



AGENDA
CLEARWATER FIRE COMMISSION MEETING
MONDAY, FEBRUARY 25, 2026

- 1. Call to Order: 6:00 p.m. at Clearwater City Hall**
- 2. Approve Minutes from March 3, 2025 Meeting**
- 3. Review Annual Report**
- 4. Discuss 2027 Budget Draft**
- 5. Discuss Fire Contracts**
- 6. Other Business**
- 7. Adjournment**

**CLEARWATER FIRE COMMISSION
REGULAR MEETING MINUTES
MARCH 3, 2025**

1. Call to Order: 6:00 p.m. – Clearwater City Hall

Mayor Lawrence called the Clearwater Fire Commission to order Monday, March 3, 2025 at 6:00 p.m. at Clearwater City Hall. Members present were Andrea Lawrence Wheeler, City of Clearwater; Tom Plaggerman, Lynden Township; and Scott Miller, Clearwater Township. A quorum was present. Also present was City Administrator Annita Smythe and Fire Chief Mike Keller.

2. Approve Minutes from January 31, 2024 Meeting

MOTION by Plaggerman to approve the minutes as presented, seconded by Miller, all voted aye.
MOTION CARRIED.

3. Review Annual Report

- Fire Chief Keller provided an overview of the annual report.
 - o There was one change to officers, as Harvey Doble has been replaced by Tyler Knobbe as department Secretary.
 - o Calls have been trending upwards, driven again primarily by medical calls.
 - o Members asked what the goal was for total number of firefighters. Chief Keller noted that the department is authorized thirty and would like to achieve that number.
 - o Members discussed the pros and cons, along with city procedures, for billing out calls. Smythe noted that this is done primarily where there is a mutual aid call and information is provided by the requesting jurisdiction. It is difficult to bill for others, as the city does not typically have the information needed, and the call types can be sensitive where injuries or fatalities are involved. Members agreed that it may not be worth the effort to chase these down, but still like to have it as an option.

4. Discuss 2026 Budget Draft

- Smythe explained that this is a preliminary budget. It is intended to provide a basis for the townships' annual meetings in March. The draft includes an increase of about 3-4% and is subject to change if conditions merit.
- Members had questions about specific line items and spent some time discussing capital needs. Several purchase that used to be "operating supplies" are now considered "capital" due to price increases. These include things like turnout gear and radios.
- Members also discussed options for smoothing out the alternating surpluses and deficits that are an unintended consequence of the city's cash budgeting and how the contract reads. This led into the fire contract discussion under item #5.

5. Discuss Fire Contracts

- Smythe explained that because of the 12-month notice requirement for termination in the current fire contracts, renewal discussions should take place next year.
- Members discussed what works well in the current contract and ideas for improvements. After discussion, Members agreed to bring back a list of proposed contract changes to a second meeting later in the year. These will then be incorporated into a draft contract extension to be reviewed in 2026.

6. Other Business

- Member Miller asked for updates on the city’s plans for extending utility services into orderly annexation areas. Smythe explained that the city council had discussed options and obtained cost estimates from the city engineer. However, funds are not yet available to pursue it further. County Road 75 will be the council’s first priority area when funding is available.

7. Adjournment

MOTION to adjourn by Lawrence, seconded by Plaggerman, all voted aye. **MOTION CARRIED.**
Meeting adjourned at 7:02 p.m.

ATTEST

Annita M. Smythe, City Administrator

DRAFT



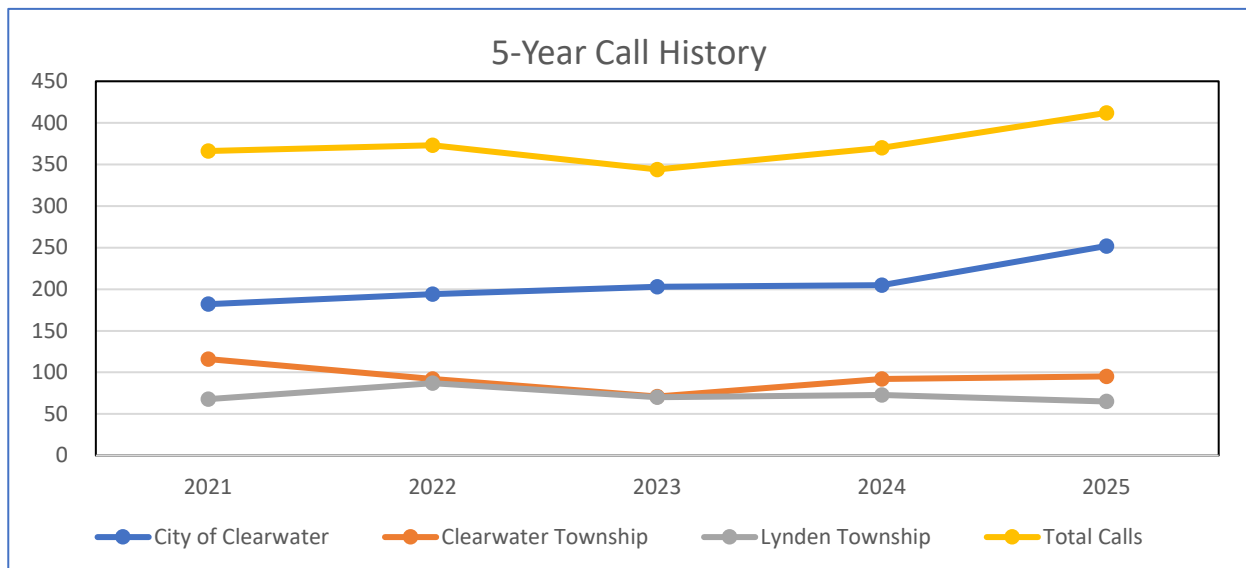
2026 Fire Department Officers

Fire Chief	Mike Keller
Assistant Fire Chief	John Schmidt
Secretary	Tyler Knobbe
Fire Marshal	Brandon Hanebuth
Captain	Jim Repke
Lieutenant	Dave Lindberg
Lieutenant	Jason Lang
Lieutenant	Brandon Hanebuth
Training Officer	Jason Lang

Five Year Call History

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
City of Clearwater	182	194	203	205	252
Clearwater Township	116	92	71	92	95
Lynden Township	68	87	70	73	65
Total Calls	366	373	344	370	412

