

APPLICATION # 1  
 FROM TO  
 7/30/2018 10/12/2018

OWNER: City of Freeport Minnesota  
 CONTRACTOR: Worms Lumber & Ready Mix, Inc.  
 ENGINEER: S.E.H. # Freep G09  
 PROJECT: Industrial Drive Cul-De-Sac Paving

ITEM:	QUANTITY	UNIT	DESCRIPTION	UNIT COST	SCHEDULED VALUE	PREVIOUS APPLIED	WORK IN PLACE	STORED MATERIALS	TOTAL TO DATE	PERCENT COMPLETE
1	313	LIN FT	6" Foam Expansion Joint w/Adhesive at curb	\$1.40	\$438.20	\$0.00	\$ 438.20		\$438.20	100%
2	96	CU YD	Salvage & Stockpile Excess Gravel	\$12.00	\$1,152.00	\$0.00	\$ 1,152.00		\$1,152.00	100%
3	1	LUMP SUM	Regrade & Compact Gravel Subgrade	\$1,200.00	\$1,200.00	\$0.00	\$ 1,200.00		\$1,200.00	100%
4	7880	SQ FT	8" Concrete Pavement	\$5.18	\$40,818.40	\$0.00	\$ 40,818.40		\$40,818.40	100%
5	555	EACH	2' Dowel Bar (2' Spacing)	\$5.85	\$3,246.75	\$0.00	\$ 3,246.75		\$3,246.75	100%
6	313	LIN FT	Expansion Joint Sealant (SL Silicone)	\$2.96	\$926.48	\$0.00	\$ 926.48		\$926.48	100%
<b>TOTALS CONTRACT</b>					<b>\$47,781.83</b>	<b>\$0.00</b>	<b>\$47,781.83</b>	<b>\$ -</b>	<b>\$47,781.83</b>	<b>100%</b>

**Letter of Transmittal 2**

**Client:** Worms Lumber & Ready Mix  
**Project:** Concrete Cylinder Breaks - Freeport

**Project No:** B1810025

**Date:** October 05, 2018

Braun Intertec Corporation  
3900 Roosevelt Road, Suite 113  
Saint Cloud, MN 56301

**To:** Carl Worms  
Worms Lumber & Ready Mix  
PO Box 119  
New Munich, MN 56356

**Phone:**  
**Email:** carl@wormsreadymix.com

**Re:** PO Box 119, New Munich, MN 56356

Documents Sent	Comments
Concrete Tests	Sets 2-3, 7-day
<b>Copy List</b>	

**Contact Information:**

Sent By: Laurie Larsen  
Email: llarsen@braunintertec.com  
Phone: (320) 253-9940

# Compressive Strength of Concrete

Test Method: ASTM C39

Report Date: 10/4/2018  
Sample: 211277

3900 Roosevelt Road  
Suite 113  
Saint Cloud, MN 56301  
Phone: 320-253-9940

**Client:**  
Worms Lumber & Ready Mix  
PO Box 119  
New Munich, MN 56356

**Project:**  
B1810025  
Concrete Cylinder Breaks - Freeport  
PO Box 119  
New Munich, MN 56356

### Sample Details

<b>Set #:</b>	2	<b>Technician:</b>	Kluempke, Keith	<b>Batched:</b>	
<b>Specimen Size:</b>	6" X 12"	<b>Cast By:</b>	Client	<b>Sampled:</b>	
<b>Specimens In Set:</b>	3	<b>Date Cast:</b>	09/26/18	<b>Cast:</b>	00:00 CDT
<b>Truck / Ticket #:</b>		<b>Sampled From:</b>		<b>Truck Empty:</b>	
<b>Contractor:</b>	Worm's Ready Mix	<b>Placement Method:</b>		<b>Placement Time:</b>	

### Location

<b>Placement Location:</b>	Paving -
<b>Location Details:</b>	Not Given

### Batch Log

<b>Supplier:</b>	Worms Ready Mix	<b>Strength:</b>	4500 (psi)
<b>On-Site Admixtures:</b>	None		

### Specifications

### Field Measurements

<b>Weather:</b>		<b>Slump (in):</b>	4 (ASTM C143)	<b>Plastic Unit Weight:</b>	
<b>Air Temperature (F):</b>		<b>Concrete Temp (F):</b>	60 (ASTM C1064)	<b>Air Content:</b>	5.5 (ASTM C231)
				<b>Load Volume:</b>	

### Lab Test Results

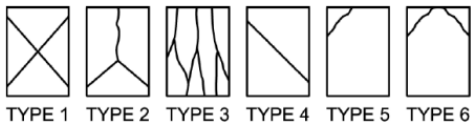
**Testing Lab:** Bloomington, 11001 Hampshire Ave S, Bloomington, MN, 55438

