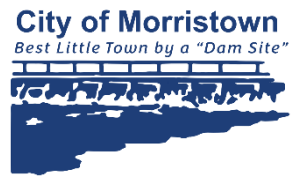


MORRISTOWN CITY COUNCIL MEETING AGENDA

Regular Meeting, 7:00 p.m.

Monday, November 3, 2025



-
1. Call to Order:
 2. Pledge of Allegiance:
 3. Additions/Corrections:
Correction Resolution numbers changed
 4. Citizens Comments: *Need to sign up prior to meeting*
-
5. Consent Agenda:
 - A. Police Report October 2025 – to come in separate email
 - B. Fire Department Report October 2025
 - C. Public Works Report October 2025
 - D. City Council Minutes Regular Meeting 10/6/2025
Work Session 10/29/2025 – To come next month
 - E. Zoning Board Minutes Regular Meeting 10/16/2025
 - F. Financial Reports October 2025 – to come in separate email
 - G. Claims & Accounts October 2025
 - H. Tree Pickup Christmas Tree Pickup January 5th – 9th
 - I. Snow Removal Hire Contractor for City Snow Removal
 - J. MN Paid Leave Employee Handbook Minnesota Paid Leave Addition
 - K. ACH Adoption of ACH Policy
 - L. Resolution 2025-30 Approving Archambault's as a new ACH Vendor
 - M. Ordinance 2025-6 Creation of a Right-of-Way Ordinance
 - N. Resolution 2025-31 Summary Publication for Ordinance 2025-6
 - O. Phones Phone Refresh Agreement with Bevcomm
 6. **UNFINISHED BUSINESS:**
 - A. Sheriff's Contract Discussion on the Sheriff's Contract – PUBLIC INPUT WELCOME!
All citizens are welcome and encouraged to attend to participate in discussion with City Council.
 7. **NEW BUSINESS:**
 - A. Solar Panels Discuss Interim Use Permit for Solar Panels at PID 1323300001
 - B. Concrete Review Concrete Quote and Discuss
 - C. IT Services Bevcomm, Pantheon, Tech Support of MN
 8. **CORRESPONDENCE & ANNOUNCEMENTS:**
 - A. EDA There is a vacancy on the EDA board. Please apply at City Hall or on the website.
 9. **COUNCIL DISCUSSION & CONCERNS:**
 10. **ADJOURNMENT:**
 11. **NEXT MEETING:** Monday, December 1, 2025 – 7:00 p.m.



MORRISTOWN FIRE DEPARTMENT

P.O. Box 161
Morristown, Minnesota 55052



Call Report

Date	Type	Location
10/2	Medical	Geneva Ct
10/5	Fire	Division St. N
10/5	Fire/Gas Leak	230 th St.
10/6	Medical	Jacks Dr.
10/7	Medical	Bloomer
10/8	Medical	440 th Ave
10/10	Medical	Main St
10/11	Fire/False Alarm	Thruen St.
10/11	Cancelled	Holland Ave
10/11	Fire	23 rd & Kanabec
10/11	Fire	Independence Court
10/14	Medical	2 nd St. SW
10/21	Medical	4 th St. SW
10/23	Medical	4 th St. SW
10/23	Medical	235 th St. W
10/25	Medical	Cedar Lake Ct.
10/26	Medical	Cate St.
10/26	Medical	Dalton Ave.
10/27	Medical	2 nd St. NW

Training

Hose Testing

Department Update

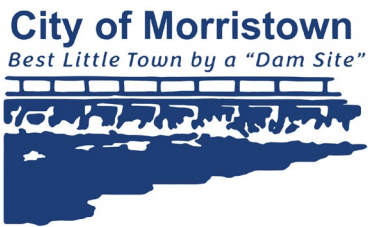
None

Items for Discussion

None

Announcements

None



Public Works

Council Report

October 2025

General

- Sweeper maintenance
- Locates as needed
- Changed oil in generators
- Weekly Generator checks.
- Fixed up alley behind archies
- Mowed intersections on Hwy 60
- Finished fixing existing wall in shop
- Looking at having Healy get concrete fixed at water tower
- Jim is fixing the air conditioning in community center
- Monthly safety training
- Organizing paper work in office
- Fixed leaking hydraulic hoses on plow truck
- Located tracer wire on street project
- Got plow truck DOT inspected in Faribault
- Put new strobes on plow truck because old ones didn't work
- Put new brooms on street sweeper
- Picked up road kill
- Getting ready for winter

Water

- Daily testing
- Flushed hydrants
- Drawdown tests
- Endpoint installs/ repairs
- Flush tower
- Located watermain and curb stops
- Working on lead waterlines
- Cleaned water tower building
- Put tags on all the outlets at the water tower for chemical pumps
- Been working on completing fixes to the well as required by the state
- Valve maintenance
- Oiled hydrants
- Water shut offs

Wastewater

- Daily testing
- Cleaned lift pumps
- Decant weekly
- Cleaned grit chamber
- Cleaned flocculator

- Cleaned both clarifiers
- Settleometer tests
- Cleaned grit chamber
- Weekly samples
- Rick will be coming to look at some wiring issues at the plant.
- Sprayed for gnats outside of plant
- Hauled sludge
- Stopped feeding chlorine into contact tank for winter
- Installed new faucet

Streets

- Swept streets
- Manhole checks
- Cleaned storm sewer intakes on street project
- Trimmed some trees along roads that were hanging really low
- Sprayed weeds
- Weed whacked
- Went over tracer wire on the street project

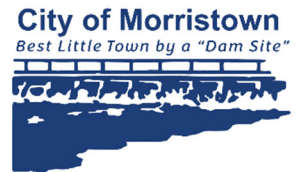
Parks/Compost

- Picked up garbage
- Maintained brush pile/burned brush pile
- Picked up brush in the parks that fell
- Hauled grass clippings away from baseball field
- Trimmed trees along walking path in park
- Sprayed park bathrooms on outside
- Unplugged dam with trees stuck in it
- Sprayed weeds
- Cleaned park bathrooms at both parks/they get cleaned weekly
- Dahle's came and sprayed park grass and got it all replanted.
- Winterized bathrooms
- Burned brush pile

MORRISTOWN CITY COUNCIL MEETING MINUTES

Regular Meeting, 7:00 p.m.

Monday, October 6, 2025



Members Present: Tim Flaten (Mayor), Leon Gregor, Anna Nusbaum, Val Kruger
Members Absent: Joe Caldwell
Others Present: Ellen Judd (City Administrator), Cassie Eldeen (City Clerk), Mark Rahrick, Lee Istvanovich, Jeff Wenker, Pam Petersen, Austin Schulz, Josh Malecha, Kyle Morris, Kyle Green, Johnathon Chmelik

-
- | | | |
|----|------------------------|--|
| 1. | Call to Order: | A regular meeting of the Morristown City Council was called to order on Monday, October 6th, 2025, at 7:00 p.m. in the council chambers at 402 Division Street South by Mayor Tim Flaten. |
| 2. | Pledge of Allegiance: | The Pledge of Allegiance was recited. |
| 3. | Additions/Corrections: | None |
| 4. | Citizens Comments: | Pam Petersen questioned if the City of Morristown could charge less than the county/state for fines. Petersen was referring to tobacco violations, clerk clarified that both establishments paid the same fine amount. Petersen then stated she picked up a lot of landscaping plastic around the park that isn't biodegradable. She would like to see vendors using biodegradable products. |
-
- | | | |
|----|--------------------|---|
| 5. | Consent Agenda: | Motion by Gregor, seconded by Kruger, and carried unanimously to approve the consent agenda less the item 'Sheriff's Contract' & 'Change Order'. The consent agenda included the following items and motions: |
| | <i>Routine</i> | Motion to approve the Police report, Fire Department report, Public Works report, City Council minutes, Zoning Board minutes, Financial reports, and the Claims and Accounts as presented. |
| H. | Paid Leave | Motion to approve implementing Minnesota Paid Leave with a 50/50 employer/employee split on the state's plan, effective January 1st 2026. |
| I. | Sheriff's Contract | The updated contract has the updated dates, but council has hesitation on #3 of the 'Scope of Services'. Judd to reach out to Sheriff Thomas to see if we can revise that portion with clarifying which ordinances are priority enforcement items |
| J. | Change Order | Nusbaum just wanted to clarify that the change was just the date of completion of the project. Lee with SEH said that was correct. Motion by Nusbaum, seconded by Gregor, and carried unanimously to approve change order 6B for an extension of the project completion date. |
| K. | Resolution 2025-29 | Motion to approve Resolution 2025-29 Approve Procedure for Counting Write-In Votes for Local Elective Office. |
| L. | Service Insurance | Motion to approve the City Administrator to sign the agreement with Service Line Warranties of America.
Motion to approve Service Line Warranties of America to use the City of Morristown logo when communicating with residents about the program. |
-
- | | | |
|----|-----------------------------|---|
| 6. | UNFINISHED BUSINESS: | |
| A. | Missed Lot | Motion by Nusbaum, seconded by Kruger, and carried unanimously to approve issuing checks to property owners listed on the roll as presented, for the amount listed under 'Refund + 6%'. |
-
- | | | |
|----|----------------------|---|
| 7. | NEW BUSINESS: | |
| A. | Fireman's Dance | Motion by Gregor, seconded by Kruger, and carried unanimously to approve the Morristown Fire Relief to host a Fireman's Dance at the Fire Hall parking lot, with the Community Center parking lot to be used for parking. |

- B. Parking Council held a discussion regarding the parking concerns at the intersection of Division St. and Ann St. They discussed different lengths of no parking, only during specific times, or possibly only on weekdays. Council tabled until next month.
- C. Structure Judd presented the Council Structure and Role memo to address questions and misconceptions.
- D. Assessment Council held a discussion regarding the process of assessing repairs to sewer services.
- E. Ordinance 2025-6 Motion by Gregor, seconded by Kruger, and carried unanimously to approve posting Ordinance 2025-6 – Right-of-Way Ordinance for 10 days on the City’s official posting boards and website.
- F. Budget Session Motion by Nusbaum, seconded by Kruger, and carried unanimously to set a budget meeting for October 27, 2025 at 7:00 p.m.
-

8. **CORRESPONDENCE & ANNOUNCEMENTS:**

Trick-or-Treat Trick or Treating October 31st starting at 5 pm: First Stop at the Fire Department, then go to Community Center for more trick or treating.

9. **COUNCIL DISCUSSION & CONCERNS:**

WEM School Mayor Flaten shared that Superintendent Winter came to the Coffee Club a couple weeks ago. Discussion regarding the potential closure of the Morristown school building and the recently released Timeline and Q & A from WEM school district. Concerns were voiced regarding a potential buyer and issues that may arise. More concerns about potential tax implications to residents and other school districts that partner with that district.

10. **ADJOURNMENT:** Motion by Kruger, seconded by Nusbaum, and carried unanimously to adjourn at 8:03 p.m.

11. **NEXT MEETING:** Monday, November 3, 2025 – 7:00 p.m.

Approved:

Attested:

City Clerk, Cassie Eldeen

Mayor, Tim Flaten

MORRISTOWN ZONING BOARD MEETING MINUTES

Regular Meeting, 7:00 p.m.

Thursday, October 16th, 2025

Members Present: Jim Lonergan (Chair), Pamela Petersen, John Krenik, John Chmelik, John Schlie
Members Absent: Tony Lindahl (Zoning Administrator)
Others Present: Cassie Eldeen (City Clerk)

-
1. Call to Order: The Morristown Zoning Board Meeting was called to order at 7:00pm by the Zoning Board Chair, Jim Lonergan, on October 16, 2025, in the Council Chambers at City Hall at 402 Division St S.
 2. Additions/Corrections:
 3. Approval of Minutes:
Zoning Board Minutes Motion by Schlie, seconded by Chmelik, and carried unanimously to approve the minutes as written from the regular meeting on 9/18/2025.
 4. Requests to be Heard:
 5. Council Action at Last Meeting:
None
-
6. **UNFINISHED BUSINESS:**
 - A Produce Stand Reviewed and discussed changes made from last month's meeting. There were suggestions on a few more changes. Clerk will make changes and bring back next month.
 - B Jason Graf Will discuss more when he comes to a meeting.
 - C Matthew & Cassandra Peters Resident wasn't at meeting. Will discuss when resident is ready to move forward with project.
-
7. **NEW BUSINESS:**
 - A Evan Linde Resident came and would like to add on to his accessory building. It will still be compliant with setbacks and square footage. Clerk to email permit application to resident.
-
8. Zoning Administrator's Report:
 - A Open and closed permits were reviewed.
 9. Board Discussion & Concerns:
 10. Adjournment: Motion by Krenik, seconded by Chmelik and carried unanimously to adjourn the meeting at 7:53 p.m.
 11. Next Meeting: Thursday, November 20th, 2025 – 7:00 p.m.

Approved:

Attested:

City Clerk, Cassie Eldeen

Mayor, Tim Flaten

CITY OF MORRISTOWN CLAIMS AND ACCOUNTS

10/31/25 11:50 AM

Page 1

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
G General Ledger				
EFTPS - DIRECT	G 100-21709 Medicare	\$351.34	10.2.25 Payroll Federal Withholding	10/02/25
EFTPS - DIRECT	G 100-21703 FICA Tax Withholding	\$1,502.30	10.2.25 Payroll Federal Withholding	10/02/25
EFTPS - DIRECT	G 100-21701 Federal Withholding	\$982.01	10.2.25 Payroll Federal Withholding	10/02/25
MN DEPARTMENT OF REVENUE	G 100-21702 State Withholding	\$507.87	10.2.25 Payroll State Withholding	10/02/25
PERA	G 100-21704 PERA	\$1,690.11	10.2.25 Payroll PERA	10/02/25
EFTPS - DIRECT	G 100-21709 Medicare	\$347.10	10.16.25 Payroll Federal Withholding	10/16/25
EFTPS - DIRECT	G 100-21703 FICA Tax Withholding	\$1,484.16	10.16.25 Payroll Federal Withholding	10/16/25
EFTPS - DIRECT	G 100-21701 Federal Withholding	\$964.11	10.16.25 Payroll Federal Withholding	10/16/25
MN DEPARTMENT OF REVENUE	G 100-21702 State Withholding	\$497.08	10.16.25 Payroll State Withholding	10/16/25
PERA	G 100-21704 PERA	\$1,669.60	10.16.25 Payroll PERA	10/16/25
EFTPS - DIRECT	G 100-21701 Federal Withholding	\$977.26	10.30.25 Payroll Federal Withholding	10/27/25
EFTPS - DIRECT	G 100-21709 Medicare	\$333.62	10.30.25 Payroll Federal Withholding	10/27/25
EFTPS - DIRECT	G 100-21703 FICA Tax Withholding	\$1,426.46	10.30.25 Payroll Federal Withholding	10/27/25
MN DEPARTMENT OF REVENUE	G 100-21702 State Withholding	\$500.04	10.30.25 Payroll State Withholding	10/27/25
PERA	G 100-21704 PERA	\$1,610.52	10.30.25 Payroll PERA	10/27/25
G General Ledger		\$14,843.58		
-E Expenditure				
ARCHAMBAULT BROTHERS INC	E 603-49520-384 Refuse Disposal	\$5,968.20	September 2025 Trash Removal	10/14/25
BADGER METER	E 601-49440-302 WST Metering & Billing	\$182.62	September 2025 Cellular Service to Endpoints	10/14/25
BADGER METER	E 602-49490-302 WST Metering & Billing	\$182.62	September 2025 Cellular Service to Endpoints	10/14/25
CENTERPOINT ENERGY	E 204-42210-380 Utility Services	\$75.97	September 2025 Gas Utilities at Fire Hall. Acct#10583	10/14/25
CENTERPOINT ENERGY	E 602-49490-380 Utility Services	\$23.78	September 2025 Sewer Plant Gas Utilities	10/14/25
CENTERPOINT ENERGY	E 601-49440-380 Utility Services	\$19.06	September 2025 Water Tower Gas Utilities	10/14/25
CENTERPOINT ENERGY	E 601-49440-380 Utility Services	\$17.00	September 2025 Water Pump Gas Utilities	10/14/25
CENTERPOINT ENERGY	E 100-41941-380 Utility Services	\$31.49	September 2025 Maintenance Shop Gas Utilities	10/14/25
CENTERPOINT ENERGY	E 100-41946-380 Utility Services	\$28.37	September 2025 Community Center Gas Utilities	10/14/25
CENTERPOINT ENERGY	E 100-41948-380 Utility Services	\$28.37	September 2025 City Hall Gas Utilities	10/14/25
CLEARWAY COMMUNITY SOLAR LLC	E 602-49490-380 Utility Services	\$1,717.54	August 2025 Electricity for 75 Verdev Dr: WWTP	10/14/25
CLEARWAY COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$78.84	August 2025 Electricity for 201 Division St: Well #1	10/14/25
COMMUNITY CO-OP OIL ASSN	E 100-43101-212 Motor Fuels	\$145.88	Fuel for September 2025: Acct# 319870	10/14/25
COMMUNITY CO-OP OIL ASSN	E 100-41941-212 Motor Fuels	\$48.63	Fuel for September 2025: Acct# 319870	10/14/25
COMMUNITY CO-OP OIL ASSN	E 100-45202-212 Motor Fuels	\$48.63	Fuel for September 2025: Acct# 319870	10/14/25
COMMUNITY CO-OP OIL ASSN	E 601-49440-212 Motor Fuels	\$97.25	Fuel for September 2025: Acct# 319870	10/14/25
COMMUNITY CO-OP OIL ASSN	E 602-49490-212 Motor Fuels	\$145.88	Fuel for September 2025: Acct# 319870	10/14/25
COMMUNITY CO-OP OIL ASSN	E 204-42210-212 Motor Fuels	\$157.21	Fuel for September 2025: Acct# 620143	10/14/25
CRYSTEEL S CORP	E 100-45202-215 Operating & Maintenance Supp	\$1,154.00	Tailgate for Dodge - Insurance Paid	10/14/25
CRYSTEEL S CORP	E 100-43101-215 Operating & Maintenance Supp	\$1,154.00	Tailgate for Dodge - Insurance Paid	10/14/25
ECKBERG LAMMERS	E 100-41610-304 Legal Fees	\$424.36	September 2025 Prosecution Services	10/14/25

