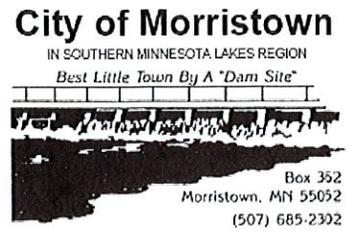


MORRISTOWN CITY COUNCIL MEETING AGENDA
Regular Meeting 7:00 p.m.
Tuesday, January 2, 2024
Public Hearing – Master Fee Schedule – 7:05 p.m.
Public Hearing – Application for Variance – to follow



1. **Call to Order**
2. **Pledge of Allegiance**
3. **Additions/Corrections to Agenda:**
 - A. Unfinished Business 6A: Sheriff's Contract
 - B. New Business 7R1: Resolution 2024-10 Resignation of Adrienne O'Rourke (Temp Event Set-up)
4. **Comments and Suggestions from Citizens Present:**
5. **Consent Agenda:**
 - A. Police Report – December 2023 – Will be sent in separate email when received
 - B. Fire Department Report – December 2023
 - C. Public Works Report – December 2023
 - D. City Council Meeting Minutes – Regular Meeting 12/4/2023
 - E. Zoning Board Meeting Minutes – No meeting in December
 - F. Financial Reports – 12/31/23 – to come in separate email
 - G. Claims and Accounts – 12/1/2023-12/31/2023
 - H. Water Bill Delinquency Report

PUBLIC HEARING 7:05 p.m. – MASTER FEE SCHEDULE HEARING
– APPLICATION FOR VARIANCE – 403 Sidney St W

6. **Unfinished Business:**
 - A. *Addition: Sheriff's Contract*
7. **New Business:**
 - A. Ordinance 2024-1 Establishing Master Fee Schedule
 - B. Resolution 2024-1 Approving Publication of Ordinance by Title and Summary
 - C. Resolution 2024-2 Designating Official Newspaper
 - D. Resolution 2024-3 Designating Official Depository
 - E. Resolution 2024-4 Requesting Transfer of Ownership of 2nd St
 - F. Resolution 2024-5 Requesting Addition of Sidewalk along Main St
 - G. Resolution 2024-6 Accepting Donation from Coffee Club
 - H. Resolution 2024-7 Joint Powers Agreement, Eckberg Lammers
 - I. Resolution 2024-8 Approving the Transfer of Funds
 - J. Resolution 2024-9 Approving the Transfer of Funds
 - K. 2024 City Community Appointments
 - L. Engineering Firms – Bollig & ISG
 - M. Christmas Tree Pickup – Proposed 8th thru the 12th at noon
 - N. Columbus Day – Federal Holiday
 - O. Schedule Work Session for January
 - i. Safety Money
 - ii. City Code Enforcement
 - iii. Permitting Process
 - iv. HR Committee
 - v. Employee Review Process
 - P. Schedule Special Meeting for Audit Review – March 20th at 7:00 p.m. proposed
 - Q. SEH Supplemental Agreement Amendment
 - R. City Council Meeting Dates
 1. *Addition: Resolution 2024-10 Resignation of Adrienne O'Rourke (Temp Event Set-up)*
 - S. Travis Review
8. **Correspondence and Announcements:**
9. **Council Discussion and Concerns:**
10. **Adjournment:**
11. **Next Meeting:** Monday, February 5, 2024 – 7:00 p.m.

PUBLIC WORKS REPORT

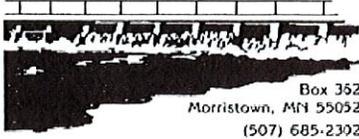
December, 2023

	LEAD	OPERATOR	SEASONALS
WATER	<input type="checkbox"/> Overflow water tower <input type="checkbox"/> Monthly water tests <input type="checkbox"/> Diagnose chlorine injection pump <input type="checkbox"/> Water meter flush <input type="checkbox"/> Fluoride report	<input type="checkbox"/> Raw water sample <input type="checkbox"/> Water meter flush <input type="checkbox"/> Water flow tests <input type="checkbox"/> Service tower generator	<input type="checkbox"/>
WASTEWATER	<input type="checkbox"/> Manhole checks <input type="checkbox"/> Decant from Lime Batch Tank <input type="checkbox"/> Clean flocculator <input type="checkbox"/> Empty scum pit <input type="checkbox"/> Samples to Janesville <input type="checkbox"/> Clean splitter box <input type="checkbox"/> Transducer diagnostics <input type="checkbox"/> Oil change in clarifiers	<input type="checkbox"/> Samples to Janesville <input type="checkbox"/> Clean flocculator <input type="checkbox"/> City-wide manhole checks <input type="checkbox"/> Clean WWTP and put away equipment <input type="checkbox"/> Lower & clean chlorine contact tank	<input type="checkbox"/>
STREETS	<input type="checkbox"/> Maintenance on big plow <input type="checkbox"/> Replace plow cutting edges <input type="checkbox"/> Street sweeping <input type="checkbox"/> Sand streets <input type="checkbox"/> Hang Christmas decorations and banners	<input type="checkbox"/> Wrap flower pots <input type="checkbox"/> Locate missing manhole <input type="checkbox"/> Locates <input type="checkbox"/> Service skidloader <input type="checkbox"/> Replace plow cutting edges <input type="checkbox"/> Snow removal <input type="checkbox"/> Hang Christmas decorations and banners	<input type="checkbox"/>
PARKS	<input type="checkbox"/> Garbage collection	<input type="checkbox"/> Garbage collection <input type="checkbox"/> Hang holiday banners	<input type="checkbox"/>
MISC	<input type="checkbox"/> Diagnose CC generator <input type="checkbox"/> Safety checks <input type="checkbox"/> Clean shop <input type="checkbox"/> Clean truck <input type="checkbox"/> Clean bathrooms	<input type="checkbox"/> Generator checks <input type="checkbox"/> Weld winch mounting bracket <input type="checkbox"/> Assemble welder <input type="checkbox"/> Build shelves in shop <input type="checkbox"/> Fire hall generator service <input type="checkbox"/> CC generator service <input type="checkbox"/> Check furnace filters <input type="checkbox"/> Clean bathrooms	<input type="checkbox"/>

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



Box 352
Morristown, MN 55052
(507) 685-2302

MORRISTOWN CITY COUNCIL MEETING MINUTES

Regular Meeting 7:00 p.m.

Monday, December 4, 2023

Public Hearing 7:15 p.m. (Truth-in-Taxation)

Council Present: Tony Lindahl (Mayor), Jake Golombeski, Linda Murphy, Leon Gregor, Joe Caldwell

Other Present: Ellen Judd (City Administrator), Connie Medeiros (City Clerk), Mark Rahrack (City Attorney), Bruce Morris (Fire Department), Jack Schwichtenberg, Skip Schwartz, Phil Thoreson, Tim Winsor, Josh Malecher, Steve Nordmeier, Rick Vollbrecht, Ron Wegner, Jeremy Hanson, Lisa Karl, Paul Meyer, Jan Rossow

1. **Call to Order:** Mayor Tony Lindahl called the meeting to order of the Morristown City Council on Monday, December 4, 2023, at 7:05 p.m. in the Council Chambers at 402 Division St., S, Morristown, MN.

2. **Pledge of Allegiance:** The Pledge of Allegiance was recited.

3. **Additions/Corrections to Agenda:**

A. New Business 7CC: DSG Meter Quote

Motion by Caldwell, seconded by Gregor and was carried unanimously to accept the agenda with the addition of DSG Meter Quote.

4. **Comments and Suggestions from Citizens Present:** R. Vollbrecht spoke on behalf of the baseball field, he informed Council that he would like to purchase a fabric for the field. The Council informed Mr. Vollbrecht that he needs at least 2 quotes before approving any purchase.

