

SANDSTONE CITY COUNCIL
WEDNESDAY – NOVEMBER 1, 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 18, 2017 – Regular Council Meeting (pgs. 3-6)
 2. October 23, 2017 – Special Council Work Session (pg. 7)
9. Old & Continuing Business
 - A. Right-of-Way Ordinance Amendment (pgs. 8-27)
10. New Business:
 - A. Old Military Rd/Airport Road Project (pgs. 28-32)
 1. Final Payment Request
 2. Close Out & Accept Project
 - B. Agreement for Law Enforcement Services (pgs. 33-41)
 - C. Pine County Historical Society Request (pgs. 42-43)
 - D. Public Works Building Lease Purchase Debt (pg. 44)
 - E. Set Council Work Session (pg. 45)
11. Reports
 - A. Fire Department Relief Association (pg. 46)
 - B. Council Work Session Follow Up – October 23rd Meeting (pg. 47)
 - C. EDA – October 25th Meeting (pgs. 48-50)
 - D. Financial Reports
 1. Vendor Approval Summary Report – October 18, 2017 (Paid Claims) (pg. 51)
 2. A/P Clerk Claims – October 18 through November 1, 2017 (Unpaid Claims) (pgs. 52-57)
12. Written Notices and Communications
13. Administrator’s Report
14. Adjourn

UPCOMING MEETINGS:

October 28 9:00 a.m. - Robinson Park Clean Up Day

October 31 CHAMBER HALLOWEEN PARTY – FIRE HALL

November 1 10:00 a.m. - Rick Nolan/Rick Olseen at City Hall

November 1 6:00 p.m. – City Council Meeting

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

November 9 6:00 p.m. – Law Enforcement Meeting

November 10 VETERANS DAY HOLIDAY – CITY HALL CLOSED

November 15 5:00 p.m. – City Council Work Session

November 15 6:00 p.m. – City Council Meeting

November 22 10:00 a.m. – NLX

November 22 6:00 p.m. – EDA

November 23 & 24 THANKSGIVING HOLIDAY – CITY HALL CLOSED

November 28 6:30 p.m. – Hospital District Meeting

Sandstone City Council Meeting Minutes
October 18, 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: none

PLEDGE OF ALLEGIANCE:

Council, guests and staff recite pledge of allegiance.

ADDITIONS OR CORRECTIONS TO THE AGENDA

Motion Devlin, second Kester to approve the agenda with the removal of 11C-Council Work Session Follow Up and add 10E-set work session date. Motion carried 5-0.

SPECIAL ITEMS OF BUSINESS: none

PETITIONS OR COMPLAINTS BY RESIDENTS AND/OR COUNCIL MEMBERS: none

PUBLIC HEARING: none

CONSENT AGENDA:

Motion Franklin, second Kester to accept the October 4, 2017 meeting minutes. Motion carried 5-0.

OLD & CONTINUING BUSINESS:

Fire Hall Parking Lot

A quote was received from Mike Johnson to build a 40'x70' parking lot using Class 5 materials on the north side of the Fire Hall for \$2,934.00. The funds would come from the Capital Projects Fund – Fire Cap & Building Reserve Cash line item. This request by the fire chief will prevent parking from interfering with the movement of fire trucks.

Motion Franklin, second Devlin to approve having the parking lot built and have other Class 5 work done at the discretion of the administrator. Motion carried 5-0.

Memorandum of Understanding – Midwest Properties of Sandstone, LLC

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. The City has incurred at least \$727.00 to date in attorney's fees over the matter. The staff asked the Attorney to negotiate a Memorandum of Understanding with the Developer to resolve the dispute – neither party owing the other for anything.

Motion Franklin, second Devlin to approve the Memorandum of Understanding with the Developer of the Golden Horizons facility. Motion carried 5-0.

NEW BUSINESS:

Cleaning Services Agreement

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.

Motion Palmer, second Franklin to approve the contract that has been drawn up by the City Attorney for Cleaning Services for City Hall. Motion carried 5-0.

Right-of-Way Ordinance Amendment

The State Legislature has expanded the scope of entities authorized to use public rights-of-way, paving the way for providers utilizing “small cell” technology to locate within 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. There is a new 10-day notification requirement before the Council can adopt the ordinance. The administrator will post the ordinance.

Landscaping Quotes – Water Treatment Plant

Craige Hiler, People’s Service, received two quotes for landscaping work at the Water Treatment Plant: Elliott’s Lawncare & Landscaping for \$6,077.50 and MPJ Enterprises for \$3,565.00.

Motion Kester, second Franklin to approve the MPJ Enterprises quote for landscaping work at the Water Treatment Plant. Motion carried 5-0.

Fire Department Radios/Charging Station

The Fire Department has located a set of six used radios (Motorola XTX1500) and charging station for \$1,299.99. The funds would come from the 2017 – Non-Capital Equipment line item.

Motion Palmer, second Kester to approve purchasing the six radios and charging station for the Fire Department. Motion carried 5-0.

Reschedule the Council Work Session

Motion Devlin, second Kester to set October 23 at 9 a.m. as the date and time for a work session with the administrator. Motion passed 5-0.

REPORTS:

Planning Commission October 11th

The administrator summarized the meeting. There was some discussion regarding a moratorium on Adult Oriented Businesses and the heliport ordinance that the hospital district is requesting. Staff will also begin work on an ordinance to regulate the keeping of chickens.

Motion Devlin, second Palmer to have a joint meeting with the Planning Commission November 8, 2017 at 6 p.m. to review the Draft Comprehensive Plan. Motion carried 5-0.

Park and Rec Commission – October 13th

Lions Hill Skating Rink

The Commission received a quote for the leveling work at the Lions Hill Rink. They hope to get approval from the Council.

Motion Franklin, second Devlin to approve the quote from MPJ Enterprises to level the Lions Hill Rink for \$1,250. Motion carried 5-0.

Appointment to Park and Rec Commission

Tony Vavricka wishes to join the Park and Rec Commission.

Motion Kester, second Palmer to appoint Tony Vavricka to the Park and Rec Commission. Motion carried 5-0.

2018 Proposed Budget

The City Council asked the Commission to allocate their budget. The administrator will incorporate the noted allocations.

Several different groups of Boy Scouts are showing interest in using Robinson Park.

EDA – October 18th Meeting

The regular meeting date and time was changed to the fourth Wednesday of each month at 6 p.m. The council is looking for one more member.

Financial Reports

Motion Devlin, second Kester to accept and pay A/P Clerk Claims. Motion carried 5-0.

WRITTEN NOTICES AND COMMUNICATIONS: none

ADMINISTRATOR’S REPORT:

FCI – Community Relations Board

The administrator attended the October 5th board meeting/lunch during which they discussed the phosphorus being used there.

Wild River Townhomes & Senior Apartments

Finance Officer Newey and the administrator met with Great Lakes Management on October 6th and discussed the budget. The management is planning to present the 2018 Budget at next week’s EDA meeting.

GPS 45:93 Annual Meeting – October 11th

The City is a member and pays dues. It’s a regional economic development effort. They have been doing internal organizational work as well as improving their website. They have started an economic gardening initiative. They’ve posted EDA training. They have tools for business success which anyone can access. They are involved in trying to get Broadband to rural areas. The administrator believes that it is a worthwhile organization in which to belong.

East Central Regional Library Board

The administrator met with Carla Lydon, Rachel Howell, and Jeanne Coffey October 12th. The East Central Regional Library Board staff are working on statistics for counties to help them determine services. They will be considering a new allocation procedure which will affect hours of operation. Sandstone Library will likely lose two hours.

