

City of Freeport
Water USDA Reserve
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Nine Months Ended September 30, 2019 (Unaudited)

	Final Budget 2019	Year-to-Date Amount 9/30/19	Year-to-Date % of Budget 9/30/19	Variance With Final Budget
REVENUES:				
Total Revenues	0	0	N/A	0
EXPENDITURES:				
Total Expenditures	0	0	N/A	0
Excess of Revenues Over (Under) Expenditures	0	0	N/A	0
OTHER SOURCES (USES):				
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	13,867	13,867	100.0%	0
FUND BALANCES:				
January 1		83,202		
September 30		97,069		

	Balance 2018	Balance 2019
CASH:		
January 1	69,335	83,202
Increase (Decrease) in Cash	13,867	13,867
December 31, 2018/September 30, 2019	83,202	97,069

City of Freeport
Waste Water USDA Reserve
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Nine Months Ended September 30, 2019 (Unaudited)

	Final Budget 2019	Year-to-Date Amount 9/30/19	Year-to-Date % of Budget 9/30/19	Variance With Final Budget
REVENUES:				
Total Revenues	0	0	N/A	0
EXPENDITURES:				
Total Expenditures	0	0	N/A	0
Excess of Revenues Over (Under) Expenditures	0	0	N/A	0
OTHER SOURCES (USES):				
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	<u>2,800</u>	2,800	<u>100.0%</u>	<u>0</u>
FUND BALANCES:				
January 1		<u>16,800</u>		
September 30		<u><u>19,600</u></u>		

	Balance 2018	Balance 2019
CASH:		
January 1	14,000	16,800
Increase (Decrease) in Cash	2,800	2,800
December 31, 2018/September 30, 2019	<u>16,800</u>	<u>19,600</u>

Memo

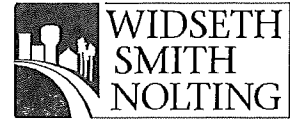
From: John Gilk, Fire Chief (compiled by Joan Wall, Clerk-Treasurer)

To: Freeport City Council

Date: 10/17/19

Re: Fire Department Report

1. The Freeport Fire Department would like to hire a different grant writer for next year. The contract follows this memo. We did not receive the FEMA grant this year.
2. Quotes for new turnout gear follow the contract from item #1. The Relief Association wants to contribute \$20,000 towards turnout gear.
3. Pumper #406 needs a \$2,600 repair to replace both leaf springs.
4. Oak Electric Service in New Munich will sell us 8 LED light fixtures for \$1,300, which is their cost. Phil Wiechmann will install at no charge. Will Council approve of this purchase?
5. The Fire Department would like to put a chevron pattern on the back of all the trucks. An estimate and a photo follow this memo. The ABATE motorcycle club will be donating toward this. We estimate the donation between \$1,000-\$2,000. Will Council approve of this purchase?
6. The Fire Department received a \$2,500 matching grant from the DNR for 2 drop tanks, a hose drying rack on wheels, and forestry hose. The Relief Association is going to pay for it so the Freeport Area Fire Service will pay nothing.



Grand Forks
3535 South 31st Street
Suite 203
Grand Forks, ND 58201-3593

701.795.1975
701.795.1978
GrandForks@wsn.us.com
WidsethSmithNolting.com

CONFIRMATION OF REQUEST FOR GRANT WRITING SERVICES

CLIENT: Freeport Fire Department **LOCATION:** Freeport, MN

SERVICE REQUESTED BY: John Gilk, Fire Chief **DATE:** October 7, 2019

PROJECT: 2019 FEMA AFG Application

DESCRIPTION OF WORK INVOLVED: Assist in the completion of FEMA Firefighter Grant Application

TIME SCHEDULE FOR SERVICES: Immediate through grant submission

ESTIMATED GRANTWRITING COSTS: WSN LABOR & EXPENSES
\$1,200.00 + Expenses

BILLING METHOD:

- Hourly
- Percentage
- Lump Sum
- Other

BILLING SCHEDULE:


- Monthly
- Phased
- Upon Completion

REMARKS: Billing to be on a lump sum plus expenses basis; General Provisions as attached apply.

WIDSETH SMITH NOLTING agrees to perform the described work as set forth above. The **CLIENT** agrees to make payment for work performed within thirty (30) days after receipt of billing.

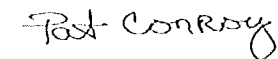
SUBMITTED:

WIDSETH SMITH NOLTING

BY: 
Greg Boppre, Vice President

APPROVED:

BY: _____
John Gilk, Fire Chief

BY: 
Pat Conroy, Funding Specialist

DATE: _____

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolling, a Minnesota Corporation, hereinafter referred to as WSN, and a CLIENT, wherein the CLIENT engages WSN to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WSN Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WSN.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WSN shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WSN have an understanding of the expected work to be performed.

