

CITY OF FREEPORT
Expenditure Budget Report -- MultiYear Actuals
For the Year: 2025

Account	Object	Actuals				Current	%	Prelim.	Budget	Final	%
		2021	2022	2023	2024	Budget	Exp.	Budget	Changes	Budget	Budget
		2021	2022	2023	2024	2024	2024	25	25	25	25
225 AFSA Fund											
42200 Fire & Rescue											
100	Wages and Salaries	4,880	4,880	4,880		4,880	0%	4,880		4,880	100%
115	Training	14,866	11,441	15,106		15,000	0%	15,000		15,000	100%
116	Fire Calls	8,704	5,740	5,298		7,000	0%	7,000		7,000	100%
117	Rescue Calls	9,958	8,112	9,893		9,500	0%	9,500		9,500	100%
121	Cities FICA 6.2%	2,381	1,852	1,859		2,400	0%	2,400		2,400	100%
122	Cities Share MED 1.45%	557	433	435		600	0%	600		600	100%
200	Postage		23	3		0	0%			0	0%
210	Operating Supplies	7,260	1,977	3,750	3,090	6,500	48%	6,500		6,500	100%
215	Gas & Oil	2,618	4,447	2,757	1,146	4,500	25%	4,500		4,500	100%
220	Repair & Maint. Supplies	1,180	3,392	2,969	2,356	0	***			0	0%
240	Clothing Replacement	566	618	1,498		3,500	0%	3,500		3,500	100%
245	Radio/Pager Repair	1,888	1,158	777		2,000	0%	1,500		1,500	75%
300	Professional Services	2,234	8,238	1,365	1,251	2,500	50%	2,000		2,000	80%
301	Audit	4,760	5,811	5,490	6,815	5,500	124%	5,500		5,500	100%
302	Legal Consulting					500	0%	200		200	40%
311	Outside Maintenance	312				0	0%			0	0%
315	Fire Dept Aid 2%	24,552	25,732	33,120	5,412	26,000	21%	26,000		26,000	100%
320	Telephone	1,240	1,159	1,487	908	1,300	70%	1,300		1,300	100%
330	Training	7,030	4,550	12,950	2,850	5,000	57%	5,085		5,085	102%
332	State/Chief Conference	900	2,688	2,669	67	900	7%	1,200		1,200	133%
333	Physicals		2,752		1,100	300	367%	300		300	100%
335	Mileage & Reimb Exp	2,618	1,304	30		2,700	0%	2,000		2,000	74%
360	Workers Comp Insurance	4,863	6,607	5,899	5,319	7,500	71%	12,000		12,000	160%
361	Liability Insurance	3,281	1,841	3,794	2,256	3,500	64%	4,000		4,000	114%
381	Electric	2,564	3,310	3,350	1,354	3,000	45%	3,000		3,000	100%
382	Heating Gas	1,438	3,055	1,756	1,056	2,500	42%	2,500		2,500	100%
383	Garbage	171	59			0	0%	200		200	*****
384	Water	567	551	415	282	600	47%	600		600	100%
401	Truck Repairs	11,041	2,507	4,123	1,124	8,000	14%	8,000		8,000	100%
430	Miscellaneous	4,686	9,547	10,389	10,728	10,000	107%	8,000		8,000	80%
433	Dues	450	766	985	35	800	4%	1,000		1,000	125%
520	Buildings & Structures		975			0	0%			0	0%
580	Other Equipment	134,914	949		26,586	0	***			0	0%
700	Transfers	3,500	3,500	373,133	1,750	3,500	50%	3,500		3,500	100%
710	Residual Equity Transfers					0	0%	68,993		68,993	*****
	Account:	265,979	129,974	510,180	75,485	139,980	54%	210,758	0	210,758	151%
	Fund:	265,979	129,974	510,180	75,485	139,980	54%	210,758	0	210,758	151%