Cybert PC

The administrator met with Spartz, Franklin, Leaha Jackson and Sam Seibert on October 12th and reviewed the options for additional security cameras. Seibert is checking with the City's cable provider to find out if they can partner with them to use the poles.

Utility Payment Drop Box

Leasing the current box costs \$312.00 per year; \$3,954 has been paid thus far (2005-2017). The vandalized one has been replaced while the City considers the options.

Federal EDA Grant

The quarterly and semi-annual reports have been submitted.

Pine County Local Government Officials Meeting – October 24th at 6 p.m.

RSVP is requested so please let the Administrator know if you want to go.

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

ADJOURN

Motion Franklin, second Devlin to adjourn at 6:50 p.m. Motion carried 5-0.

Peter Spartz, Mayor

Kathy George, Administrator

**SANDSTONE CITY COUNCIL
SPECIAL COUNCIL MEETING - WORK SESSION
October 23, 2017**

CALL TO ORDER: 9:10 a.m.

ROLL CALL: Spartz, Palmer, Franklin and Kester present; Devlin absent

Staff present: Administrator George

SPECIAL ITEMS OF BUSINESS:

Assessment Policy

Council and Staff discussed the parameters to address in a special assessment policy. Staff will work on a draft policy and bring it back for Council review and approval.

Sheriff's Deputy Expectations

Council and Staff reviewed the proposed contract for law enforcement services that will cover the years 2018, 2019, and 2020. Spartz, Franklin, and George will meet with the Sheriff to review additional items.

City Administrator Expectations

Council and Staff discussed the level of authority held by the City Administrator regarding spending authority and staff/chain of command. Council Members will conduct a three month performance evaluation, covering the months of August, September and October.

Library / History Center / Pine County Historical Society

Council and Staff discussed the future location of the Sandstone Public Library. Staff was authorized to begin working on plans and proposals to redevelop the former High School building ("The Rock"). If redevelopment is successful, this building could also house the History Center.

Support for the Pine County Historical Society will be placed on the November 1st City Council meeting agenda for further discussion.

Snow Removal

Council and Staff discussed snow removal. It was agreed that the City Administrator is responsible to ensure that the snow removal process is effective. Council Members will address any concerns they have during the winter season directly to the City Administrator. The City Administrator will work with the Streets and Parks Department staff to achieve the desired results.

ADJOURN

The meeting was adjourned at 1:10 p.m.

Peter Spartz, Mayor

Kathy George, Administrator

CITY OF SANDSTONE
Memorandum

TO: Mayor and City Council
FROM: Kathy George, City Administrator
DATE: November 1, 2017
SUBJECT: Right of Way Ordinance Amendment

BACKGROUND: As reported at the October 18th City Council meeting: 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. *The required information was posted at City Hall on October 19, 2017.*

ATTACHMENTS Proposed Amended Ordinance

STAFF RECOMMENDATION: Approve ordinance amendment as presented.
Approve summary publication of ordinance.

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. ~~21~~ 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. ~~31~~ 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. 20171101-02

(Summary Publication)

THE CITY COUNCIL OF THE CITY OF SANDSTONE ORDAINS:

Section 1. The City has duly adopted Ordinance No. 20171101-01 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. 20171101-01

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. 20171101-01 is effective upon the day following publication of this Summary.

Pete Spartz, Mayor

ATTEST:

Kathy George, City Administrator



Building a Better World
for All of Us®

October 12, 2017

RE: Old Military Road and Airport Road
Improvements
City of Sandstone
SEH No. SANST 129889

City of Sandstone
119 4th Street
Sandstone, MN 55072

Dear Kathy George, City Administrator:

Please find enclosed Application for Payment No. 4 (Final) for the above-referenced project, together with the following documentation:

- Consent of the surety to final payment
- Lien waivers
- Withholding Affidavit for Contractors and Subcontractors (IC 134 form)

We have reviewed the Application for Payment, and recommend payment to MPS Enterprises LLC in the amount of \$84,135.34. This represents 100% completion of the work.

The 1-year warranty period will commence with the final payment for this project. To ensure that any needed corrections are addressed during this warranty period, a final inspection of the project will be made prior to warranty expiration and the findings reported to the City.

Please don't hesitate to contact me with any questions or comments. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg F. Anderson'.

Greg F. Anderson, PE
City Engineer

ah

Enclosure

c: MPS Enterprises LLC

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Application for Payment
(Unit Price Contract)
No. 4 - Final

Eng. Project No.: SANST 129889

Location: City of Sandstone

Contractor <u>MPJ Enterprises LLC</u>	Contract Date <u>August 19, 2015</u>
<u>41 Division St., Box 684</u>	
<u>Sandstone, MN 55072</u>	Contract Amount <u>\$ 195,570.79</u>

Contract for Old Military Road and Airport Road Improvements

Application Date 9/29/17 For Period Ending 9/29/17

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
1	MOBILIZATION	LS	1	1	\$6,000.00	\$6,000.00
2	CLEAR AND GRUB	ACRE	0.2	0.2	\$3,000.00	\$600.00
3	REMOVE PIPE CULVERT	LF	24	117	\$35.00	\$4,095.00
4	REMOVE CULVERT	LF	125	150	\$5.00	\$750.00
5	REMOVE SIGN	EACH	3	3	\$25.00	\$75.00
6	SAWING BITUMINOUS PAVEMENT	LIN FT	40	40	\$6.25	\$250.00
7	SALVAGE FENCE	LF	216	216	\$7.25	\$1,566.00
8	SALVAGE CULVERT	LF	157		\$8.00	
9	SALVAGE SIGN	EACH	3	3	\$40.00	\$120.00
10	COMMON EXCAVATION (EV) (P)	CY	300	300	\$8.85	\$2,655.00
11	CONSTRUCT DRAINAGE DITCH	LF	500	200	\$3.60	\$720.00
12	SUBGRADE EXCAVATION	CY	312	312	\$6.25	\$2,574.00
13	COMMON BORROW (CV)	CY	463	1392	\$15.98	\$22,244.16
14	TEST ROLLING	RDST	7	7	\$100.00	\$700.00
15	SUBGRADE PREPARATION	RDST	7	7	\$225.00	\$1,575.00
16	WATER (DUST CONTROL)	MGAL	40		\$75.00	
17	AGGREGATE BASE, CLASS 5 (CV)	CY	358	564	\$25.20	\$14,212.80
18	AGGREGATE SURFACING, CLASS 5 (CV)	CY	1371	1704	\$24.20	\$41,236.80
19	AGGREGATE SHOULDERING, CLASS 2 (CV)	CY	275	72	\$61.20	\$4,406.40
20	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	182	184.81	\$110.40	\$20,403.02
21	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	TON	243	215	\$103.50	\$22,252.50
22	PIPE BEDDING MATERIAL	TON	75	75	\$42.00	\$3,150.00
23	15" CS PIPE CULVERT	LF	125	150	\$24.55	\$3,682.50