<u>Type of Call</u>					
Alarm	4	11	5	16	11
Medical	247	250	223	250	272
Gas Leak	8	11	7	4	6
MVA	48	40	34	30	23
Structure Fire	8	7	9	5	10
MV Fire	6	2	9	11	10
Smoke	1	2	1	1	1
Power Line Down	0	3	1	1	2
Severe Weather	0	1	0	2	3
Hazardous Condition	9	5	0	0	2
Service Call	1	5	2	3	6
Brush Fire	3	0	4	2	2
Grass Fire	8	1	4	3	6
Electrical Fire	1	1	0	2	0
Search & Rescue	1	1	2	0	2
Good Intent Call	21	33	43	40	56
Total Calls	366	373	344	370	412



2025 Call History Detail by Entity

	<u>Q1-2025</u>	<u>Q2-2025</u>	<u>Q3-2025</u>	<u>Q4-2025</u>	<u>2025</u>
City of Clearwater	62	76	58	56	252
Clearwater Township	21	23	28	23	95
Lynden Township	15	16	19	15	65
Total Calls	98	115	105	94	412

<u>2025 Call Detail</u>	City of Clearwater	Clearwater Twp	Lynden Twp	Total
Alarm	5	3	3	11
Medical	189	51	32	272
Gas Leak	5	1	0	6
MVA	5	8	10	23
Structure Fire	5	3	2	10
MV Fire	4	5	1	10
Smoke	0	1	0	1
Power Line Down	1	1	0	2
Severe Weather	3	0	0	3
Hazardous Condition	1	0	1	2
Service Call	5	0	1	6
Brush Fire	0	1	1	2
Grass Fire	0	0	6	6
Electrical Fire	0	0	0	0
Search & Rescue	1	0	1	2
Good Intent Call	28	21	7	56
Total Calls	252	95	65	412

2025 Member Hours

Member	Q1		Q2		Q3		Q4		Total 2025	
	Calls	Training	Calls	Training	Calls	Training	Calls	Training	Calls	Training
Alberico, Melissa	8	1	6	1	9	4	5	3	28	9
Doble, Harvey	1	3	0	0	0	0	0	0	1	3
Curtis, Jamie	0	0	0	0	0	0	8	14	8	14
Gramsey, Kyle	27	16	23	16	23	9	19	15	92	56
Hanebuth, Brandon	16	13	12	4	23	13	53	11	104	41
Hill, Maci	25	16	46	7	26	9	22	9	119	41
Jackson, Noah	0	0	0	0	19	10	25	15	44	25
Keller, Mike	35	19	35	19	23	13	35	15	128	66
Knobbe, Tyler	51	19	74	19	60	16	47	15	232	69
Koren, Chad	49	13	48	19	40	13	27	7	164	52
Lang, Jason	72	16	63	13	37	9	29	10	201	48
Lindberg, David	52	3	40	16	27	13	31	11	150	43
Lorentz, Jackson	26	0	32	7	22	12	4	15	84	34
Mauer, Nick	19	19	19	13	11	13	11	8	60	53
Michalski, Gavin	30	3	21	7	9	16	7	15	67	41
Neubert, Josh	27	7	15	10	8	10	10	5	60	32
Pederson, Sarah	43	13	41	19	20	12	30	12	134	56
Peterson, Daniel	35	19	53	19	42	16	29	11	159	65
Potthoff, Justin	27	12	72	19	74	16	66	15	239	62
Quamme, Adam	41	16	12	13	16	6	29	9	98	44
Repke, Jim	73	10	99	19	67	10	76	9	315	48
Rollings, Shane	56	0	51	19	36	16	32	15	175	50
Schmidt, John	26	16	31	16	25	16	38	15	120	63
Scott, Trenton	26	13	11	4	8	6	9	3	54	26
Strohschein, Al	44	16	34	16	24	16	22	13	124	61
Struffert, Andy	15	10	6	13	0	0	0	0	21	23
Ziwicki, Scott	42	13	50	16	39	16	42	11	173	56
Total Hours	866	286	894	324	688	290	706	281	3,154	1,181

Total authorized members: 30

Total current active members: 24

CASH SUMMARY REPORT FOR CITY OF CLEARWATER

From 01/01/2025 to 12/31/2025

BANKS: GEN, PTCA

FUNDS: 230, 420, 421

Fund Description	Beginning Balance 01/01/2025	Total Debits	Total Credits	Ending Balance 12/31/2025
230 FIRE AND RESCUE	222,107.20	454,935.33	276,441.99	400,600.54
420 FIRE CAPITAL FUND	145,091.63	62,939.61	23,312.89	184,718.35
421 FIRE TRUCK CAPITAL FUND	406,670.16	13,359.11	0.00	420,029.27
REPORT TOTALS:	<u>773,868.99</u>	<u>531,234.05</u>	<u>299,754.88</u>	<u>1,005,348.16</u>

