



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

January 26, 2016 - Regular Meeting Agenda
Freeport City Hall - 7:00 pm

Call to Order

- I. Approve Agenda – *Motion to approve*
- II. Public Hearing – Public comment on Mail Ballot Voting
- III. Open Public Forum
- IV. Consent Agenda – *Motion to approve*
 - a. December 29, 2015 Meeting Minutes **(1-4)**
 - b. January 4, 2016 Meeting Minutes **(5-6)**
 - c. Claim 2198 – 2234 **(7-12)**
 - d. Sacred Heart Church Festival Alcohol Permit **(13)**
 - e. Pheasants Forever Gambling Permit **(14)**
 - f. St. Rose of Lima Gambling Permit **(15)**
 - g. Immaculate Conception Gambling Permit **(16)**
 - h. Sacred Heart Church Festival Gambling Permit **(17)**
- V. Reports
 - a. Fire Department Report **(18)**
 - b. Public Works Report **(19-21)**
 - c. Engineer Report **(22- 33)**
 - d. Attorney Report **(34)**
- VI. Old Business
 - a. Mail Ballot Voting **(35)**
 - b. SunShare **(36)**
- VII. New Business
 - a. Resolution 2016-01 Appointing Freeport State Bank as Official Depository **(37-38)**
 - b. Resolution 2016-02 Appointing Central Minnesota Credit Union as Official Depository **(39-40)**
 - c. Resolution 2016-03 2015 Donations **(41)**
 - d. 2016 Appointments **(42)**
 - e. Seal Coating **(43)**
 - f. Tri-County Humane Society 2016 Agreement **(44-45)**
- VIII. Adjourn



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December 29, 2015 – Meeting Minutes

A regular meeting of the Freeport City Council was convened at 7:00pm by Mayor Rodney Atkinson with Councilmembers Mike Eveslage, Ken Goebel, Tim Hennen, and Ben Ettle present.

Staff in attendance: Clerk-Treasurer Adrianna Hennen, Deputy Treasurer Joan Wall, Public Works Director Loren Goebel, City Attorney Scott Dymoke, City Engineer Dave Blommel, and Maintenance Assistant Vernon Fuchs.

Residents in attendance:

Andrea Ramacher (720 1st Ave N)
Carrie Goebel (207 3rd Ave SE)
Allen Herdering (218 3rd St NE)
Ashley Feldewerd (New Munich)
Sister Janine Braun
Andy Welle (Freeport)
Kathy Welle (Freeport)
Bob Harren (Freeport)
Sarah Herdering (Melrose)
Gerry Mayers (413 1st Ave N)
Phil Osendorf (124 2nd St NE)

Craig Timp (213 2nd Ave NW)
Gene & Rita Blommel (215 2nd St NE)
Paster Mitch Wall-Harvest Church (338 Main St W)
Fr. Daniel Walz (106 3rd Ave NE)
Judy Caveny (New Munich)
Jeremy & Emily Smith (Melrose)
Matt & Christie Zink (Freeport)
Sue Frieler (313 2nd St NW)
John Gilk (108 9th St SE)
Amy Wilwerding (Freeport)

Approve Agenda

A. Hennen stated that she took SunShare off of the agenda since the weather was bad in the Cities and the representative would not be able to make it. T. Hennen moved to approve the agenda, seconded by Eveslage. Motion carried 5-0.

Public Hearing - Public comment on Conditional Use Permit application for the Sacred Heart School Gymnasium and After Care Facility

Allen Herdering expressed his dissatisfaction with the proposed building being directly east to his home. Herdering stated that his may decrease the value of his home with having a building so close to him. Herdering stated that he will contact an attorney if this conditional use permit is granted.

Jim Hemker, representing Sacred Heart School/Parish, explained that this is the only location that they can find that would allow them to build the gymnasium. Hemker explained that between 1988 and 1993 the Parish grounds became inundated with sewer lines, one main sewer especially that cannot be moved according the City Engineer Dave Blommel. Hemker explained that even in the proposed location one sewer line will have to be moved.

Herdering stated there are other options instead of a gymnasium. Herdering stated there is an auditorium in school that isn't being utilized and a community center that sits vacant during the week.

Hemker explained that the auditorium cannot be used because it does not have elevator access which was denied by the building inspector. Also, busing to the community center would be expensive. Hemker stated that they looked down all of these avenues, but having its own facility was the best option for the school.]

Hemker also went on to explain that Sacred Heart is one of the only parochial schools in the area that is growing.

Sister Janine Braun (Sacred Heart School Principal) expressed the students' need for a recreational space to enhance the children's physical education.

Amy Wilwerding expressed her favoritism for the gymnasium and stated that it would not only benefit the school, but the whole community.

Mayor Atkinson stated that this has to be determined by facts and rules and that we can't let emotion make the decision.

Mayor Atkinson closed the public hearing at 7:45pm.

Open Public Forum

There was no public comment.

Consent Agenda

T. Hennen moved to approve the consent agenda, seconded by Ettle. Motion carried 5-0.

Reports

Deputy Treasurer Report

Council expressed their satisfaction with knowing how the water tower advance payment works, that Freeport cannot make additional or extra payments until 2020. Council thanked her for the rest of her report.

Public Works Reports

Council thanked L. Goebel for documenting his activities and expressed how happy they were to be receiving reports like this.

Engineer Report

Blommel didn't have anything to report.

Attorney Report

Council thanked Dymoke for his report.

Old Business

Mail Ballot Voting

Ettle moved to rescind the action on mail ballot voting, seconded by Eveslage. Eveslage stated that there is time to really think about this option and to get more public opinion on the matter. Atkinson asked for a roll call vote: Atkinson-yes, Ettle-yes, Eveslage-yes, K. Goebel-no, T. Hennen-yes. Motion carried 4-1. K.

Goebel moved to schedule a public hearing on January 26th to receive public comment on mail ballot voting with Dave Walz in attendance to answer questions, seconded by Eveslage. Motion carried 5-0.

Resolution 2015-23 – A Resolution Appointing the Freeport Fire Department Officers for Year 2016

K. Goebel moved to approve Resolution 2015-23, seconded by T. Hennen. Motion carried 5-0.

Fire Department Grant Opportunity

Fire Chief John Gilk asked for council's approval to apply for a FEMA grant. Gilk explained that if they receive the grant they will have to pay 5% of whatever is received. Gilk stated that they have been using the same grant writer for a number of years and this writer has helped them receive grants in the past. T.

Hennen asked how much the grant writer charged, Gilk said he charges \$300. Ettle moved to allow the fire department to apply for the FEMA grant, seconded by K. Goebel. Motion carried 5-0.

Gilk stated that he hasn't been Fire Chief for a quite a while and that back then any purchases over \$1,000 had to be approved by council first. Gilk asked council if they would agree to go back to that method. Council unanimously agreed.

Dog Boarding

Eveslage asked why the EDA had recommended to not allowing dog boarding in the industrial park. A. Hennen explained that this topic came up casually at the EDA meeting and the EDA thought it may have a negative impact on selling the remaining lots if there was a dog boarding facility.

Mayor Atkinson explained that the EDA tries to act more conservative. The EDA put a lot of work and money into the industrial park and they are very protective over it, so if they see anything that might negatively impact the business and the remaining lots they will not suggest it.

Hemker stated the EDA was not provided with a lot of information on this topic so they were going off of what they thought.

T. Hennen said that he thought the council and the EDA probably had a picture in their mind of what this might look like based on boarding facility near Upsala. T. Hennen said that boarding facilities usually look like vet clinics with a few fences and kennels in the back to allow for running and outside time. T. Hennen said that you can hardly tell that these are boarding sites.

