

SANDSTONE CITY COUNCIL  
SPECIAL MEETING  
MONDAY – OCTOBER 23, 2017  
9:00 a.m.  
**AGENDA**

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Special Items of Business:
  - a. Assessment Policy (pgs. 2-6)
  - b. Sheriff's Deputy Expectations (pgs. 7-16)
  - c. City Administrator Expectations (pg. 17)
  - d. Library / History Center / Pine County Historical Society (pg. 18)
  - e. Snow Removal (pg. 19)
5. Adjourn

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

**TO:** Mayor and City Council  
**FROM:** Kathy George, City Administrator  
**DATE:** October 23, 2017  
**SUBJECT:** Assessment Policy

**BACKGROUND:** The Council would like to create a policy regarding assessments to clarify:

- When assessments are appropriate
- Percentage of project to be assessed
- Interest rate
- Length of Time

**ATTACHMENT(S):** List of past assessments  
Special Assessment Policy Study

**STAFF RECOMMENDATION:** Review LMC Special Assessment Toolkit in preparation for the meeting.

**ACTION REQUIRED:** Provide staff with direction – desired parameters to use in drafting a Special Assessment Policy

Year	Type	% Assessed	Term	Interest
2002	Water/Sewer		10 years	6.25
2004	Sidewalk	50%	5 years	5.75
2005	Bush St Blacktopping	100% - property owners petitioned	5 years	3.8
2006	MN Street	40%	10 years	6
2006	Sidewalk – new on Commercial Ave; Washington to 123; 123 to MN	50% existing; 100% new	5 years	5.75
2010	Wagon Bridge Rd	37%	10 years	5.25
2010	Milk Drying Plant		10 years	6
2012	Division/Old Mil drainage/culvert work		10 years	6
2016	Alley	30%		3%

**Sidewalk Policy** – the City adopted a Sidewalk Policy in 2004.

- The cost of sidewalk repair or replacement is split 50% City, 50% adjoining property owner.
- Property owner can be assessed for up to 3 years.
- If new construction or repairs and replacement is petitioned for by property owner(s), petitioners are responsible for 100% of the cost.
- Additional work wanted by the property owner assessed 100% to the property owner.
- The City will pay costs for alley aprons and for accessibility work at corners identified in the City’s priority list.
- Existing Sandstone sidewalks will be removed at the City’s cost; if replaced, new is on a 50/50 split between the City and adjoining property owner(s).

**Sample Policies** – copies will be provided at the work session

- League of MN Cities sample policy
- City of Princeton – Method of Assessment
- City of Mountain Iron – Local Improvement Policy

**Special Assessment Policy – STUDY** – apparently, the City conducted a study in 1992 regarding special assessments. The study is as follows:

**SPECIAL ASSESSMENT POLICY  
STUDY**

Authorized 4-1-92 City Council  
Drafted 4-8-92 Administrator  
Considered 4-14-92 Finance Committee

A. Special Assessment and the Law

Minnesota Constitution special assessments allow projects that confer a special benefit on assessed property that is not conferred on the city as a whole.

Supreme Court Precedent the cost of the special assessment cannot be more than the increase in value accruing to the property bearing the cost. Simply put cost cannot outweigh benefits; however, very hard to put into practice.

B. Special Assessment in Relation to Grants and Outside Assistance

There should be a policy statement addressing the priority of how grants will effect the balance between the private share (maximums) and the public share.

In addition the policy on the duration of the assessment and how to assess it.

C. Existing vs. New – Flat Percentage Policy

The general budget situation for the next few years could very well be

90% work done to replace or upgrade existing systems

10% work done for new development

The Committee agreed that to replace or upgrade existing should be at 50% of the percentage maximums as new.

If that is the case, the Council might want to do 100% maximum assessment on all new and 50% on all upgrading

The reasoning is that upgrading is related to maintenance and therefore should be less than new or to private benefit.

D. Targeted Percentages Based on Specific Type of Work

Street Development

75% maximum - new streets have a value principally to the homesite owner; however, it also adds to tax base depending on the rapidity of development.

