



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

May 26, 2020 - Regular Meeting Agenda
Freeport City Hall - 7:00 pm

Call to Order

I. Approve Agenda

II. Open Public Forum

III. Consent Agenda

- a. April 28, 2020 Council Meeting Minutes (1-3)
- b. Claims 4078-4112 (4-10)
- c. Sheriff's Report (11)

IV. Reports

- a. Clerk-Treasurer Report (12)
- b. Fire Department Report (13)
- c. Public Works Report (14-15)
- d. Engineer Report (16-17)
- e. Attorney Report (18)

V. Old Business

- a. Painting the Old Water Tower (19-42)
- b. Insurance on Old Water Tower (43)
- c. Rescind Resolution 2020-08 Declaring COVID-19 Emergency (44)

VI. New Business

- a. Outside Seating for Restaurants (45)

VII. Adjourn

Next Regular Meeting: June 23, 2020



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For TTY/TDD Users 1-800-627-3529 or 711 Minnesota Relay Service www.freeportmn.org

April 28, 2020 – Meeting Minutes

A regular meeting of the Freeport City Council was convened at 7:00 pm by Mayor Mike Eveslage, and councilmembers Sarah Blake, Tim Hennen, and Jake Renneker.

Staff in attendance: Clerk-Treasurer Joan Wall, Public Works Director Loren Goebel, Administrative Assistant Lori Austing, City Engineer Dave Blommel, City Attorney Scott Dymoke, Fire Chief Andy Grieve.

Others in attendance:

Carol Moorman (Star Post)

Kathy Korte (Stearns County Assessor)

Michelle Hinnenkamp (Stearns County Assessor)

Jake Pidde (Stearns County Assessor)

Note: Most attended the meeting remotely.

Approve Agenda

Renneker moved to approve the agenda, seconded by Hennen. Roll call vote: Blake-yes, Eveslage-yes, Hennen-yes, Renneker-yes.

Councilmember Ben Ertle arrived as the Local Board of Appeal and Equalization discussion was beginning.

Local Board of Appeal and Equalization (LBAE)

Michelle Hinnenkamp and Kathy Korte stated they didn't have any appeals to report. Hinnenkamp reviewed the sales ratio information. Ertle moved to close the LBAE hearing, seconded by Renneker. Roll call vote: Blake-yes, Ertle-yes, Eveslage-yes, Hennen-yes, Renneker-yes.

Public Forum

Hennen noted there is a portion of the sidewalk on the northwest corner of Freeport Square Apartments that has sunk down a couple of inches. Goebel reported that the apartment manager is getting quotes to fix it.

Eveslage asked if Goebel fix a missing electrical panel on the street light pole kitty-corner from the Hennen Lumber office. Goebel said yes.

Consent Agenda

Renneker moved to approve the consent agenda, seconded by Ertle. Roll call vote: Blake-yes, Ertle-yes, Eveslage-yes, Hennen-yes, Renneker-yes.

Reports

Clerk-Treasurer Report

A brief discussion was had to clarify how property tax revenue will differ this year. Wall explained, in a normal year, property taxes paid by residents to Stearns County by May 15 would get paid to the City in June. Payments received by the County after May 15 wouldn't be paid to the City until December. Because Stearns County has decided to forgive penalties for residents who pay prior to July 15, the County expects some residents to pay later this year. Instead of waiting until December to release those later payments, the County has added two additional dates (July 2 & July 30) for payments to cities.

Wall stated that the City has not yet seen much financial impact from COVID-19.

Fire Department Report

Grieve reported that over 200 masks were donated during the April 25 mask drive at the fire hall. Last month they had 6 medical calls with no COVID-19 issues. Grieve wants to begin the process to hire 3 new firefighters to fill vacancies. When he has candidates, he will bring that information back to Council. Grieve would like to have ID cards made for each of the firefighters. Brittney Bueckers with Integrity Photography & Design is donating her photo services and there will be a flat fee for printing the ID cards. Grieve is looking into purchasing a side-by-side that comes with a trailer and sprayer for grass fires, etc. On Monday night, he will present it to the fire department for approval.

Public Works Report

Goebel reported that Johnson Jet-Line has been in town this week jetting sewer lines.

Engineer Report

Blommel reported that we will work on the facility plan and feasibility study associated with it in May or June when we can meet in person. Hennen asked about the old water paint inspection results. Blommel's inspector was out there but he doesn't have numbers to share yet.

Attorney Report

Dymoke had nothing to report.

Old Business

None.

New Business

Resolution 2020-09 Annual Liquor License Renewals

Discussion was had regarding choosing the prorating option since we don't yet know how long it will be before businesses will be fully open. Eittle moved to approve Resolution 2020-09 and waiting until we know when businesses can open to calculate a prorated refund, seconded by Blake. Roll call vote: Blake-yes, Eittle-yes, Eveslage-yes, Hennen-yes, Renneker-yes.

Insurance on Old Water Tower

Eittle moved to approve option 2 for now in order to get insurance in place, with the option to increase the amount later, seconded by Hennen. Roll call vote: Blake-yes, Eittle-yes, Eveslage-yes, Hennen-yes, Renneker-yes.

Joan Wall Performance Review

Eveslage explained that we are looking into finding different forms for the evaluation process and are looking to review the personnel policy as well. Renneker asked if we were participating in the salary survey done by the League of the Minnesota Cities. Wall said yes we are.

Several of the council members expressed that they thought Wall is doing a great job, but a raise is not feasible due to the pandemic environment we are in right now. Eveslage stated “Joan’s raise is a victim of the circumstance of COVID-19.”

Adjourn

At 7:49 Ettle moved to adjourn, seconded by Hennen. Roll call vote: Blake-yes, Ettle-yes, Eveslage-yes, Hennen-yes, Renneker-yes.

Mayor, Mike Eveslage

City Clerk-Treasurer, Joan Wall

05/06/20
16:42:28

CITY OF FREEPORT
Claim Approval List
For the Accounting Period: 5/20

Page: 1 of 1
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4078		796 MELROSE FIRE RELIEF ASSOCIATION	5,000.00					
	05/06/20	Purchase side-by-side ATV	5,000.00*			225 42200	550	10100
		Total for Vendor:	5,000.00					
4079		450 STEARNS COUNTY RECORDER	66.00					
	05/06/20	Record 6 loan payoffs	66.00*			407 46500	429	10100
		Total for Vendor:	66.00					
		# of Claims	2	Total:	5,066.00			

