

The intent of this Ordinance is to ensure elected official salaries and the city election process is clearly stated. This Ordinance repeals and replaces Section 205 and Section 210 of the City Code. The Ordinance shall be in full force and effect from and after the date of its passage and publication of a summary of the ordinance, according to law.”

DATED THIS 30th DAY OF SEPTEMBER, 2014

Motion by:

Second by:

Council members in favor:

Council members opposed or abstained:

Matthew Worms, Mayor

ATTEST:

Mason Schirmer, Clerk-Treasurer



CITY OF FREEPORT

125 Main Street E – PO Box 301 – Freeport, MN 56331 – 320-836-2112 – FAX 320-836-2116
For TTY/TDD Users 1-800-627-3529 or 711 Minnesota Relay Service www.freeportmn.org

ORDINANCE 2014-004

AN ORDINANCE REPEALING AND REPLACING SECTION 205 AND SECTION 210 OF THE FREEPORT CITY CODE RELATING TO SALARIES OF ELECTED OFFICIALS AND CITY ELECTIONS

Section I

The City Council of the City of Freeport, Minnesota hereby ordains Section 205 of the City Code is hereby repealed in its entirety and replaced with “Exhibit A” attached hereto and entitled ‘Section 205 – Salaries of Elected Officials.’

Section II

The City Council of the City of Freeport, Minnesota hereby ordains Section 210 of the City Code is hereby repealed in its entirety and replaced with “Exhibit B” attached hereto and entitled ‘Section 210 –City Elections.’

Section III

Effective Date. This Ordinance is effective upon its adoption and publication as prescribed by law.

Adopted by the City of Freeport on the 30th day of September, 2014.

Matthew Worms, Mayor

ATTEST:

Mason Schirmer, Clerk-Treasurer

Exhibit A

Section 205 – Salaries of Elected Officials

205.01 – Mayor Salary

The salary of the mayor is \$95.00 for each regular council meeting attended and an additional \$50.00 for each special or other approved council meeting (other than a council meeting), training, or informal seminar attended. Salary is paid quarterly.

205.02 – Council Member Salary

The salary of each member of the council is \$65.00 for each regular council meeting attended and an additional \$50.00 for each special or other approved council meeting (other than a council meeting), training, or informal seminar attended. Salary is paid quarterly.

205.03 – Workers' Compensation

The mayor and council members, elected or appointed to an unexpired term, are covered by the city's workers' compensation insurance.

Exhibit B

Section 210 – City Elections

210.01 – General

Elections in the city are conducted in accordance with the general laws of the state of Minnesota.

210.03 – Election Dates

General elections are held on the first Tuesday after the first Monday in November in even numbered years. The council may set the date for a special or primary election by resolution.

210.05 – Filing of Office

The council must by resolution fix the dates within which candidates for municipal office must file in any special municipal election (primary or general election filing dates are provided by law).



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RESOLUTION 2014-026

A RESOLUTION SETTING DECEMBER SIXTEENTH AS THE PUBLIC HEARING DATE FOR COMMENT ON THE 2015 BUDGET AND TAX LEVY

WHEREAS; Minnesota State Statute 275.065 subd.3c states public hearing for comment on the budget and levy must not take place prior to November 24th; and

WHEREAS; The Freeport City Council previously approved Resolution 2014-023 that stated public hearing for comment on the 2015 budget and levy was set for October 28th; and

THEREFORE; The Freeport City Council hereby sets December 16, 2014 as the public hearing date for comment on the 2015 budget and tax levy. The meeting will be held at 7:00 P.M. at Freeport City Hall, 125 Main Street East in the City of Freeport.

DATED THIS 30TH DAY OF September, 2014

Motion by:

Second by:

Council members in favor:

Opposed or abstained:

Matthew Worms, Mayor

ATTEST:

Mason Schirmer, Clerk-Treasurer

Drafted by: Mason Schirmer, Clerk-Treasurer
City of Freeport, MN, 125 Main Street East, PO Box 301, Freeport, MN 56331

Does the City want to continue providing snow removal as per the agreement or terminate?
PWD Jon Stueve recommends terminating the agreement.

SNOW REMOVAL AGREEMENT

THIS AGREEMENT is made and entered into, effective as of the 3rd day of November, 2011, between the City of Freeport, hereinafter "Freeport" and Sacred Heart Catholic Church, hereinafter "Sacred Heart."

