

**City of Clear Lake
Council Meeting
August 4, 2021**

Council Members: Karen White, Kristin Brandt, Stefany Janish and Brandy Roberts

Members Absent: Tim Goenner

Guests: Patriot Newspaper Reporter Mark Kolbinger, and City Residents Ron Juenemann and Mitchell Koenig

City Staff: Clerk Kari Mechtel and Public Works Director Dustin Luhning

Acting Mayor White called the Council meeting at 7:00 P.M.

Agenda Approval

- **Motion made by Brandt, seconded by Roberts to approve the August 4th Council Meeting Agenda with suggested changes. Motion was approved by majority vote of all members present.**

Consent Agenda Items Approval

- Acting Mayor White requested a motion for the approval of the consent agenda items. **Motion made by Brandt, seconded by Janish to approve the following August 4th Council meeting consent agenda items.**
 - **Minutes from the July 6, 2021 Council Meeting**
 - **July's accounts receivables/expenditures and EFT's**
 - **Resolution #21-09****Motion was approved by majority vote of all members present.**

Sherriff's Report

- Sherburne County Sheriff's Department Captain Broich was present and provided the Council members with information on calls for the month of July. They were mostly traffic, medical, and domestic in nature. There were 47 calls for service in the month.

8030 Wilderness Lane – water/sewer bill dispute

- Clerk Mechtel presented to the Council a letter from City Resident Koenig in regards to his sewer portion of his monthly bill. In the past Koenig watered his garden with his sand point well and while he was having technical issues with the pump, he decided to water his garden with a hose connected to the City's water supply. Koenig was unaware that the sewer was based on the water usage. Clerk Mechtel provided the Council with a summary of Koenig's monthly usages. After much discussion it was decided to reduce the sewer portion of monthly bill. **Motion made by Brandt, seconded by Roberts to allow Clerk Mechtel to figure out Koenig's monthly average for the sewer and send out a revised bill. Motion was approved by majority vote of all members present.**

Public Works Employee Report – Public Works Supervisor Dustin Luhning

- Public Works Supervisor Dustin Luhning presented the Council with a quote for a vehicle hoist, Luhning stated that this item was included in the 2021 budget. **Motion made by Janish, seconded by Brandt to allow Luhning to purchase the vehicle hoist in the amount of \$3,995.00, motion was approved by majority vote of all members present.**

- Public Works Supervisor Dustin Luhning also advised the Council that due to the removal of well #1 we are no longer required to test for nitrates on a monthly basis. MDH has reduced that portion of our testing to annually.

Water/Sewer

- Public Works Supervisor Dustin Luhning stated that the new water meter project is going great, we only have roughly 16 additional meters to install.

Clerk

- Clerk Mechtel requested scheduling a budget workshop in August. It was decided that the budget workshop will be on August 16th at 6:00 P.M.
- **Motion made by Brandt, seconded by Roberts to approve the 2nd quarter finance report. Motion was approved by majority vote of all members present.**

New Business

- Member Brandt questioned Mechtel and Luhning on how comfortable they are with the spike in COVID-19 cases. Both employees are satisfied how things are being handled at the moment. Brandt suggested that staff pays attention to their surroundings and what other Cities are doing in preparedness.

Adjournment

- **Motion made by Brandt, seconded by Janish to adjourn the Council Meeting at 7:15 P.M. Motion was approved by majority vote of all members present.**

Karen White, Acting Mayor

Kari Mechtel, City Clerk

**City of Clear Lake
Budget Workshop
August 16, 2021**

Council Members: Tim Goenner, Karen White, Kristin Brandt, and Stefany Janish

Members Absent:

Guests: Fire Chief Ron Koren

City Staff: Clerk Kari Mechtel and Public Works Director Dustin Luhning

Mayor Goenner called the budget workshop to order at 6:00 P.M.

Clerk Mechtel went through each fund of the preliminary budget for 2022. As of today, the City has been able to put away \$42,431.00 into the capital street fund and \$18,000.00 into the capital park replacement project.

Fire Chief Ron Koren presented to the Council the reasons to hire him either as a part time or full-time employee. Koren stated that the City of Elk Rivers FT Chief makes \$100k annually, the City of Zimmerman FT Chief makes \$80k and the City of Princeton's PT Chief makes \$45k annually. Chief Koren stated that he would be taking over a lot of his other assistant chiefs duties and as well as some of his captains duties. Member Brandt asked will their annual salaries be reduced if duties are being taken away? Chief Koren stated possibly but didn't know exactly what the reductions would be. Chief Koren is looking for 30-40 hours a week and would need to make \$40k annually. Clerk Mechtel asked Chief Koren if there is a certain dollar amount that he shouldn't go over due to his Social Security benefits, Chief Koren stated no. Clerk Mechtel also asked if he was looking to receive any benefits? Chief Koren also stated no. Chief Koren also stated that he would still like to receive the hourly rates for all emergency calls.

After further discussions Chief Koren also mentioned that the city really needs to focus on getting a new fire hall here in town.

Clerk Mechtel finished going through each fund and answered any questions the Council Members had about the 2022 preliminary budget. At this time the Council agrees with the presented budget and will finalize it in September.