BUDGET REPORT FOR CITY OF CLEARWATER

Calculations As of 12/31/2026

GL Number	Description	2024 Activity	2025 Activity	2026 Activity	2026 Amended Budget	2027 Staff Requested	2027 Preliminary	2027 Final Approved
Fund: 230 FIRE AND RESCUE								
Account Category: Estimated Revenues								
230-42200-31010	Current Ad Valorem Taxes	149,159.42	151,250.15	0.00	158,879.00	165,092.00	0.00	0.00
230-42200-33400	State Grants and Aids	11,287.50	18,008.75	0.00	0.00	0.00	0.00	0.00
230-42200-33404	MN State FireRelief 2% Aid	73,247.64	0.00	0.00	0.00	0.00	0.00	0.00
230-42200-33405	MN State FireRelief Supp Aid	12,328.20	0.00	0.00	0.00	0.00	0.00	0.00
230-42200-34958	Fire Contracts - Lynden Twnshp	74,652.56	100,049.31	0.00	94,446.00	90,669.00	0.00	0.00
230-42200-34959	Fire Contracts - CW Twnshp	79,118.18	109,157.37	0.00	103,445.00	102,059.00	0.00	0.00
230-42200-36210	Interest Earnings	4,677.87	6,825.87	0.00	3,050.00	4,000.00	0.00	0.00
230-42200-36230	Contributions/Donations/Grants	5,845.00	2,300.00	0.00	0.00	0.00	0.00	0.00
230-42200-36260	Refunds and Reimbursements	0.00	10.00	14.40	0.00	0.00	0.00	0.00
	Estimated Revenues	410,316.37	387,601.45	14.40	359,820.00	361,820.00	0.00	0.00
Account Category: Appropriations								
230-42200-40100	Wages and Salaries (GENERAL)	71,244.99	82,321.36	16,284.17	79,580.00	87,000.00	0.00	0.00
230-42200-40101	Full-Time Employees Regular	6,439.10	6,956.12	542.11	7,380.00	7,500.00	0.00	0.00
230-42200-40120	Refunds & Reimbursements	3,648.03	1,083.85	90.00	0.00	1,200.00	0.00	0.00
230-42200-40121	PERA	538.72	585.55	40.63	550.00	600.00	0.00	0.00
230-42200-40122	FICA/Medicare Withholding	(1,615.36)	6,828.99	1,287.30	6,650.00	7,000.00	0.00	0.00
230-42200-40123	Operating Supplies	17,442.70	28,073.55	365.33	38,000.00	32,000.00	0.00	0.00
230-42200-40124	Fire Relief	25,000.00	14,500.00	0.00	14,000.00	14,000.00	0.00	0.00
230-42200-40129	MN State Fire Relief 2% Aid	73,247.64	0.00	0.00	0.00	0.00	0.00	0.00
230-42200-40130	MN State Fire Relief Supp Aid	20,243.40	0.00	0.00	0.00	0.00	0.00	0.00
230-42200-40131	Employer Paid Health	1,777.29	2,022.13	0.00	2,290.00	2,500.00	0.00	0.00
230-42200-40132	MN Paid Family/Medical Leave	0.00	0.00	4.33	770.00	10.00	0.00	0.00
230-42200-40134	Life Insurance Expense	42.40	52.32	0.00	50.00	50.00	0.00	0.00
230-42200-40135	Physicals / Drug Testing	2,420.00	2,595.00	0.00	2,500.00	2,800.00	0.00	0.00
230-42200-40152	Worker s Comp Insurance	6,010.00	7,288.03	250.00	7,000.00	8,000.00	0.00	0.00
230-42200-40208	Training and Instruction	17,428.74	17,403.43	641.00	17,000.00	18,000.00	0.00	0.00
230-42200-40209	Medical Training	6,567.00	4,050.25	0.00	7,000.00	6,000.00	0.00	0.00
230-42200-40212	Motor Fuels	3,517.42	3,339.01	390.85	4,500.00	4,000.00	0.00	0.00
230-42200-40305	Contracted Services	3,253.16	624.00	52.00	2,000.00	1,000.00	0.00	0.00
230-42200-40307	Repair & Maintenance Charges	11,069.34	6,072.25	538.88	15,000.00	13,000.00	0.00	0.00
230-42200-40321	Communications	2,933.64	2,845.40	60.20	1,000.00	2,900.00	0.00	0.00
230-42200-40322	Postage	24.70	0.00	0.00	0.00	0.00	0.00	0.00
230-42200-40351	Legal Notices Publishing	0.00	0.00	0.00	100.00	100.00	0.00	0.00
230-42200-40363	Automotive Ins	3,150.00	3,296.00	0.00	3,000.00	3,500.00	0.00	0.00
230-42200-40382	Utilities	3,615.76	4,459.82	0.00	6,000.00	5,500.00	0.00	0.00
230-42200-40433	Dues and Subscriptions	652.51	1,260.50	50.00	1,200.00	1,200.00	0.00	0.00
230-42200-40598	Capital Outlay - Equipment	0.00	13,460.72	0.00	0.00	0.00	0.00	0.00
230-42200-40720	Operating Transfers	140,000.00	0.00	0.00	144,250.00	143,960.00	0.00	0.00
	Appropriations	418,651.18	209,118.28	20,596.80	359,820.00	361,820.00	0.00	0.00
Fund 230 - FIRE AND RESCUE:								
	TOTAL ESTIMATED REVENUES	410,316.37	387,601.45	14.40	359,820.00	361,820.00	0.00	0.00
	TOTAL APPROPRIATIONS	418,651.18	209,118.28	20,596.80	359,820.00	361,820.00	0.00	0.00
	NET OF REVENUES & APPROPRIATIONS:	(8,334.81)	178,483.17	(20,582.40)	0.00	0.00	0.00	0.00

BUDGET REPORT FOR CITY OF CLEARWATER
 Calculations As of 12/31/2026

GL Number	Description	2024 Activity	2025 Activity	2026 Activity	2026 Amended Budget	2027 Staff Requested	2027 Preliminary	2027 Final	2027 Approved
Fund: 420 FIRE CAPITAL FUND									
Account Category: Estimated Revenues									
420-42220-31010	Current Ad Valorem Taxes	11,916.13	31,791.67	0.00	32,000.00	28,000.00	0.00		0.00
420-42220-36210	Interest Earnings	2,934.79	6,147.94	0.00	1,500.00	2,000.00	0.00		0.00
420-42220-36230	Contributions/Donations/Grants	0.00	25,000.00	0.00	0.00	0.00	0.00		0.00
420-42220-39200	Operating Transfers	50,000.00	0.00	0.00	50,000.00	50,000.00	0.00		0.00
	Estimated Revenues	<u>64,850.92</u>	<u>62,939.61</u>	<u>0.00</u>	<u>83,500.00</u>	<u>80,000.00</u>	<u>0.00</u>		<u>0.00</u>
Account Category: Appropriations									
420-42220-40597	Capital Outlay - Vehicles	0.00	16,027.00	0.00	0.00	0.00	0.00		0.00
420-42220-40598	Capital Outlay - Equipment	40,386.70	7,285.89	0.00	27,000.00	22,000.00	0.00		0.00
	Appropriations	<u>40,386.70</u>	<u>23,312.89</u>	<u>0.00</u>	<u>27,000.00</u>	<u>22,000.00</u>	<u>0.00</u>		<u>0.00</u>
Fund 420 - FIRE CAPITAL FUND:									
	TOTAL ESTIMATED REVENUES	64,850.92	62,939.61	0.00	83,500.00	80,000.00	0.00		0.00
	TOTAL APPROPRIATIONS	40,386.70	23,312.89	0.00	27,000.00	22,000.00	0.00		0.00
	NET OF REVENUES & APPROPRIATIONS:	<u>24,464.22</u>	<u>39,626.72</u>	<u>0.00</u>	<u>56,500.00</u>	<u>58,000.00</u>	<u>0.00</u>		<u>0.00</u>

