exist hereunder is to be considered as a revocable permit with a mutual right in either party to terminate without cause upon giving 60 days written notice to the other. The requirements and conditions of such a revocable permit is to be the same requirements and conditions as set forth in the permit, right or registration, respectively, except for conditions relating to the term of the permit and the right of termination. Nothing in this section precludes the city from requiring a franchise agreement with the applicant, as allowed by law, in addition to requirements set forth herein.

Section 2. This ordinance is effective upon its passage and publication.

CITY OF SANDSTONE, MINNESOTA

ORDINANCE NO. 17-\_\_\_\_\_

(Summary Publication)

THE CITY COUNCIL OF THE CITY OF SANDSTONE ORDAINS:

Section 1. The City has duly adopted Ordinance No. 17-\_\_\_\_\_ entitled

AN ORDINANCE

AMENDING CHAPTER VIII, SECTION 835 OF THE SANDSTONE CITY CODE REGARDING  
RIGHT-OF-WAY MANAGEMENT RELATED TO SMALL CELLS

Section 2. The City Council has reviewed the following summary of the ordinance and approved its publication in accordance with Minnesota Statutes Section 412.191, subdivision 4.

Section 3. Summary of Ordinance No. 17-\_\_\_\_\_

The Ordinance amends the City's right-of-way management ordinance to include additional regulations related to the implementation of small cell technologies. The Ordinance provides new definitions, additional procedural guidelines for processing small cell permit applications, and other provisions related to such implementation. These changes comply with a recently enacted state law and only affect those right-of-way users which seek to deploy small cell technologies.

Section 4. Copies available. The complete text of the Ordinance is available for inspection at the office of the City Administrator. A copy of the Ordinance is also posted at the Sandstone Public Library, 117 Fourth Street, Sandstone, Minnesota.

Section 5. Ordinance No. 17-\_\_\_\_\_ is effective upon the day following publication of this Summary.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

**CITY OF SANDSTONE**  
**Memorandum**

**TO:** Mayor and City Council  
**FROM:** Kathy George, City Administrator  
**DATE:** October 18, 2017  
**SUBJECT:** Landscaping Quotes – Water Treatment Plant

**BACKGROUND:** Craige Hiler, People’s Service, received the following quotes for landscaping work at the Water Treatment Plant:

MPJ Enterprises: \$3,565.00  
Elliott’s Lawncare & Landscaping: \$6,077.50

**ATTACHMENTS** Two Quotes as noted

**STAFF RECOMMENDATION:** Review & approve quote from MPJ Enterprises

**ACTION REQUIRED:** Motion \_\_\_\_\_, second \_\_\_\_\_  
Approved \_\_\_\_\_ Denied \_\_\_\_\_ Other \_\_\_\_\_



**Elliott's Lawncare & Landscaping LLC**  
Dawn and Elliott Golly  
P O Box 307, Hinckley, MN 55037  
(320) 630-6827      [elliottslawncare@msn.com](mailto:elliottslawncare@msn.com)

June 27th, 2016

City of Sandstone  
Attn: City Administrator

City Administrator,

Thank you for the opportunity to bid your landscaping project.

Our bid includes installing fabric and building up rock along west side of pump house for drainage away from building. We will also put fabric and rock to adjoining building to prevent shrub and weeds from growing. In addition, we will install a rock border along sidewalk on north side of water filtration building. We will use larger rock on property to reduce cost along with smaller rock we will haul in. The price to do this is \$6077.50.

We are fully insured and can provide references upon request.

Please call me with any questions or to reserve your place on our schedule.

Thank you,



Elliott Golly

**CITY OF SANDSTONE**  
**Memorandum**

**TO:** Mayor and City Council  
**FROM:** Kathy George, City Administrator  
**DATE:** October 18, 2017  
**SUBJECT:** Fire Department Radios/Charging Station

**BACKGROUND:** The Fire Department found a very good price for a set of 6 Motorola XTS1500 Radios with a charging station for \$1,299.99. This item is on the 2018 Capital Improvement Plan.

The Fire Department does have funds to cover this purchase in 2017 – Non-Capital Equipment line item.

**ATTACHMENTS** Information on Purchase

**STAFF RECOMMENDATION:** Approve purchase as proposed

**ACTION REQUIRED:** Motion \_\_\_\_\_, second \_\_\_\_\_  
Approved \_\_\_\_\_ Denied \_\_\_\_\_ Other \_\_\_\_\_

**SET OF 6 MOTOROLA XTS1500 RADIOS WITH CHARGER H66UCD9PW58N**

Item condition: Used

Quantity:  9 available / 3 sold

Price: **US \$1,299.99**  
From \$61 for 24 months\*

**Buy it Now**

**Add to cart**

16 watching

**25 inquiries** 30-day returns Experienced seller

Shipping: **\$35.00** Economy Shipping | See details  
Item location: Milwau, Wisconsin, Oregon, United States  
Ships to: United States and many other countries | See details