Specimen Number	Test Age Days	Test Date	Field / Lab Cure Days	Average Cylinder Diameter (in)	Cylinder Area (in <sup>2</sup> )	Max Load (lbs)	Strength (psi)	Fracture Type	Break Remark	Capping Method
2-1	7	10/03/18	1 / 6	6.00	28.27	114,333	4,040	3	1A	N
2-2	28	10/24/18	1 / 27							
2-3	28	10/24/18	1 / 27							

**Test Age Average Strengths (psi):** 7 Day - 4040

### Capping Methods

<b>1A:</b> The test result is for informational purposes.	<b>N:</b> ASTM C1231, Unbonded Caps
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Aaron Tast  
10/04/2018

# Compressive Strength of Concrete

Test Method: ASTM C39

Report Date: 10/5/2018

Sample: 212226

3900 Roosevelt Road  
Suite 113  
Saint Cloud, MN 56301  
Phone: 320-253-9940

**Client:**  
Worms Lumber & Ready Mix  
PO Box 119  
New Munich, MN 56356

**Project:**  
B1810025  
Concrete Cylinder Breaks - Freeport  
PO Box 119  
New Munich, MN 56356

Sample Details			
<b>Set #:</b>	3	<b>Technician:</b>	Kluempke, Keith
<b>Specimen Size:</b>	6" X 12"	<b>Cast By:</b>	Client
<b>Specimens In Set:</b>	4	<b>Date Cast:</b>	09/28/18
<b>Truck / Ticket #:</b>		<b>Sampled From:</b>	
<b>Contractor:</b>	Worms Ready Mix	<b>Placement Method:</b>	
<b>Batched:</b>		<b>Cast:</b>	00:00 CDT
<b>Sampled:</b>		<b>Truck Empty:</b>	
<b>Placement Time:</b>			

Location	
<b>Placement Location:</b>	Paving -
<b>Location Details:</b>	Not given

Batch Log	Specifications
<b>Supplier:</b> Worms Ready Mix	<b>Strength:</b> 4500 (psi)
<b>On-Site Admixtures:</b> None	

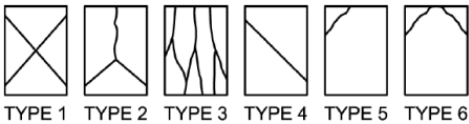
Field Measurements			
<b>Weather:</b>	<b>Slump (in):</b> 3 (ASTM C143)	<b>Plastic Unit Weight:</b>	
<b>Air Temperature (F):</b>	<b>Concrete Temp (F):</b> 64 (ASTM C1064)	<b>Air Content:</b> 6.4 (ASTM C231)	
		<b>Load Volume:</b>	

Lab Test Results										
<b>Testing Lab:</b> Bloomington, 11001 Hampshire Ave S, Bloomington, MN, 55438										

Specimen Number	Test Age Days	Test Date	Field / Lab Cure Days	Average Cylinder Diameter (in)	Cylinder Area (in <sup>2</sup> )	Max Load (lbs)	Strength (psi)	Fracture Type	Break Remark	Capping Method
3-1	7	10/05/18	4 / 3	6.00	28.27	123,362	4,360	5	1A	N
3-2	28	10/26/18	4 / 24							
3-3	28	10/26/18	4 / 24							
3-4	35 H	11/02/18	4 / 31							

**Test Age Average Strengths (psi): 7 Day - 4360**

Capping Methods									
<b>1A:</b> The test result is for informational purposes.									
<b>Tested By:</b> Joel Sween (1)									
<b>N:</b> ASTM C1231, Unbonded Caps									



Aaron Tast  
10/05/2018

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

300 Riverside Avenue NW

Melrose, Minnesota 56352

Telephone (320) 256-4205

Fax (320) 256-7201

October 24, 2018

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, 2018 through October 24, 2018, we have given significant attention the following projects on behalf of the City of Freeport.

- Rental Housing Ordinance  
Revised draft of proposed ordinance for to incorporate comments and recommendations from City Council.
- Loehrer Nuisance  
Attended court hearing and obtained order enforcing Council's abatement order. Served court's order on Loehrer.
- Xcel Franchise Renewal  
Discussed revisions to proposed franchise renewal with Xcel. Xcel will continue to review franchise renewal with proposed changes to terms of agreement.

Respectfully submitted,  
Dymoke Law Office, P.A.

