



## **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](http://www.freeportmn.org)

**August 31<sup>st</sup>, 2021 - Regular Meeting Agenda**  
Freeport City Hall - 7:00 pm

### Call to Order

- I. Approve Agenda
- II. Open Public Forum
- III. Consent Agenda
  - a. July 27<sup>th</sup>, 2021 Council Meeting Minutes (1-3)
  - b. Claims (4-9)
  - c. Sheriff's Report (10)
- IV. Reports
  - a. Clerk Report (11)
  - b. Deputy Treasurer Report (NA)
  - c. Fire Department Report (NA)
  - d. Public Works Report (12-13)
  - e. Engineer Report (14)
  - f. Attorney Report (15)
- V. Old Business
  - a. Nuisance Properties (16)
- VI. New Business
  - a. Trimble Handheld Quote (17)
  - b. Resolution 2021-11; Bond Resolution for 2021 Sewer/Water Project (18-33)
  - c. Resolution 2021-12; Resolution Ordering Preparation of Report on Improvement (34)
  - d. LMCIT Waiver (35-45)
  - e. Oak Station Alleyway (46)
  - f. Landscaping – 309 2<sup>nd</sup> Ave NW (47)
  - g. 2022 Budget and Levy (48-49)
  - h. Dakota Steel & Trim Sign Permit (50-54)
- VII. Adjourn

Next Regular Meeting: September 28<sup>th</sup>, 2021



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### **July 27<sup>th</sup>, 2021 – Meeting Minutes**

A regular meeting of the Freeport City Council was convened at 7:02 pm by Mayor Mike Eveslage, and council members Sarah Blake, Nick Arnzen, Tim Hennen, and Jake Renneker.

Staff in attendance: Clerk-Treasurer Wyatt Kemper, Deputy Treasurer Joan Wall, Public Works Director Loren Goebel, Fire Chief Andy Grieve, City Attorney Scott Dymoke, and City Engineer Dave Blommel.

Others in attendance:

Carol Moorman (Star Post)

Al Williams (308 2<sup>nd</sup> Ave NW)

Jason Hoeschen (216 9<sup>th</sup> St SE)

Branden Roering (Freeport Fire Dept.)

### **Approve Agenda**

Renneker moved to approve the agenda with the addition of Claim 4622, seconded by Hennen. Motion carried 5-0.

### **Public Forum**

Williams spoke about the decline of the condition of his neighborhood. He said he would like for there to be more follow-up regarding letters that get sent out to nuisance properties.

### **Consent Agenda**

Eveslage asked about the temporary liquor license. The application was not included in the agenda packet, which he would like to see in the future. Renneker moved to approve the consent agenda, seconded by Arnzen. Motion carried 5-0.

### **Reports**

#### Clerk-Treasurer Report

Kemper explained that Carr's had ben out to Welle 3 to clear the underbrush and had recently submitted another quote for final clearing. The 2021 construction is set to begin mid-August. A transient peddler's license in Freeport was obtained by Gatis Melbardis, a Latvian intern who is looking to sell educational materials to help pay his tuition. The American Dairy Association is planning to use the Lions' shelter to hand out Dilly bars in August.

#### Deputy Treasurer Report

Wall gave the quarterly financial report. Small Cities Assistance funds were received, and can be put toward a variety of different expenditures, including street repair. Another outlined area was potential sources of funding for the upcoming 7<sup>th</sup> St SE repaving. Eveslage asked if there were any red flags this quarter. Wall explained that the bond fund showed a negative amount, which was expected since the bond payment schedule

is before the property taxes and levied amounts are received. Hennen asked when USDA money starts coming in. Blommel said that it will start to come in after the project, so we need interim financing in the meantime.

#### Fire Department Report

Grieve reported that there were ten calls in June, which consisted of six medicals, two grass fires, and two mutual aid calls. Hennen asked whether the drought conditions were a large contributor to the number of calls that came in for the month. Grieve said that aside from the two grass fires, there have been no weather-related issues.

#### Public Works Report

Goebel stated that the city needs more pedestrian signs by the ice cream shop. The few that we had available are now down to one, because they keep getting knocked down and broken by traffic. Eveslage said he had spoken with Arnzen beforehand, who said that the sign has been helping. Eveslage asked whether there were restrictions on the color that can be used for crosswalks. Blommel said that a variety can be used, so an eye-catching crosswalk is certainly a possibility. A discussion was held over the possible solutions to the issue of traffic impeding on pedestrians crossing the street by the bridge.

Hennen moved to approve the purchase of two more pedestrian signs, seconded by Renneker. Motion carried 5-0.

Goebel also reported that we are down to our last functional meter radio, so we will have to start looking into new software for reading a new set of radios before this one is gone. Council asked him to get a quote on the price of the new software and radios. Lastly, Goebel said that there is a hole in the plow truck's hydraulic tank. A cost for repair will not be known until the tank is removed and inspected, since the tank is welded in place.

#### Engineer Report

Blommel reported that construction work will begin mid-August since the company is currently wrapping up other projects. He expressed that the start date makes no difference as long as they meet the completion date. If they do not meet the completion date, they will owe liquidated damages in the amount of \$1,500.00 per day. He said that they will be in Freeport with at least two teams once they start the project, so the work should be completed relatively quickly. There are several options for reconstruction of 7<sup>th</sup> Street Southeast. After some discussion, the Council decided that the option to reclaim pavement and use as additional overlay is the best path to follow. It will be better equipped to handle the heavier loads that 7<sup>th</sup> has taken on since its last improvement project. Potential drawbacks are the elevated roadway which can cause issues for homeowners. Costs may change with bidding as well. Inversely, the additional work will provide the benefit of a stronger roadway and a longer lifespan. Blommel said that our assessment policy states that we should assess the residents of 8<sup>th</sup> Street who have back lot lines abutting 7<sup>th</sup> Street. He also mentioned that, since the assessment process tends to be long-winded, the project will likely commence next year if we start the assessment process now. A feasibility study will need to be done, followed by resolutions and hearings. Arnzen asked what the lifespan difference would be, and Blommel said between the two options, the extra \$40,000.00 for the second plan will increase the street's lifespan drastically.

#### Attorney Report

Dymoke reported he had not received further requests for documents from USDA, so most of his attention for Freeport has gone toward the Lions' Park. He said that the City should have an agreement with Hoeschen, stating specific duties as well as indemnification in case of an accident.

## **Old Business**

## **New Business**

### Odd/Even Watering Schedule

Kemper reported that the DNR has requested the City's help with water conservation. By implementing watering restrictions, the City will be doing its part to reduce water usage while severe drought conditions persist. The most common, Kemper said, is to implement an odd/even watering schedule. Homes and businesses ending with an odd address number may water on odd-numbered calendar days and vice-versa. Exceptions to this rule include newly seeded lawns and homes/ businesses with private wells.

Renneker moved to approve implementing the odd/even watering schedule, seconded by Hennen. Motion carried 5-0.

### Corner Pub Alley Closure

Kemper stated that the Corner Pub would like to host a party for their five-year anniversary on September 4<sup>th</sup>, 2021. The issue that we run into is that the parcels he owns are split by the alleyway in the back. Heidgerken (owner) is seeking approval of the Council to close off that alley for the night so he may utilize it for the party. Council agreed that as long as the closure does not impede on any business that abuts the alley, he may close the alleyway for the party. Council also requested that he have a clear border for where customers are allowed during the party.

Hennen moved to approve the alleyway closure for the Corner Pub's five-year anniversary party, seconded by Arnzen. Motion carried 5-0.

### Carr's Cleanup Quotes

Kemper explained the Carr's Quotes to the Council. To finish up the Welle 3 development and remove all the grown trees, the estimate is \$2,000.00, not including the drainage pond. To clean up by the industrial park pond, the estimate is \$2,250.00. Eveslage asked Kemper and Wall to pull up copies of the vendor check that were sent out last time the industrial park pond was done, because that estimate seems much higher than the invoice they were previously paid for the same work. Eveslage expressed that the reason behind the recent cleanup projects is to hold the City to the same standard of tidiness that it holds its residents.

### Pung Drain Tile Repair

Goebel stated that there is a section of storm drain from Pung's field that ties into drain tile near the City's sewer ponds. The drain tile runs along the ditch next to the pond. The reason for bringing this up is that Pung's storm drain had recently been plugged. Jetting cleared the issue, but in the case that excavation was required, Pungs would have likely needed permission from the City to dig on the property near the pond.

### Adjourn

At 8:21 pm Hennen moved to adjourn, seconded by Blake. Motion carried 5-0.

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Mayor, Mike Eveslage

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City Clerk-Treasurer, Wyatt Kemper

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08/10/21  
10:25:35

CITY OF FREEPORT  
Claim Approval List  
For the Accounting Period: 8/21

Page: 1 of 2  
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
4623		15 ALBANY MUTUAL TELEPHONE	266.03					
	10434214	08/01/21 836-2411	40.30			225 42200	320	10100
	10434214	08/01/21 836-2413	37.73			225 42200	320	10100
	10434129	08/01/21 836-7158	40.66			101 41000	320	10100
	10433888	08/01/21 836-2685	28.90			601 43225	320	10100
	10433888	08/01/21 836-2685	28.91			602 43250	320	10100
	10433740	08/01/21 836-2112	89.53			101 41000	320	10100
		Total for Vendor:	266.03					
4624		70 CENTERPOINT ENERGY	23.99					
	6027191-3	07/26/21 Maintenance bldg	22.13			101 43100	382	10100
	6023406-9	07/26/21 Fire hall	1.86			225 42200	382	10100
		Total for Vendor:	23.99					
4625		76 CENTRAL MINNESOTA CREDIT UNION	345.13					
	07/31/21	Stearns Co Beacon fee	1.00			101 41000	433	10100
	07/31/21	Amazon	80.19*			225 42200	210	10100
	07/31/21	Utility billing postage	55.00			601 43225	200	10100
	07/31/21	Utility billing postage	55.00			602 43250	200	10100
	07/31/21	General postage	55.00			101 41000	200	10100
	07/31/21	Costco - candy for parades	64.52*			225 42200	430	10100
	07/31/21	Target	34.42*			225 42200	430	10100
		Total for Vendor:	345.13					
4626		145 FINKEN WATER SOLUTIONS	23.00					
	1270315	08/01/21 Water softener rental	15.00			101 41000	410	10100
	1270316	08/01/21 Maint water cooler	8.00			101 43100	410	10100
		Total for Vendor:	23.00					
4627		387 RAHNS OIL & PROPANE, INC	665.41					
	60201	07/31/21 Fire Dept fuel	282.67			225 42200	215	10100
	60201	07/31/21 Public Works fuel	382.74			101 43100	215	10100
		Total for Vendor:	665.41					

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4628		510 VERIZON WIRELESS	41.50					
	9885333450	08/01/21 Cell phone - Aug	41.50			101 43100	320	10100
		Total for Vendor:	41.50					
4629		750 WASTE MANAGEMENT, INC	159.18					
	7019396176	08/02/21 City hall & maint shop	144.42			101 43100	383	10100
	7018920176	08/02/21 Fire dept	14.76			225 42200	383	10100
		Total for Vendor:	159.18					
4630		525 XCEL ENERGY, INC	2,630.04					
	742397758	08/03/21 302188142	223.23			601 43225	381	10100
	742397758	08/03/21 302252262	59.72			101 43160	381	10100
	742397758	08/03/21 302290398	254.64			101 41000	381	10100
	742397758	08/03/21 302679657	68.83			101 43100	381	10100
	742397758	08/03/21 302700297	24.60			602 43250	381	10100
	742397758	08/03/21 302947044	237.96			601 43225	381	10100
	742397758	08/03/21 303193187	21.98			602 43250	381	10100
	742397758	08/03/21 303616049	238.04			225 42200	381	10100
	742397758	08/03/21 303936749	40.94			101 43160	381	10100
	742397758	08/03/21 303956738	433.08			101 43160	381	10100
	742397758	08/03/21 303963984	224.77			101 43160	381	10100
	742397758	08/03/21 303985901	33.50			101 43160	381	10100
	742397758	08/03/21 304083816	13.23			101 43160	381	10100
	742397758	08/03/21 304098414	19.09			602 43250	381	10100
	742427881	08/03/21 Street lights	736.43			101 43160	381	10100
		Total for Vendor:	2,630.04					
		# of Claims	8	Total:	4,154.28			