300 EDA

46500 EDA Operations

210	Operating Supplies	215	69			200	0%	200		200	100%
300	Professional Services	1,870				3,800	0%	3,800		3,800	100%

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		2021	2022	2023	2024	2024	2024	25	25	25	25
302	Legal Consulting		429			1,000	0%	1,000		1,000	100%
335	Mileage & Reimb Exp					90	0%	90		90	100%
429	County Recording Fees					50	0%	50		50	100%
430	Miscellaneous	138	229	5,181	208	1,860	11%	1,500		1,500	81%
700	Transfers	5,000	5,000	5,000	2,500	5,000	50%	5,000		5,000	100%
	Account:	7,223	5,727	10,181	2,708	12,000	23%	11,640	0	11,640	97%
	Fund:	7,223	5,727	10,181	2,708	12,000	23%	11,640	0	11,640	97%
%											
601 Water											
43220 Street Cleaning											
440	Chemical Purification		40			0	0%			0	0%
	Account:		40			0	***%	0	0	0	0%
43225 Water											
200	Postage	824	900	1,057	520	1,000	52%	1,000		1,000	100%
210	Operating Supplies	1,303	2,320	9,306	340	2,500	14%	2,500		2,500	100%
220	Repair & Maint. Supplies	2,150		86		1,000	0%	500		500	50%
300	Professional Services	142	150	409	70	500	14%	500		500	100%
311	Outside Maintenance	8,925		120		3,000	0%	2,000		2,000	67%
320	Telephone	266	290	264	1,029	300	343%	300		300	100%
330	Training	250	125	275	275	300	92%	500		500	167%
335	Mileage & Reimb Exp					170	0%	170		170	100%
350	Notices & Publication	22		695		700	0%	700		700	100%
361	Liability Insurance	1,025	1,849	1,180	650	1,500	43%	1,575		1,575	105%
381	Electric	6,294	8,112	7,865	3,023	6,500	47%	6,500		6,500	100%
420	Depreciation	72,410	73,145	90,163	36,205	73,000	50%	85,000		85,000	116%
430	Miscellaneous					250	0%	250		250	100%
431	Permits/License	3,141	3,169	3,323	2,280	3,175	72%	3,500		3,500	110%
433	Dues	1,975	2,329	879	1,276	2,150	59%	2,500		2,500	116%
440	Chemical Purification	2,776	5,752	6,360	180	3,500	5%	5,000		5,000	143%
450	Sales Tax	-684	1,647	1,665	757	0	***%			0	0%
460	Lab Testing	45				50	0%	50		50	100%
600	Bond Principal					43,000	0%	44,000		44,000	102%
610	Bond Interest	28,961	27,881	27,086	27,030	27,590	98%	26,169		26,169	95%
700	Transfers	54,867	54,867	54,867	27,434	54,867	50%	54,867		54,867	100%
	Account:	184,692	182,536	205,600	101,069	225,052	45%	237,581	0	237,581	106%
%											
47000 Debt Service											
620	Fiscal Agents Fees		495	495		0	0%			0	0%
	Account:		495	495		0	***%	0	0	0	0%
	Fund:	184,692	183,071	206,095	101,069	225,052	45%	237,581	0	237,581	106%
%											

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		2021	2022	2023	2024	Budget	Exp.	Budget	Changes	Budget	Budget