Mayor Atkinson said that discussion would end unless there was a reason to bring it up next month.

Cellphone

A. Hennen explained that after the last council meeting, when council agreed to buy a city phone, L. Goebel and A. Hennen learned how to use the security/alarm system that control the tower, wells, and lift stations.

A. Hennen explained that it is a very easy process to change the phone numbers to get notified so L. Goebel and A. Hennen didn't know if it was necessary to buy a whole new phone. Mayor Atkinson said the city should still have their own phone because who is responsible if L. Goebel's phone were to "fall down a man hole"? This was if anything happens to the city phone, the city replaces it. Council agreed to keep the motion they had made at the last meeting to purchase a phone.

New Business

Pay Equity Report

Eveslage moved to approve the proposed pay equity plan, seconded by Ettle. Motion carried 5-0.

Resolution 2015-24 - Approving the Conditional Use Permit for the Sacred Heart School Gymnasium and After Care Facility

Atkinson asked that it might be helpful knowing the height restrictions in Residential (R-1) zone. Atkinson said that if the gym builds no higher than the restricted height, Allen Herdering might be more comfortable with that, since a house could build next door at the same height. A. Hennen and Attorney Dymoke stepped out of the council room to review the height restrictions. A. Hennen and Dymoke returned to the council room with two pieces of information. One, the height restriction is 30feet. Hemker said that they would make the building no higher than 30 feet. Also, it was discovered while reading through the code that with a conditional use in R-1, the setback is 30 feet. Hemker stated that the board did not have this information and that the building was about 24 feet away from the property line. Dymoke explained that if the School wanted to keep the 24 foot setback they currently had, the School would have to apply for a variance. Atkinson asked Dymoke if they could still approve the Conditional Use permit, to at least say the City is going to allow them to build the gymnasium, but then have a later meeting to discuss the variance. Dymoke said yes, the council can approve the Conditional Use Permit and then the council could later review the variance request. Eveslage made a motion to approve Resolution 2015-24 with the condition that a variance be accepted, seconded by K. Goebel. Atkinson asked for a roll call vote: Atkinson-yes, Etle-yes, Eveslage-yes, K. Goebel-yes, T. Hennen-yes. Motion carried 5-0.

Audit Prep – BerganKDV versus Schlenner Wenner

A. Hennen stated that Joe Rigdon of BerganKDV is very confident that Deputy Wall would be able to do a lot of the year end entries with direction from Rigdon and that Rigdon would not have to travel to Freeport this year. Eveslage moved to keep Joe Rigdon as our audit prep advisor, seconded by Eveslage. Motion carried 5-0.

Adjourn

Atkinson moved to adjourn at 9:30pm, seconded by Eveslage. Motion carried 5-0.

Mayor, Rodney Atkinson

City Clerk-Treasurer, Adrianna Hennen



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January 4, 2015 – Meeting Minutes

A special meeting of the Freeport City Council was convened at 7:00pm by Mayor Rodney Atkinson with Councilmembers Mike Eveslage, Ken Goebel, Tim Hennen, and Ben Ettle present.

Staff in attendance: Clerk-Treasurer Adrianna Hennen, City Attorney Scott Dymoke, City Engineer Dave Blommel, and Maintenance Assistant Vernon Fuchs.

Residents in attendance:

Andrea Ramacher (720 1st Ave N)
Allen Herdering (218 3rd St NE)
Ashley Feldewerd (New Munich)
Sister Janine Braun
Emily Smith (Melrose)
Kathy Welle (Freeport)

Craig Timp (213 2nd Ave NW)
Gerry Mayers (413 1st Ave N)
Bob Harren (Freeport)
Judy Caveny (New Munich)
Sue Frieler (313 2nd St NW)

Approve Agenda

Eveslage moved, seconded by Ettle to approve to agenda. Motion carried 5-0.

Sacred Heart School Gymnasium

Jim Hemker explained that after the December 29th meeting, he met with his architects and revised the plan for the gymnasium to meet the 30 foot setback, which would avoid having to get a variance. Hemker explained the only thing now is the Board would be asking the council to allow the building to encroach a sewer line by 2.6 feet. Hemker stated that he has been speaking with the City Engineer Dave Blommel to determine a solution.

First Blommel confirmed this sewer line cannot be moved due to the grade of the pipe being as low as already possible. Blommel stated there are two options he would recommend if the council wanted to let the building encroach the sewer line that close. First, Blommel said that he would require the gymnasium footings be deeper than the sewer line. This would remove any structural pressure the gymnasium could have on the pipe. This would also protect the building in the instance the city would have to dig up the sewer line, less of the footings for the gymnasium would be exposed protecting the stability of the building. Blommel stated the second option was the wrap or enclose the sewer line in a steel casing. This method would protect the structural integrity of the pipe as well as making it easier to maintain the pipe, since they city could remove the PVC pipe and replace it without having to dig. Blommel stated that he brought up the first option to make the footings deeper because he thought that would be the cheaper route then encasing the pipe.

Hemker reminded the council that between 1988 and 1993 the Parish grounds were inundated with sewer lines and a main one which can't be moved as Dave Blommel had already mentioned. Hemker questioned what the price was for the parish being too generous. Blommel stated that if the City has to ever dig up this

pipe in the future it will have to be a hand dig, which will cost much more. Blommel stated that could be a price the city has to pay in the future if they allow you to build that close to the sewer line. Council discussed allowing the school to build that close but to get prices at which option was more viable for the Parish and that everything would have to be approved by Blommel before any building were to happen. Atkinson stated that we can always have more of these meetings to keep progress going and to keep everyone informed.

K. Goebel moved to allow the gymnasium to encroach the sewer line, but all building plans would have to be approved by Blommel prior to building, seconded by Eveslage. Atkinson asked for a roll call vote: Atkinson-yes, Ertle-yes, Eveslage-yes, K. Goebel-yes, T. Hennen-yes. Motion carried 5-0.

Adjourn

Ertle moved to adjourn at 7:45, seconded by Eveslage. Motion carried 5-0.

Mayor, Rodney Atkinson

City Clerk-Treasurer, Adrianna Hennen

01/14/16
15:36:28

CITY OF FREEPORT
Claim Approval List
For the Accounting Period: 1/16
For Pay Date: 01/14/16

Page: 1 of 3
Report ID: AP100V

For Date Posted = 01/14/16
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (12/15) ****								
2198		15 ALBANY MUTUAL TELEPHONE	334.86					
	10226016	01/01/16 836-2411/2413	73.55			225 42200	320	10100
	10226412	01/01/16 836-7158	40.03			101 41000	320	10100
	10226181	01/01/16 836-2685	47.39			601 43225	320	10100
	10226181	01/01/16 836-2685	47.38			602 43250	320	10100
	10225872	01/01/16 836-2116	69.55			101 41000	320	10100
	10225871	01/01/16 836-2112	56.96			101 41000	320	10100
		Total for Vendor:	334.86					
*** Claim from another period (12/15) ****								
2199		25 AMERIPRIIDE LINEN & APPAREL	50.55					
	2200735728	01/08/16 Monthly rug service	50.55			101 41000	410	10100
		Total for Vendor:	50.55					
*** Claim from another period (12/15) ****								
2200		70 CENTERPOINT ENERGY	214.36					
	12/22/15	Maintenance bldg	79.87			101 43100	382	10100
	12/22/15	Fire hall	134.49			225 42200	382	10100
		Total for Vendor:	214.36					
*** Claim from another period (12/15) ****								
2201		76 CENTRAL MINNESOTA CREDIT UNION	294.03					
	12/31/15	Water samples postage	3.34			601 43225	200	10100
	12/31/15	Stearns County Beacon fee	1.40			101 41000	433	10100
	12/31/15	UB postage	70.00			601 43225	200	10100
	12/31/15	UB postage	70.00			602 43250	200	10100
	12/31/15	Surge protector batteries	70.84			602 43250	210	10100
	12/31/15	Bldg permit surchrg Dept of La	78.45			101 42050	436	10100
		Total for Vendor:	294.03					
*** Claim from another period (12/15) ****								
2202		145 FINKEN WATER CENTERS	23.00					
	01/01/16	Water softener rental	15.00			101 41000	410	10100
	01/01/16	Maint water cooler	8.00			101 43100	410	10100
		Total for Vendor:	23.00					
2203		637 NORTHLAND TRUST SERVICES	339,528.75					
	FREEP12A	12/14/15 Bond series 2012A principal	160,000.00			331 47000	600	10100
	FREEP12A	12/14/15 Bond series 2012A interest	10,243.75			331 47000	610	10100
	FREEP12A	12/14/15 Bond series 2012A agent fee	495.00*			331 47000	620	10100
	FREEP13A	12/14/15 Bond series 2013A principal	110,000.00			326 47000	600	10100

