



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

August 25, 2020 - Regular Meeting Agenda
Freeport City Hall - 7:00 pm

Call to Order

- I. Approve Agenda
- II. Open Public Forum
- III. Consent Agenda
 - a. July 28, 2020 Council Meeting Minutes (1-4)
 - b. Claims ~~4194-4220~~ (5-10)
 - c. Sheriff's Report (11)
- IV. Reports
 - a. Clerk-Treasurer Report (12-18)
 - b. Fire Department Report (19-22)
 - c. Public Works Report (23-24)
 - d. Engineer Report (25)
 - e. Attorney Report (26)
- V. Old Business
 - a. Administrative Penalties (27-45)
 - b. Personnel Policy (46-59)
- VI. New Business
 - a. Senior Center Cement Work (60-61)
- VII. Adjourn

Next Regular Meeting: September 29, 2020



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July 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, Ben Ettle, 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)
Keith Fischer (109 3rd St SW)

Branden Roering (Freeport Fire Dept)
Walter Beuning (110 3rd St SW)

Approve Agenda

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

Public Forum

Walter Beuning stated he is having a hard time getting over the drive-over curb on the end of his driveway with his wheelchair and would like the City to remove the curb and create a tapered slope from the driveway to the street. Blommel explained there is about an inch and a half to a two-inch drop. Blommel stated he could stop out and take a look.

Beuning stated that there are a lot of jake brakes being used when trucks are coming into town. Eveslage wondered if we have a prohibition against engine braking in our ordinance. Dymoke doesn't think we do. Discussion was had regarding how we would enforce such an ordinance since we don't have a police force to do so. Beuning stated just putting up signs might help.

Keith Fischer stated he wants to continue the conversation about parking by Oak Station Coffee & Cone and painting by driveways. Ettle stated we did paint by the intersection, but had decided not to paint by driveways because that would open a can of worms. Eveslage agreed and said most towns who paint by driveways do it along state highways. Fischer brought pictures of people parking in front of driveways. He stated it has helped when Oak Station's employees park in front of his property, but do they have to park on the curb and grass? Eveslage stated at least he has controlled parking and let's not split hairs with how they park. Fischer doesn't think painting five feet on either side of his driveway is too much to ask for. Eveslage asked if Fischer could park his own truck in front of his property. Fischer said he could, but is the City going to cite him for parking there for more than 48 hours at a time? Fischer stated the painting the City did was very effective. Eveslage clarified that the curbs were painted because it was a public safety issue, not just because Fischer brought this to the Council's attention. The decision was made at the July meeting to paint at the intersection in hopes that would solve the public safety issue. Fischer asked why the curb wasn't painted in front of the fire hydrant and Blake had the same question. After more discussion about the

parking by Fischer's driveway, Hennen asked if we painted the curb by his driveway, would that end the discussion? Fischer said he thinks that would make it 90% better. Eveslage stated we would discuss it with Public Works at that point in the agenda.

Consent Agenda

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

Reports

Clerk-Treasurer Report

On the topic of nuisance properties, Eveslage mentioned that Avon charges administrative fees on properties until they are in compliance. Our ordinance says we can bill an administrative fee, but it isn't on our fee schedule. Several council members stated they thought it would be a good idea to charge administrative fees. Wall stated the fee schedule does have a fee of \$95 for "nuisance response". Dymoke stated that is for when the City takes action to correct a violation, not just when a letter is sent. Dymoke will look further into administrative fines. In the short term, the City could try posting the letter on their doors instead of mailing a letter.

Wall reported to Council that the League of MN Cities Insurance Trust (LMCIT) has agreed to add the old water tower to our insurance for the \$100,000 we asked for, but the deductible will be \$10,000, which is higher than normal. Wall asked Fritz at North Risk Partners if we could challenge this and he said they have been appealing it on our behalf, but the LMCIT underwriter will not budge. LMCIT wants to add the water tower at over \$300,000 as if it were a working water tower, which means a higher premium. Fritz doesn't think it is fair either, but there isn't much we can do.

Fire Department Report

Grieve reported that in the last month they had three medical calls and two cancelled fire calls. Grieve asked Council if we could separate the building/equipment fund into two different funds within the AFSA fund. Ettle moved to approve separating the funds with Grieve and Wall coordinating on the amounts, seconded by Renneker. Motion carried 5-0.

Grieve reported that Melrose brought over their old air tanks and packs so we are now in compliance again. We'll give them to Grey Eagle when we're done with them.

Public Works Report

Goebel reported the recirculating pump is going out at the new water tower so he will get some bids on it. Tri-State Pump will be here tomorrow to do annual inspections. We received a partial report from the Department of Health on our water audit and it looks like things are good there. Goebel is working with Minnesota Pollution Control Agency (MPCA) on an audit which will go on for a few weeks. Either Council or Wall will receive emails regarding that. MPCA works with Goebel, and will report to Council. So far, the MPCA is recommending that the City order an oxygen detector for the ponds next year.

Goebel reported the alley behind Hennen Flooring and right behind Craig Meyer is really sunk down. Goebel received a bid from Kotzer to cut the grass and add a couple loads of fill for \$500. Council's consensus was to have Kotzer do the work.