602 Waste Water											
43250 Sewage Collection and Disposal											
200	Postage	732	630	1,029	466	800	58%	800		800	100%
210	Operating Supplies	919	2,616	2,561	2,358	3,000	79%	3,000		3,000	100%
220	Repair & Maint. Supplies					4,500	0%	1,000		1,000	22%
300	Professional Services	1,091	1,983	1,757	2,205	2,000	110%	2,500		2,500	125%
311	Outside Maintenance	10,496	7,119	24,048		20,000	0%	20,000		20,000	100%
320	Telephone	266	245	264	152	275	55%	275		275	100%
330	Training		125			250	0%	250		250	100%
361	Liability Insurance	1,362	3,130	1,490	820	1,500	55%	1,575		1,575	105%
381	Electric	859	915	1,168	187	1,050	18%	1,000		1,000	95%
420	Depreciation	62,962	62,962	86,866	31,481	62,000	51%	85,000		85,000	137%
430	Miscellaneous				906	0	***%			0	0%
431	Permits/License	345	368	1,585		475	0%	475		475	100%
433	Dues	1,455	1,377	471	1,276	1,700	75%	1,700		1,700	100%
460	Lab Testing	1,006	1,501	3,385	20	1,500	1%	1,500		1,500	100%
600	Bond Principal					2,500	0%			0	0%
610	Bond Interest	-332	-932	-1,532		300	0%			0	0%
700	Transfers	43,800	43,800	43,800	21,900	43,800	50%	43,800		43,800	100%
	Account:	124,961	125,839	166,892	61,771	145,650	42%	162,875	0	162,875	112%
	Fund:	124,961	125,839	166,892	61,771	145,650	42%	162,875	0	162,875	112%
											%

Grand Total:		1,036,824	1,128,837	1,417,762	527,129	1,044,457		1,191,122	0	1,191,122	

Memo

From: Jon Nelson, Clerk-Treasurer

To: Freeport City Council

Date: 07/26/24

Re: LMCIT Waiver Liability Form

The attached form is to be considered by Council and returned to LMCIT. In the past, the City has waived the monetary limits on municipal tort liability.



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 their effective date of coverage. Email completed form to your city’s underwriter, to pstech@lmc.org, or fax to 651.281.1298.

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 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. The decision has the following effects:

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

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

LMCIT Member Name: City of Freeport

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:

Memo

From: Jon Nelson, Clerk-Treasurer

To: Freeport City Council

Date: 07/26/24

Re: Silversmith Data

Silversmith Data is a company that specializes in archiving datapoints and other important information. Loren and I believe what they offer would be very beneficial to keep track of important data for the City.

We were approached by SSD last year and after much consideration decided to pass due to start up fees and required equipment that we would need to purchase. This year, they said they are waiving all start up fees and we will be able to purchase our own device to use the web-based software. Part of the startup fees that are being waived includes working with SEH to compile current datapoints into our account and staff training.

Silversmith sent the attached proposal for us to consider. In addition to the \$571 annual fee, the City would need to purchase a tablet and pay an internet fee of around \$40/month.

Recommendation: Accept Silversmith Data's proposal and approve purchasing a tablet with a monthly internet plan.

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silversmith
data

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AST™ gives field workers the ability to locate assets using a handheld GPS unit to record and track critical data from fire hydrants, meter pits, main breaks, curb stops, catch basins, utility poles, and more, at their convenience.

Our easy-to-use software provides immediate access to location, proper mechanical operation, maintenance history, work orders, and accessibility with customized functions tailored to your specific industry.

With one click, your crews working out in the field and managers in the office have access to a user-friendly asset management system operating in real-time making, everyone's job easier.



*In our quest for an asset management program, **Silversmith's AST™** system was the easiest and most in-depth system to use. Their crew has provided great support, and the best part was the price. We would recommend **AST™** to everyone.*

- Jeff B. Water Works
LIGONIER, INDIANA

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This is what sets **Silversmith** apart from other suppliers. How do we know this? From customers just like you. Since our very first blueprints, we have been learning the realistic needs and challenges of professionals in the industries we serve.

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Fire Departments
Waste Water Treatment



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Silversmith's Asset Status Tracker AST™



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ph 989-732-8988

HEADQUARTERS

1370 Milbocker Rd
Gaylord, MI 49735

SILVERSMITH CANADA ULC

Alberta
Saskatchewan



Service Agreement

This Service Agreement is made between Silversmith, Inc. a Michigan corporation dba Silversmith Data ("SSD"), and City of Freeport, Minnesota ("Client"), collectively "Parties."