05/12/20
16:19:06

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4080		15 ALBANY MUTUAL TELEPHONE	245.46					
	10384589	05/01/20 836-2411	38.85			225 42200	320	10100
	10384589	05/01/20 836-2413	36.28			225 42200	320	10100
	10384938	05/01/20 836-7158	38.62			101 41000	320	10100
	10384736	05/01/20 836-2685	20.37			601 43225	320	10100
	10384736	05/01/20 836-2685	20.37			602 43250	320	10100
	10384463	05/01/20 836-2112	90.97			101 41000	320	10100
		Total for Vendor:	245.46					
4081		70 CENTERPOINT ENERGY	181.40					
	04/22/20	Maintenance building	81.10			101 43100	382	10100
	04/22/20	Fire hall	100.30			225 42200	382	10100
		Total for Vendor:	181.40					
4082		76 CENTRAL MINNESOTA CREDIT UNION	193.85					
	04/30/20	USPS - utility billing postage	82.50			601 43225	200	10100
	04/30/20	USPS - utility billing postage	82.50			602 43250	200	10100
	04/30/20	USPS - water sample	12.85			601 43225	200	10100
	04/30/20	GoToMeeting monthly subscrip.	15.00			101 41000	210	10100
	04/30/20	Stearns Co. Beacon Fee	1.00			101 41000	433	10100
		Total for Vendor:	193.85					
4083		145 FINKEN WATER SOLUTIONS	23.00					
	1200427	05/01/20 Water softener rental	15.00			101 41000	410	10100
	1200428	05/01/20 Maintenance cooler rental	8.00			101 43100	410	10100
		Total for Vendor:	23.00					
4084		257 LEAGUE OF MN CITES INSURANCE	9,113.00					
	40000832	05/04/20 General Maintenance	2,360.00*			101 43000	360	10100
	40000832	05/04/20 Waterworks	447.00*			101 43000	360	10100
	40000832	05/04/20 Sewage Disposal Plant	313.00*			101 43000	360	10100
	40000832	05/04/20 Firefighters	4,627.00*			225 42200	360	10100
	40000832	05/04/20 Clerical Office Employees	475.00			101 41400	360	10100
	40000832	05/04/20 Buildings	264.00*			101 43000	360	10100
	40000832	05/04/20 Parks	385.00*			101 43000	360	10100
	40000832	05/04/20 Garbage or Refuse Collection	159.00*			101 43000	360	10100

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	40000832	05/04/20 Elected or Appointed Official Total for Vendor:	83.00* 9,113.00			101 41100 360		10100
4085		387 RAHNS OIL & PROPANE, INC	354.22					
	5013	04/30/20 Fire dept fuel	88.97			225 42200 215		10100
	5013	04/30/20 Public works fuel	265.25			101 43100 215		10100
		Total for Vendor:	354.22					
4086		437 STAR PUBLICATIONS LLC	48.00					
	186466	04/30/20 Legal ad-Ordinance 2020-03	48.00			101 41000 350		10100
		Total for Vendor:	48.00					
4087		510 VERIZON WIRELESS	42.53					
	9853723434	05/01/20 Cell phone - May	42.53			101 43100 320		10100
		Total for Vendor:	42.53					
4088		750 WASTE MANAGEMENT, INC	148.21					
	6928936	05/01/20 City hall & maint. building	134.46			101 43100 383		10100
	6928219	05/01/20 Fire hall	13.75			225 42200 383		10100
		Total for Vendor:	148.21					
4089		525 XCEL ENERGY, INC	2,456.46					
	683271265	05/04/20 Street lights	707.43			101 43160 381		10100
	683260125	05/04/20 302188142	173.02			601 43225 381		10100
	683260125	05/04/20 302252262	76.04			101 43160 381		10100
	683260125	05/04/20 302290398	171.00			101 41000 381		10100
	683260125	05/04/20 302679657	123.81			101 43100 381		10100
	683260125	05/04/20 302700297	26.51			602 43250 381		10100
	683260125	05/04/20 302947044	223.46			601 43225 381		10100
	683260125	05/04/20 303193187	49.59			602 43250 381		10100
	683260125	05/04/20 303616049	172.28			225 42200 381		10100
	683260125	05/04/20 303936749	43.79			101 43160 381		10100
	683260125	05/04/20 303956738	390.17			101 43160 381		10100
	683260125	05/04/20 303963984	232.38			101 43160 381		10100
	683260125	05/04/20 303985901	33.85			101 43160 381		10100
	683260125	05/04/20 304083816	12.44			101 43160 381		10100
	683260125	05/04/20 304098414	20.69			602 43250 381		10100
		Total for Vendor:	2,456.46					
		# of Claims	10	Total:	12,806.13			

05/13/20
13:15:19

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4090		450 STEARNS COUNTY RECORDER	138.00					
	05/13/20	Record 6 loan payoffs	138.00*			407 46500	429	10100
		Total for Vendor:	138.00					
		# of Claims	1	Total:	138.00			

05/21/20
14:26:10

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4091		40 AUTO VALUE-ALBANY	13.97					
	26328653	05/06/20 Lawn mower repairs	13.97			101 45200	220	10100
		Total for Vendor:	13.97					
4092		647 BADGER METER INC	780.00					
	80053016	04/29/20 Svc agreement for 05/20-10/2	390.00			601 43225	433	10100
	80053016	04/29/20 Svc agreement for 05/20-10/2	390.00			602 43250	433	10100
		Total for Vendor:	780.00					
4093		123 DYMOKE LAW OFFICE, P.A.	125.00					
	05/01/20	City Council meeting	125.00			101 41000	302	10100
		Total for Vendor:	125.00					
4094		752 EXPERT T BILLING	135.00					
	6972	05/13/20 5 calls billed - April	135.00*			225 42200	300	10100
		Total for Vendor:	135.00					
4095		626 FIRE SAFETY USA, INC	275.00					
	133798	04/17/20 Ladder - 12"	275.00			225 42200	210	10100
		Total for Vendor:	275.00					
4096		155 FREEPORT FARM CENTER, INC	625.52					
	W13653	04/13/20 JD6300 Tractor parts	140.12			101 43100	220	10100
	W13653	04/13/20 JD6300 Tractor labor	191.25			101 43100	220	10100
	W13653	04/13/20 Sweeper parts	124.15			101 43100	401	10100
	W13653	04/13/20 Sweeper labor	170.00			101 43100	401	10100
		Total for Vendor:	625.52					
4097		174 GOPHER STATE ONE CALL, INC	14.85					
	0040402	04/30/20 11 emailed tickets	7.43			601 43225	300	10100
	0040402	04/30/20 11 emailed tickets	7.42			602 43250	300	10100
		Total for Vendor:	14.85					

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4098		187 HAWKINS, INC	2,472.59					
	4706290	04/28/20 Chlorine	455.82			601 43225	440	10100
	4706290	04/28/20 Freight-fuel surcharge	19.50			601 43225	440	10100
	4706290	04/28/20 Freight	25.00			601 43225	440	10100
	4706290	04/28/20 Hydrofluosilicic acid	255.93			601 43225	440	10100
	4706290	04/28/20 LPC-4	1,716.34			601 43225	440	10100
		Total for Vendor:	2,472.59					
4099		668 JOAN WALL	53.13					
	05/06/20	Mileage-ballot machine to WP	31.63*			101 41450	335	10100
	05/15/20	Reimburse for supplies - TP	21.50			101 41000	210	10100
		Total for Vendor:	53.13					
4100		670 JOHNSON JET-LINE, INC	6,571.43					
They did more footage this year to finish in a good spot. Next year's section will be a lot less footage.								
	2328	05/01/20 Jetting & vacuum sewer	6,271.43			602 43250	311	10100
	2328	05/01/20 Mobilization	300.00			602 43250	311	10100
		Total for Vendor:	6,571.43					
4101		243 KOTZER EXCAVATING, INC	5,437.50					
Welle Counrty Acres pond 75% billed, rest to be billed when project is completed.								
	4081	04/28/20 75% of pond cleanout	5,437.50			101 43100	311	10100
		Total for Vendor:	5,437.50					
4102		255 LAWRENCE SHREFFLER	5,000.00					
	132476	05/12/20 Cracksealing city streets	5,000.00			101 43100	225	10100
		Total for Vendor:	5,000.00					
4103		562 MINNESOTA DEPARTMENT OF HEALTH	729.00					
	05/15/20	Qtrly H2O service connect fee	729.00			601 43225	431	10100
		Total for Vendor:	729.00					