01/14/16
15:36:28

CITY OF FREEPORT
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For the Accounting Period: 1/16
For Pay Date: 01/14/16

Page: 2 of 3
Report ID: AP100V

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Claim/	Check	Vendor #/Name/	Document \$/	Disc \$						Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object	Proj	Account
		FREEP13A 12/14/15 Bond series 2013A principal	30,000.00			602	22500			10100
		FREEP13A 12/14/15 Bond series 2013A principal	15,000.00			601	22500			10100
		FREEP13A 12/14/15 Bond series 2013A interest	7,150.00			326	47000	610		10100
		FREEP13A 12/14/15 Bond series 2013A interest	2,250.00			602	43250	610		10100
		FREEP13A 12/14/15 Bond series 2013A interest	3,895.00*			601	43100	610		10100
		FREEP13A 12/14/15 Bond series 2013A agent fee	495.00*			326	47000	620		10100
		Total for Vendor:	339,528.75							
		*** Claim from another period (12/15) ****								
2204		387 RAHNS OIL & PROPANE, INC	434.12							
		90435 12/31/15 City - Public Works	414.59			101	43100	215		10100
		90435 12/31/15 EDA	19.53			300	46500	210		10100
		Total for Vendor:	434.12							
		*** Claim from another period (12/15) ****								
2205		437 STAR PUBLICATIONS LLC	27.60							
		148021 12/31/15 Notice public hearing 12-9-15	13.80			101	41000	350		10100
		148021 12/31/15 Notice public hearing 12-16-15	13.80			101	41000	350		10100
		Total for Vendor:	27.60							
		*** Claim from another period (12/15) ****								
2207		525 XCEL ENERGY	1,748.30							
		485000877 01/05/16 302188142	-50.76			601	43225	381		10100
		485000877 01/05/16 302252262	66.31			101	43160	381		10100
		485000877 01/05/16 302290398	155.85			101	41000	381		10100
		485000877 01/05/16 302679657	125.38			101	43100	381		10100
		485000877 01/05/16 302700297	17.16			602	43250	381		10100
		485000877 01/05/16 302947044	-63.16			601	43225	381		10100
		485000877 01/05/16 303193187	-168.64			602	43250	381		10100
		485000877 01/05/16 303616049	142.92			225	42200	381		10100
		485000877 01/05/16 303936749	42.70			101	43160	381		10100
		485000877 01/05/16 303956738	459.94			101	43160	381		10100
		485000877 01/05/16 303963984	283.38			101	43160	381		10100
		485000877 01/05/16 303985901	30.60			101	43160	381		10100
		485000877 01/05/16 304083816	8.45			101	43160	381		10100
		485000877 01/05/16 304098414	12.25			602	43250	381		10100
		484818627 01/04/16 Street lights	685.92			101	43160	381		10100
		Total for Vendor:	1,748.30							
		# of Claims	9	Total:						342,655.57

01/21/16
13:44:57

CITY OF FREEPORT
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For the Accounting Period: 1/16
For Pay Date: 01/21/16

Page: 1 of 4
Report ID: AP100V

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (12/15) ****								
2209		694 ALBANY FLEET SUPPLY	18.45					
	B166519	12/03/15 Sea foam motor treatment	13.98			101 43100	210	10100
	B166519	12/03/15 2pk 5A type C fuse	4.47			101 43100	210	10100
		Total for Vendor:	18.45					
*** Claim from another period (12/15) ****								
2210		541 ALBANY RECYCLING CENTER	37.05					
	11306	12/29/15 8 U shape fluorescent bulbs	5.20			101 41000	210	10100
	11306	12/29/15 27 4' & under fluorescent bulb	17.55			101 41000	210	10100
	11306	12/29/15 22 5' & over fluorescent bulb	14.30			101 41000	210	10100
		Total for Vendor:	37.05					
2211		695 BLUE CROSS BLUE SHIELD OF	1,416.87					
	4M466-00 3	01/08/16 Loren health ins	1,137.36*			101 43000	130	10100
	4M466-00 3	01/08/16 Adri health ins	279.51*			101 41400	130	10100
		Total for Vendor:	1,416.87					
*** Claim from another period (12/15) ****								
2212		544 COMPUTER HELP SERVICES	232.36					
	1829	01/04/16 Fix user login issue	109.00			101 41000	300	10100
	1829	01/04/16 Fix front desk anti-virus	55.00			101 41000	300	10100
	1829	01/04/16 AVG anti-virus subscription	13.86			101 41000	210	10100
	1829	01/04/16 Fix issue w AVG scan/virus	54.50			101 41000	300	10100
		Total for Vendor:	232.36					
*** Claim from another period (12/15) ****								
2213		107 DANNY'S DISPOSAL & RECYCLING,	139.42					
	01/01/16	Maintenance bldg	110.01			101 43100	383	10100
	01/01/16	Fire hall	29.41			225 42200	383	10100
		Total for Vendor:	139.42					
2214		122 DVS RENEWAL	123.00					
	01/01/16	00 Ford plate YAL7314	107.00			101 43100	433	10100
	01/01/16	04 STRL plate 913400	16.00			225 42200	433	10100
		Total for Vendor:	123.00					
*** Claim from another period (12/15) ****								
2215		123 DYMOKE LAW OFFICE, P.A.	231.00					
	01/04/16	Parliamentary procedure	121.00			101 41000	302	10100
	01/04/16	Council meeting	110.00			101 41000	302	10100
		Total for Vendor:	231.00					

01/21/16
13:44:57

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For the Accounting Period: 1/16
For Pay Date: 01/21/16