BUDGET REPORT FOR CITY OF CLEARWATER
Calculations As of 12/31/2026

GL Number	Description	2024 Activity	2025 Activity	2026 Activity	2026 Amended Budget	2027 Staff Requested	2027 Preliminary	2027 Final Approved
Fund: 421 FIRE TRUCK CAPITAL FUND								
Account Category: Estimated Revenues								
421-42220-36210	Interest Earnings	8,225.77	13,359.11	0.00	2,000.00	2,000.00	0.00	0.00
421-42220-39200	Operating Transfers	90,000.00	0.00	0.00	94,250.00	93,960.00	0.00	0.00
	Estimated Revenues	<u>98,225.77</u>	<u>13,359.11</u>	<u>0.00</u>	<u>96,250.00</u>	<u>95,960.00</u>	<u>0.00</u>	<u>0.00</u>
Account Category: Appropriations								
421-42220-40597	Capital Outlay - Vehicles	0.00	0.00	0.00	300,000.00	99,000.00	0.00	0.00
	Appropriations	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300,000.00</u>	<u>99,000.00</u>	<u>0.00</u>	<u>0.00</u>
Fund 421 - FIRE TRUCK CAPITAL FUND:								
	TOTAL ESTIMATED REVENUES	98,225.77	13,359.11	0.00	96,250.00	95,960.00	0.00	0.00
	TOTAL APPROPRIATIONS	0.00	0.00	0.00	300,000.00	99,000.00	0.00	0.00
	NET OF REVENUES & APPROPRIATIONS:	<u>98,225.77</u>	<u>13,359.11</u>	<u>0.00</u>	<u>(203,750.00)</u>	<u>(3,040.00)</u>	<u>0.00</u>	<u>0.00</u>
Report Totals:								
	TOTAL ESTIMATED REVENUES - ALL FUNDS	573,393.06	463,900.17	14.40	539,570.00	537,780.00	0.00	0.00
	TOTAL APPROPRIATIONS - ALL FUNDS	459,037.88	232,431.17	20,596.80	686,820.00	482,820.00	0.00	0.00
	NET OF REVENUES & APPROPRIATIONS:	<u>114,355.18</u>	<u>231,469.00</u>	<u>(20,582.40)</u>	<u>(147,250.00)</u>	<u>54,960.00</u>	<u>0.00</u>	<u>0.00</u>

Fire Contract Split Formula - 2027 Budget Estimate

2027 Budget Estimate	357,820	<i>Total Expenditure Budget less State Pass-thru Funds</i>
Operations & Debt	307,820	
Capital	50,000	

Calculation - Part I

Operations & Debt Service Budget 307,820 33% 101,580.60 33% is taken off the top and split between the 3 entities - this is based on the old formula

1/3 33,860.20 This is the 1/3 amount for each entity.

Calculation - Part II

Budget Remainder 206,239.40

Calls for Last 5 Years

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>Total</u>	<u>5 Yr Avg</u>	<u>% Share</u>	<u>Amount</u>
Clearwater	182	194	203	205	252	1,036	207	55.55%	114,565.16
Clearwater Twp	116	92	71	92	95	466	93	24.99%	51,532.20
Lynden Twp	68	87	70	73	65	363	73	19.46%	40,142.04
Total	366	373	344	370	412	1,865	373	100.00%	206,239.40

<u>Total</u>	<u>5 Yr Avg</u>	<u>% Share</u>	<u>Amount</u>
1,036	207	55.55%	114,565.16
466	93	24.99%	51,532.20
363	73	19.46%	40,142.04
1,865	373	100.00%	206,239.40

Calculation Part III

		<u>Clearwater</u>		
		<u>Clearwater</u>	<u>Twp</u>	<u>Lynden Twp</u>
Capital Budget - 1/3	50,000.00	16,666.67	16,666.67	16,666.67

Total Cost Split

	<u>Part I</u>	<u>Part II</u>	<u>Part III</u>	<u>Total</u>	<u>Share</u>
Clearwater	33,860.20	114,565.16	16,666.67	165,092.02	46.14%
Clearwater Twp	33,860.20	51,532.20	16,666.67	102,059.07	28.52%
Lynden Twp	33,860.20	40,142.04	16,666.67	90,668.91	25.34%
	116,869.50	187,280.50	50,000.00	357,820.00	

City of Clearwater, Minnesota

\$790,000.00 G.O. Equipment Certificates of Indebtedness, Series 2020A

American Heritage National Bank

Final

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/19/2020	-	-	-	-	-
06/15/2021	-	-	7,659.00	7,659.00	-
12/15/2021	82,000.00	0.950%	4,657.50	86,657.50	94,316.50
06/15/2022	-	-	4,268.00	4,268.00	-
12/15/2022	85,000.00	0.950%	4,268.00	89,268.00	93,536.00
06/15/2023	-	-	3,864.25	3,864.25	-
12/15/2023	86,000.00	0.950%	3,864.25	89,864.25	93,728.50
06/15/2024	-	-	3,455.75	3,455.75	-
12/15/2024	87,000.00	0.950%	3,455.75	90,455.75	93,911.50
06/15/2025	-	-	3,042.50	3,042.50	-
12/15/2025	88,000.00	0.950%	3,042.50	91,042.50	94,085.00
06/15/2026	-	-	2,624.50	2,624.50	-
12/15/2026	89,000.00	1.450%	2,624.50	91,624.50	94,249.00
06/15/2027	-	-	1,979.25	1,979.25	-
12/15/2027	90,000.00	1.450%	1,979.25	91,979.25	93,958.50
06/15/2028	-	-	1,326.75	1,326.75	-
12/15/2028	91,000.00	1.450%	1,326.75	92,326.75	93,653.50
06/15/2029	-	-	667.00	667.00	-
12/15/2029	92,000.00	1.450%	667.00	92,667.00	93,334.00
Total	\$790,000.00	-	\$54,772.50	\$844,772.50	-

Date And Term Structure

Dated	8/19/2020
Delivery Date	8/19/2020
First available call date	12/15/2027
Call Price	100.000%

Yield Statistics

Bond Year Dollars	\$4,272.56
Average Life	5.408 Years
Average Coupon	1.2819611%
Net Interest Cost (NIC)	1.2819611%
True Interest Cost (TIC)	1.2787247%
All Inclusive Cost (AIC)	1.7125851%

IRS Form 8038

Net Interest Cost (NIC)	1.2819611%
Weighted Average Maturity	5.408 Years
Bond Yield for Arbitrage Purposes	1.2787247%