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4631		581 ALEX AIR APPARATUS, INC	263.53					
	INV-44250	07/26/21 5 single jacket hose couple	263.53*			225 42200	210	10100
		Total for Vendor:	263.53					
4632		544 COMMUNITY TECHNOLOGY CENTER, INC	174.00					
	CTC2518	07/31/21 Avast antivirus 2-yr subscrip	174.00			101 41000	210	10100
		Total for Vendor:	174.00					
4633		762 DAN SCHMIDT PRINTING, INC	175.50					
	29823	07/30/21 200 sets run sheets	175.50*			225 42200	210	10100
		Total for Vendor:	175.50					
4634		123 DYMOKE LAW OFFICE, P.A.	287.50					
	08/02/21	2021 improvements	162.50*			420 43100	302	10100
	08/02/21	City council meeting	125.00			101 41000	302	10100
		Total for Vendor:	287.50					
4635		793 ECONO SIGNS	273.99					
	10-969367	08/03/21 Crosswalk sign	273.99*			101 43100	580	10100
		Total for Vendor:	273.99					
4636		752 EXPERT BILLING LLC	135.00					
	8933	08/13/21 5 runs billed - Jul	135.00			225 42200	300	10100
		Total for Vendor:	135.00					
4637		174 GOPHER STATE ONE CALL, INC	6.75					
	1070402	07/31/21 5 email tickets	3.37			601 43225	300	10100
	1070402	07/31/21 5 email tickets	3.38*			602 43250	300	10100
		Total for Vendor:	6.75					
4638		179 GRANITE ELECTRONICS, INC	1,888.00					
	1500098631	07/12/21 4 pagers	1,888.00*			225 42200	245	10100
		Total for Vendor:	1,888.00					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4639		187 HAWKINS, INC	2,775.97					
	4999881	08/04/21 Chlorine	485.22			601 43225 440		10100
	4999881	08/04/21 Fuel surcharge	22.50			601 43225 440		10100
	4999881	08/04/21 Freight charge	25.00			601 43225 440		10100
	4999881	08/04/21 Hydrofluosilicic acid	370.26			601 43225 440		10100
	4999881	08/04/21 LPC-4	1,872.99			601 43225 440		10100
		Total for Vendor:	2,775.97					
4640		199 HILTNER COMPANY, INC	476.01					
	93091	05/10/21 Truck#409 oil change	147.49			225 42200 215		10100
	93092	05/10/21 Echo CS440 replace rope	43.00			225 42200 220		10100
	93093	05/10/21 Truck#409 battery	64.95			225 42200 220		10100
	93130	06/01/21 Truck#407 oil change	220.57			225 42200 215		10100
		Total for Vendor:	476.01					
4656		823 JEROME HARTUNG	4,238.00					
		Freeport Lions are donating the amount that is over budget						
	152088	07/15/21 Senior Center sidewalk	4,238.00*			101 45200 435		10100
		Total for Vendor:	4,238.00					
4641		219 JOANN TIMP	180.00					
		08/20/21 5 cleanings 7/23/21-8/20/21	180.00			101 41000 300		10100
		Total for Vendor:	180.00					
4642		670 JOHNSON JET-LINE, INC	6,047.12					
	2727	08/04/21 Jetting & vacuum sewer	5,447.12			602 43250 311		10100
	2727	08/04/21 Vacuum tank in shop & pond	300.00			602 43250 311		10100
	2727	08/04/21 Mobilization	300.00			602 43250 311		10100
		Total for Vendor:	6,047.12					
4643		264 MACQUEEN EMERGENCY	549.90					
	P00723	07/16/21 6 faceshields	523.02*			225 42200 210		10100
	P00723	07/16/21 Freight	26.88*			225 42200 210		10100
		Total for Vendor:	549.90					



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4644		704 MCFOA	90.00					
	07/01/21	Member dues - Kemper	45.00*			101 41400	433	10100
	07/01/21	Member dues - Wall	45.00*			101 41400	433	10100
		Total for Vendor:	90.00					
4645		769 METRO SALES, INC	168.54					
	INV1871886 08/16/21	Copier rental 7/15/21-8/14	89.87			101 41000	410	10100
	INV1871886 08/16/21	Maint prgm 5/15/21-8/14/21	70.00			101 41000	410	10100
	INV1871886 08/16/21	Black prints	5.55			101 41000	410	10100
	INV1871886 08/16/21	Color prints	3.12			101 41000	410	10100
		Total for Vendor:	168.54					
4646		294 MID CENTRAL HEATING & A/C, INC	104.85					
	194850 08/18/21	3 20x24x4 filters	104.85			101 41000	220	10100
		Total for Vendor:	104.85					
4647		562 MINNESOTA DEPARTMENT OF HEALTH	729.00					
	08/09/21	Qtrly H2O service connect fee	729.00			601 43225	431	10100
		Total for Vendor:	729.00					
4648		316 MINNESOTA STATE FIRE CHIEFS	1,050.00					
	2612 07/29/21	Conf regist - Grieve	300.00*			225 42200	332	10100
	2612 07/29/21	Conf regist - Roering	375.00*			225 42200	332	10100
	2612 07/29/21	Conf regist - Engelmeier	375.00*			225 42200	332	10100
		Total for Vendor:	1,050.00					
4649		385 QUILL CORPORATION	123.95					
	17978281 07/12/21	Toilet cleaner	5.74			101 41000	210	10100
	17978281 07/12/21	Trash bags	59.60			101 43100	210	10100
	17978281 07/12/21	Toilet paper for park	42.28			101 45200	210	10100
	17978281 07/12/21	Pens	16.33			101 41000	210	10100
		Total for Vendor:	123.95					

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4650		389 RAMLER TRUCK & TRAILER REPAIR,	945.84					
	RI056252	08/12/21 Truck#406 air dryer repair	292.08			225 42200	401	10100
	RI056255	08/12/21 Truck#406 oil change	220.58			225 42200	215	10100
	RI056255	08/12/21 Truck#406 wheel seals	403.25			225 42200	401	10100
	RI056255	08/12/21 Truck#406 shop supplies	29.93			225 42200	401	10100
		Total for Vendor:	945.84					
4651		543 SAFEGUARD BUSINESS SYSTEMS	437.23					
	034648839	08/12/21 Utility billing postcards	218.61			601 43225	210	10100
	034648839	08/12/21 Utility billing postcards	218.62			602 43250	210	10100
		Total for Vendor:	437.23					
4652		413 SCHLENNER WENNER & CO	453.00					
	276731	07/31/21 Relief Assn Q2 payroll rpt	53.00			225 42200	300	10100
	277051	07/31/21 Annual TIF reporting	400.00			101 41000	300	10100
		Total for Vendor:	453.00					
4653		418 SEH, INC	4,024.32					
	409783	08/18/21 Field staff hours	3,738.00*			420 43100	300	10100
	409783	08/18/21 Mileage	222.32*			420 43100	300	10100
	409783	08/18/21 Travel /lodging	64.00*			420 43100	300	10100
		Total for Vendor:	4,024.32					
4654		809 VALLI INFORMATION SYSTEMS, INC	150.00					
	66274	06/30/21 BDS Online monthly maint	75.00			101 41000	300	10100
	77372	07/31/21 BDS Online monthly maint	75.00			101 41000	300	10100
		Total for Vendor:	150.00					
4655		525 XCEL ENERGY, INC	124.08					
	744501977	08/18/21 Water tower	124.08			601 43225	381	10100
		Total for Vendor:	124.08					
		# of Claims	26	Total :	25,872.08			

# ***FREEPORT CALLS***

<b>City</b>	<b>Date Received</b>	<b>Call #</b>	<b>Description</b>	<b>Actual Incid Location</b>
FREEPORT	07/31/2021 20:12:21	21069398	911 ABANDONED CALL	
FREEPORT	07/03/2021 02:20:27	21059647	AGENCY ASSIST	
FREEPORT	07/18/2021 21:17:13	21064840	AGENCY ASSIST	
FREEPORT	07/18/2021 21:20:34	21064841	AGENCY ASSIST	
FREEPORT	07/27/2021 22:12:29	21067922	ALARM	
FREEPORT	07/21/2021 13:11:02	21065728	ALARM MEDICAL	
FREEPORT	07/07/2021 08:14:52	21060954	ANIMAL COMPLAINT	
FREEPORT	07/06/2021 20:24:55	21060855	DIRECTED PATROL	
FREEPORT	07/07/2021 02:14:08	21060926	DOOR CHECK(S)	
FREEPORT	07/15/2021 02:04:54	21063617	DOOR CHECK(S)	
FREEPORT	07/10/2021 18:16:24	21062166	DRIVING COMPLAINT	
FREEPORT	07/10/2021 03:22:10	21061958	FALSE REPORT	
FREEPORT	07/09/2021 22:58:29	21061895	FOOT PATROL	
FREEPORT	07/05/2021 19:52:48	21060594	HARASSMENT RESTRAINING	
FREEPORT	07/17/2021 09:53:04	21064358	MATTER OF INFORMATION	
FREEPORT	07/31/2021 08:27:33	21069183	MATTER OF INFORMATION	
FREEPORT	07/25/2021 21:55:14	21067260	ORDER FOR PROTECTION	
FREEPORT	07/07/2021 19:47:20	21061162	PERSONAL ASSIST	
FREEPORT	07/19/2021 15:48:29	21065055	PHONE COMPLAINT	
FREEPORT	07/31/2021 22:35:33	21069446	TRAFFIC STOP	
FREEPORT	07/13/2021 08:20:56	21062945	TRAINING ONLINE	
FREEPORT	07/16/2021 23:23:02	21064280	WELFARE CHECK	
FREEPORT	07/28/2021 13:40:27	21068099	WELFARE CHECK	

# Memo

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From: Wyatt Kemper, Clerk-Treasurer

To: Freeport City Council

Date: 08/31/2021

Re: Clerk Report

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- EDA recommends approving Carr's removal of remaining trees in Welle 3 Addition
- 2021 Sewer and Water Project began on Monday, August 16<sup>th</sup> with set up of bypass.
- Trimble quote received for new handheld.
- City Hall will be closed on Labor Day, September 6<sup>th</sup>, 2021.