Page: 2 of 4
Report ID: AP100V

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		*** Claim from another period (12/15) ****						
2216		134 EMERGENCY APPARATUS MAINTENANCE,	662.43					
	110030	12/02/15 Engine 405 pump test & service	662.43			225 42200	401	10100
		Total for Vendor:	662.43					
		*** Claim from another period (12/15) ****						
2217		155 FREEPORT FARM CENTER, INC	193.50					
	W12985	12/04/15 Weld truck plow, pond gate	193.50			101 43100	401	10100
		Total for Vendor:	193.50					
		*** Claim from another period (12/15) ****						
2218		174 GOPHER STATE ONE CALL, INC.	2.90					
	154283	12/30/15 Email tickets	1.45			601 43225	300	10100
	154283	12/30/15 Email tickets	1.45			602 43250	300	10100
		Total for Vendor:	2.90					
		*** Claim from another period (12/15) ****						
2219		179 GRANITE ELECTRONICS, INC.	48.00					
	1530007491	12/24/15 Pager repair	29.00			225 42200	245	10100
	1530007491	12/24/15 Mini tor V NIMH battery pac	19.00			225 42200	245	10100
		Total for Vendor:	48.00					
		*** Claim from another period (12/15) ****						
2220		194 HENNEN LUMBER CO, INC.	244.46					
	101743	12/04/15 5 blue bags salt	29.05			225 42200	210	10100
	101772	12/10/15 4 transmitters & labor to prog	235.13			101 43100	210	10100
	101944	12/08/15 6 2x4s	21.42			101 43100	210	10100
	101948	12/08/15 4x8 1/2 CDX	18.77			101 43100	210	10100
	101948	12/08/15 Torque screws	4.35			101 43100	210	10100
	101948	12/08/15 Return 3 2x4s	-11.37			101 43100	210	10100
	101972	12/09/15 13 5/16x3 machine bolt	2.47			101 43100	210	10100
	101972	12/09/15 13 5/16 nuts	0.26			101 43100	210	10100
	101839	12/11/15 Return staples, nails, joist h	-55.62			101 43100	210	10100
		Total for Vendor:	244.46					
		*** Claim from another period (12/15) ****						
2221		209 INTERNATIONAL INSTITUTE OF	180.00					
	12/11/15	Annual membership fee	180.00			101 41400	433	10100
		Total for Vendor:	180.00					

01/21/16
13:44:57

CITY OF FREEPORT
Claim Approval List
For the Accounting Period: 1/16
For Pay Date: 01/21/16

Page: 3 of 4
Report ID: AP100V

For Date Posted = 01/21/16
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		*** Claim from another period (12/15) ****						
2222		218 JIM NOTCH CONSTRUCTION, LLC	580.00					
	12/30/15	Repair rotten post maint shed	580.00			101 43100	220	10100
		Total for Vendor:	580.00					
		*** Claim from another period (12/15) ****						
2223		219 JOANN TIMP	36.00					
	01/21/16 12/28/15	1 cleaning	36.00			101 41000	300	10100
2224		219 JOANN TIMP	108.00					
	01/21/16 1/4/16-1/18/16	3 cleanings	108.00			101 41000	300	10100
		Total for Vendor:	144.00					
2225		225 JOHN GILK	71.63					
	01/16/16	Truck #404 sealed beam std	9.61			225 42200	401	10100
	01/16/16	Truck #405 piggyback part	62.02			225 42200	401	10100
		Total for Vendor:	71.63					
		*** Claim from another period (12/15) ****						
2226		696 LITTLE FALLS MACHINE, INC	234.25					
	57452 01/06/16	5/8 x 6 x 5ft cutting edge	198.40			101 43100	220	10100
	57452 01/06/16	Pin, 1 1/4 x 3 1/2	10.85			101 43100	220	10100
	57452 01/06/16	Bolt kit	25.00			101 43100	220	10100
		Total for Vendor:	234.25					
2227		328 MN RURAL WATER ASSOCIATION	225.00					
	01/01/16 2016	MRWA Technical Conference	225.00			101 43000	330	10100
		Total for Vendor:	225.00					
2228		587 MURPHY MANAGEMENT CONSULTANTS	150.00					
	01/19/16	Pay equity report prep	150.00			101 41000	300	10100
		Total for Vendor:	150.00					
2229		340 NAPA AUTO PARTS	15.55					
	736686 01/19/16	Plow truck light	15.55			101 43100	401	10100
		Total for Vendor:	15.55					

01/21/16
13:44:57

CITY OF FREEPORT
Claim Approval List
For the Accounting Period: 1/16
For Pay Date: 01/21/16

Page: 4 of 4
Report ID: AP100V

For Date Posted = 01/21/16
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$							Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
*** Claim from another period (12/15) ****											
2230		622 NIEL MEIERHOFFER	400.00								
	2015-03	01/05/16 2015 Equip Grant Application	400.00			225		42200	300		10100
		Total for Vendor:	400.00								
*** Claim from another period (12/15) ****											
2231		377 PREFERRED CONTROLS CORP.	464.78								
	2123	01/05/16 200 watt Hoffman heater	335.00			601		43225	210		10100
	2123	01/05/16 Guardian SCADA system training	98.00			601		43225	300		10100
	2123	01/05/16 Travel time	24.50			601		43225	300		10100
	2123	01/05/16 Mileage	7.28			601		43225	300		10100
		Total for Vendor:	464.78								
*** Claim from another period (12/15) ****											
2232		385 QUILL	95.98								
	1837806	12/30/15 Copy paper	95.98			101		41000	210		10100
		Total for Vendor:	95.98								
*** Claim from another period (12/15) ****											
2233		413 SCHLENNER WENNER & CO.	370.00								
	186999	12/31/15 Monthly payroll services	290.00			101		41000	300		10100
	186999	12/31/15 Special payroll services	60.00			101		41000	300		10100
	186999	12/31/15 Copies, postage, faxes	20.00			101		41000	300		10100
		Total for Vendor:	370.00								
2234		441 STEARNS CO MUNICIPAL LEAGUE	20.00								
	01/01/16	2016 membership dues	20.00			101		41000	433		10100
		Total for Vendor:	20.00								
# of Claims			26	Total :							6,300.63



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized	Tax exempt number	
Sacred Heart Church		1881	ES21269	
Address		City	State	Zip Code
106 3rd Ave NE		Freeport	Minnesota	56331
Name of person making application		Business phone	Home phone	
Deana Middenдорf		320-333-5312	320-836-7068	
Date(s) of event		Type of organization		
July 15, 16, 17 2016		<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name		City	State	Zip Code
Fr. Daniel Walz		Freeport	Minnesota	56331
Organization officer's name		City	State	Zip Code
			Minnesota	
Organization officer's name		City	State	Zip Code
			Minnesota	
Organization officer's name		City	State	Zip Code
			Minnesota	

Location where permit will be used. If an outdoor area, describe.

Sacred Heart Church Grounds, behind the church.
106 3rd Ave NE Freeport, MN 56331

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Host Liquor Liability \$1,000,000
Catholic Mutual (carrier)
Contact Laura Scott (1-800-228-6108)

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.

Application fee (non refundable)

If application is postmarked or received 30 days or more before the event **\$50**; otherwise **\$100**.

ORGANIZATION INFORMATION

Organization name Stearns County Pheasants Forever Previous gambling permit number X-73052-15-007

Minnesota tax ID number, if any _____ Federal employer ID number (FEIN), if any _____

Type of nonprofit organization. Check one.

_____ Fraternal _____ Religious _____ Veterans ☒ Other nonprofit organization

Mailing address 4226 Thru Street City St. Cloud State MN Zip code 56303 County Stearns

Name of chief executive officer [CEO] Steve Selkow Daytime phone number 320.255.0462 E-mail address steve.selkow@juno.com

NONPROFIT STATUS

Attach a copy of **ONE** of the following for proof of nonprofit status.

_____ **Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**

Don't have a copy? This certificate must be obtained each year from:
Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103
Phone: 651-296-2803

☒ **IRS income tax exemption [501(c)] letter in your organization's name.**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

_____ **IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]**

If your organization falls under a parent organization, attach copies of **both** of the following:

- IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
- the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.

Freeport Community Center

Address [do not use PO box] _____ City or township Freeport Zip code _____ County Stearns

Date[s] of activity. For raffles, indicate the date of the drawing.

March 5, 2016

Check each type of gambling activity that your organization will conduct.

