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

April 26, 2022 - Regular Meeting Agenda
Freeport City Hall - 7:00 pm

Call to Order

I. Approve Agenda

II. Public Forum

III. Stearns County Assessors Equalization

IV. Consent Agenda
- a. Claims 4886-4924 (2-7)
- b. Sheriff's Report (8)
- c. Freeport Black Sox Gambling Permit (9)

V. Reports
- a. Clerk-Treasurer Report
  - i. Minutes for March will be submitted for approval in May.
  - ii. Quarterly Financial Report (this report is limited and show the general, water and sewer funds) (10)
- b. Fire Department Report
- c. Public Works Report (11-12)
- d. Engineer Report (13)
- e. Attorney Report (14)

VI. Old Business
- a. Building Inspector
  - i. Inspectron (15-23)
  - ii. Howe (24)
- b. Hire Clerk-Treasurer – interviews in process.

VII. New Business
- a. Resolution 2022-08 Liquor License Renewals (25)
- b. Abdo Financial Solutions Contract (26-69)

VIII. Adjourn

Next Regular Meeting: May 31, 2022

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
4886		15 ALBANY MUTUAL TELEPHONE	271.70								
	10460323	04/01/22 836-2411	43.16			225	42200		320		10100
	10460323	04/01/22 836-2413	40.58			225	42200		320		10100
	10461307	04/01/22 836-7158	54.30			101	41000		320		10100
	10463408	04/01/22 836-2685	21.76			601	43225		320		10100
	10463408	04/01/22 836-2685	21.77			602	43250		320		10100
	10460579	04/01/22 836-2112	90.13			101	41000		320		10100
		Total for Vendor:	271.70								
4887		70 CENTERPOINT ENERGY	824.41								
	6027191-3	03/23/22 City hall	106.92*			101	43100		382		10100
	11550500-0	03/23/22 Maint bldg	375.00*			101	43100		382		10100
	6023406-9	03/23/22 Fire hall	342.49			225	42200		382		10100
		Total for Vendor:	824.41								
4888		145 FINKEN WATER SOLUTIONS	23.00								
	1306845	04/01/22 Water softener rental	15.00			101	41000		410		10100
	1306846	04/01/22 Maint water cooler	8.00			101	43100		410		10100
		Total for Vendor:	23.00								
4889		76 MAGNIFI FINANCIAL	288.62								
		03/31/22 Utlility billing postage	60.00			601	43225		200		10100
		03/31/22 Utlility billing postage	60.00			602	43250		200		10100
		03/31/22 Amazon - FD supplies: gloves	22.45			225	42200		210		10100
		03/31/22 Stearns Co Beacon fee	1.00			101	41000		433		10100
		03/31/22 Amazon - FD supplies	65.22			225	42200		210		10100
		03/31/22 Amazon - FD dechoker	79.95			225	42200		210		10100
		Total for Vendor:	288.62								
4890		387 RAHNS OIL & PROPANE, INC	527.12								
	61225	03/31/22 Fire dept fuel	82.86			225	42200		215		10100
	61225	03/31/22 Public Works fuel	444.26			101	43100		215		10100
		Total for Vendor:	527.12								

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
4891		510 VERIZON WIRELESS	41.21								
	9903161260	04/01/22 Cell phone - Apr	41.21			101	43100		320		10100
		Total for Vendor:	41.21								
4892		750 WASTE MANAGEMENT, INC	159.18								
	7066259176	04/01/22 City hall	144.42			101	43100		383		10100
	7065847176	04/01/22 Fire hall	14.76			225	42200		383		10100
		Total for Vendor:	159.18								
4893		525 XCEL ENERGY, INC	3,787.03								
	772501235	03/22/22 Water tower	213.86			601	43225		381		10100
	774192741	04/04/22 Street lights	844.03			101	43160		381		10100
	774183396	04/04/22 302188142	290.83			601	43225		381		10100
	774183396	04/04/22 302252262	98.63			101	43160		381		10100
	774183396	04/04/22 302290398	444.47			101	41000		381		10100
	774183396	04/04/22 302679657	123.96			101	43100		381		10100
	774183396	04/04/22 302700297	27.49			602	43250		381		10100
	774183396	04/04/22 302947044	340.82			601	43225		381		10100
	774183396	04/04/22 303193187	43.84			602	43250		381		10100
	774183396	04/04/22 303616049	312.67			225	42200		381		10100
	774183396	04/04/22 303936749	59.18			101	43160		381		10100
	774183396	04/04/22 303956738	557.14			101	43160		381		10100
	774183396	04/04/22 303963984	337.88			101	43160		381		10100
	774183396	04/04/22 303985901	43.12			101	43160		381		10100
	774183396	04/04/22 304083816	15.11			101	43160		381		10100
	774183396	04/04/22 304098414	34.38			602	43250		381		10100
	774183396	04/04/22 Service quality credit	-0.38			101	43160		381		10100
		Total for Vendor:	3,787.03								
		# of Claims 8	Total:	5,922.27							