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4104		713 RBC FBO FREEPORT FIRE DEP RELIEF 05/01/20 Annual Relief Contribution	5,000.00 5,000.00			225 42200	315	10100
		Total for Vendor:	5,000.00					
4105		782 RMB ENVIRONMENTAL LABORATORIES	273.00					
	498714 04/29/20	Discharge	94.00			602 43250	460	10100
	498380 04/30/20	Discharge	179.00			602 43250	460	10100
		Total for Vendor:	273.00					
4106		413 SCHLENNER WENNER & CO	12,000.00					
	255205 04/30/20	2019 Audited Financial Stmt	12,000.00			101 41500	301	10100
4107		413 SCHLENNER WENNER & CO	51.00					
	254959 04/30/20	Relief Assn Q1 payroll rpt	51.00*			225 42200	300	10100
		Total for Vendor:	12,051.00					
4108		418 SEH, INC	1,205.86					
	385741 05/11/20	Old water tower paint evaluati	1,205.86*			416 43100	300	10100
		Total for Vendor:	1,205.86					
4109		437 STAR PUBLICATIONS LLC	129.00					
	05/15/20	3-year Star Post subscription	129.00			101 41000	351	10100
		Total for Vendor:	129.00					
4110		440 STEARNS CO AUDITOR-TREASURER	750.00					
	2020-00006 04/20/20	Criminal prosecution contr	750.00			101 41000	305	10100
4111		440 STEARNS CO AUDITOR-TREASURER	4,806.25					
	2020-00084 05/11/20	Annual assessing services	4,806.25			101 41550	304	10100
		Total for Vendor:	5,556.25					
4112		567 TRI-STATE PUMP & CONTROL INC	897.05					
		Lift station located by the Community Center						
	441766 05/04/20	Lift station repair	897.05			602 43250	300	10100
		Total for Vendor:	897.05					
		# of Claims	22	Total:	47,345.15			

FREEPORT CALLS

City	Date_Received	Call #	Description	Actual_Incid_Location
FREEPORT	04/13/2020 09:53:47	20028974	911 ABANDONED CALL	
FREEPORT	04/03/2020 14:42:34	20026865	AGENCY ASSIST	
FREEPORT	04/06/2020 16:17:35	20027471	AGENCY ASSIST	
FREEPORT	04/09/2020 04:11:01	20028096	AGENCY ASSIST	
FREEPORT	04/26/2020 01:30:16	20032170	AGENCY ASSIST	
FREEPORT	04/05/2020 15:58:49	20027260	CITIZEN CONTACT	
FREEPORT	04/23/2020 23:40:20	20031595	CITIZEN CONTACT	
FREEPORT	04/23/2020 22:57:17	20031585	DOOR CHECK(S)	
FREEPORT	04/23/2020 23:25:28	20031593	DOOR CHECK(S)	
FREEPORT	04/16/2020 03:19:58	20029563	DOOR CHECK(S)	
FREEPORT	04/10/2020 01:27:23	20028316	DOOR CHECK(S)	
FREEPORT	04/22/2020 15:36:26	20031167	FRAUD	
FREEPORT	04/24/2020 21:13:30	20031848	JUVENILE/PROBLEM WITH	
FREEPORT	04/03/2020 23:13:35	20026982	MATTER OF INFORMATION	
FREEPORT	04/28/2020 15:48:48	20032814	MEDICAL EMERGENCY	
FREEPORT	04/04/2020 10:02:50	20027029	NO PAY CUSTOMER	
FREEPORT	04/23/2020 23:54:00	20031601	OPEN DOOR	
FREEPORT	04/25/2020 11:50:28	20031976	PERSONAL ASSIST	
FREEPORT	04/11/2020 10:25:20	20028639	REPORT WRITING	
FREEPORT	04/09/2020 16:33:05	20028220	THEFT	
FREEPORT	04/22/2020 18:54:16	20031225	THEFT	
FREEPORT	04/08/2020 18:45:11	20028025	THEFT FROM VEHICLE	
FREEPORT	04/30/2020 13:18:54	20033295	TRAFFIC STOP	
FREEPORT	04/30/2020 14:50:16	20033316	TRAFFIC STOP	
FREEPORT	04/25/2020 08:39:57	20031950	TRAINING ONLINE	

Memo

From: Joan Wall, Clerk-Treasurer

To: Freeport City Council

Date: 5/19/2020

Re: Clerk-Treasurer Report

I have been reviewing the preliminary draft of the audit report. Representatives from Schlenner Wenner will present the final report at the June 23 council meeting.

Memo

From: Andy Grieve, Fire Chief

To: Freeport City Council

Date: 5/20/2020

Re: Fire Department Report

The Fire Department purchased a side-by-side ATV for \$5,000 to fight grass fires.

Job Duty	Date	Initial
got pad discharge samples + brought to SAVK Centre - Finish SEIT inspection.	Tue 4/14/20	X/
Well, tower, pond checks, cut dead tree down by Senior Center, mowed lawn	Wed 4/15/20	X/
Well, tower, lift station, pond checks, water samples, swept streets in New Munich, greased sweeper.	Thurs 4/16/20	X/
Well, tower, pond checks, soap pump city hall, garbage, got rid of tree from Senior Center,	FRI 4/17/20	X/
Well, tower, pond checks, started discharge	SAT 4/18/20	X/
Well, tower, pond checks, discharge	SUN 4/19/20	X/
Well, tower, lift station, pond checks, water samples, discharge samples + TKN, TDS, Nitrite plus Nitrate Nitrogen ammonia samples to NHA SAVK Centre, bagged + thatched lawn at Senior Center - paperwork city hall.	MON 4/20/20	X/
Well, tower, pond checks, garbage, discharge	Tue 4/21/20	X/
Well, tower, pond checks, grass whirlwind drive, senior center clean up, Flush sanitary behind Charlies + Pouch's, gopher calls, discharge samples to DHIA	Wed 4/22/20	X/
Well, tower, pond checks, Fixed Banner Discharge, clean city hall + salt at City hall + shop, worked at shop, lift stations + water samples	Thur 4/23/20	X/
Well, tower, pond checks, worked at shop, discharge, talked w/ Dave Blommel roads, dog complaint.	FRI 4/24/20	X/
Well, tower, pond checks, discharge	SAT 4/25/20	X/
Well, tower, pond checks	SUN 4/26/20	X/
Well, tower, lift station, pond checks, water samples, power outage 4 AM, worked at Well house, lift station 2 alarms, called Hawking chemical, Johnson Jetting Started, started transfer at ponds	MON 4/27/20	X/
Well, tower, pond checks, got chemicals at Well house, cleaned lift station 2 grease on floats, garbage, council meeting	Tue 4/28/20	X/
Well, tower, pond checks, worked on street light, met with Kotzer about 7 th Ave NE, Johnson Jetting Finished up, clean flow truck	Wed 4/29/20	X/
Well, tower, lift station, pond checks, water samples, meter reading, checked post office they had no water called charlie the had work done, worked on zero turn, clean floats lift station 1	Thurs 4/30/20	X/
Well, tower, pond checks, city hall loaded election machine, pond transfer alarm at lift 2 called lift station	FRI 5/1/20	X/
Well, tower, pond checks	SAT 5/2/20	X/
Well, tower, pond checks	SUN 5/3/20	X/
Well, tower, lift station, pond checks, water samples, pond 2 to 3 tri state pumps came for lift station 2, took blower off lawn mower + put back mower deck on, mowed lawn	MON 5/4/20	X/