Client wishes to hire SSD to perform certain services as contained in Paragraph 1 below. This Agreement defines the relationship between SSD and Client, and the Parties agree that the consideration contemplated herein is good and sufficient.

City, Village, or Township Name:	<u>Freeport</u>	Proposal	<u>11260</u>
Population:	<u>632</u>		
Hosting Cost:	<u>\$571</u>		
2025 Annual Hosting fee	<u>\$571</u>		

Package Customization can be added at any time and may include additional tablets, GPS devices. Additional product and software offerings can be quoted upon request in addition to our base package by Silversmith.

Responsibilities - We provide the framework for data collection including suggested fields. In no way do we imply nor have responsibility for the data, data input, data structure or fields involved in your programs. You are the experts in your fields/industries and, by signing this Agreement, take responsibility and liability for all information contained within the programs.

Yearly Billing in Advance - Billing is done on your contract anniversary, in advance. If necessary, we could make a **one-time move** of the contract anniversary date at the time of the initial purchase to better coincide with your budgeting.

First Year

Hosting cost: \$571.

Second Year & Beyond

Annual Hosting fee beginning 2025: \$571.

Total Hosting cost: \$ 571.00

Total Annual Software Use: \$571.

Client initials _____

1. SSD agrees to perform for Client the services described in this Agreement, which consist of providing the software and data service for the collection and maintenance of Client's data, marking the GPS coordinates of specified Client fire hydrants (if Client has selected this service), and maintaining Client's data on SSD's server or other third-party data service.
2. All fees for services provided pursuant to this Agreement are non-refundable (except as set forth in Section 13 below). Invoices issued by SSD to Client are due upon receipt. If Client fails to pay within 30 days of the invoice date, Client agrees to pay interest at 1% per month on all overdue amounts.
3. Notices shall be provided to, and communication shall occur between:

Silversmith Data

Freeport, Minnesota

Ray Cook

rcook@silversmithinc.com

320.510.4683

Everyone listed above shall be authorized to make binding decisions on behalf of the Party for whom he or she is listed.

4. SSD is an independent contractor of Client, and nothing contained in this Agreement shall be construed to create an employer-employee, partner, or joint venture relationship between the Parties.
5. SSD is providing services pursuant to this Agreement on an "as is" basis. In addition, Client acknowledges that SSD's sole responsibility with respect to any hardware provided by SSD to Client pursuant to this Agreement shall be to pass through the warranty, if any, provided by the manufacturer of such hardware, but SSD makes no representation as to the existence, scope, or availability of any such manufacturer's warranty. SSD HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER BY STATUTE, COMMON LAW, OR OTHERWISE, AS TO ANY MATTER RELATING TO THE SERVICES OR THIS AGREEMENT, INCLUDING (WITHOUT LIMITATION) PERFORMANCE, RESULTS, SECURITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AVAILABILITY OF DATA. SSD has no responsibility or liability for cellular service that may be provided to Client.
6. Notwithstanding anything to the contrary in this Agreement, Client's sole and exclusive remedy for any breach of this Agreement by SSD, or any claim arising out of or otherwise relating to this Agreement, shall be limited to reimbursement by SSD of the aggregate dollar amount Client actually paid to SSD pursuant to this Agreement. Under no circumstances shall SSD be liable for any other damages, costs, expenses, or claims of any kind relating to this Agreement.