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
ELAN CORPORATE PAYMENT SYSTEM	E 100-41946-215 Operating & Maintenance Supp	\$108.00	Ice for Bar Rentals	10/14/25
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-306 W/S Sample Testing	\$65.49	Water Sample Shipping	10/14/25
EO JOHNSON CO INC	E 204-42210-206 Printer/Rental/Software	\$8.62	10.8.25-11.7.25 Toshiba Coverage	10/14/25
EO JOHNSON CO INC	E 603-49520-206 Printer/Rental/Software	\$8.62	10.8.25-11.7.25 Toshiba Coverage	10/14/25
EO JOHNSON CO INC	E 602-49490-206 Printer/Rental/Software	\$17.24	10.8.25-11.7.25 Toshiba Coverage	10/14/25
EO JOHNSON CO INC	E 601-49440-206 Printer/Rental/Software	\$17.24	10.8.25-11.7.25 Toshiba Coverage	10/14/25
EO JOHNSON CO INC	E 100-41948-206 Printer/Rental/Software	\$34.48	10.8.25-11.7.25 Toshiba Coverage	10/14/25
FARIBAULT FLEET SUPPLY	E 100-45202-240 Small Tools and Equipment	\$46.98	Small Engine Parts	10/14/25
FARIBAULT FLEET SUPPLY	E 602-49490-215 Operating & Maintenance Supp	\$55.54	Clamps for WWTP	10/14/25
FILAN LAWN SERVICE	E 100-41948-300 Professional Services	\$150.93	Fall Lawn Spraying at City Hall	10/14/25
FILAN LAWN SERVICE	E 100-41944-300 Professional Services	\$3.86	Fall Lawn Spraying at Feed Mill	10/14/25
FILAN LAWN SERVICE	E 100-41946-300 Professional Services	\$150.93	Fall Lawn Spraying at Community Center	10/14/25
FILAN LAWN SERVICE	E 100-43102-300 Professional Services	\$115.67	Fall Lawn Spraying at Sidney St Ditch	10/14/25
FILAN LAWN SERVICE	E 601-49440-300 Professional Services	\$126.96	Fall Lawn Spraying at Water Tower	10/14/25
FILAN LAWN SERVICE	E 204-42210-300 Professional Services	\$130.08	Fall Lawn Spraying at Fire Hall	10/14/25
FILAN LAWN SERVICE	E 100-45202-300 Professional Services	\$181.57	Fall Lawn Spraying at Baseball Field	10/14/25
FILAN LAWN SERVICE	E 100-45202-300 Professional Services	\$215.00	Fall Lawn Spraying at Centennial Park	10/14/25
GOPHER STATE ONE CALL	E 602-49490-305 Locating Services	\$2.00	September, 7 tickets (5.20 credit)	10/14/25
GOPHER STATE ONE CALL	E 100-43102-305 Locating Services	\$0.25	September, 7 tickets (5.20 credit)	10/14/25
GOPHER STATE ONE CALL	E 601-49440-305 Locating Services	\$2.00	September, 7 tickets (5.20 credit)	10/14/25
LINCOLN NATIONAL LIFE INSURANCE	E 100-41941-130 Employer Paid Insurance	\$3.45	October 2025 Life Insurance	10/14/25
LINCOLN NATIONAL LIFE INSURANCE	E 100-41801-130 Employer Paid Insurance	\$3.45	October 2025 Life Insurance	10/14/25
MACQUEEN EMERGENCY	E 204-42210-300 Professional Services	\$1,048.38	Annual Compressor Service	10/14/25
MN STATE FIRE CHIEFS ASSOC	E 204-42210-432 Training/Conferences	\$350.00	2025 Annual Conference Registration: Tim Boese	10/14/25
MORRISTOWN FIRE RELIEF ASSOCIAT	E 204-42210-124 Fire Pension Contributions	\$5,000.00	2023 Property Tax Levy for Fire Pension	10/14/25
MORRISTOWN FIRE RELIEF ASSOCIAT	E 204-42210-124 Fire Pension Contributions	\$38,979.24	Fire State Aid	10/14/25
NAPA WATERVILLE	E 602-49490-215 Operating & Maintenance Supp	\$79.62	Oil & Filter for Generator	10/14/25
NAPA WATERVILLE	E 100-41948-215 Operating & Maintenance Supp	\$39.81	Oil & Filter for Generator	10/14/25
NAPA WATERVILLE	E 601-49440-215 Operating & Maintenance Supp	\$79.62	Oil & Filter for Generator	10/14/25
NAPA WATERVILLE	E 204-42210-215 Operating & Maintenance Supp	\$79.62	Oil & Filter for Generator	10/14/25
NAPA WATERVILLE	E 100-43101-215 Operating & Maintenance Supp	\$123.57	Reflective Tape	10/14/25
NAPA WATERVILLE	E 100-41941-215 Operating & Maintenance Supp	\$10.49	Ignition Tester	10/14/25
NAPA WATERVILLE	E 100-41946-215 Operating & Maintenance Supp	\$39.82	Oil & Filter for Generator	10/14/25
OLYMPIC FIRE PROTECTION CORP	E 100-41946-300 Professional Services	\$107.50	New Horn & Strobe	10/14/25
OLYMPIC FIRE PROTECTION CORP	E 100-41948-215 Operating & Maintenance Supp	\$107.50	New Horn & Strobe	10/14/25
OVERHEAD DOOR CO OF MANKATO	E 100-43101-300 Professional Services	\$1,784.32	Shop Garage Door Repair (Middle Door)	10/14/25
SEH SHORT ELLIOT HENDRICKSON	E 403-43101-303 Engineering Fees	\$3,062.45	2024 Street Project: Construction Admin, Resident Proj	10/14/25
SHEBOYGAN WARNING SYSTEMS	E 100-42502-215 Operating & Maintenance Supp	\$2,630.00	Service Call for Out of Service Siren	10/14/25
BEVCOMM	E 100-41948-320 Communication	\$285.05	November 2025, Communication	10/28/25
BEVCOMM	E 603-49520-320 Communication	\$98.67	November 2025, Communication	10/28/25
BEVCOMM	E 100-42110-320 Communication	\$76.74	November 2025, Communication	10/28/25
BEVCOMM	E 602-49490-320 Communication	\$263.11	November 2025, Communication	10/28/25

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
BEVCOMM	E 204-42210-320 Communication	\$98.67	November 2025, Communication	10/28/25
BEVCOMM	E 100-42502-320 Communication	\$10.96	November 2025, Communication	10/28/25
BEVCOMM	E 601-49440-320 Communication	\$263.11	November 2025, Communication	10/28/25
BHE COMMUNITY SOLAR LLC	E 100-41941-380 Utility Services	\$200.36	September 2025 Electricity at 109 2nd St SW	10/28/25
BHE COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$576.38	September 2025 Electricity at 504 3rd St SE	10/28/25
BHE COMMUNITY SOLAR LLC	E 100-41946-380 Utility Services	\$413.59	September 2025 Electricity at 404 Division St S	10/28/25
BHE COMMUNITY SOLAR LLC	E 100-41948-380 Utility Services	\$413.60	September 2025 Electricity at 404 Division St S	10/28/25
BHE COMMUNITY SOLAR LLC	E 204-42210-380 Utility Services	\$200.36	September 2025 Electricity at 506 Division St S	10/28/25
DR FRESH TAP	E 100-41946-300 Professional Services	\$65.00	Beer Line Cleaning	10/28/25
ELAN CORPORATE PAYMENT SYSTEM	E 602-49490-202 Postage	\$100.69	1/3 of Postage for utility bills	10/28/25
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-202 Postage	\$100.72	1/3 of Postage for utility bills	10/28/25
ELAN CORPORATE PAYMENT SYSTEM	E 603-49520-202 Postage	\$100.70	1/3 of Postage for utility bills	10/28/25
FARIBAULT FLEET SUPPLY	E 100-41941-215 Operating & Maintenance Supp	\$11.99	Sanding Supplies for Wall	10/28/25
FARIBAULT FLEET SUPPLY	E 100-43101-215 Operating & Maintenance Supp	\$7.92	Bolts for Plow Truck	10/28/25
HAWKINS INC	E 601-49440-216 Chemicals	\$10.00	Water Tower Chemicals	10/28/25
JOHNNY ON THE SPOT	E 100-45202-418 Rentals: Portable Rest Rooms	\$173.75	September 2025, Portable Restrooms	10/28/25
MENARDS - DUNDAS	E 100-41941-215 Operating & Maintenance Supp	\$134.34	Building Supplies for Shop Wall	10/28/25
RICE COUNTY SHERIFFS OFFICE	E 100-42110-307 Police Administration	\$39,883.98	August-October 2025, Law Enforcement Contract	10/28/25
SECURITAS ELECTRONIC SECURITY	E 204-42210-311 Alarm Company	\$83.34	11.1.25-1.31.26 Monitoring Services	10/28/25
SMITH, TOLLEFSON RAHRICK AND CA	E 100-41610-304 Legal Fees	\$8,478.00	July-September 2025, City Attorney Legal Fees	10/28/25
USA BLUEBOOK	E 602-49490-216 Chemicals	\$148.86	Sewer Chemicals	10/28/25
VIKING FIRE AND SAFETY	E 100-41946-300 Professional Services	\$251.87	Annual Fire Extinguisher Check	10/28/25
VIKING FIRE AND SAFETY	E 204-42210-300 Professional Services	\$259.50	Annual Fire Extinguisher Check	10/28/25
VIKING FIRE AND SAFETY	E 204-42210-300 Professional Services	\$501.71	Hydrostatic tst, CO2 recharge	10/28/25
VIKING FIRE AND SAFETY	E 100-41941-300 Professional Services	\$251.86	Annual Fire Extinguisher Check	10/28/25
XCEL ENERGY	E 100-43101-387 Street Lighting	-\$71.11	9.10.25-10.9.25 Electricity: Street Lights	10/28/25
XCEL ENERGY	E 100-41941-380 Utility Services	-\$128.40	9.10.25-10.9.25 Electricity: Maintenance Shop	10/28/25
XCEL ENERGY	E 601-49440-380 Utility Services	\$72.05	9.10.25-10.9.25 Electricity: Water Pump (Well#1)	10/28/25
XCEL ENERGY	E 204-42210-380 Utility Services	\$493.27	9.10.25-10.9.25 Electricity: Fire Hall	10/28/25
XCEL ENERGY	E 100-41944-380 Utility Services	\$26.34	9.10.25-10.9.25 Electricity: Historic Site (Feed Mill)	10/28/25
XCEL ENERGY	E 100-45202-380 Utility Services	\$32.98	9.10.25-10.9.25 Electricity: Parks	10/28/25
XCEL ENERGY	E 601-49440-380 Utility Services	-\$191.89	9.10.25-10.9.25 Electricity: Water Tower	10/28/25
XCEL ENERGY	E 100-41946-380 Utility Services	\$142.97	9.10.25-10.9.25 Electricity: Community Center	10/28/25
XCEL ENERGY	E 100-43101-387 Street Lighting	\$1,439.82	9.10.25-10.9.25 Electricity: Street Lights Co-owned	10/28/25
XCEL ENERGY	E 100-43101-387 Street Lighting	\$18.75	9.10.25-10.9.25 Electricity: Auto Protective	10/28/25
XCEL ENERGY	E 100-43101-387 Street Lighting	\$8.69	9.10.25-10.9.25 Electricity: Street Lights	10/28/25
XCEL ENERGY	E 602-49490-380 Utility Services	-\$579.63	9.10.25-10.9.25 Electricity: Sewer Pump (WWTP)	10/28/25
XCEL ENERGY	E 602-49490-380 Utility Services	\$8.69	9.10.25-10.9.25 Electricity: Water Pump (Liftstation)	10/28/25
ZARNOTH BRUSH WORKS INC	E 100-43101-215 Operating & Maintenance Supp	\$319.10	Street sweeper brushes	10/28/25
Aaron Estrem	E 403-43101-810 Refunds and Reimbursements	\$129.99	2024 Street Project Assessment Refund - 200 Main St.	10/30/25
Am Property Management	E 403-43101-810 Refunds and Reimbursements	\$268.36	2024 Street Project Assessment Refund - 25 Washingt	10/30/25
Chad & Edye Hoepner	E 403-43101-810 Refunds and Reimbursements	\$319.33	2024 Street Project Assessment Refund - 1104 2nd St.	10/30/25

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
Cynthia Stopski	E 403-43101-810 Refunds and Reimbursements	\$172.72	2024 Street Project Assessment Refund - 104 1st St. S	10/30/25
Daniel & Tina Varness	E 403-43101-810 Refunds and Reimbursements	\$285.35	2024 Street Project Assessment Refund - 105 2nd St.	10/30/25
Daniel Lee	E 403-43101-810 Refunds and Reimbursements	\$135.86	2024 Street Project Assessment Refund - 106 1st St. S	10/30/25
David & Lynda Schlie	E 403-43101-810 Refunds and Reimbursements	\$115.31	2024 Street Project Assessment Refund - 110 Ann St.	10/30/25
Debbie Davis	E 403-43101-810 Refunds and Reimbursements	\$56.84	2024 Street Project Assessment Refund - 104 2nd St.	10/30/25
Diane Pitan	E 403-43101-810 Refunds and Reimbursements	\$294.11	2024 Street Project Assessment Refund - 206 Division	10/30/25
Emily Sailor	E 403-43101-810 Refunds and Reimbursements	\$70.57	2024 Street Project Assessment Refund - 209 Division	10/30/25
Eric & Abigail Hughes	E 403-43101-810 Refunds and Reimbursements	\$67.68	2024 Street Project Assessment Refund - 111 Ann St.	10/30/25
Ind. School District # 2143	E 403-43101-810 Refunds and Reimbursements	\$990.28	2024 Street Project Assessment Refund - 20.26.2.26.0	10/30/25
Ind. School District # 2143	E 403-43101-810 Refunds and Reimbursements	\$234.68	2024 Street Project Assessment Refund - 20.26.2.26.0	10/30/25
Ind. School District # 2143	E 403-43101-810 Refunds and Reimbursements	\$88.01	2024 Street Project Assessment Refund - 20.26.2.26.0	10/30/25
Ind. School District # 2143	E 403-43101-810 Refunds and Reimbursements	\$125.49	2024 Street Project Assessment Refund - 20.26.2.26.0	10/30/25
Ind. School District # 2143	E 403-43101-810 Refunds and Reimbursements	\$347.49	2024 Street Project Assessment Refund - 20.26.2.26.0	10/30/25
Ind. School District # 2143	E 403-43101-810 Refunds and Reimbursements	\$1,497.05	2024 Street Project Assessment Refund - 20.26.2.26.0	10/30/25
Jeffrey & Shelly Wenker	E 403-43101-810 Refunds and Reimbursements	\$248.00	2024 Street Project Assessment Refund - 203 Washing	10/30/25
Jerome & Marcheta Hurst	E 403-43101-810 Refunds and Reimbursements	\$41.66	2024 Street Project Assessment Refund - 107 Main St.	10/30/25
Jerry & Sharon Voegle	E 403-43101-810 Refunds and Reimbursements	\$89.90	2024 Street Project Assessment Refund - 300 2nd St.	10/30/25
Jonathan & Stacy Chmelik	E 403-43101-810 Refunds and Reimbursements	\$92.07	2024 Street Project Assessment Refund - 300 Division	10/30/25
Jonathan Miller	E 403-43101-810 Refunds and Reimbursements	\$107.59	2024 Street Project Assessment Refund - 105 1st St. S	10/30/25
Kathryn Anderson	E 403-43101-810 Refunds and Reimbursements	\$118.82	2024 Street Project Assessment Refund - 100 Main St.	10/30/25
Keith Saemrow	E 403-43101-810 Refunds and Reimbursements	\$116.29	2024 Street Project Assessment Refund - 301 Division	10/30/25
Kelly Kenow Jr.	E 403-43101-810 Refunds and Reimbursements	\$40.89	2024 Street Project Assessment Refund - 106 Franklin	10/30/25
Kristin & Bruce Velzke	E 403-43101-810 Refunds and Reimbursements	\$22.35	2024 Street Project Assessment Refund - 200 Franklin	10/30/25
Kurt & Charlene Hildebrandt	E 403-43101-810 Refunds and Reimbursements	\$215.44	2024 Street Project Assessment Refund - 201 Ann St.	10/30/25
Laurie Kolstad Trust	E 403-43101-810 Refunds and Reimbursements	\$187.00	2024 Street Project Assessment Refund - 103 2nd St.	10/30/25
Michael & Lynnette Bohner	E 403-43101-810 Refunds and Reimbursements	\$278.98	2024 Street Project Assessment Refund - 202 Washing	10/30/25
Mike O'Rourke & Sheri Gregor	E 403-43101-810 Refunds and Reimbursements	\$66.55	2024 Street Project Assessment Refund - 102 2nd St.	10/30/25
Nicholas & Laura Chadderdon	E 403-43101-810 Refunds and Reimbursements	\$308.60	2024 Street Project Assessment Refund - 205 Washing	10/30/25
RAMON MEDINA	E 403-43101-810 Refunds and Reimbursements	\$16.66	2024 Street Project Assessment Refund - 201 Main St.	10/30/25
Randy & Lisa Merritt	E 403-43101-810 Refunds and Reimbursements	\$233.31	2024 Street Project Assessment Refund - 200 Washing	10/30/25
Richard & Carolyn Gauthier	E 403-43101-810 Refunds and Reimbursements	\$178.34	2024 Street Project Assessment Refund - 304 2nd St.	10/30/25
Richard & Elizabeth Prescher	E 403-43101-810 Refunds and Reimbursements	\$298.04	2024 Street Project Assessment Refund - 103 Washing	10/30/25
Richard & Elizabeth Prescher	E 403-43101-810 Refunds and Reimbursements	\$244.56	2024 Street Project Assessment Refund - 101 Washing	10/30/25
Richard Randall	E 403-43101-810 Refunds and Reimbursements	\$80.09	2024 Street Project Assessment Refund - 106 Main St.	10/30/25
Robert Krenik	E 403-43101-810 Refunds and Reimbursements	\$125.09	2024 Street Project Assessment Refund - 103 1st St. S	10/30/25
Shane & Stephanie Ryman	E 403-43101-810 Refunds and Reimbursements	\$64.55	2024 Street Project Assessment Refund - 26 Main St. E	10/30/25
Thomas Lamont	E 403-43101-810 Refunds and Reimbursements	\$76.01	2024 Street Project Assessment Refund - 102 2nd St.	10/30/25
Tom & Kelli McMullen	E 403-43101-810 Refunds and Reimbursements	\$281.20	2024 Street Project Assessment Refund - 302 2nd St.	10/30/25
Toni Ahlman	E 403-43101-810 Refunds and Reimbursements	\$81.94	2024 Street Project Assessment Refund - 109 Ann St.	10/30/25
Troy & Kari Roth	E 403-43101-810 Refunds and Reimbursements	\$279.58	2024 Street Project Assessment Refund - 204 2nd St.	10/30/25
-E Expenditure		\$130,849.09		

Check/Receipt
Date

Search Name	Account Descr	Amount	Comments	
		\$145,692.67		



AGENDA MEMO

Agenda Item: Tree Pickup

To: City Council

From: Ellen Judd

Meeting Date: 11/3/2025

Meeting Type: Regular Meeting

Subject: Tree Pickup – Christmas Tree Pickup January 5th – 9th

Action Requested: Motion to approve public works staff to pick up Christmas trees that are left on the curb between 1/5/2026 at 8 a.m. through 1/9/2026 at 10 a.m. and bring them to the brush site.