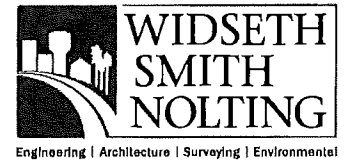
If WSN is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WSN

A. Compensation to WSN for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WSN's services shall apply to all or parts of a work scope where WSN's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on an estimated percentage of completion of WSN's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WSN's services shall apply to all or parts of a work scope where WSN's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WSN shall be paid for the actual hours worked on the Project by WSN technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WSN's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WSN to CLIENT upon which to base periodic payments to WSN.
3. In addition to the foregoing, WSN shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WSN.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WSN within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WSN in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WSN shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WSN may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WSN has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WSN shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WSN's resumption of services, the time for performance of WSN's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.



ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WSN. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WSN to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WSN under this Agreement except for payment of an amount for WSN's anticipated profit on the value of the services not performed by WSN and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WSN shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WSN or its consultants are Instruments of Service and shall remain the property of WSN or its consultants, respectively. WSN and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WSN and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WSN shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WSN shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WSN for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WSN. CLIENT shall indemnify, defend and hold harmless WSN from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WSN. This indemnity shall survive the termination of this Agreement.

Should WSN choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WSN. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WSN makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WSN to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WSN.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

- A. To permit WSN to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WSN:
1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WSN's services.
 3. Furnish, as required for performance of WSN's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
 4. Provide access to, and make all provisions for WSN to enter upon publicly or privately owned property as required to perform the work.
 5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WSN, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WSN.
 7. Give prompt written notice to WSN whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WSN's services or any defect in the work of Construction Contractor(s), Consultants or WSN.
 8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.
- If WSN encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WSN shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WSN do not include identification of asbestos or pollution, and WSN has no duty to identify or attempt to identify the same within the area of the Project.
- With respect to the foregoing, CLIENT acknowledges and agrees that WSN is not a user, handler, generator, operator, treator, storer, transporter or disposer of asbestos or pollution which may be encountered by WSN on the Project. It is further understood and agreed that services WSN will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WSN's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WSN and WSN's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, 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 asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WSN. This indemnification shall survive the termination of this Agreement.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WSN may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WSN may use any CLIENT provided information in performing its services. WSN shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WSN finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WSN shall endeavor to notify the CLIENT. However, WSN shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WSN's experience and qualifications and represent WSN's judgment as an experienced design professional. It is recognized, however, that WSN does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WSN's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WSN does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WSN to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WSN's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WSN is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WSN will not be responsible for, and CLIENT shall indemnify and hold WSN, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WSN, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WSN has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WSN may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WSN's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WSN's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WSN's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WSN's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WSN's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WSN has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WSN will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WSN's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WSN shall be entitled to compensation for Additional Services for WSN's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WSN will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WSN to become generally familiar with the Work. WSN shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WSN shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WSN shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WSN that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WSN's negligence, a required item or component of the Project is omitted from the construction documents, WSN shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WSN be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WSN shall not be required to sign any documents, no matter by who requested, that would result in WSN having to certify, guarantee or warrant the existence of conditions whose existence WSN cannot ascertain. CLIENT agrees not to make resolution of any dispute with WSN or payment of any amount due to WSN in any way contingent upon WSN signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WSN agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WSN, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WSN with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WSN shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WSN shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WSN is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WSN as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WSN or CLIENT. WSN's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WSN because of this Agreement

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WSN's services in connection with the Project shall not subject WSN's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WSN, a Minnesota corporation, and not against any of WSN's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WSN, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WSN, employees of WSN and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WSN, employees of WSN and sub-consultants, to all those named shall not exceed WSN's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WSN will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WSN. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

Pursuant to the Agreement WSN will be performing services in connection with improvements of real property and may contract with subconsultants or subcontractors as appropriate to furnish labor, skill and/or materials in the performance of the work. Accordingly, CLIENT is entitled under Minnesota law to the following Notice:

- (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for its contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave you timely notice.

Grand Forks Fire Equipment LLC

921 N 3rd St
 Grand Forks ND 58203
 800-743-6463 701-746-6463
 [fax] 701-746-6464



Estimate

Date	Estimate #
9/30/2019	2710

Name / Address
FREEPORT FIRE DEPT JOHN GILK PO BOX 151 FREEPORT MN 56331

Description	Qty	Rep	Project
		CC	
		Cost	Total
Globe G-extreme coat with new pant system, Pioneer gold, glide ice nomex nano thermal, crosstech black moisture barrier, high viz r/o comfort trim on coat, freeport lettering stitched on coat with hanging name patch, dragonhide reinforcements, trim around cuffson trousers, [down the pant not available]	25	2,595.00	64,875.00
Cairns 1044 Helmet, Deluxe Configuration, PBI/Kevlar Earlap, 4" Shield, C-TRD711431220A0A0	25	285.00	7,125.00
Cairns 1044 Helmet, Deluxe Configuration, PBI/Kevlar Earlap, Defender Shield, ESS Innerzone 2 Goggles, C-TRD71C431220A5AC	25	332.00	8,300.00
Globe Mens Supreme Leather Boot 14" Arctic Grip	25	390.00	9,750.00
Fire Craft, Phoenix Glove, Leather	50	74.00	3,700.00
Nomex/Lenzing Hood	50	21.50	1,075.00
		Total	\$94,825.00