IN CONSIDERATION of the mutual promises and agreements contained herein the parties agree as follows:

1. **Services Provided.** Freeport shall remove snow from the parking lot of Sacred Heart's property within the City of Freeport.
2. **Payment.** The total amount to be paid by Sacred Heart for the purchased services shall be \$ 0, receipt of which is hereby acknowledged by Freeport.
3. **Term.** The term of this Agreement shall be from November 3, 2011 to and including November 3, 2011, unless earlier terminated by law or according to the provisions herein.
4. **Independent Contractor Status.** Nothing in this Agreement is intended or should be construed as creating the relationship of co-partners or joint venturers between Freeport and Sacred Heart. Freeport is and shall remain an independent contractor with respect to all services provided under this Agreement.
5. **Waiver of Liability.** Sacred Heart agrees to assume the entire risk arising from Freeport's performance pursuant to this Agreement and hereby releases Freeport from any claims, demands, injuries, damages, actions or causes of action whatsoever for any acts of negligence on the part of Freeport, its agents, servants or employees arising out of or connected with Freeport's performance pursuant to this Agreement.
6. **Indemnification.** Sacred Heart shall indemnify, hold harmless and defend Freeport, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees which Freeport, its officers or employees may hereafter sustain, incur, or be required to pay, arising out of, or by reason of, any act or omission of Freeport, its agents, servants or employees, in the execution, performance, or failure to adequately perform pursuant to this Agreement.
7. **Insurance.**
 - A. **General Terms.** In order to protect itself and to protect Freeport under the indemnity provisions set forth above Sacred Heart shall procure and maintain policies of insurance covering the term of this Contract, as set forth below. Such policies of insurance shall apply to the extent of, but not as a limitation upon, or in satisfaction of, the indemnity provisions herein. All retentions and deductibles under such policies of insurance shall be paid by Sacred Heart.
 - B. **Coverage.** The policies of insurance to be obtained by Sacred Heart pursuant to this section shall be purchased from a licensed carrier and shall include the following:
 1. General Liability: A single or combined limit, occurrence-based comprehensive general liability insurance policy which shall include a broad form comprehensive liability endorsement and a contractual endorsement, which shall include the following coverages at a minimum:

Bodily Injury/Death:.....\$300,000 per person/\$600,000 per occurrence
Property Damage:.....\$300,000 per person/\$600,000 per occurrence
 2. Automobile Liability: A single or combined limit automobile liability insurance policy for all owned, non-owned, and hired vehicles, if any, used in the provision of services under this Contract, which shall include the following coverages at a minimum:

Bodily Injury/Death:.....\$300,000 per person/\$600,000 per occurrence
Property Damage:.....\$300,000 per person/\$600,000 per occurrence

- C. Certificates. Prior to or concurrent with execution of this Agreement, Sacred Heart shall file certificates or certified copies of such policies of insurance with Freeport.
- D. Failure to Provide Proof of Insurance. Freeport may withhold services or immediately terminate this Agreement for failure of Sacred Heart to furnish proof of insurance coverage or to comply with the insurance requirements as stated above.
8. Inability to Perform. Freeport shall make every reasonable effort to furnish snow removal services to Sacred Heart. Freeport shall immediately notify Sacred Heart in writing should it be unable to, or reasonably believes it is going to be unable to, provide the agreed upon services. With such notification, Freeport shall determine whether such inability requires a modification or cancellation of this Agreement.
9. Governing Law. This Lease shall be construed in accordance with the laws of the State of Minnesota.
10. Disputes. Any claim, controversy, or dispute arising out of this Agreement not resolved within ten (10) days following notice of the dispute shall be submitted first and promptly to mediation. Each party shall bear its own costs of mediation. If mediation does not result in settlement within forty-five (45) days after the matter was submitted to mediation, either party may file a claim in arbitration in accordance with the applicable rules of the American Arbitration Association. The award rendered by the arbitrator may be entered as a judgment in any court having jurisdiction thereof. The mediation and arbitration shall be conducted in Stearns County, Minnesota. Arbitration shall be the exclusive remedy of the parties. In the event that either party to this Agreement shall bring a claim in arbitration to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred as a result of such claim.
11. Severability. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
12. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of Freeport and School.
13. Authority. The persons signing on behalf of Sacred Heart Catholic Church and the City of Freeport each have the absolute right, power, and authority to enter into this Agreement on behalf of their respective organizations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of date indicated above.

FREEPORT:

City of Freeport

By: 

Matthew H. Worms, Mayor

By: 

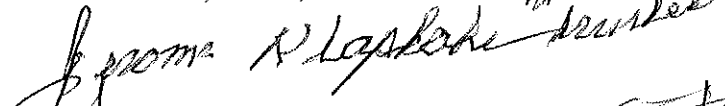

Victoria M. Holthaus, Clerk

SACRED HEART:

Sacred Heart Catholic Church

By: 

<name>, <title>

My office computer, without warning, turns-off. Dave Waletzko suggests it is likely a hardware failure and recommends purchasing a new machine. Below is his estimate and the following page is an estimate from a vendor in Melrose. The City has a good history of working with Waletzko and for that reason I recommend authorizing the purchase of a new machine from Waletzko.