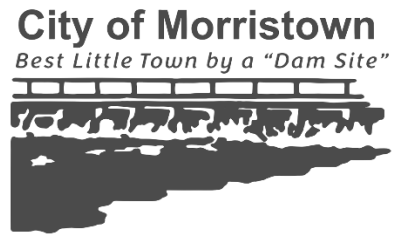
Staff Recommends: Approve

Committee Recommends:

Attachments:

Previous Council Action: Council approves each year.

Overview:



AGENDA MEMO

Agenda Item: Snow Removal

To: City Council

From: Ellen Judd

Meeting Date: 11/3/2025

Meeting Type: Regular Meeting

Subject: Snow Removal – Hire Contractor for City Snow Removal

Action Requested: Motion to approve the quote from Timm’s Trucking for city snow removal.

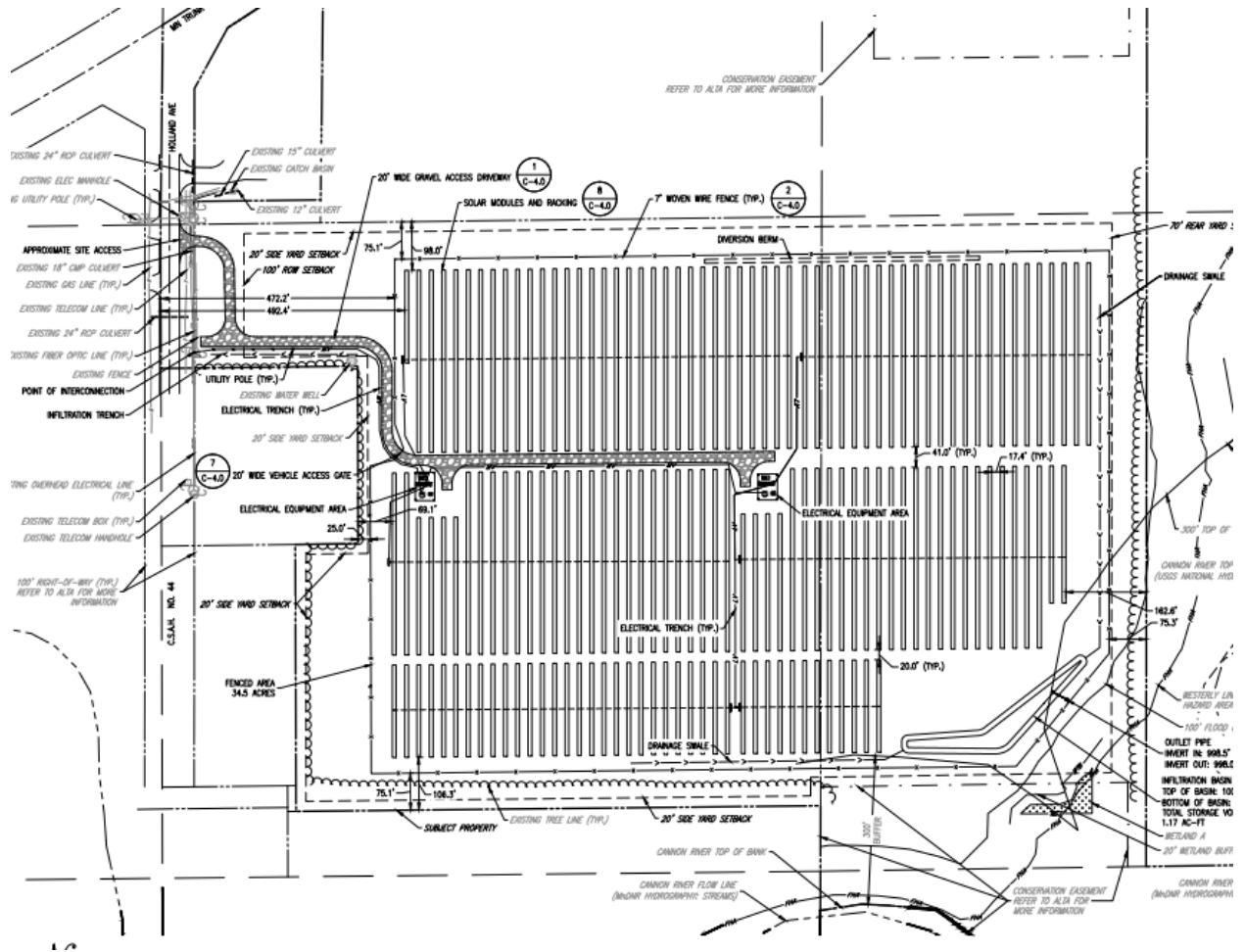
Staff Recommends: Approve

Committee Recommends:

Attachments:

Previous Council Action:

Overview: Dahle Enterprises, Sonny Brook, and Timm’s Trucking were asked if they would submit a quote for the city snow removal. Timm’s Trucking was the only interested party. The setup would be the same as last year. Timm’s would haul the snow from Division St, as well as piles for city staff if it’s a big snowfall. They can also be requested to help out plowing city streets if the mayor requests it.





24366 HOLLAND AVE.
MORRISTOWN, MN. 55052

PH: 507-685-2222 or 507-685-2265
FAX: 507-685-2367

DATE 10/27/2025

TO City of Morristown
motown@bevcomm.net

SUBJECT Quote
Winter 25-26

**The following is our quote for Snow Removal Services for the
Period of November 1, 2024 through April 15, 2025**

	Rate	Unit
* 1. Loader for snow removal (minimum of 4 yard bucket)	\$ 145.00	Hour
* 2. Truck - hauling snow (minimum capacity of 16 yds. dump)	\$ 115.00	Hour
3. Snow Plowing – Grader w/wing 185HP	\$ 150.00	Hour
4. Dump Truck w/ plow and wing	\$ 140.00	Hour
5. Pick up Plow - 9Ft minimum	\$ 105.00	Hour
6. Compact loader with 8' snow bucket	\$ 130.00	Hour
7. Skid loader with 8' snow bucket	\$ 130.00	Hour
8. Sand spreader	\$ 110.00	Hour
9. Salt Sand	\$ 60.00	Ton

Our current certificate of Insurance is on file with the City

*** Note: We would have a space available to pile snow on our property**

Hauling & hourly rates maybe subject to a fuel surcharge if diesel exceeds benchmark price.
For every \$.20 above benchmark, hauling charge will go up \$.07/ ton or \$.10/CY,
hourly rates will go up \$1.00/Hr. Fuel costs will be based on retail price of no. 2 deisel fuel
published each Monday at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp> for the Midwest Region.

Bench Mark

4.00

Price adjustment

Fuel cost range		Ton	CY	Hourly
4.00	4.19	0.07	0.10	1.00
4.20	4.39	0.14	0.20	2.00
4.40	4.59	0.21	0.30	3.00
4.60	4.79	0.28	0.40	4.00
4.80	4.99	0.35	0.50	5.00

Signed _____



AGENDA MEMO

Agenda Item: MN Paid Leave

To: City Council

From: Ellen Judd

Meeting Date: 11/3/2025

Meeting Type: Regular Meeting

Subject: MN Paid Leave – Employee Handbook Minnesota Paid Leave Addition

Action Requested: Motion to approve the new language addition for Minnesota Paid Leave to the employee handbook.

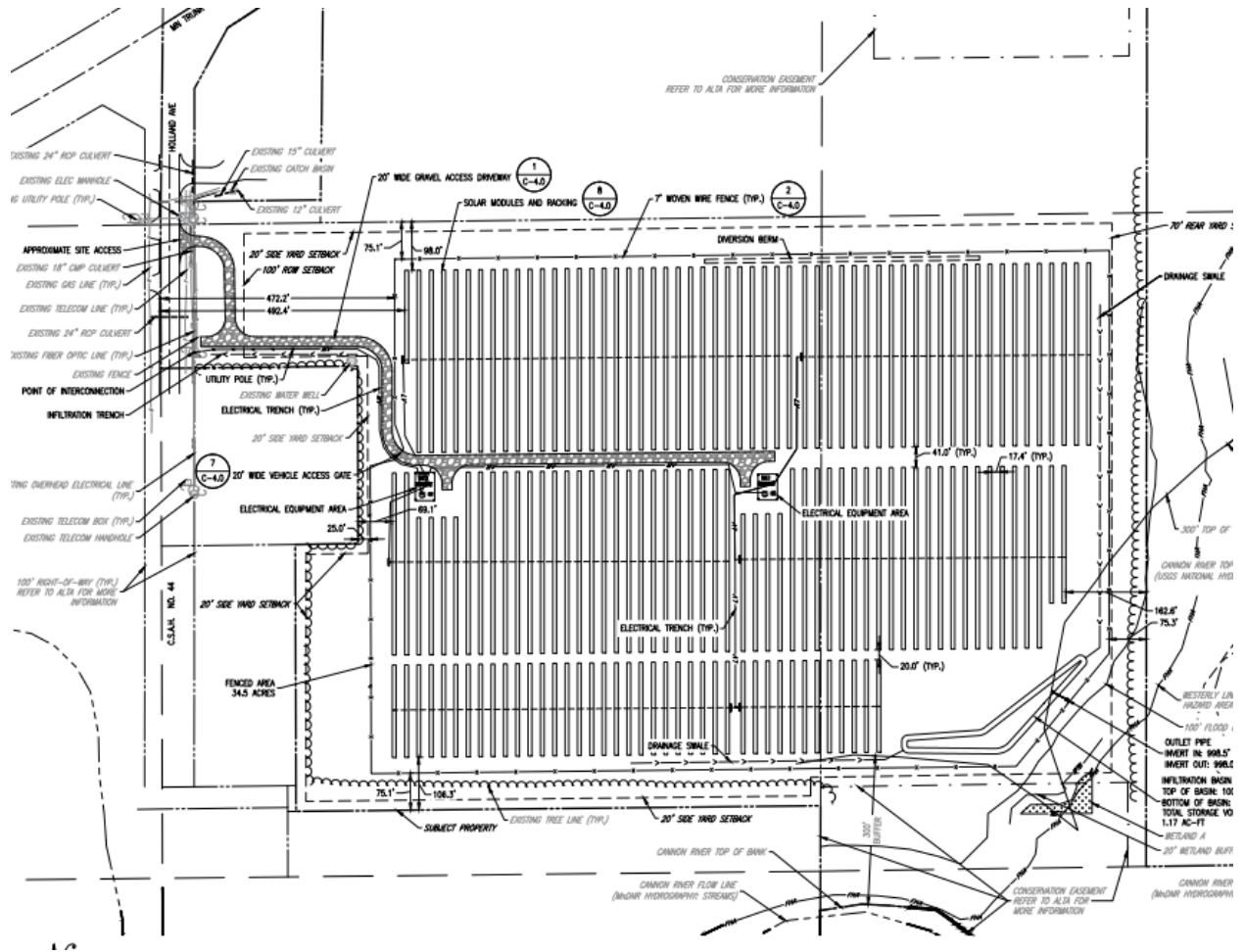
Staff Recommends: Approve

Committee Recommends:

Attachments:

Previous Council Action:

Overview: City Council approved the rate and plan for MN Paid Leave, now it just needs to be entered into the employee handbook.



CITY OF MORRISTOWN

Minnesota Paid Leave

Overview

The city provides time off to eligible employees who qualify for Minnesota Paid Leave (MNPL) benefits under Minnesota law. The city of Morristown is a participant in the State of Minnesota's Paid Leave program. MNPL benefits are funded through premium contributions payable to the State of Minnesota. The premium cost will be split between the city and employee as follows: The city of Morristown will pay 50% of the required premium and employees will pay 50% of the premium cost through payroll deductions starting January 1, 2026.

Eligibility

Eligibility determinations for MNPL benefits are made by the State of Minnesota.

Benefit Amount

An employee's weekly MNPL benefits are calculated and determined by the Minnesota Department of Employment and Economic Development (DEED).

Leave Entitlement and Usage

The State of Minnesota may approve MNPL leave for the following conditions in a benefit year:

- A. Up to 12 weeks of medical leave (for yourself) to take care of yourself for a serious health condition, including pregnancy, childbirth, recovery, or surgery.
- B. Up to 12 weeks of family leave to:
 - a. Bond with a child through birth, adoption, or foster placement
 - b. Care for a family member with a serious health condition
 - c. Support a military family member called to active duty
 - d. Receive covered types of care for yourself or a family member because of domestic abuse, sexual assault, or stalking

You can take both types of leave in the same year, but you cannot exceed 20 weeks total within a single benefit year. For example, an employee may be entitled to 12 weeks of family leave to bond with a child and another 8 weeks of medical leave for their serious health condition. Your benefit year starts the first day you take Paid Leave. There is no waiting period for MNPL if you are granted the benefit.

MNPL Intermittent Leave

Employees may apply for intermittent leave in most cases, provided the leave is reasonable and appropriate to the needs of the individual requiring care.

- A. Eligibility: In addition to the other eligibility requirements under the MN Paid Leave law, employees seeking intermittent leave must have at least eight hours of accumulated leave (unless more than 30 days have lapsed since taking the initial leave).
- B. Notice: In situations where employees seek MNPL on an intermittent basis, employees must make a reasonable effort to provide written notice to the City Administrator of the need for intermittent leave before applying for MNPL benefits through the State program. As part of the notice, employees must provide the city with the following:
 - a. proposed intermittent leave schedule; and

EMPLOYEE PERSONNEL POLICY

b. a completed certification from a health care provider identifying the leave as necessary and a reasonable estimate of the frequency and duration and treatment schedule for the leave.

C. *Increments of Leave & Maximum Number of Hours:* Consistent with other forms of leave provided by the city, employees may take intermittent leave in increments of one calendar day. If eligible for intermittent leave, the city allows a maximum of 480 hours of intermittent leave in any 12-month period. After reaching the maximum amount of allowed intermittent leave, employees may request continuous MNPL provided the continuous leave does not exceed the maximum amount of MNPL allowed by law.

Definitions

FAMILY MEMBER. Includes: Spouse or partner, child (including biological, adopted, step, or foster children, or a child you raise even if you are not legally related), parent or person who raised you, sibling, grandchild or grandparent, in-laws (including son, daughter, father, or mother), anyone close to you who depends on you like family, even if not related by blood.

A SERIOUS HEALTH CONDITION. A physical or mental illness, injury, impairment, condition, or substance use disorder. Taking care of yourself for this serious condition may involve evaluation, treatment, inpatient care, recovery, or not being able to perform regular work, attend school, or do regular daily activities. This includes childbirth, conditions related to pregnancy, or surgery.

Notice

Prior to starting a claim with the State, employees should reach out to the City Administrator to notify your intention to take leave. If the need is foreseeable, we ask that you provide at least two-weeks notice prior to taking leave. If the leave is not foreseeable you will still be able to take leave under MNPL and we ask that you provide as much notice as possible.

How to Apply for Minnesota Paid Leave

After your leave has been discussed you may apply for MNPL through the Minnesota Paid Leave's portal online or via their phone provided.
<https://mn.gov/deed/paidleave/employees/faq/>

Interaction with Other Laws and Benefits

MNPL will run concurrently with any leave and/or wage supplement for which you may be eligible for under local, state, or federal law which may include Family and Medical Leave Act (FMLA).

Supplementing MNPL Benefits with Accrued Paid Leave

If you are receiving MNPL benefits, the city allows you to supplement, or "top off," your MNPL benefits with any accrued but unused paid leave. If you choose to supplement your MNPL benefits in this way, the combined weekly sum of MNPL benefits and city-provided paid leave benefits cannot exceed your Individual Average Weekly Wage (IAWW). For more information, contact the City Administrator.

Maintaining Health Insurance Stipend During Leave

The city will continue to provide the health insurance stipend for an employee on MNPL under the same conditions as the coverage was provided before the employee took leave.

Reinstatement

CITY OF MORRISTOWN

Upon return from covered MNPL, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit, and seniority credit as of the date of leave as long as you have worked for the city for a minimum of 90 calendar days.

Upon return to work, if it becomes evident that the employee is unable to perform the key essential functions of their position (with or without reasonable accommodation), the city may engage in an interactive process, consistent with the American with Disability Act (ADA) and/or Minnesota Human Rights Act (MHRA) and other applicable workplace policies, including workplace safety protocols, to determine appropriate next steps.

Retaliation

The city will not interfere or retaliate against employees who request or take leave in accordance with the MN Paid Leave law.

Long Term Absence (LTA)

Employees may accumulate unused hours of paid absence for use in future years. LTA time is accumulated by transferring unused PTO, any excess of 120 hours at the end of the year. LTA time accumulates until needed by the employee. Accumulated LTA may be used only for absences or events which result in absences totaling 5 days or more, and which result from:

- i. Extended sickness or injury of the employee or a member of the employee's immediate family, including family and medical leave;
- ii. Death, funeral, or estate settlement in the employee's immediate family;
- iii. Special circumstances, approved by the City Administrator, and/or appointed department council member.

Any LTA that is a result of the employee's illness will require presentation of a doctor's certification upon return to work, that the employee is able to return to work.

Any long-term absence resulting in more than 2 weeks absence from work requires that the employee request a leave of absence. Unused LTA is not paid to the employee at termination but is permanent until used or termination occurs. When LTA use is approved for a circumstance, the maximum amount which can be used for that circumstance is 12 weeks (480 hours for a person working full time).

Personal Time Off (PTO)

The following is the PTO schedule.

Years of Service	Accrual Per Month	Total Per Year	May Not Accrue More Than
0-3 years	15 hours	180 hours, 18 days	140 hours
4-8 years	18.34 hours	220 hours, 27.5 days	200 hours
9-14 years	21.67 hours	260 hours, 32.5 days	240 hours

Eligibility

Full-time employees will earn PTO in accordance with the above schedule.

Accrual Rate

For the purpose of determining an employee's PTO accrual rate, years of service will include all continuous time that the employee has worked at the city (including authorized unpaid leave). Employees who are



AGENDA MEMO

Agenda Item: ACH

To: City Council

From: Ellen Judd

Meeting Date: 11/3/2025

Meeting Type: Regular Meeting

Subject: ACH – Adoption of ACH Policy

Action Requested: Motion to approve adoption of the ACH Policy.

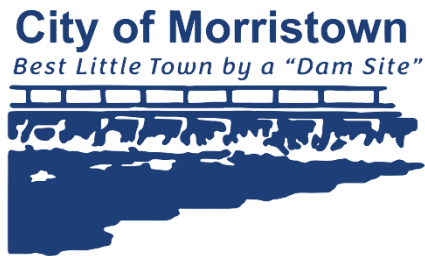
Staff Recommends: Approve

Committee Recommends:

Attachments: ACH Policy

Previous Council Action:

Overview: Vendors have been approved in the past for ACH payment, however a policy never existed and tracking the vendors that were approved has been difficult. Creating a policy and adding it to our Comprehensive Policy Manual should fix those issues.



