

**City of Freeport  
Water Fund  
Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Nine Months Ended September 30, 2017 (Unaudited)**

	Final Budget 2017	Year-to-Date Amount 9/30/17	Year-to-Date % of Budget 9/30/17	Variance With Final Budget
<b>REVENUES:</b>				
General Sales and Use Tax	2,000	806	40.3%	(1,194)
Charges for Services	115,480	74,066	64.1%	(41,414)
Special Assessments	22,500	26,460	117.6%	3,960
Miscellaneous	2,600	3,018	116.1%	418
Total Revenues	<u>142,580</u>	<u>104,350</u>	<u>73.2%</u>	<u>(38,230)</u>
<b>EXPENDITURES:</b>				
Supplies	4,750	1,154	24.3%	(3,596)
Professional Services	4,300	129	3.0%	(4,171)
Training	300	115	38.3%	(185)
Insurance	798	577	72.3%	(221)
Utilities	6,300	3,807	60.4%	(2,494)
Water Treatment	7,425	3,631	48.9%	(3,794)
Debt Service	73,030	72,960	99.9%	(70)
Miscellaneous	73,830	1,041	1.4%	(72,789)
Total Expenditures	<u>170,733</u>	<u>83,413</u>	<u>48.9%</u>	<u>(87,320)</u>
Excess of Revenues Over (Under) Expenditures	<u>(28,153)</u>	<u>20,938</u>	<u>-74.4%</u>	<u>49,091</u>
<b>OTHER SOURCES (USES):</b>				
Transfers In	0	0	N/A	0
Transfers Out	(54,867)	(54,867)	100.0%	0
Total Other Sources (Uses)	<u>(54,867)</u>	<u>(54,867)</u>	<u>100.0%</u>	<u>0</u>
Excess of Revenues & Other Sources Over (Under) Expenditures & Other Uses	<u>(83,020)</u>	<u>(33,929)</u>	<u>40.9%</u>	<u>49,091</u>
<b>FUND BALANCES:</b>				
January 1		<u>2,001,684</u>		
September 30		<u><u>1,967,754</u></u>		

	Balance 2016	Balance 2017
<b>CASH:</b>		
January 1	393,271	447,135
Increase (Decrease) in Cash	53,864	(26,330)
December 31, 2016/September 30, 2017	<u>447,135</u>	<u>420,805</u>

**City of Freeport  
Waste Water Fund  
Statement of Revenues, Expenditures and Changes in Fund Balances  
For the Nine Months Ended September 30, 2017 (Unaudited)**

	Final Budget 2017	Year-to-Date Amount 9/30/17	Year-to-Date % of Budget 9/30/17	Variance With Final Budget
<b>REVENUES:</b>				
Charges for Services	137,000	84,136	61.4%	(52,864)
Miscellaneous	100	295	295.2%	195
Total Revenues	<u>137,100</u>	<u>84,431</u>	<u>61.6%</u>	<u>(52,669)</u>
<b>EXPENDITURES:</b>				
Supplies	3,800	2,229	58.7%	(1,571)
Professional Services	7,700	21,000	272.7%	13,300
Training	400	215	53.8%	(185)
Insurance	2,015	1,150	57.1%	(865)
Utilities	1,150	589	51.2%	(561)
Waste Water Treatment	2,370	706	29.8%	(1,664)
Debt Service	28,650	28,650	100.0%	0
Miscellaneous	62,225	0	0.0%	(62,225)
Total Expenditures	<u>108,310</u>	<u>54,540</u>	<u>50.4%</u>	<u>(53,770)</u>
Excess of Revenues Over (Under) Expenditures	<u>28,790</u>	<u>29,891</u>	<u>103.8%</u>	<u>1,101</u>
<b>OTHER SOURCES (USES):</b>				
Transfers In	0	0	N/A	0
Transfers Out	(43,800)	(43,800)	100.0%	0
Total Other Sources (Uses)	<u>(43,800)</u>	<u>(43,800)</u>	<u>100.0%</u>	<u>0</u>
Excess of Revenues & Other Sources Over (Under) Expenditures & Other Uses	<u>(15,010)</u>	<u>(13,909)</u>	<u>92.7%</u>	<u>1,101</u>
<b>FUND BALANCES:</b>				
January 1		<u>2,039,321</u>		
September 30		<u><u>2,025,412</u></u>		