Customer Signature _____



11897 Co. RD 87 SE
 Alexandria, MN 56308
 Phone: 800-264-2320
 Fax: 320-763-9077
 Email: orders@alexairapparatus.com
 Web Site: www.alexairapparatus.com

QUOTE

Date	Customer PO
9/24/2019	

BILL TO
Freeport Fire Department Freeport, Minnesota

SHIP TO

S.O. #	Promise Date	Terms	Sales Rep
		N30	Garrett McCain

QTY	STOCK ORDER	PART NUMBER	DESCRIPTION	PRICE (Each)	PRICE (Extended)
25	ORDER		Veridian Velocity Series Turnout Coat w/ Pioneer - Khaki	\$1,250.00	\$31,250.00
			Outershell, Crosstech Moisture Barrier, Glide Ice 2-Layer,		
			3M Comfort Trim Lime/Silver New York Hi-Vis, Thumb Tabs,		
			Semi-Bellows Pockets w/ Handwarmers & Thermal, Radio Pocket,		
			(3) Mic Tab Right, Left and Storm Flap, HD Multipurpose Clip, Glove Strap		
			"FREEPORT" Upper Back Lettering in Orange, "LAST NAME"		
			Drop Down Name Panel in Orange Letters, and Color: Khaki		
25	ORDER		Veridian Velocity Series Turnout Pant w/ Pioneer- Khaki	\$925.00	\$23,125.00
			Outershell, Crosstech Moisture Barrier, Glide Ice 2-Layer,		
			3M Comfort Triple Trim NFPA w/ Vertical Strip, Reinforced		
			Cuffs, (2) Bellows Pockets, Poly Coated Kevlar Padded Knees,		
			Intergrated Belt, Angled Cuff, H-Back Padded Suspenders,		
			and Color: Khaki		
			Color: Khaki - Trim Color: Lime/Silver - Lettering Color: Orange		
	ORDER		Upgrade to Poly Coated Kevlar Diamond Flex Knees- Per Pant	\$90.00	
	ORDER		Add GUNN Pocket to Coat - Per Coat	\$70.00	
	ORDER		Add Fallen Firefighter Flag to Coat- Per Coat	\$8.00	
			PLUS SHIPPING		

*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT FORMS WILL BE CHARGED APPLICABLE SALES TAX

*FREIGHT PREPAID & ADDED

*F.O.B SHIPPING POINT

*THIS IS NOT AN INVOICE

SHIPPING:

Tax Rate

SUB: \$54,375.00

TAX:

TOTAL: \$54,375.00

 Authorized Signature of Approval



11897 Co. RD 87 SE
 Alexandria, MN 56308
 Phone: 800-264-2320
 Fax: 320-763-9077
 Email: orders@alexairapparatus.com
 Web Site: www.alexairapparatus.com

QUOTE

Date	Customer PO
9/24/2019	

BILL TO
Freeport Fire Department Freeport, Minnesota

SHIP TO
Freeport Fire Department Freeport, Minnesota

S.O. #	Promise Date	Terms	Sales Rep
		NET 30	Garrett McCain

QTY	STOCK ORDER	PART NUMBER	DESCRIPTION	PRICE (Each)	PRICE (Extended)
			GLOVE OPTIONS		
25	ORDER	GFA-GA-1212	Veridian - Fire Armor Structural Gloves- Gauntlet	\$95.00	\$2,375.00
			OR		
	ORDER	FC-P5000	Fire Craft- Phoenix Structural Gloves- Gauntlet	\$79.00	
			HOOD OPTIONS		
25	ORDER	GORE-C6	Gore- Ultra C6 Particulate Hood- Black	\$100.00	\$2,500.00
			OR		
	ORDER		Viking Nano Particulate Hood	\$100.00	
			PLUS SHIPPING		

*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT FORMS WILL BE CHARGED APPLICABLE SALES TAX
 *FREIGHT PREPAID & ADDED
 *F.O.B SHIPPING POINT
 *THIS IS NOT AN INVOICE

SHIPPING:
 SUB: \$4,875.00
 TAX:
TOTAL: \$4,875.00

 Authorized Signature of Approval



Estimate / Work Order / PO

12820 270th Street - Saint Cloud, MN 56301
 320-493-5381 - troy@getlg.com

Account #	Date	Estimate #
	10/8/2019	6238

Name / Address
Freeport Fire Department 104 4th NW Freeport, MN 56331

Description	Qty	Rate	Total
Unit 404 Chevron install	1	1,176.00	1,176.00
Unit 406 chevron install with new board to cover diamond plate	1	830.00	830.00
Unit 408 chevron install	1	399.00	399.00
Unit 407 chevron install with new plate to cover diamond plate	1	432.00	432.00
Unit 409 chevron install_remove old reflective chevron	1	396.00	396.00

Subtotal	\$3,233.00
Sales Tax (7.375%)	\$0.00
Total	\$3,233.00



Memo

From: Joan Wall, Clerk-Treasurer

To: Freeport City Council

Date: 10/24/19

Re: Public Works Report

Loren is wondering if we can have residents put garbage cans on streets instead of alleys. Waste Management trucks are hard on alleys.