ELECTRONIC FUNDS TRANSFER (EFT) & AUTOMATED CLEARING HOUSE (ACH) POLICY

PURPOSE.

This policy establishes general guidelines for using electronic funds transfers (EFT's) and/or automated clearing houses (ACH's) including wire transfers for payables and receivables.

The primary goal of this policy is to ensure that use of electronic funds transfers and receipts are initiated, executed and approved in a secure manner. The factors include security, efficiency and cost effectiveness and the manner, type of transfer, and the methods used to communicate instructions with the City's bank.

This policy also identifies the proper documents to be completed by departments who might have an EFT/ACH request or receipt. Completion of the form and documentation will ensure faster and more accurate receipts and payments and establish an audit trail to track and report on the flow of funds.

The policy will identify responsibilities for all individuals in the process of EFT/ACH transfer activities.

GUIDELINES.

The City recognizes that from time to time, it may be beneficial and/or required to use EFT and/or ACH for receipts and deposits instead of checks for the paying of vendor claims, bond and debt obligation payments, purchases, investments (selling/purchasing), and State and Federal payroll taxes.

Per MN Statue 471.381, the City Council hereby authorizes the use of EFT and/or ACH for the following areas:

- ACH (Payments Made from City Accounts)
 - Each vendor shall be approved by City Council by Resolution prior to the first payment by ACH.
 - Approved vendors will be added to the bottom of the approved policy with the date they were approved.
- EFT/ACH Procedures
 - Wire transfers will be drafted and initiated by the City Clerk/Treasurer or City Administrator and delivered to the bank that holds the City's funds where money will be taken from.

- A copy of the wire transfers that is submitted to the bank shall be kept for processing within the City's accounting system.
- Other electronic transfers, such as utility billing, may be conducted by internal city staff with the monitoring of the City Clerk/Treasurer or City Administrator.
- The City Clerk/Treasurer or City Administrator may accept and make payment by EFT/ACH/wire transfer, and these transactions are subject to the same approval requirements as any paper transactions.
- Any payment made by ACH must have documentation to be assigned a transaction number, entered into the designated accounting system, and filed with the monthly payment vouchers.
- Payments received by EFT will be entered into the City's accounting system. Documentation will be filed in the appropriate place after entry.
- EFT/ACH payments will not be authorized for vendors outside of the United States.

APPROVED VENDOR LIST

Name	Date Approved
PERA	3/3/2025
MN Department of Revenue	3/3/2025
IRS	3/3/2025
Lincoln National	3/3/2025
Bevcomm	3/3/2025
CenterPoint Energy	3/3/2025
Community Co-op	3/3/2025
EO Johnson	3/3/2025
Verizon Wireless	3/3/2025
Xcel Energy	3/3/2025

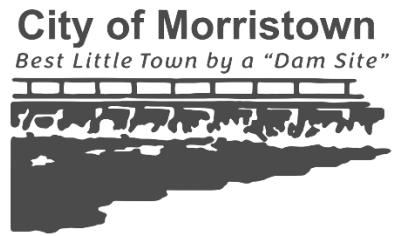
Adopted by the City Council of the City of Morristown this 3rd day of November 2025.

By:

ATTEST:

Tim Flaten, Mayor

Cassie Eldeen, City Clerk



AGENDA MEMO

Agenda Item: Resolution 2025-30

To: City Council

From: Ellen Judd

Meeting Date: 11/3/2025

Meeting Type: Regular Meeting

Subject: Resolution 2025-30 – Approving Archambault’s as a new ACH Vendor

Action Requested: Motion to approve Resolution 2025-30 Approving Archambault’s as a new ACH Vendor.

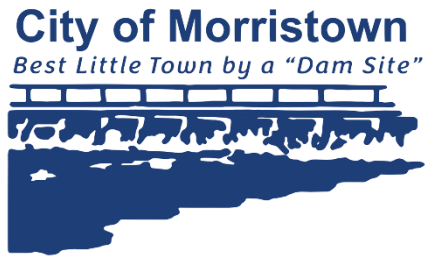
Staff Recommends: Approve

Committee Recommends:

Attachments: Resolution 2025-30 – Approving Archambault’s as a new ACH Vendor

Previous Council Action:

Overview: It’s hard to pay the Archambault’s bill on time due to the small window between receiving the bill and them receiving our check. Have tried emailed bills with limited success. We would like to ensure the bill is paid on time.



RESOLUTION 2025-30
CITY OF MORRISTOWN, RICE COUNTY, MINNESOTA

APPROVING NEW AUTOMATED CLEARING HOUSE PAYMENT VENDOR

WHEREAS, The City Council of the City of Morristown acknowledges the need for ACH payments for claims such as payroll, tax withholdings, sales tax, and other required payments, and payments which are recurring and need to be paid in an expedited manner; and,

WHEREAS, per MN Statute 471.381, the Morristown City Council hereby authorizes the use of ACH payments for Archambault's Disposal;

WHEREAS, the City Council has approved an Automated Clearing House Payment Policy that authorizes said electronic fund transfers from the official depository to the designated establishments; and,

WHEREAS, in the event that new electronic fund transfers are to be initiated on behalf of the City, the City Council must hereby approve and authorize the vendor to be used.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Clerk and City Administrator to make such payments to Archambault's Disposal by ACH rather than paper check. All such payments, for the amount listed on the statement, may be made in advance of Mayoral approval. All transactions must be approved by the Mayor and City Council within the month.

Adopted by the City Council of the City of Morristown this 3rd day of November 2025.

By:

ATTEST:

Tim Flaten, Mayor

Cassie Eldeen, City Clerk



AGENDA MEMO

Agenda Item: Ordinance 2025-6

To: City Council

From: Ellen Judd

Meeting Date: 11/3/2025

Meeting Type: Regular Meeting

Subject: Ordinance 2025-6 – Right-of-Way Ordinance

Action Requested: Motion to approve posting Ordinance 2025-6 – Right-of-Way Ordinance for 10 days on the City's official posting boards and website.

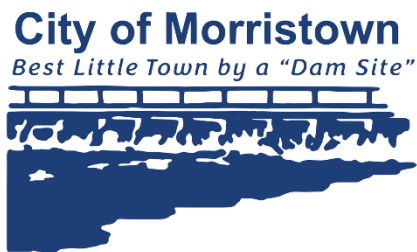
Staff Recommends: Approve

Committee Recommends:

Attachments: Ordinance 2025-6 – Right-of-Way Ordinance

Previous Council Action: Discussed creating a right-of-way ordinance at work session.
Approved to be posted for 10 days.

Overview: Has been posted and is ready to be approved.



ORDINANCE NO. 2025-6

CITY OF MORRISTOWN, RICE COUNTY, MINNESOTA

**AN ORDINANCE TO ENACT A NEW CHAPTER OF THE CODE OF ORDINANCES
TO ADMINISTER AND REGULATE THE PUBLIC RIGHTS-OF-WAY IN THE
PUBLIC INTEREST, AND TO PROVIDE FOR THE ISSUANCE AND REGULATION
OF RIGHT-OF-WAY PERMITS**

**THE CITY COUNCIL OF THE CITY OF MORRISTOWN, RICE COUNTY,
MINNESOTA ORDAINS:**

- 1. Morristown City Code Chapter 53 is hereby created and the same shall be inserted into the Morristown City Code as follows:**

“CHAPTER 53: RIGHT OF WAY

§ 53.01 FINDINGS, PURPOSE, AND INTENT

- (A) To provide for the health, safety, and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the rights-of-way, the city strives to keep its rights-of-way in a state of good repair and free from unnecessary encumbrances.
- (B) Accordingly, the city hereby enacts this new chapter of this code relating to right-of-way permits and administration. This chapter imposes reasonable regulation on the placement and maintenance of facilities and equipment currently within its rights-of-way or to be placed therein at some future time. It is intended to complement the regulatory roles of state and federal agencies. Under this chapter, persons excavating and obstructing the rights-of-way will bear financial responsibility for their work. Finally, this chapter provides for recovery of out-of-pocket and projected costs from persons using the public rights-of-way.
- (C) This chapter shall be interpreted consistently with Minnesota Statutes, sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the “Act”) and the other laws governing applicable rights of the city and users of the right-of-way. This chapter shall also be interpreted consistent with Minn. R. 7819.0050–7819.9950 and Minn. R., ch. 7560 where possible. To the extent any provision of this chapter cannot be interpreted consistently with the Minnesota Rules, that interpretation most consistent with the Act and other applicable statutory and case law is intended. This chapter shall not be interpreted to limit the regulatory and police powers of the city to adopt and enforce general ordinances necessary to protect the health, safety, and welfare of the public.

§ 53.02 ELECTION TO MANAGE THE PUBLIC RIGHTS-OF-WAY

Pursuant to the authority granted to the city under state and federal statutory, administrative and common law, the city hereby elects, pursuant to Minn. Stat. 237.163 subd. 2(b), to manage rights-of-way within its jurisdiction.

§ 53.03 DEFINITIONS

The following definitions apply in this chapter of this code. References hereafter to “sections” are, unless otherwise specified, references to sections in this chapter. Defined terms remain defined terms, whether or not capitalized.

ABANDONED FACILITY. A facility no longer in service or physically disconnected from a portion of the operating facility, or from any other facility, that is in use or still carries service. A facility is not abandoned unless declared so by the right-of-way user.

APPLICANT. Any person requesting permission to excavate, obstruct, or otherwise place facilities in a right-of-way.

CITY. The city of Morristown, Minnesota. For purposes of section 53.29, city also means the City’s elected officials, officers, employees, and agents.

COLLOCATE OR COLLOCATION. To install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing wireless support structure or utility pole that is owned privately, or by the city or other governmental unit.

COMMISSION. The State of Minnesota Public Utilities Commission.

CONSTRUCTION PERFORMANCE BOND. Any of the following forms of security provided at permittee’s option:

- Individual project bond;
- Cash deposit;
- Security of a form listed or approved under Minn. Stat. § 15.73, subd. 3;
- Letter of Credit, in a form acceptable to the city;
- Self-insurance, in a form acceptable to the city; A blanket bond for projects within the city, or other form of construction bond, for a time specified and in a form acceptable to the city.

DEGRADATION. A decrease in the useful life of the right-of-way caused by excavation in or disturbance of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation or disturbance did not occur.

DEGRADATION COST. Subject to Minn. R. 7819.1100, means the cost to achieve a level of restoration, as determined by the city at the time the permit is issued, not to exceed the maximum restoration shown in plates 1 to 13, set forth in Minn. R., parts 7819.9900 to 7819.9950.

DEGRADATION FEE. The estimated fee established at the time of permitting by the city to recover costs associated with the decrease in the useful life of the right-of-way caused by the excavation, and which equals the degradation cost.

DEPARTMENT. The department of public works of the city.

DIRECTOR. The Public Works Director of the city, or her or his designee.

DELAY PENALTY. The penalty imposed as a result of unreasonable delays in right-of-way excavation, obstruction, patching, or restoration as established by permit.

EMERGENCY. A condition that;

- (1) Poses a danger to life or health, or of a significant loss of property; or
- (2) Requires immediate repair or replacement of facilities in order to restore service to a

customer.

EQUIPMENT. Any tangible asset used to install, repair, or maintain facilities in any right-of-way.

EXCAVATE. To dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

EXCAVATION PERMIT. The permit which, pursuant to this chapter, must be obtained before a person may excavate in a right-of-way. An Excavation permit allows the holder to excavate that part of the right-of-way described in such permit.

EXCAVATION PERMIT FEE. Money paid to the city by an applicant to cover the costs as provided in Section 53.13.

FACILITY OR FACILITIES. Any tangible asset in the right-of-way used to provide Utility or Telecommunications Service.

FIVE-YEAR PROJECT PLAN. Shows projects adopted by the city for construction within the next five years.

LOCAL REPRESENTATIVE. A local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this chapter.

MANAGEMENT COSTS. The actual costs the city incurs in managing its rights-of-way, including such costs, if incurred, as those associated with registering applicants; issuing, processing, and verifying right-of-way or small wireless facility permit applications; inspecting job sites and restoration projects; maintaining, supporting, protecting, or moving user facilities during right-of-way work; determining the adequacy of right-of-way restoration; restoring work inadequately performed after providing notice and the opportunity to correct the work; and revoking right-of-way or small wireless facility permits. Management costs do not include payment by a telecommunications right-of-way user for the use of the right-of-way, unreasonable fees of a third-party contractor used by the city including fees tied to or based on customer counts, access lines, or revenues generated by the right-of-way or for the city, the fees and cost of litigation relating to the interpretation Minn. Stat. §§ 237.162 or 237.163; or any ordinance enacted under those sections, or the city fees and costs related to appeals taken pursuant to § 53.31 of this chapter.

OBSTRUCT. To place any tangible object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way, or so as to hinder maintenance of any city asset.

OBSTRUCTION PERMIT. The permit which, pursuant to this chapter, must be obtained before a person may obstruct a right-of-way, allowing the holder to hinder free and open passage over the specified portion of that right-of-way, for the duration specified therein.

OBSTRUCTION PERMIT FEE. Money paid to the city by a permittee to cover the costs as provided in § 53.13.

PATCH OR PATCHING. A method of pavement replacement that is temporary in nature. A patch consists of;

- (1) The compaction of the subbase and aggregate base, and
- (2) The replacement, in kind, of the existing pavement for a minimum of two feet beyond the edges of the excavation in all directions. A patch is considered full restoration only when the pavement is included in the city's five-year project plan.

PAVEMENT. Any type of improved surface that is within the public right-of-way and that is paved or otherwise constructed with bituminous, concrete, aggregate, or gravel.

PERMIT. Has the meaning given “right-of-way permit” in this ordinance.

PERMITTEE. Any person to whom a permit to excavate or obstruct a right-of-way has been granted by the city under this chapter.

PERSON. An individual or entity subject to the laws and rules of this state, however organized, whether public or private, whether domestic or foreign, whether for profit or nonprofit, and whether natural, corporate, or political.

PROBATION. The status of a person that has not complied with the conditions of this chapter.

PROBATIONARY PERIOD. One year from the date that a person has been notified in writing that they have been put on probation.

REGISTRANT. Any person who

- (1) Has or seeks to have its equipment or facilities located in any right-of-way, or
- (2) In any way occupies or uses, or seeks to occupy or use, the right-of-way or place its facilities or equipment in the right-of-way.

RESTORE OR RESTORATION. The process by which an excavated right-of-way and surrounding area, including pavement and foundation, is returned to the same condition and life expectancy that existed before excavation.

RESTORATION COST. The amount of money paid to the city by a permittee to achieve the level of restoration according to plates 1 to 13 of Minnesota Public Utilities Commission rules.

PUBLIC RIGHT-OF-WAY OR RIGHT-OF-WAY. The area on, below, or above a public roadway, highway, street, cartway, bicycle lane, or public sidewalk in which the city has an interest, including other dedicated rights-of-way for travel purposes and utility easements of the city. A right-of-way does not include the airwaves above a right-of-way with regard to cellular or other non-wire telecommunications or broadcast service.

RIGHT-OF-WAY PERMIT. Either the excavation permit, the obstruction permit, the small cell permit, or any combination thereof depending on the context, required by this chapter.

RIGHT-OF-WAY USER.

- (1) A telecommunications right-of-way user as defined by Minn. Stat., § 237.162, subd. 4; or
- (2) A person owning or controlling a facility in the right-of-way that is used or intended to be used for providing utility service, and who has a right under law, franchise, or ordinance to use the public right-of-way.

SERVICE OR UTILITY SERVICE. Includes;

- (1) Those services provided by a public utility as defined in Minn. Stat. 216B.02, subds. 4 and 6;
- (2) Services of a telecommunications right-of-way user, including transporting of voice or data information;
- (3) Services of a cable communications systems as defined in Minn. Stat. ch. 238;
- (4) Natural gas or electric energy or telecommunications services provided by the city;
- (5) Services provided by a cooperative electric association organized under Minn. Stat., ch. 308A; and

- (6) Water, sewer, and storm water, including service laterals, steam, cooling, or heating services.

SERVICE LATERAL. An underground facility that is used to transmit, distribute, or furnish gas, electricity, communications, or water from a common source to an end-use customer. A service lateral is also an underground facility that is used in the removal of wastewater or storm water from a customer's premises.

SMALL WIRELESS FACILITY. A wireless facility that meets both of the following qualifications:

- (1) Each antenna is located inside an enclosure of no more than six cubic feet in volume or could fit within such an enclosure; and
- (2) All other wireless equipment associated with the small wireless facility provided such equipment is, in aggregate, no more than 28 cubic feet in volume, not including electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment.

SUPPLEMENTARY APPLICATION. An application made to excavate or obstruct more of the right-of-way than allowed in, or to extend, a permit that had already been issued.

TEMPORARY SURFACE. The compaction of subbase and aggregate base and replacement, in kind, of the existing pavement only to the edges of the excavation. It is temporary in nature except when the replacement is of pavement included in the city's two-year plan, in which case it is considered full restoration.

TRENCH. An excavation in the pavement, with the excavation having a length equal to or greater than the width of the pavement.

TELECOMMUNICATIONS RIGHT-OF-WAY USER. A person owning or controlling a facility in the right-of-way, or seeking to own or control a facility in the right-of-way that is used or is intended to be used for providing wireless service, or transporting telecommunication or other voice or data information. For purposes of this chapter, a cable communication system defined and regulated under Minn. Stat. ch. 238, and telecommunication activities related to providing natural gas or electric energy services, a public utility as defined in Minn. Stat. § 216B.02, a municipality, a municipal gas or power agency organized under Minn. Stat. ch. 453 and 453A, or a cooperative electric association organized under Minn. Stat. ch. 308A, are not telecommunications right-of-way users for purposes of this chapter except to the extent such entity is offering wireless service.

TWO YEAR PROJECT PLAN. Shows projects adopted by the city for construction within the next two years.

UTILITY POLE. A pole that is used in whole or in part to facilitate telecommunications or electric service.

WIRELESS FACILITY. Equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network, including equipment associated with wireless service, a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility, but not including wireless support structures, wireline backhaul facilities, or cables between utility poles or wireless support structures, or not otherwise immediately adjacent to

and directly associated with a specific antenna.

WIRELESS SERVICE. Any service using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or by means of a mobile device, that is provided using wireless facilities. Wireless service does not include services regulated under Title VI of the Communications Act of 1934, as amended, including cable service.

WIRELESS SUPPORT STRUCTURE. A new or existing structure in a right-of-way designed to support or capable of supporting small wireless facilities, as reasonably determined by the city.

§ 53.04 ADMINISTRATION

The City Administrator, or as otherwise designated by the city council, is the principal city official responsible for the administration of the rights-of-way, right-of-way permits, and the ordinances related thereto. The City Administrator may delegate any or all of the duties hereunder.