For Date Posted = 04/20/22, ALL CASH
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
4895		581 ALEX AIR APPARATUS, INC	279.81								
	INV-45683	04/12/22 WP Auto Eject (12V/240V), 1	279.81			225	42200		210		10100
		Total for Vendor:	279.81								
4896		777 ANDY GRIEVE	66.00								
	04/12/22	Stearns chief meeting meals	51.00			225	42200		335		10100
	04/12/22	2022 Dues	15.00			225	42200		433		10100
		Total for Vendor:	66.00								
4897		643 BACKWATER, INC	64.95								
	4849	04/05/22 Interstate SP 40 Battery	64.95			225	42200		210		10100
		Total for Vendor:	64.95								
4898		717 CARR'S TREE SERVICE, INC	2,000.00								
	22171SC	03/22/22 Brush mow Industrial Drive	2,000.00			101	43100		311		10100
		Total for Vendor:	2,000.00								
4905		71 CENTRACARE HEALTH	17.25								
	2500710092	04/04/22 Urinalysis -3 fire fighter	17.25			225	42200		333		10100
		Total for Vendor:	17.25								
4899		751 CITY OF FREEPORT	143.35								
	QTR 1 2022	04/13/22 Jan-Mar 2022 water usage	143.35			225	42200		384		10100
		Total for Vendor:	143.35								
4900		123 DYMOKE LAW OFFICE, P.A.	520.00								
	MARCH2022	04/01/22 Joint powers agreement	65.00			101	41000		302		10100
	MARCH2022	04/01/22 Zoning	65.00			101	41000		302		10100
	MARCH2022	04/01/22 Joint EDA/Council Meeting	65.00			101	41000		302		10100
	MARCH2022	04/01/22 Council Meeting	130.00			101	41000		302		10100
	MARCH2022	04/01/22 Beutz Property	130.00			101	41000		302		10100
	MARCH2022	04/01/22 Joint EDA/Council Meeting	65.00			300	46500		302		10100
		Total for Vendor:	520.00								

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Claim/ Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
4901	155 FREEPORT FARM CENTER, INC	100.70								
	106172 04/08/22 Street Sweeper Maintenance	100.70			101	43100		401		10100
	Total for Vendor:	100.70								
4902	157 FREEPORT FIRE DEPT RELIEF ASSOC	2,215.28								
	MARCH 2022 03/01/22 Local Fire Department Hors	2,215.28*			225	42200		430		10100
	Total for Vendor:	2,215.28								
4903	669 FREEPORT SCREEN PRINTING, INC	59.25								
	21542 03/28/22 Clothing for Loren	59.25			101	43000		240		10100
	Total for Vendor:	59.25								
4907	174 GOPHER STATE ONE CALL, INC	2.70								
	2030402 03/31/22 Email Tickets	1.35			601	43225		300		10100
	2030402 03/31/22 Email Tickets	1.35			602	43250		300		10100
	Total for Vendor:	2.70								
4906	179 GRANITE ELECTRONICS, INC	944.00								
	1500112442 03/31/22 2 pagers	944.00			225	42200		245		10100
	Total for Vendor:	944.00								
4908	184 HACH COMPANY	74.34								
	12940438 03/22/22 DPD TOT Chlorine Accuvac	74.34*			601	43225		210		10100
	Total for Vendor:	74.34								
4909	187 HAWKINS, INC	2,439.28								
	6148267 03/24/22 Chlorine	260.61			601	43225		440		10100
	6148267 03/24/22 Fuel Surchage	29.50			601	43225		440		10100
	6148267 03/24/22 Freight Charge	25.00			601	43225		440		10100
	6148267 03/24/22 Hydrofluosilicic Acid	315.90			601	43225		440		10100
	6148267 03/24/22 LPC-4	1,808.27			601	43225		440		10100
	Total for Vendor:	2,439.28								