5. **Consent Agenda:**

A. Police Report – November 2023

B. Fire Department Report – November 2023

C. Public Works Report – November 2023

D. City Council Meeting Minutes – Regular Meeting 11/6/2023 & Work Session 11/8/2023

i. Special Meeting 10/11/2023

E. Zoning Board Meeting Minutes – 11/16/2023

F. Financial Reports – 11/31/23

G. Claims and Accounts – 11/1/2023-11/31/2023

H. Water Bill Delinquency Report

Motion by Golombeski, seconded by Gregor and was carried unanimously to approve the Consent Agenda.

Motion by Golombeski, seconded by Gregor and carried unanimously to close the regular meeting at 7:15pm and open the Special Meeting on Truth-in-Taxation.

PUBLIC HEARING 7:15p.m. – TRUTH IN TAXATION HEARING

Mayor requested from the residents in attendance if anyone had any comments or concerns. No one spoke up.

Motion by Gregor, seconded by Caldwell and was carried unanimously to close the Special Meeting at 7:17pm and open Regular Meeting.

6. **Unfinished Business:**

A. ESST Policy

Motion by Murphy, seconded by Gregor and was carried unanimously to approve the ESST Policy.

B. Drug and Alcohol Consortium and MMUA Membership

Motion by Murphy, seconded by Caldwell and was carried unanimously to approve the MMUA Membership.

C. Fine Letters

Murphy will confirm vehicle violations have been rectified and get back to City Clerk with continued violations. City Clerk will send out letters which will include fines.

7. New Business:

A. Resolution 2023-22 Adopting Final Property Tax Levy

Motion by Murphy, seconded by Gregor and was carried unanimously to approve Resolution 2023-22 Adopting Final Property Tax Levy

B. Resolution 2023-24 – Requesting the Establishment of Parking Restrictions – Discussions commenced with respect to no parking signs being placed in front of Chache’s (100 Franklin St., W). Mr. Thoreson has verbally agreed to keep vehicles in rotation if it is necessary to park on the side of street, no vehicles will be parked for extended periods of time. If any issues arise the city will inform Mr. Thoreson immediately. Mr. Thoreson agrees to work with City to avoid any problems at the intersection. The camper that was parked across the street has been moved and will not return.

Resolution 2023-24 Requesting the Establishment of Parking Restrictions has been denied. No further action at this time will be taken on Resolution 2023-24 Requesting the Establishment of Parking Restrictions.

C. Proposed Master Fee Schedule, Schedule Hearing: January 2nd, 7:05pm proposed

Motion by Gregor, seconded by Golombeski and was carried unanimously to approve the review of the Master Fee Schedule at the public hearing on January 2, 2024, at 7:05 pm.

D. SEH – Wencil Final Pay Application

Motion by Caldwell, seconded by Golombeski and was carried unanimously to approve SEH – Wencil Final Pay Application.

E. Re-Schedule January Meeting – Tuesday, January 2nd

Motion by Golombeski, seconded by Caldwell and was carried unanimously to approve the changing of the City Council meeting from Monday, January 1, 2024, to Tuesday, January 2, 2024.

F. Re-approve Resolution 2023-21 Post-Election Write-In Vote Counting with correct number

Motion by Gregor, seconded by Golombeski and was carried unanimously to approve the Resolution 2023-21 Post Election Write-In Vote Counting with the correct Resolution number.

G. All About Signs Quote for Permitting Required Signs

Motion by Golombeski, seconded by Murphy and was carried unanimously to approve \$360.00 for All About Signs quote for 4 signs at \$90 each sign.

H. Fund Balance Policy

Motion by Murphy, seconded by Golombeski and was carried unanimously to approve the Fund Balance Policy at no less than 50% with a targeted goal of 75%.

I. CD Investment Option – With 2 CDs coming to maturity – the City Administrator presented 2 Edward Jones options to the Council to consider - 3-year term at 4.75% with a cushion of 4.60% for \$130,000 and 2-year term at 4.80% with a cushion of 4.70% for \$129,000. Both terms have no early withdrawal penalties.

Motion by Gregor, seconded by Caldwell and was carried unanimously to invest the total of \$259,021.31 in the 3-year CD at the 4.75% rate with the 4.60% cushion.

J. Sidewalk on Main St – Rice County Proposal

Motion by Murphy, seconded by Golombeski and was carried unanimously to accept the proposal from Rice County with respect to a sidewalk on northside of Main Street to the parking lot entrance.

K. Fence Dispute -

The discussion centered around a homeowner erecting a fence at the wrong property pin that was instructed by the Zoning Administrator. The Council agreed to reimburse the property owner up to the estimated cost (\$263.00) for removing the newly installed fence poles due to the fact the Zoning Administrator erroneously identified the wrong property pin. M. Rahrlick spoke about how other small cities/towns do not have zoning administrators and how they deal with permits. He explained that the permit process should consist of the property owner applying for a permit and included with the application a drawing of the property lines. That the permit should be issued under those guidelines and that if it is incorrect that the burden/liability is on the property owner to rectify the error. No liability is place on the city.

L. Permitting Process – Explained above.

M. Wholesale Tire – Parcel Division – M. Rahrlick explained to the Council that a preliminary plat is needed to be submitted prior to any division of property before any action can be taken.

N. Fire Department Call Amount - \$10 to \$15 per call

Motion by Murphy, seconded by Golombeski, Gregor and Caldwell abstained, motion carried to allow FD request to change call amount pay from \$10 per call to \$15 per call.

O. Fire Relief Spending – B. Morris presented 2024 proposed levy (Fire Relief spending) with numbers as

follows: with Fire Relief Funding a total of \$615,647 a 7.2% increase and without Fire Relief Funding a total of \$666,147 a 16.0% increase. He also presented the numbers for “Turn out gear” at \$12,500; SCBA at \$8,000; and Radios at \$30,000 a total of \$50,000.

P. Tanker Fund to increase from \$50,000 to \$65,000

Motion by Caldwell, seconded by Murphy and was carried unanimously to approve the Tanker Fund increase from \$50,000 to \$65,000.

Q. Sheriff’s Contract

Motion by Murphy, seconded by Golombeski and was carried unanimously to begin the process of renegotiating the Sheriff’s Contract from 60 hours down to 40 hours.

R. After Prom, Hall Use – Murphy explained that the After Prom would like permission to have access to the Great Hall and Gov’t room (when not in use) to prepare for the After Prom event.

S. Pay City Council, Zoning Board, and Elected Fire Officials

Motion by Golombeski, seconded by Gregor and was carried unanimously to approve the annual payments to Mayor and City Council members, Zoning Board members, and Elected Fire Department Officials.

T. Commercial Club Parking Lot Use, Christmas Parade – Commercial Club will be using the Community Center’s parking lot as the staging and line up for the 2024 holiday parade.

U. Supervisor for 2024 Street Project – The Council discussed the need for a city supervisor for the 2024 Street project. The Council agreed that no supervisor will be appointed. The Council agreed that SEH and the contractors have supervisors watching the project and that adding a city supervisor will just cause unnecessary problems.

V. Approval to Pay Bills in Advance – Entire List for Council Consideration and Approval

Motion by Murphy, seconded by Gregor and was carried unanimously to approve bill pay in advance.

W. Resolution 2023-26 Creation of Fund 403, 2024 Street Project

Motion by Murphy, seconded by Golombeski and was carried unanimously to approve Resolution 2023-26 for the Creation of Fund 403, 2024 Street Project.

X. Resolution 2023-25 Creation of Fund 703 Sewer Capital Fund

Motion by Gregor, seconded by Murphy and was carried unanimously to approve Resolution 2023-25 for the Creation of Fund 703 Sewer Capital Fund.

Y. Resolution 2023-23 Creation of Fund 702 Water Capital Fund

Motion by Caldwell, seconded by Golombeski and was carried unanimously to approve Resolution 2023-23 for the Creation of Fund 702 Water Capital Fund.

