



AGENDA
Regular Clearwater City Council Meeting
Monday, May 2, 2016
7:00 pm

Call to Order
Pledge of Allegiance
Roll Call

1. Approval of Agenda (Additions/Deletions considered at this time)

Public Comment Period - *Please refer to "Public Comment Process" Brochure located by the sign in sheet.*

2. Consent Agenda

- a. Claims/Accounts Payable
- b. Approval of 4-04-16 Regular City Council Meeting Minutes
- c. Approval of 4-18-16 Local Board of Appeals and Equalization Minutes
- d. Approval of Field Lease Agreement with St. Cloud Rugby
- e. Approval of Resolution 2016-16 Approving Step Wage Increase Mike Flynn
- f. Approval of Resolution 2016-17 Approving Step Wage Increase Jack Helget
- g. Approval of Change from Local Board of Appeal and Equalization to Open Book

3. Wright County Sheriff Deputy Report

4. Old Business

- a. Discussion on Water and Sewer Rates
- b. Discussion on Lions Club and Food Shelf Agreements

5. New Business

- a. Discussion on Domestic Partnership Ordinance (agenda request)
- b. Discussion on Waiving Fees for Lunch Bunch at Lions Pavilion (agenda request)
- c. Discussion on Waiving Fees for Kayleen Larson Legacy Foundation – See enclosed.
- d. Discussion and Update on North Area Street and Utility Project
- e. Discussion on Annexation

6. Reports

- a. Mayor and Council
- b. Boards
- c. Staff

7. Other

- a. Next Meeting – Monday, May 16, 2016

8. Adjourn

AGENDA
Regular Clearwater City Council Meeting
Monday, May 2, 2016
7:00 pm

Staff Memo

To: Honorable Mayor and City Council
From: Kevin Kress, Administrator
Date: April 28, 2016
RE: Review/Comment on 05-02-16 City Council Meeting

1. Approval of Agenda (Additions/Deletions considered at this time)

Public Comment Period - Please refer to "Public Comment Process" Brochure located by the sign in sheet.

2. Consent Agenda

- a. Claims/Accounts Payable – See enclosed.
- b. Approval of 4-04-16 Regular City Council Meeting Minutes– See enclosed.
- c. Approval of 4-18-16 Local Board of Appeals and Equalization Minutes – See enclosed.
- d. Approval of Field Lease Agreement with St. Cloud Rugby – See enclosed.
- e. Approval of Resolution 2016-16 Approving Step Wage Increase Mike Flynn – See enclosed.
- f. Approval of Resolution 2016-17 Approving Step Wage Increase Jack Helget – See enclosed.
- g. Approval of Change from Local Board of Appeal and Equalization to Open Book – See enclosed.

3. Wright County Sheriff Deputy Report – See enclosed.

4. Old Business

- a. Discussion on Water and Sewer Rates – See enclosed.
- b. Discussion on Lions Club and Food Shelf Agreements – See enclosed.

5. New Business

- a. Discussion on Domestic Partnership Ordinance (agenda request) – See enclosed.
- b. Discussion on Waiving Fees for Lunch Bunch at Lions Pavilion (agenda request) – See enclosed.
- c. Discussion on Waiving Fees for Kayleen Larson Legacy Foundation – See enclosed.
- d. Discussion and Update on North Area Street and Utility Project – City Engineer will discuss knock-down curb findings and update on other project matters.
- e. Discussion on Annexation – See enclosed.

6. Reports

- a. Mayor and Council
- b. Boards – See enclosed. The Park Commission is requesting alterations to the City Code.
- c. Staff – See enclosed Council Action Request.

7. Other

- a. Next Meeting – Monday, May 16, 2016.

8. Adjourn

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Payments

Current Period: May 2016

Batch Name	050216 CCMTG	User Dollar Amt	\$62,185.65		
Payments		Computer Dollar Amt	\$62,185.65		
			\$0.00	In Balance	
Refer	1255 AMERIPRIDE				
Cash Payment	E 800-45200-125 Cleaning Service-Unifor	RUGS APRIL 2016			\$25.00
Invoice	APRIL 4/25/2016				
Cash Payment	E 230-42200-125 Cleaning Service-Unifor	RUGS APRIL 2016			\$26.06
Invoice	APRIL 4/25/2016				
Cash Payment	E 100-43200-125 Cleaning Service-Unifor	RUGS APRIL 2016			\$25.00
Invoice	APRIL 4/25/2016				
Transaction Date	5/2/2016	ANNANDALE STAT 10100		Total	\$76.06
Refer	1257 BEUNING, LLC				
Cash Payment	E 800-45200-126 Rental/Lease	MAR RENT			\$1,321.00
Invoice	1494 4/20/2016				
Cash Payment	E 800-45200-382 Utilities	MARCH ELECT			\$34.71
Invoice	1495 4/20/2016				
Cash Payment	E 800-45200-362 Property Ins	MARCH INS			\$114.66
Invoice	1495 4/20/2016				
Cash Payment	E 800-45200-205 Taxes and Assessments	MARCH TAXES			\$251.61
Invoice	1495 4/20/2016				
Transaction Date	5/2/2016	ANNANDALE STAT 10100		Total	\$1,721.98
Refer	1267 CLEARWATER PARTS CITY AUTO				
Cash Payment	E 100-43210-422 Caterpillar Skid Steer	OIL FILTERS SKID LOADER			\$11.50
Invoice	62-288735 4/18/2016				
Transaction Date	5/2/2016	ANNANDALE STAT 10100		Total	\$11.50
Refer	1243 CONNIE NELSON				
Cash Payment	E 240-45320-906 Contractual Reimb Fine/	REFUND DEPOSIT - LIONS BLDG			\$150.00
Invoice	041616 4/16/2016				
Transaction Date	5/2/2016	ANNANDALE STAT 10100		Total	\$150.00
Refer	1252 CUSTOMIZED FIRE & RESCUE INC				
Cash Payment	E 230-42200-208 Training and Instruction	KELLER/HANEBUTH/SIMS/NEUBERT			\$1,400.00
Invoice	800 4/20/2016				
Transaction Date	5/2/2016	ANNANDALE STAT 10100		Total	\$1,400.00
Refer	1241 EVA POWELL				
Cash Payment	E 240-45300-906 Contractual Reimb Fine/	REFUND DEPOSIT PARK RENTAL			\$100.00
Invoice	041716 4/17/2016				
Transaction Date	5/2/2016	ANNANDALE STAT 10100		Total	\$100.00
Refer	1258 GOPHER STATE ONE-CALL				
Cash Payment	E 600-49400-151 W/S Locates	ANNUAL FEE			\$50.00
Invoice	6000266-IN 1/31/2016				
Cash Payment	E 601-49450-151 W/S Locates	ANNUAL FEE			\$50.00
Invoice	6000266-IN 1/31/2016				
Transaction Date	5/2/2016	ANNANDALE STAT 10100		Total	\$100.00
Refer	1240 GREEN VIEW INC				
Cash Payment	E 240-45320-906 Contractual Reimb Fine/	REFUND DEPOSIT LIONS PARK			\$100.00
Invoice	041416 4/14/2016				

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Payments

Current Period: May 2016

Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total	\$100.00
Refer	1265 HENRYS WATERWORKS INC				
Cash Payment	E 100-43100-327 Street Patching & Sweep	COLD PATCH			\$406.00
Invoice	18391	4/13/2016			
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total	\$406.00
Refer	1259 INSPECTION SERV. OF CENTRAL				
Cash Payment	E 100-42100-305 Contracted Services	BLDG PERMIT INSPECTIONS			\$2,391.53
Invoice	478	4/4/2016			
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total	\$2,391.53
Refer	1248 INTERSTATE AUTO				
Cash Payment	E 230-42200-123 Operating Supplies	PREP AND PAINT CHIEF HELMETS			\$140.00
Invoice	007327	3/30/2016			
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total	\$140.00
Refer	1249 ITL PATCH COMPANY, INC				
Cash Payment	E 230-42200-123 Operating Supplies	EMROIDERY SHOULDER EMBLEMS			\$239.90
Invoice	32148	3/14/2016			
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total	\$239.90
Refer	1254 KENNETH V. YAGER				
Cash Payment	E 100-41420-344 ASSESSOR	ASSESSABLE PARCELS			\$8,888.00
Invoice	104	4/14/2016			
Cash Payment	E 100-41420-344 ASSESSOR	TAX EXEMPT PARCELS			\$715.00
Invoice	104	4/14/2016			
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total	\$9,603.00
Refer	1246 LANDFORM PROFESSIONAL SVC				
Cash Payment	E 100-41920-313 City Planner Fees	ANNEXATION MAP/GIS DATA			\$3,133.50
Invoice	24228	4/18/2016			
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total	\$3,133.50
Refer	1264 LEAGUE OF MINNESOTA CITIES				
Cash Payment	E 100-41400-208 Training and Instruction	DEVELOPING LAND USE PLANS & LAWS			\$30.00
Invoice	235055	4/21/2016			
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total	\$30.00
Refer	1250 MN FIRE SERVICE CERT. BOARD				
Cash Payment	E 230-42200-208 Training and Instruction	HANEBUTH, NEUBERT & SIMS			\$240.00
Invoice	3996	3/29/2016			
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total	\$240.00
Refer	1268 MN RURAL WATER ASSN				
Cash Payment	E 600-49400-433 Dues and Subscriptions	MEMBERSHIP 3/16 - 3/17			\$250.00
Invoice	2016	4/15/2016			
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total	\$250.00
Refer	1270 NCPERS				
Cash Payment	G 100-21708 Life Insurance	PREMIUM FOR 5/2016			\$48.00
Invoice	MAY 2016	4/22/2016			
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total	\$48.00
Refer	1247 NORTHLAND SECURITIES				

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Payments

Current Period: May 2016

Cash Payment	E 315-47000-610 Interest	GO BOND SERIES 2015A		\$39,868.75
Invoice	041216	4/12/2016		
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total \$39,868.75
Refer	1260 NOW IT CONNECTS, INC			
Cash Payment	E 100-41000-305 Contracted Services	RESET PASSWORD		\$26.25
Invoice	8347	4/22/2016		
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total \$26.25
Refer	1251 POWERHOUSE OUTDOOR EQUIP			
Cash Payment	E 230-42200-123 Operating Supplies	MS 170 CHAINSAW/CASE/OIL		\$217.87
Invoice	358572	4/18/2016		
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total \$217.87
Refer	1256 QUILL CORPORATION			
Cash Payment	E 100-41000-200 Office Supplies	WINDOW ENVELOPES/TAPE		\$56.28
Invoice	5175311	4/20/2016		
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total \$56.28
Refer	1266 SCHABEL ENTERPRISE			
Cash Payment	E 100-43200-307 Repair & Maintenance C	REPLACE FLAME SENSOR		\$125.00
Invoice	880	4/16/2016		
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total \$125.00
Refer	1239 TRAUT WELLS, INC			
Cash Payment	E 600-49400-902 Water or WW Testing Fe	TRAVEL PLAZA #160532		\$23.00
Invoice	285786	4/15/2016		
Cash Payment	E 600-49400-902 Water or WW Testing Fe	SPORTSMAN #160533		\$30.00
Invoice	285786	4/15/2016		
Transaction Date	5/2/2016	ANNANDALE STAT	10100	Total \$53.00
Refer	1253 US BANK (DEBT SERVICE)			
Cash Payment	E 100-41100-208 Training and Instruction	SCSU CONT ED MMCI		\$410.00
Invoice	10906	4/7/2016		
Cash Payment	E 230-42200-123 Operating Supplies	REFLECTIVE CRESCENTS		\$36.65
Invoice	030816	3/9/2016		
Cash Payment	E 100-41000-307 Repair & Maintenance C	FLOORING OFFICE		\$291.22
Invoice	048324	3/29/2016		
Cash Payment	E 100-41000-307 Repair & Maintenance C	CREDIT FLOORING RETURN		-\$19.09
Invoice	2225157	4/6/2016		
Cash Payment	E 100-43200-208 Training and Instruction	WASTERWATER TRAINING JAMES K		\$200.00
Invoice	2016 MAY	4/18/2016		
Cash Payment	E 230-42200-200 Office Supplies	FD PRINTER INK		\$88.87
Invoice	1935418	4/20/2016		
Cash Payment	E 230-42200-123 Operating Supplies	IDENTIFRE		\$65.97
Invoice	5169	3/17/2016		
Cash Payment	E 230-42200-123 Operating Supplies	IDENTIFIRE		-\$55.73
Invoice	5169	3/17/2016		
Cash Payment	E 230-42200-123 Operating Supplies	PVC ID CARDS		\$20.28
Invoice	5942	3/23/2016		
Cash Payment	E 230-42200-123 Operating Supplies	LAM DEPOT SLOT PUNCH		\$26.34
Invoice	5942	3/23/2016		