Job Duty	Date	Initial
Well, tower, pond checks	SAT 9/14/19	JL
Well, tower, pond checks	SUN 9/15/19	JL
Well, tower, lift station, pond checks, water samples, garbage	MON 9/16/19	JL / MK
Flushed sanitary lines on N side of interstate main street	"	JL / MK
Well, tower, pond checks, Flushed sanitary line N of Interstate south of Main street. Flushed storm 4th Ave SE, gopher calls	TUE 9/17/19	JL / MK
Well, tower, pond checks, sanitary lines, Flushed gate valve + worked exercised them	Wed 9/18/19	JL / MK
Well, tower, lift station, pond checks, water samples, Craig Mavs stop to check speed sign will not work will send back, County came + helped put other 3 speed signs up. gopher call	Thur 9/19/19	JL
Well, tower, pond checks, packed sign to send back, Filled out return form, garbage, shop work, started Discharge	FRI 9/20/19	JL
Well, tower, pond checks	SAT 9/21/19	JL
Well, tower, pond checks	SUN 9/22/19	JL
Well, tower, lift station, pond checks, water samples, worked on flags, gopher calls, mixed weed kill, clean lift station #2, mowed lawn, discharge	MON 9/23/19	JL / TN
Well, tower, pond checks, Fixed gate valve, Fixed basketball hoop at tennis court, got plow blade, "SAMPLE" Discharge + brought to DHA, mowed lawn	Tue 9/24/19	JL
Well, tower, pond checks, garbage, Fixed lawn mower wheel, tied basketball hoop until cement hardens, mowed lawn	Wed 9/25/19	JL / SN
Well, tower, lift station, pond checks, water samples, lawn mower wheels, water shut offs, mowed lawn	Thur 9/26/19	JL / SN
Well, tower, pond checks, mowed lawn, garbage, water meter reading, put cones + barricades out.	FRI 9/27/19	JL
Well, tower, pond checks, garbage	SAT 9/28/19	JL
Well, tower, pond checks, garbage	SUN 9/29/19	JL
Well, tower, pond checks, lift station checks, water samples	MON 9/30/19	JL
schooling	"	JL
Well, tower, pond checks, lift station cleaning by Johnson Det.	TUE 10/1/19	JL
schooling	"	JL
Well, tower, pond checks, ^{test} schooling, garbage	Wed 10/2/19	JL
Well, tower, pond checks, test transfer pond 1 & 2 to 3	Thur 10/3/19	JL
water reports, handicap parking sign ready to put up	"	JL
Well, tower, pond checks, handicap parking signs up, fixed a pole for signs, checked pond 1 & 2 to 3 shut off pond 1.	FRI 10/4/19	JL

Job Duty	Date	Initial
Well, tower, pond checks	SAT 10/15/19	YJ
Well, tower, pond checks	SUN 10/16/19	YJ
Well, tower, pond checks, lift station; Flushed hydrants, water samples	MON 10/17/19	YJ
Well, tower, pond checks, Flushed hydrants, drained & oiled	TUE 10/18/19	YJ/ME
Well, tower, pond checks, Flushed hydrants, drained & oiled	WED 10/19/19	YJ/ME
mowed lawn, tank water meter shut off, locate s, garbages	"	YJ
Well, tower, pond, lift station checks, grass to pugs, worked on electrical & hoses on plow truck, water samples	THUR 10/20/19	YJ
Well, tower, pond checks, worked on plow truck elec, hydraulics & water on at house on 2nd st SE.	FRI 10/11/19	YJ
Well, tower, pond checks	SAT 10/12/19	YJ
Well, tower, pond checks	SUN 10/13/19	YJ
Well, tower, pond, lift station checks, water samples, physical health card, plow blade at shop for hinneker w/ Jerry Mayers reports at city hall.	MON 10/14/19	YJ
Well, tower, pond checks, shop cleaning, water shut off, scan equipment, garbages.	"	YJ
Well, tower, pond checks	TUE 10/15/19	YJ
Well, tower, pond, lift station checks, water samples, flags half staff	"	YJ
Well, tower, pond checks, complaint out on road	WED 10/16/19	ME
Well, tower, pond checks, flags up.	THUR 10/17/19	YJ
Well, tower, pond checks, flags up.	FRI 10/18/19	YJ
Well, tower, pond checks	SAT 10/19/19	YJ
Well, tower, pond checks	SUN 10/20/19	YJ
Council meeting	"	YJ