Z. Bill Public Works time to Homeowner

Motion by Caldwell, seconded by Murphy and was carried unanimously to approve the billing to the property owner for the overtime of Public Works employees of up to \$200.00.

AA. COLA

Motion by Golombeski, seconded by Murphy, objected by Caldwell, motion carried to approve COLA of 3% to city employees starting in January 2024.

BB. Travis Review – T. Mullenmeister was not present at the meeting. Annual review was not discussed.

Motion by Golombeski, seconded by Gregor and was carried unanimously to conduct T. Mullenmeister’s review at the January 2, 2024, City Council meeting.

CC. Addition: DSG Meter Quote

Motion by Murphy, seconded by Caldwell and was carried unanimously to approve the quote from DSG for meter at the quoted amount of \$3,435.30.

8. Correspondence and Announcements:

9. Council Discussion and Concerns:

10. Adjournment: *Motion by Golombeski, seconded by Caldwell and was carried unanimously to adjourn the December 4, 2023, City Council meeting at 8:55 p.m.*

11. Next Meeting: 7:00 p.m. Tuesday, January 2, 2024

Tony Lindahl, Mayor

Attest,

Connie Medeiros, City Clerk

CITY OF MORRISTOWN
Transaction Activity

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
-E Expenditure				
ALEX AIR APPARATUS	E 204-42210-215 Operating & Maintenance Supp	\$366.39	Swivel rocker lug for tanker truck	12/04/23
ALL ABOUT SIGNS LLC	E 204-42210-215 Operating & Maintenance Supp	\$81.80	Name stickers for two new fire fighters	12/04/23
ALL ABOUT SIGNS LLC	E 204-42210-215 Operating & Maintenance Supp	\$105.36	"Now accepting firefighters" sign	12/04/23
ALL ABOUT SIGNS LLC	E 204-42210-215 Operating & Maintenance Supp	\$253.00	Sign for retired firefighters	12/04/23
ALL ABOUT SIGNS LLC	E 204-42210-215 Operating & Maintenance Supp	\$170.00	Frames for retired firefighters	12/04/23
ALL ABOUT SIGNS LLC	E 204-42210-215 Operating & Maintenance Supp	\$23.00	Helmet decal	12/04/23
ALL ABOUT SIGNS LLC	E 204-42210-300 Professional Services	\$4,400.00	Tanker truck wrap	12/04/23
BADGER METER	E 602-49490-302 WST Metering & Billing	\$166.57	November Cellular Service to Endpoints	12/04/23
BADGER METER	E 601-49440-302 WST Metering & Billing	\$166.56	November Cellular Service to Endpoints	12/04/23
COMMUNITY CO-OP OIL ASSN	E 204-42210-212 Motor Fuels	\$203.42	Fuel for November: Acct# 620143	12/04/23
COMMUNITY CO-OP OIL ASSN	E 100-45202-212 Motor Fuels	\$58.98	Fuel for November: Acct# 319870	12/04/23
COMMUNITY CO-OP OIL ASSN	E 100-43101-212 Motor Fuels	\$176.95	Fuel for November: Acct# 319870	12/04/23
COMMUNITY CO-OP OIL ASSN	E 602-49490-215 Operating & Maintenance Supp	\$496.76	Tires for 2020 Chevy	12/04/23
COMMUNITY CO-OP OIL ASSN	E 601-49440-215 Operating & Maintenance Supp	\$496.76	Tires for 2020 Chevy	12/04/23
COMMUNITY CO-OP OIL ASSN	E 602-49490-212 Motor Fuels	\$176.95	Fuel for November: Acct# 319870	12/04/23
COMMUNITY CO-OP OIL ASSN	E 601-49440-212 Motor Fuels	\$117.96	Fuel for November: Acct# 319870	12/04/23
COMMUNITY CO-OP OIL ASSN	E 601-49440-212 Motor Fuels	\$58.98	Fuel for November: Acct# 319870	12/04/23
COMMUNITY CO-OP OIL ASSN	E 100-41941-212 Motor Fuels	\$400.00	November Prosecution Services	12/04/23
ECKBERG LAMMERS	E 100-41610-304 Legal Fees	\$61.21	1/3 of Postage for utility bills	12/04/23
ELAN CORPORATE PAYMENT SYSTEM	E 603-49520-202 Postage	\$65.09	Bulbs for snowflakes	12/04/23
ELAN CORPORATE PAYMENT SYSTEM	E 100-43101-215 Operating & Maintenance Supp	\$59.41	1/3 of Postage for utility bills	12/04/23
ELAN CORPORATE PAYMENT SYSTEM	E 602-49490-202 Postage	\$59.41	1/3 of Postage for utility bills	12/04/23
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-202 Postage	\$126.22	Water samples	12/04/23
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-306 W/S Sample Testing	\$44.99	Storage baskets for paper	12/04/23
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-200 Office Supplies	\$152.15	Phone cases and screen protectors for new phones	12/04/23
ELAN CORPORATE PAYMENT SYSTEM	E 100-41941-215 Operating & Maintenance Supp	\$133.11	File folders and bar	12/04/23
ELAN CORPORATE PAYMENT SYSTEM	E 100-41941-200 Office Supplies	\$256.00	DO probe for WWTP	12/04/23
ELAN CORPORATE PAYMENT SYSTEM	E 602-49490-215 Operating & Maintenance Supp	\$1.40	8/25/23-11/24/23 Toshiba Coverage	12/04/23
EO JOHNSON CO INC	E 204-42210-206 Printer/Rental/Software	\$1.40	8/25/23-11/24/23 Toshiba Coverage	12/04/23
EO JOHNSON CO INC	E 603-49520-206 Printer/Rental/Software	\$2.80	8/25/23-11/24/23 Toshiba Coverage	12/04/23
EO JOHNSON CO INC	E 602-49490-206 Printer/Rental/Software	\$2.80	8/25/23-11/24/23 Toshiba Coverage	12/04/23
EO JOHNSON CO INC	E 601-49440-206 Printer/Rental/Software	\$2.80	8/25/23-11/24/23 Toshiba Coverage	12/04/23
EO JOHNSON CO INC	E 100-41948-206 Printer/Rental/Software	\$5.59	8/25/23-11/24/23 Toshiba Coverage	12/04/23
FARIBAULT FLEET SUPPLY	E 100-41941-260 Clothing	\$46.51	Work gloves	12/04/23
GOPHER STATE ONE CALL	E 100-43102-305 Locating Services	\$0.73	October, 9 tickets	12/04/23
GOPHER STATE ONE CALL	E 602-49490-305 Locating Services	\$5.71	October, 9 tickets	12/04/23