Delivery: Estimated between **Wed, Oct. 11** and **Tue, Oct. 24**

Payments: **PayPal** **VISA** **MasterCard** **Discover** **Apple Pay**  
Credit Cards processed by PayPal

Seller information  
buythink (20029)   
99.2% Positive feedback

Save this Seller  
Visit store: buythink  
See other items

Add to watch list



Non-Capital Equipment line item  
 A low budget  
 0 Spent so far

**CITY OF SANDSTONE  
PLANNING COMMISSION  
October 11, 2017**

**CALL TO ORDER**

Members present: Randy Riley, Rene Stadin, Cassandra Linder, Steve Palmer  
Members absent: Reese Frederickson, Andrew Spartz, Cassie Gaede  
Staff present: Administrator Kathy George  
Others: None

Chair Riley called the meeting to order at 7:00 p.m. Steve Palmer was welcomed as the newly-appointed member of the Planning Commission.

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

**MINUTES – Motion Riley, second Linder, to approve the minutes from the August 9, 2017 and the September 13, 2017 Planning Commission meetings as presented. Motion passed 4-0.**

**PRESENTATIONS:** None

**PUBLIC HEARINGS:** None

**OLD & CONTINUING BUSINESS:**

- A. Comprehensive Plan Update – The Public Hearing was held September 13<sup>th</sup>. Input was received from the attendees. Staff recommends setting a joint meeting between the Planning Commission and the City Council to review the October 6<sup>th</sup> draft document. **Motion Palmer, second Stadin, to set a joint meeting with the City Council for Wednesday, November 8<sup>th</sup>, at 6:00 p.m. Motion passed 4-0.**

**NEW BUSINESS:**

- A. Adult Oriented Businesses – The City Code currently allows Adult Oriented Businesses in the following Zoning Districts:

Central Business District – with a Conditional Use Permit  
Highway Business District – with an Interim Use Permit  
Interchange Business District – with an Interim Use Permit

Staff stated that the City cannot forbid an adult oriented business from locating within the City limits; however, they can designate the Zoning District where they are allowed. The City can also regulate their operation. Commissioners reviewed the Zoning Map and discussed whether or not Adult Oriented Businesses should be allowed in all three of the above-noted business districts.

**After discussion, motion by Linder, second by Palmer, directing staff to pursue placing a moratorium on Adult Oriented Businesses while the City is going through the process of updating the Zoning Code and the various Zoning Districts. Motion passed 4-0.**

- B. City Code 610 – Premises Conducive to High Risk Sexual Conduct – After reviewing this section of the City Code, Commissioners agreed that it is unnecessary. Staff was directed to have the section reviewed by the City Attorney and pursue the process of rescinding it.
  
- C. Chickens – Staff is aware of some property owners who are keeping chickens on their property. Keeping chickens has become more popular as people look for more natural ways to provide food for their families. Many cities have taken steps to allow for the keeping of chickens, under certain circumstances and with certain rules and regulations. After discussion, Commissioners directed Staff to prepare a draft ordinance for their consideration.

**OTHER:** The Commission was advised that the Hospital has petitioned the City to adopt a Heliport Zoning Code. A public hearing will be held at the November 8<sup>th</sup> Planning Commission meeting to consider the draft ordinance.

**ADJOURN: Motion Linder, second Stadin, to adjourn. Motion passed 4-0. Time 7:35 p.m.**

Respectfully Submitted,  
Kathy George, City Administrator

## PARK AND RECREATION COMMISSION

### MEETING MINUTES

Friday, October 13, 2017

**Members present:** Dave Barsness, Dorothy Dybvig, Karry White, Mary Franklin

**Members absent:** Tesla Chester; Council Liaison Tim Franklin

**Staff Present:** Administrator Kathy George, Streets & Park Supervisor John Mikrot

**Guests:** Tony Vavricka, Evan Yingst

Chair Barsness called the meeting to order at 8:15 a.m.

#### Agenda

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

#### Minutes

One correction was made to the September 8<sup>th</sup> meeting minutes. **Motion White, second Dybvig, to approve the minutes of the September 8, 2017 meeting, with the noted correction. Motion passed 4-0.**

#### New Business

- A. Evan Yingst – Boy Scouts Winter Camping – Evan Yingst was present on behalf of the Boy Scouts of America. He is responsible for planning and organizing winter camping for the Boy Scouts. Yingst stated that the Boy Scouts have an interest in ice climbing and have constructed their own make-shift climbing feature. He saw a video of ice climbing at Robinson Park and also has some friends who have visited the park. He would like to incorporate a visit to Robinson Park for ice climbing during the Boy Scouts winter camping events. Typically, the Scouts camp at their St. Cloud property. He envisions a day trip, being mindful of not interfering with other climbing activity/events that may be taking place in Robinson Park.

Vavricka reported that the Winter Climbing Fest is being planned for January 5-6-7. Otherwise, the park is available for all to use. Vavricka suggested Yingst plan on using 3 or 4 ropes so that climbing is available for others. There are no fees; however, donations to either the City or the MN Climbers Association are always appreciated. Yingst stated that as part of their insurance coverage they would have a Certified Level 2 Climber on site.