*Scott E. Dymoke*  
by Scott E. Dymoke

# Memo

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From: Adrianna Hennen, Clerk-Treasurer and Joan Wall, Deputy Treasurer

To: Freeport City Council

Date: 10/23/18

Re: 2019 Budget Items

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Below are a few items that staff would like the council to make decisions on:

1. Maintenance Assistant Wages. At the last council meeting it was brought up to consider increasing Elfering's maintenance assistant wages. Right now he makes \$10/hour for all duties, excluding snow plowing which he gets \$15/hour. During a discussion between staff and Elfering it was thought about having 3 different wages for all maintenance assistant employees.

a. Wage 1 – Grass cutting: would remain at \$10/hour

b. Wage 2 – All other maintenance duties: increases to council's choice (ex: \$12/hour)

c. Wage 3 – Snow plowing: would remain at \$15/hour

When speaking with Elfering he thought this would be a fair breakdown.

2. Public Works Cellphone. Currently the Public Works cellphone is not meeting the needs of the Public Works department. Presently the phone only has calling/receiving call capabilities. The phone is not able to text, send pictures or have internet capabilities. All three of those items are important to the Public Works department. For examples, vendors want pictures of product sent to them; Goebel currently has to do that from his personal phone. Goebel will take pictures of public nuisances, but has to use his personal phone so he can send them to Hennen to keep record or make prints. Also with our SCADA system, if Goebel wants to check in from a remote location (not at City Hall) he needs internet access, which he currently has to use from his personal phone. I think council should consider these concerns and determine the best solution for the City.

3. Experienced Officials: 2019 Leadership Conference. This conference for experienced city council members is offered in Plymouth or Brainerd in February. Should we budget for any of our experienced city council members to attend? The estimated registration fee is \$250 per person, plus we would need to budget for hotel and mileage costs.

4. Property Tax Levy. Because the City received \$93,000 from Xcel for the easement, we have the option to decrease the levy for the Industrial Park bond. We could decrease the levy for 2019 or for future years or both. Decreasing the Industrial Park levy would mean we could increase the General Fund levy as long as the total levy for all funds is not more than the preliminary levy approved in September. The next two pages show schedules that will help with this discussion.

**\$1,200,000 G.O. Improvement Crossover Refunding Bonds of 2012A - Fund #331 (Refunded 2006A Industrial Park - Fund #330)**

	Debt Service		Special Assessments			Property Taxes		Transfer of Accumulated TIF	Other Sources	Other Uses	Transfers	Interest Earnings 0.5%	Annual Surplus (Deficit)	Cumulative Cash/Fund Balance	
	Principal	Interest	Prepayments	Principal	Interest	Variance	Levy								Variance
2009														0.00	
2010	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2011	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2012	0.00	(10,358.75)	0.00	0.00	0.00	0.00	0.00	0.00	10,358.75	0.00	0.00	0.00	0.00	0.00	
2013	0.00	(20,717.50)	0.00	0.00	0.00	0.00	0.00	0.00	20,717.50	0.00	0.00	0.00	0.00	0.00	
2014	0.00	(20,717.50)	0.00	0.00	0.00	0.00	0.00	0.00	10,358.75	0.00	10,358.75	0.00	0.00	0.00	
2015	(20,000.00)	(20,602.50)	0.00	0.00	0.00	0.00	<b>70,000.00</b>	(648.28)	0.00	0.00	(495.00)	421,754.98	3,313.04	453,322.24	
2016	(160,000.00)	(19,567.50)	0.00	0.00	0.00	0.00	<b>90,000.00</b>	(817.42)	0.00	0.00	(495.00)	0.00	2,538.36	(88,341.56)	364,980.68
2017	(160,000.00)	(17,567.50)	0.00	21,666.24	0.00	0.00	<b>95,000.00</b>	(384.05)	0.00	0.00	(495.00)	0.00	2,150.00	(59,630.31)	305,350.37
2018	(165,000.00)	(15,208.75)	0.00	0.00	0.00	0.00	<b>100,000.00</b>	0.00	0.00	0.00	(495.00)	93,000.00	1,167.87	13,464.12	318,814.49
2019	(170,000.00)	(12,442.50)	0.00	0.00	0.00	0.00	<b>105,000.00</b>	0.00	0.00	0.00	(495.00)	0.00	1,399.23	(76,538.27)	242,276.22
2020	(170,000.00)	(9,340.00)	0.00	0.00	0.00	0.00	<b>110,000.00</b>	0.00	0.00	0.00	(495.00)	0.00	1,036.79	(68,798.21)	173,478.01
2021	(175,000.00)	(5,887.50)	0.00	0.00	0.00	0.00	<b>125,000.00</b>	0.00	0.00	0.00	(495.00)	0.00	726.43	(55,656.07)	117,821.94
2022	(180,000.00)	(2,025.00)	0.00	0.00	0.00	0.00	<b>190,000.00</b>	0.00	0.00	0.00	(495.00)	0.00	607.81	8,087.81	125,909.75
2023	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00	629.55	629.55	126,539.30
	(1,200,000.00)	(154,435.00)	0.00	21,666.24	0.00	0.00	885,000.00	(1,849.75)	0.00	41,435.00	(3,960.00)	525,113.73	13,569.08	126,539.30	