Fire Department Fund 420

Current Fund Balance: 163,683

Project - Cost Allocation	Year	Life	Prior	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
SCBA			30,000	25,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	235,000
Cascade System (air tanks)			-	-	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	80,000
Generator 50 KW (with City Hall)	2024	10	-	-	-	-	-	-	-	-	-	15,000	15,000	30,000
Washer/Extractor & Dryer	2024		-	-	-	-	-	-	-	-	-	-	-	-
Ranger ATV & Trailer			-	-	16,000	16,000	-	-	-	-	-	-	-	32,000
Turnout Gear (4 per year)		3	-	15,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	105,000
Radios/Pagers (3 per year)		3	-	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	120,000
Boat, Motor,Trailer	2004	10	2,000	2,000	2,000	2,000	-	-	-	-	-	-	-	8,000
Lockers			3,000	3,000	3,000	3,000	-	-	-	-	-	-	-	12,000
Paint floor & walls			5,000	10,000	-	-	-	-	-	-	-	-	-	15,000
Building Reconfiguration			10,000	10,000	10,000	-	-	-	-	-	-	-	-	30,000
Extricator			5,000	5,000	5,000	5,000	5,000	-	-	-	-	-	-	25,000
New Fire Hall			-	2,000,000	-	-	-	-	-	-	-	-	-	2,000,000
Total Cost			55,000	2,082,000	78,000	78,000	57,000	52,000	52,000	52,000	52,000	67,000	67,000	2,692,000

Funding Source

Bond Proceeds	-	2,000,000	-	-	-	-	-	-	-	-	-	-	-	2,000,000
Tax Levy	-	32,000	28,000	28,000	7,000	2,000	2,000	2,000	52,000	67,000	67,000	67,000	287,000	
Federal Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	
State Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	
County Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	
Other Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	
State Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	
Local Option Sales Tax	-	-	-	-	-	-	-	-	-	-	-	-	-	
Utility Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	
Contract Revenue	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000	-	-	-	-	350,000	
Fund Balance			55,000	-	-	-	-	-	-	-	-	-	-	55,000
Total Funds			55,000	2,082,000	78,000	78,000	57,000	52,000	52,000	52,000	52,000	67,000	67,000	2,692,000

Fire Truck Fund 421

Current Fund Balance: 406,670

	<u>Year</u>	<u>Life</u>	<u>Prior</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>	<u>2031</u>	<u>2032</u>	<u>2033</u>	<u>2034</u>	<u>2035</u>	<u>Total</u>
Project - Cost Allocation														
Tender 11 - 2005 Freightliner	2005	20	250,000	50,000	-	-	-	-	-	-	-	-	-	300,000
Utility 11 - 2012 Chev Silv/atta	2012	15	-	19,250	40,000	-	200,000	-	-	-	-	-	-	259,250
Utility 12 - 2018 Dodge Ram 550	2018	15	20,000	25,000	54,000	-	-	-	-	-	-	-	-	99,000
Engine 11 - 2009	2009	20	-	-	-	-	850,000	-	-	-	-	-	-	850,000
Rescue 11 - 2015 Ford F450 w/attmts	2015	15	-	-	-	-	-	-	-	-	-	380,000	-	380,000
Engine 12 - Pierce	2020	20	-	-	-	-	-	-	-	-	-	1,000,000	-	1,000,000
Ladder Truck		20	-	-	-	-	-	-	-	-	-	-	-	-
Total Cost			270,000	94,250	94,000	-	1,050,000	-	-	-	-	1,380,000	-	2,888,250

Funding Source

Bond Proceeds	-	-	-	-	-	-	1,050,000	-	-	-	-	1,380,000	-	2,430,000
Tax Levy	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Federal Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-
County Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Option Sales Tax	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Utility Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contract Revenue	-	-	-	94,250	94,000	-	-	-	-	-	-	-	-	188,250
Fund Balance			270,000	-	-	-	-	-	-	-	-	-	-	270,000
Total Funds			270,000	94,250	94,000	-	1,050,000	-	-	-	-	1,380,000	-	2,888,250

**CITY OF CLEARWATER
FIRE SERVICES CONTRACT**

This contract is made and entered into this 6 day of Dec, 2021 between the City of Clearwater, Minnesota, ("City"), and "Lynden Township, Minnesota" ("Town").

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Fire Service.** Town agrees to purchase from City, and City agrees to provide Town, the following fire services:

- | | |
|--|--|
| <input type="checkbox"/> Structural Firefighting <ul style="list-style-type: none">○ External Structural Firefighting○ Interior Structural Firefighting | <input type="checkbox"/> Emergency Medical Services <ul style="list-style-type: none">○ Fire Scenes○ Rescue Scenes |
| <input type="checkbox"/> Grass/Forest Firefighting | <input type="checkbox"/> General Medicals <ul style="list-style-type: none">Level of Emergency Medical Response<ul style="list-style-type: none">○ First Responder |
| <input type="checkbox"/> General Firefighting <ul style="list-style-type: none">○ Vehicles & Equipment○ Carbon Monoxide Calls○ Other Non-Structural Firefighting | <input type="checkbox"/> Fire Code Enforcement (city only) |
| <input type="checkbox"/> Rescue <ul style="list-style-type: none">○ Vehicle & Equipment Extrication○ General Search & Rescue○ Water Rescue | <input type="checkbox"/> Hazardous Materials Response <ul style="list-style-type: none">Level of Hazardous Materials Response<ul style="list-style-type: none">○ First Responder, Operations |
| | <input type="checkbox"/> Disaster Response |

The services indicated above are further explained, or limited, as follows:

- a. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of City shall not be deemed a breach of this contract.
- b. **No Guarantee.** The parties understand and agree City will endeavor to provide the services indicated above to the best of its ability given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard.
2. **Payment.** Town agrees to pay City during the term of this contract the Payment Amount determined annually according to the formula as set forth in Exhibit A which is attached hereto and made a part of this contract. Half of the Payment Amount owed shall be

remitted to the City on July 15 and December 15 of each year of this contract following submission of an invoice from the City to the Town. If the City invoices the Town for such costs too late to meet such deadlines, the Town shall pay such amount owed at its next regular meeting following receipt of the late invoice.