Commission Members were very supportive of the Boy Scouts exploring Robinson Park and all that it has to offer.

- B. Boy Scout Camp July 13-15, 2018 – The City was contacted by Jim Gerling, Troop 3327, who would like to bring about 30 people to camp at Robinson Park July 13-15, 2018. They will provide portable toilets and have offered to perform work at the park in lieu of fees. Vavricka noted that they contacted him as well, planning to do some rafting.

Commission Members again were supportive of this event. Gerling should submit a Special Event Permit and will need to adhere to the following:

- 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 also be made aware of the event. Camping will still be made available to the public at the three designated camp sites.

The Park Commission would like the following items completed by City Staff:

- "Restricted Area" signage to prevent vehicles from going through environmentally sensitive areas;
- Rope off the stage area, with signage "Please Respect this Historically Significant artifact".

These items were discussed in preparation for the Sandstone Climber's Fest, which ended up being canceled. However, it would be beneficial to place this signage and rope off the stage area to protect the park and to prevent injury.

- C. Work Day at Robinson Park – Barsness reported that he is organizing a work day on October 28<sup>th</sup> for brushing and clearing at Robinson Park from 9:00 a.m. – noon. White will put a notice in the newspaper. The City will provide refreshments.
- D. November Meeting Date – City Hall will be closed on Friday, November 10<sup>th</sup> in recognition of Veterans Day; therefore, the Commission decided to meet on Thursday, November 9<sup>th</sup> at 8:00 a.m. at Sprouts Restaurant.

### **Continuing Business**

- A. Angle Park – The Application for the Purchase of Land has been submitted to BNSF. Cathy Clune with BNSF was out to view the property. She is completing her assessment and then will circulate the request to the proper BNSF authorities for a determination.
- B. Gin Pole – Mikrot is getting quotes to repair the base with cast-in-place concrete.
- C. Bicycle/Pedestrian Trail – Very preliminary cost estimate to mill and overlay the 1.6 mile segment of trail is \$150,000. In discussing this with the County Engineer, the County may be willing to add this repair to a road project they are planning in 2019, especially if the City is able to contribute \$40,000 to the cost. Discussions will continue.
- D. Hockey & Ice Rink Update – The hockey liner has been received. Waiting to hear from Ross Degerstrom on the work he will be doing to the rink.
- E. Lions Hill rink – Staff has asked Ross Degerstrom for a quote to level off the ground, but haven't received one. A quote has been received from Mike Johnson for \$1,250 to level the rink and add clay material. **Motion by White, second by Dybvig, to recommend the City Council accept the quote from Mike Johnson. Motion passed 4-0.**
- F. Stage at Robinson Park – Mikrot is getting quotes to (1) repair what's there, or (2) build a new stage over the existing structure.

- G. Park Land Swap – Old Tennis Courts – Staff is working through the process to swap one of the softball field lots in exchange for the old tennis courts.
- H. Legacy Grant – Leaha Jackson is working with Candace at WSB on the application. They are looking into any hours or money that’s been put into the park in the last year (to use as matching). The 2018 City budget includes \$20,000 towards matching funds, bringing the total match available to \$40,000 (2017 amount + 2018 amount). Applications are accepted any time; however, the cut off for consideration is in July. Commission Members discussed the priorities for the grant and whether or not a smaller amount could be requested that would line up with the \$40,000 match that is available. Since there is time before the application must be submitted, it was decided to review the current proposed application at the November Park Commission meeting.

White noted that there is a grant available from Game Time for playground equipment. Perhaps this is an option for the playground that is being discussed near Robinson Park. Staff will take a look at it.

- I. Park Commission Membership – The City Council approved the change from 10 members down to 7, with one being a student and one not necessarily being a resident, but they must be a property owner. The ad is published and posted, with applications due October 20<sup>th</sup>.

Tony Vavricka expressed interest in joining the Park & Rec Commission. **Motion by Barsness, second by Dybvig, to recommend the City Council appoint Tony Vavricka to the Park & Rec Commission. Motion passed 4-0.**

- J. Rink Maintenance & Warming House Attendant – Council approved the combination job description. The ad is published and posted, with applications due October 20<sup>th</sup>.

- K. Doggie Waste Station – has been ordered and will be installed soon.

- L. Camping Registrations – There were 8 registrations for 10 days of camping during the month of September.

- M. Park Inspection Forms – Staff prepared inspection forms for each park. Each Commission Member chose a park that they would perform the inspection on. It was decided that inspections should be done monthly, prior to the Commission Meeting so that items/issues could be discussed at the meeting. Following is a breakdown of each park and who will inspect:

Robinson Park – Dave Barsness  
Johnson Park – Mary Franklin  
Angle Park – Kathy George  
Train Park – Dorothy Dybvig  
Softball Field – Karry White  
Lions Hill – Tony Vavricka

- N. 2018 Proposed Budget – The Council would like the Commission to set a budget for the \$10,000 allocated to Community Events. Commission Members agreed to the following:

Other Events	\$6,500
Neighborhood Night Out	\$1,000
Spring Clean Up	\$ 500
Arts in the Park	\$2,000

Lights/Ice at Robinson Park can fall under Maintenance. St. Croix Scenic Byway and Heritage Area can fall under “Other Events”. This recommendation will be relayed to the City Council for approval.