Job Duty	Date	Initial
Well, tower, lift station, pond checks, water samples, bugs in ponds checked lift station #1 + Industrial lift station, added bugs to lift #2 grease building up, met with pungs about storm drain that runs thru ditch by ponds that they might need to dig up.	THUR 7/22/21	SL
Well, tower, pond checks, water samples, garbages, delivered agenda packets, clean ballpark bathrooms + garbages	FRI 7/23/21	SL
Well, tower, pond checks	SAT 7/24/21	SL
Well, tower, pond checks	SUN 7/25/21	SL
Well, tower, lift station, pond checks, water samples, water garbages shut off, discussed alley behind Ice cream shop, mowed lawn	MON 7/26/21	SL
Well, tower, pond checks, meter install, mowed lawn, council met	TUE 7/27/21	SL/SL
Well, tower, pond checks, GWW parts, Johnson setting here doing sanitary <del>rep</del> maintenance	WED 7/28/21	SL
Well, tower, lift station, pond checks, water samples, static drawdown, met w/ Sarah Boser, mowed lawn, ballpark garbages, bugs	THUR 7/29/21	SL
Well, tower, pond checks, static drawdown + reports went over nuisance letters, talk w/ Tam Preferred Controls	FRI 7/30/21	SL
Well, tower, pond checks	SAT 7/31/21	SL
Well, tower, pond checks	SUN 8/1/21	SL
Well, tower, lift station pond checks, water samples, water meter readings, curb stop with Rural water, Tim Lim curb stop - garbages	MON 8/2/21	SL
Well, tower, pond checks, sprayed weeds, camera lines, Johnson letting finished up - had clean clean out at shop, charlie's line, + strength behind screen print to Co Rd 11 it was starting to back up. Met w/ Michells gopher call, got chemical from Martin.	TUE 8/3/21	SL
Well, tower, pond checks, camera lines, meter readings, Flush hydrants, water samples Fluoride + back ship out of Sauk Centre garbages,	"	SL
Well, tower, pond, lift station checks, water samples, mowed lawn bug in ponds, clean + sharpen blades, garbages	THUR 8/5/21	SL/SL
Well, tower, pond checks, mowed lawn, meter #s, gopher call locates	FRI 8/6/21	SL
Well, tower, pond checks	SAT 8/7/21	SL
Well, tower, pond checks	SUN 8/8/21	SL
Well, tower, lift station, pond checks, mowed lawn, <del>took</del> 4 wheelers taken from ballpark "reported", garbages	MON 8/9/21	SL
Well, tower, pond checks, met w/ Dave Blommel, fix ballpark door + clean, met w/ Jim Schaefer	TUE 8/10/21	SL



[illegible]

## MEMORANDUM

TO: Freeport City Council

FROM: Dave Blommel, PE (Lic. MN)

DATE: August 20, 2021

RE: Council Update  
SEH No. FREEP GEN 14.00

The construction project is underway. The contractor started on the Fire Station neighborhood and will be finishing that up before removing pavement on 2<sup>nd</sup> and 3<sup>rd</sup> St SE. This will minimize the amount of area that is subject to water ponding in thunderstorms.

Centerpoint Energy will be complete soon with the gas line relocation that needed to take place before our work could begin. They should be done before the sewer crew arrives.

The contractor started with the sanitary sewer and should be completed with that portion of the work by within a week or so. Following the sanitary sewer they will work on water main and lastly storm sewer. It will appear that they are digging in the same area more than once, but that is the way the utilities need to be installed, deepest to shallowest. Any given location could be dug up as many as 4 or 5 times for sewer, water, services, and storm sewer. Then the street construction will begin.

We are going to put weekly updates on the City's website for people to check out the upcoming schedule. Newsletters will still go out by mail monthly. I expect to send a newsletter the week of August 30<sup>th</sup>.

### 7<sup>th</sup> St SE

The first step in the process is to have the council order a feasibility study. I have enclosed a resolution to kick off that process.

#### Tentative Schedule:

Council Authorizes Feasibility study .....	8/31/2021
Council Receives Feasibility study and orders public hearing .....	9/28/2021
Public Hearing.....	10/26/2021
Council Authorizes Design.....	10/26/2021
Council reviews plans and authorizes add for bid.....	1/25/2022
Council reviews bids and considers award .....	2/22/2022
Construction begins.....	May 2022

dwb  
Enclosure

x:\fj\freep\common\\_council meeting\2021.08.24 m council update.docx

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

408 Main Street East, Unit 5

PO Box 127

Melrose, Minnesota 56352

Telephone (320) 256-4205

Fax (320) 256-7201

August 24, 2021

Wyatt Kemper  
City of Freeport  
125 Main Street East  
Freeport, MN 56331

BY ELECTRONIC MAIL

Re: Monthly Legal Report

Dear Mr. Kemper:

During the period from July 21, 2021 through August 24, 2021, we have given significant attention to the following projects on behalf of the City of Freeport.

- 2021 Improvements – Reviewed final, executed construction agreement package; prepared an issued compliance opinion to RUS.

Respectfully submitted,  
Dymoke Law Office, P.A.

*Scott E. Dymoke*  
by Scott E. Dymoke



# Memo

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From: Wyatt Kemper, Clerk-Treasurer

To: Freeport City Council

Date: 08/31/2021

Re: Nuisance Properties

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- As of 8/27/2021, repeat nuisance properties have received letters and follow-up phone calls. Most were very responsive to their phone call, though some have still left their properties neglected. At this point, we may need to pursue the legal right to restore their properties.

# PRICE QUOTATION



**METERING AND  
TECHNOLOGY  
SOLUTIONS**

Date

8/16/21

MTS is your authorized



Badger Meter Distributor

FOR:

12016 Riverwood Dr  
Burnsville, MN 55337

Lee: (763) 443-8250  
Office: (952) 242-1960  
Toll Free: (877) 398-0450  
Fax: (952) 882-6350

City of Freeport  
Loran Goebel  
(320) 828-7167  
[cityfrpt@albanytel.com](mailto:cityfrpt@albanytel.com)

**RE: Badger Software with YUMA Handheld**

Line	Quantity	Product Description	Unit Price	Total
<b>A</b>	1	<b>BEACON AMA Software Includes:</b>	\$5,500.00	
<b>B</b>		BEACON Engagement Fee, Start-Up and Activation		
<b>C</b>		Includes onsite Beacon Training by MTS staff		
<b>D</b>		(no monthly or annual fees for using Beacon)		<b>\$5,500.00</b>
<b>E</b>		<u><b>New Handheld</b></u>		
<b>F</b>	1	<b>YUMA Trimble Range 7 Tablet w/ ORION CE &amp; ME Transceiver</b>	\$8,500.00	<b>\$ 8,500.00</b>
<b>G</b>		<b>***CE will read existing meters, ME will read new meters</b>		
<b>H</b>				
<b>I</b>		Total Software and Handheld	Total	<b>\$14,000.00</b>
<b>J</b>				
<b>K</b>				
<b>L</b>		<u><b>Fees:</b></u>		
<b>M</b>		<b>Mobile &amp; User Licenses Fees for YUMA handheld (annual)</b>	\$600.00	<b>\$ 600.00</b>
<b>N</b>		<b>Monthly Fee per meter for ORION CE \$0.08</b>		
<b>O</b>		<b>**No Monthly or Annual fee for Beacon Software</b>		

Estimated Delivery: 4-6 weeks ARO

Payment Terms: Net 30 with approved credit

FOB: Factory / Burnsville

MTS Contact:

Lee Martin

All quotes are good for 60 days from the above date unless otherwise noted.

EXTRACT OF MINUTES OF A MEETING OF THE  
CITY COUNCIL OF THE  
CITY OF FREEPORT, MINNESOTA

HELD: August 31, 2021

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Freeport, Stearns County, Minnesota, was duly held at the City Hall in Freeport, Minnesota, on August 31, 2021, at 7:00 o'clock P.M., for the purpose in part of awarding the sale of a \$2,657,000 General Obligation Utility Improvement Bond Anticipation Note of 2021A.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION NO. 2021-11

RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE AGREEMENT AND PARTICIPATION IN JOINT POWERS AUTHORITY FOR A WATER AND SEWER PROJECT FOR THE CITY OF FREEPORT, MINNESOTA AND ACCEPTING THE OFFER OF THE MINNESOTA RURAL WATER FINANCE AUTHORITY TO PURCHASE A \$2,657,000 GENERAL OBLIGATION UTILITY IMPROVEMENT BOND ANTICIPATION NOTE OF 2021A AND PROVIDING FOR ITS ISSUANCE

A. WHEREAS, the City of Freeport, Minnesota (the "City"), has previously determined that it is in the public interest to acquire and construct improvements (the "Improvements") to the City's municipal water system and municipal sanitary sewer system (the "Project") as hereinafter defined; and

B. WHEREAS, in order to obtain such monies the City hereby determines that it is necessary and expedient to enter into an Advance Agreement with the Minnesota Rural Water Finance Authority, a Minnesota joint powers entity ("Rural Water") organized under a Joint Powers Agreement, dated November 1, 1999, as amended; and

C. WHEREAS, the City has taken preliminary action in anticipation of entering into the Advance Agreement with Rural Water in order to temporarily fund the Project; and

D. WHEREAS, the City desires to borrow from Rural Water an estimated amount of \$2,657,000 (the "Loan"), the proceeds of which will be used to temporarily fund a portion of the cost of the Project; and

E. WHEREAS, as security for the payment of the Loan, Rural Water requires that the City execute the Advance Agreement and join in the Joint Powers Agreement; and

F. WHEREAS, the City has heretofore applied for the Loan from Rural Water to provide financing pursuant to Minnesota Statutes, Chapters 475 and 429, particularly Section 475.61, Subdivision 5, for the interim financing of a portion of the Project; and

G. WHEREAS, Rural Water has issued its Public Projects Construction Notes, Series 2021, dated February 2, 2021 (the "Rural Water Notes") pursuant to Minnesota Statutes, Section 471.59, as amended (the "Act"), the proceeds of which, together with certain other funds, will be used to provide interim loans to municipalities to fund eligible costs of construction of publicly owned water, sewer and other facilities in accordance with the Act; and

H. WHEREAS, the City has applied for the Loan from Rural Water pursuant to its Public Projects Construction Financing Program, and Rural Water has committed to make the Loan to the City in the principal amount of \$2,657,000, to be disbursed and repaid in accordance with the terms of the Advance Agreement to be executed by Rural Water and the City, a copy of which is before this Council and on file with the Clerk-Treasurer; and the Advance Agreement, as executed, is incorporated by reference; and

I. WHEREAS, the City will join in the Joint Powers Agreement; and

J. WHEREAS, the \$2,657,000 General Obligation Utility Improvement Bond Anticipation Note of 2021A (the "Master Note") of the City is not tax-exempt, but the City will need to assure the tax-exemption of the Rural Water Notes; and

K. WHEREAS, the United States of America, the United States Department of Agriculture (the "Government"), administered by Rural Development has entered into a prior commitment with the City to purchase a General Obligation Utility Improvement Bond of the City to provide definitive financing for the Project provided the City issues the Master Note to provide interim financing for the Project; and

L. WHEREAS, as part of the underlying security for the payment of the Master Note, the City is obligated to accept the offer of the Government to purchase a definitive bond of the City in the amount of \$2,657,000 for delivery and payment on or before the maturity date of the Master Note for the purpose of refunding the same; and

M. WHEREAS, the Improvements and all their components have been ordered prior to the date hereof, after a hearing thereon for which notice was given describing the Improvements or all their components by general nature, estimated cost, and area to be assessed; and

N. WHEREAS, it has been determined that the interest on the Master Note is taxable and the requirements as to public sale referred to in Minnesota Statutes, Section 475.60, Subdivision 1 shall not apply as permitted by Minnesota Statutes, Section 475.60, Subdivision 2(6); and

O. WHEREAS, a contract or contracts for the Project have been made by the City with the approval of Rural Water and the Government and all other state and federal agencies of which approval is required:

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Freeport, Stearns County, Minnesota, as follows:

1. Acceptance of Offer; Payment. The offer of Rural Water to purchase the Master Note, at the rate of interest hereinafter set forth, and to pay therefor the sum of \$2,657,000 as provided below, is hereby accepted, and the sale of the Master Note is hereby awarded to Rural Water. Payment for the Master Note shall be disbursed in installments as eligible costs of the Project are reimbursed or paid as provided in the Advance Agreement.