_____ Bingo* ☒ Raffle _____ Paddlewheels* _____ Pull-tabs* _____ Tipboards*

***Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.gcb.state.mn.us and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-639-4000.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: St. Rose of Lima Church Previous Gambling Permit Number: X-73079
 Minnesota Tax ID Number, if any: 7894353 Federal Employer ID Number (FEIN), if any: 41-0711467
 Mailing Address: 28905 Co Rd 17 PO Box 177
 City: Freeport State: MN Zip: 56331 County: Stearns
 Name of Chief Executive Officer (CEO): Fr. Daniel Walz
 Daytime Phone: 320-836-2143 Email: triparish@albanytel.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Sacred Heart Catholic Church
 Address (do not use P.O. box): 1016 3rd Ave NE
 City or Township: Freeport Zip: 56331 County: Stearns
 Date(s) of activity (for raffles, indicate the date of the drawing): Sunday, February 28, 2016
 Check each type of gambling activity that your organization will conduct:
☒ Bingo* ☐ Paddlewheels* ☐ Pull-Tabs* ☐ Tipboards*
☐ Raffle (total value of raffle prizes awarded for the calendar year: \$)

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **List of Licensees**, or call 651-539-1900.

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Immaculate Conception Previous Gambling Permit Number: X-04935

Minnesota Tax ID Number, if any: 9223789 Federal Employer ID Number (FEIN), if any: 41-0711500

Mailing Address: 40 Sacred Heart Office PO Box 155

City: Freeport State: MN Zip: 56331 County: Stearns

Name of Chief Executive Officer (CEO): Fr. Daniel Walz

Daytime Phone: 320-836-2143 Email: triparish@albanytel.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☒ Religious ☐ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**
Don't have a copy? Obtain this certificate from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767
- ☐ **IRS income tax exemption (501(c)) letter in your organization's name**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted
(for raffles, list the site where the drawing will take place):

Address (do not use P.O. box): 106 3rd Ave NE

City or Township: Freeport Zip: 56331 County: Stearns

Date(s) of activity (for raffles, indicate the date of the drawing): April 1, 2015

Check each type of gambling activity that your organization will conduct:

☐ Bingo* ☐ Paddlewheels* ☐ Pull-Tabs* ☐ Tipboards*

☒ Raffle (total value of raffle prizes awarded for the calendar year: \$ 2275)

* **Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under **List of Licensees**, or call 651-539-1900. **16**

Memo

From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 1/20/16

Re: Fire Department Report

Beginning this month we are going to be placing a 'fire department report' on the agenda. This will be the fire department's opportunity to update the council with any information or ask the council for purchases.

Chief Gilk, Assistant Chief Williams, myself, Joan, and Rodney have met a couple of times to go over budgets and schedules for the upcoming Area Fire Service meeting in February. We will be sending out agenda packets for that portion of the meeting at the very beginning of February.

Chief Gilk will be asking the council to approve the purchase of two new pagers. The cost of a pager is about \$450. It has been expressed to me from a number of fire fighters that their pagers are in dire need of replacing.

Also, the officers have expressed that they do not feel that the officer pay is appropriate.

Here is the current breakdown of what the officers are paid:

Chief: \$2880.00

1st Assistant Chief: \$864.00

2nd Assistant Chief: \$864.00

Secretary: \$1152.00

Here is what the officers recommend to the council:

Chief: \$1500.00

1st Assistant Chief: \$864.00

2nd Assistant Chief: \$864.00

Secretary: \$1152.00

Job Duty	Date	Initial
hooked up plow on ton truck, greased, checked lubes on vehicles + snow equipment, arranged with highway maintenance talked to Brian, blew snow in afternoon on the South side of interstate except 7th + 8th streets.	12/16/15	LG
Blew snow	"	"
Blew snow	"	LG + ME
cleaned trucks + blowers, Fill ^{vehicles} with gas, Fixed on tractor blower	12/17/15	LG
Did well checks, pond checks, lift stations, + water testing	"	LG
blew out which wind road again + road by ERTS + Fairport electric	12/18/15	LG
sanded all streets by stop signs, worked on sander for ton truck.	"	LG
did well checks, sanded all roads by stop signs + intersections sanded all roads by stop signs + intersections	"	LG
did well checks,	12/19/15	LG
did well checks, lift station checks, ponds, sanded all roads in town except main streets. went to preferred control to get ^(checked) part.	12/20/15	LG
Filled plow truck with sand, took blade off ton truck, talked to Bayer about bracket for sander on ton truck.	"	LG
did well checks, ponds cleaned trucks, changed shop	"	LG
did well checks, ponds, did water sample, put blade on ton truck	12/22	LG
did well checks, ponds + lift stations "Holiday"	12/23	LG
did well checks "Holiday"	12/24	LG
did well checks	12/25	LG
did well checks, blew snow	12/26	LG/ME
did well checks, blew snow	12/27	LG/ME
did well checks, lift stations, ponds, talked to ^{met with} county highway "Pete Rudmeyer" about sand + loading them. if they need. did water testing, did water meter readings, pushed sand in storage	12/28	LG
blew snow blew snow by firehall + behind city hall, blew a path around ponds.	"	LG
watched traffic by Mike Evans ^{Evans} power line down till Exell got there	"	LG
did well checks, pond checks, spread salt sand, work on snowblower/sand part w/ Jerry Meyer	"	LG
did well + pond checks, took flow readings, worked on ^{took} tank belly cutting edge off got new ones put on + went around to scrapings.	12/30	LG
did well checks, pond check, water testing, worked with Rodney, Preford control + Dan Boering to get pump at Water Tower working.	"	LG
Well checks, lift stations, pushed sand/salt under overhang from ^{road} city	12/31/15	LG
Well + pond checks	1/1/16	
Well checks	1/2/16	
Well + pond checks	1/3/16	

Job Duty	Date	Initial
Well, lift station, pond checks, water testing, worked with Matt From	1/4/16	LG
Preferred Controls on alarms for water tower + had switch on lift station	"	LG
by whirlwind. got new ^{city} phone, scraped roads by school lift station. checked	"	LG
Flow station will put reflector up for snowmobiles they are hitting over ^{century} sub	"	LG
slab took flow reading + added up water usage.	"	LG
did well, pond checks, change heater in whirlwind lift station the space	1/5/16	LG
was no good. (it was an old one) checked lights in town for ones not working	"	LG
got water totals for year, tested heater (Dan Rousing) got water meter reading	"	LG
<u>Flows</u>	1/5/16	LG
Flushed all dead end hydrants + some others, did well	1/6/16	LG/ME
checks + ponds	"	LG/ME
Put sand in plow truck, scraped valleys + main street	1/7/16	LG/ME
worked on scada system, there was a communication issue had		LG
to get fixed, took down x mas lights, met with Brian		LG
From Holdingford, cleaned snow in front of hall, sent blower		LG
for Massey tractor with Jerry Mayers to fix got back later		LG
put back together. did well, pond, lift station checks, water sample	1/8/16	LG
Did pond, well checks, put hoses + pumps away from		LG
wednesday, put ^{some} lights away for storage. cleaned sidewalk		LG
look tractor + did side of roads by corner Pub, bank + from		LG
Freeport Gas + Grocery to Pungs road + across from city hall		LG
Did well checks, pond + water tower recirculating pump	SAT 1/9/16	LG
2:00 AM alarm for flow station loss of communication	night 1/10/16	LG
<u>well checks</u>	1/10/16	LG
well, lift station, pond checks, ^{water tower} water sampling worked with	1/11/16	LG
Adri on Permit with MDPC, not put ^{black} plow on ton truck	1/11/16	LG
^{also did water testing with Brian + brought sample to water centre}		
^{some} cleaned off alley by Gazebo during night, alarm at flow station	1/12/16	LG
did garbage, talked to Dan Rousing about fixing some lights by	1/12/16	LG
Industrial drive + 7th st + 10th street, Did well + Pond checks	"	LG
took black of ton truck, cleaned shop had meeting at City Hall	"	LG
with Joe Ingebrand from League of Min Cities, shovel city sidewalk	"	LG
Finished Permit with Adri for MDPC, went thru some Fills at	1/13/16	LG
City Hall checked scada, check well, ponds + water tower	"	LG
cleaned out shop, ran sweeper + some small engines, Talked with	"	LG
Freeport Electric, they were fixing lights. cleaned shop	"	LG
did well, water tower, ponds, lift station checks, did water	1/14/16	LG



Building a Better World
for All of Us®

MEMORANDUM

TO: City of Freeport Mayor and City Council
FROM: Dave Blommel
DATE: January 20, 2016
RE: Council Update
SEH No. FREEP GEN 14.00

Sacred Heart School Gymnasium

Aside from our meeting earlier this month, there has been no additional correspondence from the School or the Architect related to the project. I will keep Adrianna and the Council in the loop if I have additional submittals made to me directly.

