

#### 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

**January 25, 2022** - Regular Meeting Agenda Freeport City Hall - 7:00 pm

#### Call to Order

- I. Approve Agenda
- II. Public Forum
- III. Consent Agenda
  - a. December 21, 2021 Council Meeting Minutes (1-3)
  - b. Claims 4784-4822 (4-10)
  - c. Sheriff's Report (11)
  - d. Freeport Family Fishing Gambling Permit (12)
  - e. Sacred Heart Church Gambling Permit (13)
  - f. Sacred Heart Church Temporary Liquor License (14)
- IV. Reports
  - a. Clerk-Treasurer Report (15)
  - b. Fire Department Report (N/A)
  - c. Public Works Report (16-20)
  - d. Engineer Report (21-29)
  - e. Attorney Report (30)
- V. Old Business
  - a. Building Inspector (31-32)
  - b. Refuse Collection Request for Proposal (33)
- VI. New Business
  - a. Johnson Jet-Line Contract (34-36)
  - b. Ordinance 2022-01 Fee Schedule (37-41)
  - c. Resolution 2022-01 Official Depository FSB (42-43)
  - d. Resolution 2022-02 Official Depository CMCU (44-45)
  - e. Resolution 2022-03 2021 Donations (46-47)
  - f. Resolution 2022-04 Disbursement and Payment of Claims Policy (48-51)
  - g. 2022 Appointments (52-53)
- VII. Adjourn



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#### **December 21, 2021** – Meeting Minutes

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

Staff in attendance: Interim Clerk-Treasurer Joan Wall, Public Works Director Loren Goebel, City Attorney Scott Dymoke, and City Engineer Dave Blommel.

Absent: Fire Chief Andy Grieve

Others in attendance:

Branden Roering (Freeport Fire Dept)

#### **Approve Agenda**

Wall asked to add claim #4783 for Engelmeyer Land Services. Arnzen moved to approve the agenda with the addition, seconded by Hennen. Motion carried 5-0.

#### Public Forum

Hennen explained that a resident talked to him about the difference in proposed property taxes between Freeport and Sauk Centre. For the same home value, the city tax is hundreds of dollars less in Sauk Centre.

#### **Consent Agenda**

There was a discussion on why the city pays for DOT physicals. Will an employee reimburse the city if they leave employment? Dymoke said he thinks the city might be obligated to pay for the physical. Renneker moved to approve the consent agenda, seconded by Blake. Motion carried 5-0.

#### **Reports**

#### Clerk-Treasurer Report

Council asked Wall to send list of candidates along with resumes after the first of the year.

Renneker asked if the city can bid out for building inspectors. Hennen said he has been working on some other options for council to look at.

#### Fire Department Report

No report.

#### Public Works Report

Goebel expressed his thanks to Branden Roering for helping to plow snow. Eveslage and Renneker asked Goebel to look for a new lawn mower that has a sidewalk broom attachment since we are thinking it needs

to be placed. It would be good to look for one now instead of waiting until next spring when we might get put on a waiting list. Goebel said we do have a blower for the tractor, but it's not very maneuverable because of its size. Goebel asked, if we got a smaller one, does council want to get rid of the bigger one? Renneker said maybe we keep the bigger one for now and replace it in a couple years when we need to.

#### **Engineer Report**

Blommel reported MnDOT contacted the city regarding replacing the bridge over I-94 in 2026. Stearns County is well aware of the city's feedback about keeping the sidewalk and pedestrian concerns. We do have some say about what happens with the bridge even though it's owned by the state. Right now, they are considering replacing the decking, but full replacement is not off the table. Re-decking would take about 2 months and replacement about 6 to 8 months. No council action is needed at this time and Blommel will continue the discussions with MnDOT.

The comments we received about our safe route to school plan weren't great and their recommendation is not to proceed at this point. We need a support letter from the school and need to get a plan written down. We're better off not proceeding with it, unless council really wants to proceed. Blommel recommends waiting a year so it can be in line with the bridge project. Even if we got the funding, we still wouldn't get the funds until 2026, so it makes sense to do it with the bridge.

Renneker moved to approve payment of application #4, seconded by Blake. Motion carried 5-0.

#### Attorney Report

Dymoke reported that the sheriff has the abatement order for the Hansen's. He is waiting for the affidavit confirming that it has been served. They have 30 days after being served to clean up their property. If it's not done in 30 days, then Dymoke would file it and get on the court's calendar. Eveslage asked if attorney's fees could be applied to it too. Dymoke will look into that.

#### **Old Business**

#### Resolution 2021-17 2022 Budget and Tax Levy

Hennen moved to approve Resolution 2021-17, seconded by Arnzen. Motion carried 5-0.

#### Hire Maintenance Assistant

Wall has given council and Goebel the four applications the city received. After a brief discussion, Hennen moves to hire Mike Renneker, seconded by Eveslage. Arnzen asked what happens when Goebel is out of town. Goebel said the part time person can fill in. Motion carried 4-0 with Jake Renneker abstaining.

#### Refuse Collection Request for Proposal (RFP

Discussion was had while reviewing Eveslage's version of the RFP and consensus for changes was as follows:

- Include both residential and commercial so there is only one garbage hauler on city streets (Blommel suggested we try to keep trucks as small as possible to preserve streets).
- Include garbage, recycling, and yard waste. Strike organics recycling.
- Add a 95-gallon cart option for commercial.