2. Title; Date; Denomination; Interest Rate; Maturity. The Master Note shall be a fully registered negotiable obligation, shall be titled the "General Obligation Utility Improvement Bond Anticipation Note of 2021A", shall be dated as of the date of delivery and shall be issued forthwith. The Master Note shall be in the principal amount of \$2,657,000, or so much thereof as shall be disbursed pursuant to the Advance Agreement as evidenced by one or more Disbursement Notes, and shall bear interest on so much of the principal amount of the Master Note as (i) may be disbursed from time to time as provided in the Advance Agreement and (ii) remains unpaid, from the date of each disbursement until the principal amount of the Master Note has been paid or has been provided for, at the rate of 2.90% per annum (calculated on the basis of a 360-day year of twelve thirty-day months), payable at maturity on July 1, 2022 (or prior prepayment).

Interest shall accrue only on the aggregate amount of the Master Note which has been disbursed and is unpaid under the Advance Agreement. Principal, interest and any premium due under the Master Note will be paid on the payment date by wire payment, or by check or draft mailed the last business day prior to the payment date to the person in whose name the Master Note is registered, in any coin or currency of the United States which at the time of payment is legal tender for public and private debts.

3. Extension of Maturity. In the event permanent financing for the Project is not obtained prior to maturity of the Master Note, authority is hereby delegated to the Mayor and Clerk-Treasurer to approve an extension of the maturity, which approval shall be evidenced by execution of the Extension Certificate attached to the Advance Agreement.

4. Purpose; Cost. The proceeds of the Master Note shall provide funds to temporarily finance a portion of the Project in anticipation of the receipt of the Government loan moneys. The Master Note is issued to aid in financing a water and sewer system or part thereof pursuant to Minnesota Statutes, Chapters 475 and 429. The total cost of the construction of the Project, approved by the Government, and all other state and federal agencies of which approval is required, including legal and other professional charges, publication and printing costs, interest accruing on money borrowed for the Project before the collection of special assessments pledged and appropriated therefor, and all other costs necessarily incurred and to be incurred from the inception to the completion of the Project, is estimated to be at least equal to the amount of the Master Note. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Project proceeds with due diligence to completion and that any and all permits and studies required under law for the Project are obtained.

5. Redemption. The Master Note shall be subject to redemption and prepayment in whole at any time at the option of the City.

6. Registration of Master Note. At the time of issuance and delivery of the Master Note, the officer of the City performing the functions of the treasurer (the "Treasurer") shall register the Master Note in the name of the payee in a note register which his or her successors in office shall maintain for the purpose of registering the ownership of the Master Note. The Master Note shall be prepared for execution with an appropriate text and spaces for notation of registration. The force and effect of such registration shall be as stated in the form of Master Note hereinafter set forth.

7. Form of Master Note. The Master Note, together with the Certificate of Registration and form of Disbursement Note thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
STEARNS COUNTY  
CITY OF FREEPORT

\$2,657,000 GENERAL OBLIGATION UTILITY  
IMPROVEMENT BOND ANTICIPATION NOTE OF 2021A

KNOW ALL PERSONS BY THESE PRESENTS that the City of Freeport, Stearns County, Minnesota (the "City"), certifies that it is indebted and for value received promises to pay to the Minnesota Rural Water Finance Authority or the registered assign, the principal sum of TWO MILLION SIX HUNDRED FIFTY-SEVEN THOUSAND DOLLARS, or so much thereof as may have been disbursed, on July 1, 2022, and to pay interest on so much of the principal amount of the debt as (i) may be disbursed from time to time as provided in the Advance Agreement (as defined below) and (ii) remains unpaid, from the date of each disbursement until the principal amount hereof is paid or has been provided for, at the rate of 2.90% per annum (calculated on the basis of a 360-day year of twelve thirty-day months), payable on the maturity date (or prior prepayment).

Principal and Interest Payments. Interest shall accrue only on the aggregate amount of this Master Note which has been disbursed under the Advance Agreement dated as of the date hereof, by and between the City and the Minnesota Rural Water Finance Authority. Disbursements and advances of the proceeds of this Master Note shall be made in accordance with the Advance Agreement by the execution by the City of one or more Disbursement Notes in the form attached hereto as Exhibit A. Principal, interest and any premium due under this Master Note will be paid on the payment date by wire payment, or by check or draft mailed the last business day prior to the payment date to the person in whose name this Master Note is registered, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Redemption. This Master Note is subject to redemption and prepayment in whole at any time at the option of the City.

Purpose; General Obligation; Rights and Remedies. This Master Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota for the purpose of providing money to finance a portion, on an interim basis, the cost to construct and install improvements to the municipal water system and municipal sanitary sewer system and is payable out of Debt Service Account of the Special Assessment Fund of the City, to which account have been pledged special assessments, and into which fund there are to be paid proceeds of the definitive improvement bonds or additional temporary improvement bonds which the City is required by law to issue at or prior to the maturity of this Master Note for the purpose of refunding the same if the special assessments theretofore received or collected with respect to the project, or any other municipal funds which are properly available and are appropriated by the City for such purposes, are not sufficient for the full payment thereof. This Master Note constitutes a general obligation of the City, and to provide moneys for the prompt and full payment of said principal installments and interest when the same become due, the full faith, credit and taxing powers of the City have been and are hereby irrevocably pledged. The

holder hereof shall have all of the rights and remedies available under Minnesota Statutes, Sections 475.61, Subdivisions 5 and 6.

Extension of Maturity. Notwithstanding the stated maturity of this Master Note the maturity hereof and any Disbursement Note issued hereunder may be extended one or more times to a date not later than February 1, 2027, and bearing interest at a new rate of interest not exceeding 6.00% per annum from the stated maturity to the extended maturity date, provided such extension is approved by the Authority and the Trustee. Any such extension shall be evidenced by the Extension Certificate attached hereto as Exhibit B setting forth (i) the extended maturity date, (ii) the rate of interest from the original stated maturity date to the extended maturity date and (iii) the dates such interest is payable. No Extension Certificate shall be valid unless executed by the Issuer, the Authority and the Trustee.

Registration; Transfer. This Master Note shall be registered in the name of the payee on the books of the City by presenting this Master Note for registration to the officer of the City performing the functions of the Treasurer, who will endorse and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Master Note may be transferred to a bona fide purchaser only by delivery with an assignment duly executed by the registered owner or the registered owner's legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Master Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the City Treasurer.

Fees Upon Transfer or Loss. The Treasurer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer of this Master Note and any legal or unusual costs regarding transfers and lost notes.

Advance Agreement. The representations and warranties of the City as set forth in the Advance Agreement are incorporated by reference herein. The terms and conditions of the Advance Agreement are incorporated herein by reference and made a part hereof. The Advance Agreement may be attached to this Master Note, and shall be attached to this Master Note if the holder of this Master Note is any person other than the Minnesota Rural Water Finance Authority.

Not Qualified Tax-Exempt Obligation. This Note has not been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended.

Taxable Obligation. The City intends that none of the interest on this Master Note will be excluded from gross income for United States income tax purposes or from both gross income and taxable net income for State of Minnesota income tax purposes.

Officers Not Liable. The undersigned are the Mayor and Clerk-Treasurer and are duly authorized to execute this Master Note and all Disbursement Notes on behalf of the City. This Master Note represents a liability of the City only, payable out of the first proceeds of the



sources, herein above mentioned, and the undersigned, by executing this Master Note or any Disbursement Note, shall not become personally and/or individually liable hereon as their personal or individual debt.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Master Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Master Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Freeport, Stearns County, Minnesota, by its City Council has caused this Master Note to be executed on its behalf by the signatures of its Mayor and its Clerk-Treasurer, the corporate seal of the City having been intentionally omitted as permitted by law, all as of September 15, 2021.

          X          X          X            
Clerk-Treasurer

          X          X          X            
Mayor

General Obligation Utility Improvement Bond Anticipation Note of 2021A.

## CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Master Note may be made only by the registered owner or his, her or its legal representative last noted below.

DATE OF REGISTRATION

REGISTERED OWNER

SIGNATURE OF TREASURER

September 15, 2021

Minnesota Rural Water  
Finance Authority  
Elbow Lake, Minnesota  
Federal Employer Identification  
No. 41-1283589

(do not sign)

**EXHIBIT A TO MASTER NOTE**

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
CITY OF FREEPORT

GENERAL OBLIGATION UTILITY IMPROVEMENT BOND ANTICIPATION NOTE OF  
2021A

**DISBURSEMENT NOTE**

No. \_\_\_\_\_ \$ \_\_\_\_\_

For value received, the City of Freeport, Minnesota (the "City") acting by and through its City Council (the "Governing Body"), and pursuant to the City's General Obligation Utility Improvement Bond Anticipation Note of 2021A, dated \_\_\_\_\_, 2021, in the aggregate principal amount of \$2,657,000 (the "Master Note"), requests the disbursement of \$ \_\_\_\_\_, which when added to the previous disbursements made pursuant to the Master Note represents a total disbursement made as of the date of this Disbursement Note in the sum of \$ \_\_\_\_\_.

The City hereby acknowledges itself indebted to and promises to pay to the order of Minnesota Rural Water Finance Authority the amount disbursed hereunder and any other amounts disbursed under the Master Note, on or before the date of maturity of the Master Note, with interest payable on the amount disbursed hereunder from the date of this Disbursement Note at the rate set forth in the Master Note.

This Disbursement Note shall be subject to the terms and provisions of the Master Note.

IN WITNESS WHEREOF, said Issuer, by its Governing Body, has caused this Note to be executed by the Issuer on the date of this Disbursement Note, which is \_\_\_\_\_.

CITY OF FREEPORT, MINNESOTA

By X X X  
Its Mayor

By X X X  
Its Clerk-Treasurer

## EXHIBIT B TO MASTER NOTE

### EXTENSION CERTIFICATE

The undersigned Minnesota Rural Water Finance Authority (the “Authority”), Regions Bank (the “Authority”) and the Governmental Unit named below (the “Governmental Unit”) certify and agree that (1) the Maturity Date of the Master Note issued by the Governmental Unit pursuant to the Advance Agreement between the Authority and the Governmental Unit shall be \_\_\_\_\_, 202\_ (the “Extended Maturity Date”), (2) the interest rate on the Loan and Master Note shall be \_\_\_\_\_% per annum from July 1, 2022 [or earlier agreed upon date], to the Extended Maturity Date, and (3) interest shall be payable on the Loan and Master Note on the \_\_\_\_\_, 202\_, Extended Maturity Date. On the Extended Maturity Date, unless earlier paid, the amount payable by the Governmental Unit shall include the amount heretofore advanced under the Master Note, interest accrued on the Master Note on July 1, 2022 [or earlier agreed upon date], and interest on the foregoing amounts from July 1, 2022 [or earlier agreed upon date], plus the amount of any subsequent advances and interest thereon.

The Authority and Trustee acknowledge that the Authority has issued obligations under the Program which will provide funds sufficient to pay that portion of the Authority Notes which was to have been paid from the Governmental Unit’s payment of the original Governmental Note. The Governmental Unit will not purchase any such Authority obligations in an amount related to the amount of the Loan and Master Note.

CITY OF FREEPORT, MINNESOTA

By X X X  
Title: Mayor

And By X X X  
Title: Clerk-Treasurer

MINNESOTA RURAL WATER FINANCE  
AUTHORITY

By X X X  
Its \_\_\_\_\_

REGIONS BANK

By X X X  
Its \_\_\_\_\_

8. Execution. The Master Note shall be executed on behalf of the City by the signatures of its Mayor and its Clerk-Treasurer, and shall be sealed with the seal of the City; provided, however, that the seal of the City may be a printed facsimile; and provided further that the corporate seal may be omitted on the Master Note as permitted by law. In the event of disability or resignation or other absence of either such officer, the Master Note may be signed by the manual signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Master Note shall cease to be such officer before the delivery of the Master Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

9. Delivery; Application of Proceeds. The Master Note when so prepared and executed shall be delivered by the Treasurer to the purchaser thereof prior to disbursements pursuant to the Advance Agreement, and the purchaser shall not be obliged to see to the proper application thereof.