SEH Engineering Agreement

Looking through the files, I found that I don't have a current contract to do hourly City Engineering related work for the City. I have attached a master agreement and supplemental letter agreement that allows us to do work as requested, and bill you on an hourly basis.

Basically this doesn't change anything from the way we have been operating for the past many years. Freeport would still annually appoint SEH at your discretion. Even after being appointed, I would only do work as directed by Staff or City Council.

Any larger projects requested by the City, I would still generate a separate estimate and agreement, this is only intended for day to day engineering related work.

I plan to attend your meeting on Tuesday to answer any questions you may have.

dwb

Enclosures

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Master Agreement for Professional Services

This Master Agreement for Professional Services is effective as of January 1, 2016 between City of Freeport, Minnesota ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 12.07.15) shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client and accepted by Consultant will be described in Supplemental Letter Agreements ("SLA") with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following optional exhibits may be attached to an SLA: Exhibit A-1 for Hourly Payments, Exhibit A-2 or A-3 for Lump Sum Payments, and Exhibit B for Resident Project Representative Duties/Responsibilities.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The SLA shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Short Elliott Hendrickson Inc.

City of Freeport, Minnesota

By:



By:

Title: Dave Blommel, PE

Title: Client Service Manager

Title:

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Exhibit A-1
to Master Agreement
Between City of Freeport, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 1, 2016

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit A-3
to Master Agreement
Between City of Freeport, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 1, 2016

Payments to Consultant for Services
Using the Lump Sum Plus Expenses Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Plus Expenses Option

The Client and Consultant may select Lump Sum Plus Expenses for payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any, for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, and profit. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary to complete Consultant's services at their standard rates.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in the Agreement and this Exhibit.

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the reasonable cost for the use of such specialized equipment on the project.

Consultant invoices will contain detailed information regarding the use of specialized equipment on the project when it is to be reimbursed by the Client. Charges will be based on the standard rates for the equipment published by Consultant.

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Exhibit B
to Master Agreement
Between City of Freeport, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 1, 2016

**A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative**

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of Contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to Contractor's Work including but not limited to the agreement between Client and Contractor, the Contractor's bid, the bonds, specs, Drawings*, Field Orders*, Addenda*, clarifications, interpretations, approved Shop Drawings* and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and Contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of Shop Drawings and Samples.
 - (b) Receive Samples furnished at the site by Contractor, and notify Consultant of availability of Samples.
 - (c) Advise Consultant and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- 6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by Contractor and transmit to Contractor clarifications and interpretations as issued by Consultant.
 - 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications* and report with RPR's recommendations to Consultant. Transmit to Contractor decisions as issued by Consultant.
 - 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directive*, Addenda, Change Orders*, Field Orders, additional Drawings* issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Change Directive Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 - 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed Change Orders and Work Change Directive, obtaining backup material from Contractor and recommend to Consultant Change Orders, Work Change Directive, and Field Orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 - 10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 - 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 - 12. Completion:
 - (a) Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

*All instances in this Exhibit of this capitalized term are as defined in the EJCDC form C-700, copyrighted in 2013.

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional million dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole

and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Freeport, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2016, this Supplemental Letter Agreement dated January 6, 2016 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **General City Engineering Services**.

Client's Authorized Representative: Adrianna Hennen, City Clerk
Address: 125 East Main Street
Freeport, MN 56331
Telephone: 320.836.2112 email: adfrianna@freeportmn.org

Project Manager: Dave Blommel, PE
Address: PO Box 1717
St. Cloud, MN 56302-1717
Telephone: 320.229.4349 email: dblommel@sehinc.com

Scope: The Basic Services to be provided by Consultant:

A. General

1. Services performed by Consultant may, at the option of the Client, be related to one or a combination of the following as specifically agreed upon.
 - (a) City Engineer Services
 - (b) Report
 - (c) Preliminary Design
 - (d) Final Design
 - (e) Construction
 - (f) Additional Services

B. City Engineer Services

1. Consultant shall provide engineering, survey, and architectural services to the Client in its capacity as City Engineer. The Client shall authorize specific services that Consultant is to perform on an as needed basis under this Agreement through action by the City Council, or through such City staff, boards, or elected officials as the Client may designate.
2. Typical services provided as City Engineer include:
 - (a) Attend staff meetings, workshops, Planning Commission, or Park Board as required.
 - (b) Prepare Feasibility Reports and opinions of probable construction cost for public improvements.
 - (c) Conduct reviews for subdivision and development submittals, developer agreements, and developer-generated construction plans and specifications.
 - (d) Perform research and review and comment on issues related to City planning, infrastructure, traffic, and drainage, or as otherwise requested by Client.
 - (e) Review and follow up on warranty issues related to completed construction projects.
 - (f) Prepare engineering-related support for planning, zoning, and annexation issues.
 - (g) Prepare minor reports and studies.
 - (h) Prepare and update the Client's 5-year Capital Improvement Program (CIP).
 - (i) Prepare and maintain City maps.
 - (j) Prepare and maintain engineering standards and details.

C. Additional Services

1. If requested and authorized by the Client, Consultant shall furnish additional services:
 - (a) Preparation of applications and supporting documents for government grants, loans, or advances.
 - (b) Preparation or review of Environmental Assessments (EA), Environmental Assessment Worksheets (EAW), Environmental Impact Statements (EIS), and Alternative Urban Areawide Reviews (AUAR).
 - (c) Review and evaluation of any statements or documents prepared by others and their effect on the requirements of the Project.
 - (d) Providing services of professional Consultants for other than the normal services stated in the Agreement.
 - (e) Preparation of descriptions for permanent and/or temporary easements.
 - (f) Serving as an expert witness for the Client in any litigation or other proceedings.
 - (g) Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by the Agreement.
 - (h) Providing construction surveys and staking to enable the construction contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property and providing other special field surveys.
 - (i) Providing Resident Project Representative (RPR) services as described in Exhibit B.
 - (j) Additional services not otherwise provided for in this Supplemental Letter Agreement.

D. Payment:

1. The Client shall pay Consultant for City Engineer Services, expenses, and equipment rendered on an hourly plus reimbursable expenses basis in accordance with Exhibit A-1. Services that are difficult to quantify will be paid for on an hourly plus reimbursable expenses and equipment basis in accordance with Exhibit A-1. Services that have a definable scope will be paid for on an hourly plus reimbursable expenses and equipment basis in accordance with Exhibit A-1, or on a lump sum basis in accordance with Exhibit A-3.
2. Engineering services related to individual or complex construction projects and major reports and studies shall be subject to a separate Supplemental Letter Agreement. The Supplemental Letter Agreement will identify a scope of services and set forth a fee for those services. The Client shall pay Consultant for services and expenses rendered in accordance with Exhibit A-1 or A-3. Construction phase services, staking, and observation services which depend on a contractor's progress and weather conditions will usually be paid for on an hourly basis in accordance with Exhibit A-1. Design phase services and major reports and studies that have a definable scope will usually be paid for on a lump sum in accordance with Exhibit A-3.
3. Consultant will attend regularly scheduled meetings of the City Council at no cost to the Client.