§ 53.05 UTILITY COORDINATION COMMITTEE

The city may create an advisory utility coordination committee. Participation on the committee is voluntary. It will be composed of any registrants that wish to assist the city in obtaining information and, by making recommendations regarding use of the right-of-way, and to improve the process of performing construction work therein. The city may determine the size of such committee and shall appoint members from a list of registrants that have expressed a desire to assist the city.

§ 53.06 REGISTRATION AND RIGHT-OF-WAY OCCUPANCY

- (A) *Registration.* Each person authorized to occupy or use, or seeks to occupy or use, the right-of-way or place any equipment or facilities in or on the right-of-way, including persons with installation and maintenance responsibilities by lease, sublease, or assignment, must register with the city. Registration will consist of providing application information.
- (B) *Registration Prior to Work.* No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof, in any right-of-way without first being registered with the city.
- (C) *Exceptions.* Nothing herein shall be construed to repeal or amend the provisions of a city ordinance permitting persons to plant or maintain boulevard plantings or gardens in the area of the right-of-way between their property and the street curb. Persons planting or maintaining boulevard plantings or gardens shall not be deemed to use or occupy the right-of-way, and shall not be required to obtain any permits or satisfy any other requirements for planting or maintaining such boulevard plantings or gardens under this chapter. However, nothing herein relieves a person from complying with the provisions of the Minn. Stat. ch. 216D, Gopher One Call Law.

§ 53.07 REGISTRATION INFORMATION

- (A) *Information Required.* Registration shall be requested on an application form produced by the City. The information provided to the city at the time of registration shall include, but not be limited to:
 - (1) Each registrant's name, Gopher One-Call registration certificate number, address and email address, if applicable, and telephone and facsimile numbers.
 - (2) The name, address, and email address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or designee shall be available at all times. Current information regarding how to contact the local representative in an emergency

shall be provided at the time of registration.

(3) A certificate of insurance or self-insurance:

- (a) Verifying that an insurance policy has been issued to the registrant by an insurance company licensed to do business in the state of Minnesota, or a form of self-insurance acceptable to the city;
- (b) Verifying that the registrant is insured against claims for personal injury, including death, as well as claims for property damage arising out of the
 - (i.) use and occupancy of the right-of-way by the registrant, its officers, agents, employees, and permittees, and
 - (ii.) placement and use of facilities and equipment in the right-of-way by the registrant, its officers, agents, employees, and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground facilities, and collapse of property;
- (c) Naming the city as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages;
- (d) Requiring that the city be notified thirty (30) days in advance of cancellation of the policy or material modification of a coverage term; and
- (e) Indicating comprehensive liability coverage, automobile liability coverage, workers' compensation and umbrella coverage established by the city in amounts sufficient to protect the city and the public and to carry out the purposes and policies of this chapter.
- (f) The city may require a copy of the actual insurance policies.
- (g) If the person is a corporation, a copy of the certificate is required to be filed under state law as recorded and certified to by the secretary of state. A copy of the person's order granting a certificate of authority from the Minnesota Public Utilities Commission or other authorization or approval from the applicable state or federal agency to lawfully operate, where the person is lawfully required to have such authorization or approval from said commission or other state or federal agency.

(4) Any other information deemed necessary by the City Administrator to adequately protect the health, safety, and welfare of the city.

- (B) *Notice of Changes.* The registrant shall keep all of the information listed above current at all times by providing to the city information as to changes within fifteen (15) days following the date on which the registrant has knowledge of any change.

§ 53.08 REPORTING OBLIGATIONS

- (A) *Operations.* Each registrant shall, at the time of registration and by December 1 of each year, file a construction and major maintenance plan for underground facilities with the city. Such plan shall be submitted using a format designated by the city and shall contain the information determined by the city to be necessary to facilitate the coordination and reduction in the

frequency of excavations and obstructions of rights-of-way. The plan shall include, but not be limited to, the following information:

- (1) The locations and the estimated beginning and ending dates of all projects to be commenced during the next calendar year (in this section, a “next-year project”); and
- (2) To the extent known, the tentative locations and estimated beginning and ending dates for all projects contemplated for the five years following the next calendar year (in this section, a “five-year project”).
 - (a) The term “project” in this section shall include both next-year projects and five-year projects.
 - (b) By January 1 of each year, the city will have available for inspection in the city’s office a composite list of all projects of which the city has been informed of the annual plans. All registrants are responsible for keeping themselves informed of the current status of this list.
 - (c) Thereafter, by February 1, each registrant may change any project in its list of next-year projects, and must notify the city and all other registrants of all such changes in said list. Notwithstanding the foregoing, a registrant may at any time join in a next-year project of another registrant listed by the other registrant.

(B) *Additional Next-Year Projects.* Notwithstanding the foregoing, the city will not deny an application for a right-of-way permit for failure to include a project in a plan submitted to the city if the registrant has used commercially reasonable efforts to anticipate and plan for the project.

§ 53.09 PERMIT REQUIREMENT

(A) *Permit Required.* Except as otherwise provided in this code, no person may obstruct or excavate any right-of-way, or install or place facilities in the right-of-way, without first having obtained the appropriate right-of-way permit from the city to do so.

- (1) *Excavation Permit.* An excavation permit is required by a registrant to excavate that part of the right-of-way described in such permit and to hinder free and open passage over the specified portion of the right-of-way by placing facilities described therein, to the extent and for the duration specified therein.
- (2) *Obstruction Permit.* An obstruction permit is required by a registrant to hinder free and open passage over the specified portion of right-of-way by placing equipment described therein on the right-of-way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid excavation permit for the same project.
- (3) *Small Wireless Facility Permit.* A small wireless facility permit is required by a registrant to erect or install a wireless support structure, to collocate a small wireless facility, or to otherwise install a small wireless facility in the specified portion or the right-of-way, to the extent specified therein, provided that such permit shall remain in effect for the length of time the facility is in use, unless lawfully revoked.

(B) *Permit Extensions.* No person may excavate or obstruct the right-of-way beyond the date or dates specified in the permit unless

- i. Such person makes a supplementary application for another right-of-way permit before the expiration of the initial permit, and
 - ii. A new permit or permit extension is granted.
- (C) *Delay Penalty.* In accordance with Minn. Rule 7819.1000 subp. 3 and notwithstanding paragraph (B) of this Section, the city shall establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration. The delay penalty shall be established from time to time by City Council resolution.
- (D) *Permit Display.* Permits issued under this chapter shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the city.

§ 53.10 PERMIT APPLICATIONS

Application for a permit is made to the city on city-issued forms. Right-of-way permit applications shall contain, and will be considered complete only upon compliance with, the requirements of the following provisions:

- (A) Registration with the city pursuant to this chapter.
- (B) Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities and all other information deemed relevant by the Director.
- (C) Payment of money due the city for:
 - 1. Permit fees, estimated restoration costs, and other management costs;
 - 2. Prior obstructions or excavations;
 - 3. Any undisputed loss, damage, or expense suffered by the city because of applicant's prior excavations or obstructions of the rights-of-way or any emergency actions taken by the city;
 - 4. Franchise fees or other charges, if applicable.
- (D) Payment of disputed amounts due the city by posting security or depositing in an escrow account an amount equal to at least 110 percent of the amount owing.
- (E) Posting an additional or larger construction performance bond for additional facilities when applicant requests an excavation permit to install additional facilities and the city deems the existing construction performance bond inadequate under applicable standards.

§ 53.11 ISSUANCE OF PERMIT; CONDITIONS

- (A) *Permit Issuance.* If the applicant has satisfied the requirements of this chapter, the city shall issue a permit.
- (B) *Conditions.* The city may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the health, safety, and welfare or when necessary to protect the right-of-way and its current use. In addition, a permittee shall comply with all requirements of local, state, and federal laws, including but not limited to Minn. Stat. §§ 216D.01 - .09 (Gopher One Call Excavation Notice System) and Minn. R., ch. 7560.
- (C) *Small Wireless Facility Conditions.* In addition to paragraph (B), the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a

small wireless facility in the right-of-way, shall be subject to the following conditions:

- (1) A small wireless facility shall only be collocated on the particular wireless support structure, under those attachment specifications, and at the height indicated in the applicable permit application.
- (2) No new wireless support structure installed within the right-of-way shall exceed 50 feet in height without the city's written authorization, provided that the city may impose a lower height limit in the applicable permit to protect the public health, safety and welfare or to protect the right-of-way and its current use, and further provided that a registrant may replace an existing wireless support structure exceeding 50 feet in height with a structure of the same height subject to such conditions or requirements as may be imposed in the applicable permit.
- (3) No wireless facility may extend more than 10 feet above its wireless support structure.
- (4) Where an applicant proposes to install a new wireless support structure in the right-of-way, the city may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way.
- (5) Where an applicant proposes to replace a wireless support structure, the city may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.
- (6) A permit will be deemed void if the approved equipment is not installed within one year of issuance of the permit.

§ 53.12 ACTION ON SMALL WIRELESS FACILITY PERMIT APPLICATIONS

- (A) *Deadline for Action.* The city shall approve or deny a small wireless facility permit application within 90 days after filing of such application or within any timeline established by state law. The small wireless facility permit, and any associated building permit application, shall be deemed approved if the city fails to approve or deny the application within the review periods established in this section.
- (B) *Consolidated Applications.* An applicant may file a consolidated small wireless facility permit application addressing the proposed collocation of up to 15 small wireless facilities, or a greater number if agreed to by a local government unit, provided that all small wireless facilities in the application:
 - (1) Are located within a two-mile radius;
 - (2) Consist of substantially similar equipment; and
 - (3) Are to be placed on similar types of wireless support structures.

In rendering a decision on a consolidated permit application, the city may approve some small wireless facilities and deny others, but may not use denial of one or more permits as a basis to deny all small wireless facilities in the application.

- (C) *Tolling of Deadline.* The 90-day deadline for action on a small wireless facility permit application may be tolled if:
 - (1) The city receives applications from one or more applicants seeking approval of permits for more than 30 small wireless facilities within a seven-day period. In such case, the city may extend the deadline for all such applications by 30 days by informing the

affected applicants in writing of such extension.

(2) The applicant fails to submit all required documents or information and the city provides written notice of incompleteness to the applicant within 30 days of receipt the application. Upon submission of additional documents or information, the city shall have ten days to notify the applicant in writing of any still-missing information.

(3) The city and a small wireless facility applicant agree in writing to toll the review period.

§ 53.13 PERMIT FEES

(A) *Excavation Permit Fee.* The city shall impose an excavation permit fee in an amount sufficient to recover the following costs:

(1) The city management costs;

(2) Degradation costs, if applicable.

(B) *Obstruction Permit Fee.* The city shall impose an obstruction permit fee in an amount sufficient to recover the city management costs.

(C) *Small Wireless Facility Permit Fee.* The city shall impose a small wireless facility permit fee in an amount sufficient to recover:

(1) Management costs, and;

(2) City engineering, make-ready, and construction costs associated with collocation of small wireless facilities.

(D) *Payment of Permit Fees.* No excavation permit, obstruction permit, or small cell permit shall be issued without payment of all required fees. The city may allow applicant to pay such fees within thirty (30) days of billing.

(E) *Non-Refundable.* Permit fees that were paid for a permit that the city has revoked for a breach as stated in § 53.23 are not refundable.

(F) *Application to Franchises.* Unless otherwise agreed to in a franchise, management costs may be charged separately from and in addition to the franchise fees imposed on a right-of-way user in the franchise.

§ 53.14 RIGHT-OF-WAY PATCHING AND RESTORATION

(A) *Timing.* The work to be done under the excavation permit, and the patching and restoration of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonal or unreasonable under § 53.17.

(B) *Patch and Restoration.* Permittee shall patch its own work. The city may choose either to have the permittee restore the right-of-way or to restore the right-of-way itself.

(1) *City Restoration.* If the city restores the right-of-way, permittee shall pay the costs thereof within thirty (30) days of billing. If, following such restoration, the pavement settles due to permittee's improper backfilling, the permittee shall pay to the city, within thirty (30) days of billing, all costs associated with correcting the defective work.

(2) *Permittee Restoration.* If the permittee restores the right-of-way itself, it shall at the

time of application for an excavation permit post a construction performance bond in accordance with the provisions of Minn. Rule 7819.3000.

- (3) *Degradation Fee in Lieu of Restoration.* In lieu of right-of-way restoration, a right-of-way user may elect to pay a degradation fee. However, the right-of-way user shall remain responsible for patching and the degradation fee shall not include the cost to accomplish these responsibilities.
- (C) *Standards.* The permittee shall perform excavation, backfilling, patching, and restoration according to the standards and with the materials specified by the city and shall comply with Minn. Rule 7819.1100.
- (D) *Duty to Correct Defects.* The permittee shall correct defects in patching or restoration performed by permittee or its agents. The permittee upon notification from the city, shall correct all restoration work to the extent necessary, using the method required by the city. Said work shall be completed within five (5) calendar days of the receipt of the notice from the city, not including days during which work cannot be performed because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable under § 53.17.
- (E) *Failure to Restore.* If the permittee fails to restore the right-of-way in the manner and to the condition required by the city, or fails to satisfactorily and timely complete all restoration required by the city, the city at its option may do such work. In that event the permittee shall pay to the city, within thirty (30) days of billing, the cost of restoring the right-of-way. If permittee fails to pay as required, the city may exercise its rights under the construction performance bond.
- (F) **Restoration Reimbursement for Water and Sewer Repairs.** If a homeowner must excavate the right-of-way to repair or replace the homeowner's portion of the sanitary sewer service lateral, or water service, the homeowner may be eligible for reimbursement from the city for a portion of the right-of-way restoration. The following shall apply:
 - (1) Homeowner must notify City Hall as soon as reasonably possible that a repair or replacement was made, or will be made, in the city right-of-way.
 - (2) Before reimbursement may occur, documented proof must be provided that shows the necessity of repair or replacement. Proof may include, but is not limited to, televising video, contractor affidavit, or pictures of a water leak. City Council shall make the final determination whether or not the proof provided was sufficient to satisfy this requirement.
 - (3) The total amount that may be reimbursed shall be established from time to time by City Council resolution.
 - (4) Reimbursement may only be granted by City Council once all applicable invoices and receipts have been submitted to City Hall.
 - (5) Reimbursement is limited to the following items, which must be in-kind:
 - (a) Curb and gutter
 - (b) Sidewalk
 - (c) Turf restoration
 - (d) Bituminous

§ 53.15 JOINT APPLICATIONS

- (A) *Joint Application.* Registrants may jointly apply for permits to excavate or obstruct the right-of-way at the same time and place.

- (B) *Shared Fees.* Registrants who apply for permits for the same obstruction or excavation, which the city does not perform, may share in the payment of the obstruction or excavation permit fee. In order to obtain a joint permit, registrants must agree among themselves as to the portion each will pay and indicate the same on their applications.
- (C) *With city projects.* Registrants who join in a scheduled obstruction or excavation performed by the city, whether or not it is a joint application by two or more registrants or a single application, are not required to pay the excavation or obstruction and degradation portions of the permit fee, but a permit is still required.

§ 53.16 SUPPLEMENTARY APPLICATIONS

- (A) *Limitation on Area.* A right-of-way permit is valid only for the area of the right-of-way specified in the permit. No permittee may do any work outside the area specified in the permit, except as provided herein. Any permittee which determines that an area greater than that specified in the permit must be obstructed or excavated must before working in that greater area:
 - (1) Submit an application for a permit extension and pay any additional fees required thereby, and
 - (2) Be granted a new permit or permit extension.
- (B) *Limitation on Dates.* A right-of-way permit is valid only for the dates specified in the permit. No permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit. This supplementary application must be submitted before the permit end date.

§ 53.17 OTHER OBLIGATIONS

- (A) *Compliance with Other Laws.* Obtaining a right-of-way permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the city or other applicable rule, law or regulation. A permittee shall comply with all requirements of local, state and federal laws, including but not limited to Minn. Stat. §§ 216D.01-.09 (Gopher One Call Excavation Notice System) and Minn. R., ch. 7560. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.
- (B) *Prohibited Work.* Except in an emergency, and with the approval of the city, no right-of-way obstruction or excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.
- (C) *Interference with Right-of-way.* A permittee shall not obstruct a right-of-way so that the natural free and clear passage of water through the gutters or other waterways shall be interfered with. Private vehicles of those doing work in the right-of-way may not be parked within or next to a permit area, unless parked in conformance with city parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit.
- (D) *Trenchless Excavation.* As a condition of all applicable permits, permittees employing trenchless excavation methods, including but not limited to Horizontal Directional Drilling, shall follow all requirements set forth in Minn. Stat. ch. 216D and Minn. R., ch. 7560 and shall require

potholing or open cutting over existing underground utilities before excavating, as determined by the director.

§ 53.18 DENIAL OR REVOCATION OF PERMIT

- (A) *Reasons for Denial.* The city may deny a permit for failure to meet the requirements and conditions of this chapter or if the city determines that the denial is necessary to protect the health, safety, and welfare of the public or when necessary to protect the right-of-way and its current use and any city asset or facility.
- (B) *Procedural Requirements.* The denial or revocation of a permit must be made in writing and must document the basis for the denial. The city must notify the applicant or right-of-way user in writing within three business days of the decision to deny or revoke a permit. If an application is denied, the right-of-way user may address the reasons for denial identified by the city and resubmit its application. If the application is resubmitted within 30 days of receipt of the notice of denial, no additional application fee shall be imposed. The city must approve or deny the resubmitted application within 30 days after submission.

§ 53.19 INSTALLATION REQUIREMENTS

The excavation, backfilling, patching and restoration, and all other work performed in the right-of-way shall be done in conformance with Minn. R. 7819.1100 and 7819.5000 and other applicable local requirements, in so far as they are not inconsistent with the Minn. Stat., §§ 237.162 and 237.163. Installation of service laterals shall be performed in accordance with Minn. R., ch 7560 and these ordinances. Service lateral installation is further subject to those requirements and conditions set forth by the city in the applicable permits and/or agreements referenced in § 53.23 (B).

§ 53.20 INSPECTION

- (A) *Notice of Completion.* When the work under any permit hereunder is completed, the permittee shall furnish a completion certificate in accordance Minn. Rule 7819.1300 or other as built documentation as deemed necessary by the City Engineer or Director.
- (B) *Site Inspection.* Permittee shall make the work site available to the city and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.
- (C) *Authority of Director.*
 - (1) At the time of inspection, the director may order the immediate cessation of any work which poses a serious threat to the life, health, safety, or well-being of the public.
 - (2) The director may issue an order to the permittee for any work that does not conform to the terms of the permit or other applicable standards, conditions, or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten (10) days after issuance of the order, the permittee shall present proof to the director that the violation has been corrected. If such proof has not been presented within the required time, the director may revoke the permit pursuant to § 53.23.