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
24	48" RC PIPE APRON	EACH	3	6	\$1,620.00	\$9,720.00
25	48" RC PIPE SEWER DES 3006 CL III	LF	152	144	\$141.57	\$20,386.08
26	CONNECT TO EXISTING STORM SEWER PIPE	EACH	3	3	\$175.00	\$525.00
27	RANDOM RIPRAP CLASS IV	CY	78	120	\$58.00	\$6,960.00
28	INSTALL FENCE	LF	160		\$8.35	
29	TRAFFIC CONTROL	LS	1	1	\$1,265.00	\$1,265.00
30	INSTALL SIGN	EACH	3	3	\$173.00	\$519.00
31	F&I CLEARANCE MARKER X4-4	EACH	4	4	\$330.00	\$1,320.00
32	F&I SIGN PANEL TYPE C	EACH	2	2	\$315.00	\$630.00
33	FLOTATION SILT CURTAIN	LF	70	30	\$10.50	\$315.00
34	SILT FENCE, TYPE MS	LF	290	100	\$3.25	\$325.00
35	FERTILIZER TYPE 3	LB	170	170	\$1.25	\$212.50
36	TOPSOIL BORROW (LV)	CY	301	120	\$24.30	\$2,916.00
37	SEEDING	ACRE	0.57	0.57	\$1,000.00	\$570.00
38	SEED MIXTURE 25-141	LB	251	251	\$5.30	\$1,330.30
39	EROSION CONTROL BLANKET CATEGORY III	SY	346	400	\$3.35	\$1,340.00
40	HYDRAULIC MATRIX TYPE FIBER REINFORCED	LB	1200		\$1.71	
41	4" BROKEN LINE YELLOW-PAINT	LF	539	490	\$2.39	\$1,171.10
42	4" DOUBLE SOLID LINE YELLOW-PAINT	LF	700	960	\$2.78	\$2,668.80
Total Contract Amount						\$205,441.96

Application for Payment (continued)

Total Contract Amount	\$ <u>195,570.79</u>	Total Amount Earned	\$ <u>205,441.96</u>
Contract Change Order No. _____		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No. _____		Percent Complete	_____
Contract Change Order No. _____		Percent Complete	_____
Less Previous Applications:		Percent Complete	_____
AFP No. 1: <u>40,143.30</u>	AFP No. 6: _____	GROSS AMOUNT DUE	\$ <u>205,441.96</u>
AFP No. 2: <u>54,469.27</u>	AFP No. 7: _____	LESS <u>0</u> % RETAINAGE	\$ _____
AFP No. 3: <u>26,694.05</u>	AFP No. 8: _____	AMOUNT DUE TO DATE	\$ <u>205,441.96</u>
AFP No. 4: _____	AFP No. 9: _____	LESS PREVIOUS APPLICATIONS	\$ <u>121,306.62</u>
AFP No. 5: _____		AMOUNT DUE THIS APPLICATION	\$ <u>84,135.34</u>

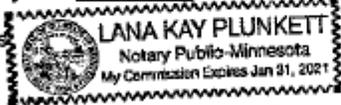
CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Applications for Payment under said contract, Old Military Road and Airport Road Improvements, City of Sandstone, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date October 11, 2017 MPJ Enterprises LLC
(Contractor)
By Mike Johnson President
(Name and Title)

COUNTY OF Pine,
STATE OF Minnesota)
SS

Before me on this 11 day of October, 2017, personally appeared
Mike Johnson known to be, who being duly sworn did depose and say that he is the President (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor, and that all of the statements contained therein

My Commission expires Jan 31, 2021

Lana Plunkett
(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

Greg Anderson
By _____
Date October 11, 2017
Short Elliott Hendrickson Inc.
City of Sandstone
By _____
Date _____

 **AIA® Document G707™ – 1994**

Consent of Surety to Final Payment

PROJECT: <i>(Name and address)</i> SEH No. SANST 129889 Old Military Road and Airport Road Improvements	ARCHITECT'S PROJECT NUMBER:	OWNER <input type="checkbox"/>
	CONTRACT FOR: 1001026083	ARCHITECT <input type="checkbox"/>
		CONTRACTOR <input type="checkbox"/>
TO OWNER: <i>(Name and address)</i> City of Sandstone 119 4th Street Sandstone, MN 55072	CONTRACT DATED: 8/19/2015	SURETY <input type="checkbox"/>
		OTHER <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

American Contractors Indemnity Company
801 S Figueroa Street #700
Los Angeles, CA 90017

, SURETY,

on bond of
(Insert name and address of Contractor)

MPJ Enterprises, LLC
41 Division Street - Box 684
Sandstone, MN 55072

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety of any of its obligations to
(Insert name and address of Owner)

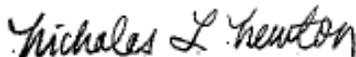
City of Sandstone
119 4th Street
Sandstone, MN 55072

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 8, 2017
(Insert in writing the month followed by the numeric date and year.)

American Contractors Indemnity Company
(Surety)


(Signature of authorized representative)

(Printed name and title)

Nicholas L. Newton
Attorney-in-Fact

Attest:
(Seal)

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CITY OF SANDSTONE
Memorandum

TO: Mayor and City Council
FROM: Kathy George, City Administrator
DATE: November 1, 2017
SUBJECT: Agreement for Law Enforcement Services

BACKGROUND: The Agreement covers the years 2018, 2019, 2020. The City Attorney has reviewed the Agreement and made various changes. The changes were reviewed at the Council Work Session. The Sheriff has approved the proposed changes and will present the Agreement to the County Board for approval.

ATTACHMENTS Agreement for Law Enforcement Services

STAFF

RECOMMENDATION: Approve Agreement as presented

ACTION REQUIRED: Motion _____, second _____

Approved _____ Denied _____ Other _____

PINE COUNTY
and
CITY OF SANDSTONE
AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2017, by the Pine County Sheriff, hereinafter referred to as the “Sheriff” and approved by the County of Pine, a Minnesota political subdivision, hereinafter referred to as the “County Board” and the City of Sandstone, a Minnesota municipal corporation, hereinafter referred to as the “City”.

WITNESSETH

WHEREAS, the City is desirous of contracting with the Sheriff to provide law enforcement services within the City boundaries, said services to be performed by the County Sheriff’s Office; and

WHEREAS, the Sheriff is agreeable to providing additional law enforcement services within the City boundaries, beyond that which is customarily and regularly provided to the City, and the County Board approves the allocation of additional deputies to the City; and

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes §§471.59, and 436.05.

NOW THEREFORE, pursuant to the terms of the aforesaid statutes it is agreed as follows:

1) Services to be provided. The Sheriff and County Board agree to provide law enforcement services for the City, within the corporate limits of the City, from January 1, 2018 through December 31, 2020. Law enforcement services shall include the following: routine patrolling within the City by a deputy sheriff, interaction with members of the residential and commercial communities within the City, investigations of all state statute and City ordinance violations occurring within the City, and supplying support and assistance to other public service agencies such as the Fire Department. The hours per day

contracted for is specified in this Agreement and are to be agreed to between the Sheriff and the City. The hours per day contracted for includes time spent by the deputy performing duties outside the ~~city~~. These duties include but are not limited to responding when necessary to calls, emergencies, assisting other deputies, or administrative duties at the Sheriff's Office such as report writing or interviewing. Up to 15 minutes of travel time between the Sheriff's Office before and after each shift shall also be included in the contracted hours. If the travel time exceeds 15 minutes each way, the contracted for hours shall be reduced by the excess travel time.

The County Sheriff's Office shall investigate all violations of State law and ordinance violations, except for those that the City compliance official is investigating and has not requested a criminal investigation. The law enforcement services provided by the County Sheriff's Office to the City shall be comparable to the level and delivery of services provided elsewhere in the County by its Sheriff's Office.

2) Administrative Responsibility. All decisions concerning the implementation and performance of law enforcement services, including the disciplining of deputies, the control of the deputy assigned to the City and to all other matters incident to the performance of such services shall remain with the Sheriff's Office. The County Sheriff shall make reasonable efforts to consider the City Council's wishes in assigning a particular deputy to the City or transferring a particular deputy from the City if requested by the City. However, the City understands that a deputy has the choice of assignment depending on seniority pursuant to the labor agreement with the County, and that deputies may exercise their rights to either be assigned to a particular city or to transfer from a city assignment to County patrol or be promoted to a different position.