	Balance 2016	Balance 2017
<b>CASH:</b>		
January 1	42,562	35,621
Increase (Decrease) in Cash	(6,941)	1,309
December 31, 2016/September 30, 2017	<u>35,621</u>	<u>36,930</u>

**City of Freeport**  
**Water USDA Reserve**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**For the Nine Months Ended September 30, 2017 (Unaudited)**

	Final Budget 2017	Year-to-Date Amount 9/30/17	Year-to-Date % of Budget 9/30/17	Variance With Final Budget
<b>REVENUES:</b>				
Total Revenues	0	0	N/A	0
<b>EXPENDITURES:</b>				
Total Expenditures	0	0	N/A	0
Excess of Revenues Over (Under) Expenditures	0	0	N/A	0
<b>OTHER SOURCES (USES):</b>				
Transfers In	13,867	13,867	100.0%	0
Transfers Out	0	0	N/A	0
Total Other Sources (Uses)	13,867	13,867	100.0%	0
Excess of Revenues & Other Sources Over (Under) Expenditures & Other Uses	<u>13,867</u>	<u>13,867</u>	<u>100.0%</u>	<u>0</u>
<b>FUND BALANCES:</b>				
January 1		<u>55,468</u>		
September 30		<u><u>69,335</u></u>		

	Balance 2016	Balance 2017
<b>CASH:</b>		
January 1	41,601	55,468
Increase (Decrease) in Cash	<u>13,867</u>	<u>13,867</u>
December 31, 2016/September 30, 2017	<u><u>55,468</u></u>	<u><u>69,335</u></u>

**City of Freeport**  
**Waste Water USDA Reserve**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**For the Nine Months Ended September 30, 2017 (Unaudited)**

	Final Budget 2017	Year-to-Date Amount 9/30/17	Year-to-Date % of Budget 9/30/17	Variance With Final Budget
<b>REVENUES:</b>				
Total Revenues	0	0	N/A	0
<b>EXPENDITURES:</b>				
Total Expenditures	0	0	N/A	0
Excess of Revenues Over (Under) Expenditures	0	0	N/A	0
<b>OTHER SOURCES (USES):</b>				
Transfers In	2,800	2,800	100.0%	0
Transfers Out	0	0	N/A	0
Total Other Sources (Uses)	2,800	2,800	100.0%	0
Excess of Revenues & Other Sources Over (Under) Expenditures & Other Uses	2,800	2,800	100.0%	0
<b>FUND BALANCES:</b>				
January 1		11,200		
September 30		14,000		

	Balance 2016	Balance 2017
<b>CASH:</b>		
January 1	8,400	11,200
Increase (Decrease) in Cash	2,800	2,800
December 31, 2016/September 30, 2017	11,200	14,000