Payments

Current Period: May 2016

Cash Payment	E 230-42200-123 Operating Supplies	BADGE RIBBONS		\$54.92
Invoice 5942	4/1/2016			
Cash Payment	E 230-42200-123 Operating Supplies	BADGE CARD PRINTER		\$561.60
Invoice 5942	3/24/2016			
Cash Payment	E 100-41000-433 Dues and Subscriptions	OFFICE 365		\$16.00
Invoice 4816	3/12/2016			
Transaction Date	5/2/2016	ANNANDALE STAT 10100	Total	\$1,697.03

Fund Summary

	10100 ANNANDALE STATE BANK	
100 GENERAL FUND		\$16,754.19
230 FIRE AND RESCUE		\$3,062.73
240 PARKS AND RECREATION		\$350.00
315 BOND PROCEEDS		\$39,868.75
600 WATER FUND		\$353.00
601 SEWER FUND		\$50.00
800 LIBRARY FUND		\$1,746.98
		<u>\$62,185.65</u>

Pre-Written Check	\$0.00
Checks to be Generated by the Computer	\$62,185.65
Total	\$62,185.65

CITY OF CLEARWATER

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*Check Summary Register©

April 2016

Name	Check Date	Check Amt	
10100 ANNANDALE STATE BANK			
Paid Chk# 010240E UNITED STATES TREASURY	4/6/2016	\$2,709.20	WITHHOLDING TAXES
Paid Chk# 010241E MN CHILD SUPPORT PAYMENT	4/6/2016	\$247.80	PAYROLL DEDUCTION
Paid Chk# 010242E MINNESOTA REVENUE	4/6/2016	\$456.14	TAX WITHHOLDING DEPOSIT
Paid Chk# 010243E PUBLIC EMPLOYEES RETIREME	4/6/2016	\$1,450.92	PAYROLL DEDUCTION/BENEFIT
Paid Chk# 010244E AFLAC	4/10/2016	\$162.34	INSURANCE
Paid Chk# 010246E PRINCIPAL FINANCIAL GROUP	4/10/2016	\$285.35	LIFE INSURANCE APRIL
Paid Chk# 010250E MINNESOTA REVENUE	4/11/2016	\$781.00	MARCH SLS TX
Paid Chk# 010252E ADVANCED DISPOSAL	4/12/2016	\$5,990.55	REFUSE/RECYCLE
Paid Chk# 010253E AEM FINANCIAL SOLUTIONS LL	4/18/2016	\$3,183.00	FINANCIAL SERVICES
Paid Chk# 010254E HEALTH PARTNERS	4/26/2016	\$3,913.31	HEALTH INSURANCE PREMIUMS
Paid Chk# 010255E UNITED STATES TREASURY	4/20/2016	\$2,671.97	941 DEPOSIT
Paid Chk# 010256E MN CHILD SUPPORT PAYMENT	4/20/2016	\$247.80	CHILD SUPPORT
Paid Chk# 010257E MINNESOTA REVENUE	4/20/2016	\$448.58	STATE WITH HOLDING
Paid Chk# 010258E PUBLIC EMPLOYEES RETIREME	4/20/2016	\$1,429.79	PERA
Paid Chk# 010259E WRIGHT HENNEPIN COOP ELEC	4/26/2016	\$465.37	APRIL ELECTRIC
Paid Chk# 010261E XCEL ENERGY	4/21/2016	\$2,932.84	MONTHLY UTILITY
Paid Chk# 010262E DEPT. OF LABOR & INDUSTRY	4/26/2016	\$6.25	QUARTERLY BLDG PERMIT SURCHARG
Paid Chk# 010263E XCEL ENERGY	4/21/2016	\$4,675.21	MONTHLY UTILITY
Total Checks		\$32,057.42	

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Payments

Current Period: April 2016

Batch Name	041816 CCMTG	User Dollar Amt	\$49,879.99		
Payments		Computer Dollar Amt	\$49,879.99		
			\$0.00	In Balance	
Refer	1200 AMERIPRIDE				
Cash Payment	E 100-43200-125 Cleaning Service-Unifor	UNIFORMS MARCH			\$40.99
Invoice	2200756830	3/7/2016			
Cash Payment	E 100-43200-125 Cleaning Service-Unifor	UNIFORMS MARCH			\$45.69
Invoice	2200759380	3/14/2016			
Cash Payment	E 100-43200-125 Cleaning Service-Unifor	UNIFORMS MARCH			\$51.33
Invoice	2200761917	3/21/2016			
Cash Payment	E 100-43200-125 Cleaning Service-Unifor	UNIFORMS MARCH			\$45.69
Invoice	2200764474	3/28/2016			
Transaction Date	4/18/2016	ANNANDALE STAT 10100		Total	\$183.70
Refer	1234 CARD SERVICES				
Cash Payment	E 601-49450-212 Motor Fuels	FUEL			\$84.16
Invoice	MARCH 2016	4/1/2016			
Cash Payment	E 600-49400-212 Motor Fuels	FUEL			\$80.82
Invoice	MARCH 2016	4/1/2016			
Cash Payment	E 100-43200-212 Motor Fuels	FUEL			\$44.30
Invoice	031609	3/16/2016			
Transaction Date	4/18/2016	ANNANDALE STAT 10100		Total	\$209.28
Refer	1210 CHADER BUSINESS EQUIPMENT				
Cash Payment	E 100-41000-200 Office Supplies	QTY COPY CHARGE			\$128.30
Invoice	13887	3/31/2016			
Cash Payment	E 100-43100-200 Office Supplies	QTY COPY CHARGE			\$2.41
Invoice	13887	3/31/2016			
Cash Payment	E 100-43200-200 Office Supplies	QTY COPY CHARGE			\$2.41
Invoice	13887	3/31/2016			
Cash Payment	E 230-42200-200 Office Supplies	QTY COPY CHARGE			\$2.41
Invoice	13887	3/31/2016			
Cash Payment	E 240-45300-200 Office Supplies	QTY COPY CHARGE			\$2.41
Invoice	13887	3/31/2016			
Cash Payment	E 600-49400-200 Office Supplies	QTY COPY CHARGE			\$80.20
Invoice	13887	3/31/2016			
Cash Payment	E 601-49450-200 Office Supplies	QTY COPY CHARGE			\$80.20
Invoice	13887	3/31/2016			
Cash Payment	E 603-43200-200 Office Supplies	QTY COPY CHARGE			\$11.23
Invoice	13887	3/31/2016			
Cash Payment	E 603-49500-200 Office Supplies	QTY COPY CHARGE			\$11.23
Invoice	13887	3/31/2016			
Transaction Date	4/18/2016	ANNANDALE STAT 10100		Total	\$320.80
Refer	1211 CHADER LEASING CORPORATION				
Cash Payment	E 100-41000-126 Rental/Lease	MONTHLY LEASE PMNT			\$120.80
Invoice	051016	4/18/2016			
Cash Payment	E 100-43100-200 Office Supplies	MONTHLY LEASE PMNT			\$2.27
Invoice	051016	4/18/2016			
Cash Payment	E 100-43200-200 Office Supplies	MONTHLY LEASE PMNT			\$2.27
Invoice	051016	4/18/2016			

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Payments

Current Period: April 2016

Cash Payment	E 230-42200-200 Office Supplies	MONTHLY LEASE PMNT		\$2.27
Invoice 051016	4/18/2016			
Cash Payment	E 240-45300-200 Office Supplies	MONTHLY LEASE PMNT		\$2.27
Invoice 051016	4/18/2016			
Cash Payment	E 600-49400-200 Office Supplies	MONTHLY LEASE PMNT		\$75.52
Invoice 051016	4/18/2016			
Cash Payment	E 601-49450-200 Office Supplies	MONTHLY LEASE PMNT		\$75.52
Invoice 051016	4/18/2016			
Cash Payment	E 603-43200-200 Office Supplies	MONTHLY LEASE PMNT		\$10.57
Invoice 051016	4/18/2016			
Cash Payment	E 603-49500-200 Office Supplies	MONTHLY LEASE PMNT		\$10.57
Invoice 051016	4/18/2016			
Transaction Date	4/18/2016	ANNANDALE STAT 10100	Total	\$302.06
Refer	1201 CLEAR LAKE/CLWTER SEWER AU			
Cash Payment	E 601-49450-300 Sewer Usage	MARCH SEWER FLOW		\$22,582.80
Invoice 1025 MARCH	4/4/2016			
Transaction Date	4/18/2016	ANNANDALE STAT 10100	Total	\$22,582.80
Refer	1233 CLEARWATER HARDWARE & BAIT			
Cash Payment	E 600-49400-307 Repair & Maintenance C	CHIP BRUSH WELLHOUSE		\$1.78
Invoice 426158	3/9/2016			
Cash Payment	E 100-41000-307 Repair & Maintenance C	JIG SAW BLADE		\$3.49
Invoice 426686	3/17/2016			
Cash Payment	E 100-43100-123 Operating Supplies	LTX GLOVES		\$7.98
Invoice 426951	3/21/2016			
Cash Payment	E 100-43200-123 Operating Supplies	SUPER GLUE		\$1.89
Invoice 426976	3/23/2016			
Cash Payment	E 100-43200-307 Repair & Maintenance C	SOLDERING TIP		\$7.99
Invoice 427101	3/23/2016			
Cash Payment	E 100-41000-307 Repair & Maintenance C	ROLER/MASK TAPE PAINT		\$48.23
Invoice 427176	3/24/2016			
Cash Payment	E 100-41000-307 Repair & Maintenance C	STAIN		\$14.85
Invoice 427227	3/25/2016			
Cash Payment	E 100-41000-307 Repair & Maintenance C	BLACK PIPE/BUSHING		\$26.38
Invoice 427458	3/28/2016			
Cash Payment	E 601-49450-307 Repair & Maintenance C	EYE BOLT/COUPLING		\$4.78
Invoice 427489	3/29/2016			
Cash Payment	E 601-49450-307 Repair & Maintenance C	GALV NIPPLE		\$1.99
Invoice 427493	3/30/2016			
Cash Payment	E 100-41000-307 Repair & Maintenance C	MISC HARD		\$1.84
Invoice 427590	3/30/2016			
Cash Payment	E 100-41000-307 Repair & Maintenance C	TITEBOND GLUE		\$4.49
Invoice 427618	3/30/2016			
Transaction Date	4/18/2016	ANNANDALE STAT 10100	Total	\$125.69
Refer	1223 CLEARWATER PARTS CITY AUTO			
Cash Payment	E 100-43200-123 Operating Supplies	AIR COMPRESSOR OIL		\$13.29
Invoice 62-287600	4/7/2016			
Cash Payment	E 240-45300-307 Repair & Maintenance C	MISC SMALL ENG		\$1.62
Invoice 62-288183	4/13/2016			

CITY OF CLEARWATER

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Payments

Current Period: April 2016

Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$14.91
Refer	1227 DESIGN ELECTRICAL CONTRACT				
Cash Payment	E 600-49400-307 Repair & Maintenance C	AMP FUSE			\$14.94
Invoice	2566	3/29/2016			
Cash Payment	E 600-49400-307 Repair & Maintenance C	400 MH LAMP			\$24.54
Invoice	2566	3/29/2016			
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$39.48
Refer	1229 DYNA SYSTEMS				
Cash Payment	E 100-43200-123 Operating Supplies	CAP SCREW/WASHERS/NUTS			\$96.90
Invoice	23007234	3/30/2016			
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$96.90
Refer	1222 FAIRCHILD EQUIPMENT				
Cash Payment	E 100-43100-598 Capital Outlay - Equipme	STUMP GINDER			\$2,627.25
Invoice	J49528	4/7/2016			
Cash Payment	E 240-45300-598 Capital Outlay - Equipme	STUMP GINDER			\$2,627.25
Invoice	J49528	4/7/2016			
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$5,254.50
Refer	1205 G&K SERVICES				
Cash Payment	E 100-43200-125 Cleaning Service-Unifor	UNIFORMS - MARCH			\$19.63
Invoice	1043422204	3/4/2016			
Cash Payment	E 100-43200-125 Cleaning Service-Unifor	UNIFORMS - MARCH			\$19.63
Invoice	1043427743	3/11/2016			
Cash Payment	E 100-43200-125 Cleaning Service-Unifor	UNIFORMS - MARCH			\$19.63
Invoice	1043433279	3/18/2016			
Cash Payment	E 100-43200-125 Cleaning Service-Unifor	UNIFORMS - MARCH			\$19.63
Invoice	1043438858	3/25/2016			
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$78.52
Refer	1225 GOPHER STATE ONE-CALL				
Cash Payment	E 600-49400-902 Water or WW Testing Fe	LOCATE FAX			\$5.80
Invoice	6030266	3/31/2016			
Cash Payment	E 601-49450-902 Water or WW Testing Fe	LOCATE FAX			\$5.80
Invoice	6030266	3/31/2016			
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$11.60
Refer	1204 GRIES LENHARDT				
Cash Payment	E 100-41600-304 Legal Fees	ORDINANCES/GROWTH INCENTIVE			\$500.00
Invoice	47971	4/8/2016			
Cash Payment	E 100-41600-304 Legal Fees	STATE AUDITOR			\$1,325.00
Invoice	47971	4/8/2016			
Cash Payment	E 100-41600-304 Legal Fees	LEAGUE OF MN CITIES			\$110.00
Invoice	47971	4/8/2016			
Cash Payment	E 100-41600-304 Legal Fees	CITY ORDINANCE			\$176.00
Invoice	47971	4/8/2016			
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$2,111.00
Refer	1231 HANDYMANS, INC				
Cash Payment	E 601-49450-307 Repair & Maintenance C	LAMP FUSES			\$25.96
Invoice	419226	2/16/2016			