**Adjournment**

**Motion Dybvig, second White to adjourn the meeting at 9:15 a.m.**

Respectfully submitted,  
Kathy George, City Administrator

**MPJ Enterprises, LLC**

41 Division Street  
 PO Box 684  
 Sandstone MN 55072

**Estimate**

Date

9/26/2017

**Thank you for letting us give you an estimate on your project!**

City of Sandstone  
 PO Box 641  
 Sandstone, MN 55072

Project Description	Estimate #
	2021

Terms	Estimate good until	Project		
Net 15 days	10/11/2017	Skate Rink Lions Hill		
		Qty	Cost	Total
Level skating rink (Lion Hills) Clay Material			800.00 450.00	800.00 450.00

<b>Subtotal</b>	\$1,250.00
<b>Sales Tax (7.375%)</b>	\$0.00
<b>Total</b>	\$1,250.00

**NOTICE: Bonding not included unless noted above.**  
 Prices are subject to change due to fuel costs.  
 Work to be done as weather and scheduling permits.  
 Should you have any questions about this estimate, please feel free to give us a call.  
 A Finance Charge of 1.5% per month (18% annually) will be charged on all past due accounts.  
 Any expenses incurred by MPJ Enterprises, LLC for the collection of unpaid bills or a breach of contract (including collection costs and attorney fees) will be the responsibility of the customer.

Phone # 320-245-5127 Fax # 320-245-5288 Accepted By & Date \_\_\_\_\_

**CASH BALANCE, REVENUE & EXPENDITURE REPORT**  
**September 2017**

	<u>9/30/2017</u>	<u>9/30/2017</u>	<u>Budgeted Allocation to Reserve Cash</u>	<u>9/30/2017</u>	<u>9/30/2017</u>
<u>General Operating Funds</u>	<u>Cash</u>	<u>Investments</u>		<u>YTD Revenues</u>	<u>YTD Expenditures</u>
General Fund	\$ 1,116,436		\$ 2,500	\$ 643,816	\$ 775,996
Cemetery Perpetual Care	\$ 95,803	\$ 23,549		\$ 1,572	\$ -
PFA Water GO Bond	\$ 4,134			\$ 26,040	\$ 25,561
GO Refunding Bond 2009A	\$ 46,053			\$ 38,464	\$ 53,805
GO Bond 2009B	\$ 58,543			\$ 16,791	\$ 27,844
Lease Purchase \$340,000	\$ 2,257			\$ 31,060	\$ 31,101
2012A Refinance \$405,000	\$ 84,362			\$ 26,319	\$ 39,518
2015A GO Temp Improvement	\$(1,208,946)			\$ 2	\$ 1,218,000
Capital Projects Fund	\$ 564,288		\$ 2,500	\$ 258,511	\$ 71,712
TIF KC Companies	\$ (4,106)			\$ -	\$ -
Tax Abatement	\$ (2,010)			\$ 1,083	\$ 3,093
Medical and Business Park	\$ 739,927			\$ -	\$ 86,313
EDA Public Works Grant	\$ (777,426)			\$ 332,700	\$ 776,375
Water Fund	\$ 180,401		\$ 11,700	\$ 182,015	\$ 124,163
Sewer Fund	\$ 261,924		\$ 12,000	\$ 270,544	\$ 76,894
Storm Water Fund	\$ 163,276			\$ 32,005	\$ 8,765

	<u>9/30/2017</u>	<u>9/30/2017</u>	<u>Budgeted Allocation from General Operating Cash</u>	<u>9/30/2017</u>
<u>Reserve Funds</u>	<u>Cash</u>	<u>Investments</u>		<u>YTD Expenditures</u>
General Fund Restricted	\$ 48,171			
General Fund Reserve	\$ 99,362		\$ 2,500	
Fire Equipment	\$ 189,422			\$ 27,094
Fire Capital & Building	\$ 87,996			\$ 2,748
Capital & Building	\$ 29,348		\$ 2,500	
Capital Public Works	\$ 15,921			
Equipment Public Works	\$ 51,768			
Sewer Rodder	\$ 41,859			
Water Equipment	\$ 207,375			
Water Capital & Building	\$ 25,334		\$ 11,700	\$ -
Sewer Equipment	\$ 82,459	\$2,554,091		
Sewer Capital & Building	\$ 97,955		\$ 12,000	\$ -
<b>AYM RESTRICTED CASH</b>	\$ 112,136			