Goebel reported that a very large branch came off a tree by the creamery well. He has been able to find three of the property pins and has determined the tree is on the City's property. Goebel stated Tim Linn would like the whole tree taken down because he's afraid it will fall and damage their property. The base of

the tree is about six feet wide and Carr's gave an estimate to Linn of \$2,000 to take it down. Hennen asked if the tree fell, where would it land? Goebel stated it might land on Linn's garage. Council consensus is for Goebel to contact some contractors to see if they think the tree needs to come down.

Blake asked about the curb painting by Oak Station. She thought they decided to paint around the corners where the handicapped accessible ramps are located. Goebel asked for clarification from Council on where to paint. Council would like the curbs painted around the corners to the handicapped accessible ramps on both sides of Charlie's house and the corner by Oak Station.

Hennen asked what Goebel's thoughts are on painting by Fischer's driveway. Goebel asked if we could paint all the way to Fischer's driveway from the corner. Council's consensus is to paint all the way to Fischer's driveway.

Engineer Report

Blommel stated the paint and the recirculating pump on the new water tower are expected wear items that the USDA set-aside fund we have will cover. It is to our advantage to have Tri-State Coatings paint the new tower while they are in town to paint the old tower. Since they have the lift in town already the cost will be half what it would be if we had them come just to touch up the new tower. Eittle moved to approve Tri-State Coatings touch-up painting the new tower for \$7,000, seconded by Hennen. Motion carried 5-0.

Blommel met with Eveslage, Hennen, and Wall to talk about assessments for the new project. The consensus was the assessments would be pretty high if we kept the assessment policy the same. Blommel recommends looking at our policy to see about decreasing the assessment rate so it is in a more reasonable range. The assessment policy can be amended at any time without a public hearing per Dymoke. Blommel would like to get some appraisals in the project area to ensure we are doing this right. He spoke to a company that does a special assessment letter for 100 homes and assigns value to all the homes for \$2,500 instead of \$400 per house if we chose to appraise a few homes. Blommel believes this would be money well spent and this company could have it done by the August council meeting. The goal is to assess what is allowable by law and also to be fair to the homeowners. The company would send Wall an agreement to sign and they would get to work right away. Renneker moved to approve doing the special assessment letter for \$2,500, seconded by Blake. Motion carried 5-0.

Attorney Report

Dymoke had nothing to report.

Old Business

None

New Business

CARES Act Funding

Wall explained that the City can choose to administrate our own small business relief program and could choose to use the online application process Stearns County has already set up, which would make the process much easier to manage. If we do our own program, we would have control of which businesses in Freeport would receive grant funds, and the County would give us an additional 25% to give out to our businesses. If we gave our allocation to Stearns County for their small business relief program, Stearns County would decide among all applications received in the County.

Hennen asked about getting supplies for the Fire Department. Grieve stated that all the supplies they need are being given to them free of charge from the County. Ettle moved to use \$45,000 to set up our own small business relief program, seconded by Blake. Motion carried 5-0. Ettle suggested the EDA be the committee to decide which applications receive funding. Council agreed.

Review Personnel Policy

Wall pointed out the corrections to the personnel policy she made to make them match current operations, like days and hours of operation and how the work week runs. Council directed Wall to remove crossed out sections instead of leaving them in the policy with the date rescinded. Ettle asked about having a peer review aspect to performance appraisals. Dymoke pointed out page 16 of the policy states that an “objective review system will be established by the City Clerk”, so does the Clerk establish the system or the Council? After discussion, Eveslage suggested we leave it as is for now because a lot of cities do it like we do. Renneker noted that council members could contact staff when they are completing a review to find out more information.

Health Insurance on page 17 was mentioned briefly, with consensus that paying employees for health insurance instead of them being on the City’s policy would end with Wall and Goebel.

Discussion was had regarding the compensatory time portion of the personnel policy on page 14. Eveslage expressed his concern that he doesn’t want Goebel to burn out because he doesn’t take many days off. The idea of comp time is to take time off after having to work extra hours to plow snow, etc. Other council members stated that it is good for any employee to take some time off. The general consensus is to come up with a maximum that can be accrued and/or carried over. Eveslage asked Goebel to take some days off to bring the comp time balance down. Eveslage appreciates Goebel’s dedication to the City but also wants him to take care of his own health. Council would like to see examples of other cities’ comp time policies to compare.

Adjourn

At 9:15 pm Ettle moved to adjourn, seconded by Renneker. Motion carried 5-0.