3) City's Responsibilities. In order to provide satisfactory law enforcement services to the City, the County Sheriff's Office shall have the full and complete cooperation from the City and its officials, agents and employees.

4) Information to be provided to the City. The County Sheriff's Office shall supply the City on the 15th day of each month (or on a different frequency if the parties agree) with reports, records, and information so that the City can understand the nature of the investigations or calls the deputy assigned to the City is performing each day, the periods of time the deputy is called out of the City to assist other deputies in other areas, and the activity of all patrol deputies in the County that may have assisted the assigned City deputy. The format and title of this information commonly referred to as a daily deputy log, officer activity report, and daily blotter, will be determined by the Sheriff. The Sheriff will only disclose public data pursuant to Minnesota Statutes section 13.82.

If requested by the City, the information shall also include the status of investigations; whether particular enforcement matters have been referred for prosecution; and reasons for not pursuing further investigation. If the City would like information about a case that has been referred to the County Attorney's Office for prosecution, the City may contact the County Attorney's Office directly to request this information.

5) Dispute Resolution. The City Administrator shall act as a liaison between the City and the Sheriff with respect to this Agreement. The City and the Sheriff should attempt to resolve all problems related to the law enforcement services on the basis of mutual interest and understanding. If the City has concerns about a particular investigation or performance of the assigned deputy, the City Administrator shall report the concerns, in writing to the Sheriff. The Sheriff shall respond to the concerns in writing. Both parties agree that written communications

will help prevent misunderstandings and misinformation, and will assist in effectively addressing concerns.

The deputy assigned to the City shall attend City Council meetings, as requested for the purpose of addressing any concerns or questions of the City Council. If the City has concerns about the information provided by the Sheriff required by Paragraph 4 of this Agreement, the City Administrator shall address those concerns in writing to the Sheriff.

6) Failure to Abide by Agreement Terms. In the event that a party to this Agreement fails to fulfill its duties or obligations as set forth herein (“Default”) the non-defaulting party shall give written notice of the Default to the defaulting party. The notice of Default shall set forth with particularity the issues, conduct, performance or other problem that constitutes the Default. The defaulting party shall have 60 days within which to cure the Default. If the Default is not cured within the time allowed, the parties agree to submit their dispute to arbitration. If the Default is upheld by the arbitrator, the non-defaulting party may terminate this Agreement by providing the defaulting party with 30 days’ written notice of termination. The costs of the arbitrator will be shared equally between the City and the County. The parties agree that only Defaults are subject to binding arbitration.

7) Payment. The City has requested and the County Sheriff’s Office has agreed to provide 10 hours per day, five days per week, of law enforcement services to the City during the three year term of this Agreement.

In consideration for the law enforcement services being provided by the County Sheriff’s Office to the City for the period of January 1, 2018 through December 31, 2018, the City shall pay to the County the sum of \$50.88 per hour or \$132,288.00 for the year.

Said annual amount shall be payable by the City in 12 equal monthly installments of \$11,024.00. Installments shall be due on or before the 15th day of each month, beginning January 15, 2018, and shall continue monthly thereafter during the first year of this Agreement. The annual amount is based on the multiplication of this Agreement's rate, hours per day, and days per year.

In consideration for the law enforcement services being provided by the County Sheriff's Office to the City for the period of January 1, 2019 through December 31, 2019, the City shall pay to the County the sum of \$53.42 per hour or \$138,892.00 for the year. Said annual amount shall be payable by the City in 12 equal monthly installments of \$11,574.33. Installments shall be due on or before the 15th day of each month, beginning January 15, 2019, and shall continue monthly thereafter during the second year of this Agreement. The annual amount is based on the multiplication of this Agreement's rate, hours per day, and days per year.

In consideration for the law enforcement services being provided by the County Sheriff's Office to the City for the period of January 1, 2020 through December 31, 2020, the City shall pay to the County the sum of \$56.09 per hour or \$145,834.00 for the year. Said annual amount shall be payable by the City in 12 equal monthly installments of \$12,152.83. Installments shall be due on or before the 15th day of each month, beginning January 15, 2020, and shall continue monthly thereafter during the third year of this Agreement. The annual amount is based on the multiplication of this Agreement's rate, hours per day, and days per year.

The particular hours per day that the deputy shall patrol the City shall be agreed to by the City and the County Sheriff's Office.

If, in the judgment of the City or the County Sheriff's Office, it is necessary to add additional temporary law enforcement personnel for special events sponsored by the City,

such personnel shall be hired by the Sheriff and supervised as with other County Sheriff's Office employees performing services under the terms of this Agreement. The City agrees to reimburse the Sheriff for the additional personnel used at special events at the hourly rate set for the year in which the services are provided.

8) Term of this Agreement; Renewal. The term of this Agreement shall be from January 1, 2018 through December 31, 2020. The County Sheriff's Office shall notify the City by July 1, 2020 of the hourly rate for the deputy for the following year. If the County Sheriff's Office is not able to provide the same number of hours of law enforcement services or requests a change in the scheduling of the hours for the following year, this information also shall be provided to the City at this time. The City Administrator and a City Council member shall be designated by the City to meet with the County Sheriff to discuss any concerns or changes needed to the Agreement for the next term. The Sheriff shall attend a regular City Council meeting in July or August of each year to discuss any concerns with the services being provided under this Agreement. Any changes or modifications with respect to this Agreement shall be agreed to by the parties no later than September 15th. If either party chooses to terminate this Agreement, it may do so for any reason so long as written notice is provided to the other party no later than September 15th so that the other party may have sufficient time to revise its budget to reflect this change for the following year.

9) Employees of the County. All County Sheriff's Office employees performing services for the City pursuant to this Agreement are employees of the County, therefore, all obligations with regard to wages, workers' compensation, PERA, withholding tax, insurance and similar benefits shall be the obligation of the County. The City shall not be required to assume any liability of employment for any County employee, including, but not limited to, for injuries or sickness arising out of their

employment hereunder. The County agrees to indemnify, defend and hold the City harmless from any such claims.

10) Indemnification. To the fullest extent permitted by law, the County agrees to defend, indemnify and hold harmless the City, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the County's negligence or the County's performance or failure to perform its obligations under this Agreement, except as set forth below. The County agrees this indemnity obligation shall survive the completion or termination of this Agreement.

To the fullest extent permitted by law, the City agrees to defend, indemnify and hold harmless the County, and its employees, officials and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of the City's negligence or the City's performance or failure to perform its obligations under this Agreement. The City agrees this indemnity obligation shall survive the completion or termination of this Agreement.

The City agrees to defend, indemnify and hold harmless the County, and its employees, officials and agents, for any claims related to the interpretation of or challenges to the validity of the City's ordinances.

During the term of this Agreement, the County will maintain a policy of liability insurance covering the employees and the services identified in this Agreement and will name the City as an insured under said policy.

11) Fine and Forfeiture Revenues. All fines collected by the courts, the County or the City for violations that occurred in the City shall be disbursed according to state statute. All proceeds recovered from the sale of forfeited property from a violation that occurred in the City shall be disbursed according to state statute.

IN WITNESS THEREOF, the City, by motion of its governing body caused this Agreement to be signed by its Mayor and City Administrator, and the Sheriff of Pine County, and the Pine County Board of Commissioners, has caused these presents to be subscribed by the County on the day and year first above written.

COUNTY OF PINE

By: _____
Pine County Sheriff

By: _____
Chairman of the Pine County Board of Commissioners

CITY OF SANDSTONE

By: _____
Pete Spartz, its Mayor

By: _____
Kathy George, its Administrator

Approved as to form and execution

By: _____
Pine County Attorney

CITY OF SANDSTONE
Memorandum

TO: Mayor and City Council
FROM: Kathy George, City Administrator
DATE: November 1, 2017
SUBJECT: Pine County Historical Society Request

BACKGROUND: The City received a funding request from the Pine County Historical Society. The City has contributed \$1,500 each year since 2012.