CITY OF CLEARWATER

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Payments

Current Period: April 2016

Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$25.96
Refer	1208 LEAGUE OF MINNESOTA CITIES				
Cash Payment	E 100-41100-208 Training and Instruction	SAFETY & LOSS CONTROL KK			\$20.00
Invoice	234539	4/5/2016			
Cash Payment	E 100-43200-208 Training and Instruction	SAFETY & LOSS CONTROL JS			\$20.00
Invoice	234539	4/5/2016			
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$40.00
Refer	1214 MARKLOWITZ, BECKY				
Cash Payment	E 100-41000-125 Cleaning Service-Unifor	CLEANING SVCS APRIL			\$325.00
Invoice	709453	4/1/2016			
Cash Payment	E 800-45200-125 Cleaning Service-Unifor	CLEANING SVCS APRIL			\$200.00
Invoice	709453	4/1/2016			
Cash Payment	E 240-45320-125 Cleaning Service-Unifor	CLEANING SVCS APRIL			\$25.00
Invoice	709453	4/1/2016			
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$550.00
Refer	1203 MIDCO BUSINESS				
Cash Payment	E 100-41000-324 Internet	INTERNET SVC APRIL			\$115.00
Invoice	1370097017955	4/2/2016			
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$115.00
Refer	1228 M-R SIGN CO., INC.				
Cash Payment	E 100-43100-307 Repair & Maintenance C	U-CHANNEL INSERT			\$162.50
Invoice	189886	3/29/2016			
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$162.50
Refer	1207 NOW IT CONNECTS, INC				
Cash Payment	E 100-41000-305 Contracted Services	MONITORING AND NOTIFICATIONS OF ALL DEVICES			\$135.00
Invoice	8239	4/1/2016			
Cash Payment	E 100-41000-305 Contracted Services	COMPUTER SERVICE			\$105.00
Invoice	8267	4/1/2016			
Cash Payment	E 100-41000-305 Contracted Services	TROUBLESHOOTING PC			\$52.50
Invoice	7798	1/5/2016			
Cash Payment	E 100-41000-305 Contracted Services	INSTALL UPDATES ON SERVER			\$105.00
Invoice	8293	4/7/2016			
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$397.50
Refer	1224 OXYGEN SERVICE COMPANY				
Cash Payment	E 100-43200-123 Operating Supplies	CYLINDER RENTAL			\$28.83
Invoice	3339873	3/31/2016			
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$28.83
Refer	1230 PREMIUM WATERS, INC.				
Cash Payment	E 100-43200-384 Bottled Water	MARCH BOTTLED WATER			\$43.50
Invoice	473042-03-16	3/31/2016			
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total	\$43.50
Refer	1213 QUILL CORPORATION				
Cash Payment	E 240-45300-123 Operating Supplies	PAPER TOWELS/TOILET PAPER			\$190.95
Invoice	4501508	3/28/2016			

Payments

Current Period: April 2016

Cash Payment	E 100-41000-200 Office Supplies	COPY PAPER/DIVIDERS		\$83.92
Invoice	4501508	3/28/2016		
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total \$274.87
Refer	1226 SANITATION SERVICES			
Cash Payment	E 240-45300-383 Sanitation	HANDICAP RESTROOM		\$218.82
Invoice	6522	4/1/2016		
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total \$218.82
Refer	1232 TRAUT WELLS, INC			
Cash Payment	E 600-49400-902 Water or WW Testing Fe	T&R MEATS #160469		\$23.00
Invoice	285679	4/8/2016		
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total \$23.00
Refer	1206 VERIZON WIRELESS			
Cash Payment	E 100-43200-321 Telephone	MARCH CELLPHONE		\$50.37
Invoice	9763192910	4/3/2016		
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total \$50.37
Refer	1202 WEST SHERBURNE TRIBUNE			
Cash Payment	E 100-41000-353 Ordinance Publication	NOTICE ORDINANCE 2016-03		\$110.40
Invoice	074360	3/18/2016		
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total \$110.40
Refer	1216 WRIGHT COUNTY AUDITOR/TREA			
Cash Payment	E 100-42100-305 Contracted Services	APRIL PATROL SVC		\$16,348.00
Invoice	APRIL	4/4/2016		
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total \$16,348.00
Refer	1209 YOUNG & BROWN LLP			
Cash Payment	E 100-41600-304 Legal Fees	PREPAIR AUDIT LETTER		\$160.00
Invoice	022416	3/1/2016		
Transaction Date	4/18/2016	ANNANDALE STAT	10100	Total \$160.00

Fund Summary

	10100 ANNANDALE STATE BANK
100 GENERAL FUND	\$23,395.58
230 FIRE AND RESCUE	\$4.68
240 PARKS AND RECREATION	\$3,068.32
600 WATER FUND	\$306.60
601 SEWER FUND	\$22,861.21
603 REFUSE (GARBAGE) FUND	\$43.60
800 LIBRARY FUND	\$200.00
	\$49,879.99

Pre-Written Check	\$0.00
Checks to be Generated by the Computer	\$49,879.99
Total	\$49,879.99

CITY OF CLEARWATER

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*Check Summary Register©

March 2016 to April 2016

Name	Check Date	Check Amt	
10100 ANNANDALE STATE BANK			
Paid Chk# 010230E UNITED STATES TREASURY	3/23/2016	\$2,636.34	SOCIAL SECURITY
Paid Chk# 010231E MN CHILD SUPPORT PAYMENT	3/23/2016	\$247.80	CHILD SUPPORT
Paid Chk# 010232E MINNESOTA REVENUE	3/23/2016	\$444.22	MN REV ST WH
Paid Chk# 010233E PUBLIC EMPLOYEES RETIREME	3/23/2016	\$1,404.61	PERA
Paid Chk# 010234E UNITED STATES TREASURY	3/23/2016	\$521.59	WITHHOLDING TAXES
Paid Chk# 010235E MINNESOTA REVENUE	3/23/2016	\$27.74	TAX WITHHOLDING DEPOSIT
Paid Chk# 010236E UNITED STATES TREASURY	3/30/2016	\$2,160.98	WITHHOLDING TAXES
Paid Chk# 010237E MINNESOTA REVENUE	3/30/2016	\$334.40	TAX WITHHOLDING DEPOSIT
Paid Chk# 010238E UNITED STATES TREASURY	3/30/2016	\$1,378.33	WITHHOLDING TAXES
Paid Chk# 010239E MINNESOTA REVENUE	3/30/2016	\$62.03	TAX WITHHOLDING DEPOSIT
Total Checks		\$9,218.04	

**Clearwater City Council
Regular Council Meeting Minutes
Clearwater City Council Chamber
April 4, 2016**

CALL TO ORDER

Mayor Edmonson called the regular council meeting of April 4, 2016 to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Everyone joined in the pledge of allegiance.

ROLL CALL

- Present: Mayor Edmonson, Council Members Crandall, Ranum, Ritzer, and Lange.
- Absent:
- Staff present: Administrator Kress.
- Public Present: Vern Scott, Diane Eisenschenk, Wally Eisenschenk, Bobby Hunt, Jack Weber, Jim Hadfield, Kay Behrendt, Butch Donat, and Betty Moffitt.
- Others Present: Kevin Bittner – Bolton-Menk, Deputy Becker – Wright County Sheriff's Office, and Ken Francis – Citizen-Tribune.

A quorum was declared present.

APPROVAL OF AGENDA

MOTION by Lange, seconded by Ritzer, to approve the agenda with the addition of "New Business" item E. Discussion on Sportmans Park Field Lease CLAYBA.

Motion carried unanimously.

PUBLIC COMMENT

None.

CONSENT AGENDA

MOTION by Ritzer, seconded by Lange, to approve the following Consent Agenda items:

- a. **Claims/Accounts Payable**
- b. **Approval of 3-07-16 Regular City Council Meeting Minutes**
- c. **Approval of Resolution 2016-12 Approving Temporary Tax Exempt Gambling Permit Church of St. Luke**
- d. **Approval of Resolution 2016-13 Approving Public Works Seasonal/Summer Maintenance**
- e. **Approval for Council Members Lange and Crandall to Attend Annual League of Minnesota Cities Conference**
- f. **Approval of Cancelling April 18, 2016 Regular City Council Meeting**

Motion carried unanimously.

WRIGHT COUNTY SHERIFF DEPUTY REPORT

Deputy Becker addressed the Council on criminal activity within the City. Becker reported a rise in gas drive-offs. Becker confirmed that overall, there has been very little criminal activity.

OLD BUSINESS

- a. **Discussion on Ordinance 2016-04 Specialty and Recreational Vehicles, Resolution 2016-14**

Kress led the discussion and asked the Council the following questions:

- Is a sticker or paper document desired for permitting?
- Is the Council still comfortable with issuing a permit for 1 year?
- Any other desired changes?

Council confirmed they were fine with either a sticker or paper document for permitting. Kress mentioned staff may be able to create a card that would fit in a wallet or purse. Council agreed to change the permit structure from one year to three years with a fee of \$35.00.

MOTION by Lange, seconded by Ritzer, to approve Ordinance 2016-04 Specialty and Recreational Vehicles, and Resolution 2016-14.

Motion carried unanimously.

b. Clean Up Day

Kress gave an overview of the Council Action Request form that was included in the Council packet. There was a brief discussion regarding the trees in Eldorado Park. Council was in agreement to allow the Public Works department the opportunity to remove trees that were desirable to place in other City parks and boulevards. Residents may have the opportunity to mark trees they would like removed for personal use.

c. Discussion on Water and Sewer Rates

Kress gave an overview of the Council Action Request that was in the Council packet. Kress explained that refinancing may be justified if the City cannot comfortably pay the annual debt service payments without creating too much stress on the sewer rate structure. In this case, the PFA loans could be refinanced to extend the debt payments out another 5 or 10-years beyond the current final maturity date of 8-1-27. The "new" debt may have lower annual debt payments, but at a higher interest rate than either 2.08% or 1.70%. Mr. Kress stated that rather than refinance he encouraged raising the sewer and water rates. Kress added that he was awaiting an analysis from bond council to show different scenarios.

NEW BUSINESS

a. Lee Fundanet Discussion on Hotel

Mr. Fundanet discussed the potential for a hotel to be placed in the City of Clearwater. Council agreed to have Mr. Fundanet meet with City staff and member Lange to discuss the possibility of a hotel being built in the city.

b. Discussion on Ordinance 2016-05 Fee Schedule Amendment, Resolution 2016-15

Kress gave an overview of the Ordinance 2016-05 and Resolution 2016-15.

MOTION by Ritzer, seconded by Ranum, to approve Ordinance 2016-05 Fee Schedule Amendment and Resolution 2016-15.

Motion carried unanimously.

c. Discussion on Field Lease Agreement with Rugby Team

Council reviewed the proposed field lease agreement from St. Cloud Rugby. Mr. DuFour gave a brief introduction of the Club and greeted the Council. Mr. Kress was asked to establish a lease agreement for review at the next meeting.

d. Discussion on Copier Lease Agreement

Council reviewed the Council Action Request and asked for input from Mr. Kress. Kress stated that city staff would like to stay with Chader, the current vendor for an additional year at a reduced rate.

e. Discussion on Sportmans Park Field Lease CLAYBA

Administrator Kress informed the Council that members from CLAYBA were interested in utilizing the Sportsmans Park ball fields for practice and league play. Kress added that the Parks Commission met with CLAYBA regarding the field use. CLAYBA estimated that \$6,000.00 of improvements were needed to get the fields to league specifications. The Parks Commission was recommending \$10,000.00 be allocated to fulfill the request.

MOTION by Lange, seconded by Ritzer, to authorize up to \$10,000.00 for field improvements at Sportmans Park.

Motion carried unanimously.

REPORTS

- a. **Mayor and Council** – Mayor Edmonson gave a brief update on meetings at the Capital. There was also a brief discussion regarding knock-down curbs and standard curbs. Mr. Bittner and Administrator Kress were asked to question residents in the North Area Street and Utility project area to see how many residents desire a knock-down entrance.
- b. **Boards** – There was a brief restatement that the Parks Commission met and recommended the field upgrades to Sportsmans Park.
- c. **Staff** – Kress presented his staff report to Council. There was a brief discussion on replacing or cleaning the carpet in the Council chambers. Members agreed to have the carpet cleaned. Members were also in favor of painting the Council chambers.

7. Other –

- a. **Next Meeting – Monday, April 18th, 2016 Board of Equalization 6:00 p.m.**

ADJOURN:

MOTION by Ritzer, seconded by Lange, to adjourn the council meeting, at 8:33 p.m.