§ 53.21 WORK DONE WITHOUT A PERMIT

- (A) *Emergency Situations.* Each registrant shall immediately notify the director of any event regarding its facilities that it considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Excavators' notification to Gopher State One Call regarding an emergency situation does not fulfill this requirement.

Within two (2) business days after the occurrence of the emergency, the registrant shall apply for the necessary permits, pay the fees associated therewith, and fulfill the rest of the requirements necessary to bring itself into compliance with this chapter for the actions it took in response to the emergency. If the city becomes aware of an emergency regarding a registrant's facilities, the city will attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. In any event, the city may take whatever action it deems necessary to respond to the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

- (B) *Non-Emergency Situations.* Except in an emergency, any person who, without first having obtained the necessary permit, obstructs or excavates a right-of-way must subsequently obtain a permit and, as a penalty, pay double the normal fee for said permit, pay double all the other fees required by the city code, deposit with the city the fees necessary to correct any damage to the right-of-way, and comply with all of the requirements of this chapter.

§ 53.22 SUPPLEMENTARY NOTIFICATION

If the obstruction or excavation of the right-of-way begins later or ends sooner than the date given on the permit, permittee shall notify the city of the accurate information as soon as this information is known.

§ 53.23 REVOCATION OF PERMITS

- (A) *Substantial Breach.* The city reserves its right, as provided herein, to revoke any right-of-way permit without a fee refund, if there is a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any material condition of the permit. A substantial breach by permittee shall include, but shall not be limited to, the following:
- (1) The violation of any material provision of the right-of-way permit.
 - (2) An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens.
 - (3) Any material misrepresentation of fact in the application for a right-of-way permit.
 - (4) The failure to complete the work in a timely manner, unless a permit extension is obtained or unless the failure to complete work is due to reasons beyond the permittee's control.
 - (5) The failure to correct, in a timely manner, work that does not conform to a condition indicated on an order issued pursuant to Sec. 53.20.
- (B) *Written Notice of Breach.* If the city determines that the permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, regulation, or any condition of the permit, the city shall make a written demand upon the permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the permit. A substantial breach, as stated above, will allow the city, at its discretion, to place additional or revised conditions on the permit to mitigate and remedy the breach.
- (C) *Response to Notice of Breach.* Within twenty-four (24) hours of receiving notification of the breach, permittee shall provide the city with a plan, acceptable to the city, that will cure the breach. Permittee's failure to contact the city, or permittee's failure to timely submit an acceptable plan, or permittee's failure to reasonably implement the approved plan, shall be

cause for immediate revocation of the permit. Further, permittee's failure to contact the city, or permittee's failure to submit an acceptable plan, or permittee's failure to reasonably implement the approved plan, shall automatically place the permittee on probation for one (1) full year.

- (D) *Cause for Probation.* From time to time, the city may establish a list of conditions of the permit, which if breached will automatically place the permittee on probation for one full year, such as, but not limited to, working out of the allotted time period or working on right-of-way grossly outside of the permit authorization.
- (E) *Automatic Revocation.* If a permittee, while on probation, commits a breach as outlined above, permittee's permit will automatically be revoked and permittee will not be allowed further permits for one full year, except for emergency repairs.
- (F) *Reimbursement of City Costs.* If a permit is revoked, the permittee shall also reimburse the city for the city's reasonable costs, including restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

§ 53.24 MAPPING DATA

- (A) *Information Required.* Each registrant and permittee shall provide mapping information required by the city in accordance with Minn. R. 7819.4000 and 7819.4100. Within ninety (90) days following completion of any work pursuant to a permit, the permittee shall provide the director accurate maps and drawings certifying the "as-built" location of all equipment installed, owned, and maintained by the permittee. Such maps and drawings shall include the horizontal and vertical location of all facilities and equipment and shall be provided consistent with the city's electronic mapping system. Failure to provide maps and drawings pursuant to this subsection shall be grounds for revoking the permit holder's registration.
- (B) *Service Laterals.* All permits issued for the installation or repair of service laterals, other than minor repairs as defined in Minn. R. 7560.0150, subp. 2, shall require the permittee's use of appropriate means of establishing the horizontal locations of installed service laterals and the service lateral vertical locations in those cases where the director reasonably requires it. Permittees or their subcontractors shall submit to the director evidence satisfactory to the director of the installed service lateral locations. Compliance with this paragraph (B) and with applicable Gopher State One Call law and Minnesota Rules governing service laterals installed after Dec. 31, 2005, shall be a condition of any city approval necessary for:
 - (1) Payments to contractors working on a public improvement project, including those under Minn. Stat. ch. 429, and
 - (2) City approval under development agreements or other subdivision or site plan approval under Minn. Stat. ch. 462. The director shall reasonably determine the appropriate method of providing such information to the city. Failure to provide prompt and accurate information on the service laterals installed may result in the revocation of the permit issued for the work or future permits to the offending permittee or its subcontractors.

§ 53.25 LOCATION AND RELOCATION OF FACILITIES

- (A) Placement, location, and relocation of facilities must comply with the Act, with other applicable law, with other applicable standards adopted by the city, and with Minn. R. 7819.3100, 7819.5000, and 7819.5100, to the extent the rules do not limit authority otherwise available to

cities.

- (B) *Undergrounding.* Unless otherwise agreed in a franchise or other agreement between the applicable right-of-way user and the City, facilities in the right-of-way must be located or relocated and maintained underground.
- (C) *Corridors.* The city may assign a specific area within the right-of-way, or any particular segment thereof as may be necessary, for each type of facility that is or, pursuant to current technology, the city expects will someday be located within the right-of-way. All excavation, obstruction, or other permits issued by the city involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue. Any registrant who has facilities in the right-of-way in a position at variance with the corridors established by the city shall, no later than at the time of the next reconstruction or excavation of the area where the facilities are located, move the facilities to the assigned position within the right-of-way, unless this requirement is waived by the city for good cause shown, upon consideration of such factors as the remaining economic life of the facilities, public safety, customer service needs, and hardship to the registrant.
- (D) *Nuisance.* One year after the passage of this chapter, any facilities found in a right-of-way that have not been registered shall be deemed to be a nuisance. The city may exercise any remedies or rights it has at law or in equity, including, but not limited to, abating the nuisance or taking possession of the facilities and restoring the right-of-way to a useable condition.
- (E) *Limitation of Space.* To protect the health, safety, and welfare of the public, or when necessary to protect the right-of-way and its current use, the city shall have the power to prohibit or limit the placement of new or additional facilities within the right-of-way. In making such decisions, the city shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future city plans for public improvements and development projects which have been determined to be in the public interest.

§ 53.26 PRE-EXCAVATION FACILITIES LOCATION

In addition to complying with the requirements of Minn. Stat. 216D.01-.09 ("One Call Excavation Notice System") before the start date of any right-of-way excavation, each registrant who has facilities or equipment in the area to be excavated shall mark the horizontal and vertical placement of all said facilities. Any registrant whose facilities are less than twenty (20) inches below a concrete or asphalt surface shall notify and work closely with the excavation contractor to establish the exact location of its facilities and the best procedure for excavation.

§ 53.27 DAMAGE TO OTHER FACILITIES

When the city does work in the right-of-way and finds it necessary to maintain, support, or move a registrant's facilities to protect it, the city shall notify the local representative as early as is reasonably possible. The costs associated therewith will be billed to that registrant and must be paid within thirty (30) days from the date of billing. Each registrant shall be responsible for the cost of repairing any facilities in the right-of-way which it or its facilities damage. Each registrant shall be responsible for the cost of repairing any damage to the facilities of another registrant caused during the city's response to an emergency occasioned by that registrant's facilities.

§ 53.28 RIGHT-OF-WAY VACATION

Reservation of right. If the city vacates a right-of-way that contains the facilities of a registrant, the registrant's rights in the vacated right-of-way are governed by Minn. R. 7819.3200.

§ 53.29 INDEMNIFICATION AND LIABILITY

By registering with the city, or by accepting a permit under this chapter, a registrant or permittee agrees to defend and indemnify the city in accordance with the provisions of Minn. Rule 7819.1250.

§ 53.30 ABANDONED AND UNUSABLE FACILITIES

- (A) *Discontinued Operations.* A registrant who has determined to discontinue all or a portion of its operations in the city must provide information satisfactory to the city that the registrant's obligations for its facilities in the right-of-way under this chapter have been lawfully assumed by another registrant.
- (B) *Removal.* Any registrant who has abandoned facilities in any right-of-way shall remove it from that right-of-way if required in conjunction with other right-of-way repair, excavation, or construction, unless this requirement is waived by the city.

§ 53.31 APPEAL

A right-of-way user that:

- (1) Has been denied registration;
- (2) Has been denied a permit;
- (3) Has had a permit revoked;
- (4) Believes that the fees imposed are not in conformity with Minn. Stat. § 237.163, subd. 6; or
- (5) Disputes a determination of the director regarding § 53.24 (B) of this ordinance may have the denial, revocation, fee imposition, or decision reviewed, upon written request, by the City Council. The City Council shall act on a timely written request at its next regularly scheduled meeting, provided the right-of-way user has submitted its appeal with sufficient time to include the appeal as a regular agenda item. A decision by the City Council affirming the denial, revocation, or fee imposition will be in writing and supported by written findings establishing the reasonableness of the decision.

§ 53.32 RESERVATION OF REGULATORY AND POLICE POWERS

A permittee's rights are subject to the regulatory and police powers of the city to adopt and enforce general ordinances as necessary to protect the health, safety, and welfare of the public.

§ 53.33 SEVERABILITY

If any portion of this chapter is for any reason held invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof. Nothing in this chapter precludes the city from requiring a franchise agreement with the applicant, as allowed by law, in addition to requirements set forth herein.

- 2. **This Ordinance shall be effective immediately upon its passage and publication.**

ADOPTED this 3rd day of November, 2025, by the City Council of the City of Morristown.

By: _____
Tim Flaten
Mayor

ATTEST:

Cassie Eldeen
City Clerk



AGENDA MEMO

Agenda Item: Resolution 2025-31

To: City Council

From: Ellen Judd

Meeting Date: 11/3/2025

Meeting Type: Regular Meeting

Subject: Resolution 2025-31 – Summary Publication for Ordinance 2025-6

Action Requested: Motion to approve Resolution 2025-31 Summary Publication for Ordinance 2025-6.

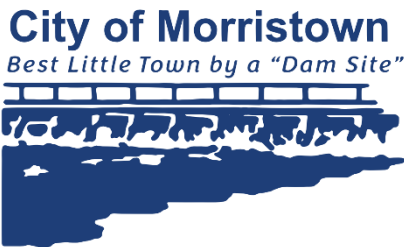
Staff Recommends: Approve

Committee Recommends:

Attachments: Resolution 2025-31 – Summary Publication for Ordinance 2025-6

Previous Council Action:

Overview:



RESOLUTION 2025-31
CITY OF MORRISTOWN, RICE COUNTY, MINNESOTA

A RESOLUTION APPROVING PUBLICATION OF ORDINANCE BY TITLE AND SUMMARY

WHEREAS, on November 3, 2025, the City Council of the City of Morristown adopted an ordinance entitled, “AN ORDINANCE TO ENACT A NEW CHAPTER OF THE CODE OF ORDINANCES TO ADMINISTER AND REGULATE THE PUBLIC RIGHTS-OF-WAY IN THE PUBLIC INTEREST, AND TO PROVIDE FOR THE ISSUANCE AND REGULATION OF RIGHT-OF-WAY PERMITS”; AND

WHEREAS, the Ordinance is nineteen (19) pages in length; and

WHEREAS, Minnesota Statutes Section 412.191, Subdivision 4 allows publication by title and summary in the case of lengthy ordinances; and

WHEREAS, the City Council has determined that the following summary would clearly inform the public of the intent and effect of the Ordinance,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN:

1. The City Council of the City of Morristown has adopted an ordinance entitled, “AN ORDINANCE TO ENACT A NEW CHAPTER OF THE CODE OF ORDINANCES TO ADMINISTER AND REGULATE THE PUBLIC RIGHTS-OF-WAY IN THE PUBLIC INTEREST, AND TO PROVIDE FOR THE ISSUANCE AND REGULATION OF RIGHT-OF-WAY PERMITS”.
2. The following summary clearly informs the public of the intent and effect of the Ordinance:

“AN ORDINANCE TO ENACT A NEW CHAPTER OF THE CODE OF ORDINANCES TO ADMINISTER AND REGULATE THE PUBLIC RIGHTS-OF-WAY IN THE PUBLIC INTEREST, AND TO PROVIDE FOR THE ISSUANCE AND REGULATION OF RIGHT-OF-WAY PERMITS

The Morristown City Council has passed an ordinance creating a new chapter in the Code of Ordinances. The new chapter provides that the City shall manage the public right-of-way. Parties conducting work in the public right-of-way are required to register with the City and obtain a permit. Requirements are set forth for conducting work in the public right-of-way, including restoration after the work is completed and requiring that the permittee provide

mapping data to the City. Reimbursement for restoration is provided in limited circumstances.

This is a summary of the Ordinance. A full text of this ordinance is available for public inspection at the Morristown City Hall during regular office hours.”

3. The City Clerk is directed to publish this title and summary in lieu of publication of the entire ordinance.
4. The City Clerk is directed to post a copy of the entire text of the Ordinance on the City bulletin board at Morristown City Hall for a period of not less than thirty (30) days. In addition, a printed copy of the Ordinance shall be made available for inspection by any person during regular office hours at the Morristown City Hall.

Adopted by the Morristown City Council on this 3rd day of November, 2025.

Number of Ayes: _____

Number of Nays: _____

By:

ATTEST:

Tim Flaten, Mayor

Cassie Eldeen, City Clerk



AGENDA MEMO

Agenda Item: Phones

To: City Council

From: Ellen Judd

Meeting Date: 11/3/2025

Meeting Type: Regular Meeting

Subject: Phones – Phone Refresh Agreement with Bevcomm

Action Requested: Motion to approve the Refresh/Renewal presented by Bevcomm.

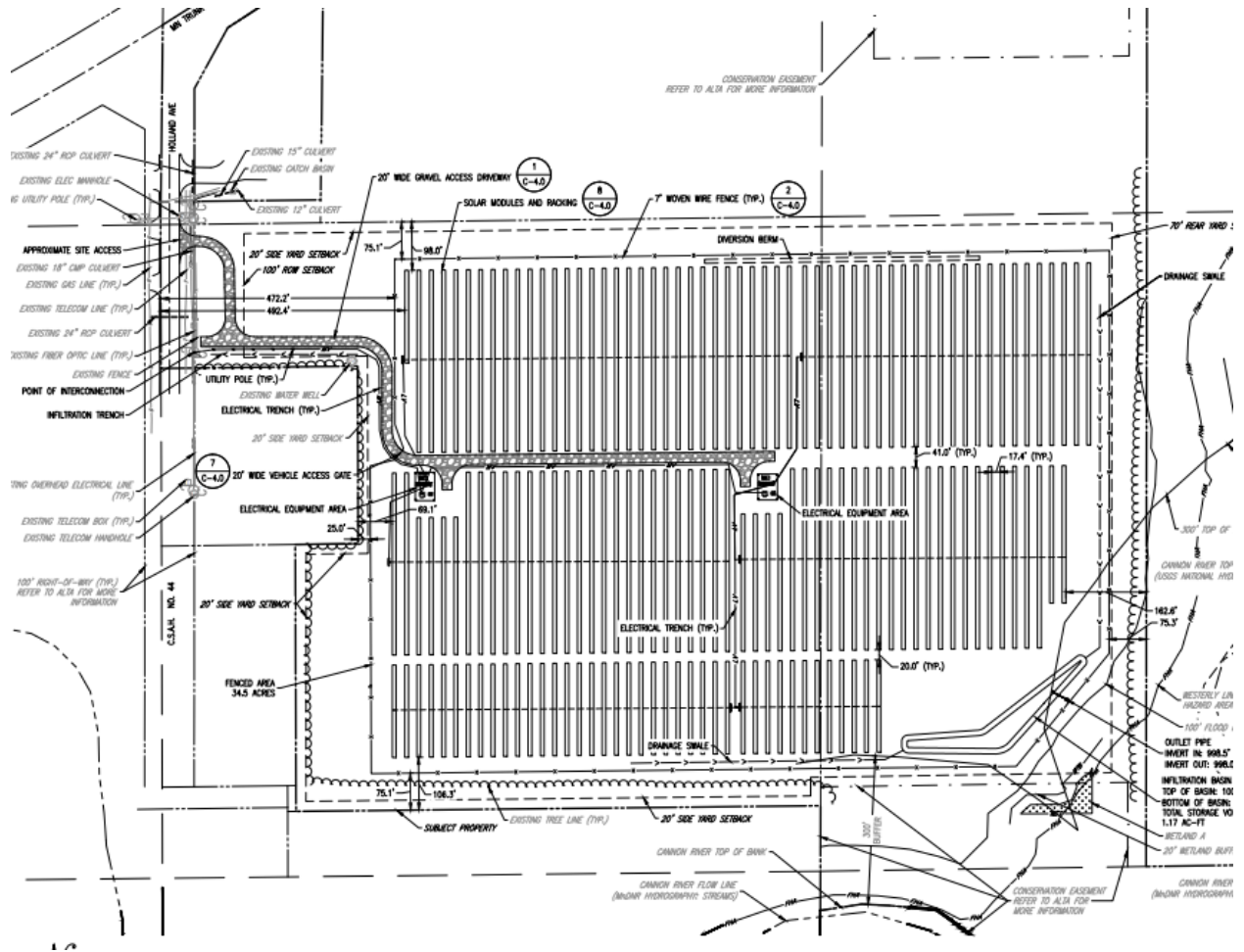
Staff Recommends: Approve

Committee Recommends:

Attachments:

Previous Council Action:

Overview: Bevcomm is our current phone provider. They are offering a free refresh of our phones with an extension of our contract. There is no upfront price to the phones, rather it is built into the price similar to a cell phone. There is no charge for visits or training.





***Bevcomm Business Hosted Voice
Refresh/Renewal***

Prepared for:

***City of Morristown**
Contact: Ellen Judd*

123 West 7th Street
Blue Earth MN 56013
www.bevcommbusiness.com
877-864-5156

Monthly Service Agreement

This monthly phone refresh/renewal service agreement, dated **October 28th, 2025**, between **BEVCOMM, Inc.**, 123 West 7th Street, Blue Earth, MN 56013 and , **The City of Morristown**, 402 Division St S, Morristown MN 55052 for communications and/or technology related equipment and services defined in Exhibit A.