Job Duty	Date	Initial
Well, tower, pond checks, reports at city hall, talked with Nies, Pungs & Blommel about sewer line, ponds	Tue 5/5/20	RJ
Well, tower, pond checks, Filed paper work, got plugs & mirror for lawn mowers, mowed lawn	Wed 5/6/20	RJ
Well, tower, lift station, pond checks, water samples, greased, met w/ shaffer ^{road} crack filling, mowed lawn, changed plugs in mower, put on mirror, bugs in ponds	Thur 5/7/20	RJ
Well, tower, pond checks, washed vehicles at shop & cleaned salt of floor around plow truck, Met w/ Butch Thull at resident for sanitary connection & garbages	Fri 5/8/20	RJ
Well, tower, pond checks	SAT 5/9/20	RJ
Well, tower, pond checks	SUN 5/10/20	RJ
Well, tower, lift station, pond checks, water samples, put flag holders up, mowed lawn, Butch Thull ^{pictures} Road by Peices	Mon 5/11/20	RJ
Well, tower, pond checks, gopher calls, curb stops on 4th Ave, mowed lawn, KUM rep called wants to talk to council.	Tue 5/12/20	RJ
Well, tower, pond checks, got hydrant flushing ready, Duane Pung sanitary.	Wed 5/13/20	RJ
Well, tower, pond, lift station checks, water samples, flushed deadends started flushing & oiling all hydrants	Thur 5/14/20	RJ
Well, tower, pond checks, Finished flushing hydrant ^{Flags} shafts	FRI 5/15/20	RJ
Well, tower, pond checks	SAT 5/16/20	RJ
Well, tower, pond checks	SUN 5/17/20	RJ
Well, tower, lift station, pond checks, water samples, fixed bike on Zeroturn, mowed lawn, checked sewer behind Finken house	Mon 5/18/20	RJ
Well, tower, pond checks, Flags half staff, mowed lawn clean storm drain next to shop that flows to Interstate ditch, gopher calls, katz started cleanup on winter projects and raised manhole on end of 5th Ave NE.	Tue 5/19/20	RJ
Council		



Building a Better World
for All of Us®

MEMORANDUM

TO: Freeport City Council

FROM: Dave Blommel, PE (Lic. MN)

DATE: May 20, 2020

RE: Council Update
SEH No. FREEP GEN 14.00

OLD WATER TOWER

We were able to review the condition of the tower and to test the paint on the tower in mid-April. A few takeaways from our review:

1. The tower steel and paint condition do appear to be adequate to overcoat after the loose material on the underside of the bowl is removed. Pressure washing while collecting any solids coming off the tank will be required. The worst condition is under the bowl, which is normal.
2. Maquire Iron did some paint adhesion tests the week prior to our site visit. The test locations do appear to be holding well. Fortunately they had good temperatures to run that test! Their having been there allowed us to still do our work in cold temperatures.
3. The paint thickness on the legs is thicker than on the bowl likely due to the previous painting operations. Again, that is pretty normal.
4. The tower, as you might expect, is not up to code safety wise. Ladder, railings, safety climb systems would all need improvements. That being said, there is really no value in making upgrades to the tower when it will not be climbed. It appears the painters will be using a lift to do the work.
5. Test results revealed lead and chromium levels that are higher than acceptable for standard disposal. I have not attached the test results to this memo, but will provide them to staff to pass along to the contractors. The contractor painting the tower will need to collect any chips displaced and then analyze and dispose of them in accordance with MN Rules Chapter 7045.

2021 PROJECT

I want to discuss the project schedule with the Council at the meeting prior to delivering the feasibility study. There are timelines in the assessment process that will need to be followed in order to make the process legal. If hearings are held too early, they become invalid and need to be re-held. We can make revisions to the schedule below after discussion at the meeting.

Proposed Schedule for City Council:

- June 23, 2020 – Review feasibility study (passes formal resolution receiving the report and calling for hearing on the Improvement).
- July 28, 2020 – Review materials to be presented at the public hearing including assessment levels.
- August 25, 2020 – Council holds public hearing regarding the proposed improvements. Council orders improvement and directs City Engineer to prepare plans and specification (formal resolution).
 - Council has up to 6 months to make this decision before hearing has to be repeated.
- September 2020 to February 2021 – Project Design.
- February 23, 2021 – Council approves plans and specifications and orders advertisement for bids (formal resolution).

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 25th Avenue South, P.O. Box 1717, St. Cloud, MN 56302-1717
SEH is 100% employee-owned | sehinc.com | 320.229.4300 | 800.572.0617 | 888.908.8166 fax

- Mid March 2021 – Open Bids.
- March 30, 2021 – Council reviews bids and awards project directing engineer to prepare assessment roll (formal resolution).
 - Council Option – Hold Assessment Hearing Prior to or Post construction. Most are held post construction.
- May 2021 to October 2021 – Construction.
- October 26, 2021 – Final Assessment Hearing (unless held in spring) including formal resolution adopting the assessment roll.
- November 15, 2021 – Final Assessments to Stearns County for placement on property taxes.

dwb/mrb

p:\fj\freep\common_ council mtg\2020\2020.05.20 council update.docx

Dymoke Law Office, P.A.

300 Riverside Avenue NW

Melrose, Minnesota 56352

Telephone (320) 256-4205

Fax (320) 256-7201

May 20, 2020

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 April 21, 2020 through May 19, 2020, we have given significant attention to the following projects on behalf of the City of Freeport.

- COVID Orders – Reviewed Emergency Orders and prepared summary of pertinent provisions. Forwarded summary to City clerk.
- Permits – Reviewed City Code and prepared opinion advising City Clerk that a permit was required before property owner could replace existing driveway and sidewalk.

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: 5/19/2020

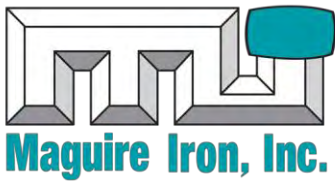
Re: Painting the Old Water Tower

We received quotes from:

- McGuire Iron - \$40,000
- Tri-State Coatings - \$30,000 (includes a \$10,000 reduction in price to be used for the water tower restoration project)
- KLM Engineering - \$49,623

A representative from KLM plans to attend the meeting.

Quotes and photos are on the following pages.



WATER TOWER EXPERTS

✉ info@maguireiron.com

📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104

☎ (605) 334-9749

CONTRACT FOR SERVICES/LIMITED MAINTENANCE

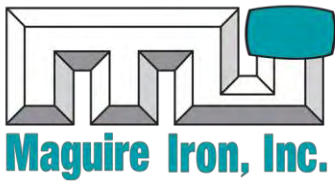
This contract made and entered into this _____ day of _____, _____ by and between _____ hereinafter called the "Owner" or "Customer" and Maguire Iron, Inc., a South Dakota Corporation with its principal office located in Sioux Falls, South Dakota, hereinafter called the "Contractor" or "Company" for and in consideration of the mutual covenants and promises hereinafter contained.

WITNESSETH:

Contractor agrees to make the following repairs and improvements on the Owner's water supply tank, and to furnish the necessary equipment, labor, material, as well as Workmen's Compensation Insurance and Contractor's Liability Insurance, and to do the work hereinafter stated in a good and workmanlike manner.

~~Owner is responsible for disposal or salvage of all remaining material to include spent blast media, paint containers, and other job site related material.~~

Owner will inspect the work as it progresses and upon completion and acceptance by Owner of the above work, the sum of \$ _____ plus applicable sales, excise, and/or use tax shall become due and payable in full.