Motion carried unanimously.

Kevin Kress, City Administrator

Pete Edmonson, Mayor

Date Approved

Clearwater City Council
Local Board of Appeals and Equalization Minutes
Clearwater City Council Chamber
April 18, 2016

CALL TO ORDER

Acting Mayor Ritzer called the Local Board of Appeals and Equalization meeting of April 18, 2016 to order at 6:00 p.m.

ROLL CALL

Present were: Council Members Crandall, Lange, and Ritzer. Absent: Mayor Edmonson, and Council Member Ranum. A quorum was declared present.

Also present: City Assessor Ken Yager, Wright County Assessor Anthony Rasmuson, and City Administrator Kress.

ASSESSOR – Overview & Process

Assessor Yager reviewed the summary of properties that he had reviewed and the sales that have occurred within the City. There were 26 sales in the study for the 2016 assessment, with the median selling price of \$149,000. Based on these sales the assessment values are within 98.9% of the market values.

Assessor Rasmuson addressed the Council on changing from a Local Board of Appeal and Equalization meeting to having the County coordinate an Open Book meeting instead. Doing so would eliminate the need for a Local Board of Appeal and Equalization meeting. The county would coordinate the Open Book process and all appeals would be handled by the county. Rasmuson added that if the Council was interested they should make a motion at a regular council meeting. A written notification is required by December 1st, 2016.

CONSIDERATION OF APPEALS

There were no appeals presented to be considered.

ADJOURNMENT

MOTION by Crandall, seconded by Lange, to adjourn the Local Board of Appeals and Equalization meeting at 6:17 p.m.

Motion carried unanimously.

Kevin Kress, City Administrator

Pete Edmonson, Mayor

Date Approved

ELDORADO PARK FIELD LEASE AGREEMENT
BETWEEN
CITY OF CLEARWATER
AND
ST. CLOUD RUGBY

This agreement, made this _____ day of _____, 2016, is by and between the City of Clearwater, (hereinafter "City") and the St. Cloud Rugby Club (hereinafter "Club").

WHEREAS, the City owns certain property that is capable of being used to provide recreational opportunities; and

WHEREAS, the City and the Club desires to support the sport of rugby on a portion of said property;

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

1. **Use of Property:** Subject to the terms contained herein and the approval by the City Council of the City of Clearwater, the City shall, make such improvements and maintain the property as necessary for the Club.
2. **Term:** The term of this agreement shall be for five (5) years commencing on the _____ day of _____, 2016. The parties shall have the right to extend the term hereof upon the same terms and conditions for one successive term of five (5) years by giving notice of its intention to extend the lease. The notice must be provided no later than six (6) months prior to the expiration of the initial term hereof.
3. **St Cloud Rugby's Obligations:** Club agrees:
 - A. To cooperate with the City in preparing the field for use. This may include but is not limited to: watering, seeding, line drawing, and other general field maintenance.
 - B. Assist in any improvements and construction to the extent St. Cloud Rugby determines it is feasible. All improvements and alterations to the field require written permission from the City Administrator of the City of Clearwater.
 - C. To provide at Club's expense, one portable toilet for the operating season of April 1, through October 31 each year. The Club shall be responsible for

the installation and removal of the portable toilet. Placement of the toilet will be determined by the Public Works Supervisor of the City of Clearwater.

D. To pay \$1,000 annually for the term of 5 years starting 2016. Payment shall be delivered on or before April 1st of each year. Rent shall not be prorated.

E. To allow the City an exclusive right of first refusal to provide concessions to users of the football field for any special scheduled events at such prices the City may choose.

F. To follow all City Ordinances and clean the area after each event.

4. City's Obligations: The City agrees:

A. To provide for, at the City's expense, maintenance of the property, including mowing and turf maintenance, and trimming.

B. To provide assistance at the football field with conducting special events, to the extent the City determines it is feasible.

4a. Insurance. The Club agrees to maintain Commercial General Liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate, at all times while the Club is using the premises, including all practices, games and tournaments. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured. Club shall annually provide the City with a Certificate of Insurance showing proof of Club's insurance. In the event that a tournament is not sanctioned and pre-approved by USA Rugby, the Club shall be required to provide special event coverage.

5. Hold Harmless:

To the fullest extent permitted by law, Club agrees to hold the City harmless and defend and indemnify the City against any and all claims for property damage, bodily injury or death arising from the construction, use and maintenance of the property for rugby purposes, including the Club's negligence or the Club's performance or failure to perform its obligations under this Agreement. Club agrees this indemnity obligation shall survive the completion or termination of this Agreement.

6. Termination:

A. **Automatic Termination:** This Agreement shall be terminated automatically upon the expiration of the term as provided in Article 2.

B. **Voluntary Termination:** Either party may terminate this lease prior to the expiration of its term by giving twelve (12) months' prior written notice to the other party. The City reserves the right to terminate the agreement or postpone the agreement due to construction or destruction of the field which cannot be repaired in a timely manner.

7. **Improvements:** At the termination of this Agreement, the City shall maintain whatever ownership interests to any and all property provided or installed for use in the operation of the football field and may remove such property at its option. Physical changes or improvements to the property, including but not limited to changes in grade, paving, fences, and other improvements shall also remain the property of the City.
8. **Assignments:** Club or the City may not assign its interests in this Agreement to any other person, corporation or entity.
9. **Merger and Amendments:** All negotiations, considerations, representations, and understandings between the parties are incorporated herein and may be modified or altered only by a written instrument signed by representatives of both parties.
10. **Savings Clause.** If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year written above.

St. Cloud Rugby Club

President

City of Clearwater

Mayor

City Administrator

CITY OF CLEARWATER
COUNTIES OF WRIGHT AND STEARNS
STATE OF MINNESOTA

RESOLUTION NO. 2016-16

A RESOLUTION APPROVING A STEP WAGE INCREASE FOR MIKE FLYNN

WHEREAS, Mike Flynn's anniversary with the City of Clearwater is May 4th and

WHEREAS, the Clearwater City Council has a step program, for employees that provides for a step increase for employees on the anniversary of their employment, provided the employee has a satisfactory performance review; and

WHEREAS, the City Administrator and Public Works Supervisor conducted a performance review and found that Flynn's performance was satisfactory or greater.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clearwater that Mike Flynn is hereby granted a step increase to Step 9 on the City's Wage Scale Summary, and his wage is increased to \$12.81 for seasonal mowing and \$14.35 for seasonal snow removal effective on his anniversary date of May 4th.

BE IT FURTHER RESOLVED that the City Council hereby thanks and congratulates Mike Flynn for his performance and advancement in the City.

Adopted this 2nd day of May, 2016.

Pete Edmonson, Mayor

ATTEST:

Kevin Kress, City Administrator

CITY OF CLEARWATER
COUNTIES OF WRIGHT AND STEARNS
STATE OF MINNESOTA

RESOLUTION NO. 2016-17

A RESOLUTION APPROVING A STEP WAGE INCREASE FOR JACK HELGET

WHEREAS, Jack Helget's anniversary with the City of Clearwater is June 3rd and

WHEREAS, the Clearwater City Council has a step program, for employees that provides for a step increase for employees on the anniversary of their employment, provided the employee has a satisfactory performance review; and

WHEREAS, the City Administrator and Public Works Supervisor conducted a performance review and found that Helget's performance was satisfactory or greater.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Clearwater that Jack Helget is hereby granted a step increase to Step 3 on the City's Wage Scale Summary, and his wage is increased to \$9.74 for seasonal mowing effective on his anniversary date of June 3rd.

BE IT FURTHER RESOLVED that the City Council hereby thanks and congratulates Jack Helget for his performance and advancement in the City.

Adopted this 2nd day of May, 2016.

Pete Edmonson, Mayor

ATTEST:

Kevin Kress, City Administrator

"OPEN BOOK" MEETINGS

What are "Open Book" meetings?

- Alternative to the Local Board of Appeal and Equalization
- An "open book" meeting is a meeting held by the county assessor's office to discuss property owners' questions regarding their assessments.
- Valuation and classification issues are handled by the assessor's staff on a one-on-one basis with the property owner
- No appointment is necessary
- Provides an informal setting for property owners to review their property and ask questions about the assessment.
- Owners would still have the option of appealing to the County Board of Appeal and Equalization, they do not need to attend the open book meeting in order to appeal to the County Board of Appeal and Equalization
- The local board can be reinstated by resolution of the governing body upon proof of compliance with training requirements. The resolution and proof of compliance must be provided to the County Assessor before December 1st of any year to be effective for the following year's assessment.

The "Open Book" Process

- Valuation Notices are mailed in March
- Property Owners contact the assessor's office to discuss any concerns or questions they have regarding the assessment
- If necessary, the appraiser will make an appointment to view the property
- Any unresolved concerns can be heard at the County Board of Appeal and Equalization in June

Planning ahead for the 2017 Assessment

- Interested jurisdictions need to inform the County Assessor of their intent to transfer the local board duties to the county board before December 1 of any year to be effective for the following year's assessment.
- For the 2017 assessment, the County Assessor needs written notification by December 1st, 2016.

THE BENEFITS OF "OPEN BOOK" MEETINGS

Benefits for the Property Owner:

- No appointment needed
- Owners can schedule a time for the assessor to view their property
- The setting is less intimidating; with no need for the owner to "present" their appeal to their neighbors
- Property owners can compare their values to the values of other similar properties
- Questions and concerns are often resolved immediately
- Property owners may appeal to the County Board of Appeal and Equalization and/or to Tax Court if not satisfied with the outcome

Benefits for the Local Board:

- this alternative saves time for local board members
- money savings for the local jurisdictions due to the cost of holding the meetings
- eliminates the need for the board to become familiar with the local real estate market
- confrontational situations with constituents can be avoided

Benefits for the County:

- allows for immediate consideration of issues
- an efficient use of resources due to the ability to combine several jurisdictions into one meeting

**CITY OF CLEARWATER
REQUEST FOR COUNCIL ACTION**

Requested Date of Council Consideration: 5-2-16 Flexibility: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Originating Department: Administration
Agenda Item: Old Business Item a. Discussion on Water and Sewer Rates	Presenter: Administrator, Kevin Kress Estimated Time: <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> 5 Min. <input type="checkbox"/> 15 Min. <input type="checkbox"/> 30 Min. <input type="checkbox"/> 45 Min. <input type="checkbox"/> 1 Hour
Council Action Requested: <input checked="" type="checkbox"/> Information/Review <input type="checkbox"/> Motion to approve... <input type="checkbox"/> Motion to deny... <input type="checkbox"/> Other <input type="checkbox"/> Budget Change This is for informational purposes only at this time.	
Background: The City currently has two MN Public Facility Authority (PFA) loans payable from sewer rates/charges. The 1997 PFA loan has a final maturity date of 2-1-19, with \$246,032 in Principal outstanding, at an interest rate of 2.08%. The 2008 PFA loan has a final maturity date of 8-1-27, with \$5,335,000 in Principal outstanding, at an interest rate of 1.70%. Separately, or combined, the PFA loans could theoretically be refinanced. In the best situation, a refinancing is typically conducted in order to lock into lower interest rates, resulting in lower annual debt service payments. Even in today's low interest rate environment, however, the City could not obtain lower interest rates that the PFA loans enjoy. A refinancing may be justified if the City cannot comfortably pay the annual debt service payments without creating too much stress on the sewer rate structure. In this case, the PFA loans could be refinanced to extend the debt payments out another 5 or 10-years beyond the current final maturity date of 8-1-27. The "new" debt may have lower annual debt payments, but at a higher interest rate than either 2.08% or 1.70%. The PFA does not typically allow borrowers the option to extend/restructure their existing loans. But, in rare circumstances, when a City comes to them and tells them they will likely default on their future payments, they may take a look at restructuring the existing loan(s). It is quite a lot of work and cost to go through the process. The borrower (City) must send the PFA an official letter requesting the restructuring along with the reason for the request and the proposed remedy. The PFA will then run some calculations to see if it is even possible to extend the loan (must financially qualify for 30 years using MHI, number of users, costs, etc.). If the City does qualify, we will need to work with our financial advisor to come up with cash flows to justify having a 30 year loan will remedy the situation. The City will make a presentation to the PFA board members who will accept or reject the restructuring request. The Bond Counsel will need to get involved to draft up the new bond documents and to cancel /revise the old ones. Usually takes around 6-9 months to get things done. Restructuring usually results in a higher interest rate on the new loan so something to think about.	

If the Council feels restructuring our existing loans is the only way to alleviate the cash flow deficits, then it may be something you might want to pursue. Refinancing does not guarantee that the rates will be lower, the PFA will require our fees be enough to satisfy the loan requirements.

Rather than refinance I lean towards raising the sewer and water rates as previously discussed.