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

## Vendor Approval Summary Report

COUNCIL 10/4/17

Date: 10/05/2017

Time: 9:00 am

Page: 1

City of Sandstone

Vendor Name	Vendor Number	Check Amount	Hand Check Amount
AMERICAN SOLUTIONS FOR BUSINES	A0034	353.97	0.00
TESLA CHESTER	A0069	150.00	0.00
AT&T MOBILITY	A0070	77.21	0.00
ADT	A0072	70.05	0.00
CONSTELLATION NEWENERGY	C0054	125.82	0.00
CHISAGO CO HRA-EDA	C0078	200.00	0.00
COG WASTE DEPOT	D0065	199.99	0.00
EAST CENTRAL ENERGY	E0003	42.72	0.00
PHILERS & ASSOCIATES, INC.	E0004	3,400.00	0.00
GATEWAY FAMILY HEALTH CLINIC	G0006	135.00	0.00
GATHY GEORGE	G0056	227.00	0.00
KENNEDY & GRAVEN	K0002	1,624.00	0.00
MINNESOTA POWER	M0002	2,175.81	0.00
MTI DISTRIBUTING, INC.	M0022	359.67	0.00
MPJ ENTERPRISES, LLC	M0035	2,700.00	0.00
MIN DNR ECO & WATER RESOURCES	M0107	2,000.00	0.00
PEOPLESERVICE, INC.	P0002	10,102.52	0.00
POSTMASTER	P0010	114.60	0.00
ENTURYLINK	Q0003	352.83	0.00
ARRIE RICHARDSON	R0039	300.00	0.00
CITY OF SANDSTONE	S0002	586.41	0.00
SANDSTONE ACE HARDWARE	S0010	271.19	0.00
HORT ELLIOTT HENDRICKSON CORP	S0014	5,244.02	0.00
SANDSTONE NAPA	S0049	29.27	0.00
DAKOTA COUNTY TREASURER-AUDITOR	T0001	9,820.41	0.00
<b>Grand Total:</b>		<b>40,662.49</b>	<b>0.00</b>

**INVOICE APPROVAL LIST BY FUND REPORT**  
COUNCIL 10/18/2017

Date: 10/13/2017  
Time: 12:13 pm  
Page: 1

City of Sandstone

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
<b>Fund: 101 General Fund</b>							
<b>Dept: 07-000 Miscellaneous Reve</b>							
101-07-000-000-3626	Park rent SANDSTONE PETRO PLUS	102017	CAMPING REGISTRATION	0	10/18/2017	10/18/2017	8.00
							<b>8.00</b>
<b>Total Dept. Miscellaneous Revenue:</b>							<b>8.00</b>
<b>Dept: 10-130 Executive</b>							
101-10-130-000-4131	Health Insur: I.U.O.E. LOCAL 49 H & W FU	102017	INS PREMIUM	0	10/18/2017	10/18/2017	2,208.50
							<b>2,208.50</b>
101-10-130-000-4210	General Ope CHRIS' FOOD CENTER	102017	GENERAL SUPPLIES	0	10/18/2017	10/18/2017	16.92
	KETTLE RIVER GRAFIX	48895	SIGNS/WTR&SWR	0	10/18/2017	10/18/2017	15.94
	METRO SALES	904550	RICOH LEASE	0	10/18/2017	10/18/2017	353.60
	NORTHERN BUSINESS PRO	204263	BATHROOM PAPER PRODUCT	0	10/18/2017	10/18/2017	221.91
	OFFICE DEPOT	964981107001	GENERAL SUPPLIES	0	10/18/2017	10/18/2017	123.75
							<b>732.12</b>
101-10-130-000-4300	Professional NORTHVIEW BANK	102017	COMPRESSOR/LIGHTS	0	10/18/2017	10/18/2017	29.45
							<b>29.45</b>
101-10-130-000-4321	Telephone CENTURYLINK	102017	PHONE UTILITY	0	10/18/2017	10/18/2017	7.69
	CENTURYLINK	102017	PHONE UTILITY	0	10/18/2017	10/18/2017	23.20
							<b>30.89</b>
101-10-130-000-4322	Postage POSTMASTER	102017	FOREVER STAMP REPLENSIH	0	10/18/2017	10/18/2017	45.00
							<b>45.00</b>
101-10-130-000-4351	Notices & Pl PINE COUNTY COURIER	102017	MINUTES/JOB POSTINGS	0	10/18/2017	10/18/2017	296.28
							<b>296.28</b>
101-10-130-000-4433	Dues and St LEAGUE OF MINNESOTA CI	2017	APMP DUES	0	10/18/2017	10/18/2017	30.00
							<b>30.00</b>
101-10-130-000-4437	Schools & C NEWY/LOIS//	9292017	MILEAGE REIMBURSEMENT	0	10/18/2017	10/18/2017	223.08
							<b>223.08</b>
101-10-130-000-4580	Equipment NORTHVIEW BANK	102017	COMPRESSOR/LIGHTS	0	10/18/2017	10/18/2017	-429.49
							<b>-429.49</b>
<b>Total Dept. Executive:</b>							<b>3,165.83</b>
<b>Dept: 10-150 Financial Administr:</b>							
101-10-150-000-4131	Health Insur: I.U.O.E. LOCAL 49 H & W FU	102017	INS PREMIUM	0	10/18/2017	10/18/2017	953.55
							<b>953.55</b>
101-10-150-000-4351	Notices & Pl PINE COUNTY COURIER	102017	MINUTES/JOB POSTINGS	0	10/18/2017	10/18/2017	31.43
							<b>31.43</b>
<b>Total Dept. Financial Administration:</b>							<b>984.98</b>
<b>Dept: 10-191 Planning and Zonin:</b>							
101-10-191-000-4300	Professional						