Arnzen received feedback from some business owners that as long as it's not Waste Management, they are fine with having commercial included in the contract. Dymoke reviewed the RFP and said Eveslage's

version isn't missing anything. We just need to make sure we update it for the changes discussed. Blommel reported that he has heard one of these presentations already and one of the haulers wanted to base future years on whatever the consumer price index (CPI) will be. This might be beneficial for the city. Dymoke added that Melrose just went through this process and agreed to CPI adjustments, but wanted a cap also. Blake asked if rates normally go up every year and Blommel said yes. Blommel noted that the RFP prohibits fuel surcharges, which is very good. Dymoke said it would be a good idea to give notice to Waste Management that we won't be automatically renewing with them. Dymoke explained that the city doesn't have to choose the lowest price hauler, but if we don't choose the lowest price, we will want to be able to explain why to the residents. Renneker suggested we also send the RFP to Opatz.

Hennen moved to approve the RFP with the discussed changes, seconded by Blake. Motion carried 5-0.

#### Salt Shed Insurance Claim

Goebel reported that the shed is getting built back to the way it was. It should be fixed within the next two weeks.

#### **New Business**

#### Cleaning Services

Arnzen moved to increase Joann Timp's pay to \$20 per hour. Motion died for lack of second. Hennen moved to increase Joann Timp's pay to \$50 per cleaning, seconded by Arnzen. Motion carried 5-0.

#### Expert Billing Contract Renewal

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

#### Unauthorized Shed at 500 1st Avenue N

Hennen said property owner Carl Botz came in and talked to him and Hennen told him to talk to the city. Goebel explained Botz talked to Wyatt Kemper who said he needed to remove the shed. Botz then said he would live in it, but he still didn't get a permit. Dymoke suggested the city send a letter telling Botz to remove the shed by March 1, 2022, and council agreed.

# At 8:46 pm Arnzen moved to adjourn, seconded by Blake. Motion carried 5-0. Mayor, Mike Eveslage Interim Clerk-Treasurer, Joan Wall

Claim Approval List Report ID: AP100V For the Accounting Period: 1/22

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#### \* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org	g Acct	Object Proj	Cash Account
4784		245 KUECHLE UNDERGROUND, INC	618,092.74						
	2021.18-	2 10/12/21 Pmt 2 2021 Improvements	618,092.74*	_		420	43100	310	10100
		Total for Ven							
		# of Claims	1 Total	: 618,092.74					

01/03/22 CITY OF FREEPORT Page: 1 of 1
11:54:21 Claim Approval List Report ID: AP100V
For the Accounting Period: 1/22

#### \* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Docur	ment \$/	Disc \$					Cash
		Invoice #/Inv Date/Description	Lin	ne \$		PO #	Fund Or	g Acct	Object Proj	Account
4785		772 MN BUREAU OF CRIMINAL		15.00						
	01/03/2	2 M Renneker background check		15.00			101	41000	300	10100
		Total for Vendo	r:	15.00	)					
		# of Claims	1	Total:	15.0	00				

01/06/22 CITY OF FREEPORT Page: 1 of 1
13:46:31 Claim Approval List Report ID: AP100V
For the Accounting Period: 1/22

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$					Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object Proj	Account
4786		245 KUECHLE UNDERGROUND, INC	694,561.77						
	2021.18-	3 11/12/21 Pmt 3 2021 Improvement	639,473.30*			420	43100	310	10100
	2021.18-	4 12/10/21 Pmt 4 2021 Improvement	55,088.47*			420	43100	310	10100
		Total for Ve	endor: 694,561.77						
		# of Clair	ns 1 Total:	694,561.77					