Supporting Documents: Attached None

Department Head Signature/Date:

Clerk/Treasurer Signature/Date:

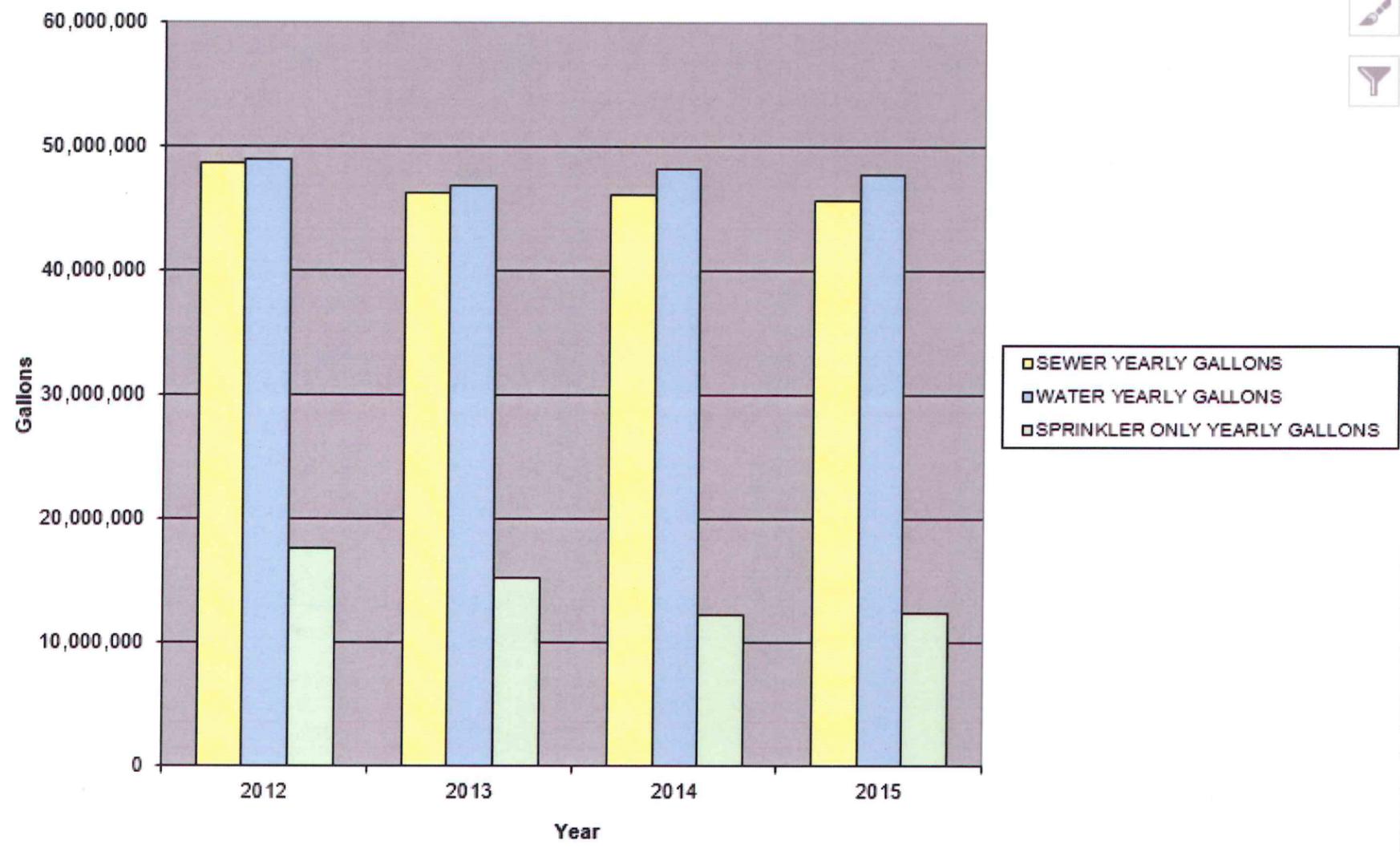
ACTION TAKEN Approved Denied Tabled Accepted Report Other

CITY OF CLEARWATER, MINNESOTA
FEE SCHEDULE

Public Utility	2011	2012	2013	2014	2015	2.50%	3.00%	3.50%	4.00%	4.50%	5.00%
Sewer:											
Demand Charges:											
Commercial Demand Charges (Per 1,000 gallons)	\$13.13	\$13.52	\$13.52	\$13.52	\$13.52	\$13.86	\$13.93	\$13.99	\$14.06	\$14.13	\$14.20
Residential Demand Charges (Per 1,000 gallons)	\$8.93	\$9.20	\$9.20	\$9.50	\$9.50	\$9.74	\$9.79	\$9.83	\$9.88	\$9.93	\$9.98
Fixed Fee:											
Commercial Fixed Fee (Per Month, Per Equivalent Residential Unit*)	\$25.99	\$26.77	\$28.65	\$29.65	\$28.65	\$29.37	\$29.51	\$29.65	\$29.80	\$29.94	\$30.08
Residential Fixed Fee (Per Month, Per Equivalent Residential Unit*)	\$25.99	\$26.77	\$28.65	\$29.65	\$28.65	\$29.37	\$29.51	\$29.65	\$29.80	\$29.94	\$30.08
Sewer Availability Charge (SAC) (Per Equivalent Dwelling Unit)	\$7,507.50	\$7,732.73	\$7,750.00	\$5,607.00	\$5,607.00	\$5,747.18	\$5,775.21	\$5,803.25	\$5,831.28	\$5,859.32	\$5,887.35
Trunk Fee (per acre)	\$1,430.00	\$1,472.90	\$1,517.00	\$1,517.00	\$1,517.00	\$1,554.93	\$1,562.51	\$1,570.10	\$1,577.68	\$1,585.27	\$1,592.85
Water:											
Disconnect Fee	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$51.25	\$51.50	\$51.75	\$52.00	\$52.25	\$52.50
Demand Charges:											
Commercial Demand Charges (Per 1,000 gallons)	\$1.19	\$1.23	\$1.30	\$1.30	\$1.30	\$1.33	\$1.34	\$1.35	\$1.35	\$1.36	\$1.37
Residential Demand Charges (Per 1,000 gallons) up to 9,999 gallons**	\$1.19	\$1.23	\$1.30	\$1.30	\$1.30	\$1.33	\$1.34	\$1.35	\$1.35	\$1.36	\$1.37
Residential Demand Charges (Per 1,000 gallons) 10,000 gallons and up**	\$1.75	\$1.80	\$1.80	\$1.80	\$1.80	\$1.85	\$1.85	\$1.86	\$1.87	\$1.88	\$1.89
Fixed Fee:											
Commercial Fixed Fee (Per Month, Per Equivalent Residential Unit*)	\$5.50	\$5.69	\$5.69	\$5.80	\$5.00	\$5.13	\$5.15	\$5.18	\$5.20	\$5.23	\$5.25
Residential Fixed Fee (Per Month, Per Equivalent Residential Unit*)	\$5.50	\$5.69	\$5.69	\$5.80	\$5.00	\$5.13	\$5.15	\$5.18	\$5.20	\$5.23	\$5.25
Hydrant Demand Charges (Per 1,000 gallons)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.25	\$10.30	\$10.35	\$10.40	\$10.45	\$10.50
Minnesota Department of Health Test Fee	Prevailing Rate										
Re-connect Fee	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$51.25	\$51.50	\$51.75	\$52.00	\$52.25	\$52.50
Trunk Fee (per acre)	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,050.00	\$2,060.00	\$2,070.00	\$2,080.00	\$2,090.00	\$2,100.00
Water Availability Charge (WAC) (Per Equivalent Dwelling Unit)	\$1,890.00	\$1,956.15	\$1,975.71	\$1,975.71	\$1,975.71	\$2,025.10	\$2,034.98	\$2,044.86	\$2,054.74	\$2,064.62	\$2,074.50

	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T
1																			
2	2011		2012		2013		2014		2015	Sewer	2011		2012		2013		2014		2015
3																			
4	\$ 61,017		\$ 50,123		\$ 25,061		\$ 24,282		\$ 146,494.00	Change in Net Cash Position	\$ (70,861)		\$ (117,319)		\$ (109,338)		\$ (22,943)		\$ (60,817.00)
5		\$ (10,894)		\$ (25,062)		\$ (779)		\$ 122,212		Change from Year Prior		\$ (46,458)		\$ 7,981		\$ 86,395		\$ (37,874)	
6																			
7	\$ 854,384		\$ 904,507		\$ 929,568		\$ 953,850		\$ 1,100,344.00	End of Year Reserve Balance	\$ 486,535		\$ 369,216		\$ 259,878		\$ 236,935		\$ 176,118.00
8		\$ 50,123		\$ 25,061		\$ 24,282		\$ 146,494.00		Change from Year Prior		\$ (117,319)		\$ (109,338)		\$ (22,943)		\$ (60,817.00)	

Utility Usage



CITY OF CLEARWATER
REQUEST FOR COUNCIL ACTION

Requested Date of Council Consideration: 5-2-16 Flexibility: <input type="checkbox"/> YES <input type="checkbox"/> NO	Originating Department: Administration
Agenda Item: Old Business Item b. Discussion on Lions Club and Food Shelf Agreements	Presenter: Administrator, Kevin Kress Estimated Time: <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> 5 Min. <input type="checkbox"/> 15 Min. <input type="checkbox"/> 30 Min. <input type="checkbox"/> 45 Min. <input type="checkbox"/> 1 Hour
Council Action Requested: <input checked="" type="checkbox"/> Information/Review <input type="checkbox"/> Motion to approve... <input type="checkbox"/> Motion to deny... <input type="checkbox"/> Other <input type="checkbox"/> Budget Change	
Background: (See enclosed draft agreement) The Food Shelf and the Lions Club were both presented with draft agreements to review at their convenience. They have the following requests: <ul style="list-style-type: none"> • Removing any language stating the Lions Club/Food Shelf will be responsible for maintenance of the building. • Removing the lease payment language of \$6,000 The Lions Club proposed the following: <ul style="list-style-type: none"> • The Lions Club and the Food Shelf acknowledge that the space used in the building does have value, and some compensation is fair and equitable. The Lions Club is proposing to cover the costs for all utilities (Heat, water/sewer, gas/electricity, garbage, cleaning etc.) in the building. This will include the Food Shelf's portion of the building. • Bills would be sent directly to the Lions Club to reimburse the City for any utility charges (including the food shelf's portion.) Dollar amounts will be rounded up to an even number, i.e. \$475 bill would be rounded up to \$500 monthly. <p>I am seeking the Council's feedback for how the Lease Agreement should look. The Food Shelf is having a meeting on May 11th and will provide further feedback. I hope to have finalized Lease Agreements for the May 16th Council meeting.</p>	
Supporting Documents: <input checked="" type="checkbox"/> Attached <input type="checkbox"/> None	
Department Head Signature/Date:	
Clerk/Treasurer Signature/Date:	

AGREEMENT BETWEEN
THE CITY OF CLEARWATER
AND
CLEARWATER FOOD SHELF

THIS AGREEMENT, dated this _____ day of _____, 20____, by and between the City of Clearwater, Minnesota, a municipal corporation organized and existing under the laws of the State of Minnesota, hereinafter referred to as "CITY", and Clearwater Food Shelf, hereinafter referred to as "LESSEE".

WHEREAS, the CITY is the owner of certain real property known as Lions Park, located at, 1100 County Road 75., Clearwater, MN 55320,; and

WHEREAS, LESSEE is requesting to occupy and use for public park purposes, the public park property and buildings thereon, and;

WHEREAS, both parties wish to enter into an agreement for the management of the Food Shelf at Lions Park in the Lions Building which will provide benefits to the community.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, parties agree as follows:

1. TERM

A. The term of this Agreement shall be for a period of three (3) years, coinciding with the fiscal year of the CITY, except that the first term shall commence upon the date of execution of this Agreement and conclude at the end of Fiscal Year 2016. Thereafter, the parties may renew this Agreement annually until terminated upon written notice by either the CITY or LESSEE. The termination request shall be submitted by September 1st prior to the initiation of the term.

2. USE OF SITE.

A. LESSEE shall staff and manage the Food Shelf during the term of this Agreement, and shall manage the staff and events at the facility. Public use of the facility in the form of access to buildings, equipment, restrooms and grounds will be maintained at a level to be agreed upon by the CITY and LESSEE. LESSEE shall be responsible for all staffing, compensation, hiring, termination, and supervision of Food Shelf.

B. MECHANICAL AND PERSONAL PROPERTY. The mechanical and personal property of the City set forth on the schedule attached to this Agreement, as Exhibit A, shall be deemed to be part of the facility managed by LESSEE, shall be accepted "as-is" and at the termination of the Agreement, shall be returned to the City in substantially the same condition as

set forth in **Exhibit A**, absent normal wear and tear, and alterations occasioned by routine maintenance and/or repair. All of the detached furniture and equipment owned by the City shall remain the property of the City although it may be used by LESSEE during the term of this Agreement. All furniture and equipment is required to remain on site unless authorized by the City. The mechanical and personal property of LESSEE is set forth on the schedule attached to this Agreement as **Exhibit B**.