Note: 2012A bonds crossover refunded \$1,125,000 of 2006A bonds on 02/01/14 (\$135,000 of 2006A bonds payable 02/01/15 were not refunded)  
 Other sources for 2012-2014 are crossover escrow payments  
 Deferred assessments of \$636,762.49 existed at 12/31/06  
 Transfer in of \$421,754.98 in 2015 was made to close the 2006 bonds fund to the 2012A bonds fund  
 2017 \$21,666.24 assessment revenue is from Industrial Park lot sale  
 2018 \$93,000 transfer in was from Xcel for power line easement

City of Freeport  
Projected Future Property Tax Levies

Levy	Project	Fund Number	Actual Pay 2010	Actual Pay 2011	Actual Pay 2012	Actual Pay 2013	Actual Pay 2014	Actual Pay 2015	Actual Pay 2016	Actual Pay 2017	Actual Pay 2018	Hypothetical Pay 2019	Hypothetical Pay 2020	Hypothetical Pay 2021	Hypothetical Pay 2022	Hypothetical Pay 2023	Hypothetical Pay 2024	Hypothetical Pay 2025
General	General operations		189,000	205,768	205,768	230,000	225,000	193,000	238,500	246,800	260,000	300,000	280,000	285,000	290,000	295,000	300,000	305,000
EDA	EDA operations		10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	12,000	10,000	10,000	10,000	10,000	10,000	10,000
<u>Debt Service Levies:</u>																		
1999 G.O. Improvement Bonds	Welle	310	30,500	30,500	33,000	33,000												
2002 G.O. Improvement Bonds	EDA/Industrial Park	315	0	0	0	0	12,500	12,500										
2003 G.O. Improvement Bonds	3rd St. NE, 7th St. SW, 7th St. SE	320	49,000	49,000	49,000	51,000	52,000											
2005 G.O. Improvement Bonds	Main Street	325	79,000	79,000	43,000	66,000	98,000	80,000										
2013 G.O. Refunding Bonds	Main Street - Refinancing	326	0	0	0	0	0	0	92,500	93,500	94,500	95,500	96,500	87,500	0	0	0	0
2006 G.O. Improvement Bonds	Industrial Park	330	0	0	0	0	0	0										
2012 G.O. Refunding Bonds	Industrial Park - Refinancing	331	0	0	0	0	0	70,000	90,000	95,000	100,000	105,000	110,000	125,000	190,000	0		
			158,500	158,500	125,000	150,000	162,500	162,500	182,500	188,500	194,500	200,500	206,500	212,500	190,000	0	0	0
Projected Future Property Tax Levies			357,500	374,268	340,768	390,000	397,500	365,500	431,000	445,300	464,500	512,500	496,500	507,500	490,000	305,000	310,000	315,000
Change in General Levy				8.9%	0.0%	11.8%	-2.2%	-14.2%	23.6%	3.5%	5.3%	15.4%	-6.7%	1.8%	1.8%	1.7%	1.7%	1.7%
Change in EDA Levy				0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	20.0%	-16.7%	0.0%	0.0%	0.0%	0.0%	0.0%
Change in Debt Service Levies				0.0%	-21.1%	20.0%	8.3%	0.0%	12.3%	3.3%	3.2%	3.1%	3.0%	2.9%	-10.6%	-100.0%	#DIV/0!	#DIV/0!
Change in Total Levies				4.7%	-9.0%	14.4%	1.9%	-8.1%	17.9%	3.3%	4.3%	10.3%	-3.1%	2.2%	-3.4%	-37.8%	1.6%	1.6%
									Tax rate (Final budget)	80.0%	80.5%	78.6%						
									Tax rate (Prelim)	77.5%	84.9%	81.1%	82.4%					
									Net tax capacity (@ final budget)	538,868	553,309	591,205						
									Net tax capacity (Prelim)	538,868	553,402	591,530	622,239					



# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 10/22/18

Re: Charlie's Café Grease Trap

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The EDA passed a motion recommending to the city council, not to spend any city dollars on the Charlie's Café grease trap.

They stated that it is a direct benefit to Charlie's Café if Jesse installs it and that should be enough of an incentive to do it himself. The city cannot force him to do it so and they did not know to explain spending tax payer dollars on equipment that goes directly into a business.

# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 10/22/18

Re: Rental Housing

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Following is an updated version of the Rental Housing ordinance. Scott updated it after the last meeting and hearing some of council's requests.