Member White mentioned that Becker Fire Department tried hiring a fulltime fire chief a few years ago and ended up creating major issues within the department. After some time, the Becker FD took that position away. Member White feels if Becker couldn't do it, I am not sure how we can do it.

Member Brandt is currently not comfortable with creating a position for a person. Typically, positions are created for a position that is needed.

Mayor Goenner suggested that the Council focuses on a new fire hall at this time. Member Janish feels the same and stated that the city budget cannot absorb this new expenditure especially when a new building is needed. Mayor Goenner suggested that Clerk Mechtel runs some numbers to see what Chief Koren's request would do to the city's levy and have it made available at the September meeting.

Adjournment

- **Motion made by Brandt, seconded by White to adjourn the budget workshop at 7:03 P.M. Motion was approved by majority vote of all members present.**

Tim Goenner, Mayor

Kari Mechtel, City Clerk

**RESOLUTION No. 21-10
CITY OF CLEAR LAKE**

**RESOLUTION ACCEPTING RESIGNATION
AND DECLARING A VACANCY**

WHEREAS, The Clear Lake City Council has received and accepted the written resignation of Council Member Brandy Roberts effective August 5, 2021

NOW, THEREFORE BE IT RESOLVED BY THE CLEAR LAKE CITY COUNCIL OF CLEAR LAKE, MINNESOTA, AS FOLLOWS:

1. The council declares that a vacancy exists on the Council effective September 7, 2021.

Passed and adopted by the Clear Lake City Council, Sherburne County, State of Minnesota, on this 7th day of September, 2021.

Mayor:

Tim Goenner

Attest:

Kari Mechtel, Clerk/Treasurer

(seal)

**RESOLUTION NO. 21-11
CITY OF CLEAR LAKE
RESOLUTION APPROVING 2022 PRELIMINARY TAX LEVY,
COLLECTIBLE IN 2022**

Be it resolved by the Council of the City of Clear Lake, County of Sherburne, Minnesota, that the following sums of money be levied for the current year, collectible in 2022, upon taxable property in the City of Clear Lake, for the following purposes:

Total levy \$378,792.60

The City Clerk is hereby instructed to transmit a certified copy of this resolution to the county auditor of Sherburne County, Minnesota.

Adopted by the City Council on September 7, 2021

Tim Goenner - Mayor

Attest:

Kari Mechtel - City Clerk

(seal)

RESOLUTION NO. 21-12

A RESOLUTION TO ACCEPT THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT

WHEREAS, since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected over 32 million and killed over 575,000 Americans ("Pandemic"). The disease has impacted every part of life: as social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their jobs;

WHEREAS, as a result of the Pandemic cities have been called on to respond to the needs of their communities through the prevention, treatment, and vaccination of COVID-19.

WHEREAS, city revenues, businesses and nonprofits in the city have faced economic impacts due to the Pandemic.

WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 ("ARPA") which included \$65 billion in recovery funds for cities across the country.

WHEREAS, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

WHEREAS, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds.

WHEREAS, the city, in response to the Pandemic, has had expenditures and anticipates future expenditures consistent with the Department of Treasury's ARPA guidance.

WHEREAS, the State of Minnesota will distribute ARPA funds to the City because its population is less than 50,000.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CLEAR LAKE, MINNESOTA AS FOLLOWS:

1. The City intends to collect its share of ARPA funds from the State of Minnesota to use in a manner consistent with the Department of Treasury's guidance.
2. City staff, together with the Mayor and the City Council are hereby authorized to take any actions necessary to receive the City's share of ARPA funds from the State of Minnesota for expenses incurred because of the Pandemic.
3. City staff, are hereby authorized to make recommendations to the City Council for future expenditures that may be reimbursed with ARPA funds.

Adopted by the City Council of Clear Lake, Minnesota this 7th day of September, 2021.

Tim Goenner, Mayor

Attested:

Kari Mechtel, City Clerk



CONNECTING & INNOVATING
SINCE 1913

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.
- The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____

STEIL INSURANCE

S E R V I C E S , I N C .

Auto · Home · Life · Health · Farm · Business · Annuities

July 21, 2021

City Of Clear Lake
Po Box 298
Clear Lake, MN 55319

Mayor and Council Members,

It is my privilege to be able to present this year's insurance renewal for the City to you. We are all in unprecedented times with civil unrest, pandemics wreaking havoc and prices going up in almost every industry. I'm happy to report that your insurance premium for the City is only up about \$400 this year.

The League of Minnesota Cities is still performing well and keeping premiums as low as possible. I've attached a spreadsheet of your premiums over the course of the past 5 years as well as a summary by line of coverage.

If there are any specific questions or concerns please let me know. I am here to work for you. Kari does a great job of keeping me in the loop if questions arise during the year. I appreciate that the City is concerned about their liability and what it may result in if something goes bad.

Thank you for your trust in me and your continued business with our agency.