WATER TOWER EXPERTS

✉ info@maguireiron.com

📍 1610 N. Minnesota Ave
Sioux Falls, SD 57104

☎ (605) 334-9749

Terms: Net 30 days from acceptance and invoicing, plus applicable sales, use, excise, transfer or similar taxes required by law. A service charge of 1½% per month (annual rate of 18%) will be charged on past due accounts. During any exterior painting, Owner shall assist in removing any vehicles in the area which might receive paint damage. If there is any sandblasting involved in the work, Owner will be responsible for collection and disposal of any and all blast media. Maguire Iron, Inc. will exercise reasonable care and caution to avoid, but will accept no liability for damage to antenna, communication, telemetry and/or electrical system(s) which may be attached to the structure. Removal, repair and/or replacement of the antenna, communication, telemetry and/or electrical system(s) shall be the responsibility of the Owner. The Parties further agree that Maguire Iron shall have the right to apply a fuel surcharge to reflect the increases in the prices of fuel in accordance with economic conditions.

The owner will be responsible to the Company for the cost (at current market rates) of any work that has been performed prior to termination.

HAZARDOUS MATERIAL DISCLAIMER: *In the event that hazardous materials are on the water tank and this information is not addressed in the specification or made known to Maguire Iron, Inc. prior to the price or bid being supplied by Maguire Iron, Inc., any additional means of hazardous material abatement or disposal costs will be born upon the Owner.* Owner and the authorized agents signing this contract as such agents do hereby expressly warrant that Owner has authority to make and enter into this contract and that it becomes a party hereto pursuant to a lawful resolution duly and regularly adopted by the governing board of said Owner pursuant to the applicable statutes of this State. Customer shall reimburse Company for all travel, meal and entertainment expenses incurred by Company and its employees in connection with Company's performance under the contract. To the extent that any meal or entertainment expenses incurred by Company or its employees are subject to the limitation on deductibility under IRC Section 274(n) (1) and the Regulations thereunder, Customer shall be subject to the limitation and shall reduce its deduction accordingly.

This constitutes the entire contract. No verbal agreements or additions will be honored. Any amendments or additions hereto must be in writing and executed by the duly authorized agents and officers of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals the day and year above written.

Owner: _____

By: _____
(Name) (Title)

By: _____
(Name) (Title)

MAGUIRE IRON, INC.

By: Kyle Fischer
(Authorized Agent) (Date)

Date Accepted: _____

Upon acceptance, please provide two (2) signatures and date the agreement.

McGuire Iron pictures from Eden Valley





4/15/2020

Tri-State Coatings
16258 150th St
Wadena, MN 56482
Phone: 218-631-2033/218-640-3034
Email: rory@twecwb.com

City of Freeport
125 Main Street East
P.O. Box 301
Freeport, MN 56331-0301
Phone: 320-836-2112

Re: Exterior Water Tower Rehabilitation

PROPOSAL

SCOPE OF WORK:

Exterior: Pressure wash, overcoat and replace existing logo.

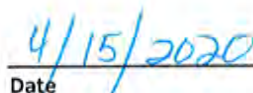
Cost of this Service: \$40,000.00 (forty thousand dollars).

Note: Tri-State Coatings is offering a \$10,000 reduction in the above price to be used for the water tower restoration project. Therefore, the price for services would be \$30,000.00 (thirty thousand dollars).

Respectfully Submitted,
Rory Grangruth
Tri-State Coatings



Tri-State Coatings



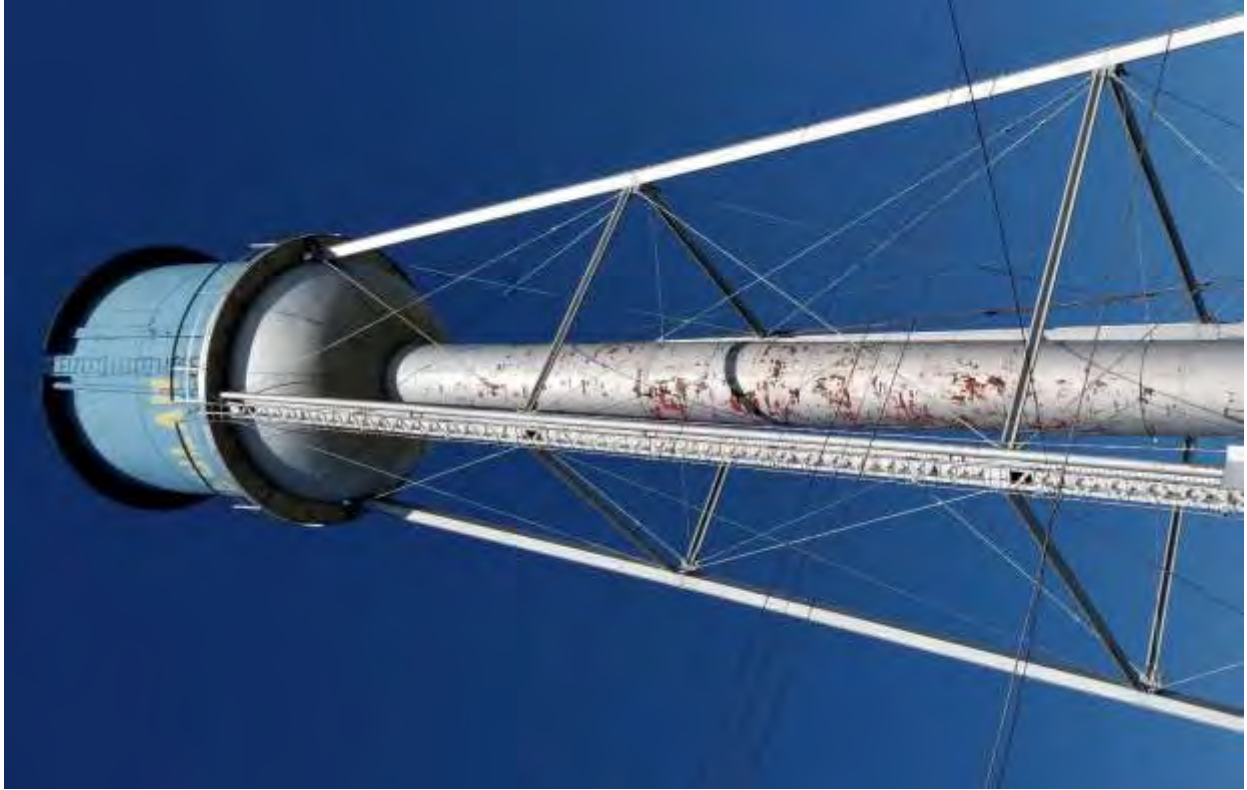
Date

City of Freeport, MN

Date

Tri-State Coatings before and after pictures from Steele, ND and Beulah, ND





May 26,
2020

Proposal for Spot
Repair and Overcoating



Freeport, Minnesota 60,000-Gallon Smiley Face Water Tower

May 26, 2020

Mr. Loren Goebel
Public Works Director
City of Freeport
125 Main St. E
Freeport, Minnesota 56331

Dear Mr. Goebel:

Thank you for the opportunity to submit this proposal to provide engineering, construction, and inspection services during the spot repair and overcoating of the 60,000-gallon elevated Smiley Face water tower located in the City of Freeport, Minnesota.

KLM's in-house engineering staff exemplifies the "Rules of Professional Conduct" as described in chapter 1805 by the Board of Engineering. Our structural engineering department ensures your project will be completed according to the project specifications, AWWA and OSHA codes, and standards.

KLM has a staff with the most credentials associated with AWS welding and NACE coating inspections of water storage tanks in the five-state area. When it comes to quality inspections on water towers, KLM sets the standard that other companies try to duplicate. Our dedication to quality inspections can be seen nationally as our projects are represented each year in Tnemec's Tank of the Year calendar contest. KLM has had the privilege of painting several of the iconic water towers around the State of Minnesota. Below are 3 examples of water towers that are landmarks around the state similar to the Smiley Face Water Tower in Freeport, Minnesota.