Check/Receipt Date

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
GOPHER STATE ONE CALL	E 601-49440-305 Locating Services	\$5.71	October, 9 tickets	12/04/23
HEIMAN INC	E 204-42210-215 Operating & Maintenance Supp	\$750.96	Tanker dump valve package	12/04/23
HILLYARD	E 100-41948-211 Cleaning Supplies	\$61.07	Cleaning Supplies	12/04/23
HILLYARD	E 100-41946-211 Cleaning Supplies	\$61.07	Cleaning Supplies	12/04/23
NORDMEIER BROS INC	E 204-42210-215 Operating & Maintenance Supp	\$53.50	Oil change, oil and filter	12/04/23
OLYMPIC FIRE PROTECTION CORP	E 204-42210-300 Professional Services	\$200.00	Annual Fire Ext Inspection	12/04/23
OLYMPIC FIRE PROTECTION CORP	E 100-41946-300 Professional Services	\$200.00	Annual Fire Ext Inspection	12/04/23
RANDY MESCHKE	E 204-42210-215 Operating & Maintenance Supp	\$393.53	Parts for the tanker truck	12/04/23
RANDY MESCHKE	E 204-42210-215 Operating & Maintenance Supp	\$96.00	Parts for floating pump	12/04/23
RANDY MESCHKE	E 204-42210-300 Professional Services	\$10,690.52	Tanker truck build and modifications	12/04/23
RANDY MESCHKE	E 602-49490-407 Sludge Removal/Disposal	\$2,947.50	10 acres rental for sludge hauling, ripping it in	12/04/23
RENT N SAVE PORTABLE SERVICES	E 100-45202-418 Rentals: Portable Rest Rooms	\$81.65	10/9/23-10/20/23, one standard, two handicap	12/04/23
US BANK	E 370-47110-620 Fiscal Agents' Fees	\$500.00	11/1/23-10/31/24 Agent Fees, 2020A Bond	12/04/23
UTILITYLOGIC	E 204-42210-240 Small Tools and Equipment	\$1,370.61	New gas monitor	12/04/23
ARCHAMBAULT BROTHERS INC	E 603-49520-384 Refuse Disposal	\$6,610.46	November Trash Removal	12/11/23
BANYON DATA SYSTEMS	E 100-41910-300 Professional Services	\$1,871.25	Permits and Licensing Module	12/11/23
BANYON DATA SYSTEMS	E 100-41941-300 Professional Services	\$84.00	Banyon Yearly Support Charge	12/11/23
BANYON DATA SYSTEMS	E 100-41910-300 Professional Services	\$84.00	Banyon Yearly Support Charge	12/11/23
BANYON DATA SYSTEMS	E 100-41910-300 Professional Services	\$504.00	Banyon Yearly Support Charge	12/11/23
BANYON DATA SYSTEMS	E 603-49520-300 Professional Services	\$504.00	Banyon Yearly Support Charge	12/11/23
BANYON DATA SYSTEMS	E 601-49440-300 Professional Services	\$504.00	Banyon Yearly Support Charge	12/11/23
BANYON DATA SYSTEMS	E 602-49490-300 Professional Services	\$504.00	Banyon Yearly Support Charge	12/11/23
BHE COMMUNITY SOLAR LLC	E 100-41948-380 Utility Services	\$381.04	October Electricity at 404 Division St S	12/11/23
BHE COMMUNITY SOLAR LLC	E 204-42210-380 Utility Services	\$195.65	October Electricity at 506 Division St S	12/11/23
BHE COMMUNITY SOLAR LLC	E 100-41941-380 Utility Services	\$195.65	October Electricity at 109 2nd St SW	12/11/23
BHE COMMUNITY SOLAR LLC	E 100-41946-380 Utility Services	\$350.96	October Electricity at 404 Division St S	12/11/23
BHE COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$552.17	October Electricity at 504 3rd St SE	12/11/23
CENTERPOINT ENERGY	E 204-42210-380 Utility Services	\$434.50	November Gas Utilities at Fire Hall. Acct#10583553-2	12/11/23
DSG DAKOTA SUPPLY GROUP	E 601-49440-215 Operating & Maintenance Supp	\$3,867.11	Flex key and meter assembly	12/11/23
GOPHER STATE ONE CALL	E 601-49440-305 Locating Services	\$10.15	November, 16 tickets	12/11/23
GOPHER STATE ONE CALL	E 602-49490-305 Locating Services	\$10.15	November, 16 tickets	12/11/23
GOPHER STATE ONE CALL	E 100-43102-305 Locating Services	\$1.30	November, 16 tickets	12/11/23
HARRY BROWNS	E 204-42210-300 Professional Services	\$120.36	Oil change on Rescue Truck	12/11/23
HAWKINS INC	E 601-49440-216 Chemicals	\$1,093.95	Water Tower Chemicals	12/11/23
HAWKINS INC	E 602-49490-216 Chemicals	\$3,049.61	WWTP Chemicals	12/11/23
HILLYARD	E 100-41948-211 Cleaning Supplies	\$25.70	Cleaning Supplies	12/11/23
HILLYARD	E 100-41946-211 Cleaning Supplies	\$25.70	Cleaning Supplies	12/11/23
METCON LUMBER AND HARDWARE	E 204-42210-215 Operating & Maintenance Supp	\$319.45	Supplies to fix garage door	12/11/23
METERING AND TECHNOLOGY SOLUT	E 601-49440-215 Operating & Maintenance Supp	\$2,355.40	Meter body, endpoints, Registers	12/11/23
MPETERS ENTERPRISES	E 100-41948-215 Operating & Maintenance Supp	\$179.20	Flag for City Hall, (Coffee Club donated the money)	12/11/23
NAPA WATERVILLE	E 100-45202-215 Operating & Maintenance Supp	\$81.46	Oil, filters, etc for public works	12/11/23
NAPA WATERVILLE	E 100-41941-215 Operating & Maintenance Supp	\$173.01	Oil, filters, etc for public works	12/11/23
NAPA WATERVILLE	E 100-43101-215 Operating & Maintenance Supp	\$255.62	Oil, filters, etc for public works	12/11/23