3. **Fire Commission.** The Town and City shall hold at least one joint meeting annually during the term of this contract to calculate the Payment Amount for the upcoming year, discuss Town's satisfaction with the services provided during the year, and to discuss such other issues as each party deems relevant to this contract. The meeting shall be held separately from any regular Town or City meeting and shall be attended by at least one appointed representative from each party's governing body. The meeting shall also be attended by the City's Fire Chief or designee. The representative appointed by the City shall act as Chair at the meeting, and minutes shall be taken by a City Staff representative. Additional meetings up to once per quarter may be called as needed by agreement of all parties. Notice shall be given to City Staff early enough to comply with posting requirements. The Fire Commission meeting shall comply with open meeting law requirements.
4. **Emergency Service Charge.** Towns, in their sole discretion, may exercise their authority to impose and collect an emergency service charge on those receiving emergency services, including fire services, within Town's Service Territory. City shall have no right to, or interest in, any service fees collected by Towns. City will provide to Town a quarterly call report which shall include for each call the name, address of the person(s) to whom emergency services were provided, the location where the services were provided, the date such services were provided, and the type of call responded to. The City shall not bill or otherwise attempt to collect emergency service charges from property owners or individuals to whom the City provided emergency services within the Town, however, City may collect emergency service fees for services provided within City limits. Any fees collected by City under this provision shall be used to reduce the City's share of contract payments.
5. **Service Territory.** City shall provide fire services as indicated in this contract to the area in each Town as indicated on the map shown on Exhibit B which is attached hereto and made part of this contract. The identified area shall constitute the Town's Service Territory for the purposes of this contract.
6. **Term.** This contract shall commence on January 1, 2023 and terminate on December 31, 2027 unless otherwise extended by agreement of the parties or otherwise terminated in accordance with Section 7 of this contract provided that the obligation of the City to refund to the Town or the Town to pay additional amounts to the City pursuant to the requirements of the attached Exhibit A shall survive the termination of this contract.
7. **Termination.** This contract may be terminated by providing notice at least one year prior to the termination date or otherwise by mutual agreement of the parties. Any

party may terminate this contract by providing written notice of termination to the other party via first class mail to the following mailing address:

City of Clearwater
Attn: City Administrator
PO Box 9
Clearwater, MN 55320

Lynden Township
Attn: Town Clerk
20517 Woodbine Rd
Clearwater, MN 55320

Upon receipt of such notice, this contract will terminate at 11:59 p.m. on December 31 of the year following the year in which notice was received.

8. **Ownership.** City owns the buildings and equipment associated with the Fire Department and the amounts paid by Town do not give rise to any ownership interest in, or responsibility toward, those items.
9. **City's Responsibilities.** In addition to any other obligations described herein, City shall:
 - a. Authorize and direct the City fire department to provide the fire services described herein to Town's Service Territory;
 - b. Develop a detailed annual operational budget for the fire department for each year during the term of this contract and present it to the Fire Commission for consideration at the first meeting each year;
 - c. Upon Town's request, provide Town access to financial and cost data related to the fire department for any years prior to the current service year for which the City has data pursuant to its Data Practices Retention Schedule;
 - d. Disclose to Town any proposed action City or the fire department intends to take that can reasonably be expected to effect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and
 - e. Promptly disclose to Town any information City can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
 - f. Make the Fire Chief or the Fire Chief's designee available to attend the Town's annual meeting at which the Electors vote to levy funds for fire protection. The Fire Chief or Designee will address questions related to development of the budget and the cost of services but will not address past billing or personnel/performance-related questions.
10. **Town's Responsibilities.** In addition to any other obligations described herein, Town shall:
 - a. Promptly pay City the Payment Amount as outlined above for the year of service;
 - b. Present a budget and levy proposal to the town electors at each annual town meeting during the term of this contract seeking authority to levy funds as needed to pay the Payment Amount; and

- c. Promptly disclose to City any information Town can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

It is understood and agreed Town shall have no responsibility whatsoever toward the fighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed Town has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

11. **Insurance Requirements.** City shall maintain general liability insurance for its services and shall include Town as additional insureds for the term of this contract and any extensions thereof. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Town proof of such insurance coverages and the additional insured endorsement naming the Town annually at the time of insurance renewal.
12. **Indemnification.** City agrees to defend and indemnify Town against any claims brought or actions filed against Town or any officer, employee, or volunteer of Town for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this contract for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for Town and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Town for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.
13. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 or otherwise.
14. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both City and Town, and attached hereto.
15. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from Town. Services provided to

Town pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Town so long as City remains primarily responsible for providing fire services to Town's Service Territory.

16. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.
17. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.
18. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable by a court of proper or competent jurisdiction, such rendering shall not affect the validity and enforceability of the remainder of this contract.

IN WITNESS WHEREOF, the parties have executed this contract effective on the date indicated above.

CITY OF CLEARWATER



Mayor

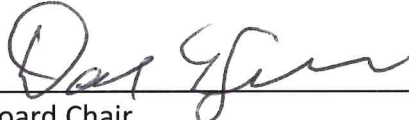


City Administrator

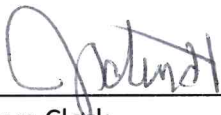
11-17-21

Date

LYNDEN TOWNSHIP



Board Chair



Town Clerk

12.6-2021

Date

Exhibit A – Payment Amount Calculation

The City shall account for Fire Department revenues and expenditures in a Special Revenue Fund designated for Fire and Rescue operations and in a Fire Capital Fund designated for Fire and Rescue capital purchases. Any donations to the Fire Department or grants received by City for Fire Department purposes shall be booked as revenues to the appropriate Fire Department Fund for functions of the department and not used by the City for other purposes. Any proceeds from the sale of Fire Department equipment shall be booked as revenues to the appropriate Fire Department Fund and shall not be considered a contribution or payment from any party. The City shall not transfer any money out of the Fire Department Funds unless specifically used for Fire Department purposes, such as bond payments made for the purchase of Fire Department assets.

Any surplus or deficit in the Special Revenue Fund at the end of each calendar year, following completion of the City audit and following the set aside of \$50,000 designated as capital reserve, shall be split among the contracting parties based on their share of the Payment Amount for the year during which the surplus or deficit occurred. The credit or deficit shall be reflected on the invoice for the first half payment due the year following the fiscal year. For example, a surplus from 2019 would be credited to the first half payment due July 15, 2020. In the event there is no contract between the parties for emergency services during the following year, the Town shall pay its proportion of any deficit which occurred during the contract year and the City shall pay the Town its proportion of any surplus which occurred during the contract year. Such payment shall be made within 30 days of the completion of the City's audit, and the City shall provide the Town with a statement of account showing all revenues and expenses for the contract year and shall invoice the Township for any deficit which may occur.