- E. The CITY shall be responsible for staffing all events managed by the CITY.
- F. The CITY shall continue to list Lions Park as a City park and recreation facility.
- G. With the prior written approval of the CITY, LESSEE shall have the right to enter into relationships with other non-profit entities or individuals to rent the space for an event or meeting.

3. PAYMENT.

- A. LESSEE shall pay to CITY an annual lease rent of \$6,000 due on January 1 of the fiscal year.
- C. The CITY shall retain ownership of the Lion Park and buildings, LESSEE shall not be required to pay any real property tax or assessments connected with the premises.

4. MAINTENANCE & REPAIR

- A. LESSEE shall be responsible for all maintenance, repairs and housekeeping for any space occupied by the Food Shelf, including daily cleaning, and routine repairs. LESSEE will provide staff and supplies for that purpose.
- B. LESSEE shall be responsible for disposal of all trash and other refuse resulting from a Food Shelf event.
- C. CITY shall be responsible for all grounds maintenance. Grounds will be maintained at the same level as other City facilities
- D. CITY shall in the event of winter operations be responsible for all snow and ice removal on steps, walkways and parking lots. All steps, walkways and parking lots must be maintained in a safe and passable condition, and snow removal shall take place after each accumulation of more than two (2) inches of snow.
- E. LESSEE is responsible for all minor repairs to the interior and exterior of the buildings. Such repairs include, but are not limited to: plumbing and electrical repairs, door handles, heating and cooling system repairs, flooring repairs, and interior/exterior painting.

- F. LESSEE must receive CITY approval prior to repairing, replacing, renovating or retrofitting any of the structural parts of the leased premises including: footings, and foundations, beams, joists, columns, load-bearing walls, exterior walls and façade, stairs, floors, decks, ramps, ceilings, roofs and roofing. LESSEE shall not be responsible for repair or replacement of main utility lines, or water mains. CITY approval may include approval by the City Administrator, subject to administrative spending authority limitations.
- G. The cost for repairs, replacements, or maintenance of other items, including items listed on Exhibit A, shall be distributed as follows:
 1. LESSEE will be responsible for repair items which cost up to \$1000.
 2. For repair costs above \$1000, LESSEE and the CITY shall each pay 50%.
 3. The City will charge \$100 per occurrence that the Food Shelf has not cleaned and/or disposed of trash in relation to a Food Shelf event.
- H. LESSEE understands that the CITY is not obligated to replace items included in Exhibit A should they fail to be in operating condition, and will only do so at its own discretion.

5. ALTERATIONS.

LESSEE will not make any alterations to the premises without the written consent of the CITY. If LESSEE desires to make any such alterations, an accurate description of the project shall first be submitted to the CITY in writing and such alterations shall be done at the expense of LESSEE. All such work shall be done under the CITY'S supervision and any improvements shall become the property of the CITY at the end of the Agreement term. LESSEE agrees that any alterations shall be done in a workmanlike manner and in conformance with all applicable laws, regulations and building codes; that the structural integrity of any and all building systems will not be impaired and that no liens will be attached to the premises by reason thereof.

6. REPRESENTATIVES.

The City's representative for this Agreement will be the City Administrator. The LESSEE representative for the purposes of this Agreement will be _____. Any notices or correspondence on this Agreement shall be sent to:

CITY:
 City of Clearwater
 PO Box 9
 Clearwater, MN 55320
 ATTN: City Administrator

LESSEE :
 Clearwater Food Shelf
 P.O. Box
 Clearwater, MN 55320
 ATTN:

All notices shall deemed to have been given upon deposit in a United States mail box, postage pre-paid, as provided above.

7. INDEMNIFICATION.

LESSEE agrees to indemnify, defend, save and hold harmless, the CITY and all its agents, officers and employees thereof from all claims, demands, actions, judgments, suits or causes of action of any nature or character, arising out of LESSEE use of the premises except to the extent that such claims arise out of the CITY'S failure to maintain the premises in accordance with this Agreement. LESSEE shall provide the CITY with notice of any injuries, claims, or suits submitted to them, within thirty (30) days of receipt of such notice, claim, or suit.

8. INSURANCE.

The CITY shall insure the CITY's buildings for fire and comprehensive property damage coverage. LESSEE will provide the following insurance during the term of the Agreement:

- a) LESSEE shall be responsible for the self-insurance of, or for the acquisition of Commercial Property insurance on its own personal property and the property of anyone using the facility.
- b) Comprehensive general liability insurance including blanket contractual liability coverage and personal injury liability coverage \$1,000,000, with a combined single limit of not less than \$2,000,000 aggregate. Such insurance shall 1) Name the City of Clearwater as "additional insured" 2) be primary with respect to the CITY'S liability insurance or self-insurance and 3) not exclude explosion, collapse, or underground property damage.
- c) Worker's Compensation insurance with not less than the statutory minimum limits, and employer's liability insurance with minimum limits of at least \$100,000 per accident.
- d) LESSEE shall supply to the CITY current insurance certificates for policies required in this Agreement. The certificates shall certify whether or not LESSEE has errors and omissions insurance coverage.
- e) Nothing in this Agreement shall constitute a waiver by the CITY of any statutory limits or exceptions on liability.
- f) LESSEE shall place insurance with responsible insurance companies authorized and licensed to do business in the State of Minnesota and approved by the CITY, and shall deliver copies of the policies to the CITY on or before the date of the full execution of this Agreement if required. The policies shall be endorsed to indicate that the insurer cannot cancel or change the insurance without first giving the CITY 30 day's written notice.
- g) Waiver of Subrogation. The CITY waives its right of subrogation for damage to the premises, contents therein, loss of income, up to the amount of insurance proceeds collected. LESSEE waives its right of subrogation for damage to the premises, contents therein, loss of income, up to the amount of respective insurance proceeds collected. The parties shall notify their respective insurance companies, in writing, of the provisions of this paragraph, and if either cannot waive its subrogation rights, shall immediately notify the other party, in writing.
- h) Should LESSEE fail to purchase or maintain the insurance required herein, the CITY may at its option purchase said insurance in the commercial market and LESSEE shall reimburse the CITY for all premiums and costs whatsoever for said insurance.

9. NON-DISCRIMINATION.

LESSEE will not discriminate against any person wishing to use the pavilion or its grounds because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance and will take affirmative steps to ensure that participants are treated without the same during their participation in programs or use of the facility.

10. RIGHT OF ENTRY.

At all times during the term of this Agreement, the CITY retains ownership of the premises and shall have the right, by itself, its agents and employees, to enter into and upon the Premises during reasonable business hours or, in the event of an emergency, at any time for any legitimate purpose.

11. TERMINATION.

- A. Either party may terminate this Agreement by giving written notice to the other party ninety (90) days prior to cancellation or termination.
- B. At the termination of this Agreement the premises shall be surrendered peacefully and returned to the CITY in the same condition as received, reasonable wear and tear notwithstanding.

12. AMENDMENTS.

No amendments to this Agreement shall be effective without being reduced to writing and executed by both parties.

13. ASSIGNMENT.

The CITY and LESSEE each binds itself and its successors, legal representatives, and assigns of such other party, with respect to all covenants of this Agreement; and neither the CITY nor LESSEE will assign or transfer their interest in this Agreement without the written consent of the other, with the understanding that LESSEE may rent portions of the Site to other parties, with approval of the CITY, upon terms agreeable to LESSEE and may retain the rental proceeds. The CITY shall not withhold consent for reasonable requests. Nothing in this Agreement shall preclude LESSEE from seeking additional funding through grant proposals submitted to foundations and other potential sources of funds, including the CITY.

14. WAIVER.

Any fault of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any of this Agreement's provisions.

16. ENTIRE AGREEMENT.

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

IN WITNESS WHEREOF, the parties have set their hands the date first written above.

LESSEE:

CITY OF CLEARWATER

Clearwater Food Shelf

Mayor

Clearwater Food Shelf

City Administrator

EXHIBIT A
City Property List

Description of Property

Condition of Property

Date

EXHIBIT B
Lessee Property List

Description of Property

Condition of Property

Date



AGENDA REQUEST

Name: Wendy Willberg Lemke

Address: 1403 Franklin Ave. NW Clearwater, MN 55320

Phone number: 3204921911 **Alternate:**

Date requesting: 5-2-16 **Allotted time on agenda:** 10 minutes

Number of attendees: 1

Nature of request: Would like City of Clearwater to pass an ordinance for registering domestic partnerships so that couples who meet the criteria could then have access to their employer's benefits for medical insurance. As a resident and a health care provider, I'm aware that this could benefit residents of the city of Clearwater.

Expectations from Council:

Confirmed Date: _____ **Time:** _____

Confirmed with requestor: _____

AGENDA REQUEST

Name: Jim Lanes

Address: 5486 116th St NW Maple Lake MN 55358

Phone number: 952-454-6596 **Alternate:** 763-271-5896

Date requesting: May 2nd, 2016 **Allotted time on agenda:** 5 min

Number of attendees: 1

Nature of request:

We would like to request that the rental fee of \$50/\$100 deposit be waived to allow for charitable event to take place. Here are the initial plans we have so far;

Name of event: Lunch Bunch

What it is: This is a free lunch for area kids we have discussed with partnering with the food shelf team. The youth would like to move forward with the idea and see if we could use the Clearwater Lions pavilion for serving the lunch and plan an activity.

Dates: Lunch Bunch dates:

June 8

July 13

August TBD

Time: The spent at the pavilion would be approximately 2-4 hours at the most, over the lunch hour (10-2?)

Advertising: The event would be advertised with flyers out to perhaps the apartments & other housing in the area, area churches, food shelf and in the Clearwater paper. We would be asking the Rejoice congregation to donate food to make meals.

Expectations from Council:

Confirmed Date: _____ **Time:** _____

Confirmed with requestor: _____

Council meetings are held the first and third Monday's of the month 7:00p.m. at City Hall. Agenda request must be received in City Hall by noon on the Tuesday prior to the scheduled council meeting in order to be put on the agenda for that specific Monday evening.

AGENDA REQUEST

Name: Rich Petty on behalf of Kayleen Larson Legacy Foundation

Address: 1370 Sunrise Court

Phone number: 320.493-5886 Alternate: _____

Date requesting: 28 April 2016 Allotted time on agenda: 10 min.

Number of attendees: 1

Nature of request:

Request waiver of sign fee, special event fee, city to provide 3 porta-potties in the city park.

Expectations from Council:

Grant waiver and provide 3 porta-potties for our non-profit. We are a 501(c)(3) and this council ~~granted us~~ provided porta-potties for another civic group after denying us last year.

Confirmed Date: 5-2-16 Time: 7:00

Confirmed with requestor: Kevin

Council meetings are held the first and third Monday's of the month 7:00p.m. at City Hall. Agenda request must be received in City Hall by noon on the Tuesday prior to the scheduled council meeting in order to be put on the agenda for that specific Monday evening.



From Site to Finish

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401

Tel: 612-252-9070
Fax: 612-252-9077
www.landform.net

TO: Clearwater City Council
FROM: Kendra Lindahl, Landform
DATE: April 28, 2016 for the May 2, 2016 City Council Meeting
RE: Annexation Planning

1. Background

The City Council held a work session on January 19, 2016 to discuss considerations for annexation in surrounding Townships. Annexation was identified as a June 2016 priority in the 2016 Work Plan, however, Council asked to prioritize this item. As a result of this workshop, Council decided to pursue the following actions:

- a. Landform, Bolton & Menk and the City Administrator will meet to identify infrastructure data that would help Council better understand water and sewer capacity in surrounding areas as well as the associated costs that may result in extension to surrounding areas.
- b. Landform will work with the City Administrator to pull together additional baseline data that would identify areas that make sense to annex.
- c. Reach out to the surrounding Townships to gauge interest in annexation agreements. These meetings are intended to be very informal – we will not be asking for annexation, rather they will be a way for the Council to “take the temperature” of the surrounding communities.
 - i. The City Administrator, the Mayor and Landform will meet with Clearwater Township and Lyndon Township.
 - ii. The Mayor and City Administrator will meet with Clear Lake Township.

2. Project Update

City staff met with the Mayor, Landform and Bolton & Menk on February 22nd to refine the work plan.

The Mayor has reached out to Clear Lake Township and the initial response was that, if the township considered annexation, they would likely look to incorporate with the City of Clear Lake.

- Staff recommends that no additional effort be spent on pursuing this option due to lack of interest from the township and the fact that that the township is located in Sherburne County, which would cause a number of administrative challenges for City Hall staff.

Lyndon Township is located in Stearns County. The annexation of this area, which is shown on the 2015 Comprehensive Plan as a 1,751 acre annexation area in Area 1 and a 1,087 acre annexation area in Area 2. The City of Clearwater is 980 acres in size. The Township has expressed some interest in annexing into Clearwater rather than St. Cloud. However, due to the Stearns County location, there will be some challenges for the annexation into Clearwater.



Clearwater Township is located in Wright County. The planned annexation area is 1,895 acres, which would triple the area of the City of Clearwater. We have an existing Orderly Annexation Agreement in place.