Mayor, Mike Eveslage

City Clerk-Treasurer, Joan Wall

08/13/20
12:06:15

CITY OF FREEPORT
Claim Approval List
For the Accounting Period: 8/20

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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
4194		15 ALBANY MUTUAL TELEPHONE	247.32					
	10394226	08/01/20 836-2411	39.69			225 42200	320	10100
	10394226	08/01/20 836-2413	37.12			225 42200	320	10100
	10394573	08/01/20 836-7158	39.61			101 41000	320	10100
	10394371	08/01/20 836-2685	20.34			601 43225	320	10100
	10394371	08/01/20 836-2685	20.34			602 43250	320	10100
	10394100	08/01/20 836-2112	90.22			101 41000	320	10100
		Total for Vendor:	247.32					
4195		70 CENTERPOINT ENERGY	41.47					
	07/24/20	Maintenance Building	17.59			101 43100	382	10100
	07/24/20	Fire Hall	23.88			225 42200	382	10100
		Total for Vendor:	41.47					
4196		76 CENTRAL MINNESOTA CREDIT UNION	459.78					
	06/30/20	USPS - utility billing postage	35.00			601 43225	200	10100
	06/30/20	USPS - utility billing postate	35.00			602 43250	200	10100
	06/30/20	USPS - general postage	1.40			101 41000	200	10100
	06/30/20	USPS - utility billing postage	17.50			601 43225	200	10100
	06/30/20	USPS - utility billing postage	17.50			602 43250	200	10100
	06/30/20	Gear wash 06/09/20	187.44			225 42200	240	10100
	06/30/20	GoToMeeting monthly sub.	15.00			101 41000	210	10100
	06/30/20	MCFOA Conference credit	-275.00			101 41400	330	10100
	06/30/20	MCFOA Conference credit	-50.00			101 41400	330	10100
	06/30/20	Stearns Co. Beacon fee	1.00			101 41000	433	10100
	07/31/20	Building permit surcharge	120.73			101 42050	436	10100
	07/31/20	USPS - utility billing postage	82.50			601 43225	200	10100
	07/31/20	USPS - utility billing postage	82.50			602 43250	200	10100
	07/31/20	USPS - water sample	10.95			601 43225	200	10100
	07/31/20	Fire Dept. cleaning supplies	55.28			225 42200	210	10100
	07/31/20	USPS - general postage	55.00			101 41000	200	10100
	07/31/20	GoToMeeting monthly sub.	15.00			101 41000	210	10100
	07/31/20	Speed limit signs	51.98			101 43100	210	10100
	07/31/20	Stearns Co. Beacon fee	1.00			101 41000	433	10100
		Total for Vendor:	459.78					

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Claim/	Check	Vendor #/Name/	Document \$/	Disc \$						Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account		
4197		145 FINKEN WATER SOLUTIONS	23.00							
	1214819	08/01/20 Water softener rental	15.00			101 41000	410			10100
	1214820	08/01/20 Maint water cooler rental	8.00			101 43100	410			10100
		Total for Vendor:	23.00							
4198		387 RAHNS OIL & PROPANE, INC	475.37							
	5368	07/31/20 Fire dept. fuel	70.90			225 42200	215			10100
	5368	07/31/20 Public works fuel	391.61			101 43100	215			10100
	5368	07/31/20 Meal for project meeting	12.86			101 43100	210			10100
		Total for Vendor:	475.37							
4199		437 STAR PUBLICATIONS LLC	150.00							
	188044	07/31/20 Legal ad - candidate filings	64.00			101 41450	350			10100
	188044	07/31/20 Annual TIF disclosure statemen	56.00			101 41000	350			10100
	188044	07/31/20 Legal ad-Public Accuracy Test	30.00			101 41450	350			10100
		Total for Vendor:	150.00							
4200		510 VERIZON WIRELESS	43.16							
	9859871857	08/01/20 Cell phone - Aug	43.16			101 43100	320			10100
		Total for Vendor:	43.16							
4201		750 WASTE MANAGEMENT, INC	148.21							
	6947449	08/03/20 City hall & maint building	134.46			101 43100	383			10100
	6946743	08/03/20 Fire hall	13.75			225 42200	383			10100
		Total for Vendor:	148.21							
4202		525 XCEL ENERGY, INC	2,442.46							
	695015760	08/03/20 Streetlights	705.85			101 43160	381			10100
	695207696	08/04/20 302188142	181.31			601 43225	381			10100
	695207696	08/04/20 302252262	67.06			101 43160	381			10100
	695207696	08/04/20 302290398	223.97			101 41000	381			10100
	695207696	08/04/20 302679657	100.37			101 43100	381			10100
	695207696	08/04/20 302700297	25.22			602 43250	381			10100
	695207696	08/04/20 302947044	184.14			601 43225	381			10100
	695207696	08/04/20 303193187	28.37			602 43250	381			10100
	695207696	08/04/20 303616049	203.43			225 42200	381			10100

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Claim/	Check	Vendor #/Name/		Document \$/	Disc \$						Cash	
		Invoice #/Inv	Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
	695207696	08/04/20	303936749	41.09			101		43160	381		10100
	695207696	08/04/20	303956738	403.13			101		43160	381		10100
	695207696	08/04/20	303963984	213.45			101		43160	381		10100
	695207696	08/04/20	303985901	32.05			101		43160	381		10100
	695207696	08/04/20	304083816	12.63			101		43160	381		10100
	695207696	08/04/20	304098414	20.39			602		43250	381		10100
		Total for Vendor:		2,442.46								
		# of Claims	9	Total:	4,030.77							