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Report ID: AP100V

CI ai m/	Check	Vendor #/Name/	Document \$/	Disc \$					Cash
		Invoice #/Inv Date/Description	Li ne \$		P0 #	Fund Org	Acct	Object Proj	Account
4788		15 ALBANY MUTUAL TELEPHONE	266. 08						
	10451617	01/01/22 836-2411	43.33			225	42200	320	10100
	10451617	01/01/22 836-2413	40. 75			225	42200	320	10100
	10451522	01/01/22 836-7158	46.82			101	41000	320	10100
	10452264	01/01/22 836-2685	22. 24			601	43225	320	10100
	10452264	01/01/22 836-2685	22. 24			602	43250	320	10100
	10450613	01/01/22 836-2112	90. 70			101	41000	320	10100
		Total for	Vendor: 266.0	8					
		*** Claim	from another period (	12/21) ****					
4789		70 CENTERPOINT ENERGY	606. 75						
	12/21/21	l City hall	74. 35			101	43100	382	10100
	12/21/21	l Maintenance bldg	293. 03			101	43100	382	10100
	12/21/21	l Fire hall	239. 37			225	42200	382	10100
		Total for	Vendor: 606.7	5					
		*** Claim	from another period (	12/21) ****					
4790		76 CENTRAL MINNESOTA CREDIT	UNI ON 72. 69						
	12/31/21	I Stearns Co Beacon fee	1.00			101	41000	433	10100
	12/31/21	l Postage - 2021 proj loan docs	8. 70			420	43100	200	10100
	12/31/21	l General postage	58.00			101	41000	200	10100
	12/31/21	l Bottled water	4. 99			300	46500	210	10100
		Total for	Vendor: 72.6	9					
4791		145 FINKEN WATER SOLUTIONS	23. 00						
	1293237 (	01/01/22 Water softener rental	15.00			101	41000	410	10100
	1293238 (	01/01/22 Maint water cooler	8.00			101	43100	410	10100
		Total for	Vendor: 23.0	0					
4792		637 NORTHLAND TRUST SERVICES	INC 226, 115. 00						
	FREEP12A	12/16/21 Bond series 2012A pri	nci pal 180, 000. 00			331	47000	600	10100
	FREEP12A	12/16/21 Bond series 2012A int	erest 2,025.00			331	47000	610	10100
	FREEP13A	12/16/21 Bond series 2013A pri	nci pal 25, 000. 00			602	43250	600	10100
	FREEP13A	12/16/21 Bond series 2013A pri	nci pal 15, 000. 00			601	43225	600	10100
	FREEP13A	12/16/21 Bond series 2013A int	erest 600.00			602	43250	610	10100
	FREEP13A	12/16/21 Bond series 2013A int	erest 2, 995.00			601	43225	610	10100
	FREEP13A	12/16/21 Bond series 2013A age	nt fee 495.00*			326	47000	620	10100
		Total for	Vendor: 226, 115.0	0					

For the Accounting Period: 1/22

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Report ID: AP100V

 $^{\star}$  ... Over spent expenditure

CI ai m/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	P0 #	Fund Or	g Acct	Object Proj	Cash Account
		*** Claim from	n another period (	 (12/21) ****					
4793		387 RAHNS OIL & PROPANE, INC	939. 03	3					
	60893	12/31/21 Fire dept fuel	47.00			225	42200	215	10100
	60893	12/31/21 Public Works fuel	892.03			101	43100	215	10100
		Total for Ver	ndor: 939.0	)3					
		*** Claim from	n another period (	(12/21) ****					
4794		437 STAR PUBLICATIONS LLC	240. 00	)					
	200505	12/22/21 Clerk-Treasurer hiring ad	120.00			101	41000	350	10100
	200505	12/29/21 Clerk-Treasurer hiring ad	120.00			101	41000	350	10100
		Total for Ver	ndor: 240.0	00					
4795		510 VERIZON WIRELESS	41. 22	2					
	989634	9540 01/01/22 Cell phone - Jan	41. 22			101	43100	320	10100
		Total for Ver	ndor: 41.2	22					
		*** Claim from	n another period (	(12/21) ****					
4796		525 XCEL ENERGY, INC	769. 23	3					
	760449	689 12/17/21 Water tower	11.53			601	43225	381	10100
	761984	919 01/03/22 Street lights	757. 70			101	43160	381	10100
		Total for Ver	ndor: 769.2	23					
		# of Claims	s 9 Total	: 229, 073. 00					

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CI ai m/	Check Vendor #/Na Invoice #/Inv Date/		Document \$/ Disc \$ Line \$	P0 #	Fund Or	g Acct	Object Proj	Cash Account
4797	777 ANDY GRIEVE		67. 31					
	01/11/22 Fire chiefs meetin	g meals	67. 31		225	42200	335	10100
		Total for Vende	or: 67.31					
		*** Claim from	another period (12/21) ****					
4798	751 CLTY OF FREEP	ORT	135. 31					
	01/05/22 Fire hall water us	age Oct-Dec	135. 31		225	42200	384	10100
		Total for Vend	or: 135.31					
		*** Claim from	another period (12/21) ****					
4799	123 DYMOKE LAW OF	FICE, P.A.	463. 50					
	01/03/22 Street vacation 6t	h St NW	37. 50		101	41000	302	10100
	01/03/22 Hansen nui sance		75. 00		101	41000	302	10100
	01/03/22 City council meeti	ng	125. 00		101	41000	302	10100
	01/03/22 Vacation recording	fee	46.00		101	41800	429	10100
	01/03/22 Nui sance process s	erving fee	60.00		101	41000	430	10100
	01/03/22 Nui sance personal	service fee	120. 00		101	41000	430	10100
		Total for Vend	or: 463.50					
		*** Claim from	another period (12/21) ****					
4800	752 EXPERT BILLIN	G LLC	135.00					
	9538 01/19/22 5 runs billed	- Dec	135. 00		225	42200	300	10100
		Total for Vend	or: 135.00					
		*** Claim from	another period (12/21) ****					
4801	155 FREEPORT FARM	CENTER, INC	23. 34					
	105927 12/22/21 Snowblower r	epai rs	23. 34		101	43100	220	10100
		Total for Vend	or: 23.34					
		*** Claim from	another period (12/21) ****					
4802	169 GALLS, LLC		83. 14					
	020032541 12/17/21 Uniform p	ieces - Beste	83. 14		225	42200	240	10100
		Total for Vend	or: 83.14					
4803	174 GOPHER STATE	ONE CALL, INC	50.00					
	2000402 01/31/22 2022 annual	operator fee	25.00		601	43225	300	10100
	2000402 01/31/22 2022 annual	operator fee	25.00		602	43250	300	10100
		Total for Vend	or: 50.00					