Regards,

Ronald R. Mumm
320-420-8015

14054 Bank St. #1, PO Box 218
Becker, MN 55308
Phone: 763.261.4201

109 E James Street
Paynesville, MN 56362
Phone: 320.243.3710

26 E Main St, PO Box 129
Richmond, MN 56320
Phone: 320.597.2146

City of Clear Lake

2020 Summary/ Proposal	2017	2018	2019	2020	2021
Property	\$10,299	\$11,357	\$11,494	\$12,038	\$12,364
Mobile Equipment	\$721	\$743	\$805	\$843	\$865
Unscheduled tools under \$100K are covered automatically					
Equipment Breakdown	\$813	\$838	\$829	\$1,029	\$1,056
Municipal Liability	\$2,937	\$2,906	\$2,605	\$3,028	\$3,105
Auto Liability and Physical Damage	\$4,328	\$3,474	\$3,604	\$3,351	\$3,302
\$500 Deductible on Phys Dmge					
Bond	\$321	\$305	\$298	\$277	\$270
Excess Liability	\$1,120	\$1,079	\$1,031	\$1,070	\$1,113
Total Package	\$20,539	\$20,702	\$20,666	\$21,636	\$22,082

City of Clear Lake 2021-2022 Insurance Summary of Coverage/ Limits

	2020	2021
Property: Blanket Limit of	\$ 6,235,741	\$ 6,400,254
Terrorism Loss:	\$50,000,000	\$50,000,000
Loss of Revenue/ Extra Expense	\$ 5,000,000	\$ 5,000,000
Deductible	\$ 500	\$ 500
***See exhibit A for building values per location		
Crime: \$250,000 Limit per occurrence 500 Deductible		\$ 250,000 Limit
Bond: \$165,000 500 Deductible		\$170,000
Petrofund: \$250,000 Occurrence/ Aggregate per tank release		\$ same
Equipment Breakdown: 500 Deductible	\$ no limit	\$ no limit
Unscheduled Equipment: 500 Deductible	\$ 377,251	\$ 377,251
Municipal Liability:		
Per occurrence Limit	\$2,000,000	
Products Limit	\$3,000,000	
Failure to Supply	\$3,000,000	
EMF Claim	\$3,000,000	
Med Pay	\$2,500/ \$10,000	
Limited Contamination	\$3,000,000	
Outside Organization Claim	\$ 100,000	
System Security Breach	\$3,000,000	
Land Use & Special Risk Litigation	\$1,000,000	
Municipal Liability Deductible	\$ 500	

Retro Dates: Municipal Liability 08-06-1987
Limited Contamination 08-06-1989

Premises- Operations	Code	Basis 2020	Basis 2021
Employment	B- Number of FTE's	3	3
Land Use	A- Number of Households	235	238
Sewer Department	D- Number of Connections	221	223
Expenditures	E- total expense net of transfer and depreciation	\$1,065,395.00	\$1,124,575

Commercial Auto: \$2,000,000 Per occurrence
 \$ 200,000 Uninsured/ Underinsured Motorists
 \$ 500 Deductible

1986	Ford F350	Fire Truck	5691
2001	Freightliner FL80		5287
1997	Ford E350	Rescue Unit	
1998	Chevy K3500	Fire PU	1515
2004	Ford F250 Truck		2239
2007	Freightliner	Fire Truck	878
1993	Ford F350	Fire Truck	101
1986	Chevy K3500	Fire Truck	7519
2004	Tra/RAM Trailer		1123
1994	Built-Rite Trailer		1652
2000	Boat Trailer		1375
1986	International Harvester		2818
2014	Freightliner M2-160		3137
2015	GMC Sierra		6701
2015	GMC Sierra		5573
2008	Ford F-250		3909
2010	CFMOTO UTV		330
2016	GMC CB SIE		978
2003	Freightliner	Fire Truck	3354
2018	GMC Sierra		6617

City of Clear Lake

From: Rich Ragatz <Rich.Ragatz@idealenergies.com>
Sent: Tuesday, August 24, 2021 10:21 AM
To: City of Clear Lake
Subject: On-site ground-mounted solar for the Clearwater/Clear Lake Sewer Authority - WWTP - 6491 River Road SE, Clearwater, Minnesota.

Kari:

As a follow-up to our recent conversations and e-mails, I am reaching out to you to see if I can get on the upcoming City Council Agenda for September 7th? I am looking to get a soft "yes," our City would be open to the possibility of having Ideal Energies install a solar array at the Wastewater Treatment Plant. Then, I will go and get Formal Approval with the Clear Lake/Clearwater Sewer Authority for the solar project, subject to the City of Clear Lake re-zoning and conditional use permit, etc.

If/when we get the Sewer Authority Approval, then we would formally submit our application with the City of Clear Lake for re-zoning and conditional use approval.

Please let me know if you have questions or need anything else.