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4203		581 ALEX AIR APPARATUS, INC	62.82					
	INV-42061	08/07/20 Fire Fighter boots - 2 pair	697.82			225 42200	240	10100
	INV-42061	08/07/20 Credit on prev. over charge	-635.00			225 42200	220	10100
		Total for Vendor:	62.82					
4204		763 BLUE TARP FINANCIAL, INC	58.73					
	B37000/F	08/05/20 Yellow safety paint	42.99			101 43100	210	10100
	B37000/F	08/05/20 Nitrole gloves	11.75			101 43100	210	10100
	B37000/F	08/05/20 Paint brush	3.99			101 43100	210	10100
		Total for Vendor:	58.73					
4205		751 CITY OF FREEPORT	138.57					
	06/30/20	Fire hall water usage Apr-Jun	138.57			225 42200	384	10100
		Total for Vendor:	138.57					
4206		123 DYMOKE LAW OFFICE, P.A.	125.00					
	08/03/20	City Council meeting	125.00			101 41000	302	10100
		Total for Vendor:	125.00					
4207		752 EXPERT T BILLING	162.00					
	7255 08/10/20	6 calls billed - July	162.00*			225 42200	300	10100
		Total for Vendor:	162.00					
4208		155 FREEPORT FARM CENTER, INC	87.75					
	103581 07/28/20	Zero turn blades	87.75			101 45200	220	10100
		Total for Vendor:	87.75					
4209		174 GOPHER STATE ONE CALL, INC	5.40					
	0070401 07/31/20	4 emailed tickets	2.70			601 43225	300	10100
	0070401 07/31/20	4 emailed tickets	2.70			602 43250	300	10100
		Total for Vendor:	5.40					
4210		179 GRANITE ELECTRONICS, INC	491.48					
	154005106 07/21/20	Pager repair	248.00			225 42200	245	10100
	154005154 07/21/20	Pager repair	243.48			225 42200	245	10100
		Total for Vendor:	491.48					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4211		194 HENNEN LUMBER CO, INC	23.14					
	48265	05/14/20 Batteries for metal detector	4.36			101 43100	210	10100
	49700	06/25/20 Paint brushes-curb painting	18.78			101 43100	210	10100
		Total for Vendor:	23.14					
4212		668 JOAN WALL	31.63					
	08/11/20	Mileage - ballots to county	31.63*			101 41450	335	10100
		Total for Vendor:	31.63					
4213		219 JOANN TIMP	144.00					
	08/15/20	4 cleanings 7/25/20-8/15/20	144.00			101 41000	300	10100
		Total for Vendor:	144.00					
4214		757 MARY PRAX WILLIAMS	25.30					
	08/08/20	Mileage election supply pickup	25.30*			101 41450	335	10100
		Total for Vendor:	25.30					
4215		769 METRO SALES, INC	89.87					
	INV1631530	07/21/20 Rental Charge 6/15/20-7/14	89.87			101 41000	410	10100
		Total for Vendor:	89.87					
4216		562 MINNESOTA DEPARTMENT OF HEALTH	729.00					
	08/13/20	Qtrly H2O service connect fee	729.00			601 43225	431	10100
		Total for Vendor:	729.00					
4217		385 QUILL CORPORATION	104.06					
	8796601	07/21/20 2 - Clorox wipes - Elections	10.50			101 41450	210	10100
	8796601	07/21/20 2 - Clorox wipes - General	10.50			101 41000	210	10100
	9022344	07/28/20 Nitrile gloves	10.59			101 41000	210	10100
	9545434	08/13/20 Dab n seal for envelopes	13.55			101 41000	210	10100
	9545434	08/13/20 Address labels	28.05			101 41000	210	10100
	6545434	08/13/20 Office paper	30.87			101 41000	210	10100
		Total for Vendor:	104.06					

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4218		710 SAUK CENTRE FLEET SUPPLY	7.89					
	250939	08/05/20 Ant Killer	7.89			101 43100	210	10100
		Total for Vendor:	7.89					
4219		413 SCHLENNER WENNER & CO	451.00					
	259495	07/31/20 Relief assoc Q2 payroll rpt	51.00*			225 42200	300	10100
	260060	07/31/20 Annual TIF reporting	400.00			101 41000	300	10100
		Total for Vendor:	451.00					
4220		567 TRI-STATE PUMP & CONTROL INC	1,050.00					
	442028	07/29/20 3 lift station inspections	1,050.00			602 43250	300	10100
		Total for Vendor:	1,050.00					
		# of Claims	18	Total:	3,787.64			