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Claim/	Check Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ on Line \$	Disc \$	PO #	Fund	Org Acct	Object Proj	Cash Account
	*** Clair	n from another period	(12/21) ****					
4804	199 HILTNER COMPANY, INC	150. 0	0					
	93553 12/05/21 Pull snow plow from di	tch 150.00			101	43100	401	10100
	Total fo	or Vendor: 150.	00					
	*** Clair	m from another period	(12/21) ****					
4805	602 HOMETOWN NEWS	118. 8	0					
	25447 12/30/21 Clerk-Treasurer hiring	ads 118.80			101	41000	350	10100
	Total fo	or Vendor: 118.	80					
	*** Clair	m from another period	(12/21) ****					
4806	820 INDEPENDENT TESTING	2, 540. 0	0					
	40420 12/15/21 Density tests & trip cl	narges 2, 540.00			420	43100	300	10100
	Total fo	or Vendor: 2,540.	00					
4807	603 INITIATIVE FOUNDATION	500.0	0					
	12344 12/01/21 2022 Donation	500.00			101	41000	430	10100
	Total fo	or Vendor: 500.	00					
	*** Clair	m from another period	(12/21) ****					
4808	219 JOANN TIMP	150. 0	0					
	12/31/21 3 cleanings (12/17-12/31/21)	150.00			101	41000	300	10100
4809	219 JOANN TIMP	100.0	0					
	01/14/22 2 cleanings (1/7-1/14/22)	100.00			101	41000	300	10100
	Total fo	or Vendor: 250.	00					
4810	248 LAKE REGION FIREFIGHTEI	RS ASSN 40.0	0					
	1108 12/22/21 2022 dues	40.00			225	42200	433	10100
	Total fo	or Vendor: 40.	00					
	*** Clair	m from another period	(12/21) ****					
4811	769 METRO SALES, INC	89. 8	7					
	INV1966539 01/14/22 Copier rental 12/	15/21-1/1 89.87			101	41000	410	10100
	Total fo	or Vendor: 89.	87					
4812	309 MINNESOTA LIFE INSURANO	CE CO 3.4	0					
	0023198 01/20/22 Goebel	1. 70			101	43000	131	10100
	0023198 01/20/22 Kemper	1. 70			101	41400	131	10100
	Total fo	or Vendor: 3.	40					

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CI ai m/	Check Vendor #/Nam Invoice #/Inv Date/D		Document \$/ Line \$	Disc \$	P0 #	Fund Or	rg Acct	Object Proj	Cash Account
4813	316 MINNESOTA STAT	E FIRE CHIEFS	220. 00	1					
	3370 12/16/21 2022 membership		220.00	_		225	42200	433	10100
		Total for Vend	lor: 220.0	00					
4814	654 MINNESOTA STAT	E FIRE DEPT	175. 00	1					
	01/01/22 2022 Membership due	es .	175.00			225	42200	433	10100
		Total for Vend	lor: 175.0	0					
4815	328 MN RURAL WATER	ASSOCIATION	250. 00	1					
	01/20/22 2022 MRWA Technical	Conference	125. 00			601	43225	330	10100
	01/20/22 2022 MRWA Technical	Conference	125.00			602	43250	330	10100
4816	328 MN RURAL WATER	ASSOCIATION	320. 00	)					
	11/30/21 2022-2023 Membershi	р	320.00			601	43225	433	10100
		Total for Vend	lor: 570.0	0					
4817	710 SAUK CENTRE FL	EET SUPPLY	12. 90	)					
	266120 01/12/22 Water sample	postage	12. 90			601	43225	200	10100
		Total for Vend	lor: 12.9	0					
		*** Claim from	another period (	12/21) ****					
4818	418 SEH, INC		6, 654. 90	)					
	419246 01/15/22 Field staff h	ours	6, 646. 50			420	43100	300	10100
	419246 01/15/22 Mileage		8.40			420	43100	300	10100
		Total for Vend	lor: 6, 654. 9	0					
		*** Claim from	another period (	12/21) ****					
4819	554 SWANY WHITE FL	OUR MILLS, LTD	1, 459. 65						
	12/31/21 TLF payment		1, 462. 59			265	46508	640	10100
	12/31/21 County TIF Admin Fe		-2.94			265	46508	640	10100
		Total for Vend							
			another period (						
4820		•		1					
	79852 12/31/21 BDS Online mon	•	75.00			101	41000	300	10100
		Total for Vend	lor: 75.0	0					