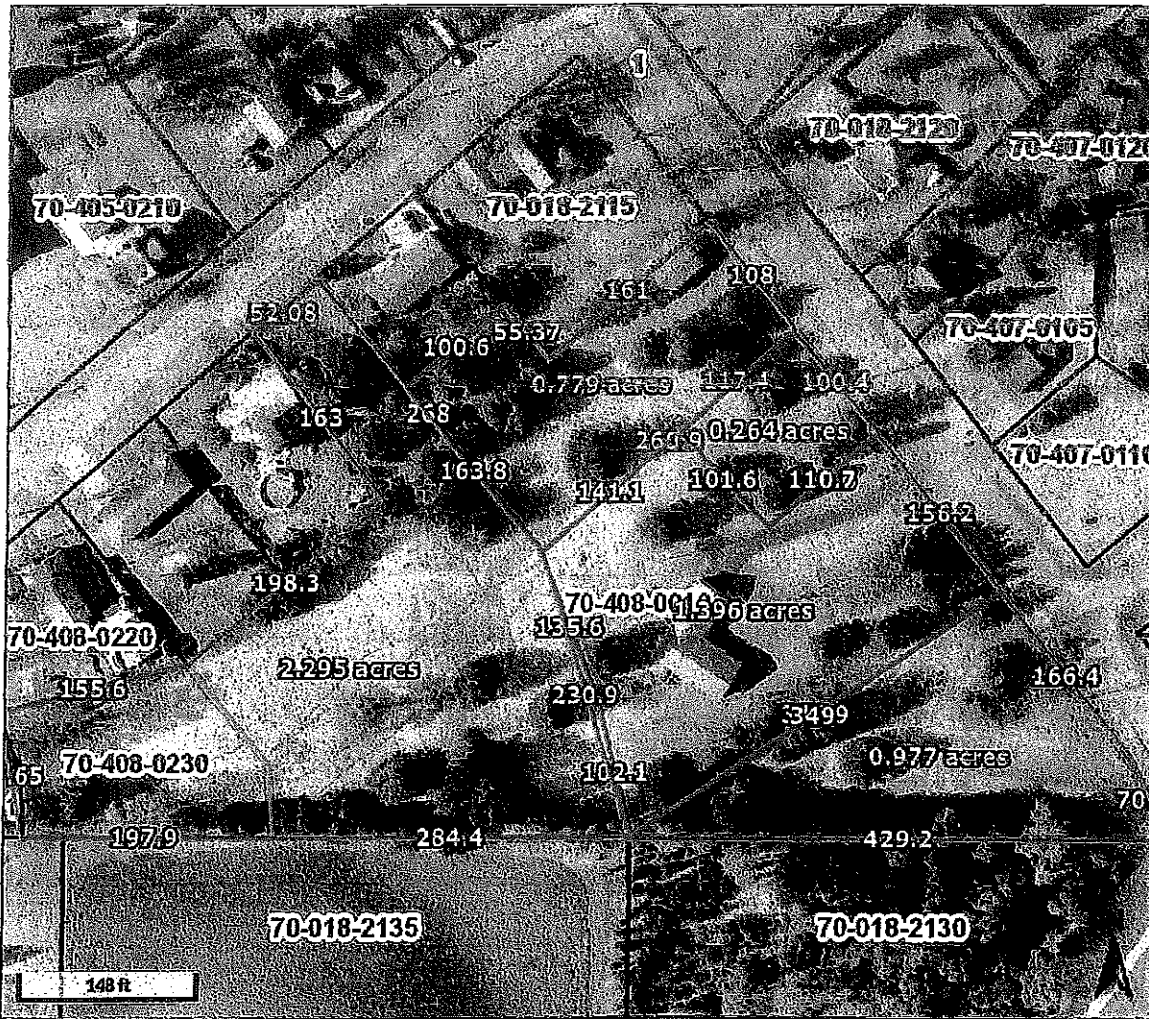
I look forward to presenting and let me know if September 7th works.

Best,
Rich

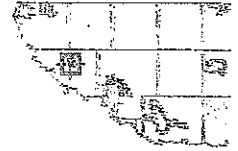


IDEAL ENERGIES
— A GREEN² COMPANY —

Rich Ragatz | Senior VP Business Development | c 612.730.2814 p 612.928.5008 f 612.928.5009
Ideal Energies, LLC | 5810 Nicollet Ave | Minneapolis, MN 55419 | www.idealenergies.com



Overview



Legend

- Public Water Inventor
 - Not Classified
 - General Development
 - Natural Environment
 - Recreational Development
 - Parcels
 - Streams

Parcel ID	70-408-0010	Alternate ID n/a	Owner Address PO BOX 144
Sec/Twp/Rng	18-34-29	Class 201-Residential 1 unit	CLEAR LAKE MN 55319-0144
Property Address	7953 CHURCH ST CLEAR LAKE	Acreage 5.18	
District	CLEAR LAKE CITY		
Brief Tax Description	n/a (Note: Not to be used on legal documents)		

Disclaimer: Every attempt has been made to ensure that the information contained on this web site is valid at the time of publication. Sherburne County reserves the right to make additions, changes, or corrections at any time and without notice. Additionally, Sherburne County disclaims any and all liability for damages incurred directly or indirectly as a result of errors, omissions or discrepancies and is not responsible for misuse or misinterpretation. Data is updated periodically. For the most current information contact the appropriate county department.

Disclaimer for St Cloud Parcels: Sherburne County information about St Cloud properties are limited to classification and value. Any questions regarding additional information please contact the City of St Cloud's assessor office.