1  
2 **PROPOSED ORDINANCE REGULATING RENTAL HOUSING**  
3 **WITHIN THE CITY OF FREEPORT, MINNESOTA**  
4

5 **Section 1. Purpose.** This Ordinance’s purpose is to protect the public health, safety, and general  
6 welfare of the citizens of the City of Freeport. The general objectives include the following:

- 7
- 8 a. to protect the character and stability of residential areas within the City,
  - 9
  - 10 b. to correct and prevent housing conditions that adversely effect, or are likely to adversely effect,  
11 the life, safety, general welfare, and health, including physical, mental, and social well-being of  
12 persons occupying dwellings within the City, and
  - 13
  - 14 c. to preserve the value of land and buildings throughout the City.
  - 15

16 **Section 2. City not an Arbiter.** With respect to rental disputes, and except as otherwise specifically  
17 provided in this ordinance, the City Council does not intend on intruding upon fair and accepted  
18 contractual relationships between tenants and owners. The City Council does not intend to interfere  
19 or permit interference with legal rights to privacy. The City Council does not intend to intervene as  
20 an advocate of either party, nor to act as an arbiter, nor to be receptive to complaints from tenants or  
21 owners that are not specifically and clearly relevant to this ordinance’s provisions. In the absence of  
22 such relevancy, the City Council intends that contracting parties exercise any legal sanctions available  
23 to them without the City Council’s intervention.  
24

25 **Section 3. General Requirements.** No person shall operate rental property in the City of Freeport  
26 that does not comply with Minnesota Statutes and the Freeport City Code.  
27

28 **Section 4. Licensing of Rental Units.**

- 29
- 30 a. Registration. No person shall operate rental property in the City without first filing a registration  
31 statement with the City Clerk and securing a valid rental license ~~from approved by~~ the City

1 Council. A child renting a dwelling unit owned by the child to their parent, and a parent renting  
2 a dwelling unit owned by the parent to their child shall be exempt from the requirement to  
3 obtain a rental license. Any person filing such a registration statement consents to be bound by  
4 all of the provisions of this chapter and the City Code, as they may relate to rental property. A  
5 registration statement shall be filed and a rental license secured prior to the occupancy of the  
6 dwelling. The registration statement shall be made and filed on forms furnished by the City for  
7 the purpose and shall set forth the following information:

- 8
- 9 1. owner's name and residence and, if a corporation, partnership, or unincorporated  
10 association, the names of its officers and registered office. All owners must be listed, and  
11 if a corporation, partnership, or unincorporated association, the name and address of every  
12 person with a financial interest in the business.-
- 13
- 14 2. rental property's name and address and the number of units to which the registration applies.
- 15
- 16 3. arrests or convictions for any crime or the violation of any city ordinances, for every person  
17 with a financial interest in the business, and if so, information pertaining thereto.
- 18
- 19 3. name and address of the operator, caretaker, or manager responsible for the maintenance  
20 and care of the rental units.
- 21
- 22 5. arrests or convictions for any crime or the violation of any city ordinances, for every  
23 operator, caretaker, or manager, and if so, information pertaining thereto.
- 24
- 25 4. name and address of the owner's agent for the receipt of notices of violations of the  
26 provisions of these regulations and this code.
- 27
- 28 7. Plan for providing off-street parking in compliance with these regulations.
- 29
- 30 5. any other information the City may require.
- 31

- 1 b. Registration Statement Execution. The registration shall be made by the owner if the owner is a  
2 natural person; if the owner is a corporation, by an officer; if the owner is a partnership, by one  
3 of the partners; and if the owner is an unincorporated association, by the manager or managing  
4 officer. Renewal of registrations as required by these regulations may be made by filling out  
5 the required renewal form provided by the City to the owner of rental property and mailing the  
6 form together with the required registration fee to the City Clerk.  
7
- 8 c. Registrations. Registration of all rental dwellings shall be made or renewed ~~every three years~~  
9 ~~pursuant to a schedule adopted by the City Council~~ annually.  
10
- 11 d. Transfers. Every new owner of a rental property, whether as fee owner, contract purchaser,  
12 lessee of the entire dwelling, or otherwise, shall register before taking possession.  
13
- 14 e. Registration License Fee. The City Council shall adopt a schedule of registration fees.  
15 Registration fees shall be due upon registration or upon renewal on the first day of January in  
16 the year in which registration is due. A delinquency penalty of 5% of the license fee for each  
17 day of operation without a valid license shall be charged to owners of rental dwellings. Once  
18 issued a license is nontransferable and the licensee shall not be entitled to a refund on any license  
19 fee upon revocation or suspension. However, the licensee shall be entitled to a license fee  
20 refund, pro-rated monthly, upon proof of transfer of ownership. In the case of new unlicensed  
21 dwellings, license fees shall be due upon the issuance of the certificate of occupancy; in the  
22 cases of licensing periods of less than three years, license fees shall be pro-rated by month.  
23
- 24 f. Inspection Condition. No operating license shall be issued or renewed unless the owner of rental  
25 units agrees in the registration statement to permit inspections pursuant to these regulations.  
26
- 27 g. Delinquent taxes and charges. No operating license shall be issued or renewed for any property  
28 on which taxes, assessments, utilities, or other financial claims of the City are delinquent and  
29 unpaid.  
30

1 g. Posting of License. Every license of a multiple family dwelling shall cause to be conspicuously  
2 posted in the main entryway or other conspicuous location therein the current license for the  
3 respective multiple family dwelling.