From: David Waletzko <davidw@mnctc.com>
Sent: Saturday, September 06, 2014 8:38 AM
To: Mason Schirmer
Cc: Joan Scherping
Subject: New System Quote

Follow Up Flag: Follow up
Flag Status: Flagged

Nobilis Windows 7 64-Bit
Intel i5-4460 3.2GHz 4 core
8GB RAM Memory
(2) Mirrored 1 TB Hard Disk Drives
3 Year Parts Warranty \$1,241.00

If you want to go Cheep lesser processor no mirrored Drives \$869.00

If you want to go dirt cheap, i3 processor 4GB 500 hard Disk \$644.00

?’s give me a call

*does not include labor hours for switchover estimated at 2 @ \$109.00/hr.

David Waletzko



305 East Main Street - Melrose, MN 56352 - 320-256-2627

Estimate

DATE	ESTIMATE
9/8/2014	352

City of Freeport
 PO Box 301
 Freeport, MN 56331

			PROJECT
DESCRIPTION	QTY	COST	Total
Computer: Microsel Optima GS3000HW Intel Core i5-4670 8GB DDR3 RAM 2x1TB Hard Drive RAID1, DVDRW Drive Integrated Video, Sound, Wired Ethernet Microsoft Windows 7 Professional Edition 64bit SP1 1 Year Limited Parts & Labor Warranty	1	974.95	974.95
Warranty: Upgrade to 3 Year Warranty	1	79.95	79.95
Service: Installation	3	75.00	225.00
Minnesota Sales Tax		6.875%	0.00

Prices and availability subject to change without notice. Please make check payable to CMCS. A finance charge of 1½% (18% APR) will be added to all past due accounts (\$5.00 minimum). A \$30.00 fee will be assessed for dishonored payments.



COPY

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September 9, 2014

Christopher Hansen
PO Box 312
Freeport, MN 56331

Re: 313 2nd Ave NW

Notice of Violation

Your property at 313 2nd Ave NW is in violation of city code 500.25 Subd. 2 Part G that states “limit of two (2) cords of exposed wood” is allowed in residential areas.

A cord of wood is 4’x4’x8’ (128 cubic feet) in size; city code allows for two (2) cords of exposed wood for a total of 256 cubic feet in size. Your property has a pile of exposed wood approximately 8’x20’x6’ (960 cubic feet) in size.

To correct the violation you must reduce the amount of exposed wood at your property on or before **Monday, September 29th**.

If you fail to comply with this Notice of Violation on or before the deadline, the matter will be reported to the city council. Be advised any person violating city code is guilty of a misdemeanor.

Sincerely,

Mason Schirmer, Clerk-Treasurer



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September 18, 2014

Christopher Hansen
PO Box 312
Freeport, MN 56331

Re: Notice of Violation

Dear Mr. Hansen,

As previously stated to in the September 9, 2014 Notice of Violation, any person violating city code is guilty of a misdemeanor. In addition to a misdemeanor, the city charges \$95 for public nuisance response. Be advised, each day your property is in violation of city code constitutes a separate offense.

Reminder: The deadline to comply with city code is **Monday, September 29th**.

Sincerely,

Mason Schirmer, Clerk-Treasurer

Certified mail #

7006 2150 0002 4452 9061

As you can see above, the property owner has been provided multiple notice yet, as of the 25th of September, the wood pile remains. Furthermore, the property owner has not responded. Shall the city issue a citation?



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August 5, 2014

Thomas L Gruber
PO Box 161
Freeport, MN 56331

Zoning Violation Notice

Re: 106 2nd Ave NE

Dear Mr. Gruber,

According to city code section 500.05 Subd. 9, no person shall erect, alter, or move any building or part thereof without first securing a building permit. The garage on your property (located at 106 2nd Ave NE) was recently altered when steel roofing was added. By not obtaining a building permit, you hereby violated the city zoning ordinance. The violation was discovered the date of this letter.

To correct the violation complete and return the building permit application, included along with this letter, to city hall on or before **August 14th**.