Building a Better World
for All of Us®

MEMORANDUM

TO: Freeport City Council

FROM: Dave Blommel, PE (Lic. MN)

DATE: October 23, 2019

RE: Council Update
SEH No. FREEP GEN 16 14.00

Loren and I reviewed the condition of 7th Street SE based on some recent pavement failures near the intersection of 7th Street and 3rd Avenue SE. The entire roadway has block and alligator cracking, which is an advanced sign of pavement failure. Three (3) significant patches have already been placed on the roadway in the past few years, and more significant repairs are going to be required in the near future.

7th Street is a 26' wide bituminous street with ditches and no concrete curb and gutter. The street was originally paved in the late 1970's west of 3rd Avenue, and in the early 1990's east of 3rd Avenue. It does appear that an overlay may have been completed on the roadway in the past, but the date of that improvement is unknown.

There are a few options to repair the roadway due to its rural section. Reclaiming the existing bituminous pavement and repaving the roadway will likely be the most cost effective method to replace the roadway. The roadway elevation will raise by about 4" with this construction technique. The lack of driveways entering the roadway make this plan feasible. No drainage or other utility improvements would be included with this type of work.

The estimated cost of the recommended improvements is \$220,000. Soil borings should be used to confirm the organic material was removed from the road surface prior to its original construction.

I plan to attend your meeting on Tuesday and can answer questions regarding timing and cost of the improvements.

dwb/mrb

p:\fj\freep\common_council mtg\2019\2019-10-23 m council update.docx

Dymoke Law Office, P.A.
300 Riverside Avenue NW
Melrose, Minnesota 56352
Telephone (320) 256-4205
Fax (320) 256-7201

October 22, 2019

Joan Wall
City of Freeport
125 Main Street East
Freeport, MN 56331

BY ELECTRONIC MAIL

Re: Monthly Legal Report

Dear Ms. Wall:

During the period from September 17, 2019 through October 22, 2019, we have given significant attention to the following projects on behalf of the City of Freeport.

- Potential Development
Consulted with city officials and staff on potential development project.

Respectfully submitted,
Dymoke Law Office, P.A.

Scott E. Dymoke
by Scott E. Dymoke

Memo

From: Joan Wall, Clerk-Treasurer

To: Freeport City Council

Date: 10/22/19

Re: Health Insurance

Fritz Hoeschen will attend the Council meeting and go through the City's options for employee health insurance plans.

RESOLUTION 2019-10

Resolution of the City Council of Freeport, Minnesota Adopting Assessment for Unpaid Special Charges at 208 Second Avenue NW.

Whereas, pursuant to proper notice duly given as required by law, the Freeport City Council has met and heard and passed upon all objections to the proposed assessment for Unpaid Special Charges at 208 Second Avenue NW.

Now Therefore, Be It Resolved By the City Council of Freeport, Minnesota:

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the land named therein, and the tract of land therein included is hereby found to be benefited by the Special Charges for eliminating health and safety hazards in the amount of the assessment levied against it.
2. Such assessment shall be payable in one installment, the installment to be payable on or before the first Monday in January 2020, and shall bear interest at the rate of two percent (2.00%) per annum from the date of the adoption of this assessment resolution. To the installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2020.
3. The owner of the property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk-Treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and owner of the property so assessed may, at any time thereafter, pay to the City Clerk-Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The City Clerk-Treasurer shall forthwith transmit a certified duplicate of this assessment to the Stearns County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Freeport City Council on October 29, 2019.

Michael Eveslage, Mayor

Joan Wall, City Clerk-Treasurer

Assessment Roll
Unpaid Special Charges at 208 Second Avenue NW
Adopted October 29, 2019

Owner	Parcel No.	Property Address	Property Description	Assessment	w/ 2% interest to 12/31/2019	w/ 2% interest on 1/1/2020
Lakeview Loan Servicing LLC	54.32193.0000	208 2 nd Ave NW	N50' OF LT 6 & N50 OF W20' OF LT 5 BLK2 BLOCK 002 LOT 005 SubdivisionCd12 SubdivisionName TOWNSITE OF FREEPORT Section 03 Township 125 Range 032	\$450.00	\$451.53	\$459.03

Memo

From: Joan Wall, Clerk-Treasurer

To: Freeport City Council

Date: 10/22/19

Re: Accessory Structures

It was recently brought to our attention that the Council may want to consider revising the following item from the accessory structures code:

3. An accessory building unless attached to and made a part of the principal structure shall not be closer than ten (10) feet to the principal structure, unless a smaller separation is granted under a conditional use permit.