Infrastructure Implications

The City Engineer has reviewed the City utility plans and found no evidence that a feasibility study for the cost of infrastructure extension to any of these potential annexation areas has been prepared. A feasibility study would be required to fully understand the capacity of the City to serve the different annexation areas. The short answer is that the annexation areas can be served by the City, however, without additional investment in studying the areas we cannot evaluate the true cost/benefit of these improvements.

Key Considerations

When considering annexation, the City Council must ask "Why are we annexing land?"

According to the National League of Cities "Regardless of city size or geography, all cities experience some development outside their boundaries (in the "fringe" areas) due to cheaper property and less restrictive zoning laws. Not only are these fringes socially and economically linked to the city, but oftentimes the residents and industrial and commercial businesses in the fringe areas utilize the city's resources and services without contributing their share of the cost to the city. Such practices strain the effectiveness of municipal governance. In addition, the growth of separate fringe areas may produce a complex pattern of government by multiple jurisdictions, resulting in confusion of authority and an inefficient overlapping of services." However, there is controversy. The townships often feel that annexation jeopardizes their ability to preserve their identity and their tax base.

For a city annexing land has a number of costs:

- Operational cost to increase services (Fire, police, infrastructure maintenance)
- Capital costs (street improvement, installation of sewer and water)
- Public facilities (schools, libraries, etc.)
- Zoning / building code enforcement increases
- Political costs from township land owners who may not want to be annexed into the city (the annexation into the city will likely increase their taxes due to the additional services provided by the city).

For a city, the value of annexation may include:

- Expansion of the tax base
- Expanded population, which may increase political capital in the County

Next Steps:

There are a number of options, including:



- a. Direct staff to focus efforts on preparing for annexation of Clearwater Township. The first step would be to update the annexation agreement to simplify the process of bringing land into the City. This effort would be led by the City Attorney with direction from the City Administrator and assistance from Landform.
- b. Direct staff to continue analyzing annexation areas in both Clearwater Township and Lyndon Township. The next steps could include engineering feasibility studies, tax capacity analysis and an updated land use plan. This would be a significant investment of resources. Staff from Landform and Bolton & Menk could be directed to prepare work plans and budgets.
- c. Continue to explore feasibility of annexation in three townships.

Staff believes that annexation planning is most effective when we have a targeted area. Therefore, we recommend the following:

- a. Make no changes to the Comprehensive Plan, which shows both the Clearwater Township and Lyndon Township Annexation areas.
- b. Do not invest any more time in the potential Clear Lake annexation discussion for the reasons noted above.
- c. Keep the Lyndon Township annexation areas on the Comprehensive Plan, but defer detailed efforts to establish an annexation agreement and focus on Clearwater Township. The status of the Lyndon Township annexation should be revised in 2017.
- d. Focus staff efforts on updating the Clearwater annexation agreement. The agreement was signed on January 17, 2012 and the parties agreed to review the agreement every 3 years. The review did not take place and should be a priority to update and ensure a more streamlined process for annexation if possible. Upon completion of the updated annexation agreement:
 - i. Direct the City Engineer to prepare a conceptual utility plan for the annexation area. This effort could be completed in 3-4 months and the City Engineer could prepare a work plan and budget for Council approval.
 - ii. Direct staff to evaluate potential updates to the land use plan for this area.
 - iii. Direct staff to evaluate current City policies for extension of public infrastructure to ensure cost effective expansion.

3. Action

Provide direction to staff on next steps.

Attachments

- 1. Annexation Map – Context
- 2. Annexation Map – Land Use

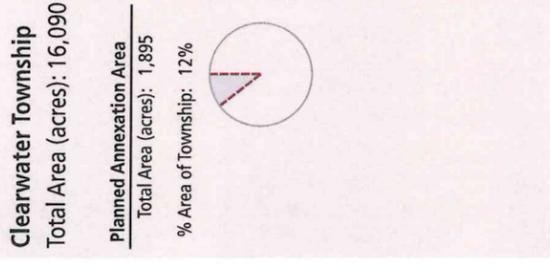
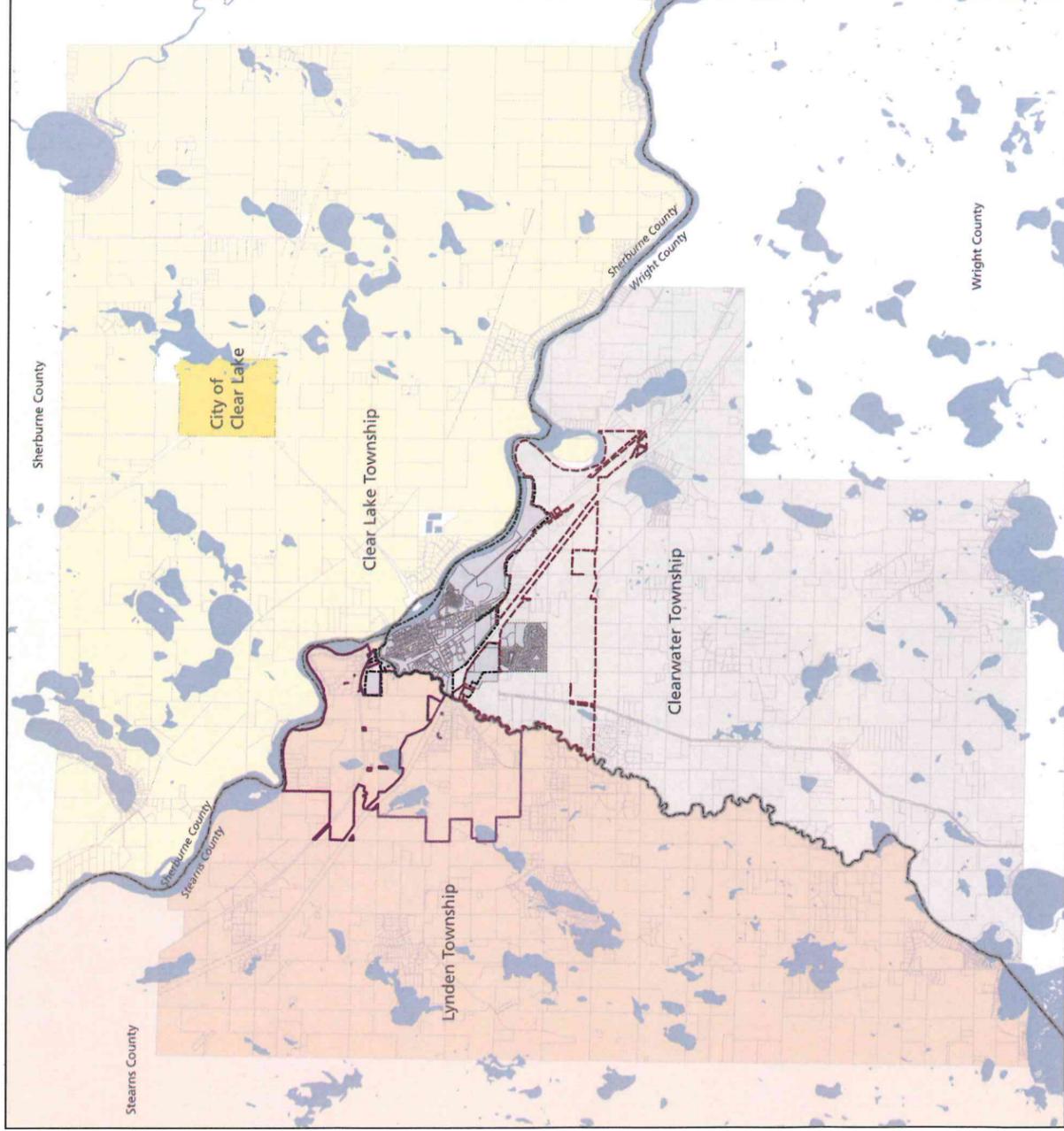
CONTEXT MAP

City of Clearwater, MN

LEGEND

-  City of Clearwater Boundary
-  Area of Annexation Agreement
-  County Boundary
-  Potential Annexation Area 1
-  Potential Annexation Area 2
-  City of Clearwater
-  Clearwater Township
-  Lynden Township
-  Clear Lake Township
-  Open Water

City of Clearwater Total Area = 980 acres



Not to Scale
DRAFT APR-2016

LAND USE MAP

City of Clearwater, MN

LEGEND

- City of Clearwater Boundary
- - - Area of Annexation Agreement
- ▬ County Boundary
- ▬ Potential Annexation Area 1
- ▬ Potential Annexation Area 2
- Open Water

City of Clearwater and Agreed Area of Annexation Future Land Use

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Old Town
- Commercial
- Industrial
- Mixed Commercial/Residential
- Mixed Commercial/Industrial
- Public/Institutional

Clearwater Township Future Land Use (Excluding the City of Clearwater)

- Residential
- Rural Residential
- Residential Large Lot
- Agriculture
- Transition

Lynden Township Future Land Use

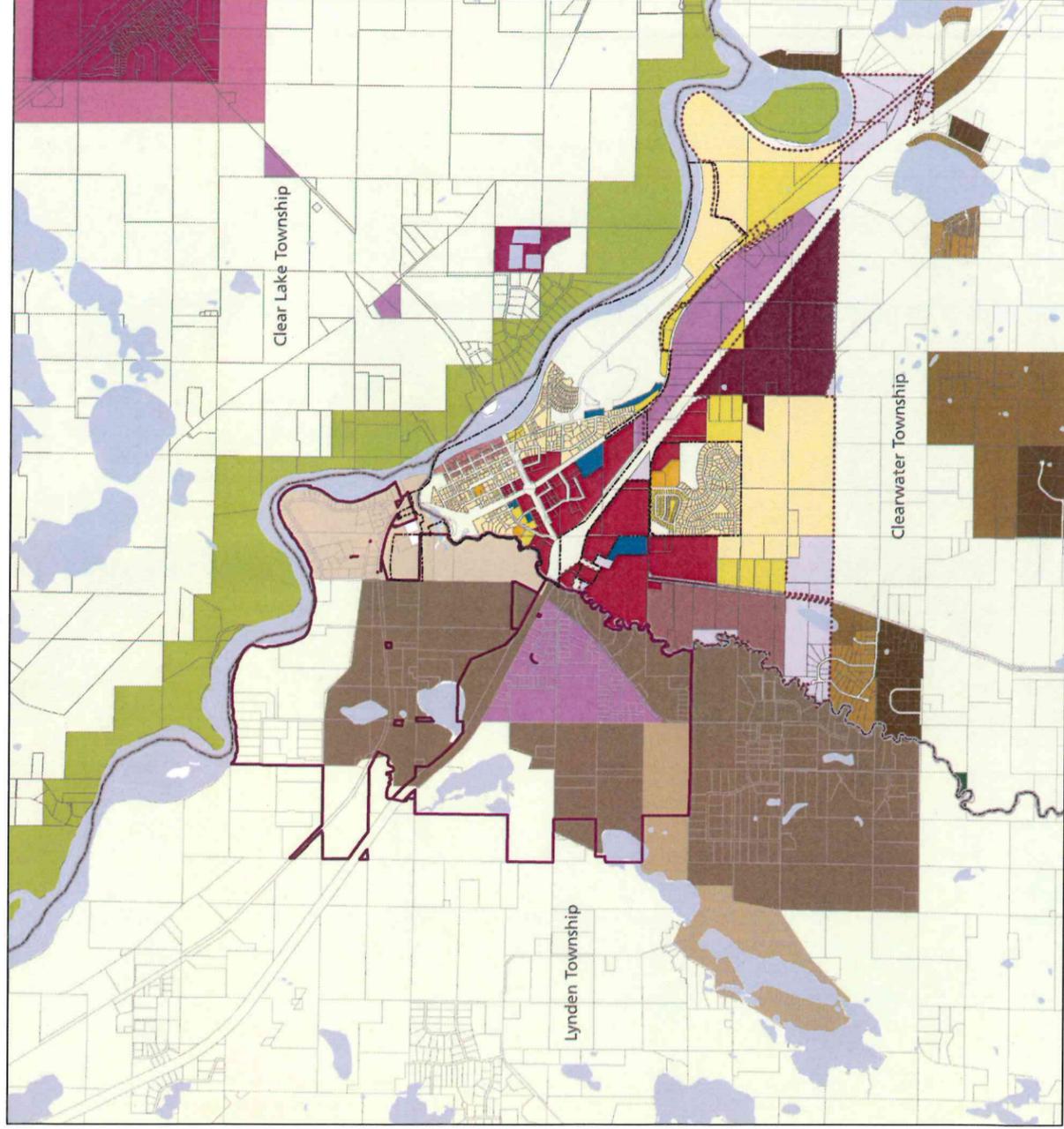
- Limited Residential
- Moderate Residential
- Shoreland/Concentrated Residential
- Industrial
- Agricultural

Clear Lake Township Future Land Use

- City Limits
- Urban Expansion
- Business & Industry
- Wild, Scenic & Recreational Byway
- Agricultural



Not to Scale
DRAFT APR-2016



Chapter 26

PARKS AND RECREATION*

* **State Law References:** General authority relative to parks, Minn. Stats. § 412.221, subd. 8; parks generally, Minn. Stats. ch. 448.