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Short Elliott Hendrickson Inc.

City of Freeport, Minnesota

By: _____



Dave Blommel, PE

Title: _____

Client Service Manager

By: _____

Title: _____

Dymoke Law Office, P.A.

300 Riverside Avenue NW

Melrose, Minnesota 56352

Telephone (320) 256-4205

Fax (320) 256-7201

January 19, 2016

Adrianna Hennen
City of Freeport
125 Main Street East
Freeport, MN 56331

BY ELECTRONIC MAIL

Re: Monthly Legal Report

Dear Ms. Hennen:

During the period from December 22, 2015 through January 19, 2016, we have given significant attention to the following projects on behalf of the City of Freeport:

- Sacred Heart Project
Reviewed easement agreement and engineer's report concerning Sacred Heart's proposal to encroach on sewer line easement. Began initial draft of encroachment agreement.

Respectfully submitted,
Dymoke Law Office, P.A.

by Scott E. Dymoke

Memo

From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 1/20/16

Re: Mail Ballot Voting

We will be having a Public Hearing to take public comment on the idea of mail ballot voting in Freeport. I spoke with Dave Walz and asked that he be at the meeting to answer any questions the public and council may have. He stated that either he or one of his staff would be able to attend the meeting.

Memo

From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 1/20/16

Re: SunShare

Kyle from SunShare will be at the upcoming meeting to go over the information that was presented back to you in November.



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

RESOLUTION 2016-01

A RESOLUTION APPOINTING FREEPORT STATE BANK AS OFFICIAL DEPOSITORY

RESOLVED, That Freeport State Bank, is hereby designated as a depository for the funds of this corporation, and any officer or other person hereinafter named is hereby authorized for and on behalf of this corporation to open or to continue an account or accounts with said Bank and to execute and deliver to said Bank signature card or cards supplied by said Bank containing specimen signatures of the officers or other persons hereinafter named and agree to said Bank's Rules and Regulations Governing Bank Accounts, and that any officer of this corporation or any other person hereinafter named is hereby authorized, for and on behalf of this corporation, to endorse or cause to be endorsed, to negotiate or cause to be negotiated, and to deposit or cause to be deposited in such account or accounts from time to time checks, drafts and other instruments and funds payable to or held by this corporation.

RESOLVED, That checks, drafts or other withdrawal orders and any and all other directions and instructions of an charter with respect to funds of this corporation now or hereafter with said Bank may be signed by any two of the following:

Rodney Atkinson (Mayor) Adrianna Hennen (Clerk-Treasurer) and said Bank is hereby fully authorized to pay and charge to such account or accounts any checks, drafts or other withdrawal orders so signed, and to honor any directions or instructions so signed, whether or not payable to the individual order of or deposited to the individual account of or inuring to the benefit of any of the foregoing officers or persons.

RESOLVED, That any Two of the following: Rodney Atkinson, (Mayor) Adrianna Hennen, (Clerk-Treasurer) hereby is or are authorized, for and on behalf of this corporation, at any time or from time to time to borrow money from The Freeport State Bank in such amounts, for such times, at such rate or rates of interest and upon such terms as he or they may see fit; to execute and deliver notes or other evidences of indebtedness of this corporation therefor, and renewals and extensions thereof; to sell, assign, transfer, pledge, mortgage or otherwise hypothecate to said Bank any bills receivable, accounts, contracts, warehouse, receipts, bills of lading, stocks, bonds, chattels, real estate or other property of this corporation as security; to give guaranties and other undertakings to said Bank; to discontinue with said Bank bills receivable of this corporation and to authorize modifications and extensions with respect thereto and to waive demand, presentment, protest and notice of dishonor; and to do, authorize and agree to any and all other things at any time or from time to time in connection with any of the foregoing as or they may deem appropriate.

RESOLVED, That said Bank shall be entitled to rely upon a certified copy of these resolutions until written notice of modification or rescission has been furnished to and received by said Bank

(Confirmation continued on next page)

DATED THIS 26TH DAY OF JANUARY, 2016

Motion by:

Second by:

Council members in favor:

Opposed or abstained:

Rodney Atkinson, Mayor

ATTEST:

Adrianna Hennen, Clerk-Treasurer

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



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

RESOLUTION 2016-02

A RESOLUTION APPOINTING CENTRAL MINNESOTA CREDIT UNION AS OFFICIAL DEPOSITORY

The undersigned, Rodney Atkinson (Mayor) Adrianna Hennen (Clerk-Treasurer), each being first duly sworn, certifies, states and alleges the following so as to induce CENTRAL MINNESOTA CREDIT UNION (hereinafter “Credit Union”, which shall include Lender in any banking capacity, as the context may require) to enter into loans, security agreements, mortgages and other agreements related to lending and banking with CITY OF FREEPORT (hereinafter “the Corporation”).

1. That CITY OF FREEPORT, is a duly organized existing Corporation under the law of the state of Minnesota or if not incorporated under the law of the state of Minnesota, authorized to do business in the state of Minnesota; and
2. That there are no proceedings pending or threatened for dissolution or forfeiture of the Corporation’s charter or authority to act in the state of Minnesota, whether voluntarily or involuntarily; and
3. That the Corporation is in good standing with the state of Minnesota and is presently in compliance with all applicable statutes, laws and regulations relative to the Corporation’s charter to own, operate and do business of the nature it is presently transacting and will hereafter transact in the state of Minnesota; and
4. That there is no provision in the Corporation’s charter, or bylaws or articles of the Corporation limiting the power of the board of directors as which thereafter executes this certification and authorization.

RESOLVED, that Credit Union is hereby designated as a depository for the funds of this corporation and any officer this corporation is hereby authorized to open or cause to be opened an account or accounts with Credit Union on such terms, conditions and agreements as shall be required by or to deposit or cause to be deposited in such account or accounts any money, checks, drafts, orders, notes and other instruments for the payment of money and to make any other agreements deemed advisable in regard thereto.

RESOLVED, that any one of the following officers or successors are hereby authorized in the name of this Corporation to:

Rodney Atkinson as, Mayor
Adrianna Hennen as, Clerk-Treasurer

and Credit Union is hereby authorized to charge to the account of the Corporation any checks, drafts or other withdrawal orders, so signed, in closing those payable to the individual order of the person signing the same and including also checks or other withdrawal orders payable to Credit Union or to any other person or entity, which are applied in payment of any other indebtedness owing to Credit Union from the person or persons who signed such checks or other withdrawal orders.

RESOLVED, that any two of the following:

Rodney Atkinson as, Mayor
Adrianna Hennen as, Clerk-Treasurer

Be and hereby are authorized to borrow money or make application for and obtain for and obtain Letter of Credit for an behalf of the Corporation; to make any agreements in respect thereto; and to sign, execute and deliver promissory notes, acceptance or other evidences of indebtedness therefor, or in renewal thereof, in such amounts and for such time, at such rate of interest and upon such terms as they see fit; and are hereby authorized to endorse, assign, transfer, mortgage , or pledge to Credit Union the bills receivable, warehouse receipts, bills lading, stocks, bonds, real estate, or other property now or hereafter owned by the Corporation, and to discount the same, to unconditionally guarantee payment of any or all bills receivable so negotiated or discounted, and to waive demand, protest and notice of non-payment.