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
4910	820	INDEPENDENT TESTING	2,000.00								
	40618 04/15/22	Project Coordination	100.00			420	43100		300		10100
	40618 04/15/22	Drill Rig and Crew	300.00			420	43100		300		10100
	40618 04/15/22	SPT Borings	1,000.00			420	43100		300		10100
	40618 04/15/22	Analysis and Report	600.00			420	43100		300		10100
		Total for Vendor:	2,000.00								
4912	826	INSPECTRON INC	268.60								
	2022-283 04/12/22	Plan Review and Inspection Q	268.60			101	42050		310		10100
		Total for Vendor:	268.60								
4913	219	JOANN TIMP	200.00								
	APRIL 22 04/15/22	April Cleaning	200.00			101	41000		300		10100
		Total for Vendor:	200.00								
4915	827	METERING & TECHNOLOGY SOLUTIONS	1,878.90								
	22751 04/13/22	Meter, wiring, and bolts	1,878.90*			601	43225		210		10100
		Total for Vendor:	1,878.90								
4916	769	METRO SALES, INC	89.87								
	INV2025845 04/13/22	03/15/22-04/14/22	89.87			101	41000		410		10100
		Total for Vendor:	89.87								
4917	655	MPCA	345.00								
	1000014066 04/05/22	Water Permit Annual Fees	345.00			602	43250		431		10100
		Total for Vendor:	345.00								
4918	387	RAHNS OIL & PROPANE, INC	152.51								
	1015098 03/18/22	Fuel	152.51			101	43100		215		10100
		Total for Vendor:	152.51								
4919	794	RANDY R SCHREIFELS	262.28								
	50134776 04/20/22	25.15007.0005	10.65			101	43100		430		10100
	50134775 04/20/22	25.15007.0010	10.45			101	43100		430		10100
	50134767 04/20/22	25.15072.0005	10.61			101	43100		430		10100
	50134766 04/20/22	25.15072.0010	10.48			101	43100		430		10100

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
	50134764	04/20/22 25.15072.0020	10.25			101	43100		430		10100
	50133702	04/20/22 54.32079.0004	10.22			101	43100		430		10100
	50135462	04/20/22 54.32079.0020	10.36			101	43100		430		10100
	50135460	04/20/22 54.32079.0025	10.27			101	43100		430		10100
	50135459	04/20/22 54.32109.0000	10.24*			225	42200		430		10100
	50136239	04/20/22 54.32129.0067	10.26			300	46500		430		10100
	50136238	04/20/22 54.32129.0068	10.27			300	46500		430		10100
	50136237	04/20/22 54.32129.0069	10.30			300	46500		430		10100
	50136236	04/20/22 54.32129.0072	10.27			300	46500		430		10100
	50136235	04/20/22 54.32129.0073	10.22			300	46500		430		10100
	50136234	04/20/22 54.32129.0080	10.29			300	46500		430		10100
	50136269	04/20/22 54.32129.0081	10.21			300	46500		430		10100
	50136270	04/20/22 54.32129.0084	10.31			300	46500		430		10100
	50136455	04/20/22 54.32129.0089	10.21			300	46500		430		10100
	50136506	04/20/22 54.32129.0092	10.23			300	46500		430		10100
	50134172	04/20/22 54.32129.0110	10.28			101	43100		430		10100
	50133701	04/20/22 54.32144.0000	10.23			101	43100		430		10100
	50136166	04/20/22 54.32269.0188	10.26			101	43100		430		10100
	50136367	04/20/22 54.32269.0211	35.41			300	46500		430		10100
		Total for Vendor:	262.28								
4920		710 SAUK CENTRE FLEET SUPPLY	12.90								
	1454A	04/04/22 Water Sample Postage	12.90			601	43225		200		10100
		Total for Vendor:	12.90								
4921		413 SCHLENNER WENNER & CO	9,000.00								
	286134	03/31/22 2021 Audit	9,000.00			101	41500		301		10100
		Total for Vendor:	9,000.00								
4922		418 SEH, INC	228.48								
	423127	04/15/22 General Engineering	228.48			420	43100		300		10100
		Total for Vendor:	228.48								
4923		809 VALLI INFORMATION SYSTEMS, INC	75.00								
	81360	03/31/22 Online Monthly Maintenance	75.00			101	41000		300		10100
		Total for Vendor:	75.00								