Statutorily, the City is allowed to appropriate money to the historical society of its respective county to further the promotion of historical work and to aid in defraying the expenses of carrying on the historical work in the county. The historical society must be affiliated with and approved by the Minnesota Historical Society.

ATTACHMENTS Request from Pine County Historical Society

STAFF RECOMMENDATION: In light of the City's commitment and financial support of the Sandstone History and Art Center (SHAAC), and considering the current burden carried by the taxpayers of Sandstone, staff recommends a declining level of support for the Pine County Historical Society, eventually eliminating this item from the City's budget.

Staff recommends the following support schedule:

2018 \$1,500
2019 \$1,000
2020 \$ 500
2021 \$ 0

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



*Preserving, Protecting and Disseminating
the History of Pine County*

6333 H C Andersen Alle
PO Box 123
Askov, MN 55704

PHONE
E-MAIL
WEB SITE
FACEBOOK

(320) 246-7886- 838-1607
pchminfo@yahoo.com
pinecountyhistorymuseum.org
Pine County Historical Museum

August 2017

Dear City Council and Administrator:

This is a request for you to keep the Pine County Historical Society in your budget for 2018. In order to maintain our facility for the artifacts and history of our county and its individuals, cities and towns, it is essential that we have your continued support. The original suggestion was \$1 per resident. If that is doable, the society and museum would be very grateful.

Again for your board's concerns, we are not a charity, nor is this a "donation". Minnesota Statute allows cities and townships to monetarily support their local historical organization. If you wish, for your records, we can complete a Service Agreement which states that we are providing the service of being the repository for your historical records. And indeed, many of the townships and now some cities have chosen to entrust their past records with us.

***Should your council like to come as a group and go through the museum, we can arrange for you to have a tour. Also, if you would like, you could arrange to hold one of your council meetings here and then a tour would also be possible.

Thank you for your past support, be it monetary or moral. Every year we are gain new visitors, and our reputation is growing.

Sincerely,

For the Pine County Historical Society Board and President

Arla Budd, Executive Director

Comments from just a few of our visitors over the last year:

"Very impressive. Very well documented." - Circle Pines, MN

"Best museum I have been through; second visit needed." - Duluth MN

"Back for another visit." - Duluth, MN (different party)

"This place is really cool!" - Anoka, MN "Very well laid out." - Wayzata, MN

"Awesome to say the least!!" - Downing, WI

"Perfection in displays! Cannot see everything in one day." - Geneva, MN

"Great historic stuff!" - Hebron, IN "FABULOUS!" - LaCrosse, WI

"So sorry we haven't visited before now!" - Minneapolis, MN

*Dear Mayor - Please present this letter to
your council. Thank you! Arla*

CITY OF SANDSTONE
Memorandum

TO: Mayor and City Council
FROM: Kathy George, City Administrator
DATE: November 1, 2017
SUBJECT: Public Works Building Lease Purchase Debt

BACKGROUND: The City entered a Lease Purchase arrangement in 2011 for the purchase of the Public Works building. The original debt amount was \$340,000. The interest rate is 4.309%.

Annual principal payments have been approximately \$31,000. The interest payment declines slightly each year, based on the balance due. In 2011, interest was \$14,025. In 2017, interest was \$10,030.

The current principal balance of the debt is \$220,000. The remaining interest balance is \$44,412.50.

There is no penalty for paying off this debt early. The next payment is due February 1, 2018.

ATTACHMENTS None

STAFF RECOMMENDATION: Staff recommends paying the \$220,000 balance by year-end, which will save the City \$44,412.50 in interest. The money would come from the General Fund – fund balance.

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

CITY OF SANDSTONE
Memorandum

TO: Mayor and City Council
FROM: Kathy George, City Administrator
DATE: November 1, 2017
SUBJECT: Set Council Work Session

BACKGROUND: Staff would like to meet with Council to finalize the 2018 Budget & Levy and also to review the Fee Schedule.

ATTACHMENTS None

STAFF RECOMMENDATION: Set date/time for work session.

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

**Sandstone Fire Relief Fund
October 1, 2017 Report**

			1-Jan-17 Balance	1-Oct-17 Balance
General Fund				
	Savings	Northview 30000954	\$0.03	\$0.03
	Checking	Northview 1048743	\$4,793.85	\$4,852.64
	Savings	MCCU 202352 A	\$8.25	\$8.25
	Total		<u>\$4,802.13</u>	<u>\$4,860.92</u>
Special Fund			1-Jan-17	1-Oct-17
	Checking	Northview 90000664	\$26,920.60	\$10,213.91
	Certificates	Northview	\$22,186.29	\$22,302.30
	Portfolio	SEI 11586	\$133,013.09	\$165,923.18
	Certificates	MCCU 202352 N	\$25,905.85	\$26,112.85
	State Board		\$10,954.16	\$12,005.20
			<u>\$218,979.99</u>	<u>\$236,557.44</u>
Total			\$223,782.12	\$241,418.36
	Tax refund		\$ 5,254.00	\$0.00
				\$7,929.99
	State Matching			\$24,000.00
Total Value			<u>\$229,036.12</u>	<u>\$273,348.35</u>

CITY OF SANDSTONE
Memorandum

TO: Mayor and City Council
FROM: Kathy George, City Administrator
DATE: November 1, 2017
SUBJECT: Council Work Session Follow up – October 23, 2017

BACKGROUND: Council held a work session on October 23rd. The following direction was given to staff:

- Begin drafting a Special Assessment Policy
- Council Members and Staff will meet with the Sheriff and the assigned Deputy regarding expectations
- Council will conduct a mid-term (3-month) evaluation on the City Administrator
- Council will hold a Special Council Meeting to conduct the City Administrator evaluation on November 15th at 5:00 p.m.
- Staff will begin working on plans and proposals to redevelop the former High School building (“The Rock”).
- The City Administrator is responsible to ensure that the snow removal process is effective.

ATTACHMENTS None

STAFF RECOMMENDATION: Information only.

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

City of Sandstone
EDA Meeting Minutes
October 25, 2017

CALL TO ORDER: 6:01 p.m.

ROLL CALL: Kester, Spartz, Franklin, Palmer, Warner (arrived at 7:00 p.m.)

Members absent: Devlin

Staff present: Administrator George and Recording Secretary Nelson

Others present: Randy Lasky & Karl Schuettler with Northspan Group, Inc. and Jodi Isaacson, Lorien Mueller & Angie Blazek with Great Lakes Management

APPROVE AGENDA

Motion Franklin, second Palmer to approve the agenda as presented. Motion carried 4-0.

APPROVE MINUTES

Motion Palmer, second Spartz to approve the October 18, 2017 meeting minutes. Motion carried 4-0.

PUBLIC HEARING: none

CONSENT AGENDA: none

CONTINUING BUSINESS: none

NEW BUSINESS:

Amend Bylaws

Due to the change in meeting dates/times, the bylaws need to be amended.

Motion Franklin, second Spartz to amend the bylaws to change the date and time of the EDA meetings and to change the appointment of the members. Motion carried 4-0.