Ten (10) feet away from the principal structure seems like a larger distance than necessary. In speaking with the building inspector, anything less than three (3) feet from the principal structure would be treated as if it was attached to the principal structure. This would require additional restrictions such as a fire rated door, no windows on that side of the structure, and sheetrock. It was suggested that changing our ordinance to four (4) feet might be a good idea, as we would avoid those additional restrictions.

The existing accessory structures code is below:

500.25 R-1, Single and Two-Family Residence District Subd.6 Lot, Yard, Area and Height Requirements

Accessory Use

	Lot Minimum		Setbacks (ft.)			Maximum
	Area Sq. feet	Width (ft.)	Front	Side	Rear	Height (ft.)
Single and two-family existing lots (8/30/72)	5,000	50 or less	Not allowed	5	5, unless rear loading then 10 ft.	18 feet
Existing lots (8/30/72)	5,000	51 or more	Not allowed	5	5, unless rear loading then 10 ft.	18 feet
New lots	15,000	75	Not allowed	5	5, unless rear loading then 10 ft.	18 feet

1. Property setbacks are from lot stakes to building overhang.
2. Where adjacent structures within the same block have front yard setbacks different from those required, the front yard minimum setback must be the average of the adjacent structures.
3. On corner lot, the width of the side yard setback on the street side may not be less than fifteen (15) feet.

4. Each attached single family dwelling must meet the lot, yard, area, and height requirements of this subdivision, with the exception that: (1) the side yard setback requirement is waived for the shared party wall, and (2) the lot area requirement is reduced to 7,500 square feet per dwelling unit. Single family attached dwellings sharing a party wall shall not house more than two dwelling units. Each attached single family dwelling unit must have separate and individual front and rear entrances, and separate and individual water and wastewater service.
5. Church spires, water towers, and chimneys are exempt from height requirements.
6. Lot coverage for principal and accessory buildings may not exceed 35% of the lot area, except that lots of 7,500 square feet or less may have lot coverage of up to but not exceeding 45 percent.
7. Lots platted prior to this Code and not serviced by municipal water and wastewater will be considered as build-able at their current size. However, newly platted lots must be a minimum of ten acres when utilizing individual water and wastewater systems. All lots with access to city water and wastewater must utilize those services.
8. Each lot must have a minimum frontage on a street of 35 feet.
9. For non-conforming lots refer to Subsection 500.53.

500.48 Accessory structures

Subd.1 General Standards

1. Agricultural buildings on agricultural properties and industrial buildings on industrial properties are exempt from the requirements of this Section.
2. In cases where an accessory building is attached to the principal structure it shall be made structurally part of the principal structure and shall comply in all respects with the requirements of this Ordinance applicable to the principal structure.
3. An accessory building unless attached to and made a part of the principal structure shall not be closer than ten (10) feet to the principal structure, unless a smaller separation is granted under a conditional use permit.
4. Accessory buildings or structures shall not be constructed on any lot prior to the construction of a principal building.
5. Accessory buildings shall not be constructed in the front yard. Accessory structures are allowed in the side and/or rear yard providing setbacks are achieved.
6. Private garages and accessory structures larger than one-hundred twenty (120) square feet shall be placed on a permanent foundation which shall be defined as a floating slab with a rodent inhibiting barrier extending to a depth of at least one (1) foot below the average grade. A storage or utility structure of one-hundred twenty (120) square feet or less shall be placed on a leveled four (4) inch gravel or rock base with a rodent inhibiting barrier provided between the base and the structure. Any accessory structure shall be firmly anchored to the surface regardless of structure size.
7. Architectural Detail Requirements: Accessory structures shall have architectural details which are the same or reasonably similar to the principal structure based on, but not limited to, the following:
 - A. Roof orientation and pitch;
 - B. Roof type (e.g. gabled or hipped);
 - C. Eave, overhang depth, and fascia/soffit type and appearance;
 - D. Exterior color.

8. Size Limit: Accessory structures shall be clearly and reasonably subordinate to the principal structure in terms of both scale and bulk. Total accessory structure square footage, excluding attached garages, shall not exceed ten (10) percent of the lot area or six hundred (600) square feet, whichever is greater. The City Council may approve a conditional use permit to accommodate larger accessory structures, however, at no time shall an accessory structure exceed the foundation size nor total square footage of the residential dwelling or commercial structure to which it is subordinate.
9. Number of Accessory Structures Limited: For all districts a maximum of two (2) detached accessory building less than or equal to one-hundred twenty (120) square feet are allowed per lot. In addition, a maximum of one (1) detached accessory structure greater than one-hundred twenty (120) square feet is allowed per lot.
10. Accessory structures shall not encroach upon easements.

Subd.2 Setbacks

Accessory Structure Setback Requirements: These requirements may be modified if a conditional use permit is granted:

District	Side, Interior	Side, Corner	Rear
R-1	Underlying zoning standard.	Underlying zoning standard for front yard.	5' unless rear loading, then 10'.
R-2	Underlying zoning standard.	Underlying zoning standard for front yard.	5' unless rear loading, then 10'.
C-1 & C-2	Underlying zoning standard.	Underlying zoning standard for front yard.	Underlying zoning standard.