For Date Posted = 04/20/22, ALL CASH
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Claim/ Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
4924	516 WEBER PRINTING	129.00								
24112	04/14/22 #10 Regular Envelopes PMS Refl	129.00			101	41000		210		10100
	Total for Vendor:	129.00								
	# of Claims 27	Total:	23,569.45							

FREEPORT ALL CALLS

City	Date_Received	Call #	Description	Actual_Incid_Location
FREEPORT	03/12/2022 07:59:42	22019349	ACCIDENT	
FREEPORT	03/28/2022 11:34:50	22024011	BUSINESS ASSIST	
FREEPORT	03/17/2022 00:45:02	22020821	CITIZEN CONTACT	
FREEPORT	03/28/2022 14:04:53	22024060	DRIVING COMPLAINT	
FREEPORT	03/07/2022 19:29:11	22018125	FALSE ALARM	
FREEPORT	03/17/2022 13:51:36	22020990	FRAUD	
FREEPORT	03/12/2022 04:04:19	22019327	GUNSHOTS FIRED/HEARD	
FREEPORT	03/20/2022 21:39:44	22021933	MOTORIST ASSIST	
FREEPORT	03/24/2022 21:30:13	22023187	MOTORIST ASSIST	
FREEPORT	03/04/2022 07:13:42	22017158	OFP VIOLATION	
FREEPORT	03/30/2022 11:46:09	22024589	REPORT WRITING	
FREEPORT	03/23/2022 13:14:51	22022720	SUSPICIOUS ACTIVITY	
FREEPORT	03/11/2022 16:22:43	22019210	SUSPICIOUS ACTIVITY	
FREEPORT	03/10/2022 05:10:28	22018790	SUSPICIOUS VEHICLE	
FREEPORT	03/04/2022 06:32:56	22017149	TRAFFIC STOP	
FREEPORT	03/13/2022 16:48:13	22019754	TRAFFIC STOP	
FREEPORT	03/30/2022 12:03:21	22024595	WARRANT	

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.

ORGANIZATION INFORMATION

Organization Name: Freeport Black Sox

Previous Gambling Permit Number: X-92844-21-008

Minnesota Tax ID Number, if any: 20-5103023

Federal Employer ID Number (FEIN), if any:

Mailing Address: 333 Alex Moore St.

City: Sauk Centre State: MN Zip: 56378 County: Stearns

Name of Chief Executive Officer (CEO): Robert H. Mettenburg

CEO Daytime Phone: (320) 293-2636 CEO Email: rcmettenburg@gmail.com

(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

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☐ **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): Black Sox Park

Physical Address (do not use P.O. box): 1000 1st Ave. S.

Check one:

☑ City: Freeport Zip: 56331 County: Stearns

☐ Township: Zip: County:

Date(s) of activity (for raffles, indicate the date of the drawing): June 18, 2022

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 Licensees*** tab, or call 651-539-1900.