Search Name	Account Descr	Amount	Comments	Check/Receipt	Date
NAPA WATERVILLE	E 601-49440-215 Operating & Maintenance Supp	\$120.14	Oil, filters, etc for public works		12/11/23
NAPA WATERVILLE	E 602-49490-215 Operating & Maintenance Supp	\$120.13	Oil, filters, etc for public works		12/11/23
USA BLUEBOOK	E 601-49440-215 Operating & Maintenance Supp	\$760.04	Well level indicator, sounder and probe		12/11/23
WHOLESALE TIRE	E 204-42210-215 Operating & Maintenance Supp	\$1,793.17	Tires for tanker truck		12/11/23
MN DEPARTMENT OF REVENUE	E 601-49440-437 Sales Tax	\$19.00	November 2023 Sales & Use Tax Return		12/13/23
MN DEPARTMENT OF REVENUE	E 603-49520-439 Refuse Tax	\$480.00	November 2023 Sales & Use Tax Return		12/13/23
VERIZON WIRELESS	E 100-41941-320 Communication	\$41.23	11/7/23-12/6/23 Public Works Phone		12/13/23
VERIZON WIRELESS	E 100-41946-320 Communication	\$41.23	11/7/23-12/6/23 Community Center Phone		12/13/23
VERIZON WIRELESS	E 100-41941-320 Communication	\$40.01	11/7/23-12/6/23 Public Works Tablet Internet		12/13/23
VERIZON WIRELESS	E 100-41941-320 Communication	\$79.78	11/9/23-1/6/23 Public Works Phone 2		12/13/23
CENTERPOINT ENERGY	E 602-49490-380 Utility Services	\$22.69	November Sewer Plant Gas Utilities		12/18/23
CENTERPOINT ENERGY	E 100-41946-380 Utility Services	\$202.00	November Community Center Gas Utilities		12/18/23
CENTERPOINT ENERGY	E 100-41948-380 Utility Services	\$203.38	November City Hall Gas Utilities		12/18/23
CENTERPOINT ENERGY	E 100-41941-380 Utility Services	\$116.04	November Maintenance Shop Gas Utilities		12/18/23
CENTERPOINT ENERGY	E 601-49440-380 Utility Services	\$31.65	November Water Tower Gas Utilities		12/18/23
CENTERPOINT ENERGY	E 601-49440-380 Utility Services	\$31.65	November Water Pump Gas Utilities		12/18/23
EO JOHNSON CO INC	E 204-42210-206 Printer/Rental/Software	\$10.80	12/13/23-1/12/24 Toshiba Coverage		12/21/23
EO JOHNSON CO INC	E 100-41948-206 Printer/Rental/Software	\$43.20	12/13/23-1/12/24 Toshiba Coverage		12/21/23
EO JOHNSON CO INC	E 601-49440-206 Printer/Rental/Software	\$21.60	12/13/23-1/12/24 Toshiba Coverage		12/21/23
EO JOHNSON CO INC	E 602-49490-206 Printer/Rental/Software	\$21.60	12/13/23-1/12/24 Toshiba Coverage		12/21/23
EO JOHNSON CO INC	E 603-49520-206 Printer/Rental/Software	\$10.80	12/13/23-1/12/24 Toshiba Coverage		12/21/23
XCEL ENERGY	E 100-43101-387 Street Lighting	\$13.23	11/7/23-12/10/23 Electricity: Street Lights		12/21/23
XCEL ENERGY	E 100-43101-387 Street Lighting	\$18.44	11/7/23-12/10/23 Electricity: Auto Protective		12/21/23
XCEL ENERGY	E 601-49440-380 Utility Services	\$34.60	11/7/23-12/10/23 Electricity: Water Tower		12/21/23
XCEL ENERGY	E 100-45202-380 Utility Services	\$24.80	11/7/23-12/10/23 Electricity: Parks		12/21/23
XCEL ENERGY	E 602-49490-380 Utility Services	\$15.66	11/7/23-12/10/23 Electricity: Water Pump (Liftstation)		12/21/23
XCEL ENERGY	E 100-41941-380 Utility Services	\$194.85	11/7/23-12/10/23 Electricity: Maintenance Shop		12/21/23
XCEL ENERGY	E 100-41946-380 Utility Services	\$63.79	11/7/23-12/10/23 Electricity: Community Center		12/21/23
XCEL ENERGY	E 100-43101-387 Street Lighting	-\$26.98	11/7/23-12/10/23 Electricity: Street Lights		12/21/23
XCEL ENERGY	E 100-41944-380 Utility Services	\$18.88	11/7/23-12/10/23 Electricity: Historic Site (Feed Mill)		12/21/23
XCEL ENERGY	E 602-49490-380 Utility Services	\$316.43	11/7/23-12/10/23 Electricity: Sewer Pump (WWTP)		12/21/23
XCEL ENERGY	E 204-42210-380 Utility Services	\$357.69	11/8/23-12/11/23 Electricity: Fire Hall		12/21/23
XCEL ENERGY	E 100-43101-387 Street Lighting	\$1,374.39	11/7/23-12/10/23 Electricity: Street Lights Co-owned		12/21/23
XCEL ENERGY	E 601-49440-380 Utility Services	\$30.43	11/7/23-12/10/23 Electricity: Water Pump (Well#1)		12/21/23
AIRGAS	E 602-49490-215 Operating & Maintenance Supp	\$45.56	Argon cylinder rental		12/26/23
BANYON DATA SYSTEMS	E 100-41910-300 Professional Services	\$685.00	Property Management annual support and training		12/26/23
BEVCOMM	E 100-42110-320 Communication	\$130.93	January, Police Internet		12/26/23
BEVCOMM	E 602-49490-320 Communication	\$327.34	January, WWTP Internet		12/26/23
BEVCOMM	E 204-42210-320 Communication	\$130.93	January, Fire Hall TV		12/26/23
BEVCOMM	E 100-42502-320 Communication	\$10.91	January, Skywarn TV		12/26/23
BEVCOMM	E 601-49440-320 Communication	\$305.52	January, Water Internet		12/26/23
BEVCOMM	E 603-49520-320 Communication	\$185.49	January, Refuse Internet		12/26/23

Search Name	Account Descr	Amount	Comments	Check/Receipt	Date
CALIBRATIONS AND CONTROLS	E 601-49440-300 Professional Services	\$850.00	Check flow meter for Well 18&2		12/26/23
CITY OF OWATONNA	E 204-42210-300 Professional Services	\$548.57	12 months of eDispatch services		12/26/23
CLEARWAY COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$58.09	October Electricity for 201 Division St: Well #1		12/26/23
CLEARWAY COMMUNITY SOLAR LLC	E 602-49490-380 Utility Services	\$1,265.62	October Electricity for 75 Verdev Dr: WWTP		12/26/23
DG GARAGE DOOR	E 100-411941-215 Operating & Maintenance Supp	\$236.00	Garage door openers		12/26/23
DVS RENEWAL	E 100-43101-215 Operating & Maintenance Supp	\$20.25	1998 Ford Registration		12/26/23
DVS RENEWAL	E 100-45202-215 Operating & Maintenance Supp	\$20.25	2007 Chevy Registration		12/26/23
DVS RENEWAL	E 601-49440-215 Operating & Maintenance Supp	\$10.13	2020 Chevy Registration		12/26/23
DVS RENEWAL	E 602-49490-215 Operating & Maintenance Supp	\$10.12	2020 Chevy Registration		12/26/23
HACH COMPANY	E 601-49440-215 Operating & Maintenance Supp	\$1,514.00	pH meter for water testing		12/26/23
HAWKINS INC	E 602-49490-216 Chemicals	\$20.00	WWTP Chemicals		12/26/23
MENARDS - DUNDAS	E 601-49440-215 Operating & Maintenance Supp	\$1,599.99	Tool cart		12/26/23
PSN PAYMENT SERVICE	E 601-49440-300 Professional Services	\$29.37	Annual security compliance fee		12/26/23
PSN PAYMENT SERVICE	E 603-49520-300 Professional Services	\$29.37	Annual security compliance fee		12/26/23
PSN PAYMENT SERVICE	E 602-49490-300 Professional Services	\$30.26	Annual security compliance fee		12/26/23
RICE COUNTY	E 100-41110-350 Printing and Binding	\$145.49	2024 TNT statements		12/26/23
RICE COUNTY SHERIFFS OFFICE	E 100-42110-307 Police Administration	\$41,597.49	8/23-10/23, Law Enforcement Contract		12/26/23
SUEL PRINTING COMPANY	E 100-41110-350 Printing and Binding	\$64.00	Public hearing, Jan 2, Master Fee Schedule		12/26/23
TRUCK CENTER COMPANIES	E 100-43101-300 Professional Services	\$1,657.37	DOT inspection and repairs		12/26/23
TRUCK CENTER COMPANIES	E 100-43101-300 Professional Services	\$7,131.60	Rear differential and U-joint repairs		12/26/23
ADAMS, LEANNA & JODY	E 371-49001-810 Refunds and Reimbursements	\$322.90	2022 Street Project - Special Assessment: May 2022-N		12/31/23
AMERICAN LEGION POST 149	E 371-49001-810 Refunds and Reimbursements	\$671.63	2022 Street Project - Special Assessment: May 2022-N		12/31/23
BETHLEHEM LUTHERAN CHURCH	E 371-49001-810 Refunds and Reimbursements	\$1,122.54	2022 Street Project - Special Assessment: May 2022-N		12/31/23
BEUCLER, ALEX	E 371-49001-810 Refunds and Reimbursements	\$434.76	2022 Street Project - Special Assessment: May 2022-N		12/31/23
BEVCOMM D/B/A CANNON VALLEY TE	E 371-49001-810 Refunds and Reimbursements	\$540.85	CITY OF MORRISTOWN -2022 Street Project - Special		12/31/23
CALDWELL, JOSEPH & RACHELLE	E 371-49001-810 Refunds and Reimbursements	\$262.80	2022 Street Project - Special Assessment: May 2022-N		12/31/23
CANNON VALLEY TELCOM, INC.	E 371-49001-810 Refunds and Reimbursements	\$524.42	CITY OF MORRISTOWN 2022 Street Project - Special		12/31/23
CHRISTIANSON, LORAN & GAIL	E 371-49001-810 Refunds and Reimbursements	\$443.93	2022 Street Project - Special Assessment: May 2022-N		12/31/23
DAVIDSON, TRAVIS	E 371-49001-810 Refunds and Reimbursements	\$376.90	2022 Street Project - Special Assessment: May 2022-N		12/31/23
DELASLE, BRADY	E 371-49001-810 Refunds and Reimbursements	\$141.01	2022 Street Project - Special Assessment: May 2022-N		12/31/23
DYLAN BRODY & MEGAN DAMITZ	E 371-49001-810 Refunds and Reimbursements	\$546.24	2022 Street Project - Special Assessment: May 2022-N		12/31/23
ELMER, SCOTT & MARGARET	E 371-49001-810 Refunds and Reimbursements	\$279.69	2022 Street Project - Special Assessment: May 2022-N		12/31/23
FARIBAULT REGIONAL CENTER	E 371-49001-810 Refunds and Reimbursements	\$23.66	CITY OF MORRISTOWN 2022 Street Project - Special		12/31/23
GOLOMBESKI, JACOB	E 371-49001-810 Refunds and Reimbursements	\$107.64	2022 Street Project - Special Assessment: May 2022-N		12/31/23
GREEN, KYLE & KRISTINA	E 371-49001-810 Refunds and Reimbursements	\$286.01	2022 Street Project - Special Assessment: May 2022-N		12/31/23
GRINNELL, BRUCE	E 371-49001-810 Refunds and Reimbursements	\$17.84	2022 Street Project - Special Assessment: May 2022-N		12/31/23
HARP, LEAH	E 371-49001-810 Refunds and Reimbursements	\$23.66	2022 Street Project - Special Assessment: May 2022-N		12/31/23
HENSEN, RYAN	E 371-49001-810 Refunds and Reimbursements	\$375.37	2022 Street Project - Special Assessment: May 2022-N		12/31/23
HUGHES, ERIC & ABIGAIL	E 371-49001-810 Refunds and Reimbursements	\$346.62	2022 Street Project - Special Assessment: May 2022-N		12/31/23
KALAN, PAUL	E 371-49001-810 Refunds and Reimbursements	\$293.87	CITY OF MORRISTOWN - 2022 Street Project - Specia		12/31/23
KIKER, DYLAN	E 371-49001-810 Refunds and Reimbursements	\$293.66	2022 Street Project - Special Assessment: May 2022-N		12/31/23
MEIER, BOBBIE	E 371-49001-810 Refunds and Reimbursements	\$244.34	2022 Street Project - Special Assessment: May 2022-N		12/31/23