Subd.3 Maximum Height

Accessory Structure Height Limited: The height of an accessory structure greater than one-hundred twenty (120) square feet shall not exceed eighteen (18) feet in height as measured from the average grade to the highest part of the structure. Structure heights exceeding eighteen (18) feet in height may be approved under a conditional use permit.

Memo

From: Joan Wall, Clerk-Treasurer

To: Freeport City Council

Date: 10/24/19

Re: 2020 Elections

Important dates to remember for the 2020 elections:

- February 25, 2020 Precinct Caucuses
- March 3, 2020 Presidential Primary
- August 11, 2020 State Primary Election
- November 3, 2020 General Election

After this memo, I have included an information sheet that explains the Presidential Primary.

Because the City's regular council meeting will land on February 25, we need to reschedule that meeting so it doesn't interfere with the precinct caucuses being held that night. Would the Council like to hold the February meeting on February 18, 2020?

Because there will be a primary election held on March 3, 2020 and polling places need to be designated at least 90 days ahead of time, the Council needs to pass the annual resolution to designate a polling place before December 4, 2019. I have included a draft resolution after the Presidential Primary information sheet.

PRESIDENTIAL PRIMARY



In March 2020, Minnesota will hold a presidential nomination primary to vote for each major party's nominee for President.

MARCH 3, 2020

- Polling place hours: 7 a.m. to 8 p.m. at most locations.
- Find your polling place and learn how to vote early in person or by mail at mnvotes.org.
- Early voting begins January 17, 2020.

THE BALLOT

- Only major political parties will participate; each party has its own ballot with only their candidates listed.
- You will be required to request only one party's ballot when you vote, whether absentee or in-person at your pollingplace.
- Your ballot will only list nominees for President for the party you requested.
- A record of which party's ballot you selected will be made available to the major political parties.
- Each major party chair will submit a list of candidates for their party, and will decide if there will be a write-in space on their party's ballot.
- The presidential nomination primary results will determine Minnesota's delegates for each major party.

WHAT HAPPENED TO PRECINCT CAUCUSES?

- Precinct caucuses and local and state nominating conventions will still take place for other party business.
- Precinct caucuses are meetings run by state political parties. They are the first in a series of meetings where parties may endorse candidates, select delegates, and set goals and priorities (party platforms).
- 2020 precinct caucuses will be held on Tuesday, February 25 at 7 p.m. Caucus locations will be posted at mnvotes.org shortly before the caucus date.

PRESIDENTIAL PRIMARY



WHY THECHANGE?

- In 2016, the Minnesota legislature passed a law establishing a presidential nomination primary (*Minnesota Statutes* Chapter 207A and *Minnesota Rules* Chapter 8215).
- The State Primary Election will be held August 11, 2020 for offices other than President.

QUESTIONS?

- Visit mnvotes.org for more information on voting and elections.
- Contact your county election office (list available at mnvotes.org).
- Minnesota Secretary of State: 651-215-1440 or elections.dept@state.mn.us



CITY OF FREEPORT

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

RESOLUTION 2019-13

A RESOLUTION DESIGNATING A POLLING PLACE FOR THE YEAR 2020

WHEREAS, the Office of the Minnesota Secretary of State Elections Division requires municipalities to designate a polling place each year;

WHEREAS, the City of Freeport has to report the designated location to Stearns County by December 4, 2019

WHEREAS, the City of Freeport has been consistently holding elections at Freeport City Hall, 125 Main Street East, Freeport, Minnesota;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, MINNESOTA, that any 2020 election will be held at Freeport City Hall, 125 Main Street East, Freeport, Minnesota.

APPROVED this 29th day of October, 2019.

Mike Eveslage, Mayor

ATTEST:

Joan Wall, Clerk-Treasurer

Memo

From: Joan Wall, Clerk-Treasurer

To: Freeport City Council

Date: 10/23/19

Re: 2020 Local Board of Appeal and Equalization

The new Stearns County Assessor, Jake Pidde, contacted me to propose scheduling Freeport's Local Board of Appeal and Equalization meeting on April 14, 2020. I asked him if we could schedule it during our regular council meeting on April 28, but he explained why they prefer to hold them separately:

"We have always preferred to have our local board meetings on a separate night than council meetings. There have been cases where a city or township has had a hot topic, protest, petition, etc. at a council meeting and we have been pulled in to whatever the issue was which can take away from the real reason that we are there. If we can't do a separate night, could we hold our meeting prior to the council meeting? Maybe at 6:00?"

Also, there is the option of going with an open book meeting as well. Quite a few cities are beginning to move in that direction. We would still come out to your city hall but the council would not need to be there. We would meet with taxpayers ourselves and if they remain unsatisfied, they can still go on to the County Board. It tends to take the politics out of local board meetings which can pitch neighbors against neighbors. We would need to know by December 1st if you would like to go in that direction."