Date created: 4/29/2021
Last Data Uploaded: 4/28/2021 11:35:30 PM

Developed by Schneider GEOSPATIAL

August 27, 2021

By Email Only

Mr. Dustin Luhning
Public Works Supervisor
City of Clear Lake
76841st Avenue West
Clear Lake, Minnesota 55319

**RE: Proposal for ROV Evaluation of the 100,000-Gallon Single Pedestal Water Tower
Located in the City of Clear Lake, Minnesota**

KLM Project Number: MN3391

Dear Mr. Luhning:

KLM is pleased to submit this proposal to inspect the 100,000-gallon single pedestal water tower located in the City of Clear Lake, Minnesota.

By choosing KLM Engineering, Inc., Clear Lake is investing in the knowledge and expertise of a consultant who can perform an accurate and unbiased evaluation of your water storage tower. Our evaluation will identify the maintenance requirements of the tower and will estimate the next time the tower needs maintenance. This 5-year AWWA evaluation will establish a baseline of the current conditions of the tower.

The experience of KLM's staff in water tank evaluations has been enhanced by our training as National Association of Corrosion Engineers (NACE), Certified Coatings Inspectors, and American Welding Society (AWS) Certified Welding Inspectors. This training, plus the years of experience in abrasive blasting (surface preparation), painting, rigging, welding, and inspecting has given this company a competitive edge for performing this type of work in a safe and professional manner.

Documentation

KLM will provide to the Owner an evaluation report, which will provide the following benefits:

1. Clearly stating the actual condition of the coatings and structural integrity.
2. Identify the amount of sediment and estimate the next time it needs cleaning.
3. Provide a schedule for performing recommended maintenance work.
4. Provide an Engineer's Cost Estimate for all recommended repair work.
5. Color photographs to substantiate details of the report.
6. Copies of the report to justify maintenance recommendations to decision-makers.
7. The evaluation report can be included in the specification document to provide accurate information on existing conditions for bidders.
8. Recommendation of future evaluations.

The evaluation report will be provided to the City of Clear Lake in digital format (pdf). After the Clear Lake receives the report, KLM will follow up to review our discoveries detailed out in the report.

KLM Work Plan

ROV Evaluation

KLM plans to utilize a two-man crew and a Remote Operated Vehicle (ROV) to perform the evaluation. This evaluation method can be performed in one day.

KLM will provide NACE Coatings Inspectors, who are properly trained and qualified to perform this type of evaluation. To perform an ROV evaluation, the Owner would be required to have the water at or near the high-water level (HWL) at the start of the evaluation. KLM inspectors will insert a disinfected ROV into the tank interior, for the interior evaluation of the roof, roof structure, and all appurtenances such as vents, manways, and ladders. Video recording and photos will be taken with an underwater camera, which will show the coating conditions. The inlet pipe or wet riser is excluded from the evaluation, unless otherwise written into this agreement. The camera will be disinfected in accordance with AWWA.

Exterior and Interior Evaluation

The exterior and interior evaluation is critical for evaluating the coating conditions to determine whether the coating is a candidate for over coating or complete reconditioning. KLM inspectors will also check for structural deficiencies security and safety compliance.

The exterior will be inspected from all areas accessible without rigging unless otherwise written into this agreement. Coating conditions of both the interior and exterior will be examined using several types of testing equipment. KLM's evaluation will include using ultrasonic thickness (UT) readings, dry film thickness (DFT), and standard ASTM tests.

Owner's Responsibilities

The Owner's personnel shall be responsible for:

- Having the water at the high-water operating level.
- Opening and closing the inlet/outlet pipe.
- Taking and testing water samples.
- Providing copies of background information on tower, including maintenance records, construction drawings, previous evaluation reports, and previous painting or reconditioning specifications. It is especially helpful if this information is collected prior to KLM's personnel beginning its evaluation.

Evaluation Fees

Remote Operated Vehicle (ROV) Evaluation

The evaluation will be performed for a fee of:

\$3,000.00

Terms and Conditions

KLM has attached our standard Terms and Conditions. The Terms and Conditions are part of this agreement between the City of Clear Lake, Minnesota and KLM Engineering, Inc. unless otherwise agreed to in writing by both parties.

Additional Information

Additional information can be found at KLM's website at: www.klmengineering.com

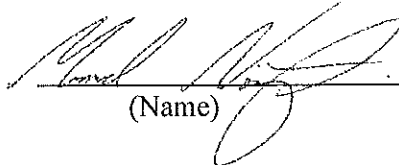
Agreement

This proposal is valid for sixty (60) days from August 27, 2021. If the City of Clear Lake, Minnesota finds this proposal acceptable, please sign and return by mail, fax, or email. When KLM receives the signed proposal, we will call the Owner to coordinate an evaluation time. When the Owner receives the evaluation report, KLM will bill the Owner according to this agreement.

This agreement, between the City of Clear Lake, Minnesota and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

(Name) (Title) City of Clear Lake, Minnesota

(Date)

 Director of Business Development KLM Engineering, Inc.
(Name) (Title) Woodbury, Minnesota

August 27, 2021
(Date)

We look forward to working with you.