Agreement Commencement Date: Date of Installation

Refresh/Renewal Length of Agreement Term: 36 Months

BEVCOMM and Customer agree to the following:

Equipment: Customer desires to pay monthly for equipment and accessories described in Exhibit A. Customer recognizes that it does not claim any ownership interest in the equipment it is paying for and that BEVCOMM specifically retains all ownership rights to the equipment unless purchased by the customer as described in Exhibit A

Term: The agreement shall commence on the date above and continue each month for the number of months defined in the Refresh/Renewal Length of Agreement Term above, until such time as either party notifies the other that it wishes to terminate this agreement. Customer shall give BEVCOMM reasonable access to Customer's premises to remove all BEVCOMM owned equipment on the effective date of the termination of this agreement.

Customer Contact: Customer agrees to identify and make available to BEVCOMM at least one qualified Customer employee as an administrative contact with authority to act and make binding decisions on behalf of Customer, provide information and data with respect to requested service and advise BEVCOMM of Customer's requirements.

Price: Customer agrees to pay BEVCOMM the monthly price, prepayments and any installation or onboarding fees associated with the quote in the proposal above. Monthly invoices will begin the month after installation/onboarding. Customer shall also be responsible for the payment of services rendered by BEVCOMM for any equipment moves, adds and changes requested by Customer after the equipment is installed.

Maintenance: BEVCOMM shall be responsible for the maintenance and repair of all equipment installed at the Customer's premises, at no cost to Customer, except for equipment willfully damaged by Customer or acts of God. Customer agrees that it shall pay for the repair or replacement of any equipment willfully damaged by Customer or its employees, agents and invitees or acts of God.

Increase in Monthly Fee: BEVCOMM reserves the right to increase the monthly fee upon 30 days written notice to Customer after the initial term of the agreement.

Default: Customer agrees that it should it fail to make payment due by the 30th day of the month in which it is due, BEVCOMM shall have the right to repossess all equipment described in Exhibit A, and that Customer agrees to forfeit any payments made to BEVCOMM prior to repossession as liquidated damages. Customer agrees to allow BEVCOMM employees to enter its premises during business hours to obtain equipment in the event of default. BEVCOMM shall be entitled to any other legal remedy available to protect its ownership interest in the equipment or enforce any and all terms of this agreement.

Successors and Assigns: This agreement shall not be assigned to any successor or other party without the express written consent of BEVCOMM, and that any such consent shall not be unreasonably withheld. This agreement shall not be assigned by BEVCOMM to a successor or other party with the express written consent of Customer, and that any such consent shall not be unreasonably withheld.

A change order will be required, and additional fees will apply in the event any additional hardware, projects or new services are ordered by Customer following the signature date or if project work is required to modify the quantity of an existing service.

This proposal is subject to the Terms & Conditions posted at www.bevcommbusiness.com/terms-conditions/, which are incorporated by reference into this proposal as if fully set forth herein.

Bevcomm Business	City of Morristown
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A



City of Morristown

Phone Refresh/Renewal

Description	Qty	Price	Extended Price
Bevcomm Hosted Essential T40U PS Suite	2	\$28.99	\$57.98
Bevcomm Hosted Executive T40U PS Suite	1	\$32.99	\$32.99
Price does not include any local or state sales tax			
Continued Monthly Recurring			\$90.97

Length of Contract: 36 Months
Additional Cabling Not Included

Essential Users Include

Unlimited Local/Long Distance
Customizable Music On Hold
Disaster Recovery

Local Company DID's
Auto Attendant
Intercom Calling

Voicemail to Email
Caller ID
Speed Dials

One-Time Training & Installation fee

Free Refresh with 3-Year Renewal

Accepted by:

Date:

Bevcomm: Dan Jacobson

Date: 10/28/2025



Dan Jacobson
Solutions Engineer
952-758-0536 | SUPPORT: 877-864-5156
djacobson@bevcomm.com
www.bevcomm.net

AGENDA MEMO

Agenda Item: Solar Panels

To: City Council

From: Ellen Judd

Meeting Date: 11/3/2025

Meeting Type: Regular Meeting

Subject: Solar Panels – Discuss Interim Use Permit for Solar Panels at PID 1323300001

Action Requested: Discussion about the planned solar panel installation

Staff Recommends:

Committee Recommends:

Attachments:

Previous Council Action: Leon Gregor, Anna Nusbaum, and Ellen Judd attended the last Rice County Planning and Zoning meeting to object to the project.

Overview: Follow up from the County Planning and Zoning meeting:

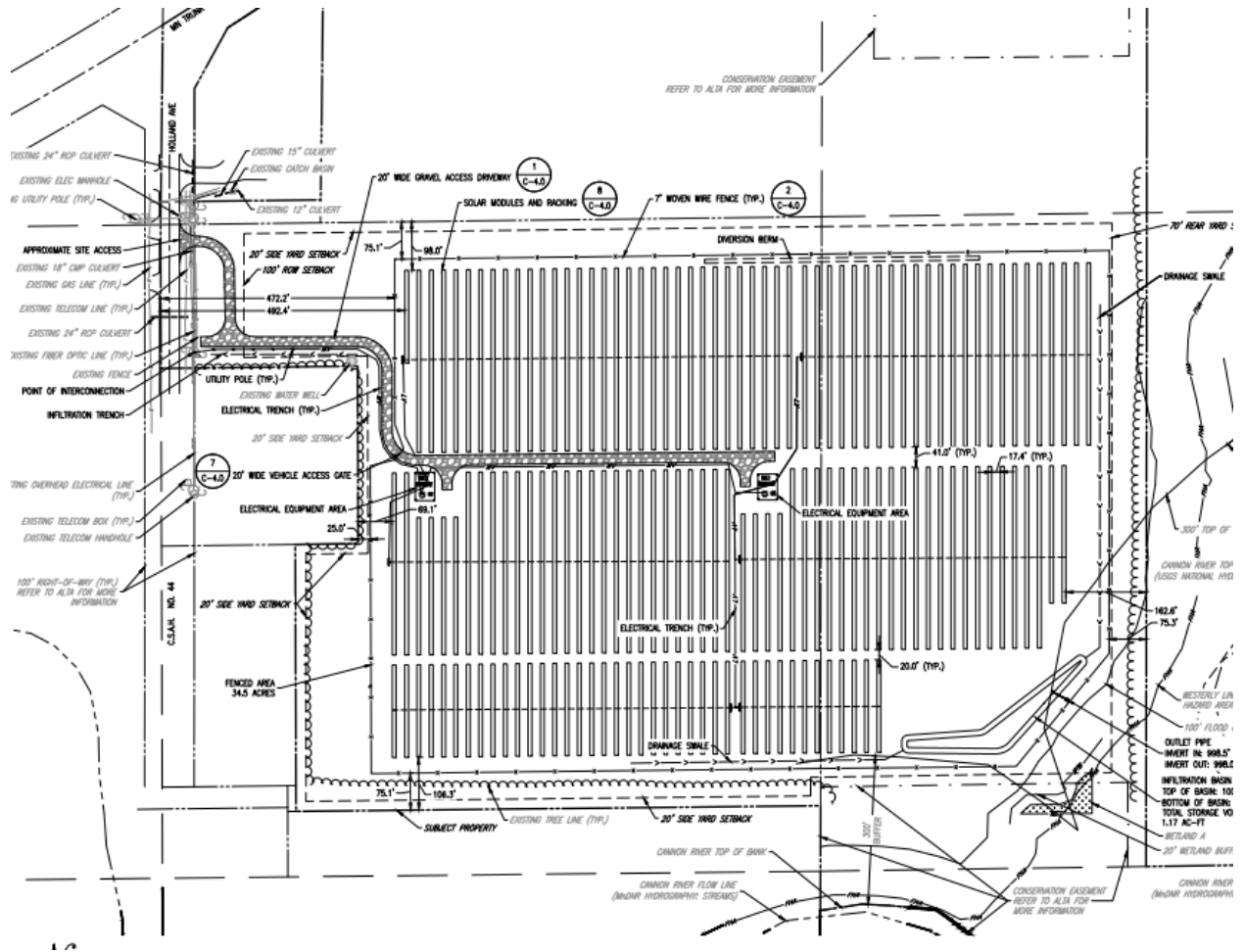
The board tabled the item until the next meeting. They said they'd like to give the landowner time to talk to the city. The solar panel company and I exchanged information and indicated we'd talk soon.

Follow up from that meeting.

I spoke with the solar panel project lead (Cole), who said the landowner would not be able to join us due to harvest. Our discussion centered around making sure the land could be used for economic development in the future. Cole said that he doesn't think the solar panels will hinder economic development at all. He very politely told me that the city has no say in this matter, since it's for Rice County to decide. He also said that the landowner asked him to convey the following message, "The land is not for sale, now, or in the near future."

Next meeting Rice County meeting: 11/5/2025 @ 6:00 p.m.

Would like council to discuss next steps. See plan below.



AGENDA MEMO

Agenda Item: Concrete

To: City Council

From: Ellen Judd

Meeting Date: 11/3/2025

Meeting Type: Regular Meeting

Subject: Concrete – Review Concrete Quote and Discuss

Action Requested: Discussion about concrete work.

Staff Recommends:

Committee Recommends:

Attachments:

Previous Council Action:

-
- Overview:**
- Water Tower Splash Pad
 - Required by the MN Department of Health
 - Healy's is going to look into the price to raise the concrete instead
 - City Hall
 - Fix the spots that are settled and pose a tripping hazard.
 - Extend the concrete the length of the grass to make snow removal easier and allow a spot for people to walk when they get out of their cars on that side.
 - Concrete at Well #1
 - Fix the spots that are settled and pose a tripping hazard.
 - Concrete at WWTP
 - Fix the spot where electrical was ran for flow meter.
 - Connect existing concrete to provide a walking path and make snow removal easier.

HEALY CONSTRUCTION CO.

GENERAL CONSTRUCTION

Phone: (507) 332-7479
Fax: (507) 332-6931

Po Box 697
Faribault, Minnesota 55021

10/17/2025

City of Morristown
Attn: Ellen Judd/Public Works Director
402 Division Street S.
Morristown, MN 55052

RE: Miscellaneous Concrete

Water Tower Splash Pad

- Remove and replace 128 SF of concrete walk

For the sum of ----- \$ 3,840.00

City Hall

- Extend walk to east – 252 SF
- Fix walk by coffee club door – 14 SF

For the sum of ----- \$ 3,430.00

Concrete at Well #1

- Remove and replace 115 SF of concrete walk

For the sum of ----- \$ 1,840.00

Concrete at WWTP

- Remove and replace 140 SF of concrete

For the sum of ----- \$ 2,310.00

AGENDA MEMO

Agenda Item: IT Services

To: City Council
From: Ellen Judd
Meeting Date: 11/3/2025
Meeting Type: Regular Meeting
Subject: IT Services – Bevcomm, Pantheon, Tech Support of MN
Action Requested: Discussion
Staff Recommends: Consider moving forward with Pantheon.
Committee Recommends:
Attachments: Proposals from the three companies

Previous Council Action:

Overview: Bevcomm currently provides our IT services as a 'break-fix' service. They are discontinuing that practice and instead moving to a 'managed IT' service. With break-fix, they are not actively monitoring the clients system and are providing Band-Aids to fix problems. Bevcomm, along with other IT providers, realize that this is not an effective way to help clients, so they are all moving to managed IT. With managed IT comes increased costs.

Quote Breakdown:

- Bevcomm
 - They are the only provider of the three that quotes on a per-computer basis. Meaning if we have three computers the price will be cheaper, but we will pay more as we add computers to the network.
 - They also do not do an all-inclusive bundle the same way the other two do. Meaning, they don't provide all the same services that the other two do, but the price per month is cheaper because of this.
 - Bevcomm does not seem willing to move to a server-less environment, despite me asking for several months. They didn't quote it.
 - On-site repairs are not covered by the contract. \$175/hour for a technician.

- Tech Support of MN
 - He is unwilling to offer separate prices for smaller entities. He's firm on his price per month, even if the client doesn't have 10 users.
- Pantheon
 - She lowered her price to try and help us out. She was very good about recognizing our limited funds, and the fact that we have very few computers.



TECH SUPPORT
MINNESOTA

TSM IT SERVICES AGREEMENT

Prepared For:
City of Morristown

Prepared By:
Tyler Seurer
President & Owner
Tech Support Minnesota

Date:
10/14/25



952-758-7272

info@techsupportofmn.com



TECH SUPPORT
MINNESOTA

Executive Summary

Per Seat Licensing of Services

Per-seat licensing, also known as per-user or per-body licensing, refers to a pricing model used by Tech Support Minnesota where a license is required for each individual employee of the client or "seat". In this context, a seat represents an individual within a business who uses the services we provide. The total cost is calculated based on the quantity of seats at the per seat rate.

Agreement Commencement

The Agreement Commencement Date, being the date upon which the provision of services as set forth under this Agreement shall commence and from which the Client shall be liable for the payment of services, shall be **01/01/2026**.

Agreement Term (Termination)

The Initial Term of this Agreement shall begin on the Agreement Commencement Date and proceed for a duration of 2 years (24 months). This Agreement allows for termination for cause by either party, in accordance with the Master Services Agreement (MSA). This Agreement will auto-renew for additional 1 year (12 month) terms following the expiration of this quote, unless notification otherwise is provided by TSM or the Client at least 60 days prior. Auto-renewals may include rate increases not to exceed 5%. Rate increases greater than 5% will require signature approval from the Client.

Terms & Conditions

This Quote is governed under the provisions of our Master Services Agreement. The MSA and Services Guide contain important provisions related to the Services (including payment and auto-renewal terms), and by agreeing to this Quote, you agree to the provisions of the MSA and the Services Guide. If you cannot access the MSA or Services Guide, or if you have any questions about those documents, then please contact us for further information.



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TECH SUPPORT
MINNESOTA

TSM IT Services Quote

Item	Description	Recurring	Quantity	Total Recurring
TSM Vault 	Managed IT Services Package Includes up to 10 users/devices Services Include: • Remote Helpdesk • Onsite Support Escalation • 24x7 Emergency Support • Infrastructure Maintenance & Support • Remote Monitoring & Management ○ Workstations / Servers ○ Network ○ Cloud (Microsoft 365) • Patch Management • Business Technology Advisor (vCIO) • Technology Alignment Auditing • Email Threat Protection • Backup Monitoring • Endpoint Protection (Antivirus + EDR) • Early Ransomware Detection • 24x7 Security Operations Center (SOC) • Darkweb Monitoring • Cybersecurity Awareness Training & Phishing • 3rd Party Patch Management • DNS Filtering • ZeroTrust Browser Protection	\$1,500	1	\$1,500
Backup	Business Continuity & Disaster Recovery Solution Solution Includes: • Backup Server • Cloud Storage (2TB)	\$150	1	\$150 (Optional)
Backup	Microsoft 365 Cloud Backup License	Included	10	\$50.00

Recurring Subtotal: \$1,500/Month



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One Time Fee(s)

Item	Description	Quantity	Total Recurring
Service	Professional Services: Onboarding	1	\$1,200.00
Project	Microsoft Cloud Migration	1	\$1,800.00

Subtotal: \$1,800.00

Quote Summary

Description	Amount
TSM IT Services Agreement (Recurring)	\$1,500
One Time Fee(s)	\$1,800

*Tax Not Included

As the Client's authorized representative, I accept this quote and authorize the delivery of the specified equipment and services. Note that pricing and hardware availability are subject to change, and any adjustments will require Client's approval. Additional charges may apply for shipping and for services or products not listed in this quote, including setup or configuration of extra workstations, printers, user accounts, phones, etc. The Client is responsible for their network's security and integrity. For purchases over \$2,000, full prepayment is required. Software maintenance and licensing renewals need to be approved and paid for at least 7 days before expiration to avoid loss of coverage and additional fees. The Client agrees to the total price, including applicable sales tax (unless exempt), and acknowledges that standard labor charges are at an hourly bill rate of \$150. Delays in payment may disrupt service provision. By proceeding, the Client confirms understanding and agreement with these terms.

Signature

Date



952-758-7272

info@techsupportofmn.com

PANTHEON SERVICES - Overview

Pantheon has a staff of highly experienced technicians available to respond to any IT need. All issues are reported by phone or e-mail and tracked individually in our service management system. This helps ensure all matters are responded to and resolved in a timely fashion and allows us to provide the highest quality service to our clients. In addition to the service desk, senior engineers are on staff to provide support on escalated issues, implementation services, advice on technology needs and assistance in long-term planning.

PROJECT TEAM

- **Will be responsible for any initial projects and the onboarding of your business.**
- They will also implement any future projects that are required. Once your business is up and running, we will transition your team to the Service Team for ongoing support.

DESIGNATED TEAM

- **A small team of technical support staff will be assigned to your company,** allowing for a high degree of familiarity and consistency for both parties.
- This team of people will respond to most of your company's service requests; however, Pantheon always strives to ensure that all staff is familiar with your company's environment and that documentation is thorough and kept up to date. This ensures that any Pantheon's technicians can respond to an issue if the primary resources are unavailable.

YOUR vCIO VIRTUAL CIO (Chief Information Officer)

- **Will meet with you regularly** to review a long-term budget and any upcoming projects.
- Will be responsible for tracking your overall technology inventory and lifecycle
- Will also be your contact for any hardware/software procurement required, and to keep you up to date on any important changes in business technology.

PROACTIVE MAINTENANCE TEAM (NOC)

- **Proactive maintenance will be performed on all servers and workstations (physical and virtual) each month.** This ensures the operating system on each computer remains up to date and secure, reducing the chance of unexpected failures due to application or operating system errors.
- Many proactive tasks are also performed on a regular basis, such as checking file systems, defragmentation, and updates to drivers or other system software.
- Lastly, critical systems on all computers are monitored by a centralized system 24 hours per day. The system generates alerts for problems that occur; however, it also watches for events and trends which indicate potential problems, allowing them to be addressed before causing a failure or unnecessary downtime.

MANAGED TECHNOLOGY SERVICES - Overview

Pantheon Computers works under a pricing and service model known as “Managed Technology Services”. This model allows Pantheon to provide complete management, support and proactive maintenance of the environment for a flat monthly fee.

The primary objective of the Managed Technology Services model is to align the interests of both the client and the service provider. Under the traditional hourly billing model, the service provider profits most when a client experiences a problem. Hourly billing also does not provide an effective means of proactively managing the IT systems, because too much time is spent reacting to problems in the environment, and it is difficult to justify the extra costs of proactive maintenance.

The focus of Managed Technology Services is to provide proactive IT services for a flat monthly fee. This changes the fundamental basis of the relationship to one where both sides benefit when things are maintained and functioning. The smoother things work, the better it is for everyone. And there is no risk of a large, unexpected bill. It truly is a win-win.

