

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FREEPORT THAT: The City Council of the City of Freeport hereby approves the subdivision of Lot Five (5), Block One (1) Freeport Industrial Park Plat Five, into two lots as illustrated on the Certificate of Survey, dated September 16, 2015, and attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the aforementioned subdivision of said Lot 5 is hereby approved, contingent on Tract B being combined with Lot Six (6), Block One (1) Freeport Industrial Park Plat Five.

DATED THIS 29<sup>th</sup> DAY OF SEPTEMBER, 2015

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

Council members voting in favor: \_\_\_\_\_

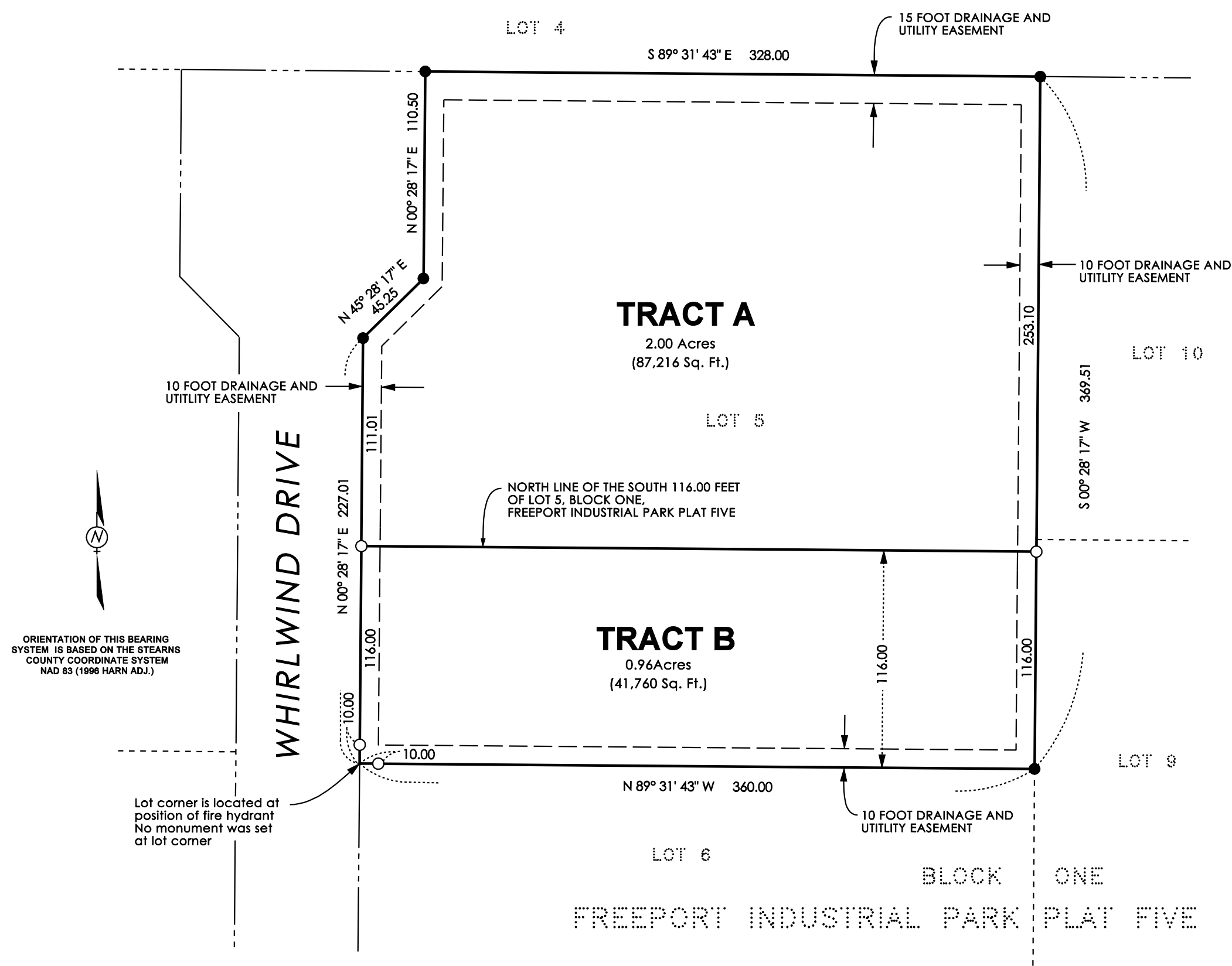
Opposed or abstained: \_\_\_\_\_

\_\_\_\_\_  
Rodney Atkinson, Mayor

ATTEST:

\_\_\_\_\_  
Adrianna Hennen, Clerk-Treasurer

SEAL



LEGAL DESCRIPTIONS

Existing Legal Description

Lot 5, Block One, FREEPORT INDUSTRIAL PARK PLAT FIVE, according to the recorded plat thereof, Stearns County, Minnesota.

Proposed Legal Descriptions

Tract A

Lot 5, Block One, FREEPORT INDUSTRIAL PARK PLAT FIVE, according to the recorded plat thereof, Stearns County, Minnesota, Excepting therefrom the South 116.00 feet thereof.

Tract B

The South 116.00 feet of Lot 5, Block One, FREEPORT INDUSTRIAL PARK PLAT FIVE, according to the recorded plat thereof, Stearns County, Minnesota.


THE DRAINAGE AND UTILITY EASEMENTS SHOWN HEREON ARE FROM THE UNDERLYING PLAT OF RECORD

○ DENOTES: SET IRON PIPE WITH CAP STAMPED "DELEO 40341"

● DENOTES: FOUND IRON MONUMENT

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SCALE IN FEET

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13 North 11th Avenue  
St. Cloud, MN 56303  
320-258-1266