RESOLVED, all resolutions herein contained shall continue in force until express written notice of its recession or modification has been furnished to and received by Credit Union.

RESOLVED, that all transaction, if any, in respect to any deposits, withdrawals, rediscounts and borrowing by or in behalf of the Corporation with Credit Union prior to adoption of the resolutions herein contained be and the same hereby are in all things ratified, approved and confirmed.

RESOLVED, that any of the persons named above be and they are hereby authorized and empowered to make any and all other contracts, agreements, stipulations and order which they may deem advisable, from time to time, with Credit Union in respect to transactions between the Corporation and Credit Union in regard to funds deposited with Credit Union, money borrowed from Credit Union or any other business transacted by and between the Corporation and Credit Union.

RESOLVED, that any and all resolutions heretofore adopted by the City Council of the Corporation and certified to Credit Union as governing the operation of the corporation's account(s) with Credit Union, be and are hereby continued in full force and effect, except as the same may be supplemented or modified by the foregoing.

DATED THIS 26TH DAY OF JANUARY, 2016

Motion by:

Second by:

Council members in favor:

Opposed or abstained: None

Rodney Atkinson, Mayor

ATTEST:

Adrianna Hennen, Clerk-Treasurer

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



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

RESOLUTION 2016-03

A RESOLUTION APPROVING DONATIONS RECEIVED IN 2015

WHEREAS, Minnesota State Statute 465.03 requires that governing bodies must formally accept donations and contributions and that every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full; and

WHEREAS, The City seeks to properly accept and record donations and contributions in accordance with all state statute and state auditor requirements;

NOW, THEREFORE; The Freeport City Council formally accepts the following donations and any stipulations:

Donor Name	Amount	Stipulation
Freeport Lions	\$2,200.00	To Fire Department
St. Rosa Lions	\$1,000.00	To Fire Department
Freeport Lions	\$12,500.00	To Main Street Improvements (Bond, Series 2005)

DATED THIS 26TH DAY OF JANUARY, 2015

Motion by:

Second by:

Council members in favor:

Opposed or abstained:

Rodney Atkinson, Mayor

ATTEST:

Adrianna Hennen, Clerk-Treasurer



CITY OF FREEPORT

125 Main Street E – PO Box 301 – Freeport, MN 56331 – 320-836-2112 – FAX 320-836-2116
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2016 Appointments

	2015	2016
Depositors	Freeport State Bank Central Minnesota Credit Union League of MN Cities	
Legal Advisor	Dymoke Law Office	
Legal Prosecutor	Pottratz Law Office	
Park & Recreation Commissioner	Joe Hennen & Dan Austing	
Acting Mayor	Tim Hennen	
Weed Inspector	Public Works Director	
Health Office	CentraCare Health-Melrose	
Newspaper	Melrose Beacon	
Engineer	SEH, Inc.	
Building Inspector	Dan Marthaler- MidCentral Code Enforcement	
Emergency Management Director	Fire Department Chief	
Acting Emergency Management Director	Fire Department First Assistant Chief	
Zoning Administrator	Clerk-Treasurer	
Data Practices Compliance Officer	Clerk-Treasurer	
Liaison to Chamber of Commerce	Clerk-Treasurer	
Wellhead Protection Committee	Clerk-Treasurer, Co-Wellhead Protection Managers Carrie Raber, Ad Hoc (Stearns County SWCD) Rodney Atkinson, City Council Member Denis Heidgerken, City Resident Peter Welle, Area Township Representative	

The City of Freeport is an Equal Opportunity Provider

Memo

From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 1/20/16

Re: Seal Coating

Stearns County is planning on seal coating Co Rd 11 from the intersection of Co Rd 11 and 157 to Co Rd 39. The county pays to seal coat the road but not the shoulders. The county would like to know if the city would like to pay to have the shoulders (that are within the city limits) seal coated as well.

The cost to seal coat the shoulders is about \$7500. If we want to put the fog layer (black layer on top of the rocks) that would cost an additional \$5000.

I spoke with Dave Blommel and he recommended seal coating the shoulders since it is good preventative maintenance. Dave and Chuck Weiman from Stearns County didn't think the fog coating was necessary.

To Whom It May Concern,

We would like to extend this invitation to your municipality to contract with the Tri-County Humane Society to house the stray animals found in your jurisdiction. The contract year is from January 1st to December 31st.

Just as you own snow plows or contract with third parties to keep snow off of the roads, you should have a plan in place to keep stray animals off of the roads. Stray animals contribute to both health and safety issues your board should be aware of and ultimately address. Many insurance companies may drop coverage if they find that your area does not have animal control. If the expense is an issue, consider this an affordable alternative to the legal fees involved if an animal with rabies bites someone in your area and you had no system in place to prevent that from happening. We hope you will seriously consider contracting with Tri-County Humane Society to help you fulfill this responsibility.

If you choose to have us house the stray animals from your area, please sign and return the enclosed contract. Most municipalities have the person who found the animal, bring it to us after a supervisor or township official has given authorization. Names and numbers of these officials would need to be included if this is the procedure you choose.

We hope you will consider this invitation and agree to offer this necessary public service. Please discuss the enclosed agreement at your next meeting. Feel free to call me with any questions that you may have at 320-252-0896, or if you would like me to attend one of your meetings.

Thank you for your time and consideration,

Anna Stratton
Customer Service Manager





Tri-County Humane Society

Adopt • Donate • Volunteer

735 8th Street NE P.O. Box 701 Phone: 320-252-0896
St. Cloud, MN 56302-701 Fax: 320-252-1325
www.tricountyhumanesociety.org

This agreement is between the municipality of _____ and the Tri-County Humane Society.

The following is mutually agreeing by the parties:

1. That the Tri-County Humane Society (TCHS) agrees to provide the following services:
 - a. Housing for stray or abandoned animals that are retrieved or legally seized by your municipality's community service officer (CSO) or animal control officer (ACO), or for stray animals that are brought into the shelter by a citizen and verbal permission is given by your agency via phone for intake. TCHS will receive, feed, house and care for all dogs, cats, and other domestic animals impounded from the above mentioned municipality.
 - b. Hold stray animals for a **minimum** of five working days and seized animals for up to 10 working days as per Minnesota State Statute 343.235.
 - c. Vaccinate, de-worm, and evaluate animal for medical treatment deemed necessary.
 - d. At the end of the five-day hold for stray or ten-day hold for seized animals, claim the impounded animals as property of the TCHS.
 - e. Euthanize and dispose of animals not claimed or adopted.
 - f. Handle all telephone calls that come to this office in respect to the animals in possession.
 - g. Charge any citizen claiming their animal the impoundment fee, regardless of the period of impoundment.
 - h. Publicize stray animals impounded in an attempt to locate the owner.
2. That _____ will:
 - a. Deliver or authorize delivery of all stray or seized animals within their municipality to the TCHS.
 - b. Provide a list of names and phone numbers of those who can be called for authorization. (see reverse side)
 - c. Pay the TCHS the costs per schedule accrued for the housing, care and euthanizing/disposal of impounded animals.

SCHEDULE

- Per day: \$10.00 dog, cat or other / per cage
 - a. Seized animal held for a maximum of 10 days (\$100)
 - b. Stray animal held for a minimum of 5 days (\$50)
 - \$25.00 euthanasia and disposal fee/ per animal
- d. Notify the municipality clerk of the billing report of animals delivered, to approve charges for animals.
 - e. Refer to a veterinarian in regards to any animals that are obviously sick, injured, dangerous, or suspected of having rabies.

This agreement is effective January 1st, 2016 and may be removed or revised on a yearly basis.

Clerk of Municipality _____

Billing Address _____

Clerk Signature _____