Job Duty	Date	Initial
Well house, tower, pond checks	SUN 9/10/17	LG
well house, tower, lift station, pond checks, water sampling, lowered flags	MON 9/11/17	LG
half staff, sprayed ponds, started landscaping at lions park	"	LG
well house, tower, pond checks, <sup>got</sup> light pole for lift station #1, worked at Lions park - gopher calls & got locate at lift station, & Industrial drive.	Tue 9/12/17	LG
well house, tower, pond checks, Lions park	"	LG
well house, tower, pond, lift station checks, water sampling, trimmed trees	Wed 9/13/17	LG
Lions park, mowed lawn	Thurs 9/14/17	LG
Well house, tower, pond checks, reports, garbage up town	"	LG
Well house, tower, pond check	FRI 9/15/17	LG
well house, tower, pond checks	SAT 9/16/17	LG
Well house, tower, lift station, pond check, water samples, Lions park sprinkler heads, got side cutter & put away, Fixed Dan	SUN 9/17/17	LG
Effacing curb stop in driveway, sprayed lift station #2 with high pressure to get grease off walls	MON 9/18/17	LG
well house, tower, pond checks, waste water reports w/ Adri	"	LG
Tri-State Pumps came did lift station inspections, hauled rock + dirt away from Lions park.	"	LG
~~~~~ Council meeting ~~~~~		
well house, tower, pond checks, checked to get power back on at City Hall - got surge protector working, worked on Lions park, garbage	Wed 9/20/17	LG
well house, tower, lift station, pond checks, water sampling, mowed lawn	"	LG
well house, tower, pond checks, Tri-State came back had a airlock in	Thurs 9/21/17	LG
<del>the pump</del> at lift station #1, put jacks on sewage pump & generator	Fri 9/22/17	LG
worked at shop	"	LG
Well house, tower, pond checks	SAT 9/23/17	LG
Well house, tower, pond checks	SUN 9/24/17	LG
well house, tower, pond, lift station checks, swept streets, graded road by Bertz, garbage, water samples	MON 9/25/17	LG
Well house, tower, pond checks, Adam Hoppe + I dug hole by culdarsack in Industrial park to check drain tiles	"	LG
Well house, tower, pond checks, curb stop locating & fixing	Tue 9/26/17	LG
met w/ <del>light rep.</del> vendor for lights, worked on flags & cleaned at shop, cleaned at ballparks, lions park, put garbage out	"	LG
	Wed 9/27/17	LG
	"	LG
	"	LG

Job Duty	Date	Initial
Well house, tower, l.f.t station, pond checks, turned water on at 203	THUR 9/28/17	LG
2nd st NE, mowed lawn, water samples	"	LG
Well house, tower, pond checks, mowed lawn, water meter readings, cones	FRI 9/29/17	LG
+ baracodes out for Fall Fest, garbages uptown + lions park	"	LG
Well house, tower, pond checks	SAT 9/30/17	LG
Well house, tower, pond checks	SUN 10/1/17	LG
Well house, tower, l.f.t station, pond checks, water sampling, pee discharge	Mon 10/2/17	LG
+ quarterly inf tests + brought to DHIA, talk with MDH about	"	LG
our clariform samples, met with Excell, worked at shop	"	LG
Well house, tower, pond checks, cones for Bank, Flags 1/2 staff, worked	TUE 10/3/17	LG
at shop + MDH came + got samples from well houses.	"	LG
Well house, tower, pond checks, worked on chlorine pump at well house #1	Wed 10/4/17	LG
mowed lawn	"	LG/ME
Well house, tower, pond checks, l.f.t station, water sampling, flushed hydrant	THUR 10/5/17	LG/ME
worked at Creamery shutting water off had leak in <del>the</del> line.	"	LG
Well house, tower, pond checks, <sup>worked in</sup> shop, flushed hydrants	FRI 10/6/17	LG/ME
Well house, tower, pond checks, raised flags	SAT 10/7/17	LG
Well house, tower, pond checks	SUN 10/8/17	LG
Wells, tower, lift station, pond checks, water samples, cleaned lions	Mon 10/9/17	LG
park, ballparks, garbages, worked on Heater at Well House #1	"	LG
Wells, tower, pond checks, talked with Wilwerding dairy on	TUE 10/10/17	LG
weight of tractors + semi-tron over city streets "will address later"	"	LG
put <sup>de-</sup> greaser block in lift station #1, mowed lawn	"	LG
Wells, tower, pond checks, <sup>filed</sup> paper work, gather 1 calls, garbages	Wed 10/11/17	LG
worked on cleaning back room of bathroom at Lions park	"	LG
+ took got light pole ready for l.f.t station	"	LG
Well house, tower, pond, l.f.t station checks, water samples, lions park,	THUR 10/12/17	LG
screen print, worked at Well house 1 on chlorine valve w/ hawking	"	LG
chemical	"	LG
Wells, tower, pond checks, lions park, discharge, garbages	FRI 10/13/17	LG
Wells, tower, pond checks	SAT 10/14/17	LG
Wells, tower, pond checks	SUN 10/15/17	LG
Wells, tower, pond, l.f.t station, water sample checks, lions park	Mon 10/16/17	LG
sprinkler system, discharge samples for DHIA	"	LG
put light pole up at lift station behind gym	"	LG/JN



Building a Better World  
for All of Us®

## MEMORANDUM

TO: Freeport Mayor and City Council

FROM: Dave Blommel, PE  
Freeport City Engineer

DATE: October 18, 2017

RE: Industrial Park Drive Drainage  
SEH No. FREEP GEN 14.00

Loren recently completed some exploratory digging near the cul-de-sac on Industrial Drive to determine if the drain tile installed behind the curb is functioning properly. It appears the drain tile is in good condition and was not obstructed.

The valve box that we use to gauge the water table in the street section is only 20' from the drain tile, but at the time the tile was exposed, was still holding water within 1' of the surface. With the drain tile being dry, and the street section still holding water, it is clear there is a barrier preventing the water from entering the drain tile.