KRAMER LEAS DELEO  
SURVEYING • ENGINEERING • PLANNING  
BRAINERD ST. CLOUD

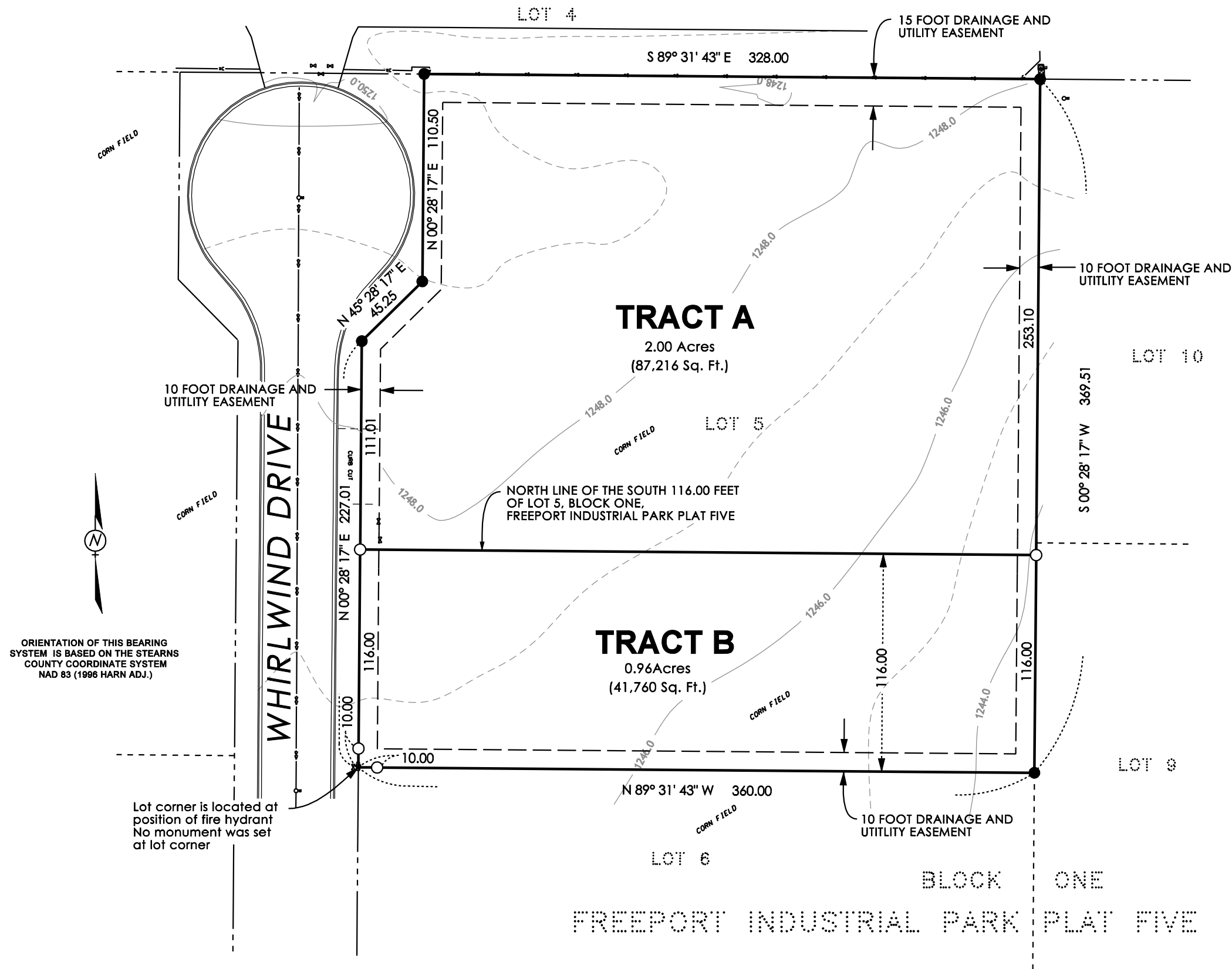
I HEREBY CERTIFY THAT THIS PLAN, SURVEY, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature: *Samuel J. DeLeo* 9/16/2015  
Samuel J. DeLeo, MN License No. 40341 Date

PROJECT NO. STARE1502

CERTIFICATE OF SURVEY  
Boundary Survey for Administrative Subdivision

Prepared for: The City of Freeport EDA  
Parcel ID No. 54.32129.0071  
City of St. Freeport, County of Stearns, State of Minnesota  
Located in Section 3, Township 125 North, Range 32 West



LEGAL DESCRIPTIONS

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**KLD**  
KRAMER LEAS DELEO  
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BRAINERD ST. CLOUD

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Sheet No. 1 of 1

## LEGAL DESCRIPTIONS

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# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 9/24/15

Re: Fire Department Officer Elections

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This past week Dean asked if the council would give their blessing to revert back to the old ways of electing their officers. I did some checking to find out why it changed in the first place, since the old way had been in place since I think the fire department had been in existence. It turns out there was most definitely a reason for the change. Instead of me trying to re-explain it, Scott Dymoke had explained it very nicely to me so I am attaching his explanation and the way that it is done now.

## Adrianna Hennen

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**From:** Scott Dymoke <[sedymoke@meltel.net](mailto:sedymoke@meltel.net)>  
**Sent:** Wednesday, September 23, 2015 10:40 AM  
**To:** 'Adrianna Hennen'  
**Subject:** RE: Fire Department  
**Attachments:** MN Auditor fire dept differences\_1202\_statement.pdf; LMC fire department management and liability issues.pdf

Adri,

The law has changed concerning hiring firefighters and selecting officers.

In 2012, the State Auditor released the attached opinion stating that local fire departments are required to be either a municipal fire department, with financing and personnel decisions controlled by the Council, or an independent corporation that contracts with the City for fire services. The Auditor's position is that municipal fire departments cannot control their own finances, select their own members, and elect their own officers.

In response the League, Freeport's insurance carrier, issued the attached memorandum outlining recommended policies and procedures for managing fire departments.