FREEPORT CALLS

City	Date_Received	Call #	Description	Actual_Incid_Location
FREEPORT	07/17/2020 12:58:46	20057688	AGENCY ASSIST	
FREEPORT	07/21/2020 23:54:32	20059424	BAR CHECK/BAR CROWD	
FREEPORT	07/31/2020 03:36:10	20062402	CANINE TRAINING	
FREEPORT	07/13/2020 18:03:41	20056273	DIRECTED PATROL	
FREEPORT	07/10/2020 06:58:14	20054748	DOG COMPLAINT/BARKING	
FREEPORT	07/03/2020 03:23:06	20052385	DOOR CHECK(S)	
FREEPORT	07/31/2020 02:57:04	20062391	DOOR CHECK(S)	
FREEPORT	07/31/2020 02:57:57	20062392	DOOR CHECK(S)	
FREEPORT	07/31/2020 02:58:21	20062393	DOOR CHECK(S)	
FREEPORT	07/31/2020 02:58:48	20062394	DOOR CHECK(S)	
FREEPORT	07/25/2020 23:48:33	20060776	DOOR CHECK(S)	
FREEPORT	07/31/2020 03:09:53	20062396	DOOR CHECK(S)	
FREEPORT	07/01/2020 10:01:55	20051856	FOLLOW UP	
FREEPORT	07/31/2020 03:03:43	20062395	FOOT PATROL	
FREEPORT	07/31/2020 02:33:57	20062387	FOOT PATROL	
FREEPORT	07/11/2020 22:41:17	20055609	LOUD PARTY	
FREEPORT	07/10/2020 20:30:45	20055027	MATTER OF INFORMATION	
FREEPORT	07/08/2020 02:02:55	20054078	NOISE COMPLAINT	
FREEPORT	07/30/2020 13:35:37	20062224	NOISE COMPLAINT	
FREEPORT	07/28/2020 19:17:12	20061628	PAPER SERVICE	
FREEPORT	07/31/2020 08:53:56	20062431	REPORT WRITING	
FREEPORT	07/31/2020 18:23:42	20062585	REPORT WRITING	
FREEPORT	07/23/2020 10:18:33	20059916	SPECIAL DETAIL	
FREEPORT	07/17/2020 12:52:59	20057685	SUSPICIOUS PERSON	
FREEPORT	07/22/2020 01:25:20	20059448	SUSPICIOUS VEHICLE	
FREEPORT	07/27/2020 05:18:20	20061091	SUSPICIOUS VEHICLE	
FREEPORT	07/29/2020 03:23:36	20061738	TRAFFIC STOP	
FREEPORT	07/23/2020 21:58:10	20060132	TRAFFIC STOP	
FREEPORT	07/31/2020 23:32:08	20062695	TRAFFIC STOP	
FREEPORT	07/13/2020 18:09:47	20056275	TRAFFIC STOP	
FREEPORT	07/22/2020 00:40:59	20059435	TRAFFIC STOP	
FREEPORT	07/21/2020 23:18:50	20059413	TRAFFIC STOP	
FREEPORT	07/12/2020 00:03:17	20055645	TRAFFIC STOP	
FREEPORT	07/02/2020 02:25:26	20052087	TRAFFIC STOP	
FREEPORT	07/25/2020 13:03:44	20060579	TRAINING ONLINE	
FREEPORT	07/24/2020 15:33:11	20060310	WELFARE CHECK	
FREEPORT	07/05/2020 14:33:55	20053277	WELFARE CHECK	

Memo

From: Joan Wall, Clerk-Treasurer

To: Freeport City Council

Date: 8/19/2020

Re: Clerk-Treasurer Report

1. August 11th was the last day to turn in an Affidavit of Candidacy to run for City Council. The election will be held on November 3. Those who turned in the form are:
 - Mike Eveslage – Mayor
 - Jake Renneker – Council Member
 - Nicholas Arnzen – Council Member
 - Keith Fischer – Council Member
2. The New Munich Jaycees are organizing a Battle of the Towns Food Drive Challenge. There will be a bin at Freeport State Bank September 3-17 to donate toward the food drive. They will announce the winning town on September 19 at a movie night.
3. It is time to renew our insurance with League of Minnesota Cities. As part of this process, we need a motion from Council on whether or not to waive the statutory liability limits. The statutory liability limits are limited to \$500,000 per person with a maximum of \$1,500,000 if someone sues the City and we're at fault. In the past the City has waived the limits. The standard insurance package is \$2,000,000.
4. Another decision to make for the insurance renewal is related to cyber security coverage. The standard limit for first party data breach response expense is \$250,000 annual aggregate, but we can increase this limit to \$500,000 for an additional premium charge. I have requested the dollar amount of the additional premium charge. Does Council want to increase the limit?
5. The criminal prosecution contract we have with the Stearns County Attorney is up for renewal for 2021 and 2022. They have kept the fee the same as what we have paid in the past: \$1,500 per year. A copy of the contract follows the liability coverage waiver form. We will need a motion from Council in order to approve the contract for two more years.

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to psstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____



JANELLE P. KENDALL

Stearns County Attorney

August 7, 2020

Joan Wall
Freeport City Clerk/Treasurer
P.O. Box 301
Freeport, MN 56331

Re: Criminal Prosecution Contract for 2021 and 2022

Dear Ms. Wall:

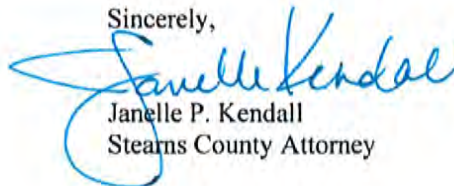
The Stearns County Attorney's Office prosecutes misdemeanor and petty misdemeanor violations of Minnesota's state statutes for the City of Freeport pursuant to contract. Based on our experiences, this has been a mutually efficient and cost-effective way to provide professional prosecution services to your city. Since our current contract ends December 31, 2020, I am writing to present you with a proposal to extend this contract beyond that date.

My office is sensitive to the constrictions placed on city budgets by the Covid-19 pandemic and will continue your representation in these matters for the flat rate of \$1,500 per year for calendar years starting on January 1, 2021 and 2022. City contract rates are based on a review of the historical number of prosecution files, the population of your city, size of the police department, personnel and administrative costs to our office, and comparison to other contracts for cities of comparable size in Stearns County.

Our services under the contract will continue to include victim and witness assistance, civil asset forfeiture, appellate representation on these cases, law enforcement training, and 24/7 availability for law enforcement questions.

Despite the lack of major changes, please re-familiarize yourself with the contract. If you have any questions or concerns, please do not hesitate to contact me or Chief Deputy County Attorney Michael Lieberg at the number below.