Sincerely,

KLM ENGINEERING, INC.
Michael Novitzki
Director of Business Development
Phone: 651-773-5111
Fax: 651-773-5222
Cell: 651-440-5058
Email: mnovitzki@klmengineering.com

Enclosed: KLM's Terms and Conditions



KLM ENGINEERING, INC.
TERMS AND CONDITIONS

1. **BASIC SERVICES.** The scope of KLM's work is described in the attached proposal or contract agreement and may not be expanded or reduced except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a duly executed change order or purchase order outlining the scope of additional work on services.
3. **OWNER'S RESPONSIBILITIES.** OWNER shall fully disclose to KLM its knowledge of the condition of the structure and its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on OWNER'S behalf regarding the project. If necessary, shall clean and make the structure safe for entry; shall furnish the service of other consultants (including engineers, insurance consultants, accountants, attorneys, etc.) when those services are reasonable required or are reasonably requested by KLM; shall test for pollution and hazardous materials when required by law or requested by KLM; and shall provide all necessary permits and other authorization.
4. **SAFETY.** KLM shall only be responsible for safety of KLM personnel at the work site. The Owner or other persons shall be responsible for the safety of all other persons at the site. Owner shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of the work, such materials, or conditions are discovered, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate services. Owner agrees to be responsible for payment of such additional protection costs. Upon such discovery, KLM agrees to immediately notify the Owner in writing, of the hazardous materials or unsafe conditions.
5. **HAZARDOUS MATERIALS.** Unless agreed in the scope of work KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, OWNER shall defend and indemnify KLM and its employees from all claims, including costs and attorney fees, arising out of the presence of hazardous materials on the job site.
6. **SITE ACCESS AND RESTORATION.** Owner will furnish KLM safe and legal site access. It is understood by Owner that in the normal course of work, some damage to the site or materials may occur. KLM will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Owner, unless agreed to in the scope of work.
7. **STANDARD OF CARE.** KLM will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in the geographic area, and under similar budgetary constraints. No other warranty is implied or intended.
8. **SCHEDULING.** Prior to scheduling the OWNER shall furnish a written purchase order or request for the services required and shall give as much notice as possible in advance of the time when the services are desired. Our ability to respond to such an order will depend upon the amount of advance notice provided. If an inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the work site, then the OWNER shall be billed, according to the TERMS AND CONDITIONS, for costs incurred by KLM.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance and will provide OWNER with a certificate of insurance upon owner's request.

10. **PAYMENT, INTEREST AND BREACH.** KLM will submit itemized monthly or other periodic invoices for work previously performed. Invoices are due upon receipt. OWNER will inform KLM of invoice questions or disagreements within 15 days of invoice date, unless so informed, invoices are deemed correct. OWNER shall make payment within 30 days after receiving each statement, and overdue payments will bear interest at 1.5 percent per month if OWNER is a business entity and at the legal rate of interest of the state in which the project is located if OWNER is a consumer. If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, KLM may, at its sole option, suspend all duties to the Owner or other persons, without liability. Owner will pay all KLM collection expenses and attorney fees relating to past due fees, which the Owner owes under this agreement.
11. **MUTUAL INDEMNIFICATION.** Except as to matters actually covered by insurance purchased by KLM, KLM agrees to hold harmless and indemnify OWNER from and against liability arising out of KLM's negligent performance of the work, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to in writing. Except as to matters actually covered by insurance purchased by OWNER, OWNER agrees to hold harmless and indemnify KLM from and against liability arising out of OWNER'S negligent conduct, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to.
12. **LIMITATION OF LIABILITY.** OWNER agrees to limit KLM's liability to OWNER arising from professional acts, errors or omissions, such that the total aggregate liability of KLM does not exceed KLM's project fees except as to matters actually covered by insurance purchased by KLM.
13. **DELAYS.** If KLM work delays are caused by Owner, work of others, strikes, natural causes, weather, or other items beyond KLM's control, a reasonable time extension for performance of work shall be granted, and KLM shall receive an equitable fee adjustment.
14. **TERMINATION.** After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the OWNER shall pay for all work performed, including demobilization and reporting costs to complete the file project and reports to OWNER.
15. **SEVERABILITY.** Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, OWNER and KLM will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services to OWNER for use only for the project, and KLM retains all ownership of said documents regardless of whether the project is completed. OWNER may retain copies for reference in connection with the use and occupancy of the project; but KLM does not represent that the documents are suitable for reuse on extension of the project or on other projects. OWNER and others shall not use the documents on other projects or extensions of this project except by KLM's written agreement. OWNER will defend and indemnify KLM from all claims or losses arising out of the unauthorized use of the documents.
17. **ARBITRATION.** Any controversy or claim for money damages arising out of or relating to the making or performance or interpretation of this AGREEMENT, or the breach of this AGREEMENT, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three arbitrators, at least one of who is a structural engineer; and the panel may award only money damages and shall not award equitable relief. Judgment upon the arbitration award may be entered in any court having jurisdiction of the parties. The enforceability of these arbitration provision and arbitration awards will be governed by the Federal Arbitration Act.

18. ARBITRATION FEES. The prevailing party to any dispute arising out of this AGREEMENT shall be entitled to recover its reasonable fees and costs from the other party.
19. JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO. During the term of this contract and thereafter, KLM has permission to take still photographs or video of the site for training, documentation, education or promotional purposes. A signed agreement constitutes the Owner's written permission to use the photographic image or video in the manner described herein. The only identifiable information to be used by KLM will be the Owner's name as displayed on the image. Acceptance of these terms and conditions is considered a legal release by the Owner allowing KLM to use of photographic images as described herein.