**INVOICE APPROVAL LIST BY FUND REPORT**  
COUNCIL 10/18/2017

Date: 10/13/2017  
Time: 12:13 pm  
Page: 2

City of Sandstone

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	WSB & ASSOCIATES	10159-3	COMP PLAN/ZONING	0	10/18/2017	10/18/2017	1,923.25
							<b>1,923.25</b>
						<b>Total Dept. Planning and Zoning:</b>	<b>1,923.25</b>
<b>Dept: 10-194 Buildings &amp; Ground</b>							
101-10-194-000-4300	Professional DOUBLE W TREE SERVICE	102017	309 PARK AVE TREES	0	10/18/2017	10/18/2017	1,000.00
	PHASE	37869	MOWING	0	10/18/2017	10/18/2017	80.25
	SUMMIT COMPANIES	121481	FIRE ALARM INSP	0	10/18/2017	10/18/2017	325.00
							<b>1,405.25</b>
101-10-194-000-4381	Electric Utilit MINNESOTA POWER	102017-2	ELECTRIC UTILITY	0	10/18/2017	10/18/2017	669.28
							<b>669.28</b>
101-10-194-000-4401	Building Rep LAMPERTS	36224670	REPAIR SUPPLIES	0	10/18/2017	10/18/2017	28.27
	MEI TOTAL ELEVATOR SOLU	723632	YEARLY INSPECTION	0	10/18/2017	10/18/2017	726.23
							<b>754.50</b>
						<b>Total Dept. Buildings &amp; Grounds:</b>	<b>2,829.03</b>
<b>Dept: 10-195 Economic Developn</b>							
101-10-195-000-4300	Professional PHASE	37869	MOWING	0	10/18/2017	10/18/2017	86.25
							<b>86.25</b>
						<b>Total Dept. Economic Development:</b>	<b>86.25</b>
<b>Dept: 10-197 Business Park</b>							
101-10-197-000-4381	Electric Utilit MINNESOTA POWER	102017-2	ELECTRIC UTILITY	0	10/18/2017	10/18/2017	12.36
							<b>12.36</b>
						<b>Total Dept. Business Park:</b>	<b>12.36</b>
<b>Dept: 15-220 Fire</b>							
101-15-220-000-4131	Health Insur I.U.O.E. LOCAL 49 H & W FU	102017	INS PREMIUM	0	10/18/2017	10/18/2017	124.75
							<b>124.75</b>
101-15-220-000-4207	Training & In PINE TECHNICAL COLLEGE	40553	FIRE TRAINING	0	10/18/2017	10/18/2017	600.00
							<b>600.00</b>
101-15-220-000-4210	General Ope MUNICIPAL EMERGENCY SE	1166464	SIGHT SYSTEM/HELMET REPF	0	10/18/2017	10/18/2017	1,582.51
							<b>1,582.51</b>
101-15-220-000-4212	Motor Fuels SANDSTONE PETRO PLUS	10/2017	GAS	0	10/18/2017	10/18/2017	58.03
							<b>58.03</b>
101-15-220-000-4300	Professional MEDTOX LABORATORIES IN	9201740020	TOX TEST	0	10/18/2017	10/18/2017	42.11
							<b>42.11</b>
101-15-220-000-4321	Telephone CENTURYLINK	102017	PHONE UTILITY	0	10/18/2017	10/18/2017	3.99
							<b>3.99</b>
101-15-220-000-4381	Electric Utilit MINNESOTA POWER	102017-2	ELECTRIC UTILITY	0	10/18/2017	10/18/2017	239.02