10. Fund and Accounts. There is hereby established a special fund designated the "Special Assessment Fund" (the "Fund") to be administered and maintained by the Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner specified herein until the Master Note, and interest thereon, have been fully paid. There shall be established and maintained in the Fund, in addition to other accounts heretofore or hereafter established, the following two separate accounts for the purposes and in the amounts as follows:

a. A "Construction Account", to which shall be credited all proceeds received from the sale of the Master Note. The Master Note shall be the only source of moneys credited to the Construction Account. It is recognized that the sale proceeds of the Master Note may be received in reimbursement for costs expended on the Project or in direct payment of such costs, and that accordingly the moneys need not be placed in the Construction Account upon receipt but may be applied immediately to reimburse the source from which the expenditure was made. There shall also be credited to said account any special assessments levied with respect to the Improvements and collected prior to the completion of the Improvements and payment of the costs thereof. The moneys in the Construction Account shall be used solely for the purpose of paying for the cost of constructing the Project, including all costs enumerated in Minnesota Statutes, Section 475.65, provided that in any event such moneys shall only be expended for costs and expenses which are permitted under the Advance Agreement and be used to the extent necessary to pay any interest due on the Master Note prior to the date on which the special assessments herein pledged to the payment of the Master Note and interest thereon are first collected, and provided that any excess special assessments credited to the Construction Account are hereby pledged and shall be used only to pay principal and interest due on the Master Note. Upon completion of the Improvements and the payment of the costs thereof, any surplus shall be transferred to the Debt Service Account.

b. A "Debt Service Account", to which shall be irrevocably appropriated, pledged and credited: (1) all collections of special assessments relating to the Improvements either initially credited to the Construction Account and required to pay any principal of, and interest on, the Master Note when due or collected subsequent to the

completion of the Improvements and payment of the costs thereof; (2) all collections of taxes which may hereafter be levied for the payment of the principal of, and interest on, the Master Note; (3) the proceeds of any definitive improvement bonds or additional temporary improvement bonds in an amount, together with other moneys then on hand irrevocably appropriate to said account, as is necessary to pay the principal of, and interest on, the Master Note; (4) all investment earnings on moneys held in the Debt Service Account; (5) any amounts transferred from the Construction Account; and (6) any other moneys which are properly available and are appropriated by the City Council to the Debt Service Account. The moneys in said account shall be used only to pay or prepay the principal of, and interest on, the Master Note and any other general obligation bonds hereafter issued and made payable from said account.

The City shall observe the covenants of paragraphs 19 and 20 of this resolution with regard to the Fund.

All moneys of the Fund shall be deposited in a bank which is a member of the Federal Deposit Insurance Corporation. Upon issuance of the Master Note, the Construction Account in said Fund shall be established as a "supervised bank account" if and as required by the Government. Amounts in the supervised bank account exceeding \$100,000 shall be secured by the depository bank in advance in accordance with U.S. Treasury Department Circular No. 176. Withdrawals from the supervised bank account shall be made only on checks signed by the Clerk-Treasurer (or any other person who is lawfully delegated the responsibility of performing such duty) as certified to by the City Council of the City, from time to time and countersigned by the Rural Development Area Specialist authorized to act on behalf of the Government. Any liquidated damages and other moneys paid by defaulting contractors or their sureties shall be deposited in the Construction Account to assure completion of the related Project.

11. Pledge of Proceeds of Definitive Improvement Bonds or Additional Temporary Improvement Bonds and Special Assessments; Coverage Test. To provide moneys for the prompt and full payment of principal and interest on the Master Note, the City shall issue and sell the definitive improvement bonds or additional temporary improvement bonds for delivery and payment at or prior to the maturity date of the Master Note. The proceeds of the definitive improvements bonds or additional temporary improvement bonds to be issued in connection with the Master Note, together with special assessments, are hereby found, determined and declared to be sufficient in amount to pay when due one hundred five percent of the principal of and interest on the Master Note. The special assessments are hereby pledged for the payment of the Master Note, but solely to the extent required to meet one hundred five percent of the principal and interest requirements of the Master Note as the same become due.

12. Assessments. It is hereby determined that no less than twenty percent (20%) of the cost to the City of each Improvement financed hereunder within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments to be levied against every assessable lot, piece and parcel of land benefitted by the Improvements. The City hereby covenants and agrees that it will let all construction contracts not heretofore let within one (1) year after ordering each Improvement financed hereunder unless the resolution ordering the Improvement specifies a different time limit for the letting of construction contracts. The City hereby further covenants and agrees that it will do and perform, as soon as they may be

done, all acts and things necessary for the final and valid levy of such special assessments, and in the event that any such assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the City or the City Council or any of the City officers or employees, either in the making of the assessments or in the performance of any condition precedent thereto, the City and the City Council will forthwith do all further acts and take all further proceedings as may be required by law to make the assessments a valid and binding lien upon such property.

13. Master Noteholder Covenant. The provisions of this resolution constitute a covenant with the holder of the Master Note issued by the City and the definitive improvement bonds or additional temporary improvement bonds to be issued to refund such Master Note and, with respect to the payment of funds to the Debt Service Account, a pledge of those funds for the benefit of the holder of the Master Note payable therefrom.

14. Conditions Prior to Issuance of Definitive Improvement Bonds. The City has heretofore secured a commitment from the Government for a loan in the amount of \$2,657,000 in anticipation of which the Master Note is issued. It is hereby found, determined and declared that all conditions exist precedent to the anticipation of a definitive improvement bond in an amount equal at least to the principal sum of the Master Note.

15. General Obligation Pledge. The full faith, credit and taxing powers of the City shall be, and are hereby, irrevocably pledged for the prompt and full payment of the principal and interest on the Master Note as the same respectively become due. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Master Note, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed, with or without interest, from the Debt Service Account when a sufficient balance is available therein.

16. Certificate of Registration. The Clerk-Treasurer is hereby directed to file a certified copy of this resolution with the County Auditor of Stearns County, Minnesota, together with such other information as the County Auditor shall require, and to obtain the County Auditor's certificate that the Master Note has been entered in the County Auditor's Bond Register.

17. Advance Agreement and Joint Powers Agreement. The City Council hereby approves and authorizes the Advance Agreement between Rural Water and the City substantially in the form on file with the Clerk-Treasurer for the purpose of providing the necessary financing for the Project and the Master Note from the City to Rural Water in the amount not to exceed \$2,657,000. The Mayor and Clerk-Treasurer are hereby authorized, directed and empowered to execute the Advance Agreement, the Master Note and any other necessary or appropriate documents or agreements, and to otherwise act on behalf of the City to effect such financing. The Advance Agreement in the form executed is hereby incorporated by reference and made a part of this resolution. Each and all of the provisions of this resolution relating to the Master Note are intended to be consistent with the provisions of the Advance Agreement, and to the extent that any provision in the Advance Agreement is in conflict with this resolution as it relates to the Master Note, that provision shall control and this resolution shall be deemed accordingly modified. The execution of the Advance Agreement by the appropriate officers shall be

conclusive evidence of the approval of the Advance Agreement in accordance with the terms hereof. The Advance Agreement may be attached to the Master Note, and shall be attached to the Master Note if the holder of the Master Note is any person other than Rural Water.

The Joint Powers Agreement is hereby approved. The Joint Powers Agreement shall be executed on behalf of the City by the execution of the Advance Agreement, as provided herein. The City shall take such action as may be necessary for the City to become a participating member of Rural Water and a participant in the Program described in the Joint Powers Agreement. The Mayor is hereby appointed to be the representative of the City under the Joint Powers Agreement.

18. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to Rural Water, and to the attorneys approving the legality of the issuance of the Master Note, certified copies of all proceedings and records of the City relating to the Master Note and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Master Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

19. Negative Covenants as to Use of Proceeds and Project. The City hereby covenants not to use the proceeds of the Master Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangement for the cost of the Project, in such a manner as to cause the Rural Water Notes to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Federal Internal Revenue Code of 1986, as amended (the "Code").

20. Tax-Exempt Status of the Rural Water Notes. The City with respect to the Master Note shall comply with covenants in the Advance Agreement with respect to maintaining the exclusion from gross income under Section 103 of the Code of the interest on the Rural Water Notes.

21. No Designation of Qualified Tax-Exempt Obligation. The Master Note, as a taxable obligation, may not be qualified as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, and hence is not designated for such purpose.

22. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

23. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof: \_\_\_\_\_



and the following voted against the same: \_\_\_\_\_

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA  
COUNTY OF STEARNS  
CITY OF FREEPORT

I, the undersigned, being the duly qualified and acting Clerk-Treasurer of the City of Freeport, Minnesota, do hereby certify that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council duly called and held on the date therein indicated, insofar as such minutes relate to the City's \$2,657,000 General Obligation Utility Improvement Bond Anticipation Note of 2021A.

WITNESS my hand on August 31, 2021.

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Clerk-Treasurer

**4-Alt.      Alternate Resolution Ordering Preparation of Report on Improvement**

WHEREAS, it is proposed to improve 7<sup>th</sup> Street SE between the east line of Stearns County Road 11 and the 1880 feet east of County Road 11 by reconstruction and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF FREEPORT, MINNESOTA:

That the proposed improvement, called Improvement No. 2022-01 be referred to 7<sup>th</sup> Street SE Improvements for study and that that person is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted by the council this 31st day of August, 2021.

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Mayor

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City Clerk

Appraisal Report for:

City of Freeport



Developed By:  
The League of Minnesota Cities

Date: 4/20/2021

Agent Contact:  
North Risk Partners  
Dana Kerfeld

City Contact: Joan Wall

**Re: City of Freeport - Completed Appraisal Report**

LMCIT partnered with HCA Asset Management to develop the enclosed, completed appraisal report. Please review the values with the member and let us know if there are any questions.

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It's ultimately the member's responsibility to confirm the property coverage limits are adequate in the event of a loss.

Unless otherwise directed within 90 days, LMCIT will update the city's property schedules to reflect the enclosed values in one of two ways: 1) the updated values will be applied at the upcoming renewal; or 2) the updated values will be applied by endorsement, if the renewal has already been completed.

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In the report you will find the **Schedule of Individual Locations** which lists the current property coverage values as well as the newly established values.

There will not be another appraisal report for approximately 6 years. However LMCIT will coordinate appraisals on historical property at the city's request and onsite appraisals will be conducted on newly acquired property with replacement value of \$1,000,000 or greater.

As always if the member needs help or has questions about the adequacy of property values, don't hesitate to contact LMCIT right away.

If you have any questions about this report, please contact Lisa Trebesch, Appraisal Coordinator, at 651-215-4085.