4  
5 h. License Not Transferable. No operating license shall be transferable to another person or to  
6 another rental dwelling. Every person holding an operating license shall give notice in writing  
7 to the City within 72 hours after having legally transferred or otherwise disposed of the legal  
8 control of any licensed rental dwelling. Such notice shall include the name and address of the  
9 person succeeding to the ownership or control of such rental dwelling.

10  
11 i. Occupancy Register Required.

12  
13 1. Every owner of a licensed rental dwelling shall keep, or cause to be kept, a current register  
14 of occupancy for each dwelling which provides the following information:

15  
16 i. dwelling unit address;

17  
18 ii. number of bedrooms in dwelling unit;

19  
20 iii. names of adult occupants and number of adults and children (under 18 years of age)  
21 currently occupying the dwelling units;

22  
23 2. The Owner shall make the register available for viewing or copying by the City at all  
24 reasonable times.

25  
26 j. Off-Street Parking Required. One off-street parking space is required for each individual  
27 occupying a dwelling unit.

28  
29 **Section 5. Suspension or Revocation.** Every rental license is subject to suspension or revocation by  
30 the City Council. Failure to operate or maintain the licensed rental dwelling in compliance with the  
31 provisions of these regulations, the City Code, and the laws of the State of Minnesota shall be grounds

1 for suspension or revocation. In the event that a rental license is suspended or revoked by the City  
2 Council, it shall be unlawful for the owner to permit any new occupancies of vacant or thereafter  
3 vacated rental units until a rental license is restored.

4  
5 a. When a rental license is revoked or suspended, the property shall be vacated as of the effective  
6 date of the revocation or suspension and remain vacated until restoration of the license. In the  
7 case of a suspension, restoration shall occur automatically at the end of the suspension period.  
8 In the case of revocation, restoration of the license shall occur only after the owner of the  
9 premises has made application for a new license, and paid a new license fee. The new license  
10 may then be issued upon completion of the revocation period.

11  
12 b. No suspension or revocation of a rental license shall occur until the licensed owner has been  
13 afforded an opportunity for a hearing. This hearing shall be evidentiary in nature and conducted  
14 before the City Council, which shall determine if a violation occurred warranting revocation or  
15 suspension of the rental license. The determination of the City Council shall be final and subject  
16 only to any rights of review or appeal to the state courts as provided by State Statutes. The  
17 licensed owner must affirmatively request a hearing in writing to be received by the City Clerk  
18 no later than seven days prior to the date on which the City Council is to consider the matter. If  
19 request is not made, the right to an evidentiary hearing is deemed waived, the City Council may  
20 presume the truth, and accuracy of the matter alleged and proceed to disposition at the time of  
21 the hearing.

22  
23 c. If the City Council determines that a violation has occurred warranting suspension or  
24 revocation, the rental license shall be suspended or revoked for a period of not less than two  
25 months nor more than 12 months. Execution of the suspension or revocation may be stayed by  
26 the City Council on conditions as established by the City Council including, but not limited to,  
27 the payment of a civil penalty not to exceed \$1,000. Upon the completion of one-half of the  
28 period of revocation or suspension imposed by the City Council, the licensed owner may  
29 petition the City Council for early restoration of the rental license. Upon receipt of the petition,  
30 the licensed owner's request shall be heard by the City Council at the next regular scheduled  
31 meeting, but at least 10 days from receipt of the request. At that time, the City Council may

1 order a restoration of the rental license if the licensed owner establishes by clear and convincing  
2 evidence that one of the following two circumstances then exist:

- 3  
4 1. the property has been sold since the occurrence of the original violation to a party unrelated to  
5 the original owner. The sale must be for a fair consideration, negotiated at arm's length, and by  
6 deed duly filed for record with the County Recorder. A sham or "paper" transfer of title to the  
7 property to a related party or another party acting in cooperation with the owner for the purpose  
8 of circumventing the license revocation shall not constitute a transfer for purposes of these  
9 regulations; or
- 10  
11 2. the licensed owner demonstrates to the City Council that a proper response to the revocation or  
12 suspension has been made, that measures have been taken to successfully correct the violation  
13 which originally resulted in suspension or revocation, and that additional steps have been taken  
14 to assure that similar violations not occur in the future. Factors to be considered by the City  
15 Council, may include: improvements and repairs to the premises; modification of the relevant  
16 lease provisions; selection of future tenants; response to citizen's complaints; provision for  
17 future supervision of the premises by the licensed owner; the licensed owner's compliance with  
18 the revocation/suspension; and such other criteria as the City Council considers relevant to each  
19 individual case.
- 20  
21 3. Where the licensed owner is able to establish by clear and convincing evidence grounds for  
22 restoration, the City Council may stay the execution of the remainder of the suspension or  
23 revocation period for a period of up to one year and place terms and conditions upon the  
24 licensed owner as may be relevant to further insure compliance with the City Code and State  
25 laws.