Sincerely,


Janelle P. Kendall
Stearns County Attorney

JPK/MJL/jtl
Enclosure

AGREEMENT FOR PROSECUTION SERVICES

THIS AGREEMENT is made and entered into by and between the COUNTY OF STEARNS and the STEARNS COUNTY ATTORNEY, hereinafter referred to collectively as the "County," and the CITY OF FREEPORT, MINNESOTA, hereinafter referred to as the "Municipality;"

WHEREAS, the Municipality desires to engage the services of the County to prosecute petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses, including criminal and traffic state law violations and criminal and traffic probation violations that arise under state law which occur within the jurisdiction of the Municipality;

WHEREAS, Minn. Stat. § 484.87, subd. 3, allows for a Municipality to enter into an Agreement with the County Board and the County Attorney for the County to provide such prosecution services for criminal offenses that occur within the Municipality. Said "Prosecution Services" include the following: (1) prosecuting petty misdemeanor, misdemeanor and gross misdemeanor criminal and traffic offenses arising under state law and criminal and traffic probation violations that occur within the jurisdiction of the Municipality; (2) giving advice and guidance on prosecution matters, procedures and policies to Municipal law enforcement relating to criminal prosecutions; (3) providing P.O.S.T. accredited law enforcement training for the Municipality law enforcement officers when such training is being provided or sponsored by the County; (4) providing victim assistance and/or services as mandated by Minn. Stat. § 611A; (5) completing criminal appeals before the Minnesota Court of Appeals and the Minnesota Supreme Court on matters arising under state law which occur within the jurisdiction of the Municipality; and, (6) providing administrative advice and assistance and legal services in district court and Minnesota's courts of appeal related to civil administrative and judicial forfeitures originated by the Municipality's law enforcement agency;

WHEREAS, logistically, functionally and financially such an Agreement is mutually beneficial to both the County and Municipality.

NOW, THEREFORE, in consideration of the mutual covenants and understandings contained herein, the County and Municipality enter into the following Agreement:

1. TERM AND COST OF THE AGREEMENT

- A) The County will provide the Municipality with the prosecution services above-referenced for cases that occur within the jurisdiction of the Municipality beginning January 1, 2021. This Agreement will continue for the calendar years 2021 and 2022. Any Agreement for prosecution services for future years will be finalized by November 1 of the year before such service is to commence. If such an Agreement is not reached, this Agreement will expire on January 1 of the following year.
 - i) Beginning January 1, 2021, the Municipality will pay \$1,500 (one thousand five hundred dollars) to the County, said money to be used to fulfill this Agreement, including the payment of salary, benefits, and other costs incurred by the County in performance of its obligations hereunder

for calendar year 2021. Municipality will pay County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.

- ii) January 1, 2022 the Municipality will pay \$1,500 (one thousand five hundred dollars) to the County for calendar year 2022, said money to be used to fulfill this Agreement, including the payment of salary, benefits, and other costs incurred by the County in performance of its obligations hereunder. Municipality will pay County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.

- B) The County will provide all prosecution services, administrative services, overhead, secretary and paralegal support in fulfilling its obligations under and for the term of this Agreement. The Municipality will forward all law enforcement files to the County at no charge to the County.

2. **MODIFICATION**

Any alteration, modification, amendment or waiver of provisions of the Agreement shall be valid only when it has been reduced to writing and signed by representatives of all parties.

3. **TERMINATION OF AGREEMENT**

Either party may terminate this Agreement at any time, with or without cause, upon 90 days notice, in writing, delivered by certified mail or in person to the City Clerk for the Municipality or County Attorney for the County. During the term of this Agreement, the County will not increase the fees stipulated to in this Agreement. Unless a separate written agreement is reached, on expiration or termination of this contract, the Municipality's new attorney(s) will undertake representation of the Municipality in all matters then filed, pending, or otherwise before the Court as a result of the County's representation of the Municipality. On expiration or termination of this contract, at the Municipality's request, the County will electronically duplicate and deliver files that were the subject of representation pursuant to this agreement to the Municipality in the electronic format that suits the business needs and practices of the County.

4. **INTEGRATION**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof.

5. **SERVICES SPECIFICALLY EXCLUDED**

The Parties acknowledge and agree that the County will not prosecute violations of local ordinances adopted by the Municipality. Local ordinance enforcement remains the sole responsibility of the Municipality. The Parties further acknowledge and agree that as a term or condition of this contract, the County will not provide representation to the Municipality on criminal prosecution related matters, if any, venued in any federal

district or federal appellate court. Likewise, the County will not provide representation or advice or otherwise participate in any administrative citation process, regardless of statutory authorization for such programs.

6. **RELEASE AND INDEMNIFICATION**

The Parties further acknowledge and agree that the County will not indemnify in any way or defend civil claims for damages or any other cause(s) of action alleging wrongdoing by the County on behalf of the Municipality, whether in federal or state court, if any, arising in relation to any criminal prosecution or administrative or judicial forfeiture action undertaken by the County on behalf of Municipality. The Municipality remains solely responsible for defense of such claims, including but not limited to civil litigation expenses, settlement costs, and court ordered awards.

IN WITNESS WHEREOF, the Municipality, by motion duly adopted by its governing body, caused this Agreement to be signed by its Mayor and attested by its Clerk; and the County of Stearns, by the County Board of Commissioners, has caused this Agreement to be signed by the Chair Person and Clerk of said Board, and by the Stearns County Attorney, effective on the date and for the duration as above-referenced.