Cordially yours,

Liam Biever, CPCU  
LMCIT Underwriting Manager

## Property Schedule For: FREEPORT, CITY OF

Date/Time Printed: 11/3/2020 12:11:03 PM

#	Address	Description	HCA Appraised Building Limit	HCA Appraised Contents Limit	Building Limit	Contents Limit	PIO Limit	Construction	Sprnk	Flood Code	Opt. Use
1	104 4TH ST NW	FIRE DEPT/FIRE HALL	\$721,000	\$72,300	\$727,117	\$69,781	\$0	Non-Combustible	N	A	
2	321 2ND ST NW	PUMP HOUSE	\$59,600	\$135,800	\$61,362	\$44,060	\$0	Frame	N	A	
3	213 2ND AVE NW	SR. CITIZENS CENTER	\$347,300	\$43,000	\$342,619	\$47,519	\$0	Frame	N	A	
4	207-7TH STREET SE	GAZEBO	\$68,400		\$67,427	\$0	\$0	Frame	N	A	
5	219-3RD STREET NE	LIFT STATION	\$178,400	\$52,300	\$151,187	\$29,989	\$0	Fire Resistive	N	A	
6	POST OF LOT 43 AND SUB DIV.5	VARIOUS			\$0	\$0	\$27,663	Modified Fire Resistive	N	A	
7	212 3RD ST SE	PUMP HOUSE	\$79,700	\$139,700	\$41,997	\$56,400	\$0	Frame	N	A	
8	207 7TH STREET SE	RESTROOM/WASHROOM	\$100,100	\$4,000	\$80,261	\$0	\$0	Joisted Masonry	N	A	
9	207 7TH STREET SE	PARK			\$0	\$0	\$75,204	Modified Fire Resistive	N	A	
10	CITYWIDE	VARIOUS			\$0	\$0	\$168,555	Modified Fire Resistive	N	A	
11	401 7TH STREET SE	LIFT STATION	\$108,500	\$41,500	\$110,240	\$23,413	\$0	Fire Resistive	N	A	
12	BALL PARK	BALL PARK			\$0	\$0	\$160,681	Modified Fire Resistive	N	A	
13	299 7TH ST SE	CONCESSION	\$43,100		\$21,814	\$0	\$0	Joisted Masonry	N	A	
14	125 MAIN ST E	CITY HALL	\$798,900	\$124,500	\$824,293	\$119,953	\$0	Joisted Masonry	N	A	
15	206 3RD STREET SE	MAINTENANCE GARAGE	\$286,500	\$56,300	\$257,226	\$46,252	\$0	Frame	N	A	
16	CITYWIDE	VARIOUS			\$0	\$0	\$280,540	Modified Fire Resistive	N	A	
17	125 MAIN ST E	GAZEBO	\$27,700		\$25,432	\$0	\$0	Non-Combustible	N	A	
18	CITYWIDE	VARIOUS			\$0	\$0	\$7,304	Modified Fire Resistive	N	A	(20) BROWN COMPOSIT FLOWER POTS
19	460 7TH STREET SW	LIFT STATION	\$137,700	\$54,500	\$135,671	\$30,335	\$0	Fire Resistive	N	A	
20	MAIN STREET, FREEPORT	VETERANS MEMORIAL MONUMENT			\$0	\$0	\$80,063	Modified Fire Resistive	N	A	VETERANS MEMORIAL MONUMENT
21	NORTHSIDE PARK, FREEPORT	PARK			\$0	\$0	\$82,476	Modified Fire Resistive	N	A	
22	CO RD 11 CITY LIMITS	VARIOUS			\$0	\$0	\$5,550	Modified Fire Resistive	N	A	
23	INDUSTRIAL PARK	200,000 GALLON WATER TOWER	\$1,116,300	\$24,000	\$1,350,061	\$0	\$0	Non-Combustible	N	A	
24	UPTOWN, FREEPORT	VARIOUS			\$0	\$0	\$233	Modified Fire Resistive	N	A	
25	LOT 30 & LOT 3	WATER TOWER (AGREED AMOUNT)	\$548,600		\$100,000	\$0	\$0	Non-Combustible	N	A	
ADD	299 7TH ST SE	ELECTRIC UTILITY SHED	\$4,300	\$100				Frame	N		
ADD	299 7TH ST SE	STORAGE SHED	\$7,600					Frame	N		
ADD	26528 CO RD 157	SEWER PONDS	\$1,805,700	\$14,000							

# Insurance Summary Report -RCV

LMCIT 2020

Freeport

As of Date: 03/24/2021							Replacement Cost (RC)			
			Year Built	ISO Class	No. Of Stories	Square Footage	Building (Less Exclusions)	Contents	Property In The Open	Total
SITE:	001	FIRE DEPT/FIRE HALL								
	BLDG: 01	FIRE DEPT/FIRE HALL 104 4TH ST NW FREEPORT, MN 56331	1968	3	1	6,800	\$721,000	\$72,300	\$0	\$793,300
Site Totals:							\$721,000	\$72,300	\$0	\$793,300
SITE:	002	PUMP HOUSE								
	BLDG: 01	PUMP HOUSE 321 2ND ST NW FREEPORT, MN 56331	1957	1	1	247	\$59,600	\$135,800	\$0	\$195,400
Site Totals:							\$59,600	\$135,800	\$0	\$195,400
SITE:	003	SR. CITIZENS CENTER								
	BLDG: 01	SR. CITIZENS CENTER 213 2ND AVE NW FREEPORT, MN 56331	1980	1	1	2,961	\$347,300	\$43,000	\$0	\$390,300
Site Totals:							\$347,300	\$43,000	\$0	\$390,300
SITE:	004	GAZEBO								
	BLDG: 01	GAZEBO 207 7TH ST SE FREEPORT, MN 56331	1996	1	1	992	\$68,400	\$0	\$0	\$68,400
Site Totals:							\$68,400	\$0	\$0	\$68,400
SITE:	005	LIFT STATION								
	BLDG: 01	LIFT STATION 219 3RD ST NE FREEPORT, MN 56331	1993	6	1	0	\$178,400	\$52,300	\$0	\$230,700
Site Totals:							\$178,400	\$52,300	\$0	\$230,700

# Insurance Summary Report -RCV

LMCIT 2020

Freeport

As of Date: 03/24/2021							Replacement Cost (RC)			
			Year Built	ISO Class	No. Of Stories	Square Footage	Building (Less Exclusions)	Contents	Property In The Open	Total
SITE: 007	PUMP HOUSE									
	BLDG: 01	PUMP HOUSE 212 3RD ST SE FREEPORT, MN 56331	1967	1	1	376	\$79,700	\$139,700	\$0	\$219,400
Site Totals:							\$79,700	\$139,700	\$0	\$219,400
SITE: 008	RESTROOM/WASHROOM									
	BLDG: 01	RESTROOM/WASHROOM 207 7TH ST SE FREEPORT, MN 56331	1996	2	1	621	\$100,100	\$4,000	\$0	\$104,100
Site Totals:							\$100,100	\$4,000	\$0	\$104,100
SITE: 011	LIFT STATION									
	BLDG: 01	LIFT STATION 401 7TH ST SE FREEPORT, MN 56331	1999	6	1	0	\$108,500	\$41,500	\$0	\$150,000
Site Totals:							\$108,500	\$41,500	\$0	\$150,000
SITE: 013	CONCESSION									
	BLDG: 01	CONCESSION 299 7TH ST SE FREEPORT, MN 56331	2001	2	1	312	\$43,100	\$0	\$0	\$43,100
Site Totals:							\$43,100	\$0	\$0	\$43,100
SITE: 014	CITY HALL									
	BLDG: 01	CITY HALL 125 MAIN ST E FREEPORT, MN 56331	2003	2	1	5,381	\$798,900	\$124,500	\$0	\$923,400
Site Totals:							\$798,900	\$124,500	\$0	\$923,400



# Insurance Summary Report -RCV

LMCIT 2020

Freeport

As of Date: 03/24/2021							Replacement Cost (RC)			
			Year Built	ISO Class	No. Of Stories	Square Footage	Building (Less Exclusions)	Contents	Property In The Open	Total
SITE: 015	MAINTENANCE GARAGE									
	BLDG: 01	MAINTENANCE GARAGE 206 3RD ST SE FREEPORT, MN 56331	2006	1	1	5,105	\$286,500	\$56,300	\$0	\$342,800
Site Totals:							\$286,500	\$56,300	\$0	\$342,800
SITE: 017	GAZEBO									
	BLDG: 01	GAZEBO 125 MAIN ST E FREEPORT, MN 56331	2007	3	1	319	\$27,700	\$0	\$0	\$27,700
Site Totals:							\$27,700	\$0	\$0	\$27,700
SITE: 019	LIFT STATION									
	BLDG: 01	LIFT STATION 460 7TH ST SW FREEPORT, MN 56331	2005	6	1	0	\$137,700	\$54,500	\$0	\$192,200
Site Totals:							\$137,700	\$54,500	\$0	\$192,200
SITE: 023	200,000 GALLON WATER TOWER									
	BLDG: 01	200,000 GALLON WATER TOWER 440 4TH AVE SW FREEPORT, MN 56331	2012	3	1	0	\$1,116,300	\$24,000	\$0	\$1,140,300
Site Totals:							\$1,116,300	\$24,000	\$0	\$1,140,300
SITE: 025	WATER TOWER (AGREED AMOUNT)									
	BLDG: 01	WATER TOWER (AGREED AMOUNT) 212 3RD ST SE FREEPORT, MN 56331	1920	3	1	0	\$548,600	\$0	\$0	\$548,600
Site Totals:							\$548,600	\$0	\$0	\$548,600

# Insurance Summary Report -RCV

LMCIT 2020

Freeport

As of Date: 03/24/2021							Replacement Cost (RC)			
			Year Built	ISO Class	No. Of Stories	Square Footage	Building (Less Exclusions)	Contents	Property In The Open	Total
SITE:	ADD01	ELECTRIC UTILITY SHED								
	BLDG: ADD01	ELECTRIC UTILITY SHED 299 7TH ST SE FREEPORT, MN 56331	2007	1	1	106	\$4,300	\$100	\$0	\$4,400
Site Totals:							\$4,300	\$100	\$0	\$4,400
SITE:	ADD02	STORAGE SHED / DUGOUT								
	BLDG: ADD01	STORAGE SHED/DUGOUT 299 7TH ST SE FREEPORT, MN 56331	2019	1	1	148.50	\$7,600	\$0	\$0	\$7,600
Site Totals:							\$7,600	\$0	\$0	\$7,600
SITE:	ADD03	SEWER POND								
	BLDG: ADD01	SEWER PONDS 26528 CO RD 157 FREEPORT, MN 56331	1993	0	1	940,025	\$1,805,700	\$14,000	\$0	\$1,819,700
Site Totals:							\$1,805,700	\$14,000	\$0	\$1,819,700
Report Totals:							\$6,439,400	\$762,000	\$0	\$7,201,400

## 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](mailto: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.

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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: \_\_\_\_\_