26  
27 **Section 6. Inspection Authority.** The Building Inspector shall administer and enforce the provisions  
28 of these Regulations. The Building Inspector is authorized to cause inspections on a scheduled basis  
29 for rental units, or otherwise when reason exists to believe that a violation of this ordinance has been  
30 or is being committed. Inspections shall be conducted during daylight hours and the Building  
31 Inspector shall present evidence of official capacity to the owner, operator, occupant, or other person



1 in charge of a respective dwelling unit.

2  
3 **Section 7. Inspection Access.** When an owner, operator, occupant, or other person in charge of a  
4 dwelling or dwelling unit refuses to permit free access and entry to the structure or premises under  
5 their control for inspection pursuant to these regulations, the Building Inspector may seek a court  
6 order authorizing inspection.

7  
8 **Section 8. Compliance Order.**

9  
10 a. Issuance. Whenever the Building Inspector determines that any dwelling, dwelling unit or  
11 rooming unit, or the premises surrounding any of these, fails to meet the provisions of this  
12 ordinance, the City Code, or state law, a Compliance Order may be issued setting forth the  
13 violations and ordering the owner, occupant, operator, or agent to correct such violation. This  
14 Compliance Order shall:

- 15  
16 1. be in writing;
- 17  
18 2. describe the location and nature of the violations of these regulations;
- 19  
20 3. establish a reasonable time for the correction of such violation and notify of appeal recourse;  
21 and
- 22  
23 4. be served upon the owner, operator, or occupant, as the case may require. Such notice shall  
24 be deemed to be properly served upon such owner, operator, or occupant, if a copy of the  
25 Order is:
  - 26  
27 i. served personally, or
  - 28  
29 ii. sent by registered mail to last known address, or
  - 30

1           iii. upon failure to effect notice as set out above, posted at a conspicuous place in or about  
2           the dwelling that is affected by the notice.

3  
4   b. Right of Appeal. When it is alleged by any person to whom a Compliance Order is directed, that  
5       such Compliance Order is based upon an erroneous interpretation of this ordinance, such person  
6       may appeal the Compliance Order to the City Council. Such appeal must be in writing, must  
7       specify the grounds for the appeal, must be accompanied by a filing fee, paid in cash or cashier's  
8       check, in an amount determined by the City Council, and must be filed with the City Clerk  
9       within five business days after service of the Compliance Order. The filing of an appeal shall  
10      stay all proceedings in furtherance of the action, unless such a stay would cause imminent peril  
11      to life, health, or property.

12  
13   c. City Council Decision. Upon at least five business days notice to the appellant of the time and  
14      place for hearing the appeal, and within 45 days after the appeal is filed, the City Council shall  
15      hold a hearing, taking into consideration any advice and recommendation from the Building  
16      Inspector. The City Council may reverse, modify, or affirm, in whole or in part, the Compliance  
17      Order and may order return of all or part of the filing fee if the appeal is upheld.

18  
19   d. Restrictions on Transfer of Ownership. It shall be unlawful for the owner of any dwelling,  
20      dwelling unit, or rooming unit upon whom a pending Compliance Order has been served to sell,  
21      transfer, mortgage, lease, or otherwise dispose of the premises to another person until the  
22      provisions of the Compliance Order have been complied with, unless such owner shall furnish  
23      to the grantee, lessee, or mortgagee a true copy of any notice of violation or Compliance Order  
24      and shall obtain and possess a receipt of acknowledgment. Anyone securing an interest in the  
25      dwelling, dwelling unit, or rooming unit who has received notice of the existence of a violation  
26      or Compliance Order shall be bound by it without further service of notice upon them and shall  
27      be liable to all penalties and procedures provided by these regulations.

28  
29   e. Penalties. Any person who fails to comply with a Compliance Order after right of appeal has  
30      expired, and any person who fails to comply with a modified Compliance Order within the time

1 set, shall be guilty of a misdemeanor. Each day of such failure to comply shall constitute a  
2 separate punishable offense.