In order to better facilitate drainage under the street section (prior to repairing the asphalt), additional tile should be installed at the bottom of the aggregate base in the cul-de-sac. That tile will be connected to the tile on both sides of the street.

I plan to attend your meeting on Tuesday to further discuss timing of the improvements as part of a paving project, or potentially as a stand-alone project prior to paving the roadway.

dwb/mrb

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**Dymoke Law Office, P.A.**

300 Riverside Avenue NW

Melrose, Minnesota 56352

Telephone (320) 256-4205

Fax (320) 256-7201

October 18, 2017

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 September 19, 2017 through October 18, 2017, we have not given significant attention any projects on behalf of the City of Freeport.

Respectfully submitted,  
Dymoke Law Office, P.A.

*Scott E. Dymoke*  
by Scott E. Dymoke



# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 10/17/17

Re: Fire Department Report

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Attached is some information provided by Expert T Billing regarding their services. I spoke with Bill Schommer and he explained that the company's primary business is ambulance billing, but they do fire department billing too. That is why their brochure and sample contract read more for ambulances than fire departments, but it should give you a general idea of what a contract with them would look like. Bill also confirmed that the fee is \$27 per bill. Bill stated they don't act as a collection agency, but work with a number of collection agencies that he would recommend to us if that is something we want to look into as well.

As mentioned at the September meeting I would recommend adding a \$27.00 admin fee to the fire/rescue bills so that the city is not losing any of that money.

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It was also brought up at the September meeting increasing the \$15/firefighter/call fee for non area fire service residents to \$20/firefighter/call. Rodney asked what that \$15 covered. Following is a spreadsheet Joan put together that helps show that. We billed \$13,800 and \$16,560 in 2015 and 2016 respectively, which is the \$15.00/firefighter/call fee on each bill. Below that Joan breaks down wages and insurance that are paid for the fire department members.



## **Company History**

Expert T Billing, located in Farmington, MN was founded in 1989 to provide billing services and expertise for one ambulance provider in the State of Minnesota. Since then, Expert T Billing has grown and prospered and currently provides billing and coding services for 66 ambulance providers in the State of Minnesota.

In June of 2016, Expert T Billing purchased Advantage Billing Concepts located in Hibbing, MN. Advantage Billing Concepts is a medical billing, coding, and consulting firm established in 1998. In addition to providing billing and coding services to 44 ambulance providers, Advantage Billing concepts also provides billing and coding services to 30 additional medical practices.

At Expert T Billing, we tailor our billing and collection services to the needs of each individual provider for whom we provide our services. We are not a “cookie cutter” operation. Our billing and coding experts have full responsibility for each ambulance provider under their care. This allows them to learn and master the nuances particular to each city and ensure all requirements are met.

Services performed on behalf of our clients:

- Import agency’s Electronic Patient Care Reports (EPCR) if electronic report is utilized.
- Reconciliation of hospital face sheets with PCRs
- Verification of PCR information
- Posting of PCR data into billing software system
- Generation of patient invoices (initial, 30-day, 60-day 90-day and Final Notice)
- Process insurance claims electronically and via paper claims as deemed by insurance carrier
- Obtain signatures from patients if not received by EMS crew
- Collection and verification of payments
- Posting payments upon verification
- Follow up on “balance due” accounts
- Perform follow-up calls to patients, medical providers, insurance carriers and others as necessary
- Issue delinquent account letters (final notice)
- Send appropriate accounts to Revenue Recapture Program under MN Department of Revenue
- Recommend and send appropriate accounts to Collection Agency
- Produce monthly reports on account billing and receivable activity

In addition to the services above listed above, we are willing to perform other services as needed. To ensure all necessary services are being provided we are happy to meet on a regular basis to review our performance and discuss how we may provide the best service possible.

We are available to provide educational informational seminars on ambulance billing. Subjects may include Medicare, Medicaid, HIPAA, proper documentation, compliance, and other insurance requirements. We are available to meet with City leadership personnel as well as paramedics, EMTs and other EMS personnel.