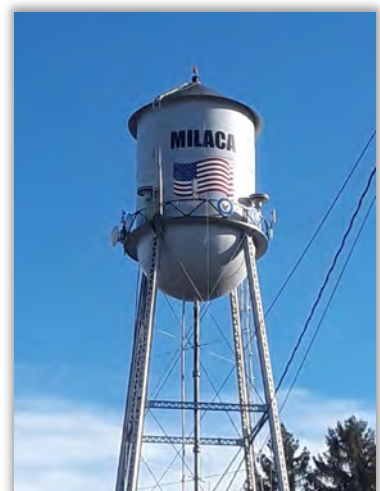
Pequot Lakes, MN
Bobber



Sauk Rapids, MN
Balloon Tower



Milaca, MN
American Flag



KLM's personnel have been working on water towers since the 1970s. We have tanks that were constructed and painted in the mid-1980s that are just coming up on their first reconditioning.

Our inspections are performed by a professional staff with current and proper credentials. Our inspectors who, work directly under our Structural Engineer and Project Supervisor are certified as both NACE and AWS inspectors. Each employee takes ownership of their project. Our professional staff has a combined 150 years of experience and have successfully completed over 500 rehabilitations of water towers of various sizes. The KLM staff is fluent in the current codes and standards for new and reconditioned water tower projects.

The main reason owners hire a professional consultant is to protect the owner's investment.

KLM is very thorough with our documentation of what and how the work is being performed each day. KLM's reputation of quality is second to none. We stand behind every project we work on.

KLM would like to assist you with our expertise on engineering, painting and quality control which will make this a successful project for many years to come. By selecting KLM, you can be assured that the project will be completed to your satisfaction.

We look forward to working with you.

Sincerely,



KLM ENGINEERING, INC.

Michael Novitzki

Director of Business Development

Phone: 651-773-5111

Fax: 651-773-5222

Cell: 651-440-5058

Email: mnovitzki@klmengineering.com

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DISCLAIMER:

The information in this proposal is confidential, may be legally privileged, and is intended for the sole use of the City of Freeport, Minnesota. Access to this proposal by another company is not permitted. If you are not the intended recipient, any disclosure, copying, distribution or any action taken or committed in reliance on it is prohibited.



Proposal



May 26, 2020

By Email Only

Mr. Loren Goebel
Public Works Director
City of Freeport
125 Main St. E
Freeport, Minnesota 56331

RE: Proposal to Perform Exterior Spot Repairs and Overcoat on the 60,000-Gallon Elevated Smiley Face Water Tower located in the City of Freeport, Minnesota.

Dear Mr. Goebel:

KLM is pleased to submit this proposal to perform the following scope of work on your 60,000-gallon Smiley Face water tower located in Freeport, Minnesota:

Scope of Work

Work Details

- Wash with low pressure on the tower exterior to remove all contaminants, introduce bleach additives if required and perform power tool cleaning of damaged existing coating and corrosion per SSPC-SP3.
- At the end of the project, provide a site free of construction debris and garbage. Turf restoration of any disturbed areas will be completed to a least pre-project conditions.
- KLM will have a NACE Coating Inspector on site to perform routine coating Inspections to ensure that the contractor's work is done to the following scope of work.

Surface Preparation

- Remove all surface contaminants in accordance with SSPC-SP-1 Solvent Cleaning.
- Under the direction of the Engineer, spot repair the exterior roof, shell, balcony, and bowl of the tower, in locations of coating failures, per SSPC-SP-3 Power Tool Cleaning methods. This shall include feathering the edges of existing coating for a smooth transition into tightly adhered coating.
- Provide a uniform and thorough power wash of the exterior roof, shell, balcony, and bowl of the tower to remove loose, chipped, chalking, and peeling paint, bird droppings, dirt, mold and mildew. Washing shall utilize 140-degree Fahrenheit, biodegradable detergent/water solution (1 to 2oz. Detergent per gallon of water) not to exceed 3,500psi with 0-degree nozzle delivery. If mildew is present KLM will apply a bleach solution to the areas with mildew for the mildew to be removed.
- Before any finish coating is applied, surfaces shall be completely dry and dust free.

Coating System

- All surfaces shall be coated with products manufactured by Tnemec Company or approved equal.

- Finish Coat shall be uniform in color and sheen without streaks, laps, runs, sags or missed areas.
- Exterior Coating System:
 - Tie Coat # 1 (full exterior surfaces described above): Series 118 Uni-Bond Mastic Waterborne Acrylic at 6.0-8.0 mils DFT.
 - Toe Coat # 2 (full exterior surface described above): Series 118 Uni-Bond Mastic Waterborne Acrylic at 6.0-8.0 mils DFT.
 - Finish Coat (full exterior surfaces as described above): Series 1029 Enduratone at 2.0-4.0 mils DFT. The color will match the existing silver and will be applied by roller.
 - The minimum DFT of the coating system at any individual spot location shall be 14.0 mils.
- Logo/Lettering Coating
 - Two (2) locations-logo shall match existing style, size, and location. Lettering Shall match existing style, size, and be centered over the logo.
 - Series 1029 at 2.0-4.0 mils DFT. Color will be Black.

Additional Information

- A 14-day work schedule is anticipated.
- KLM is responsible for all damages resulting from over spray.
- For more information you can go to our website www.klmengineering.com
- Owner is responsible for making sure the site is secured in order for the project to be completed.

Fees

Exterior Spot Repair and Overcoat (including Engineering and NACE Coating Inspection)

KLM will be able to perform this scope of work for a fee of:

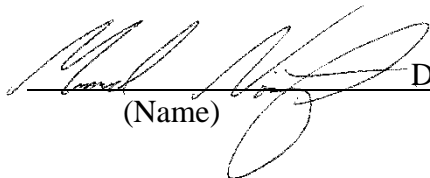
\$49,623.00

Agreement

This agreement, between the City of Freeport, Minnesota and KLM Engineering, Inc. of Woodbury, Minnesota is accepted by:

_____	_____	City of Freeport,
(Name)	(Title)	Minnesota

(Date)

	Director of Business Development	KLM Engineering, Inc.
(Name)	(Title)	Woodbury, Minnesota

May 26, 2020
(Date)

KLM ENGINEERING, INC.

Michael Novitzki

Director of Business Development


Phone: 651-773-5111

Fax: 651-773-5222

Cell: 651-440-5058

Email: mnovitzki@klmengineering.com

Enclosed: KLM Terms and Conditions



References And Project Profiles

References

The following list contains a hand full of projects completed by KLM in the past five years. In all, KLM averages 15-20 reconditioning projects per year. A more complete list of references can be provided upon request.