Claim Approval List Report ID: AP100V For the Accounting Period: 1/22

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Claim/	Check	Vendor #/Nam Invoice #/Inv Date/D		Document \$/ Line \$	Disc \$	P0 #	Fund Or	rg Acct	Object Proj	Cash Account
			*** Claim from	another period	 (12/21) ****					
4821		750 WASTE MANAGEME	NT, INC	159. 18	3					
	704896717	6 01/04/22 City hall	& maint shop	144.42			101	43100	383	10100
	704852717	6 01/04/22 Fire hall		14.76			225	42200	383	10100
			Total for Vend	or: 159. °	18					
			*** Claim from	another period	(12/21) ****					
4822		525 XCEL ENERGY, I	NC	2, 544. 38	3					
	762167443	01/04/22 302188142		221.77			601	43225	381	10100
	762167443	01/04/22 302252262		102. 99			101	43160	381	10100
	762167443	01/04/22 302290398		408. 20			101	41000	381	10100
	762167443	01/04/22 302679657		134.36			101	43100	381	10100
	762167443	01/04/22 302700297		24. 99			602	43250	381	10100
	762167443	01/04/22 302947044		277.72			601	43225	381	10100
	762167443	01/04/22 303193187		37.86			602	43250	381	10100
	762167443	01/04/22 303616049		226. 92			225	42200	381	10100
	762167443	01/04/22 303936749		59. 01			101	43160	381	10100
	762167443	01/04/22 303956738		599. 82			101	43160	381	10100
	762167443	01/04/22 303963984		364.24			101	43160	381	10100
	762167443	01/04/22 303985901		45. 68			101	43160	381	10100
	762167443	01/04/22 304083816		13. 29			101	43160	381	10100
	762167443	01/04/22 304098414		27. 53			602	43250	381	10100
			Total for Vend	or: 2,544.3	38					
			# of Claims	26 Total	: 16, 520. 68					

# FREEPORT ALL CALLS

City	Date_Received	Call #	Description	Actual_Incid_Location
FREEPORT	12/03/2021 10:28:50	21107668	ACCIDENT	
FREEPORT	12/31/2021 12:42:51	21115777	ACCIDENT	
FREEPORT	12/23/2021 19:42:37	21113849	AGENCY ASSIST	
FREEPORT	12/05/2021 03:08:20	21108248	AGENCY ASSIST	
FREEPORT	12/17/2021 18:43:21	21112130	ALCOHOL COMPLIANCE CHE	
FREEPORT	12/17/2021 18:45:18	21112132	ALCOHOL COMPLIANCE CHE	
FREEPORT	12/11/2021 20:24:06	21110282	CALL CREATED IN ERROR	
FREEPORT	12/08/2021 01:06:26	21109005	CITIZEN CONTACT	
FREEPORT	12/08/2021 09:39:50	21109082	COUNTERFEITING	
FREEPORT	12/07/2021 02:09:55	21108698	DOOR CHECK(S)	
FREEPORT	12/17/2021 17:16:26	21112096	DRIVING COMPLAINT	
FREEPORT	12/19/2021 01:38:06	21112551	DRIVING COMPLAINT	
FREEPORT	12/23/2021 19:39:24	21113848	FALSE ALARM	
FREEPORT	12/26/2021 09:30:06	21114369	JUVENILE/PROBLEM WITH	
FREEPORT	12/14/2021 21:48:58	21111207	LIGHTS ON PROGRAM	
FREEPORT	12/11/2021 20:25:53	21110283	MATTER OF INFORMATION	
FREEPORT	12/17/2021 10:58:13	21111974	MEDICAL EMERGENCY	
FREEPORT	12/06/2021 09:12:50	21108484	PAPER SERVICE	
FREEPORT	12/20/2021 18:03:46	21112950	PAPER SERVICE	
FREEPORT	12/31/2021 15:26:07	21115808	PERSONAL ASSIST	
FREEPORT	12/22/2021 05:22:22	21113390	STALLED VEHICLE	
FREEPORT	12/01/2021 04:41:33	21106963	SUSPICIOUS VEHICLE	
FREEPORT	12/08/2021 17:08:25	21109243	SUSPICIOUS VEHICLE	
FREEPORT	12/02/2021 21:25:31	21107540	TRAFFIC STOP	
FREEPORT	12/11/2021 15:39:00	21110229	TRAINING ONLINE	
FREEPORT	12/12/2021 12:20:08	21110451	TRAINING ONLINE	
FREEPORT	12/19/2021 12:02:11	21112605	TRAINING ONLINE	
FREEPORT	12/22/2021 13:13:40	21113480	TRAINING ONLINE	
FREEPORT	12/23/2021 09:13:08	21113698	TRAINING ONLINE	

#### **LG220 Application for Exempt Permit**

Page 1 of 2

An exempt permit may be issued to a nonprofit organization that:

- · conducts lawful gambling on five or fewer days, and
- · awards less than \$50,000 in prizes during a calendar

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

#### Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

your country by calling 651-559-1900.
ORGANIZATION INFORMATION
Organization Free Port Family Fishing Previous Gambling X-9318-21-009  Minnesota Tax ID Number, if any:
Mailing Address: 32001 CoRd 17
City: Melvose State: MN Zip: 56352 County: Steams  Name of Chief Executive Officer (CEO): Rick Hoeschen
Name of Chief Executive Officer (CEO): Rick Hoeschen
CEO Daytime Phone: 320-248-0789 CEO Email: rd+913@mel+el.net
(permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO):
NONPROFIT STATUS
Type of Nonprofit Organization (check one):  Fraternal Religious Veterans Other Nonprofit Organization
Attach a copy of one of the following showing proof of nonprofit status:
(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)
A current calendar year Certificate of Good Standing  Don't have a copy? Obtain this certificate from:  MN Secretary of State, Business Services Division 60 Empire Drive, Suite 100 St. Paul, MN 55103  IRS income tax exemption (501(c)) letter in your organization's name Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.  IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization, attach copies of both of the following:  1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and 2. the charter or letter from your parent organization recognizing your organization as a subordinate.
GAMBLING PREMISES INFORMATION
Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):  Physical Address (do not use P.O. box): 123 Uain St
Check one:  City: Freeport zip: 56331 County: Steams
Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing):
Check each type of gambling activity that your organization will conduct:
Bingo Paddlewheels Pull-Tabs Tipboards Raffle
Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under the List of Licenses tab, or call 651-539-1900.