Resolution 2013-009 was adopted in response to the Auditor's opinion and the League's recommendations. This was a significant departure from past practices. For over 100 years, the fire department operated along the lines of a fraternal organization. Beginning two years ago, the fire department's organization was changed to operate as a city department, similar to public works.

I would not recommend reverting back to the old way of appointing officers. After two years, it may be time to review the personnel policies in Resolution 2013-009, but any changes will need to follow the Auditor's opinion and the League's recommendations.

sed

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**From:** Adrianna Hennen [<mailto:adrianna@freeportmn.org>]  
**Sent:** Wednesday, September 23, 2015 9:48 AM  
**To:** 'Scott Dymoke' <[sedymoke@meltel.net](mailto:sedymoke@meltel.net)>  
**Subject:** Fire Department

Good morning Scott,

I have attached two documents. One is the fire department's original bylaws, or so it appears. The second one is a resolution, which appears to take the place of the original bylaws. I'll give you a little background before I ask the question. A few years ago, when Vikki was still Clerk, she had the "appointment of officers" changed. Originally, the fire department members would elect someone at their yearly meeting of a one year term. Then, for some unknown reason, they changed the "appointment of officers" to what Resolution 2013-009. The current Chief, Dean, is asking that council reconsider reverting back to the old way of appointing officers where the members strictly voted for whomever wanted to be placed on the ballot.

I'm wondering, could this have gotten changed because of laws that forbid them to vote the way that they used to vote? I don't want to recommend to council to go back to the original way if we will be violating something.

-Adri

# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 9/24/15

Re: Liability Coverage Waiver Form

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Attached is a form the council has to agree upon and notify the League of your decision. It's a part of coverage Carrie and I went through, but this specific piece asks that the council decide. You will see on the form that the first box is already checked. This is the option Freeport has always gone with and what a majority of the cities choose.



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SINCE 1913

## LIABILITY COVERAGE – WAIVER FORM

**LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to [pstech@lmc.org](mailto:pstech@lmc.org)**

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that 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 would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.
- ☐ *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to 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 would be able to 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.

\_\_\_\_\_ selects liability coverage limits of \$\_\_\_\_\_ from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

☒ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.

☐ The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting \_\_\_\_\_

Signature \_\_\_\_\_ Position \_\_\_\_\_



# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 9/24/15

Re: BergenKDV Engagement Letter

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At the budget meeting you would have heard Joan and I frequently use the name “Joe”. BergenKDV is the company that Joe works with and we have contracted them out in the past to help with audit prep and any other accounting/finance questions. This agreement, states that he will again help us with our audit prep and help us with any miscellaneous questions we run into down the road until we are well versed in Freeport government accounting. Read through the engagement and let me know if you have any questions. You might be wondering how valuable Joe is to Freeport? Keep in mind he helps get us through our audits each year and we would have never been able to get where we are at with our budget without him. He is extremely knowledgeable on Freeport.



August 28, 2015

Mayor and City Council  
City of Freeport  
7738 Commerce Circle  
Freeport, MN 55373

The City of Freeport has previously contracted for various hours of accounting and consulting services with BerganKDV (formerly KDV). The purpose of this letter is to revise the engagement for ongoing services.

We are proposing one or more of (but not limited to) the following consulting services:

- A. Assistance with preparation of 2015 audit working papers for the City's independent auditors – as requested
- B. Ongoing 2015-2016 accounting, finance, training, and consulting services – as requested

You agree that it is appropriate to limit the liability of BerganKDV, Ltd. its shareholders, directors, officers, employees and agents and that this limitation of remedies provision is governed by the laws of Minnesota, without giving effect to choice of law principles.

You further agree that you will not hold us liable for any claim, cost or damage, whether based on warranty, tort, contract or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions or results of this engagement, except to the extent authorized by this agreement. In no event shall we be liable to you for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs or attorney's fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement.