There are several other advantages to a Managed Technology Service model:

1. **It encourages a higher quality of service.** It is in the service providers best interests to keep all systems running as smoothly as possible to prevent issues from happening in the first place or prevent issues from reoccurring. This ultimately results in fewer issues, less downtime and therefore increase employee productivity.
2. **The IT budget becomes predictable.** With the exception of projects, the cost is the same every month. Controlling access to IT support is no longer an issue, as the cost remains constant regardless of how much support is required.
3. **It provides a strong incentive for the service provider to be proactive.** To be successful for the provider, they must be efficient, correct small issues before they become large ones, and ensure issues are fixed right the first time. These are goals that is best be achieved when a service provider can fully manage an environment. This is a significant benefit to the client because the result is smoother operations, less interruption, less downtime and there for increased productivity for users.

Essentially, this model allows an external IT service provider to act more like a true internal IT organization for the client. This allows the client to focus on their own core business without having to worry about their technology.

Please note that this overview does not include additional services including projects, advanced security services, and subscription services such as Office 365 and Backup Services. These services are available for an additional cost but are not included in the flat monthly rate.

MANAGED TECHNOLOGY SERVICES – Included Services

Workstation Monitoring and Maintenance

- Monitoring on CPU Usage, Remaining Hard Drive Space, Memory Usage, Patch Status
- Advanced Endpoint Protection
- Windows Updates and Patches
- 3rd Party Updates and Patches
- Remediation of Normal Maintenance Issues

Network and Server Administration

- Necessary Adjustments or Updates to Operating System/Firmware Configurations
- Management of Active Directory, Group Policy, Login Scripts and other User and Security Settings
- Oversee Network Connectivity through Cabling and Wireless Devices

Multi-Layered Security Services

- SPAM Filtering with Email Continuity
- Email Attachment Scanning
- Click Protect for URLs sent via Email
- DNS Filtering
- Firewall Management and Administration

Help Desk Support for Users

- Help Desk Call Center
- Onsite Assistance

Virtual CIO Consulting

- Assist in Reviewing and Understanding Current IT Infrastructure
- Maintain Records on Hardware and Software and Manage Subscriptions
- Assist during Compliance Audits
- Present Options for New Technologies and Processes that may Advance your Business
- Conduct regular Meetings to which include a comprehensive look at where we're at, where we're going, and how we're going to get there. At a minimum, we hold Quarterly Check-ins and Annual Technical Business Reviews.

Server Monitoring and Maintenance

- Monitoring of CPU Usage, Remaining Hard Drive Space, Memory Usage, Patch Status, RAID Alerts and Shadow Protect Backup Software Success Reports
- Advanced Endpoint Protection if its use is determined to be advantageous by our Senior Technician
- Additional Monitoring of Applicable Services (Active Directory Domain Services, DNS/DNS Server, DHCP, Exchange Services, Print Spooler, Remote Procedure Call (RPC), Terminal Server)
- Windows Updates and Patches
- 3rd Party Updates and Patches
- Monthly Manual Review of Windows Log Alerts
- Remediation of Normal Maintenance Issues

MANAGED TECHNOLOGY SERVICES – Examples

Covered/Included

Servers and PC's that are less than 60 months (5 years) old and whose OS is currently supported.

Labor to replace printers and other simple network peripherals.

Restoration of server image from the backup if Pantheon's preferred backup software is being used and the local storage device is deemed compliant at the Client's annual review.

Routine updates and maintenance to existing software

Support of current software's network functionality. (i.e. it is running, computers are connecting to it, data is accessible, reports can be printed, etc.)

Not Covered/Included

Parts and labor needed to replace or service any non-warranted PC or Server

Labor to replace Firewalls and Servers as well as replacing or upgrading more than 1/3 of your PCs—unless included in Agreement

Any significant add, change or move

Consulting, installation, or training on software new to the Client's environment

Support of software functionality or features, including training.

Large Software Updates

Anything quoted as a project

ENHANCED CYBERSECURITY SERVICES - Overview

The cybersecurity landscape has changed dramatically over the last few years due to:

1. Increased working from home
2. Increased adoption of cloud technology
3. Increased threat actor activity
4. Increased focus on small and medium sized businesses by threat actors

Pantheon spends a lot of time, energy and resources trying to provide appropriate levels of security to our partners. We constantly balance the needs and wants of our partners with the levels of security that are realistic and cost effective. The following advanced security services are not automatically included in a Managed Technology Services Agreement, but are specifically recommended to and chosen by the partner according to their legal compliancy needs, risk tolerance and business strategy. This list is subject to changes or additions at any point.

Security Awareness Training and Simulated Phishing Platform: Security awareness training campaigns (may include interactive modules, videos, games, newsletters, etc.) will be provided and can be tracked to ensure completion. In addition, simulated phishing attacks will provide users with practical experience in identifying and responding to phishing attacks. Reports, including stats, can be provided to management to track the efficacy of the training platform.

Security Information and Event Management (SIEM): This service ingests security and log events and processes them through advanced analytics to detect and notify Pantheon when changes in patterns, users or systems occur, based on unusual behavior and out-of-ordinary access. Data on such events is reported to meet regulatory requirements.

Dark Web ID Monitor and Reporting: This service proactively monitors the Dark Web for stolen or compromised identification data for your organization and sends real-time alerts when data is discovered.

Multi-Factor Authentication: Multi-Factor Authentication allows for a second factor to be added to domain active directory logins. This helps mitigate the threat caused by the phishing of credentials by bad actors.

Application Whitelisting: Application Whitelisting prevents any software, services or executables from running on an endpoint unless specifically approved.

Office 365 Backup: Microsoft does not back up Office 365 accounts or the data they contain. They will help to recover any data deleted in the last 60 days, but beyond that data is irretrievable. Having an independent Office 365 Backup saves you from malicious or accidental deletion of data by members of your team.

Network Vulnerability Scanning: Performing routine scans of your network to detect and remediate any found security vulnerabilities is a process required by some compliancy standards and is a positive step for any organization to take to improve their security.

WHY PANTHEON:

Pantheon Computers believes that everything we do is rooted in relationships. It is the nature and character of that relationship that forms our core values. In our relationships with each other and our clients we are committed to:

1. Being an **Invested Partner**
2. **Doing the Right Thing**
3. Being **Accountable**
4. Striving for **Transformative Growth**

INVESTED PARTNER

Pantheon takes the time to learn about your business and what success means to you. We want to understand your goals and concerns so that we can provide you with the information and support you need to make decisions that move your business forward. Every person at every level of Pantheon is involved so we can provide multi-dimensional support. We have your best interests in mind, because we believe that your success is our success. We strive to function as your business' virtual CIO and not as a vendor.

DO THE RIGHT THING

We aim to provide excellent value for your dollar. The IT line item in your budget is significant and it is vital for that money to be an investment in your success and not just an expense. We commit to not over-selling or under-solving your problems. We take pride in knowing that we are fair and honest in our recommendations for your business and earn the trust of our clients.

We genuinely care about client satisfaction. Your concerns, needs and worries are a priority for us, and we diligently seek ways to assist in addressing and alleviating those things for you.

We also understand that you do not necessarily have the tools or knowledge available to make sure we are doing our jobs properly. So, we commit to doing the right thing for your business – even if that results in a loss for us.

ACCOUNTABLE

The truth is a lot of clients don't really understand a lot of what we do. Holding your MSP accountable can be hard. We make it easier with reporting, having frank conversations on visible accountability, and regular check-ins with your advisor to track the progress on your goals.

When we make mistakes, we will own them. This is important because once we are all comfortable with accountability on the day-to-day stuff, we can move on to the fun stuff like innovation, automation and AI.

TRANSFORMATIVE GROWTH

We want to help you dream and then help you get to your dream. Our senior advisors run our business, so they understand the struggles and the joys of it. They also want to talk about your strategic goals, budgeting, forecasting/road mapping, risk management, compliance, cyber security insurance plans, and new technologies.

We are always looking to learn more; and then work on thinking critically and creatively on ways new technologies can benefit you. We are not a company that creates new software or writes code, but we are innovative in the ways we take enterprise level technologies and/or best practices and find ways to shape them to benefit you.

EXECUTIVE SUMMARY

Pantheon Computers proposes the following summary in taking over as the Managed Services Provider for City of Morristown as described in the previous pages of this document. Pantheon Computers offers a comprehensive approach to Advise, Plan, Implement, and Support your organization's IT systems.

The following is an executive overview of our proposal for partnership:

1. Fully Managed Agreement for your IT systems: \$1,200 /mo (Up to 8 PC's)
2. Onboarding Amount: \$1,200
3. Projects: Cloud Migration – See additional quote/scope of work
4. Proposed Start Date: November 1st
5. O365 licenses not included.
6. **Include Security Awareness Training and Simulated Phishing Platform and Dark web Monitoring at no additional cost for up to 5 users**

Next Steps:

Introductions to Your Designated Team:

- Meet with your Advisor(s) who will partner with you to understand how you can leverage IT to make your organization even more effective in fulfilling your vision and mission.
- Schedule ongoing meetings with you as often as you want to answer questions and build/review onboarding plans.
- Instruction and introductions to your whole team to help them understand how to get support and what our new relationship looks like.

Begin Ongoing Support:

- Standard full support: 8am – 5pm weekdays
- Urgent support: 6am – 8am and 5pm – 8pm weekdays
- Emergency support: after hours
- Access to our senior technical staff in specialty fields of Security, Operations, and Project management.

Installation/Execution of our entire stack of Standard Security Solutions:

- Advanced Endpoint Protection
- DNS validation
- SPAM email filtering
- Backup monitoring and maintenance
- Security assessments on best practices
- Workstation OS and software updates and patching
- Plus, many other features, two factor authentication, VPN access...



Bevcomm Managed IT Proposal

Quote # 251024

Version 1

Prepared for:

City of Morristown.

Ellen Judd

ejudd@ci.morristown.mn.us

123 West 7th Street
Blue Earth MN 56013
www.bevcommbusiness.com
877-864-5156

Description of Bevcomm Business Services

Remote Monitoring & Management

Bevcomm offers dedicated Managed IT services to provide a first-rate IT environment that gives customers confidence in their infrastructure's health and security. We manage all aspects of IT by proactively monitoring, managing, and supporting IT networks and infrastructure. We work with you to achieve your IT goals, respond quickly to your needs, and help you plan strategically.

We will help you leverage new IT technologies to drive growth, improve efficiency, and enhance end-user satisfaction. We have certified and selected the industry's best platforms and built a comprehensive transparency-support model, giving us an intuitive view of your IT environment 24/7/365.

In addition to telephone and email support, our technicians can remotely access and assume control of an end user's computer to diagnose and resolve issues quickly and help maintain employee productivity.

Managed Firewall

IT Security is a significant concern for all companies; therefore, we have invested heavily in our Security-as-a-Service offering. We offer 24x7x365 firewall administration and monitoring, providing complete visibility over all security events. Our solution helps protect your infrastructure from hacking, phishing, adware, malware, and trojans at the firewall.

Managed Wi-Fi

Wireless accessibility and security are no longer an either-or choice. Bevcomm delivers secure, enterprise-grade Wi-Fi capability. We take the guesswork out of wireless security and provide a managed Wi-Fi solution customized to meet your unique business needs.

Hard Drive Data Encryption (At Rest)

WatchGuard's at-rest hard drive encryption protects data on a computer's hard drive when it is not actively in use, helping prevent unauthorized access in the event of theft or loss. It uses Microsoft BitLocker technology to achieve this on Windows devices.

Datto Siris 5 Business Continuity and Disaster Recovery

Datto Siris 5 BCDR provides both on premise & cloud backup protection for your critical data. To ensure your business is always protected and minimize downtime to ensure continuity in day-to-day operations and quick restoration in the event of a recovery from a disaster is ever needed.

Full Cyber Security Suite

WatchGuard's Cyber Security Suite of products monitors your servers and workstations 7X24.

KnowB4 User Cyber Security Training

KnowBe4 is the world's largest integrated platform for security awareness training combined with simulated phishing attacks. Your employees will receive ongoing training to help educate and manage the continuing problem of social engineering.

Dark Web Monitoring

The process of scanning hidden internet sites for your personal information, such as Social Security numbers, passwords, or credit card details that may have been exposed in a data breach.

Managed Services and Security Proposal

Prepared by:
Dan Jacobson
Solution Engineer
DJacobson@bevcomm.com
(952)-758-0536

Prepared for:
City of Morristown.
Ellen Judd
ejudd@ci.morristown.mn.us
(507)-685-2302

Quote Information
Quote # 251024
Version: 1
Delivery Date: TBD
Expiration Date:
11/27/2025

On-Boarding Services:

Item	Description	Price	Qty	Ext. Price
Labor	Estimated Installation of Security and Remote Monitoring Services.	\$3,000.00	1	\$3,000.00
One-Time Cost				\$3000.00

New File Server Purchase:

Item	Description	Price	Qty	Ext. Price
New Business File Server	Business Grade File & Active Directory Server	\$8149.00	1	\$8149.00
One-Time Purchase				\$8149.00

Managed Services:

Item	Description	Price	Qty	Ext. Price
Workstation RMM Care	Remote Monitoring and Management Includes Local Help Desk M-F 8:00-5:00	\$40.00	3	\$120.00
Microsoft Office Products	Microsoft O365 Business Basic	\$6.00	6	\$36.00
Microsoft Office Products	Microsoft O365 Business Standard	\$12.50	4	\$50.00
WatchGuard Workstation Security	WatchGuard Passport includes enhanced Endpoint Protection and Multi-Factor Authentication.	\$18.00	3	\$54.00
Server RMM Care	Remote Monitoring and Management Includes Local Help Desk M-F 8:00-5:00	\$150.00	1	\$150.00
WatchGuard Managed Firewall	Essential Security Component T-35	\$175.00	1	\$ 175.00
Server and PC Hard Drive Encryption	At Rest Hard Drive Encryption	\$4.00	3	\$12.00
Datto Siris 5	On-site & Cloud Backup Service	\$299.00	1	\$299.00
KnowB4 Cyber Security Training	KnowB4 Security Awareness Training	\$5.00	2	\$ 10.00
Managed Access Points	WatchGuard Wireless Access Points	\$25.00	3	\$75.00
Monthly Recurring Subtotal				\$981.00
Optional Item	Description	Price	Qty	Ext. Price
Dark Web Monitoring	Proactive process of searching for and monitoring information on the hidden dark web	\$100.00	1	\$100.00

Monthly Service Agreement

Customer shall also be responsible for the payment of services rendered by Bevcomm for any equipment moves, adds and changes requested by Customer after the equipment is installed.

Maintenance: Bevcomm shall be responsible for the maintenance and repair of all equipment installed at the Customer's premises, at no cost to Customer, except for equipment willfully damaged by Customer or acts of God. Customer agrees that it shall pay for the repair or replacement of any equipment willfully damaged by Customer or its employees, agents and invitees or acts of God.

Increase in Monthly Fee: Bevcomm reserves the right to increase the monthly fee upon 30 days written notice to Customer after the initial term of the agreement.

Default: Customer agrees that should it fail to make payment due by the 30th day of the month in which it is due, Bevcomm shall have the right to repossess all equipment described in Exhibit A, and that Customer agrees to forfeit any payments made to Bevcomm prior to repossession as liquidated damages. Customer agrees to allow Bevcomm employees to enter its premises during business hours to obtain equipment in the event of default. Bevcomm shall be entitled to any other legal remedy available to protect its ownership interest in the equipment or enforce any and all terms of this agreement.

Successors and Assigns: This agreement shall not be assigned to any successor or other party without the express written consent of Bevcomm, and no such consent shall be unreasonably withheld. Bevcomm shall not assign this agreement to a successor or other party with the express written consent of Customer, and no such consent shall be unreasonably withheld.

WARRANTIES: ANY MATERIALS, SUPPLIES, PARTS, AND OTHER PRODUCTS SUPPLIED OR PROVIDED BY BEVCOMM, INC. ARE PROVIDED ON AN "AS IS" BASIS. THE MANUFACTURERS OF SAID MATERIALS, SUPPLIES, PARTS AND OTHER PRODUCTS MAY PROVIDE WARRANTIES FOR THEIR PRODUCTS. WARRANTY QUESTIONS OR PROBLEMS WITH RESPECT TO SUCH MATERIALS, SUPPLIES, PARTS, AND OTHER PRODUCTS SHOULD BE ADDRESSED TO THE MANUFACTURER. BEVCOMM, INC. DOES NOT WARRANT THAT ANY MATERIALS, SUPPLIES, PARTS, OR OTHER PRODUCTS WILL MEET CUSTOMERS REQUIREMENTS, OR THAT THE OPERATION OR USE OF ANY MATERIALS, SUPPLIES, PARTS, OR OTHER PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE. BEVCOMM, INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SOME STATES HAVE LAWS WHICH ARE DIFFERENT FROM THOSE STATED HEREIN, AND IN SUCH STATES, THE MINIMUM REQUIRED WARRANTY SHALL APPLY.

LIMITATION ON LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES OR EQUIPMENT UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO BEVCOMM FOR SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED.

NO ACTION ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, MAY BE BROUGHT MORE THAN ONE YEAR AFTER THE CLAIMED DAMAGING ACT HAS OCCURRED. IN ANY STATE WITH LAWS REQUIRING LIABILITY TERMS WHICH ARE DIFFERENT FROM THOSE SET FORTH HEREIN, SUCH MINIMUM REQUIRED LIABILITY TERMS SHALL APPLY TO THE EXTENT LEGALLY REQUIRED.

BEVCOMM SHALL NOT BE RESPONSIBLE FOR ANY OF THE DAMAGES RESULTING FROM CUSTOMER'S INTENTIONAL ACTIONS, NEGLIGENCE, OR ERROR, INCLUDING BUT NOT LIMITED TO CUSTOMER'S OFFICERS, EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS.

The Customer may modify the quantity of an existing monthly service by writing or sending an electronic notice to Bevcomm Business Solutions. Upon receipt, any such notice will automatically amend this proposal to reflect the new quantity of monthly services and the new Monthly Services Fee.

Bevcomm Business	City of Morristown.
Signature: _____	Signature: _____
Name: Dan Jacobson _____	Name: Ellen Judd _____
Title: Solutions Engineer _____	Title: City Administrator / Public Works Director
Date: _____	Date: _____

Exhibit A

Services

- Bevcomm Security Bundle
 - Watchguard T35 Managed Firewall
 - WatchGuard Endpoint Protection Detection and Response software
 - Server Implementation/Migration
 - Bevcomm Server RMM
 - Datto Siris 5X Server Backup, Cloud & Premise Back-up
 - Bevcomm Remote Monitored and Managed software for the City of Morristown computers
 - Free telephone tech support Monday-Friday from 8:00 am to 5:00 pm.
 - On-site services are billed on a time-and-materials basis at \$175.00 per hour.
 - Emergency After-Hours Support is available at an hourly rate of \$195.00 per hour.

Equipment and Accessories

- WatchGaurd T35-W
- WatchGuard Wireless Access Points

Customer Contact:

- Ellen Judd
- ejudd@ci.morristown.mn.us
- (507)-642-7272