## Property Schedule For: FREEPORT, CITY OF

Date/Time Printed: 11/3/2020 12:11:03 PM

#	Address	Description	HCA Appraised Building Limit	HCA Appraised Contents Limit	Building Limit	Contents Limit	PIO Limit	Construction	Sprnk	Flood Code	Opt. Use
1	104 4TH ST NW	FIRE DEPT/FIRE HALL	\$721,000	\$72,300	\$727,117	\$69,781	\$0	Non-Combustible	N	A	
2	321 2ND ST NW	PUMP HOUSE	\$59,600	\$135,800	\$61,362	\$44,060	\$0	Frame	N	A	
3	213 2ND AVE NW	SR. CITIZENS CENTER	\$347,300	\$43,000	\$342,619	\$47,519	\$0	Frame	N	A	
4	207-7TH STREET SE	GAZEBO	\$68,400		\$67,427	\$0	\$0	Frame	N	A	
5	219-3RD STREET NE	LIFT STATION	\$178,400	\$52,300	\$151,187	\$29,989	\$0	Fire Resistive	N	A	
6	POST OF LOT 43 AND SUB DIV. 5	VARIOUS			\$0	\$0	\$27,663	Modified Fire Resistive	N	A	
7	212 3RD ST SE	PUMP HOUSE	\$79,700	\$139,700	\$41,997	\$56,400	\$0	Frame	N	A	
8	207 7TH STREET SE	RESTROOM/WASHROOM	\$100,100	\$4,000	\$80,261	\$0	\$0	Joisted Masonry	N	A	
9	207 7TH STREET SE	PARK			\$0	\$0	\$75,204	Modified Fire Resistive	N	A	
10	CITYWIDE	VARIOUS			\$0	\$0	\$168,555	Modified Fire Resistive	N	A	
11	401 7TH STREET SE	LIFT STATION	\$108,500	\$41,500	\$110,240	\$23,413	\$0	Fire Resistive	N	A	
12	BALL PARK	BALL PARK			\$0	\$0	\$160,681	Modified Fire Resistive	N	A	
13	299 7TH ST SE	CONCESSION	\$43,100		\$21,814	\$0	\$0	Joisted Masonry	N	A	
14	125 MAIN ST E	CITY HALL	\$798,900	\$124,500	\$824,293	\$119,953	\$0	Joisted Masonry	N	A	
15	206 3RD STREET SE	MAINTENANCE GARAGE	\$286,500	\$56,300	\$257,226	\$46,252	\$0	Frame	N	A	
16	CITYWIDE	VARIOUS			\$0	\$0	\$280,540	Modified Fire Resistive	N	A	
17	125 MAIN ST E	GAZEBO	\$27,700		\$25,432	\$0	\$0	Non-Combustible	N	A	
18	CITYWIDE	VARIOUS			\$0	\$0	\$7,304	Modified Fire Resistive	N	A	(20) BROWN COMPOSIT FLOWER POTS
19	460 7TH STREET SW	LIFT STATION	\$137,700	\$54,500	\$135,671	\$30,335	\$0	Fire Resistive	N	A	
20	MAIN STREET, FREEPORT	VETERANS MEMORIAL MONUMENT			\$0	\$0	\$80,063	Modified Fire Resistive	N	A	VETERANS MEMORIAL MONUMENT
21	NORTHSIDE PARK, FREEPORT	PARK			\$0	\$0	\$82,476	Modified Fire Resistive	N	A	
22	CO RD 11 CITY LIMITS	VARIOUS			\$0	\$0	\$5,550	Modified Fire Resistive	N	A	
23	INDUSTRIAL PARK	200,000 GALLON WATER TOWER	\$1,116,300	\$24,000	\$1,350,061	\$0	\$0	Non-Combustible	N	A	
24	UPTOWN, FREEPORT	VARIOUS			\$0	\$0	\$233	Modified Fire Resistive	N	A	
25	LOT 30 & LOT 3	WATER TOWER (AGREED AMOUNT)	\$548,600		\$100,000	\$0	\$0	Non-Combustible	N	A	
ADD	299 7TH ST SE	ELECTRIC UTILITY SHED	\$4,300	\$100				Frame	N		
ADD	299 7TH ST SE	STORAGE SHED	\$7,600					Frame	N		
ADD	26528 CO RD 157	SEWER PONDS	\$1,805,700	\$14,000							



Auto Schedule

FREEPORT, CITY OF - P&C

+ Add

When Auto Physical Damage Enhancement (APD+) coverage is chosen, the total loss threshold is 80 percent of the ACV of the auto. In a total loss situation (i.e., repairs are equal to or greater than 80 per cent ACV), the coverage will provide for the smaller of:

- 200 percent of the actual cash value of the auto;
- The cost of an equivalent new auto without deduction for depreciation; or
- The limit stated in the endorsement.

For assistance with auto scheduling and valuation, please click here:[www.lmc.org/wp-content/uploads/documents/Auto-Scheduling-and-Valuation-Guide.pdf](http://www.lmc.org/wp-content/uploads/documents/Auto-Scheduling-and-Valuation-Guide.pdf) (<https://www.lmc.org/wp-content/uploads/documents/Auto-Scheduling-and-Valuation-Guide.pdf>)

**\*\* Changes to the schedule are automatically saved \*\***

Search:

New #	Year	Make	Model	Type	Value	VIN (last 4)	Phys Dmg	APD+	Opt. Use		
1	1994	SPARTAN	TOYNE	HF	\$184,000	2142			Y	N	Edit
2	2000	GMC	WATER TRK	HF	\$78,000	4930			Y	N	Edit
3	2000	FORD	F350 TRUCK	HPUBLIC	\$21,000	7440			Y	N	Edit
4	2003	FREIGHTLINER	WATER TRK	HF	\$97,695	9211			Y	N	Edit
5	1997	FREIGHTLINER	RESCUE VAN	AMB	\$50,000	5581			Y	N	Edit
6	2011	FORD F350	PICKUP	HPUBLIC	\$29,249	1FT8W3B64BEB70050			Y	Y	Edit
7	2004	STERLING	L8511	HPUBLIC	\$60,000	1122			Y	N	Edit
8	2017	FIRE	TRUCK	HF	\$425,000	1133			Y	Y	Edit
9	2001	DODGE	GRAND CARAVAN ES	LPUBLIC	\$0	2B8GP54L51R121623			N	N	Edit

Submit Renewal

(/Reports/PrintRenewalMaster?inProgramNbr=0011&cityID=0000011092&inLOB=PC&inFormID=16977)

I have completed this section

# Memo

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From: Wyatt Kemper, Clerk-Treasurer

To: Freeport City Council

Date: 08/31/2021

Re: Alleyway Acknowledgement

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- Behind Oak Station, parcels of land that are not owned by the City form an alleyway, which the City does have rights-of-way to. Since those individual parcels are owned by residents, however, that alley must be legally acknowledged before it can be utilized for the purpose it is intended to serve.

# Memo

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From: Wyatt Kemper, Clerk-Treasurer

To: Freeport City Council

Date: 08/31/2021

Re: Landscaping – 309 2<sup>nd</sup> Ave NW

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- Regina Hoeschen's yard was excavated to discover the source of a water issue on the property. After the issue was resolved, the dirt was replaced, but landscaping work was left unfinished. Regina would like to have the disturbed land restored.



# Memo

From: Joan Wall, Clerk-Treasurer

To: Freeport City Council

Date: 8/25/21

Re: 2022 Budget and Levy

Before September 30<sup>th</sup>, Council will need to approve a preliminary levy and schedule a public hearing date between November 25 and December 27. The regularly scheduled December council meeting would be held December 28<sup>th</sup>, which is outside of the window for when we need to hold the public hearing and report our final levy. Would Council like to move the December council meeting to December 21<sup>st</sup>?

Preliminary budget reports and a corresponding levy resolution will be presented for your approval at the September 28 council meeting.

Most of the budget line items are very similar from year to year. Below are some line items that may differ based on Council's decisions. Let me know if you wish to make changes:

1. Does Council have a goal for a certain tax capacity rate when setting the levy? A report of current tax capacity rates for Stearns County is on the next page. Past years for Freeport have been:
  - 2017 – 81.6%
  - 2018 – 78.9%
  - 2019 – 70.4%
  - 2020 – 74.9%
  - 2021 – 75.0%
2. Payroll - a 1% pay increase would only result in about a \$150 increase over the 2021 budgeted amounts. A 2% pay increase would result in a \$1500 increase over 2021.
3. Below is a chart showing the current balance in sinking funds and the amount that was transferred from the General Fund in 2021. Please let me know if you want to transfer different amounts in 2022.

## Sinking Funds

Fund	Description	July 2021 Balance	2021 Transfer from Gen Fund
407	2006 Small Cities Grant	99,769.32	0.00
410	South End Park Fund	29,335.74	6,000.00
412	North End Park Fund	2,820.68	0.00
416	Bucket Fund - Old Tower Preservation	59,886.53	0.00
417	Street Improvements Fund	391,528.86	72,000.00
418	Capital Equipment Fund	61,559.66	10,000.00
419	Street Lights Fund	132,357.00	30,000.00

## 2021 TAX CAPACITY RATES FOR STEARNS COUNTY (ALL RATES EXPRESSED AS PERCENTAGES)

COUNTY BUILDING.....	0.0580%
COUNTY DEBT SERVICE.....	2.2341%
COUNTY ECONOMIC RECOVERY.....	0.0406%
COUNTY LIBRARY.....	1.3340%
COUNTY PARKS.....	0.5468%
COUNTY REVENUE.....	21.8796%
COUNTY ROAD & BRIDGE.....	4.4194%
COUNTY SOCIAL SERVICES.....	18.0890%
TOTAL.....	48.6017%

### 2021 CITY RATES

CITY OF ALBANY	44.7479%	CITY OF LAKE HENRY	#	30.6991%	CITY OF ST ANTHONY	#	6.4716%
CITY OF AVON	66.4960%	CITY OF MEIRE GROVE	#	30.7508%	CITY OF ST AUGUSTA	#	24.2329%
CITY OF BELGRADE	@	CITY OF MELROSE	#	59.6220%	CITY OF ST CLOUD	#	50.2710%
CITY OF BROOTEN	^	CITY OF NEW MUNICH	#	57.1723%	CITY OF ST.JOSEPH	#	58.6824%
CITY OF COLD SPRING	#	CITY OF PAYNESVILLE	^	44.7647%	CITY OF ST MARTIN	#	75.0134%
CITY OF EDEN VALLEY	#	CITY OF RICHMOND	#	57.4774%	CITY OF ST ROSA	#	28.0569%
CITY OF ELROSA	^ #	CITY OF ROCKVILLE	#	49.6595%	CITY OF ST STEPHEN	#	37.1059%
CITY OF FREEPORT	#	CITY OF ROSCOE	#	41.0232%	CITY OF WAITE PARK	#	72.7222%
CITY OF GREENWALD	#	CITY OF SARTELL	#	41.5071%			
CITY OF HOLDINGFORD	#	CITY OF SAUK CENTRE	#	48.0562%			
CITY OF KIMBALL	*	CITY OF SPRING HILL	#	33.6713%			

### 2021 TOWNSHIP RATES

TOWN OF ALBANY	#	30.5332%	TOWN OF KRAIN	#	18.8732%	TOWN OF RAYMOND	^ #	8.0979%
TOWN OF ASHLEY	#	10.0734%	TOWN OF LAKE GEORGE	^ #	5.8177%	TOWN OF SAUK CENTRE	#	10.0257%
TOWN OF AVON		17.4072%	TOWN OF LAKE HENRY	^ #	12.5098%	TOWN OF SPRING HILL	^ #	15.4683%
TOWN OF BROCKWAY		18.4894%	TOWN OF LESAUK	#	19.1218%	TOWN OF ST JOSEPH	#	22.7746%
TOWN OF COLLEGEVILLE	#	21.2088%	TOWN OF LUXEMBURG	* #	32.8043%	TOWN OF ST MARTIN	#	16.8035%
TOWN OF CROW LAKE	^ @	10.9074%	TOWN OF LYNDEN	*	18.2254%	TOWN OF ST WENDEL	#	19.2799%
TOWN OF CROW RIVER	^ @	15.4413%	TOWN OF MAINE PRAIRIE	* # &	24.7327%	TOWN OF WAKEFIELD	#	21.7366%
TOWN OF EDEN LAKE	^ #	15.9727%	TOWN OF MELROSE	#	12.8759%	TOWN OF ZION	^ #	27.4495%
TOWN OF FAIR HAVEN	*	20.4356%	TOWN OF MILLWOOD	#	23.2322%			
TOWN OF FARMING	#	19.1748%	TOWN OF MUNSON	#	12.3052%			
TOWN OF GETTY	^ #	11.1260%	TOWN OF NORTH FORK	^	15.8034%			
TOWN OF GROVE	#	13.4830%	TOWN OF OAK	#	18.4444%			
TOWN OF HOLDING		36.4209%	TOWN OF PAYNESVILLE	^ #	15.0292%			

### 2021 SCHOOL DISTRICT RATES

#### INDEPENDENT SCHOOL DISTRICTS

0463 Eden Valley	29.4930%	0741 Paynesville	22.7835%	0876 Annandale	19.5390%
0485 Royalton	36.9370%	0742 St Cloud	25.2765%	2149 Minnewaska	16.2990%
0487 Upsala	36.6300%	0743 Sauk Centre	16.5132%	2364 BelBroElrosa	23.0623%
0738 Holdingford	27.9498%	0745 Albany	30.6431%	2753 Long Prairie	15.9360%
0739 Kimball	19.9963%	0748 Sartell/StStephen	39.1500%		
0740 Melrose	13.9381%	0750 Rocori	25.8919%		

**NOTE:** Add County and City or Township tax capacity rate to the School District tax capacity rate in which the property is located.