Reconditioning Projects:

- Woodlawn Tower
500,000 Gallon Single Pedestal
Owner/ Client: Moorhead Public Service, MN
Contact: Kristofer Knutson, 218-299-5475
***2018 Tnemec Tank of the Year Runner-Up**
- Skyline & Ella Ave Water Tower
750,000 Gallon Elevated Water Tower
Owner: City of Great Falls, MT
Client: AE2S
Contact: Nathan Weisenburger, 406-217-3711
- East Side Tower
500,000 Gallon Elevated Water Tower
Owner/ Client: City of Rosemount, MN
Contact: Dick Howe, 651-322-2041
- Tower No. 1
500,000 Gallon Single Pedestal
Owner: City of Pelican Rapids, MN
Contact: Robert Schlieman, PE (Apex),
218-844-2585
- South Tower
750,000 Gallon Single Pedestal
Owner/ Client: City of Menomonie, WI
Client: Cedar Corp
Contact: Jeremy Hoyt, 715-232-2395
- Mayhew Tower
500,000 Gallon Single Pedestal
Owner/ Client: City of Sauk Rapids, MN
Contact: Craig Nelson, 320-258-5300
- Lexington/ Diffley Reservoir
4,000,000 Gallon Ground Storage Reservoir
Owner/ Client: City of Eagan, MN
Contact: Jon Eaton, 651-675-5215
- West Tower- Keuhn Park Tower
1,500,000 Gallon Composite
Owner/ Client: City of Sioux Falls, SD
Contact: Darin Freese, 605-373-6971
- Zachary Tower
2,000,000 Gallon Toro Spheroid Tower
Owner/ Client: City of Plymouth, MN
Contact: Kevin Mastey, 763-509-5998
- Tower No. 1
50,000 Gallon Hydrocone
Owner/ Client: City of Vermillion, MN
Contact: Marke Peine, 651-248-3108
- Market Center/ Clock Tower
2,000,000 Gallon Composite
Owner/ Client: City of Eden Prairie, MN
Contact: Rick Wahlen, 952-949-8530
***2017 Tnemec Tank of the Year 2nd Runner-Up**
- Tower No. 5 & Tower No. 10
500,000 Gallon Single Pedestal
1 Million Gallon Composite
Owner: City of Fargo, ND
Contact: Troy Hall, 701-541-4180
- Flag Avenue Reservoir
1,500,000 Gallon Underground Reservoir
Owner/ Client: City of St. Louis Park, MN
Contact: Aaron Wiesen, 952-924-2673
- North Tower
750,000 Gallon Hydropillar
Owner/ Client: City of Baxter, MN
Contact: Kevin Cassady, 218-454-511
- Randall Road Tower
1 Million Gallon Single Pedestal
Owner: City of Elgin, IL
Contact: Nora Bertram, 847-931-6744
- Tower No. 1
250,000 Gallon Single Pedestal
Owner/ Client: City of Dodge Center, MN
Contact: Mark Barwald, 507-374-2840
- Tower No. 1
400,000 Gallon Single Pedestal
Owner/ Client: City of Wheaton, MN
Contact: Kris Krenz, 320-563-4110
- Tower No. 1
400,000 Gallon Single Pedestal
Owner/ Client: City of Otsego, MN
Contact: Brad Belair, 763-441-9163
- Tower No. 1
50,000 Gallon Legged Tower
Owner/ Client: USG Interiors, LLC- Red Wing, MN
Contact: Larry Dettmer, 651-309-8020
- North Tower
500,000 Gallon Double Ellipsoidal
Owner/ Client: City of Crookston, MN
Contact: Brandon Carlson, 218-289-0273

Project Profiles

KLM has an unparalleled record of consistently delivering successful projects like yours. KLM has planned, designed, and refurbished water towers for the past twenty years. The longevity of our projects is what we are most proud of. What owners most appreciate is the return in investment KLM brings to each rehabilitation project. The following pages list projects KLM has completed, like the proposed tower for the City of Freeport.

Reconditioning Project Profiles:



City of Eden Prairie, MN Market Center Tower Reconditioning of: 2,000,000 Gallon Composite

Dates of Service: 2016 Reconditioning

Conditions & Services: The Market Center Tower is an iconic structure for the City, with working clocks on the main column. Given the high profile, size, and challenging location of this tower, the City Manager (Rick Wahlen) performed detailed interviews with each bidding consultant and their staff, to select the best qualified firm to provide the engineering and inspection services required by the City. As the awarded consultant, KLM provided design services, construction management, full time AWS welding and NACE coating inspections throughout the duration of the project. Rick was instrumental in the project from the beginning of pre-construction to the final walk through and close out, including personally climbing the tower regularly to confirm the project had met his standards. Given the tight confines of the jobsite, KLM conducted weekly meetings locally to update the neighboring businesses and residents as the project commenced. The project was successful, being completed on time and within budget.

**2017 Tnemec Tank of the Year 2nd Runner Up*



City of Elgin, IL Randall Road Tower Reconditioning of: 1,000,000 Gallon Single Pedestal

Dates of Service: 2016 Evaluation, 2017 Reconditioning

Conditions & Services: A project of this size combined with a short schedule may intimidate some contractors and inspection firms. With the combined efforts of a local contractor and KLM, this successful project was completed on time and within budget. Antenna relocation also played a large part of the project. The efficiency of all parties involved allowed telecommunications to operate without disruption.



City of Lino Lakes, MN Tower No. 1

Reconditioning of: 1,000,000 Gallon Hydropillar

Dates of Service: 2013 Evaluation, 2016 Reconditioning

Conditions & Services: KLM performed a floatdown evaluation of Tower Number 1. KLM worked with the Utilities Supervisor on the project to provide plans and specifications. A qualified contractor was selected to perform the reconditioning of the tower. A full containment system was utilized during the project. KLM provided construction management, full time AWS, NACE inspectors, and antenna management throughout the project. A new logo was painted on two sides of the tower; choosing Thiemec Hydroflon for the topcoat on the exterior of the tower. The tower can be seen from Hwy 35W & 23.



City of Maple Grove, MN Fish Lake Tower

Reconditioning of: 1,500,000 Gallon Hydropillar

Dates of Service: 2011 Mixer, 2014 Evaluation, 2015 Reconditioning

Conditions & Services: This water tower project included a pre-assessment of the conditions, including an updated engineer cost estimate. Plans and specifications were approved as well as a qualified contractor during the bid process. KLM worked with the contractor on submittals including coating selection, drawing reviews, scheduling and more. KLM's Antenna Division worked with multiple cellular carriers to coordinate efforts of relocating cellular equipment to temporary locations during the reconditioning of the tower. KLM conducted weekly meetings on site to synchronize the efforts of the city, engineer, and contractor(s) as the project commenced. The project was successful being completed on time and within budget.



KLM Support Documents

2020 KLM Fee Schedule

Principal Associate	\$160.00 per hour
Engineering	\$185.00 per hour
Project Manager/Supervisor	\$130.00 per hour
Field Inspectors – CWI/NACE	\$120.00 per hour
Field Inspectors – NACE I & II	\$120.00 per hour
Drafting	\$85.00 per hour
Clerical	\$80.00 per hour

* Per Client needs, customized pricing is provided based on the total project requirements and time frame.

Reimbursable Expenses

The following expenses are reimbursable to KLM Engineering Inc.:

1. Travel time billed at the labor rates listed above or as contracted.
2. Vehicle mileage billed at \$0.85 per mile. KLM onsite vehicle/trailer will be charged at \$35.00 per day.
3. Daily Per Diem billed at \$175.00 per calendar day or as contracted.
4. Projected related expenses such as onsite rental equipment and sub-contractor or sub-consultants billed at actual cost plus 5%.
5. Production supplies, duplicating, and delivery expenses will be billed at the actual costs incurred, no mark-up.
6. Cell Phone charges will be billed at \$20.00 per week.

*Reimbursable expenses are included in construction observation not to exceed cost.