Job Duty	Date	Initial
Well, tower, pond checks	SAT 4/2/22	
Well, tower, pond checks	SUN 4/3/22	
Well, tower, lift station, pond checks, water samples, quarterly Bacti sampling, Floride sampling, Nitrate - Nitrite sampling & WQP sampling	MON 4/4/22	
Well, tower, pond checks, swept streets & Fixed sweeper	TUE 4/5/22	
Well, tower, pond checks, clean at Well houses Fixed sensor on chemical room door, MDH was here to do sampling.	Wed 4/6/22	
Alarm, Well, tower, lift station, pond checks, water sampling, garbages, put safety Data sheet up. Lift 2 #2 Alarm pump 1 kicked out talked with Tri state adjusted start up amp level. -	THUR 4/7/22	
Well, tower, pond checks, talked with Kurt H Rural waters about wells, city reports, ph calibration, water usage, pulled weeds at ponds	FRI 4/8/22	
Well, tower, pond checks	SAT 4/9/22	
Well, tower, pond checks, Flow station alarm check	SUN 4/10/22	
Well, tower, lift station, pond checks, water sampling, compressor kicked out at New Tower, pulled weeds at ponds, Flushed hydrants pump out non draining hydrants -	MON 4/11/22	
Well, tower, pond checks, compressor at New Tower not working Flow station & New tower scada not reading. - greased, ordered sweeper parts -	TUE 4/12/22	
Well, tower, pond checks, MDH came to do water samply at wells & went over some records -, garbages greased & change out inserts on tractor, went thru Manvel on sweeper, Fixed street sign	Wed 4/13/22	
Well, tower, lift station, pond checks, water samples, painted pipes at Well houses	THUR 4/14/22	
Well, tower, pond checks, spread pile by carrs', computer reports city hall, softner salt, water reading at residence "sale of House"	FRI 4/15/22	
Well, tower, pond checks	SAT 4/16/22	
Well, tower, pond checks	SUN 4/17/22	
Well, tower, lift station, pond checks, water samples, replaced lights at City Hall, Fixed light, reports, water reading at residents "Sale of house",	MON 4/18/22	
Well, tower, pond checks, well house clean C-4 hoses, shop maint on ton truck, HUNTER Put together, water usage & Hazard analisit reports to File, went thru reports at City Hall with Deb to get Filed. - council -	TUE 4/19/22	

Job Duty	Date	Initial
Well, tower, pond checks, storm drains by Fuechmans, + alley shop maint.	TUE 3/15/22	KJ
Well, tower, pond checks, garbages, storm drain by Fuechmans - alley is open, put lights up outside by Ficehall. -	Wed 3/16/22 "	KJ
Well, tower, lift station, pond checks, water samples, worked on hydrant that was Frozen. -	Thur 3/17/22 "	KJ
Well, tower, pond checks, Flushed hydrants -	FRI 3/18/22	KJ
Well, tower, pond checks	SAT 3/19/22	KJ
Well, tower, pond checks.	SUN 3/20/22	KJ
Well, tower, Lift station, pond checks, water samples, put sand in sand shed, curb stop by Haeselen Auto, shop cleanup, changed light on 2nd Ave SE off 10th St. -	MON 3/21/22 " "	KJ
Well, tower, pond checks, Filed ~~return~~ reports, Ammonia samples at Well houses, pumped out Flushed hydrants, met w/ Rural water met w/ Lou & Mel Bel to set up time to replace meter & Flush. -	TUE 3/22/22 " "	KJ
——— council packet ———		KJ
Well, tower, pond checks, hinneker on truck, pushed snow shop maint on sweeper. garbages	Wed 3/23/22 "	KJ
Well, tower, Lift station, pond checks, water samples, worked valve + cleaned meter at Mel Bel & Lou's, Lowered Flags "half staff", Hawkin chemical at Well houses, Fixed gate valve cover & extension by 4 way stop. -	Thur 3/24/22 "	KJ
Well, tower, Lift station, pond checks, water samples, pump #1 on Lift #2 reset., Girl scout sign leaning now laying Flat on grass, cone in industrial on manholes	FRI 3/25/22 "	KJ
Well, tower, pond checks	SAT 3/26/22	KJ
Well, tower, pond checks, resident backed up sewer (checked main line good)	SUN 3/27/22	KJ
Well, tower, Lift station, pond checks, water samples, pushed brush pile together, gopher call, went thru safety data sheets, cleaned chlorine line at Tower well, greased. -	MON 3/28/22 " "	KJ
Well, tower, pond checks, talked w/ Dave 3rd st & 4th Ave SE Fix Influent reports, cleaned Flow station - council meeting	TUE 3/29/22 "	KJ
Well, tower, pond checks, shop maint., checked manholes on Industrial, Worked with prefered control to see what the issue is at Tower well not always running when creamery well is set up time For them to come out Fix part we believe is bad. talked with rural water. - sludge testing.	Wed 3/30/22 " " " "	KJ
Well, tower, Lift station, pond checks, water samples, water meter readings, water samples For quarter. garbages	Thur 3/31/22 "	KJ
Well, tower, pond checks, ammonia sampling, reports For month MPCA & MDH -	FRI 4/1/22 "	KJ