C:\winword\Terms & Cond., proposal.
11/1997

City of Clear Lake

From: Beth Winchester via LMC - MemberLink <Mail@ConnectedCommunity.org>
Sent: Tuesday, August 10, 2021 4:12 PM
To: cityofclearlake@frontiernet.net
Subject: RE: City Clerks/Administrators : Punching in and out for lunch



City Clerks Administrators

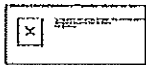
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Re: Punching in and out for lunch

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Aug 10, 2021 4:12 PM
[Beth Winchester](#)

We do punch clocks. However, we do not punch in/out for lunch. Most of us work at our desks, so we still take calls or customers at the counter during this time.
Unless we are specifically leaving the building and having lunch elsewhere, then we do punch in/out as we are out of the offices.
Here in the office, I only work 8 hours, so we call it a "working lunch" - I work and eat at the same time. I do have a kitchenette provided - small fridge, toaster oven, microwave, coffee pot, etc. for our use.

--
Bethany Winchester
Clerk - Treasurer
City of Stockton
8600 D Street
(507) 689-2005
Population 712

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Original Message:
Sent: 8/10/2021 2:31:00 PM
From: Kari Mechtel
Subject: Punching in and out for lunch

Good Day Clerks,

Looking to see what Cities with the population of 1,000 or less require staff to punch in and out for lunch.

City of Clear Lake

From: Jamle Hubbell via LMC - MemberLink <Mail@ConnectedCommunity.org>
Sent: Tuesday, August 10, 2021 1:59 PM
To: cityofclearlake@frontiernet.net
Subject: RE: City Clerks/Administrators : Punching in and out for lunch



City ClerksAdministrators

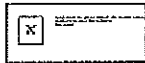
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Aug 10, 2021 1:59 PM
[Jamie Hubbell](#)

Hi Kari,

We are under 1000 population and we all punch a time clock.

We punch out for lunch and can take anywhere from 20 mins to 1 hour per our personnel policy.

We were told awhile back that we are not allowed to deduct time from any employees time sheets without their authorization.

Previously, our city deducted 20 mins for lunch every day automatically as well, but there were days that staff couldn't break for lunch and argued the fact.

I wish we could close the door and take a noon-1pm break every day. There are some days that staff do not get to have lunch until 2:30-3:00.

Jamie Hubbell MCMC
City Clerk-Treasurer
City of Isle
285 2nd Ave S
Isle, MN 56342
Ph.# 320-676-3641
Fax # 320-676-1084



City of Clear Lake

From: Robin Johnson via LMC - MemberLink <Mail@ConnectedCommunity.org>
Sent: Tuesday, August 10, 2021 1:55 PM
To: cityofclearlake@frontiernet.net
Subject: RE: City Clerks/Administrators : Punching in and out for lunch



City ClerksAdministrators

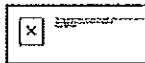
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Re: Punching in and out for lunch

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Aug 10, 2021 1:55 PM
[Robin Johnson](#)

City of Stewart does not have a punch in or out, We write our timesheets, so we have to show start, lunch, and end times.

Robin Johnson
City Clerk / Treasurer of Stewart
City of Stewart
551 Prior Street
PO Box 195
Stewart, MN 55385
City E-mail Address - cityofstewart@gmail.com
City Webpage Address - www.Stewart.mn.citygovt.org

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Original Message:
Sent: 8/10/2021 2:52:00 PM
From: Sandy Burger
Subject: RE: Punching in and out for lunch

I am required to write my in and out times and also for lunch.
The two maintenance/utility guys are only required to log hours per department per day, no time in or out.
Lunch is Included, as they are on call...

Sandy Burger - MCMC
City Clerk/Treasurer
City of Lafayette

City of Clear Lake

From: Sandy Burger via LMC - MemberLink <Mail@ConnectedCommunity.org>
Sent: Tuesday, August 10, 2021 1:52 PM
To: cityofclearlake@frontiernet.net
Subject: RE: City Clerks/Administrators : Punching in and out for lunch



City ClerksAdministrators

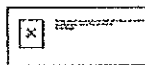
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Re: Punching in and out for lunch

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Aug 10, 2021 1:52 PM
Sandy Burger

I am required to write my in and out times and also for lunch.
The two maintenance/utility guys are only required to log hours per department per day, no time in or out.
Lunch is included, as they are on call...

Sandy Burger - MCMC
City Clerk/Treasurer
City of Lafayette
P.O.Box 375, Lafayette, MN 56054
Office: 507-228-8241
Fax: 507-702-7220
<http://lafayettemn.com>
2010 Census Population 504
Office hours: M- FR 7:00 - 4:00, Closed noon to 1 PM

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Original Message:
Sent: 8/10/2021 2:31:00 PM
From: Kari Mechtel
Subject: Punching in and out for lunch

Good Day Clerks,

City of Clear Lake

From: Elaine Walker via LMC - MemberLink <Mail@ConnectedCommunity.org>
Sent: Tuesday, August 10, 2021 1:48 PM
To: cityofclearlake@frontiernet.net
Subject: RE: City Clerks/Administrators : Punching in and out for lunch



City ClerksAdministrators

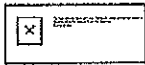
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Re: Punching in and out for lunch

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Aug 10, 2021 1:48 PM
[Elaine Walker](#)

We just close City Hall and we all leave for an hour from noon-1:00pm. No time clock. We are all paid for 40 hours/week and the PW guys get comp time for anything over.