Article I. In General

Secs. 26-1--26-18. Reserved.

Article II. Public Conduct in Parks

- Sec. 26-19. Definitions.
- Sec. 26-20. Enforcement and penalties.
- Sec. 26-21. General conduct.
- Sec. 26-22. Protection of natural resources and wildlife.
- Sec. 26-23. Camping.
- Sec. 26-24. Fishing.
- Sec. 26-25. Horseback riding.
- Sec. 26-26. Bicycling.
- Sec. 26-27. Winter activities.
- Sec. 26-28. Meetings, speeches, demonstrations, and parades.
- Sec. 26-29. Vehicles.
- Sec. 26-30. Park operation.

ARTICLE I.

IN GENERAL

Secs. 26-1--26-18. Reserved.

ARTICLE II.

PUBLIC CONDUCT IN PARKS

Sec. 26-19. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic Beverage means any intoxicating beverage as defined by Minnesota Statutes and includes, but is not limited to, intoxicating liquor, strong beer, 3.2 beer, and wine.

City of Clearwater Parks means the park organization or system, including trails, in the City of Clearwater or under its control.

Controlled Substance means any substance defined as a controlled substance by Minnesota Statute Chapter 152, or by other statutes or federal law or regulations.

Motorized recreation vehicles means any self-propelled, off-the-road, or all-terrain conveyance including, but not limited to, snowmobile, minibike, amphibious vehicle, motorcycle, go-cart, trail bike, dune buggy, or three- or four-wheeler.

Park means any land or water area, and all facilities thereon, established as a park by the City of Clearwater pursuant to state statutes.

Park visitor means any person, firm, partnership, association, corporation, governmental unit, company or organization of any kind within a park.

Vehicle means any motorized, self-propelled, animal-drawn or human-powered conveyance, but shall not include a motorized wheelchair while it is being used by a disabled person or an emergency police or rescue vehicle while it is being used for official business.

Weapon means any device from which shot or a projectile of any type can be discharged by means of an explosive, gas or compressed air or otherwise propelled, including, but not limited to, firearms, bb guns, bows and arrows, slings and spring guns.

Wildlife means all living creatures, not human, wild by nature, endowed with sensation and power or voluntary motion, including quadrupeds, mammals, birds, fish, amphibians, reptiles, crustaceans and mollusks. (Ord. No. 8.02, § 2, 5-20-1985)

Sec. 26-20. Enforcement and penalties.

(a) The Wright County Sheriff's Department, other peace officers, DNR Conservation officers, and designated city employees or officials shall have the authority to enforce the provisions of this section of the City Code and may eject from a park any persons acting in violation of this section of the City Code.

(b) The city council shall have the right to direct the issuance of administrative rules and regulations.

(c) Nothing in this article shall prevent employees or agents of the city from performing their assigned duties.

(d) No person shall impersonate any employee of the city, nor interfere with, harass, or hinder any employee in the discharge of his duties.

(e) A person convicted of violating any provision in this section of the City Code is guilty of a misdemeanor.

(Ord. No. 8.02, § 13, 5-20-1985, amended 2-6-12)

Sec. 26-21. General conduct.

It shall be unlawful for any person to:

~~(1) Serve, possess, or consume any alcoholic beverage or controlled substance within a park, except that beer may be consumed within a park by members of an identified group of individuals provided said identified group has previously obtained a special use permit. The special use permit shall only authorize members of the identified group to consume beer. The special use permit shall restrict beer consumption to a specific date and to specific hours. The special use permit shall only be granted by the Clearwater City Council.~~

Commented [C1]: Feel any behavior issues are covered under existing laws, such as drunk and disorderly, etc.

(2) Disturb, harass, or interfere with any park visitor or a park visitor's property.

(3) Bring into a park any glass beverage bottles.

(4) Gamble in a park.

(5) Use any land or body of water within a park for a starting or landing field for aircraft, balloons, parachutes or boats, except canoes. The provisions of this subsection do not prevent emergency landing of aircraft.

(6) Start a fire in a park, except a small fire for culinary purposes in a designated area, leave a fire unattended, or fail to fully extinguish such a fire.

(7) Drop, throw or otherwise leave unattended in a park lighted matches, burning cigars, cigarettes, tobacco, paper or other combustible material.

(8) Deposit, scatter, drop or abandon in a park any bottles, cans, broken glass, sewage, waster, or other material, except in receptacles provided for such purposes. Said waste receptacles are to be used only by park visitors for such wastes as are created during use of the park for recreational activities. Other use of said waste receptacles is a violation of this section.

(9) Throw, discharge, or place in any park or upon any lake or other body of water in or adjacent to any park, or upon any storm sewer, or other drain flowing into such waters, any foreign substance, liquid, solid or gas.

(10) Sell, solicit, or carry on any business or commercial enterprise or service in a park unless prior approval has been obtained from the city council.

(11) Use loudspeakers or other amplifying systems in a park unless prior approval has been obtained from the city council, this includes cars parked within the park or adjacent to the park with the stereos turned to a high volume.

(12) For any person to intentionally deface, vandalize, or otherwise cause destruction to park property.

(13) For any person to fire, discharge or explode any squib, cracker, firecracker, firework or any other thing containing powder or other explosive material.

Sec. 26-22. Protection of natural resources and wildlife.

It shall be unlawful for any person to:

- (1) Kill, trap, hunt, pursue or in any manner disturb or cause to be disturbed any species of wildlife within a park, except that fishing by angling only may be permitted in designated areas.
- (2) Shoot any weapon into a park from beyond park boundaries.
- (3) Bring a dog, cat, or other pet into a park unless caged or kept on a leash not more than six feet in length, or tether any animal to a tree or other plant.
- (4) Except as otherwise authorized by law, permit a dog, cat or other pet to enter a nature center area, refuge area, picnic area, park building, or other unauthorized area within a park or any park where their presence is prohibited.
- (5) Permit a dog, cat, or other pet to disturb, harass, or interfere with any park visitor or a park visitor's property.
- (6) Possess any weapon within a park, except for a bow and arrow to be used for bowfishing, the arrows must be attached to the bow with a tethered line and broadheads must have barbs for bowfishing, as regulated by the DNR.
- (7) Release within a park any plant, chemical or other agent potentially harmful to the vegetation or wildlife of the park.
- (8) Remove any animal, living or dead, from a park, and any animal so removed or taken contrary to the provisions of this article or laws of the state shall be considered contraband and subject to seizure and confiscation.
- (9) Injure, destroy, or remove any tree, flower, shrub, plant, rock, soil or mineral in a park.

(Ord. No. 8.02, § 4, 5-20-1985, amended 2-6-12)

State Law References: Right to bring certain service dogs into places of public accommodation, Minn. Stats. § 256C.02.

Sec. 26-23. Camping.

It shall be unlawful for any person to:

- (1) Camp overnight without special council permit in any city park.
- (2) Cause, create or make any noise which disturbs the peace, quiet and tranquility of the camping area.
- (3) Dig trenches or make any other excavations in a park.

(Ord. No. 8.02, § 5, 5-20-1985; Ord. No. 9.01, § 1, 6-5-2000)

Sec. 26-24. Fishing.

It shall be unlawful for any person to:

- (1) Fish in a park area designated as a no fishing area.
- (2) Fish by spearing or shooting a firearm.
- (3) Leave any fish on park property except in designated trash containers.

(Ord. No. 8.02, § 6, 5-20-1985, amended 2-6-12)

Sec. 26-25. Horseback riding.

It shall be unlawful for any person to:

- (1) Ride, lead, or permit a horse to be within a park except in designated riding areas and at designated hours.
- (2) Ride a horse in a reckless manner or in a manner to create a nuisance or to likely endanger the safety or property of any park visitor.

(Ord. No. 8.02, § 7, 5-20-1985)

Sec. 26-26. Bicycling.

~~It shall be unlawful for any person to operate a bicycle except on designated park bikeways and roadways, and as close to the right hand side thereof as conditions will permit.~~

~~(Ord. No. 8.02, § 8, 5-20-1985)~~

Sec. 26-27. Winter activities.

It shall be unlawful for any person to:

- ~~(1) Skate, sled, coast, snowshoe, or ski in a park except at such times and at such places as may be designated.~~
- ~~(2) Operate a snowmobile in a park except on a designated snowmobile trail.~~

~~(Ord. No. 8.02, § 9, 5-20-1985, amended 2-6-12)~~

Sec. 26-28. Meetings, speeches, demonstrations, and parades.

It shall be unlawful for any person to conduct public meetings, assemblies, entertainment, parades or demonstrations within a park without first obtaining permission from the city council, and then only in areas designated by the council.

(Ord. No. 8.02, § 10, 5-20-1985)

Commented [C2]: Feel that children should be able to sled, etc in parks.

Commented [C3]: This is covered under new City ordinances, see golf cart language.

Sec. 26-29. Vehicles.

It shall be unlawful for any person to:

- (1) Operate any vehicle within a park except upon roadways, parking areas, or other designated locations thereof.
- (2) Operate a vehicle in a park at a speed in excess of posted speed limits.
- (3) Park or leave a vehicle standing within a park except in a designated parking area.
- (4) Park or leave a vehicle standing in a park after posted closing hours.
- (5) Operate a vehicle which emits excessive or unusual noise, noxious fumes, dense smoke or other polluting matter.
- (6) Operate a vehicle in a reckless or careless manner in a park.
- (7) Wash, polish, grease, change oil or repair any vehicle in a park.
- (8) ~~Operate a motorized recreation vehicle within a park except a designated snowmobile trail.~~
(Ord. No. 8.02, § 11, 5-20-1985, amended 2-6-12)

Commented [C4]: Covered under new city ordinance.
Redundant

Sec. 26-30. Park operation.

- (a) A person may be granted a permit by the city council for temporary exclusive use of reserved space within a park.
- (b) No person shall enter or remain within a park between the hours of ~~11:00 p.m. and 6:00 a.m.~~, except campers in designated camping areas. Minors shall be further subject to the restrictions of the juvenile curfew established by Chapter 22, Section 22-1 of the City Code. Use of the City of Clearwater trails directly adjacent to and within the right-of-way of public streets shall be exempt from these park closure requirements.
- (c) Any permit granted pursuant to this article may be revoked upon the violation by the permittee of any ordinance, rule or regulation of the city park system.
- (d) It shall be unlawful for any person to use any facility or area for which a fee or charge has been established by the city park system without payment of such fee or charge.
- (e) The city park system shall not be liable for any loss, damage, or injury sustained by a park visitor.
- (f) Any park or portion thereof may be declared closed to the public by the city council or city public works supervisor at any time and for any interval of time, or to certain uses, as the city council or city public works supervisor shall find reasonably necessary.
(Ord. No. 8.02, § 12, 5-20-1985, amended 2-6-12)

Commented [C5]: Change to 10pm-5am. 10pm suggested because it matches current curfew law. 5am, because it is light out at 5am in the summer.

CITY OF CLEARWATER
REQUEST FOR COUNCIL ACTION

Requested Date of Council Consideration: 5-2-16 Flexibility: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Originating Department: Administration & Public Works
Agenda Item: Staff Reports	Presenter: Administrator, Kevin Kress
	Estimated Time: <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> 5 Min. <input type="checkbox"/> 15 Min. <input type="checkbox"/> 30 Min. <input type="checkbox"/> 45 Min. <input type="checkbox"/> 1 Hour
Council Action Requested: <input checked="" type="checkbox"/> Information/Review <input type="checkbox"/> Motion to approve... <input type="checkbox"/> Motion to deny... <input type="checkbox"/> Other <input type="checkbox"/> Budget Change	
Background: <u>Public Works</u> <ol style="list-style-type: none"> 1. Opened bathrooms Sportsmans Park and started sprinkler systems. 2. Took most of the trees out of the river at Riverside Park. 3. Loss control class. 4. Got mower's and weed whips ready. 5. Put wood chips in the island at Cedar South. 6. Put snow removal equipment away. 7. Worked on budget. 8. Painting in well house #4. 9. Took water annual water samples for the Department Of Health. 10. Picked up leaves and brush. 11. Supervisor class in Eden Prairie. 12. Repair on fire department equipment. <u>Administration</u> <ol style="list-style-type: none"> 1. I looked into a solar garden program hosted by Geronimo Energy. I received a proposal and detailed savings. I am reviewing the information further. It should also be noted that Wright County is having a meeting on May 10th to institute an emergency moratorium on solar energy farms. 2. I worked with the Lions Club, Food Shelf, St. Cloud Rugby, and CLAYBA on lease agreements. 3. I have approached Frontier about creating a franchise agreement similar to that of Xcel and Midcontinent that we currently hold. 4. Working on Long term plan and budget items for all departments. 	
Supporting Documents: <input type="checkbox"/> Attached <input checked="" type="checkbox"/> None	