Building a Better World for All of Us®

MEMORANDUM

TO: Freeport City Council

FROM: Dave Blommel, PE (Lic. MN)

DATE: April 21, 2022

RE: Council Update
SEH No. FREEP GEN 14.00

7th and 8th Street

The project has been advertised and is receiving attention from the anticipated contractors, plus a few more. We will be opening bids electronically on Thursday, April 28th at 2:00 PM. If you would like a link to attend the virtual bid opening let me know and I will email it to you.

Welle Final Addition

We have begun the design effort on the project and completed the updated topographic survey. The EDA has considered a few moderate changes to the lot sizes and that will need to be finalized soon so the platting exercise can begin. A final plat often takes several months of reviews prior to approval so we will need to have a final decision in May.

New EPA watermain lead rules

Loren and I have briefly discussed the new lead standards as it relates to service lines. Freeport does have at least 1 known lead service line, but it is in a home that is currently vacant. The rules are a moving target at this point, with nothing formal in place. Some states have developed draft rules, but neither Minnesota Department of Health, or the federal EPA rules are ready to go. We will keep you updated.

dwb/mrb
Enclosures

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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

April 21, 2022

Mike Eveslage
City of Freeport
125 Main Street East
Freeport, MN 56331

BY ELECTRONIC MAIL

Re: Monthly Legal Report

Dear Mayor Eveslage:

During the period from March 23, 2022 through April 21, 2022, we have given significant attention to the following projects on behalf of the City of Freeport.

- **Beutz Property.** Reviewed applicable statues and ordinances for remedying hazardous buildings and nuisance properties. Reviewed applicable ordinances regarding animal control in the City of Freeport.

Respectfully submitted,
Dymoke Law Office, P.A.

Scott E. Dymoke
by Scott E. Dymoke

BUILDING INSPECTION SERVICES CONTRACT

This agreement is entered into this 4th day of March, 2022 by and between Inspectron Inc., a Minnesota corporation with its principle place of business located 15120 Chippendale Ave., Suite 202 Rosemount, MN 55068 hereinafter "Inspectron" and City of Freeport, MN a Statutory Minnesota jurisdiction, with its principle offices located at (address) (hereinafter "City").

WHEREAS, the [City] has enacted the Minnesota Building Code (the "Code");

WHEREAS, the [City] requires building inspection services to ensure compliance with the Code;

WHEREAS, Inspectron and or its employees are licensed to provide such inspection services;

WHEREAS, the [City] desires to enter into an agreement for the purchase of building inspection services with Inspectron; and

WHEREAS, Inspectron desires to provide such services to the [City].

NOW THEREFORE, upon adequate consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Inspection Services. During the term of this agreement, Inspectron agrees to perform the following services:

a. Providing Building Code inspections as required by Minnesota Statutes and local ordinance;
b. Providing re-inspections as required;
c. Issuing occupancy permits upon final completion of the structure.
d. Review of building plans for compliance with building code requirements.
e. Other responsibilities as outlined in proposal March 4, 2022 (attached as Exhibit A)

City agrees to provide Inspectron with access to pertinent information, records, systems and data, as determined necessary in the discretion of Inspectron. The City shall provide all required forms. Inspectron shall assist in the responsibilities of administration and enforcement of its zoning ordinance, initiating and confirming all building permits for final zoning approval and land use. City shall hold Inspectron harmless and indemnify Inspectron from any and all claims that arises or may arise from zoning, land use, ordinances or incomplete or incorrect information on the permit application. Such indemnification and hold harmless shall specifically include damages, claims, costs and reasonable attorney fees.

Inspectron shall perform the services under this contract at such location and at such times as Inspectron deems appropriate while providing the service to diligently carry out the terms of this agreement.