Great Lakes Management

Angie Blazek gave the quarterly report regarding the Wild River Senior Apartments and Townhome properties. She also reviewed the 2018 proposed budget with the council. The idea of posting apartment vacancies on the property's website was discussed. Blazek covered occupancy rates, effective revenue, expenses, operating expenses and income. The planned deck staining that was approved for 2017 will take place in the spring of 2018. The unit that was being rented out at a discounted rate is now vacant but the renter did stay past her lease end date and Great Lakes Management is pursuing the balance owed. This will probably have to be written off as a bad debt as the former tenant has no means for paying. Replacing the carpet is scheduled and the painting will be done as soon as the crew is available.

Blazek inquired as to a regular date that she could come before the EDA to give the quarterly reports. It was decided that she would come on the first month of each quarter (January, April, July, and October).

The proposed 2018 budget was discussed. Great Lakes Management is proposing a five-dollar increase in rent upon each lease end. There are a few residents that are at a discounted rate that they acquired

when they first moved in. These will be trued up to market rate when the apartment is turned over to a new tenant. One of the council members asked for a report on exactly how many units are being rented at a discounted rate and how much under the market rate they are. It was mentioned that the five-dollar increase would be a higher percentage of the smaller apartment's rent versus a larger more expensive apartment. The proposed 2018 budget is slightly less in operating expenses than the 2017 budget. The reason for this is that Great Lakes Management has been working on truing up the utility costs.

The program "Payment in Lieu of Taxes" or PILOT which the City is now participating in is not to its benefit. The administrator said that the PILOT payment is set by statute and is usually lower than a privately owned property. Both the senior housing and the townhome PILOT payments are currently higher than if the properties were privately owned, paying property taxes. The EDA can choose to go off the program. The administrator will investigate the history of the property taxes and see if it has always been this way.

Salaries, employee benefits, professional fees, repairs and maintenance were discussed. Both properties are covering their operating expenses from the rent income. The proposed capital plan was discussed which covers the garage doors, concrete and furnace replacement. The townhomes have had a great deal of work done on them in 2017. The senior building needs work on the parking lot. The senior building will need parts replaced on the elevators in the near future. Both sites will need new property signs as well as LED upgrades on the interior lights. Anything that comes out of the capital funds will need approval from the council.

The council members went over the complaints and suggestions they have received from residents and visitors. The landscape needs work on the south side of the townhomes.

**Motion Franklin, second Palmer to approve the quarterly report. Motion carried 4-0.
Motion Franklin, second Spartz to approve the proposed 2018 budget with the LED lighting project moved into 2018. Motion carried 4-0.**

Northspan Group – Marketing Strategies

The City entered an agreement with The Northspan Group in 2014 to market the new Business Park. Work had been suspended midway through the process. In October 2016, the work plan was revised due to the developments that had occurred over the previous 2 years. Randy Lasky and Karl Schuettler talked to the Council regarding marketing strategies for the City of Sandstone. Lasky started by talking about the history of the Northspan Group and what projects they have been involved with in Sandstone. He talked about the contract the Northspan Group has had with the City. In the past, they have been on retainer – on call. The Council talked about the buildings that have been vacated due to the businesses moving out to the business park.

The Northspan Group would like to know what projects the Council would like to see as priorities. Some of the various businesses that the City might try to attract are 24-hour daycare facility, curling facility, restaurant, hotel, arcade, furniture store, manufacturing plants, expanding the Sandstone FCI, bio logging, craft instruction, dance club, youth activities, RV campground, barber shop, optometrist, roller rink and internet café. Those that the council specifically thought important were securing the Ford dealership, a 24-hour daycare, restaurant, hotel, Cabela's discount store and a medical supply.

One of the assets that Sandstone already has is the Midwest Music Theater which attracts visitors from around the country.

Lasky mentioned that when the council considers selling a piece of property in the new business park, they may want to consider adding stipulations into the contract that insure that the intended use is in the best interests of the City, and also setting time lines for development to occur. Having a business retention conversation with Nemadji would be a good idea.

OTHER: The Administrator updated the Council on the NLX plans. Derek James from Amtrak was at today's NLX meeting. They discussed the TIGER grant. Sandstone is still in the running as a maintenance depot.

ADJOURN

Motion Palmer, second Spartz to adjourn at 8:45 . Motion carried 5-0.

Phillip Kester, Chair

Kathy George, Executive Director

Vendor Approval Summary Report

COUNCIL APPROVED 10/18/17

Date: 10/19/2017

Time: 11:14 am

Page: 1

City of Sandstone

Vendor Name	Vendor Number	Check Amount	Hand Check Amount
AVENET, LLC	A0021	2,085.00	0.00
AUTO VALUE MORA	A0047	22.70	0.00
ASI	A0073	864.65	0.00
BLUE LAKE PLASTICS	B0066	1,500.00	0.00
CHRIS' FOOD CENTER	C0004	33.43	0.00
COWBOYS & INDIANS	C0075	29.95	0.00
DRILLING ELECTRIC LLC	D0001	6,005.00	0.00
DOUBLE W TREE SERVICE	D0066	1,000.00	0.00
EARL F ANDERSEN	E0001	670.33	0.00
GOPHER STATE ONE-CALL	G0002	14.85	0.00
I.U.O.E. LOCAL 49 H & W FUND	I0002	7,175.00	0.00
KETTLE RIVER GRAFIX	K0001	30.94	0.00
LAMPERTS	L0001	90.22	0.00
LEAGUE OF MINNESOTA CITIES	L0003	30.00	0.00
LAKE SUPERIOR MAGAZINE	L0016	24.95	0.00
MINNESOTA POWER	M0002	3,364.25	0.00
MUNICIPAL EMERGENCY SERVICES	M0030	1,582.51	0.00
MINNESOTA UI FUND	M0039	25.68	0.00
MEDTOX LABORATORIES INC	M0059	42.11	0.00
MN ENERGY RESOURCES CORP	M0076	280.74	0.00
MEI TOTAL ELEVATOR SOLUTIONS	M0105	726.23	0.00
METRO SALES	M0113	353.60	0.00
LOIS NEWEY	N0015	223.08	0.00
KARA NELSON	N0038	80.00	0.00
NORTHERN BUSINESS PRODUCTS, INC	N0043	221.91	0.00
NATIONAL GEOGRAPHIC	N0044	39.00	0.00
OFFICE DEPOT	O0010	123.75	0.00
PHASE	P0004	393.25	0.00
PINE COUNTY COURIER	P0007	824.86	0.00
POSTMASTER	P0010	147.00	0.00
PINE TECHNICAL COLLEGE	P0013	600.00	0.00
CENTURYLINK	Q0004	45.40	0.00
RAILROAD MANAGEMENT CO III LLC	R0017	428.00	0.00
SANDSTONE PETRO PLUS	S0021	768.67	0.00
SUMMIT COMPANIES	S0088	325.00	0.00
SMITHSONIAN	S0103	34.00	0.00
NORTHVIEW BANK	V0002	351.24	0.00
WSB & ASSOCIATES	W0011	1,923.25	0.00
Grand Total:		32,480.55	0.00