The Fire Capital Fund shall only be used for capital purchases pursuant to City's Internal Control Policy outlined in Exhibit C. Any capital purchases above \$50,000 will be brought to the Fire Commission for a recommendation to the City Council before the City Council authorizes such purchase.

Each year, the City shall calculate a budget for the Fire Department's operations, debt service, and capital needs for the upcoming fiscal year. The budget shall be reviewed by the Fire Commission and presented to each party's governing Board. In addition, the City's Fire Department will provide an annual report outlining the call activity for the previous year. The departmental budget and calls will be used to calculate the Payment Amount for each year.

Payment Amount Calculation:

Payment Amount shall be based on the following calculation method (Rose Method)

Part I

Total Operations & Debt Budget is determined (excluding capital). That amount is multiplied by 33%. The result is split in equal shares among the contracting parties.

Part II

A five-year average number of calls is determined for each contracting party. That number of calls is divided by the total five-year average number of calls responded to by the Fire Department to determine a percentage share, rounded to two decimal places, for each contracting party.

The percentage share for each contracting party is multiplied by the Total Operations & Debt Budget remaining after subtracting the amount from Part I.

Part III

A capital budget amount of \$50,000 is allocated annually and is split equally among the contracted parties.

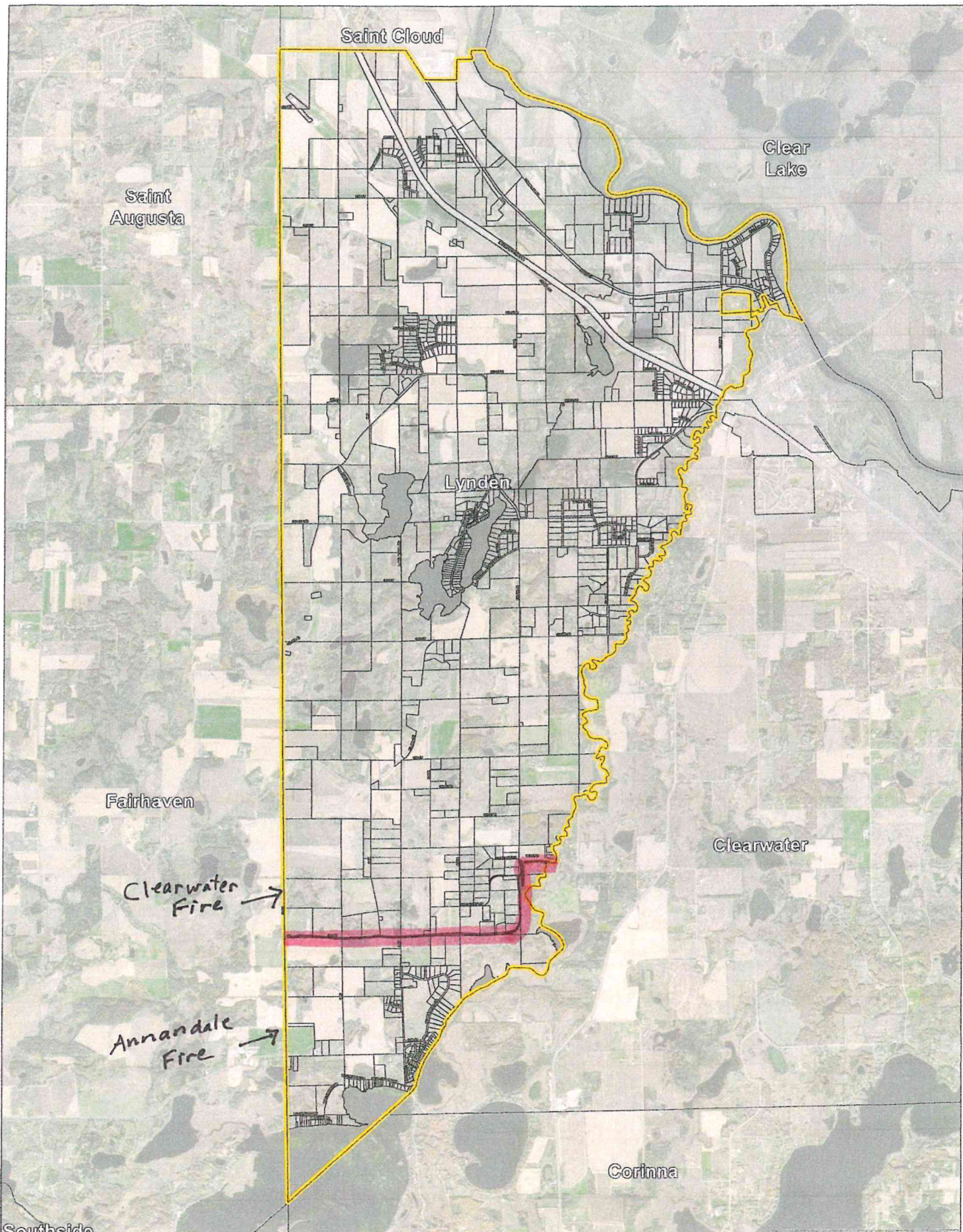
Total Cost

The Total Cost for each contracting party is determined by adding the dollar amounts from Parts I, II, and III above.

Exhibit B – Service Territory Map

Each entity shall provide a current map of its own service area including the portion of the area highways within its service area. The combined maps shall comprise the Service Territory Map and will be used to determine the allocation of service calls.

Incidents on I94 shall be split pursuant to the attached color-coded map. The area shown in green from the west I94 entrance ramp to the west end of the I94 coverage area is Lynden Township. The area shown in yellow from the edge of the rodeo property to the east end of the I94 coverage area is Clearwater Township. The area shown in red in the center is the City of Clearwater I94 area.