#### **LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit

- organization that:
  conducts lawful gambling on five or fewer days, and
  - awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

#### Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

your county by calling 651-539-1900.
ORGANIZATION INFORMATION
Organization Sacred Heart Church Freepart Previous Gambling X-73011
Minnesota Tax ID 8570263 Federal Employer ID Number, if any: 410790156
Mailing Address: 106 3rd Aue NE PO BOX 155
City: Freeport State: MN zip: 56331 County: Steams
Name of Chief Executive Officer (CEO): tather Daniel Walz
CEO Daytime Phone: 370-836-2143 CEO Email: Triparish @ Albanytel. (permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO):
NONPROFIT STATUS
Type of Nonprofit Organization (check one):  Fraternal Religious Veterans Other Nonprofit Organization
Attach a copy of one of the following showing proof of nonprofit status:
(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)
A current calendar year Certificate of Good Standing  Don't have a copy? Obtain this certificate from:  MN Secretary of State, Business Services Division 60 Empire Drive, Suite 100 St. Paul, MN 55103  IRS income tax exemption (501(c)) letter in your organization's name Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.  IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization, attach copies of both of the following:
<ol> <li>IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and</li> <li>the charter or letter from your parent organization recognizing your organization as a subordinate.</li> </ol>
GAMBLING PREMISES INFORMATION
Name of premises where the gambling event will be conducted Sacred Heart Church  (for raffles, list the site where the drawing will take place):
Physical Address (do not use P.O. box): 106 3rd Ave NE
Check one: Freeport zip: 56331 county: Stearns
Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing):
Check each type of gambling activity that your organization will conduct:
Bingo Paddlewheels Pull-Tabs Tipboards Raffle
<b>Gambling equipment</b> for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to <b>www.mn.gov/gcb</b> and click on <b>Distributors</b> under the <b>List of Licensees</b> tab, or call 651-539-1900.  Page 13 of 53



Minnesota Department of Public Safety Alcohol and Gambling Enforcement Division 445 Minnesota Street, Suite 1600, St. Paul, MN 55101 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

# APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date orga	nized Tax	exempt number
Socred Heart Church		E	521269
Address	City	State	Zip Code
106 3rd AUR NE	Freeport	MN	56331
Name of person making application	Business	phone Ho	ome phone
Seana Middendorf	320-3	33-5312 3	20-836-7068
Date(s) of event	Type of organization	☐ Microdistillery	Small Brewer
July 10, 2022	☐ Club ☐ Charital	ole 🛛 Religious 🗀	Other non-profit
Organization officer's name	City	State	Zip Code
Fr. Daniel Walz	Freeport	MN	56331
Organization officer's name	City	State	Zip Code
		MN	
Organization officer's name	City	State	Zip Code
		MN	
If the applicant will carry liquor liability insurance please	e provide the carrier's name and am	nount of coverage.	
APPLICATION MUST BE APPROVED BY CITY OF			CEMENT
City of Freenart City or County approving the license	1-20-2	Date Approve	1
25,00	7-10-2		
Fee Amount  Date Fee Paid	cityfrpt	Permit Date	el. com
Date ree Paid  Date ree Paid	(320) 8	36 - 2112 ity or County Phone	
Signature City Clerk or County Official		of City Clerk or Count	y Official
CLERKS NOTICE: Submit this form to Alco			

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

## Memo

From: Joan Wall, Interim Clerk-Treasurer

To: Freeport City Council

Date: 1/20/2022

Re: Clerk-Treasurer Report

- 1. The City's annual audit with Schlenner Wenner is scheduled for the week of March 28. The auditors and I will communicate remotely instead of them being here in person, as that has worked well the last couple of years.
- 2. City hall will be closed Monday, February 21, 2022 in observance of Presidents' Day.
- 3. We have received several applications for Clerk-Treasurer. I will be sending information to council members to begin reviewing. We should discuss scheduling a special meeting for council to begin making decisions.

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Squares Page 16 of 53	(/	F

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Freeport Farm Center
PO Box 128 \* Freeport, MN 56331
Phone: (320) 836-2171
Fax: (320) 836-7135



NAME City of Freeport	ATE /-/9-2033_ QUOTE VALID I	FOR	DAYS
ADDRESS	JSTOMER HONE NO		
CITY STATE ZIP Freeport, MN. 56331			
DESCRIPTION		PRI	ICE
Massey Ferguson JC/125 m	) TRactor		
4 WHELL DRIVE			
HryDRO Transmission & R	ange 5		
B. 4 INDustrial TIRE	æ'		
		Simple Con-	
3 POINT HUTCH			
Rear a MID Pto.			
	year Warranty 1	3,150	<u>00.</u>
- A. Ful	SYRS 34R Power PRAIN	100	
Massey 2360 50 2 Stage			
MYD SPOUT ROTATION			<i></i>
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	TOTAL	1883	00.
Page i	18 of 53		