Inspectron shall provide all tools, transportation, and communication devices it deems necessary to carry out the field services of this agreement.

Inspectron agrees to proceed diligently and in accordance with its usual course and manner of business. Inspectron may at its discretion retain subcontractors in the performance of this agreement. Inspectron agrees to perform additional services, to which the parties agree during the term of this contract, under the terms and conditions of this agreement.

2. Term of Agreement. This agreement is effective commencing March 4, 2022 and shall consist of a period of 12 months of service. This agreement may be automatically extended each upon such terms and conditions as contained herein.

3. Payment. In consideration of such consulting work, the City agrees to pay to Inspectron under the following schedule:

Inspectron will have personnel available as needed 5 days per week to cover the building inspection services outlined in the Proposal Scope of Services.

Inspectron, Inc. will provide the services listed in the Building Inspection Scope of Services for 65% of the building permit fee plus 100% of the plan review fee. Services will be billed to the City on a monthly basis.

Inspectron, Inc. will provide the services listed in the Zoning Scope of Services at the hourly rate of $85.00/per hour and will be added to the monthly invoice. Reviewing the building plans for compliance with the Zoning Ordinance and field verification of setbacks will be included in the building plan review and inspections at no extra charge to the City.

Any work performed at the request of the City outside of the Building Inspection Scope of Services will be billed at $85.00/per hour and will be added to the monthly invoice.

All transportation, communication, tools and insurance costs will be the direct responsibility of Inspectron, Inc. All records will be maintained in accordance with the City adopted record retention schedule, at the office of Inspectron, Inc. The records will be available to the City for examination at any time during normal business hours or any other pre-arranged time. Records for all closed projects shall be delivered to the City on a quarterly basis.

Attendance at requested meetings will be billed at $85.00 per hour of attendance plus travel time one way from the Rosemount office and will be added to the monthly invoice.

Inspections requested outside of normal business hours, M-F 8:00 a.m. to 4:30 p.m. will be billed to the contractor at $85.00 per hour in addition to the permit fee. A 1-hour minimum will apply. Inspectron Inc. will retain 100% of this fee.

Additional work agreed to by the parties shall be paid at the rate of $85.00 per hour of services. All work shall be billed on a monthly basis and shall be due and payable within 30 days of receipt of such billing.

4. Confidentiality. City agrees that it will not reveal, divulge or make known to any person, firm, or corporation any secret or confidential information during or after the term of this agreement. Confidential information shall be defined as knowledge, systems, practices, forms and written plan review format used by Inspectron in the delivery of service under this contract. The City shall use such confidential information for the limited purposes of this agreement.

5. Relationship. Nothing in this agreement shall be construed to create employment, a partnership, joint venture, license or agency relationship and neither party shall have the right or authority to bind the other. The City agrees that it will not hire any of Inspectron's employees, who have provided services under this agreement, during the term of this contract or for a period of one year after the expiration or termination of this agreement, without the express written consent of Inspectron. In the event the City hires such Inspectron employee(s) (with or without express written consent of Inspectron); the City shall notify Inspectron and pay a fee of ten (10%) percent of the employee's 1st year annual salary with the City. Such payment shall be due upon commencement of employment with the City.

6. Termination. This agreement may be terminated by either party upon sixty (60) days written notice. Such termination shall not affect the rights and obligations of the parties accrued prior to the termination date or rights under paragraph 3 and 4.

7. Assignability. This agreement shall not be assignable by either party without the written consent of the non-assigning party.

8. Law. This contract shall be governed by the law of the State of Minnesota. The parties agree that the venue of any legal action arising under the agreement shall be Stearns County, Minnesota. The parties further agree that in the event either party brings an action against the other to enforce any condition or covenant of this agreement the prevailing party shall be entitled to recover its court costs and reasonable attorney fees in the judgement rendered in such action.

9. Severability. If any provision of this agreement shall be held by any court to be illegal, invalid or unenforceable, such provision shall be construed and enforced as if it had been more narrowly drawn so as to be legal, valid or enforceable. Such illegality, invalidity or unenforceability shall not have effect upon or impair the enforceability of any other provision of this agreement.