Dated: _____

CITY OF FREEPORT

By: _____

~~Matt Worms, Mayor~~
Mike Everslage

Attest: _____

Joan Wall
City Clerk/Treasurer

Dated: _____

COUNTY OF STEARNS

By: _____

Leigh Lenzmeier, Chair
Stearns County Board

By: _____

Randy Schreifels
County Auditor/Treasurer

Dated: 8/7/2020

STEARNS COUNTY ATTORNEY

By: _____

Janelle P. Kendall
Janelle P. Kendall
County Attorney

Memo

From: Andy Grieve, Fire Chief

To: Freeport City Council

Date: 8/19/2020

Re: Fire Department Report

We received notification that the Freeport Area Fire Service was awarded a FEMA grant in the amount of \$121,380.95 to purchase needed equipment. We contracted with a different grant writer through Widseth this time. Gail Leverson and Greg Bohl from Widseth will attend our meeting to talk more about the grant.

~~~~~

We also received a Community Safety Grant in the amount of \$2,500 from CenterPoint Energy. Loren Goebel filled out the application according to the guidelines, requesting funds for hand held radios, batteries for the radios, and a safety harness carabiner.

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Joan Wall  
FREEPORT, CITY OF  
PO BOX 301 125 MAIN ST E  
FREEPORT, MN 56331



EMW-2019-FG-05123

Dear Joan Wall,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$121,380.95 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$6,069.05 for a total approved budget of \$127,450.00. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bridget Bean", with a stylized flourish at the end.

Bridget Bean  
Assistant Administrator  
Grant Programs Directorate



505 Nicollet Mall  
P.O. Box 59038  
Minneapolis, MN 55459-0038

August 11, 2020

Loren Goebel, Secretary  
City of Freeport  
PO Box 301  
Freeport, MN 56331

Dear Loren,

The Community Safety Grant program offers an opportunity for CenterPoint Energy to invest in the cities we serve. For 150 years we have partnered with communities supporting our shared commitment to safety while delivering safe, reliable natural gas.

Since 2003, the program has awarded more than \$2 million in donations and provided funding to support 1053 projects in communities throughout CenterPoint Energy's service area.

Through the grant program, we can help cities leverage local funds to purchase needed safety equipment or support safety projects that are important to your community.

We are pleased to present the City of Freeport with a Community Safety Grant in the amount of \$2500 for hand held radios, batteries and safety harnesses.

**Please confirm receipt of the check as soon as possible by emailing Beth Brown at [beth.brown@centerpointenergy.com](mailto:beth.brown@centerpointenergy.com)**

Thank you for your efforts to make our community safer.

Sincerely,

A handwritten signature in black ink that reads "Beth Brown".

Beth Brown  
Specialist, Community Relations  
612-321-4899



# Community Safety Grant

## 2020 Guidelines



CenterPoint Energy offers matching grants to cities served by the company through the Community Safety Grant Program. In 2020, the program will award grants up to \$2,500, giving priority to applications focusing on safety equipment or safety-related projects.

Priority will be given to franchised cities that have not received a grant in the last year.

### CRITERIA

#### Eligibility

Proposed equipment or special project must be initiated or sanctioned by a city served by CenterPoint Energy.

**Each application must be signed by the City Manager, Administrator or Clerk.**

We will only accept one request from each city.

#### Number and amount of grants

The company will award grants up to a maximum amount of \$2,500 until the 2020 funds are depleted. The funding request cannot exceed 50 percent of the total equipment or project cost.

#### Eligible projects

The equipment or project must be used for safety initiatives in the community. Grant program funds will be used to leverage local funds.

*Examples of eligible safety equipment include:*

- Multi-gas breathing apparatus
- Fire fighting equipment
- Thermal imaging cameras
- Extraction tools
- Self-contained breathing apparatus
- Portable positive pressure oxygen kit
- Specialized rescue vehicles and equipment
- Emergency communication equipment
- Defibrillators
- Civil defense outdoor warning sirens
- Traffic control equipment

#### *Exclusions*

- Supplemental, routine and/or ongoing city budget expenses
- Law enforcement weapons or restraints
- Events
- Memorials

### HOW TO APPLY

Complete application on page 2 and email to:

SafetyGrants@CenterPointEnergy.com

If you have questions contact:

Beth Brown at 612-321-4899.

#### Timeline

- **June 8:** Grant applications due
- **Week of June 29:** Notification of grant status to cities
- **July:** Grant delivered or mailed



**NOTE:** All grants are at the sole discretion of CenterPoint Energy.

CNP 1304A (4-2020) Page 1 of 2

# Memo

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From: Loren Goebel, Public Works Director

To: Freeport City Council

Date: 8/19/2020

Re: Public Works Report

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Goebel had Carr's Tree Service and Scherping Tree & Stump Removal take a look at the large tree by the creamery well that lost a large branch. Both classified the tree as a "danger tree" and submitted quotes for its removal:

- \$3,000 Carr's Tree Service
- \$2,300 Scherping Tree & Stump Removal

Wall contacted each of the council members asking their opinion on how to proceed, so we could get the tree down sooner. A majority of the council members said to have Scherping Tree & Stump Removal take the tree down.



| Job Duty                                                                                                                                 | Date         | Initial |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------|---------|
| Well, tower, pond checks, cleared <del>ballpark</del> lions park, water tower pump kicking out.                                          | FRI 7/24/20  | Y       |
| Well, tower, pond checks                                                                                                                 | "            | Y       |
| Well, tower, pond checks                                                                                                                 | SAT 7/25/20  | Y       |
| Well, tower, pond checks                                                                                                                 | SUN 7/26/20  | Y       |
| Well, tower, lift station, pond checks, water samples, mowed lawn tree by creamery branch down, met w/ Dave Blomml, MPCA                 | MON 7/27/20  | Y       |