Search Name	Account Descr	Amount	Comments	Check/Receipt	Date
MESCHKE, TERRY & ANNA	E 371-49001-810 Refunds and Reimbursements	\$237.90	2022 Street Project - Special Assessment: May 2022-N		12/31/23
MINERCINI, CARLA	E 371-49001-810 Refunds and Reimbursements	\$390.70	2022 Street Project - Special Assessment: May 2022-N		12/31/23
MORRISTOWN HOUSING LIM	E 371-49001-810 Refunds and Reimbursements	\$651.78	CITY OF MORRISTOWN 2022 Street Project - Special		12/31/23
MOTTL, GABRIEL	E 371-49001-810 Refunds and Reimbursements	\$234.78	2022 Street Project - Special Assessment: May 2022-N		12/31/23
NORTHERN STATE POWER CO.	E 371-49001-810 Refunds and Reimbursements	\$408.19	City of Morristown, MN (105 2nd St., SW) 2022 Street		12/31/23
NOVOTNY, AARON	E 371-49001-810 Refunds and Reimbursements	\$339.23	2022 Street Project - Special Assessment: May 2022-N		12/31/23
OLD TOWN TAVERN	E 371-49001-810 Refunds and Reimbursements	\$434.18	2022 Street Project - Special Assessment: May 2022-N		12/31/23
OROURKE, FRANCES	E 371-49001-810 Refunds and Reimbursements	\$483.63	2022 Street Project - Special Assessment: May 2022-N		12/31/23
PERRIZO, MICHAELA	E 371-49001-810 Refunds and Reimbursements	\$310.27	2022 Street Project - Special Assessment: May 2022-N		12/31/23
PLUISTER, CHARLES & DONNA	E 371-49001-810 Refunds and Reimbursements	\$294.44	2022 Street Project - Special Assessment: May 2022-N		12/31/23
PREUSS, NICHOLAS	E 371-49001-810 Refunds and Reimbursements	\$371.88	2022 Street Project - Special Assessment: May 2022-N		12/31/23
SCHIEFFELBEIN, JOHN & SUSAN	E 371-49001-810 Refunds and Reimbursements	\$166.69	2022 Street Project - Special Assessment: May 2022-N		12/31/23
SCHLIE, DAVID & LYNDA	E 371-49001-810 Refunds and Reimbursements	\$195.21	2022 Street Project - Special Assessment: May 2022-N		12/31/23
STOBEL, TIMOTHY	E 371-49001-810 Refunds and Reimbursements	\$104.75	2022 Street Project - Special Assessment: May 2022-N		12/31/23
SUNSHINE APARTMENTS	E 371-49001-810 Refunds and Reimbursements	\$666.60	CITY OF MORRISTOWN 2022 Street Project - Special		12/31/23
THOMAS LINDE	E 371-49001-810 Refunds and Reimbursements	\$363.10	2022 Street Project - Special Assessment: May 2022-N		12/31/23
VELZKE, BRUCE & KRISTIN	E 371-49001-810 Refunds and Reimbursements	\$271.24	2022 Street Project - Special Assessment: May 2022-N		12/31/23
VELZKE, BRUCE & KRISTIN	E 371-49001-810 Refunds and Reimbursements	\$287.59	2022 Street Project - Special Assessment: May 2022-N		12/31/23
VELZKE, BRUCE & KRISTIN	E 371-49001-810 Refunds and Reimbursements	\$182.52	2022 Street Project - Special Assessment: May 2022-N		12/31/23
WENKER, GWENITH	E 371-49001-810 Refunds and Reimbursements	\$231.67	2022 Street Project - Special Assessment: May 2022-N		12/31/23
WOLF, KURT	E 371-49001-810 Refunds and Reimbursements	\$277.97	2022 Street Project - Special Assessment: May 2022-N		12/31/23
ZAHN, JEFFREY	E 371-49001-810 Refunds and Reimbursements	\$242.49	2022 Street Project - Special Assessment: May 2022-N		12/31/23
		\$130,329.09			
		\$130,329.09			

-E Expenditure

12/31/2023

Water/Sewer/Trash Accounts - Over 30 Days Delinquent

Name	Address	Balance	Cur Charges	Overdue	Notes
Cremeans, Brayann	108 Franklin St.	\$183.67	\$95.95	\$87.72	
Dillion, Sarah Mae	206 Division St. N	\$385.88	\$68.42	\$317.46	Spoke to son today - he will be in this week to pay in full
Finnegan, Brandon	407 4th St., NW	\$111.39	\$37.13	\$74.26	TRASH ONLY
Foster, Zinna	303 Division St. N	\$695.65	\$83.97	\$611.68	In contact w/ ACV Veterans Assoc. - will be paying bill in full by 1/15/2024
Jacobson, Kevin	305 1st St., NE	\$195.13	\$70.24	\$124.89	
Krenik, John & Dani	202 Division St., N	\$1,060.24	\$141.43	\$918.81	
<i>Winkelman, Jodi</i>	<i>204 Ann St.</i>	<i>\$132.22</i>	<i>\$67.51</i>	<i>\$64.71</i>	<i>Water turned off- base charges accumulating - Realty 32 Corp. is taking over the property.</i>
<i>Bracken, Chris</i>	<i>205 Main St., W</i>	<i>\$1,358.79</i>	<i>\$60.42</i>	<i>\$1,298.37</i>	<i>Water turned off - base charges accumulating</i>