## **Reporting**

Expert T Billing and Advantage Billing Concepts will provide a set of reports on a monthly basis (see below). The reports generated are determined by the ambulance provider. In addition to these reports, ad hoc reports can be generated at any time and we can report on virtually all aspects of the billing and collecting activity for the account.

- **Charge Report** (detail and summary). This report lists all charges (base charge, mileage, procedural, supply, late fee) entered into the system during a particular period of time.
- **Credit Report** (detail and summary). This report lists all credits entered into the system (payments, adjustments, write offs, etc.) during a particular period of time.
- **Call Report** (detail and summary). This report lists all calls with an outstanding balance for a particular time period. This is reviewed on a regular basis by the Billing Expert to insure all calls are being pursued for payment.
- **Aging Report** (detail and summary). List of patients outstanding balances aged according to date selected.
- **Accounts Receivable Balance Report.** This is a summary report of daily transactions (charge, credits and refunds) with accumulative totals to month and year end.
- **MN Care Tax Report.** This is a quarterly report listing the credits received to determine the Minnesota Care Tax for filling as required.

## **Fees**

Unlike most billing agencies who charge on a percentage collected basis, Expert T Billing and Advantage Billing Concepts charges a flat fee per transport billed. We feel this is more appropriate since we provide the same service on each and every transport billed, regardless of the charge.

## **Experienced Staff**

Expert T Billing has 18 full-time employees, including 5 with over 15 years of experience! The staff members are dedicated to providing exceptional customer service to our ambulance providers and their customers and patients.

## **Billing Agreement**

### **BSCHOM, INC. d/b/a Expert T Billing AND Freeport Fire Department**

This agreement for service commencing on 2017 between Freeport Fire Department (“CUSTOMER”) and BSchom, Inc., a Minnesota corporation, d/b/a Expert T Billing (“CONTRACTOR”) shall specify the billing services the CONTRACTOR will provide to the CUSTOMER.

#### **1. CONTRACTOR SERVICES AND OBLIGATIONS**

1.1 The CONTRACTOR agrees to provide and furnish billing services for the accounts receivable of the CUSTOMER as follows:

- 1.1.1 Preparation of initial and monthly statements for all accounts and mailing to responsible parties.
- 1.1.2 Submitting claims to all insurance companies, including Medicare, Medicaid, VA and other insurance providers as necessary.
- 1.1.3 Processing and assisting individuals with accounts and with third party insurance payments (private insurance) in order to coordinate payment to the CUSTOMER.
- 1.1.4 Issue up to three (3) billing statements on each account.
- 1.1.5 Issue delinquent account letters on all accounts that have not had payment activity for 120 days.
- 1.1.6 Perform telephone follow-up calls on accounts to patients, medical providers, insurance carriers, or other facilitators to ensure reasonable collection efforts have been attempted. This would include the use of internet resources when applicable.
- 1.1.7 Per CUSTOMER authorization or directive, refer to a designated collection agency or law firm delinquent accounts which have failed to have payment activity after the delinquent account letter was mailed.
- 1.1.8 Furnish to the CUSTOMER a monthly accounting of all charges and revenue statements handled during the month as well as other billing system reports.
- 1.1.9 Respond to inquiries from individuals who have received services which are related to their accounts and balances due.
- 1.1.10 Forward complaints and all pertinent written comments received regarding the CUSTOMER to the CUSTOMER’S designee.

- 1.1.11 Retain possession of a back-up billing software program at a secure off-site location.
- 1.1.12 Perform and maintain a computer back-up of accounts receivable records on a daily basis.
- 1.1.13 At the termination of this agreement, return to the CUSTOMER all accounts receivable records and billing information as provided by the CUSTOMER over the course of the billing agreement(s).
- 1.1.14 Train and, where required, license CONTRACTOR personnel to provide services hereunder and to provide such services in accordance with all applicable laws, ordinances, regulations and rules of federal, state and local authority. CONTRACTOR will obtain all necessary certificates, permits and licenses at CONTRACTOR'S sole expense and, upon request, provide the CUSTOMER with evidence thereof.

**2. CUSTOMER OBLIGATIONS**

- 2.1 The CUSTOMER agrees to provide and furnish the CONTRACTOR the following:
  - 2.1.1 Information required by the CONTRACTOR to properly bill the accounts. Information shall be in the form of legible paper Reports (billing sheets).
  - 2.1.2 Information that is necessary regarding collection for accounts that remain delinquent after the CONTRACTOR has provided billing services.
  - 2.1.3 Payment as required under Article Three of this agreement.