Elaine Walker
Clerk/Treasurer
City of Round Lake
098 Main Street
PO Box 72
Round Lake, MN 56167
Population 367

Hours: Mon-Fri 7:00am-Noon, 1:00pm-4:00pm
Phone: 507-945-8127
Fax: 507-945-0039

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Original Message:
Sent: 8/10/2021 2:31:00 PM
From: Kari Mechtel
Subject: Punching in and out for lunch

Good Day Clerks,

City of Clear Lake

From: Nicole Pilarski <n_pilarski@live.com>
Sent: Thursday, August 12, 2021 10:14 AM
To: City of Clear Lake
Subject: Punching Out for Lunch

Well thank god!

Ok so - lunch - I'll try to remember what I said lol

Here's what our policy says:

7.5 Rest and Lunch Periods

All employees may take a paid fifteen-minute rest period for each four consecutive hours worked, so long as the rest period does not conflict with the discharge of the duties by the employee. The rest period should be scheduled at the middle of each four-hour work period whenever feasible. All employees working eight or more consecutive hours shall be granted an unpaid meal period during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift and shall not exceed one hour. Employees (with the exception of Police) must punch out for each meal. Employees are expected to use these breaks as intended and will not be permitted to adjust work start time, end time or lunch time by saving these breaks.

Departments with unique job or coverage requirements may have additional rules, issued by the supervisor and subject to approval of the City Clerk, on the use of meal breaks and rest periods.

Now usually I end up working through my lunch BUT if I actually take a lunch I do punch out or if I forget write it in - well now we can "insert it in" in the computer program. If we all sit down & take a lunch together - like the few times I've ordered pizza - I will go & deduct a half hour or however long we're all eating - honestly I'm not sure that anyone realizes it.

When I attend a Chamber lunch on behalf of the City I do NOT punch out because that's on behalf of the City.

When Ed worked here - I deducted a half hour from his timecard each day - he openly admitted he was too lazy to punch out before he went home each day for lunch. When Matt took over for him - I told Matt to grow up & be responsible before he went to the school & ate lunch with his wife each day.....that worked for a little while.

Honestly I think this is the next thing that I think the mayor will be bringing up here

-Nicole

From: City of Clear Lake <cityofclearlake@frontiernet.net>
Sent: Thursday, August 12, 2021 11:04 AM
To: 'Nicole Pilarski' <n_pilarski@live.com>
Subject: RE: test email

ANNUAL SALARY COMPARISONS

SALARY	CITY LEVY AMOUNT		TAX RATE		% INCREASE
\$26,000 WITH FICA AND PERA \$29,991.00	\$406,767.20		65.05%		-2.55%
\$36,000 WITH FICA AND PERA \$36,912.00	\$413,194.20		66.08%		-1.52%
\$40,000 WITH FICA AND PERA \$46,140.00	\$418,479.09		66.92%		-0.68%
CURRENT TAX RATE WITH PROPOSED 2022 BUDGET	\$378,792.60		60.57%		-7.02%

An employee can use compensatory time within the same guidelines as Paid Time Off (“PTO”).

An employee is allowed to accrue 240 hours in compensatory time before the earned time is paid out over the maximum accrual amount.

Each employee must specify compensatory time used versus PTO time on their timesheets to ensure the correct paid time off accruals is maintained.

All non-exempt employees must receive authorization from their supervisor before working overtime. An employee who has worked overtime must enter it on his/her time record no later than the day after it is accrued.

Specialized Incentive Pay

Additional compensation shall be offered as an incentive to acquiring certifications/licensures as follows:

Waste Water Operator

Class D Wastewater License: additional \$1/hr.

Class C Wastewater License: additional \$1/hr.

Class D Water License: additional \$1/hr.

Class C Water License: additional \$1/hr.

Minnesota City Clerk Certification

Minnesota Certified Municipal Clerk (MCMC) \$1/hr.

Minnesota Master Municipal Clerk (MMMC) \$1/hr.

Upon reaching a higher level of certification/licensure, the hourly rate will be added to the base wage and not as a separate line item pay.

Once obtained copies of the certificate/licensures must be turned into the City Clerk. Copies will then be placed in the employee’s employment files.

Firefighter PTO

Individuals employed at the City whom also serve as a volunteer firefighter for the Clear Lake Fire and Rescue Department shall be eligible for Fire PTO. The permanent position shall be considered the primary position for purposes of administering this benefit.

Forty (40) hours of paid time off will be available, annually, on the first of the year for eligible employees. Any hours unused at the end of the calendar year shall accrue and may be carried forward to the subsequent year. Unused hours will not constitute a cash value for payout to the employee at year-end or upon termination.

Fire PTO is available for eligible employees to use when called away from their primary employment under the City, to serve the Clear Lake Fire and Rescue Department. The Fire PTO may only be used during regularly scheduled work hours of the employee’s primary employment.