City of Morristown - 2024 Master Fee Schedule

Type of License/Fee	Period	Amount	2024 Proposed
Licenses			
Dog Tag	One-Time	\$10.00	
Dangerous Animal Registration	One-Time	\$1,000.00	
Dog Impound Fee – Initial		\$25.00	
Per Day Impound Fee		\$25.00	
Chicken Permit Fee (licensing period January 1-December 31)		\$25.00	
Golf Cart License (licensing period April 1-March 31)		\$25.00	
Cigarette/ Tobacco License	Per Year	\$100.00	
Peddler/Solicitor License (Mayor to Approve)	Single per day	\$25.00	
	Yearly	\$150.00	
	Group – 2 or more Daily	\$50.00	
	Group – 2 or more – Yearly	\$300.00	
Dispensary Store License			TBD
Liquor			
On-Sale		\$1,900.00	
Off-Sale		\$200.00	
Sunday		\$200.00	
Club On-Sale		\$450.00	
Morristown Commerical Club On-Sale		\$100.00	\$250.00
On-Sale, Non-Intoxicating		\$50.00	
Zoning Permit			
Utility Sheds, Fences, Decks, Signs		\$100.00	
Siding, Roof, Window, Residential Solar Panels		\$100.00	
New Construction, Garages, Additions	Per Square Foot	\$0.25	
Mobile Home Single Wide		\$350.00	
Mobile Home Double Wide		\$500.00	
Permit Extension, and additional case by case fee	Minimum Charge	\$50.00	
(after expiration of initial extension period, the extension fee will double for each extension thereafter up to the discretion of the zoning board to review on a case-by-case basis)			
Conditional Use Hearing, Public Hearing or Special Meetings		\$250.00	
Rentals			
Council Room Rent			
Rent	Per Day	\$40.00	
Setup Fee (if applicable)	Per Day	\$25.00	
Community Center Great Hall			
Rental - Entire hall	Friday, Saturday, Holidays	\$1,000.00	\$1,100.00
Rental - Entire hall	Sunday through Thursday	\$500.00	\$600.00
Rental - Half hall	Friday, Saturday, Holidays	\$550.00	\$650.00
Rental - Half hall	Sunday through Thursday	\$350.00	\$450.00
Dance Security (Per Person)		\$200.00	
Damage Deposit		\$500.00	
501©(3) may rent the hall for half price with proper documentation. School events are a flat rate of \$250.			
Park Shelter Rent	Per Event	\$40.00	
Water/Sewer/Trash Rates			
Late Fee		\$25.00	\$35.00
Non-sufficient Fund (NSF) Fee		\$40.00	
Water Rates			
Base Charge		\$8.50	\$10.50
Per 1,000 Gallons Water Used		\$3.74	\$3.85
Second Meter Rate Per 1,000 Gallons Water Used		\$3.55	\$3.66
Residential Flat Rate Water Charge		\$5.56	\$5.73
Commercial Flat Rate Water Charge		\$12.99	\$13.38
Water Access Fee (WAC)		\$1,125.00	
Water Hookup Fee		\$187.50	DEFINE
Water Reconnection Fee		\$50.00	
Sale of Bulk Water (\$30 minimum, \$0.01/gallon after that)	Minimum Charge	\$30.00	
Meter Charge - First Meter			\$0.00
Meter Charge - Second Meter			At Cost

Sewer Rates			
Base Charge		\$31.68	\$32.63
Per 1,000 Gallons Water Used		\$8.55	\$8.81
WEM School Sewer Base Charge		\$136.59	\$140.69
Residential Flat Rate Sewer Charge		\$60.88	\$62.71
Commercial Flat Rate Sewer Charge		\$44.66	\$46.00
Sewer Access Fee (SAC)		\$1,125.00	
Sewer Hookup Fee		\$150.00	DEFINE
Garbage			
Residential (recycling bin & 96, 64, or 48 gallon garbage can)		\$17.70	\$18.05
Mobile Home Park		\$18.63	\$19.00
(every private line connected to a City connection will be charged the base rate every month for Water, Sewer, and Garbage, regardless if it is utilized with the exception of properties deemed uninhabitable by the City; with the exception of the WEM School, buildings will be charged water & sewer base rates according to the number of dwelling units)			
Miscellaneous			
Assessment Search Fee		\$30.00	
Ordinance Copies		\$25.00	
Audit and Budget Reports		\$25.00	
Copies	Per Sheet	\$0.25	
Community Center Sign Rental			
1 Year with 4 sign changes	Per Month	\$25.00	
6 Months with 2 sign changes		\$35.00	
3 Months with 1 sign change		\$45.00	
2 Months with 0 sign changes		\$50.00	
1 Month with 0 sign changes		\$55.00	
Sign Change	Per Change	\$10.00	
Non-profit (No monthly charge)	Set-up Fee	\$10.00	
Pay Schedule			

**CITY OF MORRISTOWN
APPLICATION FOR A VARIANCE**

Name of Applicants: Jason Michels (JLM Holdings, LLC.)

Address: 403 Sidney St W, Morristown

Phone Number: 612-581-6255

Parcel/Description of Property: 20.27.1.26.016, Lot 6 Blk 2 of Meschke South Haven 3rd addition

Zone: Single-Family

Specific Variance Requested: Allow detached garage in side yard

What Conditions Make this Variance Necessary: A building permit was submitted wing our intentions, along with site inspections with bldg inspector. Garage

The Site Plan Shall Include the Following Information: attachment was not pointed out.

- A. Sketch of Site (include adjacent property, roads, ^{out.} alleys, etc.)
- B. Size of Structure
- C. Describe Drainage

Staff Comments: _____

Signature of Applicant: Jim Michels Date: 11/3/23

+++++

Zoning Board Recommendation: Approved () Tabled

Council Action: () Approved () Tabled () Disapproved () Approved
With Conditions

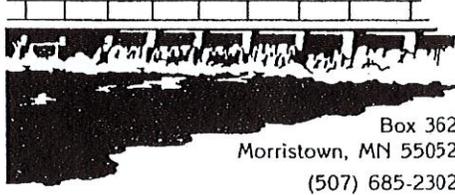
Date of Applicant Notification: _____

Permit # _____ Fee _____

City of Morrystown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



Box 362

Morrystown, MN 55052

(507) 685-2302

ORDINANCE NO. 2024-1

AN ORDINANCE ESTABLISHING A MASTER FEE SCHEDULE FOR THE CITY OF MORRISTOWN, EFFECTIVE JANUARY 2, 2024

THE COUNCIL OF THE CITY OF MORRISTOWN ORDAINS:

Section 1. Pursuant to Minnesota Law and the Ordinances of the City of Morrystown, and upon a review of a study conducted by the City Council, a fee schedule for City services and licensing is hereby adopted, by an affirmative vote of a majority of the City Council members present.

Master Fee Schedule

- (a) The Ordinances of the City of Morrystown establishes that certain fees be set from time to time by the City Council.
- (b) City Council has reviewed the current Master Fee Schedule for the City of Morrystown and is hereby recommending changes to the Master Fee Schedule, hereto attached as Exhibit A, be adopted.
- (c) Upon consideration and review of the City Council, the Master Fee Schedule, hereto attached as Exhibit A, is hereby adopted and becomes effective January 2, 2024.

Section 2. This Ordinance shall be in full force and effective upon passage and after publication.

Passed and adopted this 2nd day of January, 2024,
with the following vote: Aye ; No ; Absent .