Streets - Bituminous

25% maximum - the street is there; however, new blacktop has two functions - serve property as well as increase public access. LMC also points out a "nuisance" factor in bituminous streets i.e. increased travel, faster speed, night problems

Alleys

(same as streets: development/bituminous)

Sidewalks

50% maximum - precedent on city contracted projects in 1970s.

Curb and Gutter

(same as streets: development/bituminous)

Storm Sewer

75% maximum - creates a system to carry away surface waters.

Sanitary Sewer Mains

50% maximum

Sanitary Sewer Laterals

100% maximum

Street Lighting Extension

100% maximum

Watermain Extensions (mains)

50% maximum - same as sewer

Watermain Extensions (laterals)

100% maximum

Sewer Treatment

no policy - need/Federal Taxability Issues

Water Treatment

50% maximum - unit assessment basis

Parking Lots

100% maximum

Other types of projects using special assessments can be: steam heating mains, parks and playgrounds, street trees, nuisance abatement, dikes and flood control, pedestrian skyways, malls, some interior fire protection systems, etc.

Certain current charges can be assessed by ordinance i.e. snow, ice, rubbish, weed elimination, street sprinkling or dusting, sidewalk repair, tree care, garbage collection

Sandstone has an ordinance for current charges

Current charges are not long term.

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

**TO:** Mayor and City Council  
**FROM:** Kathy George, City Administrator  
**DATE:** October 23, 2017  
**SUBJECT:** Sheriff's Deputy Expectations

**BACKGROUND:** The City Council stated a desire to discuss what the expectations are for the Sheriff's Deputy so that everyone can be on the same page and then the expectations can be relayed to the Sheriff.

The City Attorney has reviewed the proposed contract for the next three years. Her comments and red-lined version of the contract are included for review and discussion.

**ATTACHMENT(S):** Proposed Contract for 2018, 2019, 2020

**STAFF RECOMMENDATION:** Review and discuss

**ACTION REQUIRED:** Provide staff with direction

E-mail from City Attorney Sarah Sonsalla:

I reviewed the Sheriff's Contract. I had a few changes. Attached is the revised version along with a redlined version that shows my changes.

When I reviewed the contract, I did compare it with the previous contract. Most of the wording is the same, but you should make sure that you review the following more significant changes:

1. In paragraph 1, a list of the services that will be performed has been added. You should make sure that the list includes everything that you expect the Sheriff's office to do for the City.
2. Also in paragraph 1, a provision has been added that states that the hours include time spent by the deputy performing duties outside the City. I did add that these duties must be performed on behalf of the City (I am not sure why the City would have to pay for duties that are not being performed on behalf of the City and for someone else). However, you should still look at this provision to see if you are in agreement with it. The previous contract did not have this language so I am not sure if this is really a change or just stating what has been happening in practice.
3. Also in paragraph 1, an exception has been added that the Sheriff's office will not investigate violations that are being investigated by the City's code enforcement officer if he or she has not requested an investigation. Once again, this was not in the previous contract, so I am not sure if this is really a change or just stating what has been happening in practice.
4. In paragraph 2, the provision that required the County Sheriff to explain the reasons to the City Council if he is unable to comply with the City's requests to reassign a deputy are not granted has been removed.
5. Paragraph 6 is new. It now requires binding arbitration if there is a default under this Agreement. I don't typically like binding arbitration (it is expensive and doesn't usually provide good results for either party), but I think that it is probably ok in this limited circumstance (unless you want to object to it). I did add a statement that the City is only agreeing to it for this circumstance and not for anything else that may arise (such as if someone is injured).
6. Paragraph 7 allows for 10 hours per day of law enforcement services for the City. It used to be seven. I am assuming that this was requested by the City. You will need to review the amounts in order to make sure that they are accurate with respect to the hourly rates being charged. The amount escalates each year which is different from previous years, where the amount stayed the same for the entire term.
7. Signature block. I removed the signature block for the City Attorney. There isn't any City requirement that the City Attorney needs to sign this Agreement and it just makes for one more signature that the City has to collect (I am happy to sign it though if the County insists).

Let me know if you have any questions.

**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 ~~referenced~~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:

**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 ~~community~~City by a deputy sheriff, interaction with members of the residential and commercial communities within the City, investigations of all state statute and ~~city~~City ordinance violations occurring within the City, ~~supply~~and supplying support and assistance to other public service

agencies such as the ~~ambulance and fire departments.~~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.~~City on behalf of 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 ~~officer~~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.