#### **Freeport Farm Center**

PO Box 128 \* Freeport, MN 56331 Phone: (320) 836-2171 Fax: (320) 836-7135



CUSTOMER DATE QUOTE VALID FOR \_\_\_\_\_ DAYS NAME CUSTOMER **ADDRESS** PHONE NO CITY STATE ZIP **DESCRIPTION PRICE** IMF GC1925PR Atia Call 6312 00 DISC BID 300 200 00 TRADE-IN TRADE ALLOWANCE TOTAL



FREEPORT OFFICE P.O. BOX 40 FREEPORT, MN 56334 Skip Virchow, General Foreman Phone (320) 836-2288 Fax (320) 836-2266 www.carrstreeservice.com









Estimate Date: 1/20/22 Estimator: J		or: Jason Stueve	Jason Stueve Estimator Phone: (320) 98		980-3105		
Customer Name: City of Freeport			Attn	Attn: Loren Goebel			
Customer Addr	ess:	P.O. Box 30 Street	1 Freeport City	MN State	56331 Zip	Stearns County	
Residence Phone Number:			Number:	17.5	577.77		
		(320) 828-7166					
Estimate Notes:	Brush	mow around the po	nd by industrial drive				
		Sprinkler System	If yes, location has been ma	rked Ye	s	No	
		Septic System	If yes, location has been ma	rked Ye	s	No	
		Well	If yes, location has been ma	rked Ye	s	No	
		Okay to drive on law	n	Ye	s	No	
		Okay to drive on driv	eway	Ye	s	No	
		Yard Clean Up		Ye	s	No	
		Remove Logs	Leave Logs		igth		
		Remove Brush	Leave Brush	Mo	w Brush		
		Remove Chips	Leave Chips				
		Grind Stumps  Locate	Remove Stumpage Locate #		ive Stumpage		
REQUIRED E	ed up le	t me know if this is a	Dump Trailer Large Chainsaw Large Stump Grinder	Mower Pads Pole Saw	□ Portab	le Bucket Stump Grinder	
		EMPLOYEE LIST	(FOREMAN)	HOURS WO			
BILL CUS	STOMER	сомрі	ETION DATE:	тота	L HOURS:	3	
ESTIMATE: <u>\$2,000.00</u>		TAX:	TOTAL: \$2,000.00				
CUSTOMER S	SIGNATI	JRE:		DATE:			
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			Customer		oor Knocker		
THE A	pice were						



#### **MEMORANDUM**

TO: Freeport City Council

FROM: Dave Blommel, PE (Lic. MN)

DATE: January 18, 2022

RE: Council Update

SEH No. FREEP GEN 14.00

#### **Project Update**

We have been working on documentation for USDA regarding American Iron and Steel requirements. The process includes photo documentation of iron and steel components and associated tracking with the Contractor to confirm the supplier's products did indeed meet the American Iron and Steel requirements as listed in the specifications. We hope to have the virtual audit completed in the next few weeks.

#### County Road 11 Bridge

MnDOT staff requested further information regarding the bridge improvements on County Road 11. The primary questions were related to the City's desire to have pedestrian facilities on the bridge.

#### Option 1

A smaller sidewalk (similar to the current width) to serve walkers. Bicycles would be given a slightly wider shoulder to use on each side of the roadway.

#### Option 2

A wider multi-use "trail" on the east side of the bridge to serve both pedestrians and bicyclists.

Given the recreational nature of the bicycle use (not commuter use) MnDOT recommended the shared wider trail on one side of the roadway.

#### 7th Street SE

I have attached the engineering contract for the work on 7<sup>th</sup> Street SE. We have begun work under the existing contract, but will move the time to this agreement. Costs associated with this agreement were included in both the feasibility study and presented as part of the total project cost during the public improvement hearing.

#### dwb/mrb Attachment

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#### Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Freeport, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2016, this Supplemental Letter Agreement dated January 25, 2022 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2022 7**<sup>th</sup> **Street SE Improvements.** 

Client's Auth	orized Representative:	Joan Wall		
Address:	125 Main Street East			
	Freeport, MN 56331			
Telephone:	320.836.2112	email:	joan@freeportmn.org	
Project Mana	ger: <u>Dave Blommel</u>			
Address:	2351 Connecticut Avenue,	Suite 300		
	Sartell, MN 56377-2485			
Telephone:	320.229.4349	email:	dblommel@sehinc.com	

**Scope:** The Basic Services to be provided by Consultant:

#### Task 1 - Design and Bidding

- Topographic Survey
- Final Design
  - o Plan and profile sheets
  - Details
  - Typical sections
- Permitting
- Specifications
- Bidding services
  - Hosting Bid on SEH Quest CDN page
  - o Answer bidder questions
  - Attend virtual bid opening
  - Prepare tabulation of bids
  - o Provide recommendations regarding bids

#### Task 2 – Construction Administration

- Coordinate Contract Coordination
- Coordinate project closeout paperwork with contractor (IC 134, Lien Waivers, Consent of surety to final payment)
- Manage day to day construction
- Facilitate contractor pay applications (2 assumed)
- Facilitate Final Assessment Hearing

#### Task 3 – RPR and Construction Staking

- Provide full time construction observation for 2 weeks estimated construction (100 hours assumed)
- Provide staking for roadway including centerline offset stakes and driveway limits.