| Audit, garbages                                                                                                                          | "            | Y       |
| Well, tower, pond checks, MPCA Audit, mowed lawn, sprayed weeds at ponds                                                                 | TUE 7/28/20  | Y       |
| Well, tower, pond checks, Flushed storm drains, Tri state pumps doing inspection, election set up at city hall -                         | WED 7/29/20  | Y       |
| Well, tower, lift station, pond checks, water samples, meter reading, MPCA Audit.                                                        | "            | Y       |
| Well, tower, pond checks, garbages                                                                                                       | THUR 7/30/20 | Y       |
| Well, tower, pond checks                                                                                                                 | FRI 8/1/20   | Y       |
| Well, tower, pond checks                                                                                                                 | SAT 8/1/20   | Y       |
| Well, tower, pond checks                                                                                                                 | SUN 8/2/20   | Y       |
| Well, tower, lift station, pond checks, water samples, garbages, mowed lawn, well #1, MPCA audit, water valve at City hall storage room. | MON 8/3/20   | Y       |
| Well, tower, ponds, shop maint.                                                                                                          | "            | Y       |
| Well, tower, pond checks, water samples, MGH & sawk centre shipped, bug in ponds, mowed lawn.                                            | TUE 8/4/20   | Y       |
| Well, tower, lift station, pond checks, water samples, garbages, mowed lawn.                                                             | WED 8/5/20   | Y       |
| Well, tower, pond checks, mowed lawn                                                                                                     | "            | Y       |
| Well, tower, pond checks                                                                                                                 | THUR 8/6/20  | Y       |
| Well, tower, pond checks                                                                                                                 | FRI 8/7/20   | Y       |
| Well, tower, pond checks                                                                                                                 | SAT 8/8/20   | Y       |
| Well, tower, pond checks                                                                                                                 | SUN 8/9/20   | Y       |
| Well, tower, lift station, pond checks, water samples, garbages, Flushed deadends,                                                       | MON 8/10/20  | Y       |
| Well, tower, pond checks, Fixed mower, had leak at Well #2 shut down & Fixed                                                             | TUE 8/11/20  | Y       |
| Well, tower, pond checks                                                                                                                 | "            | Y       |
| Well, tower, pond checks                                                                                                                 | WED 8/12/20  | Y       |
| "                                                                                                                                        | THUR 8/13/20 | ME      |
| "                                                                                                                                        | FRI 8/14/20  | ME      |
| "                                                                                                                                        | SAT 8/15/20  | ME      |
| "                                                                                                                                        | SUN 8/16/20  | ME      |
| "                                                                                                                                        | MON 8/17/20  | ME      |
| Well, tower, lift station, pond checks, water samples, garbages, ballpark bathrooms, mowed lawn                                          | TUE 8/18/20  | Y       |
| Well, tower, lift station, pond checks, water samples, garbages, ballpark bathrooms, mowed lawn                                          | "            | Y       |



Building a Better World  
for All of Us®

## MEMORANDUM

TO: Freeport City Council

FROM: Dave Blommel, PE (Lic. MN)  
Freeport City Engineer

DATE: August 19, 2020

RE: Council Update  
SEH No. FREEP GEN 14.00

I anticipate the assessment letter that we authorized in July to be delivered the day of the meeting. I will plan on going over that letter with you during the council meeting. We will then determine the appropriate range of assessments and finalize the report in September.

At the last meeting, Mr. Walter Beuning mentioned that his curb and gutter is causing him difficulty in his wheel chair. Driveways are not designed for compliance with American's with Disabilities Act (ADA) standards as they are not a pedestrian route. Staff at the time preferred the drive over style curb to the barrier style curb. Given the selected curb style, the driveway appears to have been installed properly.

The property owner does have the option to make modifications to the driveway at their own expense. The process would follow the standard driveway modification permit that is used for residents wanting to make changes or replace the existing infrastructure.

dwb

p:\fj\freep\common\\_ council mtg\2020\2020.08.19 council update.docx

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

300 Riverside Avenue NW

Melrose, Minnesota 56352

Telephone (320) 256-4205

Fax (320) 256-7201

August 19, 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 July 22, 2020 through August 19, 2020, we have given significant attention to the following projects on behalf of the City of Freeport.

- Administrative Fines – Reviewed sample administrative fine ordinances from surrounding communities. Forwarded sample copies of ordinances to City clerk.
- Public Access – Discussed incidents of residents using loud and abusive language towards city employees with staff and Mayor Eveslage, together with policy changes for responding to these incidents.

Respectfully submitted,  
Dymoke Law Office, P.A.

*Scott E. Dymoke*  
by Scott E. Dymoke