**INVOICE APPROVAL LIST BY FUND REPORT**  
COUNCIL 10/18/2017

Date: 10/13/2017  
Time: 12:13 pm  
Page: 3

City of Sandstone

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							<b>239.02</b>
101-15-220-000-4401	Building Rep NORTHVIEW BANK	102017	COMPRESSOR/LIGHTS	0	10/18/2017	10/18/2017	569.00
							<b>569.00</b>
101-15-220-000-4404	Machiner & I NORTHVIEW BANK	102017	COMPRESSOR/LIGHTS	0	10/18/2017	10/18/2017	157.28
							<b>157.28</b>
						<b>Total Dept. Fire:</b>	<b>3,376.69</b>
<b>Dept: 20-300 Public Works Adm</b>							
101-20-300-000-4131	Health Insur I.U.O.E. LOCAL 49 H & W FU	102017	INS PREMIUM	0	10/18/2017	10/18/2017	1,930.50
							<b>1,930.50</b>
101-20-300-000-4152	Unemploym MINNESOTA UI FUND	11524614	BENEFITS PAID	0	10/18/2017	10/18/2017	25.68
							<b>25.68</b>
101-20-300-000-4207	Training & In NORTHVIEW BANK	102017	COMPRESSOR/LIGHTS	0	10/18/2017	10/18/2017	25.00
							<b>25.00</b>
101-20-300-000-4210	General Ope AUTO VALUE MORA	16183943	SHOP PARTS	0	10/18/2017	10/18/2017	22.70
							<b>22.70</b>
101-20-300-000-4212	Motor Fuels SANDSTONE PETRO PLUS	10/2017	GAS	0	10/18/2017	10/18/2017	538.96
							<b>538.96</b>
101-20-300-000-4220	Repair & Ma CHRIS' FOOD CENTER	102017	GENERAL SUPPLIES	0	10/18/2017	10/18/2017	16.51
							<b>16.51</b>
101-20-300-000-4225	Street Signs EARL F ANDERSEN	115830	LUNDORFF ST SIGNS	0	10/18/2017	10/18/2017	670.33
							<b>670.33</b>
101-20-300-000-4321	Telephone CENTURYLINK	102017	PHONE UTILITY	0	10/18/2017	10/18/2017	4.56
							<b>4.56</b>
101-20-300-000-4352	Advertising PINE COUNTY COURIER	102017	MINUTES/JOB POSTINGS	0	10/18/2017	10/18/2017	348.75
							<b>348.75</b>
101-20-300-000-4404	Machiner & I DRILLING ELECTRIC LLC	9242017	STREET LIGHT REPAIR	0	10/18/2017	10/18/2017	6,005.00
							<b>6,005.00</b>
101-20-300-000-4499	Miscellaneous GOPHER STATE ONE-CALL	7090699	SEPT LOCATES	0	10/18/2017	10/18/2017	14.85
							<b>14.85</b>
						<b>tl Dept. Public Works Administration:</b>	<b>9,602.84</b>
<b>Dept: 20-346 Street Lighting</b>							
101-20-346-000-4381	Electric Utilit MINNESOTA POWER	102017-2	ELECTRIC UTILITY	0	10/18/2017	10/18/2017	2,363.85
							<b>2,363.85</b>
						<b>Total Dept. Street Lighting:</b>	<b>2,363.85</b>

**INVOICE APPROVAL LIST BY FUND REPORT**  
COUNCIL 10/18/2017

Date: 10/13/2017  
Time: 12:13 pm  
Page: 4

City of Sandstone

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
<b>Dept: 25-520 Parks Maintenance</b>							
101-25-520-000-4210	General Ope KETTLE RIVER GRAFIX LAMPERTS	48895 36224670	SIGNS/WTR&SWR REPAIR SUPPLIES	0 0	10/18/2017 10/18/2017	10/18/2017 10/18/2017	7.00 61.95
							<b>68.95</b>
101-25-520-000-4300	Professional PHASE	37869	MOWING	0	10/18/2017	10/18/2017	90.25
							<b>90.25</b>
101-25-520-000-4351	Notices & Pt PINE COUNTY COURIER	102017	MINUTES/JOB POSTINGS	0	10/18/2017	10/18/2017	148.40
							<b>148.40</b>
101-25-520-000-4381	Electric Utilit MINNESOTA POWER	102017-2	ELECTRIC UTILITY	0	10/18/2017	10/18/2017	79.74
							<b>79.74</b>
101-25-520-000-4383	Gas Utilities MN ENERGY RESOURCES C	102017	GAS UTILITY	0	10/18/2017	10/18/2017	25.55
							<b>25.55</b>
101-25-520-000-4403	Improvemen BLUE LAKE PLASTICS	13963	RINK LINER	0	10/18/2017	10/18/2017	1,500.00
							<b>1,500.00</b>
							<b>Total Dept. Parks Maintenance: 1,912.89</b>
<b>Dept: 25-550 Library</b>							
101-25-550-000-4210	General Ope COWBOYS & INDIANS LAKE SUPERIOR MAGAZINE NATIONAL GEOGRAPHIC SMITHSONIAN	2017 2017 2017 2017	SUBSCRIPTION RENEWAL SUBSCRIPTION RENEWAL SUBSCRIPTION RENEWAL SUBSCRIPTION RENEWAL	0 0 0 0	10/18/2017 10/18/2017 10/18/2017 10/18/2017	10/18/2017 10/18/2017 10/18/2017 10/18/2017	29.95 24.95 39.00 34.00
							<b>127.90</b>
							<b>Total Dept. Library: 127.90</b>
<b>Dept: 35-000 Cemetery</b>							
101-35-000-000-4212	Motor Fuels SANDSTONE PETRO PLUS	10/2017	GAS	0	10/18/2017	10/18/2017	163.68
							<b>163.68</b>
101-35-000-000-4300	Professional PHASE	37869	MOWING	0	10/18/2017	10/18/2017	136.50
							<b>136.50</b>
							<b>Total Dept. Cemetery: 300.18</b>
<b>Dept: 49-210 Non-Departmental E</b>							
101-49-210-000-4131	Health Insur: I.U.O.E. LOCAL 49 H & W FUI	102017	INS PREMIUM	0	10/18/2017	10/18/2017	409.50
							<b>409.50</b>
101-49-210-000-4300	Professional NELSON/KARA/	92017	MEETING MINUTES	0	10/18/2017	10/18/2017	80.00
							<b>80.00</b>
101-49-210-000-4760	Sandstone P- MN ENERGY RESOURCES C	102017	GAS UTILITY	0	10/18/2017	10/18/2017	19.35
							<b>19.35</b>
101-49-210-000-4816	Web Page C AVENET, LLC	41388	LICENSE MNGMT SYSTEM	0	10/18/2017	10/18/2017	2,085.00