3  
4 f. Reinspection. The Building Official shall reinspect the property to determine if the owner or  
5 operator has complied with the Compliance Order. If compliance has not been completed upon  
6 reinspection, the owner or operator shall be assessed a reinspection fee, in an amount determined  
7 by the City Council, for that reinspection and each subsequent reinspection for compliance.  
8 Failure to pay the reinspection fee shall constitute a failure to comply with the Compliance  
9 Order.

10  
11 g. Execution of Compliance Orders by Public Authority. Upon failure to comply with a  
12 Compliance Order within the time set and no appeal having been taken, or upon failure to  
13 comply with a modified Compliance Order within the time set, the City Council may cause the  
14 cited deficiency to be remedied as set forth in the Compliance Order. The cost of such remedy  
15 shall be a lien against the subject real estate as provided by Minnesota Statutes, Chapter 429,  
16 but the assessment shall be payable in a single installment.

17  
18 **Section 9. Severability.** Every section, provision, or part of this ordinance is declared separable from  
19 every other section, provision, or part to the extent that if any section, provision, or part of this  
20 ordinance shall be declared invalid or unconstitutional, it shall not invalidate any other section,  
21 provision, or part of this ordinance

22  
23 **Section 10. Collection.**

24 a. Unpaid fees, charges, or penalties that relate to the maintenance of real property under this  
25 ordinance, or to the City's enforcement thereof, may be collected as a special assessment against  
26 the real property, together with administrative and legal expenses of the City in collecting the  
27 unpaid fees, charges, or penalties.

28  
29 b. Any unpaid charges, penalties, or fees will be certified to the County Auditor in accordance  
30 with the procedures required by Minnesota Statutes, after providing the owner of the premises  
31 involved notice and an opportunity for hearing.

# Memo

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From: Adrianna Hennen, Clerk-Treasurer

To: Freeport City Council

Date: 10/22/18

Re: Unfit for Habitation

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I gave Mark Harren a copy of the ordinance to review and give his opinion on. Here is what he said:

“I think something like this would be a good tool to have to deal with some problem houses. A couple questions come to mind. 1. How are we defining “Unfit for Habitation” I know section 3 lays out some basic guidelines, but I don’t see any hard rules, and it would primarily be up to the building officials discretion to determine what is or isn’t fit for habitation. How does that come into play when the homeowner appeals? 2. How are we going to go about identifying potential uninhabitable properties? Can anyone call and say house XYZ on 123 street isn’t fit for habitation and the city needs to check out? 3. All of this sounds great, but a sign on the door isn’t going to stop anyone from walking into their house, especially considering the stereotypical violator of this ordinance. How are we going to enforce this? State law allows for the city to deal with “Hazardous Buildings” but how are we going to initially deal with forcing someone to clean up their house, or if they don’t do that forcibly remove them from the premises? Is that something the Sherriff can assist with possibly?”

Those are just some of my initial thoughts about the ordinance itself. I’m sure all of this can be worked out, giving us another tool to use when dealing with problem properties.”

I also presented this ordinance to the EDA. They recommended passing something along these lines. They didn’t necessarily think that it had to be an item sought after, but something, that when a situation arises; the City has something that they can use to enforce.

1  
2  
3 **PROPOSED ORDINANCE REGULATING HOUSING**  
4 **UNFIT FOR HUMAN HABITATION WITHIN**  
5 **THE CITY OF FREEPORT, MINNESOTA**  
6

7 **Section 1. Purpose.** This Ordinance’s purpose is to protect the public health, safety, and general  
8 welfare of the citizens of the City of Freeport. The general objectives include the following:  
9

- 10 a. to protect the character and stability of residential areas within the City,  
11  
12 b. to correct and prevent housing conditions that adversely effect, or are likely to adversely effect,  
13 the life, safety, general welfare, and health, including physical, mental, and social well-being of  
14 persons occupying dwellings within the City, and  
15  
16 c. to preserve the value of land and buildings throughout the City.  
17

18 **Section 2. Applicability.** Every building and its premises used in whole or in part as a home or  
19 residence for a single family or person, and every building used in whole or in part as a home or  
20 residence of two or more persons or families living in separate units shall conform to this Ordinance,  
21 irrespective of when the building may have been constructed, altered, or repaired.  
22

23 **Section 3. Unfitness for Human Habitation.**  
24

- 25 a. Any dwelling, dwelling unit, or rooming unit which is damaged, decayed, dilapidated,  
26 unsanitary, unsafe, vermin or rodent infested, or which lacks provision for basic illumination,  
27 ventilation, or sanitary facilities to the extent that the defects create a hazard to the health, safety,  
28 or welfare of the occupants or the public may be declared unfit for human habitation.  
29  
30 b. Whenever any dwelling, dwelling unit, or rooming unit has been declared unfit for human  
31 habitation, the Building Inspector shall order the premises vacated within a reasonable time and