KLM ENGINEERING, INC.
TERMS AND CONDITIONS

1. **BASIC SERVICES.** The scope of KLM's work is described in the attached proposal or contract agreement and may not be expanded or reduced except by mutual agreement in writing.
2. **ADDITIONAL SERVICES.** Additional work or services shall not be performed without a duly executed change order or purchase order outlining the scope of additional work on services.
3. **OWNER'S RESPONSIBILITIES.** OWNER shall fully disclose to KLM its knowledge of the condition of the structure and its past and present contents and shall provide KLM with full information regarding the requirements for the project; shall designate an individual to act on OWNER'S behalf regarding the project. If necessary, shall clean and make the structure safe for entry; shall furnish the service of other consultants (including engineers, insurance consultants, accountants, attorneys, etc.) when those services are reasonable required or are reasonably requested by KLM; shall test for pollution and hazardous materials when required by law or requested by KLM; and shall provide all necessary permits and other authorization.
4. **SAFETY.** KLM shall only be responsible for safety of KLM personnel at the work site. The Owner or other persons shall be responsible for the safety of all other persons at the site. Owner shall inform KLM of any known or suspected hazardous materials or unsafe conditions at the work site. If, during the course of the work, such materials, or conditions are discovered, KLM reserves the right to take measures to protect KLM personnel and equipment or to immediately terminate services. Owner agrees to be responsible for payment of such additional protection costs. Upon such discovery, KLM agrees to immediately notify the Owner in writing, of the hazardous materials or unsafe conditions.
5. **HAZARDOUS MATERIALS.** Unless agreed in the scope of work KLM has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials at the project site. To the full extent permitted by the law, OWNER shall defend and indemnify KLM and its employees from all claims, including costs and attorney fees, arising out of the presence of hazardous materials on the job site.
6. **SITE ACCESS AND RESTORATION.** Owner will furnish KLM safe and legal site access. It is understood by Owner that in the normal course of work, some damage to the site or materials may occur. KLM will take reasonable precautions to minimize such damage. Restoration of the site is the responsibility of the Owner, unless agreed to in the scope of work.
7. **STANDARD OF CARE.** KLM will perform services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in the geographic area, and under similar budgetary constraints. No other warranty is implied or intended.
8. **SCHEDULING.** Prior to scheduling the OWNER shall furnish a written purchase order or request for the services required and shall give as much notice as possible in advance of the time when the services are desired. Our ability to respond to such an order will depend upon the amount of advance notice provided. If an inspection is canceled or delayed after KLM personnel and/or equipment are in transit to the work site, then the OWNER shall be billed, according to the TERMS AND CONDITIONS, for costs incurred by KLM.
9. **INSURANCE.** KLM will maintain worker's compensation insurance and comprehensive general liability insurance and will provide OWNER with a certificate of insurance upon owner's request.

10. **PAYMENT, INTEREST AND BREACH.** KLM will submit itemized monthly or other periodic invoices for work previously performed. Invoices are due upon receipt. OWNER will inform KLM of invoice questions or disagreements within 15 days of invoice date, unless so informed, invoices are deemed correct. OWNER shall make payment within 30 days after receiving each statement, and overdue payments will bear interest at 1.5 percent per month if OWNER is a business entity and at the legal rate of interest of the state in which the project is located if OWNER is a consumer. If any invoice remains unpaid for 60 days, such non-payment shall be a material breach of this agreement. As a result of such material breach, KLM may, at its sole option, suspend all duties to the Owner or other persons, without liability. Owner will pay all KLM collection expenses and attorney fees relating to past due fees, which the Owner owes under this agreement.
11. **MUTUAL INDEMNIFICATION.** Except as to matters actually covered by insurance purchased by KLM. KLM agrees to hold harmless and indemnify OWNER from and against liability arising out of KLM's negligent performance of the work, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to in writing. Except as to matters actually covered by insurance purchased by OWNER, OWNER agrees to hold harmless and indemnify KLM from and against liability arising out of OWNER'S negligent conduct, subject to any limitations, other indemnification's or other provisions OWNER and KLM have agreed to.
12. **LIMITATION OF LIABILITY.** OWNER agrees to limit KLM's liability to OWNER arising from professional acts, errors or omissions, such that the total aggregate liability of KLM does not exceed KLM's project fees except as to matters actually covered by insurance purchased by KLM.
13. **DELAYS.** If KLM work delays are caused by Owner, work of others, strikes, natural causes, weather, or other items beyond KLM's control, a reasonable time extension for performance of work shall be granted, and KLM shall receive an equitable fee adjustment.
14. **TERMINATION.** After 7 days written notice, either party may elect to terminate work for justifiable reasons. In this event, the OWNER shall pay for all work performed, including demobilization and reporting costs to complete the file project and reports to OWNER.
15. **SEVERABILITY.** Any provisions of this agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, OWNER and KLM will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.
16. **KLM'S DOCUMENTS.** All reports, specifications, drawings and other documents furnished by KLM are part of KLM's services to OWNER for use only for the project, and KLM retains all ownership of said documents regardless of whether the project is completed. OWNER may retain copies for reference in connection with the use and occupancy of the project; but KLM does not represent that the documents are suitable for reuse on extension of the project or on other projects. OWNER and others shall not use the documents on other projects or extensions of this project except by KLM's written agreement. OWNER will defend and indemnify KLM from all claims or losses arising out of the unauthorized use of the documents.
17. **ARBITRATION.** Any controversy or claim for money damages arising out of or relating to the making or performance or interpretation of this AGREEMENT, or the breach of this AGREEMENT, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three arbitrators, at least one of who is a structural engineer; and the panel may award only money damages and shall not award equitable relief. Judgment upon the arbitration award may be entered in any court having jurisdiction of the parties. The enforceability of these arbitration provision and arbitration awards will be governed by the Federal Arbitration Act.

18. **ARBITRATION FEES.** The prevailing party to any dispute arising out of this AGREEMENT shall be entitled to recover its reasonable fees and costs from the other party.
19. **JOB SITE IMAGES, PHOTOGRAPHY AND VIDEO.** During the term of this contract and thereafter, KLM has permission to take still photographs or video of the site for training, documentation, education or promotional purposes. A signed agreement constitutes the Owner's written permission to use the photographic image or video in the manner described herein. The only identifiable information to be used by KLM will be the Owner's name as displayed on the image. Acceptance of these terms and conditions is considered a legal release by the Owner allowing KLM to use of photographic images as described herein.

C:\winword\Terms & Cond., proposal.
11/1997

Memo

From: Joan Wall, Clerk-Treasurer

To: Freeport City Council

Date: 5/19/2020

Re: Insurance on Old Water Tower

The quote I received from North Risk Partners for insurance on the old water tower is a rate of \$0.0412 per \$100 of value. If we wanted to insure it for \$100,000, the premium is about \$41.00. If we wanted to insure it for \$350,000, the premium is about \$144.00. I have asked them to add it to our insurance at the \$100,000 value as Council requested at the last meeting.

Memo

From: Joan Wall, Clerk-Treasurer

To: Freeport City Council

Date: 5/21/2020

Re: Rescind Resolution 2020-08 Declaring COVID-19 Emergency

On March 31, 2020, Council approved Resolution 2020-08 Declaring COVID-19 Emergency. This resolution declared a state of local emergency, which gave the City more flexibility in order to address issues related to the pandemic until rescinded. Would Council like to rescind this resolution?

Memo

From: Joan Wall, Clerk-Treasurer

To: Freeport City Council

Date: 5/21/2020

Re: Outside Seating for Restaurants

In light of Governor Walz's guidance given May 20, 2020, does the City wish to allow restaurants to add tables outside their establishments?

1. Restaurants must operate within the safety guidelines from the Minnesota Department of Health.
2. Suggest/require a physical barrier of some kind around the perimeter of the seating area.
3. Restaurants must post rules at each table regarding alcohol staying within the fenced-in perimeter.

Specific Restaurant Plans

1. Pooch's Corner Pub
 - a. Close sidewalk the on south and east side of their building
 - b. Allow for sidewalk dining
2. Charlie's Café
 - a. Close off 12 parking stalls in front of Freeport State Bank and Charlie's Café
3. Ackie's
 - a. Allow for sidewalk seating on the south side of their building
 - b. Allow for seating on the north side on their property up to the alley