**INVOICE APPROVAL LIST BY FUND REPORT**  
COUNCIL 10/18/2017

Date: 10/13/2017  
Time: 12:13 pm  
Page: 5

City of Sandstone

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							<u>2,085.00</u>
							<b>al Dept. Non-Departmental Expenses: 2,593.85</b>
							<b>Total Fund General Fund: 29,287.90</b>
<b>Fund: 401 Capital Projects Fund</b>							
<b>Dept: 40-450 Capital Account</b>							
401-40-450-000-4543	Street Signs ASI	82314	HOSPITAL SIGN	0	10/18/2017	10/18/2017	864.65
							<u>864.65</u>
							<b>Total Dept. Capital Account: 864.65</b>
							<b>nd Capital Projects Fund: 864.65</b>
<b>Fund: 601 Water Fund</b>							
<b>Dept: 60-911 Water Production/Di</b>							
601-60-911-000-4131	Health Insur: I.U.O.E. LOCAL 49 H & W FUI	102017	INS PREMIUM	0	10/18/2017	10/18/2017	686.35
							<u>686.35</u>
601-60-911-000-4210	General Ope KETTLE RIVER GRAFIX	48895	SIGNS/WTR&SWR	0	10/18/2017	10/18/2017	4.00
							<u>4.00</u>
601-60-911-000-4321	Telephone CENTURYLINK	102017	PHONE UTILITY	0	10/18/2017	10/18/2017	5.96
							<u>5.96</u>
601-60-911-000-4322	Postage POSTMASTER	102017	FOREVER STAMP REPLENSIH	0	10/18/2017	10/18/2017	34.00
							<u>34.00</u>
601-60-911-000-4383	Gas Utilities MN ENERGY RESOURCES C	102017	GAS UTILITY	0	10/18/2017	10/18/2017	206.78
							<u>206.78</u>
601-60-911-000-4499	Miscellaneous RAILROAD MANAGEMENT C	357463	LICENSE FEES	0	10/18/2017	10/18/2017	214.00
							<u>214.00</u>
							<b>Dept. Water Production/Distribution: 1,151.09</b>
							<b>Total Fund Water Fund: 1,151.09</b>
<b>Fund: 602 Sewer Fund</b>							
<b>Dept: 50-950 Sewer Services</b>							
602-50-950-000-4131	Health Insur: I.U.O.E. LOCAL 49 H & W FUI	102017	INS PREMIUM	0	10/18/2017	10/18/2017	686.35
							<u>686.35</u>
602-50-950-000-4210	General Ope KETTLE RIVER GRAFIX	48895	SIGNS/WTR&SWR	0	10/18/2017	10/18/2017	4.00
							<u>4.00</u>
602-50-950-000-4322	Postage POSTMASTER	102017	FOREVER STAMP REPLENSIH	0	10/18/2017	10/18/2017	34.00
							<u>34.00</u>
602-50-950-000-4383	Gas Utilities MN ENERGY RESOURCES C	102017	GAS UTILITY	0	10/18/2017	10/18/2017	29.06
							<u>29.06</u>

**INVOICE APPROVAL LIST BY FUND REPORT**  
 COUNCIL 10/18/2017

Date: 10/13/2017  
 Time: 12:13 pm  
 Page: 6

City of Sandstone

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
602-50-950-000-4499	Miscellaneous RAILROAD MANAGEMENT C	357463	LICENSE FEES	0	10/18/2017	10/18/2017	214.00
							<u>214.00</u>
						<b>Total Dept. Sewer Services:</b>	<b>967.41</b>
						<b>Total Fund Sewer Fund:</b>	<b>967.41</b>
<b>Fund: 603 STORM WATER</b>							
<b>Dept: 50-951 Storm Water Service</b>							
603-50-951-000-4131	Health Insur: I.U.O.E. LOCAL 49 H & W FUI	102017	INS PREMIUM	0	10/18/2017	10/18/2017	175.50
							<u>175.50</u>
603-50-951-000-4322	Postage POSTMASTER	102017	FOREVER STAMP REPLENSIH	0	10/18/2017	10/18/2017	34.00
							<u>34.00</u>
						<b>Total Dept. Storm Water Services:</b>	<b>209.50</b>
						<b>Total Fund STORM WATER:</b>	<b>209.50</b>
						<b>Grand Total:</b>	<b>32,480.55</b>