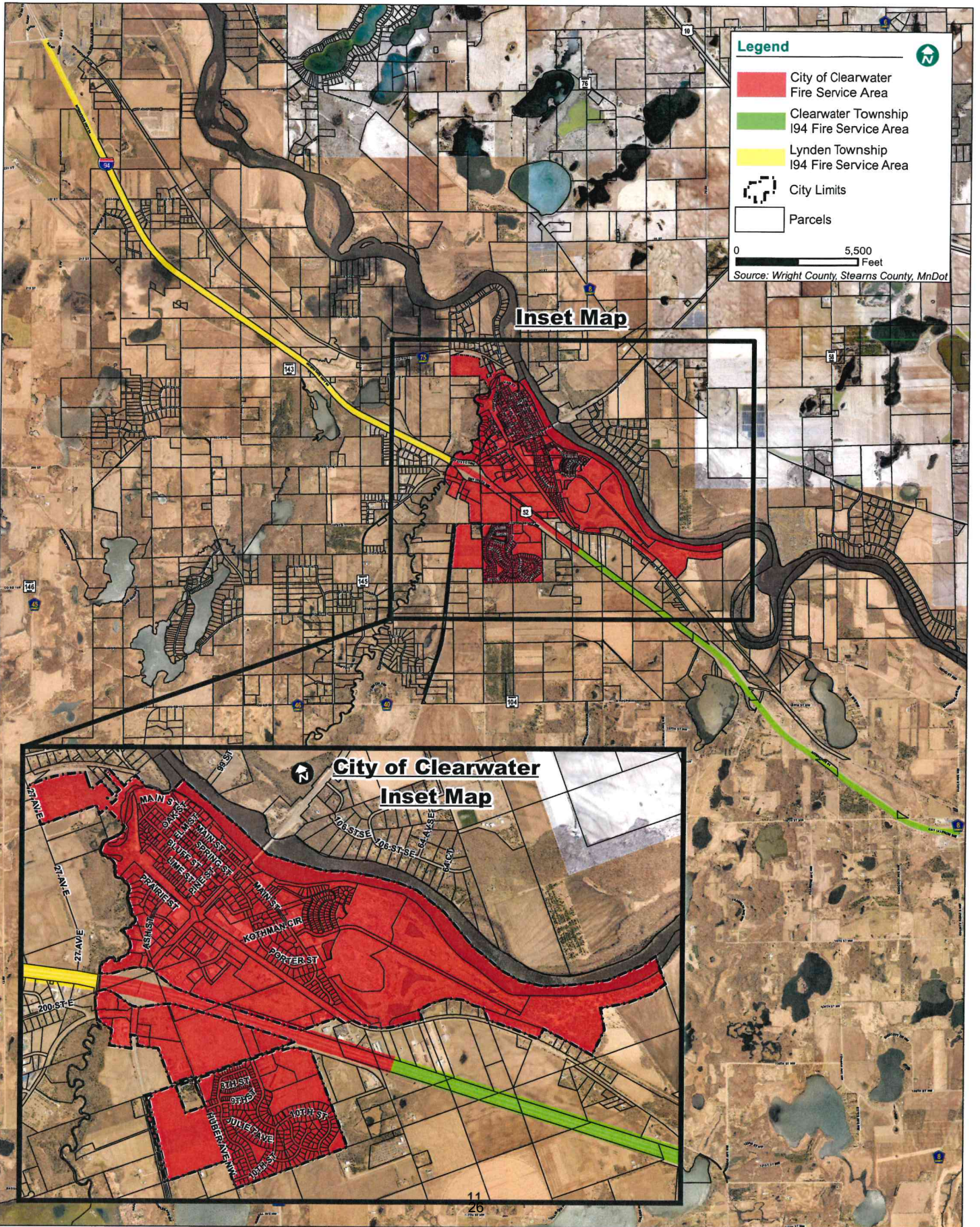
Fire Service Area Map

City of Clearwater, Minnesota



November 2021

Real People. Real Solutions.



Map Document: \arcserver\GIS\CLEAR\W13120338\FireMap_85x11.mxd | Date Saved: 11/19/2021 8:49:00 AM

**Exhibit C – City of Clearwater Internal Control Policy
Section 1200.05 (G) - Disposal and Acceptance of Fixed Assets**

1200.05 (G) - Disposal and Acceptance of Fixed Assets

Fixed Asset - Equipment, property, buildings, vehicles and improvements that have an original or historic cost of \$5,000 or more, and meet the following criteria in **Exhibit A**:

Exhibit A:

Land Improvements: Landscaping Paving projects Fencing, signs, and other	5-15 years 15-20 years 10-20 years
Buildings	40 years
Building Improvements	20-40 years
Infrastructure and Infrastructure Improvements: Roads Water Systems Sanitary Sewer Systems Storm Sewer Systems	30 years 40 years 40 years 40 years
Furniture & Fixtures	5-10 years
Vehicles: Light general purpose Heavy general purpose Fire Trucks	5 years 7-10 years 15-20 years
Equipment: Computer and Peripherals (Hardware) Computer (Software) Office Playground Fire Street/Sewer	3-5 years 3 years 3-7 years 5-10 years 5-10 years 5-10 years
Machinery	10-20 years
Leasehold Improvements	15-25 years

Equipment

- the item retains its original shape and appearance with use;
- it is non-expendable (not a supply);
- it represents an investment;
- it does not lose its identity by incorporating it through a different or more complex item;
- includes furniture but excludes built-in equipment which is considered part of the building;
- the item is not a repair part.

Property

- initial acquisition of real estate;

- improvements such as trees, shrubs, wells, septic systems, walkways, driveways, fences and other man-made improvements. An improvement must increase the value of the property.

Vehicles

- original cost of all transport vehicles and trailers that are not classified as equipment and can be registered for use on public highways;
- amounts paid under installment or lease contracts that have a terminal date and result in the acquisition of the vehicle.

Infrastructure

- the original cost of street or trail construction, including lighting systems, sidewalks, and bridges;
- the original cost of underground and above-ground utility systems, including water, sanitary sewer and storm sewer. Includes water towers, well houses and lift stations.

Disposal of fixed assets and other city property will be governed by applicable Minnesota Statutes. The City Council shall approve an annual Capital Equipment Budget, which shall include the identification of equipment to be disposed of. City Staff, at their discretion, shall abide by the following guidelines to achieve the highest level of return on the equipment:

- Trade In
- Auction
- Sealed Bids
- Donation to a non-profit per M.S. 471.3459.
- Advertising – Form that will best reach the appropriate audience
 - o Local Newspaper
 - o League of Minnesota Cities
 - o City Website
 - o Other

City Staff shall report in a timely manner to the City Council of any pending disposal transactions. If it is determined that one of the afore mentioned forms of disposal is not the best means and will not provide the City with the highest level of return, then City Staff shall seek approval from the City Council.

Acceptance of contributions of fixed assets or other property shall be in accordance with applicable Minnesota Statutes and shall be the responsibility of the city council. The City Administrator will be notified of any asset acquired by means of contribution. Donated fixed assets shall be recorded at fair market value.