#### **Resident Project Representative Services:**

RPR services will be provided in accordance with attached Exhibit B.

#### Schedule:

Council Authorize Contract	January 25, 2022
Council Authorize advertisement for bids	February 22, 2022
Council Consider award of contract	March 29, 2022

#### Payment:

Task 1 – Lump Sum Fee of \$12,800 including expenses

Task 2 – Lump Sum Fee of \$7,800 including expenses

Task 3 – Billed hourly, Fee estimated at \$16,000 including expenses

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-1 and A-2. Additional work, if required, shall be compensated in accordance with our standard rates.

**Other Terms and Conditions**: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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Short	Elliott Hendrickson Inc.	City of Freeport, Minnesota		
By:	David Blow	By:		
	David Blommel			
Title:	Client Service Manager	Title:		

#### Exhibit A-1

# to Supplemental Letter Agreement Between City of Freeport, Minnesota (Client) and

Short Elliott Hendrickson Inc. (Consultant)

Dated January 25, 2022

# Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

#### A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

#### **B.** Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

- 1. Transportation and travel expenses.
- Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
- 3. Lodging and meal expense connected with the Project.
- Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
- 5. Plots, Reports, plan and specification reproduction expenses.
- Postage, handling and delivery.
- 7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
- 8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
- 9. All taxes levied on professional services and on reimbursable expenses.
- 10. Other special expenses required in connection with the Project.
- 11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

#### C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

x:\fj\f\freep\common\\_council meeting\exhibit a1.docx

#### Exhibit A-2 to Supplemental Letter Agreement Between City of Freeport, Minnesota (Client) and Short Elliott Hendrickson Inc. (Consultant)

# Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

Dated January 25, 2022

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

#### A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

#### B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

- Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
- 2. Other special expenses required in connection with the Project.
- 3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

x:\fj\f\freep\common\\_council meeting\exhibit a2.docx

#### Exhibit B

to Supplemental Letter Agreement
Between City of Freeport, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 25, 2022

#### A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

#### A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

#### B. Duties and Responsibilities of RPR

- 1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
- Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 3. Liaison:
  - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
  - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
- 4. Shop Drawings and Samples\*:
  - (a) Record date of receipt of shop drawings and samples.
  - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
  - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
- Review of Work, Observations and Tests:
  - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

- Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
- (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
- 6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
- Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.

#### 8. Records:

- (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
- (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
- (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

#### 9. Reports:

- (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
- (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
- (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
- (d) Report immediately to Consultant and Client upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.

#### 12. Completion:

- (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
- (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
- (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

#### C. Limitations of Authority

Resident Project Representative:

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
- 2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
- 3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
- 4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
- 6. Shall not authorize Client to occupy the Project in whole or in part.
- 7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

x:\fj\f\freep\common\\_council meeting\exhibit b.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

January 19, 2022

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 December 15, 2021 through January 19, 2022, we have not given significant attention to any projects on behalf of the City of Freeport.

Respectfully submitted, Dymoke Law Office, P.A.

Scott C. Dymoke by Scott E. Dymoke

# Memo

From: Joan Wall, Interim Clerk-Treasurer

To: Freeport City Council

Date: 1/14/2022

Re: Building Inspector

The city received a letter of introduction from Jeff Howe with Code Consulting Professionals expressing interest in being Freeport's building inspector. The letter follows this memo.

Inspectron expressed their desire to keep Freeport's business and said Michael Friedrichs, who worked for Mark Harren, will continue to be our inspector.

#### Code Consulting Professionals, LLC 10251 County Road 47 St Cloud MN 56301 320-333-9208

This letter is to introduce ourselves and offer our services to your community. Code Consulting Professionals, LLC is a local service provider in the areas of Building, Fire, and Housing plan review and inspections.

Code Consulting Professionals, LLC has been providing services since 2007 and the personnel have over 40 years of inspection experience. We believe in customer service and hard work to ensure that expectations are properly conveyed for timely project delivery. We provide open communication between owners, contractors, and inspectors to ensure everyone is on the same page. We allow for 24-hour inspection scheduling to keep project interference at a minimum. We provide monthly and annual activity reports for review.

Code Consulting Professionals, LLC. offer jurisdictions the option of contracting for just building or adding fire and/or housing inspection services. Fees can be negotiated depending on the length of contract and City's fee schedule.

We look forward to hearing from you and discussing the possibility of establishing a relationship with you and your residents.

Jeff Howe

Certified Building Official

#BO002124

320-333-9208

codeconsultingproslle@gmail.com

## Memo

From: Joan Wall, Interim Clerk-Treasurer

To: Freeport City Council

Date: 1/14/2022

Re: Refuse Collection Request for Proposal

The request for proposal (RFP) has been sent to West Central Sanitation, Republic Services, Jeremy Borgmann (in the process of purchasing Tom's Refuse), and Waste Management (WM). I also informed WM that we would not be automatically renewing our contract. I contacted Opatz, but they are not currently interested in adding weekly garbage pickup.