1) **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 15<sup>th</sup> 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. ~~When concerns have been presented to the Sheriff in writing and in accordance with this paragraph the response from the~~The Sheriff shall ~~be~~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 ~~4.4 of this Agreement~~, the City Administrator shall address those concerns in writing to the Sheriff.

6) **Failure to ~~abide~~Abide by ~~contract terms~~Agreement Terms.** In the event that a party to this Agreement fails to fulfill its duties or obligations as set forth herein (~~a "default"~~"Default") the non-defaulting party shall give written notice of the ~~default~~Default to the defaulting party. The notice of ~~default~~Default shall set forth with particularity the issues, conduct, performance or other problem that constitutes the ~~default~~Default. The defaulting party shall have ~~sixty~~60 days within which to cure the ~~default~~Default. If the ~~default~~Default is not cured within the time allowed, the parties agree to submit their dispute to ~~binding~~-arbitration. ~~If the City should prevail in arbitration, the City~~If the Default is upheld by the arbitrator, the non-defaulting party may terminate this ~~agreement~~Agreement by providing the ~~County~~defaulting party with ~~60~~30 days' written

notice of termination. The costs of ~~arbitration should~~the arbitrator will be shared equally between the City and ~~County~~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 ~~ten (10)~~ hours per day 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 ~~Sheriffs~~Sheriff's Office to the City for the ~~term~~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 ~~twelve~~12 equal monthly installments of \$11,024.00. Installments shall be due on or before the 15<sup>th</sup> day of each month, beginning January 15, 2018 and shall continue monthly thereafter during the first year of this term Agreement. The annual amount is based on the multiplication of this ~~agreement~~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 ~~term~~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 ~~twelve~~12 equal monthly installments of \$11,574.33. Installments shall be due on or before the 15<sup>th</sup> day of each month, beginning January 15, ~~2018~~2019 and shall continue monthly thereafter during the ~~term~~second year of this Agreement. The annual amount is based on the multiplication of this ~~agreement~~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 ~~term~~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 ~~twelve~~12 equal monthly installments of \$12,152.83. Installments shall be due on or before the 15<sup>th</sup> day of each month, beginning January 15, ~~2017~~2020 and shall continue monthly thereafter during the ~~term:~~third year of this Agreement. The annual amount is based on the multiplication of this ~~agreement'~~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 ~~and~~/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,~~2020. The County Sheriff's Office shall notify the City by July ~~1,~~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~~City Council meeting in July or August of each year ~~or at the next meeting if there is a scheduling conflict.~~if 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 15<sup>th</sup> ~~of each year~~. 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 15<sup>th</sup>~~ so that the other party may have sufficient time to revise its budget to reflect this change for the following year.

10) **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 hold indemnify, defend and hold the City harmless from any such claims.

11) **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 ~~County~~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 ~~contract~~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.

12) **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.

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

**TO: Mayor and City Council**  
**FROM: Kathy George, City Administrator**  
**DATE: October 23, 2017**  
**SUBJECT: City Administrator Expectations**

**BACKGROUND:** It would be helpful to discuss Council Member's expectations as a whole of the City Administrator position / responsibilities / authority.

Staff provided a draft evaluation packet that could be used for the Council to evaluate performance for Aug-Sept-Oct, as a mid-point to the 6-month review. Changes can certainly be made to the draft packet.

**STAFF**  
**RECOMMENDATION:** Review and discuss.

**ACTION REQUIRED:**

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

**TO: Mayor and City Council**  
**FROM: Kathy George, City Administrator**  
**DATE: October 23, 2017**  
**SUBJECT: Library / History Center / Pine County Historical Society**

**BACKGROUND:**

Staff would like to discuss these entities with the Council.

**STAFF  
RECOMMENDATION:**

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

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

**TO:** Mayor and City Council  
**FROM:** Kathy George, City Administrator  
**DATE:** October 23, 2017  
**SUBJECT:** Snow Removal

**BACKGROUND:** Council and staff would like to discuss the process.

**STAFF**  
**RECOMMENDATION:** Discussion

**ACTION REQUIRED:**