Multiply this total by the tax capacity to obtain the amount of general tax.

If there are special assessments, these must be added to your general taxes, and the amount will correspond with the County Treasurer's tax list.

Added tax capacity rate to City of St Cloud for HRA of	0.8983%
Added tax capacity rate to all other Cities and Townships for HRA of	0.3289%
Added tax capacity rate to Cities of St Cloud, City of Sartell, and Waite Park for Transit of	3.3456%
Added tax capacity rate to the City of Brooten for Glacial Ridge Hospital of	1.9230%
Added tax capacity rate for St Cloud Economic Development Authority of	0.9017%
Added tax capacity rate for Stearns County Regional Rail Authority of	0.0389%
Any difference could be due to disparity reduction aid.	

#### LEGEND:

& Added tax capacity rate for area in Rockville Hall Detach	4.2633%
^ Added tax capacity rate for area in Northfork-Crow River Watershed District of	2.2294%
* Added tax capacity rate for area in Clearwater River Watershed District of	1.7659%
# Added tax capacity rate for area in Sauk River Watershed District of	0.9620%
@ Added tax capacity rate for area in Middle Fork Crow River Watershed District of	4.0205%

# Memo

From: Wyatt Kemper, Clerk-Treasurer

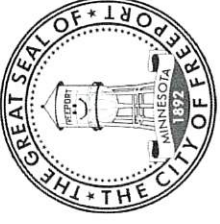
To: Freeport EDA

Date: 8/23/2021

Re: Dakota Steel & Trim Sign Permit

Dakota Steel & Trim submitted a sign permit recently; all specs are approved but the placement has caused some concern. They have requested that the sign be located in West side of the ditch where 7<sup>th</sup> Street SW meets Whirlwind Drive. Approval from EDA is needed before the permit can be approved.





## 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](http://www.freeportmn.org)

### SIGN PERMIT

FOR OFFICE USE ONLY			
PERMIT FEE \$	WAC \$		PERMIT #
SURCHARGE \$	SAC \$		DATE RECEIVED
PLAN CHECK \$	METER \$		DATE APPROVED
SUB TOTAL \$	SUBTOTAL \$		TOTAL \$

#### Property Owner

Name Dakota Steel and Trim (Leonard Sr Decker)  
Address 29007 477th Ave Canton, SD 57013  
Phone 320-333-5770

#### Property

Legal Description Industrial Park PL 5 Lot 004 Block 001 Subdivision Cd 54025 Sec 03 Twn 125 Range 032  
Street Address 500 Whirlwind Drive Freeport, MN 56331

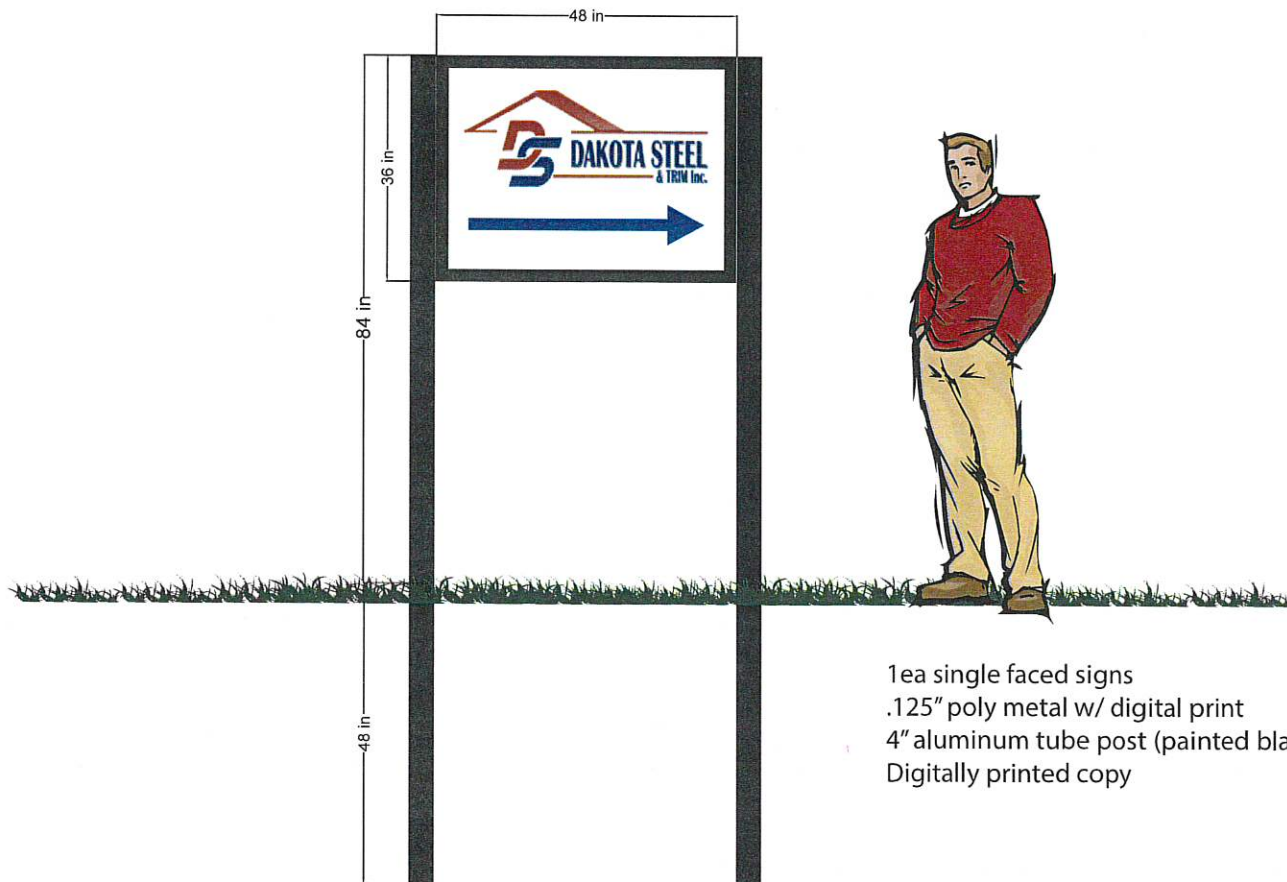
#### Sign

Height 84" # of Faces 1 # of Poles 2 Sign area per side See Attached print  
Placement on subject property See Attached map

Cost \$ \$1900.00

Applicant Corey Overmann Date 07/28/21  
Building Official \_\_\_\_\_ Date \_\_\_\_\_  
Zoning Administrator \_\_\_\_\_ Date \_\_\_\_\_

The City of Freeport is an Equal Opportunity Provider



1ea single faced signs  
 .125" poly metal w/ digital print  
 4" aluminum tube post (painted black)  
 Digitally printed copy

# ACE SIGNS

SIGNS OF ALL KINDS

403 n Kiwanis Ave.  
 Sioux Falls, SD  
 Phone : 605-336-7031  
[www.aceonesigns.com](http://www.aceonesigns.com)

JOB: #

Date: 5/24/2021

Client:

Address: Sioux Falls SD

Sales Rep: Jeremy Josephson

File Name:

Dakota Steel

Client Approval:

X \_\_\_\_\_  
 Signature Date

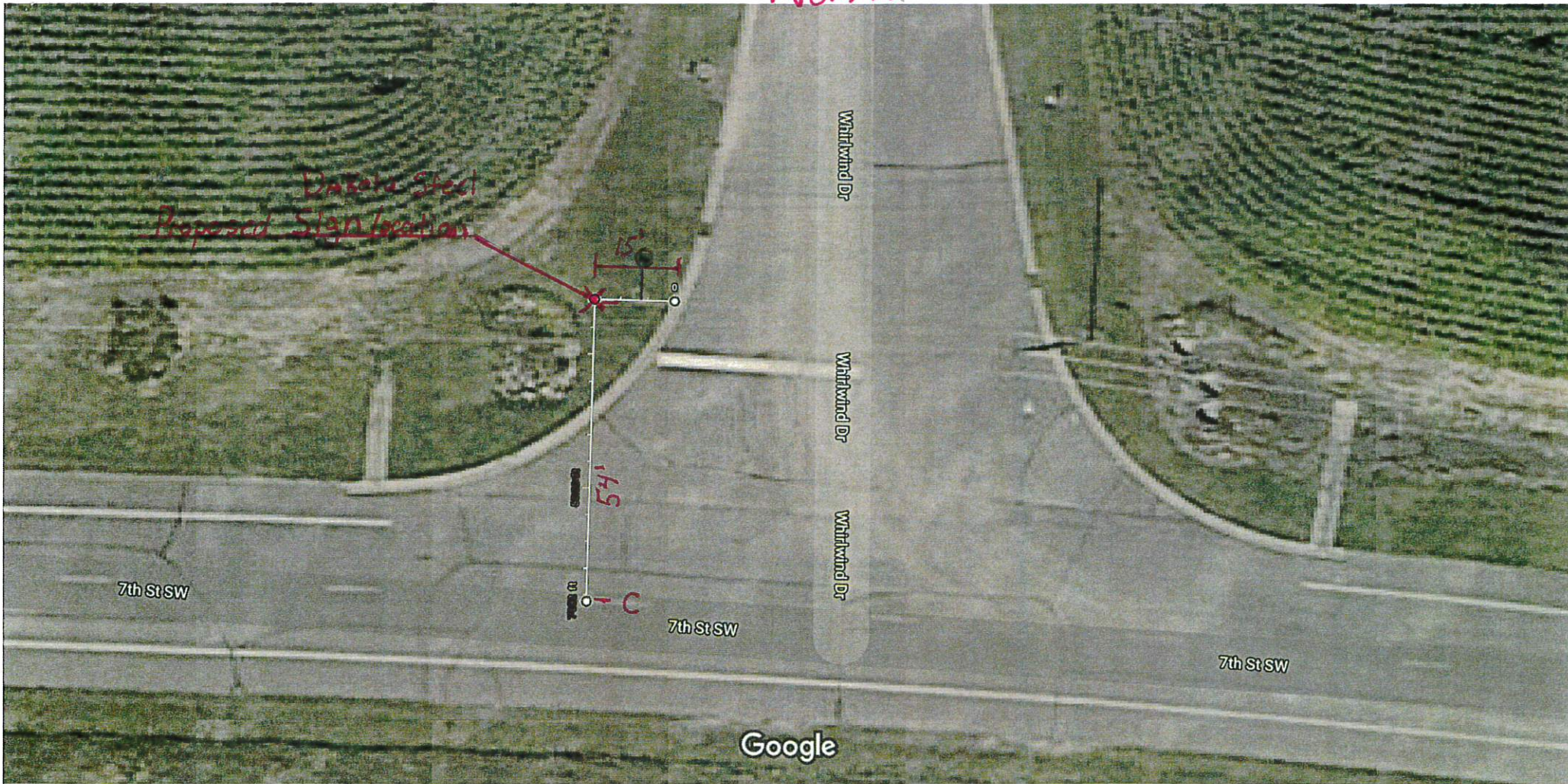
LandLord Approval:

X \_\_\_\_\_  
 Signature Date

NOTE: This is an original drawing created by ACE NEON SIGNS. It is submitted for your personal use in connection with a project being planned for you by ACE NEON SIGNS. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, copied or exhibited. Unless you have written consent from ACE NEON SIGNS.



North



Map data ©2021, Map data ©2021 10 ft

## Dakota Steel and Trim Proposed Business Sign Location Map



Google Maps

North



Imagery ©2021 Maxar Technologies, USDA Farm Service Agency, Map data ©2021 200 ft