INVOICE APPROVAL LIST BY FUND REPORT
COUNCIL 11/01/17

Date: 10/27/2017
Time: 4:03 pm
Page: 1

City of Sandstone

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Fund: 101 General Fund							
Dept: 10-130 Executive							
101-10-130-000-4210	General Op CASH	112017	PETTY CASH REPLENISH	0	11/01/2017	11/01/2017	3.93
							3.93
101-10-130-000-4300	Professional ADT	102017	SECURITY SYSTEM	0	11/01/2017	11/01/2017	70.05
							70.05
101-10-130-000-4321	Telephone AT&T MOBILITY CENTURYLINK	10182017 112017	ADMIN PHONE PHONE UTILITY	0 0	11/01/2017 11/01/2017	11/01/2017 11/01/2017	77.32 250.90
							328.22
101-10-130-000-4322	Postage CASH	112017	PETTY CASH REPLENISH	0	11/01/2017	11/01/2017	7.80
							7.80
101-10-130-000-4331	Travel Exper GEORGE/KATHY// JACKSON/ LEAHA//	10/27/17 112017	MILEAGE REIMBURSEMENT BIZ EXP REMIBURSE	0 0	10/27/2017 11/01/2017	11/01/2017 11/01/2017	279.81 292.51
							572.32
101-10-130-000-4351	Notices & Pt PINE COUNTY COURIER	10/27/17	MINUTES/HEARINGS	0	10/27/2017	11/01/2017	317.87
							317.87
101-10-130-000-4404	Machiner & I LEAGUE OF MINNESOTA CI	264923	ACROBAT PROGRAM	0	11/01/2017	11/01/2017	129.00
							129.00
101-10-130-000-4433	Dues and St SANDSTONE CHAMBER OF	2018	CITY HALL DUES	0	11/01/2017	11/01/2017	75.00
							75.00
101-10-130-000-4438	Meetings & I JACKSON/ LEAHA//	112017	BIZ EXP REMIBURSE	0	11/01/2017	11/01/2017	45.34
							45.34
Total Dept. Executive:							1,549.53
Dept: 10-160 City Attorney							
101-10-160-000-4300	Professional KENNEDY & GRAVEN KENNEDY & GRAVEN KENNEDY & GRAVEN KENNEDY & GRAVEN KENNEDY & GRAVEN	112017 112017 112017 112017 112017	HELIPORT/KETTLE RIVER HELIPORT/KETTLE RIVER HELIPORT/KETTLE RIVER HELIPORT/KETTLE RIVER HELIPORT/KETTLE RIVER	0 0 0 0 0	11/01/2017 11/01/2017 11/01/2017 11/01/2017 11/01/2017	11/01/2017 11/01/2017 11/01/2017 11/01/2017 11/01/2017	6.65 448.00 35.00 399.00 336.00
							1,224.65
Total Dept. City Attorney:							1,224.65
Dept: 10-191 Planning and Zoning							
101-10-191-000-4300	Professional KENNEDY & GRAVEN WSB & ASSOCIATES	112017 3006-30-15	HELIPORT/KETTLE RIVER COMPREHENSIVE PLAN	0 0	11/01/2017 10/23/2017	11/01/2017 11/01/2017	35.00 2,616.00
							2,651.00
101-10-191-000-4351	Notices & Pt PINE COUNTY COURIER	10/27/17	MINUTES/HEARINGS	0	10/27/2017	11/01/2017	291.58
							291.58
Total Dept. Planning and Zoning:							2,942.58

INVOICE APPROVAL LIST BY FUND REPORT
COUNCIL 11/01/17

Date: 10/27/2017
Time: 4:03 pm
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City of Sandstone

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
Dept: 10-194 Buildings & Ground							
101-10-194-000-4300	Professional T-N-T CLEANING	1	CITY HALL CLEANING	0	11/01/2017	11/01/2017	890.00
							890.00
101-10-194-000-4383	Gas Utilities CONSTELLATION NEWENEF	2141920	GAS UTILITY	0	11/01/2017	11/01/2017	71.98
							71.98
Total Dept. Buildings & Grounds:							961.98
Dept: 10-195 Economic Developn							
101-10-195-000-4300	Professional KENNEDY & GRAVEN	112017	HELIPORT/KETTLE RIVER	0	11/01/2017	11/01/2017	75.00
	NORTHSPAN	5725	BIZ PARK	0	11/01/2017	11/01/2017	270.00
	NORTHSPAN	6024	ECON DEV GPS	0	11/01/2017	11/01/2017	132.00
							477.00
101-10-195-000-4351	Notices & Pt PINE COUNTY COURIER	10/27/17	MINUTES/HEARINGS	0	10/27/2017	11/01/2017	28.05
							28.05
Total Dept. Economic Development:							505.05
Dept: 15-210 Law Enforcement							
101-15-210-000-4300	Professional PINE COUNTY TREASURER-	10/27/17	POLICE CONTRACT- NOVEMB	0	10/27/2017	11/01/2017	9,820.41
							9,820.41
Total Dept. Law Enforcement:							9,820.41
Dept: 15-220 Fire							
101-15-220-000-4210	General Op MUNICIPAL EMERGENCY SE	1169189	TUNROUT GEAR	0	11/01/2017	11/01/2017	7,759.98
							7,759.98
101-15-220-000-4300	Professional RICHARDSON/CARRIE//	20	FIRE HALL CLEANING	0	11/01/2017	11/01/2017	300.00
							300.00
101-15-220-000-4321	Telephone CENTURYLINK	112017	PHONE UTILITY	0	11/01/2017	11/01/2017	51.56
							51.56
101-15-220-000-4383	Gas Utilities CONSTELLATION NEWENEF	2141920	GAS UTILITY	0	11/01/2017	11/01/2017	56.90
							56.90
101-15-220-000-4401	Building Rep SHORT ELLIOTT HENDRICK:	339749	WTR LINES/RVR BLUFF/LUND	0	11/01/2017	11/01/2017	275.96
							275.96
101-15-220-000-4404	Machiner & I DSC COMMUNICATIONS, INC	2172685	RADIO REPAIRS	0	11/01/2017	11/01/2017	110.00
	SANDSTONE NAPA	476575	BATTERIES/FLASHERS	0	11/01/2017	11/01/2017	224.99
							334.99
Total Dept. Fire:							8,779.39
Dept: 20-300 Public Works Admir							
101-20-300-000-4210	General Op LAND & CABIN LLC	705	JEFFERSON CT REPAIR	0	11/01/2017	11/01/2017	41.62
	MJC EQUIPMENT, INC	3116	CONCRETE SAW	0	11/01/2017	11/01/2017	91.30
	SANDSTONE ACE HARDWAI	112017	STREET/PARK SUPPLIES	0	11/01/2017	11/01/2017	0.80

INVOICE APPROVAL LIST BY FUND REPORT
COUNCIL 11/01/17

Date: 10/27/2017
Time: 4:03 pm
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City of Sandstone

Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
							133.72
101-20-300-000-4220	Repair & Ma DAN LANG CONSTRUCTION	2351	SIDEWALK REPAIRS	0	11/01/2017	11/01/2017	193.75
							193.75
101-20-300-000-4224	Street Oper SANDSTONE ACE HARDWARE SANDSTONE NAPA	112017 476575	STREET/PARK SUPPLIES BATTERIES/FLASHERS	0 0	11/01/2017 11/01/2017	11/01/2017 11/01/2017	44.98 4.29
							49.27
101-20-300-000-4321	Telephone CENTURYLINK	112017	PHONE UTILITY	0	11/01/2017	11/01/2017	51.56
							51.56
101-20-300-000-4381	Electric Utilit MINNESOTA POWER	112017	ELECTRIC UTILITY	0	11/01/2017	11/01/2017	229.87
							229.87
101-20-300-000-4404	Machiner & I MINNESOTA EQUIPMENT MTI DISTRIBUTING, INC. SANDSTONE NAPA	P96320 1144746 476575	JOHN DEERE PARTS TORO BATTERIES/FLASHERS	0 0 0	11/01/2017 11/01/2017 11/01/2017	11/01/2017 11/01/2017 11/01/2017	95.77 154.70 31.48
							281.95
							al Dept. Public Works Administration: 940.12
Dept: 25-520 Parks Maintenance							
101-25-520-000-4210	General Op QUALITY HOME AND SPORT SANDSTONE ACE HARDWARE	45472 112017	PHASE PARTS STREET/PARK SUPPLIES	0 0	11/01/2017 11/01/2017	11/01/2017 11/01/2017	32.94 9.99
							42.93
101-25-520-000-4300	Professional KENNEDY & GRAVEN	112017	HELIPORT/KETTLE RIVER	0	11/01/2017	11/01/2017	35.00
							35.00
101-25-520-000-4351	Notices & Pt PINE COUNTY COURIER	10/27/17	MINUTES/HEARINGS	0	10/27/2017	11/01/2017	90.00
							90.00
101-25-520-000-4499	Miscellaneous PAUL'S PORTABLES PAUL'S PORTABLES PAUL'S PORTABLES	112017 112017 112017	RESTROOM SERVICE RESTROOM SERVICE RESTROOM SERVICE	0 0 0	11/01/2017 11/01/2017 11/01/2017	11/01/2017 11/01/2017 11/01/2017	152.00 152.00 152.00
							456.00
							Total Dept. Parks Maintenance: 623.93
Dept: 25-550 Library							
101-25-550-000-4210	General Op COUNTRY SAMPLER EAST CENTRAL REGIONAL I KNITSCENE ROLLING STONE	2017 201-33 2017 2017	SUBSCRIPTION RENEWAL REGIONAL SUBSCRPTN SERV SUBSCRIPTION RENEWAL SUBSCRIPTION RENEWAL	0 0 0 0	11/01/2017 11/01/2017 11/01/2017 11/01/2017	11/01/2017 11/01/2017 11/01/2017 11/01/2017	35.98 597.25 29.99 29.95
							693.17
							Total Dept. Library: 693.17
Dept: 35-000 Cemetery							
101-35-000-000-4220	Repair & Ma QUALITY HOME AND SPORT	45472	PHASE PARTS	0	11/01/2017	11/01/2017	182.48
							182.48
101-35-000-000-4300	Professional						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Posting Date	Amount
	DAVIS/RYAN//	102017	CREMATION	0	11/01/2017	11/01/2017	150.00
							<u>150.00</u>
						Total Dept. Cemetery:	332.48
Dept: 49-210 Non-Departmental E							
101-49-210-000-4300	Professional NELSON/KARA//	102017	OCT MEETINGS'	0	11/01/2017	11/01/2017	120.00
							<u>120.00</u>
101-49-210-000-4750	Sandstone C PAUL'S PORTABLES	112017	RESTROOM SERVICE	0	11/01/2017	11/01/2017	75.00
							<u>75.00</u>
101-49-210-000-4760	Sandstone P MINNESOTA POWER	112017	ELECTRIC UTILITY	0	11/01/2017	11/01/2017	28.91
							<u>28.91</u>
101-49-210-000-4831	Farmer Mark PAUL'S PORTABLES	112017	RESTROOM SERVICE	0	11/01/2017	11/01/2017	300.00
							<u>300.00</u>
						Total Dept. Non-Departmental Expenses:	523.91
						Total Fund General Fund:	28,897.20
Fund: 401 Capital Projects Fund							
Dept: 40-450 Capital Account							
401-40-450-000-4531	Street Overl: SHORT ELLIOTT HENDRICK:	339749	WTR LINES/RVR BLUFF/LUND:	0	11/01/2017	11/01/2017	225.56
							<u>225.56</u>
						Total Dept. Capital Account:	225.56
						and Capital Projects Fund:	225.56
Fund: 406 TIF KC Companies							
Dept: 40-465 KC COMPANY							
406-40-465-000-4300	Professional KENNEDY & GRAVEN	112017	HELIPORT/KETTLE RIVER	0	11/01/2017	11/01/2017	70.00
							<u>70.00</u>
						Total Dept. KC COMPANY:	70.00
						Fund TIF KC Companies:	70.00
Fund: 421 Medical and Business							
Dept: 40-484 OMR Airport Rd Upg							
421-40-484-000-4303	Contractual MPJ ENTERPRISES, LLC	4	OMRS/AIRPORT RD	0	11/01/2017	11/01/2017	84,135.34
							<u>84,135.34</u>
						Total Dept. OMR Airport Rd Upgrade:	84,135.34
						and Business Park Fund:	84,135.34
Fund: 601 Water Fund							
Dept: 60-911 Water Production/Di							
601-60-911-000-4300	Professional PEOPLESERVICE, INC.	29591	NOV CONTRACT	0	11/01/2017	11/01/2017	225.00
	PEOPLESERVICE, INC.	29591	NOV CONTRACT	0	11/01/2017	11/01/2017	4,790.50
	SHORT ELLIOTT HENDRICK:	339749	WTR LINES/RVR BLUFF/LUND:	0	11/01/2017	11/01/2017	1,097.10

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							6,112.60
601-60-911-000-4322	Postage POSTMASTER	112017	BLUE CARD REPLENISH	0	11/01/2017	11/01/2017	79.52
							79.52
601-60-911-000-4381	Electric Utilit MINNESOTA POWER	112017	ELECTRIC UTILITY	0	11/01/2017	11/01/2017	731.39
							731.39
601-60-911-000-4401	Building Rep SANDSTONE ACE HARDWAI	112017	STREET/PARK SUPPLIES	0	11/01/2017	11/01/2017	5.49
							5.49
601-60-911-000-4404	Machiner & I DAN LANG CONSTRUCTION	2351	SIDEWALK REPAIRS	0	11/01/2017	11/01/2017	3,321.00
	SHORT ELLIOTT HENDRICK:	339749	WTR LINES/RVR BLUFF/LUND	0	11/01/2017	11/01/2017	225.56
	SHORT ELLIOTT HENDRICK:	339749	WTR LINES/RVR BLUFF/LUND	0	11/01/2017	11/01/2017	777.48
							4,324.04
601-60-911-670-4583	Water Capita MJC EQUIPMENT, INC	3116	CONCRETE SAW	0	11/01/2017	11/01/2017	118.80
							118.80
							Dept. Water Production/Distribution: 11,371.84
							Total Fund Water Fund: 11,371.84
Fund: 602 Sewer Fund							
Dept: 50-950 Sewer Services							
602-50-950-000-4300	Professional PEOPLESERVICE, INC.	29591	NOV CONTRACT	0	11/01/2017	11/01/2017	296.52
	PEOPLESERVICE, INC.	29591	NOV CONTRACT	0	11/01/2017	11/01/2017	4,790.50
	SHORT ELLIOTT HENDRICK:	339749	WTR LINES/RVR BLUFF/LUND	0	11/01/2017	11/01/2017	181.63
							5,268.65
602-50-950-000-4322	Postage POSTMASTER	112017	BLUE CARD REPLENISH	0	11/01/2017	11/01/2017	79.52
							79.52
602-50-950-000-4381	Electric Utilit EAST CENTRAL ENERGY	112017	TRTMNT PLANT GAS UTILITY	0	11/01/2017	11/01/2017	42.82
	MINNESOTA POWER	112017	ELECTRIC UTILITY	0	11/01/2017	11/01/2017	1,010.71
							1,053.53
602-50-950-000-4386	Sewer water SANDSTONE/CITY OF//	112017	TRMNT PLANT WTR	0	11/01/2017	11/01/2017	40.26
							40.26
602-50-950-000-4404	Machiner & I GENERAL REPAIR SERVICE	64583	LIFT PUMP	0	11/01/2017	11/01/2017	5,446.77
							5,446.77
							Total Dept. Sewer Services: 11,888.73
							Total Fund Sewer Fund: 11,888.73
Fund: 603 STORM WATER							
Dept: 50-951 Storm Water Service							
603-50-951-000-4322	Postage POSTMASTER	112017	BLUE CARD REPLENISH	0	11/01/2017	11/01/2017	11.98
							11.98