7. Client agrees to hold harmless, defend, and fully indemnify SSD, its affiliates, and their respective employees, agents, and subcontractors from and against any and all costs, expenses, losses, claims, actions, and damages of any kind (including reasonable attorney fees) arising out of any actual or threatened third party claim (advanced by a person or entity other than SSD or Client) that arises from or is in any way related to either (a) SSD's performance (or alleged lack thereof) of this Agreement, and/or (b) the use, storage, access to, or dissemination of Client's data.
8. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
9. This Agreement contains the entire agreement of the Parties, and all prior and contemporaneous agreements, representations, and/or promises between the Parties relating to the subject matter of this Agreement are superseded in their entirety by this Agreement. This Agreement may only be modified by a written instrument signed by an authorized representative of each Party.
10. This Agreement is governed by the laws of the State of Michigan and any disputes arising out of this Agreement shall be litigated in Otsego, Michigan. All Parties to this Agreement consent to the jurisdiction of the State of Michigan.
11. This Agreement may be executed in counterparts both of which together will be deemed an original of this Agreement, and this Agreement may be signed in an electronic format.
12. Client agrees to comply with all technical specifications, policies and procedures, and other requirements that may be imposed by SSD from time to time with respect to Client's receipt of the services described in this Agreement.
13. This agreement shall renew annually on contract date. Either Party may terminate this Agreement upon written notice to the other Party with 30 days written notice. If SSD terminates this Agreement prior to a contract anniversary date, SSD shall refund to Client a prorated portion of the Annual Recurring Fees paid by Client for the contract year in which SSD terminates the Agreement.

By their signatures below, the Parties acknowledge that (i) they have had sufficient opportunity to, and have, carefully read each provision of this Agreement; (ii) they have had the opportunity to review the

Agreement with legal counsel of their own choice; (iii) they understand each provision; (iv) they are not under any duress; (v) they are not relying upon any representations or promises that are not set forth in this Agreement; and (vi) they are freely and voluntarily signing this Agreement and intend to be bound by it as a solemn contractual undertaking.

Contract Date: _____

City of Freeport, Minnesota

By: _____

Silversmith Inc. (DBA Silversmith Data)

By: _____

Ray Cook, Silversmith Data
Sartell, Minnesota



JANELLE P. KENDALL

Stearns County Attorney

June 20, 2024

Jon Nelson
Freeport City Clerk/Treasurer
P.O. Box 301
Freeport, MN 56331

Re: Criminal Prosecution Contract for 2025 and 2026

Dear Mr. Nelson:

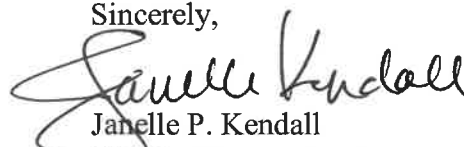
The Stearns County Attorney's Office prosecutes misdemeanor and petty misdemeanor violations of Minnesota's state statutes for the City of Freeport pursuant to contract. Based on our experiences over the years, this has been a mutually efficient and cost-effective way to provide professional prosecution services to your city. Since our current contract ends December 31, 2024, I am writing to present you with a proposal to extend this contract beyond that date.

As a result of increased personnel and other costs incurred by the county since the last contract price adjustment, the yearly contract rate for the calendar years of 2025 and 2026 will increase by 6- $\frac{2}{3}$ % to \$1,600.00. As has been the case in past years, this rate is guaranteed not to increase through the duration of the contract. City contract rates are based on a review of the historical number of prosecution files, the population of your city, personnel and administrative costs to our office, and comparison to other contracts for cities of comparable size in Stearns County.

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

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

Sincerely,


Janelle P. Kendall
Stearns County Attorney

JPK/MJL/jtl
Enclosure

AGREEMENT FOR PROSECUTION SERVICES

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

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

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

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

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

1. **TERM AND COST OF THE AGREEMENT**

- A) The County will provide the Municipality with the prosecution services above-referenced for cases that occur within the jurisdiction of the Municipality. This Agreement will continue for the calendar years 2025 and 2026. Any Agreement for prosecution services for future years will be finalized by November 1 of the year before such service is to commence. If such an Agreement is not reached, this Agreement will expire on January 1 of the following year.
 - i) For calendar year 2025, the Municipality will pay \$1,600 (one thousand six-hundred dollars) to the County, said money to be used to fulfill this Agreement, including the payment of salary, benefits, and other costs incurred by the County in performance of its obligations hereunder. Municipality will pay County one-half on May 15 of each contract year, and one-half on October 15 of each contract year.