The City of Freeport agrees to perform the following functions in connection with this engagement:

- Make all management decisions and perform all management functions
- Designate a competent individual to oversee the services

BerganKDV, Ltd.

**Cedar Falls**  
602 Main Street  
Suite 100  
P.O. Box 489  
Cedar Falls, IA  
50613-0026  
T 319.268.1715  
F 319.268.1720

**Cedar Rapids**  
2720 1st Avenue NE  
Suite 300  
P.O. Box 10200  
Cedar Rapids, IA  
52402-0200  
T 319.294.8000  
F 319.294.9003

**Coralville**  
2530 Corridor Way  
Suite 301  
P.O. Box 5267  
Coralville, IA  
52241-0267  
T 319.248.0367  
F 319.248.0582

**Des Moines**  
9207 Northpark Drive  
Johnston, IA  
50131-2933  
T 515.727.5700  
F 515.727.5800

**Minneapolis**  
3800 American Blvd W  
Suite 1000  
Bloomington, MN  
55431-4420  
T 952.563.6800  
F 952.563.6801

**St. Cloud**  
220 Park Avenue S  
P.O. Box 1304  
St. Cloud, MN  
56302-3713  
T 320.251.7010  
F 320.251.1784

**Waterloo**  
100 East Park Avenue  
Suite 300  
P.O. Box 2100  
Waterloo, IA  
50704-2100  
T 319.234.6885  
F 319.234.6287

bergankdv.com

- Evaluate the adequacy and results of the services performed
- Accept responsibility for the results of the services
- Establish and maintain internal controls, including monitoring ongoing activities

Our charges for services, including travel and out-of-pocket expenses, will be billed as the work progresses on a monthly basis. Payments for our services are due upon receipt of our billing. These services will be billed at the rate of \$150 per hour. When, and if, our hours or billings approach estimated amounts, we will discuss the progress of the above consulting services with you. We will also provide the City with progress reports on objectives accomplished on an “as requested” basis.

Should our relationship terminate before our engagement is completed, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney’s fees will be added to the amount due.

Any disputes between us that arise under this agreement, or for a breach of this agreement, or that arise out of any other services performed by us for you, must be submitted to non-binding mediation before either of us can start a lawsuit against the other. To conduct mediation, each of us shall designate a representative with authority to fully resolve any and all disputes, and those representatives shall meet and attempt to negotiate a resolution of the dispute. If that effort fails, then a competent and impartial third party acceptable to each side shall be appointed to hold and conduct a non-binding mediation proceeding. You and we will equally share in the expenses of the mediator and each of us will pay for our own attorneys’ fees, if any. No lawsuit or legal process shall be commenced until at least sixty (60) days after the mediator’s first meeting with the parties.

The nature of our engagement makes it inherently difficult, with the passage of time, to present evidence in a lawsuit that fully and fairly establishes the facts underlying any dispute that may arise between us. We both agree that notwithstanding any statute of limitation that might otherwise apply to a claim or dispute, including one arising out of this agreement or the services performed under this agreement, or for breach of contract, fraud or misrepresentation, a lawsuit must be commenced within twenty-four (24) months after the date of our report. This twenty-four (24) month period applies and starts to run on the date of each report, even if we continue to perform services in later periods and even if you or we have not become aware of the existence of a claim or the basis for a possible claim. In the event that a claim or dispute is not asserted at least sixty (60) days before the expiration of this twenty-four (24) month period, then the period of limitation shall be extended by sixty (60) days, to allow the parties to conduct non-binding mediation.

We appreciate the opportunity to be of service to the City of Freeport and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. At any time, please feel free to contact Matt Mayer at 952-563-6873 or Joe Rigdon at 952-563-6868.

Sincerely,



Matthew Mayer  
Certified Public Accountant



Joe Rigdon  
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of the City of Freeport, Minnesota.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RESPONSE:

This letter correctly sets forth the understanding of the City of Freeport, Minnesota.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_