Furthermore, be advised of the following:

- according to city code section 500.69 Subd. 2, any person who violates the zoning code is guilty of a misdemeanor; and
- according to city code section 500.50 Subd. 1, metal roofs are allowed provided they are constructed with standing steams and concealed fasteners; and
- according to city code section 500.48 Subd. 1 Part G, accessory structures shall have architectural details which are the same or reasonably similar to the principal structure based on, but not limited to...appearance (the roof of the garage now has steel roofing, and is no longer reasonably similar to the roof of the house).

Feel free to call me directly to discuss.

Sincerely,

Mason Schirmer, Clerk-Treasurer

Enclosures



COPY

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September 5, 2014

Thomas L Gruber
PO Box 161
Freeport, MN 56331

Re: Zoning Violation Notice dated August 5, 2014

Dear Mr. Gruber,

This morning you claimed you are not in violation of city code 500.50 (regarding metal roofing) since that city code does not apply to commercially zoned properties, such as your own.

Your claim was reviewed by the city’s land use professional as well as myself. We determined you are correct and your property in-turn does not violate city code 500.50; however, your property remains in violation of city code 500.48 (Subd. 1 Part G #3) which states:

Accessory structures (the garage) shall have architectural details which are the same or reasonably similar to the principal structure (house) based on, but not limited to, the following:

1. Roof orientation and pitch;
2. Roof type (e.g. gabled or hipped);
3. Eave, overhang depth, and fascia/soffit type and appearance;
4. Exterior color.

The above city code (500.48) was referred to in the August 5, 2014 Notice of Violation. It is your responsibility to bring your property back into compliance with city code. This matter will be brought before the city council during the 7pm **September 30, 2014** city council meeting if this notice of violation is not complied with before that time.

Sincerely,

Mason Schirmer, Clerk-Treasurer

Thomas Gruber asked for an extension and agreed to Monday, October 13th. Gruber will remove the steel roofing.

Mason Schirmer

From: Mason Schirmer <mason@freeportmn.org>
Sent: Monday, September 29, 2014 8:09 AM
To: Rodney Atkinson (rodney@albanytel.com)
Cc: Matt Worms; Jon Stueve
Subject: Updated Cost Determination
Attachments: Cost Determination Updated.pdf

Rodney,

Upon review of the cost determination email I sent you last week, I noticed an inaccuracy (see attachment). The distribution to be made to Atkinson Well & Pump will be \$2,987.50.

Sincerely,

Mason Schirmer, MCMC
Clerk-Treasurer, City of Freeport
(320) 836-2112
mason@freeportmn.org



Mason Schirmer

From: Mason Schirmer <mason@freeportmn.org>
Sent: Friday, September 26, 2014 10:51 AM
To: Rodney Atkinson (rodney@albanytel.com)
Cc: Matt Worms; Jon Stueve
Subject: Well No.2 Invoice
Attachments: Cost Determination with Supporting Documents.pdf

Rodney,

Attached is the cost determination for the work you performed on Well No.2. Deliver a check to city hall in the amount of \$6,566 (amount originally disbursed to you) before the next council meeting on Tuesday the 30th and a new check will be disbursed to you in the amount of ~~\$3,037.50~~. If city hall is closed, deposit the check in the utility bill drop-box outside city hall. 2,987.50

Sincerely,

Mason Schirmer, MCMC
Clerk-Treasurer, City of Freeport
(320) 836-2112
mason@freeportmn.org



Cost Determination

	Description (re: Well No. 2)	Amount	
	Mobilization	\$500.00	
	Remove Existing Well Pump, Motor, Cable & Accessories	\$875.00	
Should be the same cost	Deliver Pump to St. Cloud	\$150.00	
	Pump Testing	\$50.00	
	Retrieve Pump from St. Cloud	\$200.00	150.00
	Reinstall Well Pump, Motor, Cable & Accessories	\$875.00	
	Pump Hoist	\$387.50	
	Total	\$3,037.50	2,987.50

415-43100-300

Atkinson Well & Pump Ltd.

Invoice No: 31045
 Invoice Date: 7/15/14
 Cust ID: CIT003

RODNEY ATKINSON
 P.O. Box 185
 Freeport, MN 56331
 Phone: 320-836-2597 Toll Free: 1-800-450-2597
 Abandonment License # 2114
 GEOTHERMAL

INVOICE

Bill to:

CITY OF FREEPORT
 PO BOX 301
 FREEPORT MN 56331

WELL ID: 240101	PUMP ID: CIT003-1	SERVICE DATE: FRI, JUL 11, 2014	SERVICE BY: RODNEY/MIKE	DUE DATE: 7/29/2014	PHONE NUMBER: 836-2112 FAX 836-2116 CELL 320-333-8904	serv form # 14627
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QUANTITY	ITEM NO	DESCRIPTION	UNIT PRICE	AMOUNT
2.8	12	LABOR SHOP TO SHOP 2-MEN = PULL PUMP	\$200.00	\$550.00
1.5		7/13/14 RODNEY - DELIVER PUMP TO ST.CLOUD	\$100.00	\$150.00
2.0		7/14/14 RODNEY - PICK UP PUMP @ PREFERRED PUMP	\$100.00	\$200.00
1.0		PREFERRED PUMP = TESTING PUMP	\$50.00	\$50.00
		7/14/14 (14613)		
7.8	12	LABOR SHOP TO SHOP 2-MEN BEN & RODNEY	\$200.00	\$1,550.00
5.8	11	LABOR & TRIP SHOP TO SHOP 1-MAN MIKE	\$100.00	\$575.00
7.8		PUMP HOIST	\$50.00	\$387.50
1.0	6	REPLACE FITTINGS & MISCELLANEOUS	\$578.50	\$578.50
1.0		ACI WELDING	\$135.00	\$135.00
		7/15/14		
0.5	12	LABOR SHOP TO SHOP 2-MEN = Rodney & Mike Set Up	\$200.00	\$100.00
10.5	11	LABOR & TRIP SHOP TO SHOP 1-MAN = RODNEY	\$100.00	\$1,050.00
3.0	11	LABOR & TRIP SHOP TO SHOP 1-MAN = BEN	\$100.00	\$300.00
3.2	11	LABOR & TRIP SHOP TO SHOP 1-MAN = MIKE	\$100.00	\$315.00
11.0		PUMP HOIST	\$50.00	\$550.00
1.0		PREFERRED PUMP; TEAR DOWN, CHECK & TEST PUMP	\$75.00	\$75.00

didn't use most up to code

SUBTOTAL: \$6,566.00

DOWN PAYMENT/PAYMENT:

THANK YOU FOR YOUR BUSINESS
 IF PAYMENT HAS BEEN MADE, PLEASE GIVE US A CALL

AMOUNT DUE: **\$6,566.00**

WE APPRECIATE YOUR BUSINESS, IF THIS BILL IS INCORRECT OR THERE ARE OTHER PROBLEMS, PLEASE CALL US IMMEDIATELY

Past Due Accounts are subject to a FINANCE CHARGE of 1 1/2% per month (equivalent to 18% ANNUAL RATE) after 30 days.



TABULATION OF BIDS

PROJECT NO.: FREEP 107847
 NAME: WELL PUMP REPLACEMENT
 OWNER: CITY OF FREEPORT, MINNESOTA
 BID DATE: WEDNESDAY, MARCH 19, 2014 @ 11:00 AM

ITEM	QUANTITY	UNIT	DESCRIPTION	ENGINEER'S ESTIMATE		1 ATKINSON WELL & PUMP		2 MARK J TRAUT WELLS		3 WHEELS WATER	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL

SCHEDULE B - WELL NO. 2 (CREAMERY)

→ 7	1.00	LUMP SUM	MOBILIZATION	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$350.00	\$350.00	\$600.00	\$600.00
→ 8	1.00	LUMP SUM	REMOVE EXISTING WELL PUMP, MOTOR, CABLE, AND ACCESSORIES	\$1,000.00	\$1,000.00	\$2,050.00	\$2,050.00	\$1,000.00	\$1,000.00	\$875.00	\$875.00
9	1.00	LUMP SUM	CERTA-LOK 4" WELL PIPE	\$900.00	\$900.00	\$854.55	\$854.55	\$825.00	\$825.00	\$818.36	\$818.36
10	1.00	LUMP SUM	FURNISH AND INSTALL NEW SUBMERSIBLE WELL PUMP	\$7,500.00	\$7,500.00	\$5,613.82	\$5,613.82	\$6,125.00	\$6,125.00	\$6,834.45	\$6,834.45
11	1.00	LUMP SUM	CHECK VALVE, 10X4 WELL SEAL, AND TRANSITION FITTINGS	\$1,500.00	\$1,500.00	\$388.84	\$388.84	\$750.00	\$750.00	\$422.85	\$422.85
12	1.00	LUMP SUM	SUBMERSIBLE POWER CABLE (170 FEET)	\$1,500.00	\$1,500.00	\$722.70	\$722.70	\$1,350.00	\$1,350.00	\$2,258.60	\$2,258.60
13	1.00	LUMP SUM	DISINFECTION, STARTUP, COORDINATION WITH ELECTRICIAN, TEST	\$1,500.00	\$1,500.00	\$100.00	\$100.00	\$195.00	\$195.00	\$1,250.00	\$1,250.00