**3. PAYMENT FOR SERVICES**

- 3.1 The CUSTOMER agrees to pay for services performed by the CONTRACTOR at the rate of **\$27.00** per each billable Fire Call or extrication provided by CUSTOMER to CONTRACTOR. Pricing will be reviewed and potentially adjusted every 2 years.
- 3.2 The CONTRACTOR shall invoice the CUSTOMER on a monthly basis for services rendered and payment of each invoice shall be due within 30 days of the date of the invoice.

**4. TERM, DEFAULT, AND TERMINATION**

- 4.1 This agreement shall be effective on the date first mentioned above and shall extend through and include December 31, 2021 unless terminated prior to that date pursuant to this Article Four.

- 4.2 If any one or more of the following occurs: (1) a payment due from CUSTOMER to CONTRACTOR shall be and remain unpaid in whole or in part for more than sixty (60) days after same is due and payable; (2) CUSTOMER shall violate or default on any of the other covenant agreements, stipulations or conditions herein and such violation or default shall continue for a period of ten (10) days after written notice from CONTRACTOR of such violation or default; then it shall be optional for CONTRACTOR, without further demand or notice, to terminate this agreement and the said term ended and CONTRACTOR shall not be liable for damages by reason of such termination; but notwithstanding termination by CONTRACTOR, the liability of CUSTOMER for the payments provided herein shall not be relinquished or extinguished for the services provided prior to termination. CUSTOMER shall be responsible for, in addition to the payments agreed to be paid hereunder, reasonable attorneys' fees and costs incurred by CONTRACTOR to enforce the provisions of this Agreement or to collect the payments due CONTRACTOR hereunder.
- 4.3 Each right or remedy of CONTRACTOR provided for in this agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this agreement now or hereafter existing at law or in equity or by statute or otherwise.
- 4.4 CONTRACTOR shall not be deemed to be in default under this agreement until CUSTOMER has given CONTRACTOR written notice specifying the nature of the default and CONTRACTOR does not cure such default within (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such a character as to reasonably require more than thirty (30) days to cure.
- 4.5 CUSTOMER or CONTRACTOR may terminate this agreement for any reason upon 60 days written notice, at which time all outstanding payments due from CUSTOMER to CONTRACTOR shall become immediately due and payable.

## **5. INDEMNIFICATION**

- 5.1 Each party agrees that it shall protect, indemnify and hold harmless from and against all liabilities, actions, damages, claims, demands, judgment, losses, costs, expenses, suits or actions and attorneys' fees, and shall defend the other in any suit, including appeals, for loss or damage to property caused by the negligent acts or omissions of the indemnifying party, its agents or employees, in connection with or as a result of this agreement, the performance of either party's obligations hereunder or the performance of services governed by this agreement. Neither party shall be required to reimburse, defend or indemnify the other party for loss or claim due to the negligence of such other party. In case of joint or concurrent negligence of the parties giving rise to a loss or claim against either one or both, each shall have full rights of contribution against the other.
- 5.2 Each party shall promptly notify the other party of the assertion of any claim against which the party is indemnified by the other party.

**6. GENERAL PROVISIONS**

- 6.1 Nothing in this agreement is intended or shall be construed to create an employer - employee relationship, a partnership, a joint venture, or a lessor-lessee relationship between the parties.
- 6.2 Each party understands and agrees that it is responsible for payment of the wages, salaries and benefits of its own employees and that the other party shall not pay or withhold any sums for income tax, unemployment insurance, workers compensation premiums, social security or any other withholding required by law or any other agreement.
- 6.3 This agreement shall be interpreted, construed and governed by the laws of the State of Minnesota.
- 6.4 This agreement may be amended or modified only in writing and signed by both parties.
- 6.5 This agreement constitutes the entire agreement between the parties and shall bind and inure to the benefit of the CUSTOMER and the CONTRACTOR and their respective successors and assigns.
- 6.6 This agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute only one agreement.
- 6.7 Any notice required or permitted under this agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to CONTRACTOR to:  
**Expert T. Billing**  
**Attention: Bill Schommer**  
400 Third Street  
Farmington, MN 55024

If to CUSTOMER to:  
**Freeport Fire Department**

CONTRACTOR and CUSTOMER shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

- 6.8 If any term or provision of this agreement shall to any extent be held invalid or unenforceable, the remainder shall not be affected thereby, and each other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law. No receipts or acceptance by CONTRACTOR from