I asked him more about the open book meeting and he sent the information sheet and the agreement the Council would sign that follow this memo along with this email:

"Many cities have chosen to go this route and we have a few townships considering it. The bottom line is that these local board meetings are not being attended by the public like they once were. Most meetings we have zero people show up so it really isn't a good use of council members time. If your city chose to go this route, we would still send two appraisers out to meet with taxpayers at a set time. Currently, Elrosa City, Greenwald City, St. Anthony City, and St. Rosa City all hold their open book meetings at the same time at Melrose City Hall. We could definitely combine Freeport with them. This allows our appraisers less travel time, mileage, and time away from home."

What are your thoughts on scheduling the meeting? If we chose the open book option, we would need to submit the form by December 1.

“OPEN BOOK” MEETINGS

The “Open Book” Process

- Valuation Notices are mailed in March
- Property owners contact the assessor’s office to discuss any concerns or questions they have regarding the assessment at any time after receiving their notice
- If necessary, the appraiser will make an appointment to view the property and address the property owner’s concerns
- Property owners have an extended period of time in which to appeal their classification or valuation. There is no need to appeal at the local level in order to appeal to the County Board of Appeal and Equalization in June
- The local board can be reinstated by resolution of the governing body upon proof of compliance with training requirements. The resolution and proof of compliance must be provided to the County Assessor before December 1st of any year to be effective for the following year’s assessment.

Open Book Meeting: Held in the same location as Local Board Smaller Jurisdictions May Combine Meetings for Efficiency

- 13 Jurisdictions currently participating:
Cities of Sartell, St. Joseph, St. Stephen, Cold Spring, Richmond, Rockville, Roscoe, Elrosa, Greenwald, Lake Henry, Spring Hill, St. Anthony and St. Rosa
- Just like current local boards, there will be a set meeting time and date at your location in which several staff are available to handle property owner’s valuation and classification issues on a one-on-one basis

Planning ahead for the 2020 Assessment

- Interested jurisdictions need to inform the County Assessor of their intent to transfer the local board duties to the county board before December 1 of any year to be effective for the following year’s assessment.
- For the 2020 assessment, a transfer agreement signed by the City/Township board needs to be provided to the County Assessor by December 1st, 2019.

THE BENEFITS OF “OPEN BOOK” MEETINGS

Benefits for the Property Owner:

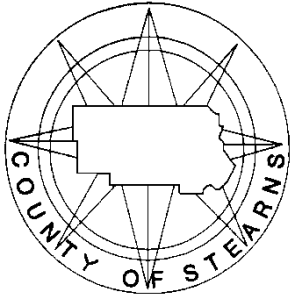
- More flexibility in scheduling a time for the assessor to review properties
- The setting is less intimidating; with no need for the owner to “present” their appeal to a board made up of their neighbors or acquaintances
- Property owners can compare their values to the values of other similar properties more easily
- Questions and concerns are often resolved immediately
- Property owners may appeal to the County Board of Appeal and Equalization without having to attend the Local Board
- County Board is made up of trained real estate professionals

Benefits for the Local Board:

- Reduces the need to have a trained board member
- Board members do not need to be present
- Eliminates the need for the board to become familiar with the local real estate market
- Confrontational situations with constituents can be avoided
- No need to disrupt city council meetings if this is where local boards were typically held

Benefits for the County:

- Allows for immediate consideration of issues
- An efficient use of resources due to the possibility of combining several jurisdictions into one meeting
- Fewer deadlines and an extended period of time (right up until 10 days prior to the County Board) to work with property owners on resolving issues



COUNTY OF STEARNS

PROPERTY ASSESSMENT SERVICES

Administration Center RM 37 • 705 Courthouse Square • St. Cloud, MN 56303
320/656-3680 • Fax: 320/229-7032
www.co.stearns.mn.us

LOCAL BOARD OF APPEAL AND EQUALIZATION TRANSFER AGREEMENT

NOTICE IS HEREBY GIVEN that the City of _____ in Stearns County, Minnesota, has opted to transfer its duties and powers to Stearns County and no longer chooses to perform the function of a Local Board of Appeal and Equalization. This agreement to transfer said duties and powers is effective for the 2020 assessment year and shall be _____
_____ {Insert: considered permanent; for a minimum of three(3) years; or for a period of (specify length of time greater than three (3) years) years}.

As a condition of this transfer, Stearns County shall make available to property owners within _____ City a procedure for review of their assessments, including but not limited to, an open book meeting. The County Assessor will notify property owners of the date, location, and time for this review through a Notice of Valuation and Classification. The County Assessor will be allowed to make changes during the alternative review option time until the adjournment of the County Board of Appeal and Equalization.

The City of _____ may renew its option to transfer if this agreement is not permanent.

Given under my hand this _____ day of _____, year of _____.

Mayor/Councilors, signatures and titles below:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____