ATTEST:

Tony Lindahl, Mayor

Connie Medeiros, City Clerk

Exhibit A
City of Morristown - 2024 Master Fee Schedule

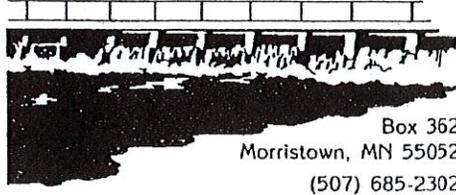
Type of License/Fee	Period	Amount
Licenses		
Dog Tag	One-Time	\$10.00
Dangerous Animal Registration	One-Time	\$1,000.00
Dog Impound Fee – Initial		\$25.00
Per Day Impound Fee		\$25.00
Chicken Permit Fee (licensing period January 1-December 31)		\$25.00
Golf Cart License (licensing period April 1-March 31)		\$25.00
Cigarette/ Tobacco License	Per Year	\$100.00
Peddler/Solicitor License (Mayor to Approve)	Single per day	\$25.00
	Yearly	\$150.00
	Group – 2 or more Daily	\$50.00
	Group – 2 or more – Yearly	\$300.00
Liquor		
On-Sale		\$1,900.00
Off-Sale		\$200.00
Sunday		\$200.00
Club On-Sale		\$450.00
Morristown Commerical Club On-Sale		\$250.00
On-Sale, Non-Intoxicating		\$50.00
Zoning Permit		
Utility Sheds, Fences, Decks, Signs		\$100.00
Siding, Roof, Window, Residential Solar Panels		\$100.00
New Construction, Garages, Additions	Per Square Foot	\$0.25
Mobile Home Single Wide		\$350.00
Mobile Home Double Wide		\$500.00
Permit Extension, and additional case by case fee	Minimum Charge	\$50.00
(after expiration of initial extension period, the extension fee will double for each extension thereafter up to the discretion of the zoning board to review on a case-by-case basis)		
Conditional Use Hearing, Public Hearing or Special Meetings		\$250.00
Rentals		
Council Room Rent		
Rent	Per Day	\$40.00
Setup Fee (if applicable)	Per Day	\$25.00
Community Center Great Hall		
Rental - Entire hall	Friday, Saturday, Holidays	\$1,100.00
Rental - Entire hall	Sunday through Thursday	\$600.00
Rental - Half hall	Friday, Saturday, Holidays	\$650.00
Rental - Half hall	Sunday through Thursday	\$450.00
Dance Security (Per Person)		\$200.00
Damage Deposit		\$500.00
<i>501©(3) may rent the hall for half price with proper documentation. School events are a flat rate of \$250.</i>		
Park Shelter Rent	Per Event	\$40.00
Water/Sewer/Trash Rates		
Late Fee		\$35.00
Non-sufficient Fund (NSF) Fee		\$40.00
Water Rates		
Base Charge		\$10.50
Per 1,000 Gallons Water Used		\$3.85
Second Meter Rate Per 1,000 Gallons Water Used		\$3.66
Residential Flat Rate Water Charge		\$5.73
Commercial Flat Rate Water Charge		\$13.38
Water Access Fee (WAC)		\$1,125.00
Water Hookup Fee		\$187.50
Water Reconnection Fee		\$50.00
Sale of Bulk Water (\$30 minimum, \$0.01/gallon after that)	Minimum Charge	\$30.00
Meter Charge - First Meter		\$0.00
Meter Charge - Second Meter		At Cost

Sewer Rates		
Base Charge		\$32.63
Per 1,000 Gallons Water Used		\$8.81
WEM School Sewer Base Charge		\$140.69
Residential Flat Rate Sewer Charge		\$62.71
Commercial Flat Rate Sewer Charge		\$46.00
Sewer Access Fee (SAC)		\$1,125.00
Sewer Hookup Fee		\$150.00
Garbage		
Residential (recycling bin & 96, 64, or 48 gallon garbage can)		\$18.05
Mobile Home Park		\$19.00
(every private line connected to a City connection will be charged the base rate every month for Water, Sewer, and		
Garbage, regardless if it is utilized with the exception of properties deemed uninhabitable by the City; with the exception		
of the WEM School, buildings will be charged water & sewer base rates according to the number of dwelling units)		
Miscellaneous		
Assessment Search Fee		\$30.00
Ordinance Copies		\$25.00
Audit and Budget Reports		\$25.00
Copies	Per Sheet	\$0.25
Community Center Sign Rental		
1 Year with 4 sign changes	Per Month	\$25.00
6 Months with 2 sign changes		\$35.00
3 Months with 1 sign change		\$45.00
2 Months with 0 sign changes		\$50.00
1 Month with 0 sign changes		\$55.00
Sign Change	Per Change	\$10.00
Non-profit (No monthly charge)	Set-up Fee	\$10.00
Pay Schedule		

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

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RESOLUTION NO. 2024-1

A RESOLUTION APPROVING PUBLICATION OF ORDINANCE BY TITLE AND SUMMARY

WHEREAS, on January 2, 2024, the City Council of the City of Morristown adopted an ordinance entitled, "AN ORDINANCE ESTABLISHING A MASTER FEE SCHEDULE FOR THE CITY OF MORRISTOWN, EFFECTIVE JANUARY 2, 2024"; and

WHEREAS, the Ordinance, together with the attached Master Fee Schedule, exceeds one page 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 believes 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 ESTABLISHING A MASTER FEE SCHEDULE FOR THE CITY OF MORRISTOWN, EFFECTIVE JANUARY 2, 2024."
2. The following summary clearly informs the public of the intent and effect of the Ordinance:

"AN ORDINANCE ESTABLISHING A MASTER FEE SCHEDULE FOR THE CITY OF MORRISTOWN, EFFECTIVE JANUARY 2, 2024

The Morristown City Council has passed an ordinance amending the city's Master Fee Schedule. Said changes to the Master Fee Schedule shall be effective January 2, 2024.

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 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 2nd day of January, 2024.

Number of Ayes: _____

Number of Nays: _____

Approved:

Tony Lindahl, Mayor

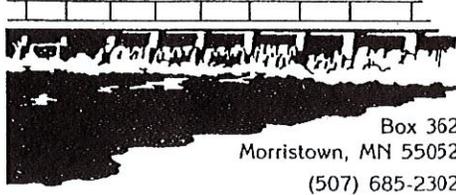
Attested:

Connie Medeiros, City Clerk

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

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Box 362

Morristown, MN 55052

(507) 685-2302

RESOLUTION 2024-2

A RESOLUTION OF THE MORRISTOWN CITY COUNCIL DESIGNATING THE OFFICIAL NEWSPAPER FOR THE CITY OF MORRISTOWN FOR THE YEAR 2024

WHEREAS, Minnesota Statutes 412.831 Official Newspaper - requires that the City Council annually designate a legal newspaper of general circulation in the city as its official newspaper, in which shall be published such ordinances and other matters as are required by law to be so published and such other matters as the council may deem it advisable and in the public interest to have published in this manner.

NOW, THEREFORE BE IT RESOLVED, that LifeEnterprise be and hereby is designated as the official newspaper of the City of Morristown, Minnesota for the 2024 year.

Accepted by the City Council of the City of Morristown on January 2, 2024.

Approved:

Mayor, Tony Lindahl

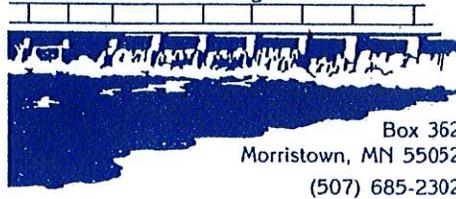
Attested:

City Clerk, Connie Medeiros

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

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RESOLUTION 2024-3

A RESOLUTION OF THE MORRISTOWN CITY COUNCIL DESIGNATING AUTHORIZED SIGNERS FOR THE OFFICIAL DEPOSITORIES AND BROKERS/DEALERS FOR THE CITY OF MORRISTOWN

WHEREAS, State Statutes require that City funds be deposited with designated financial institutions; and

WHEREAS, the City has deposited various funds or may deposit funds with these following designated financial institutions:

Lake Country Community Bank, Morristown, MN

Edward Jones, Faribault, MN

4M Fund, League of Minnesota Cities, MN

NOW, THEREFORE, BE IT RESOLVED that the recitals set forth above are incorporated herein. **NOW, THEREFORE**, BE IT FURTHER RESOLVED that the Mayor and Council of the City of Morristown that the City is authorizing the following City officials to act as authorized signers for the City's financial institutions:

Mayor, City of Morristown, Tony Lindahl

Council Member, City of Morristown, Jake Golombeski

City Administrator, City of Morristown, Ellen Judd

City Clerk, City of Morristown, Connie Medeiros

Accepted by the City Council of the City of Morristown on January 2, 2024.

Approved:

Mayor, Tony Lindahl

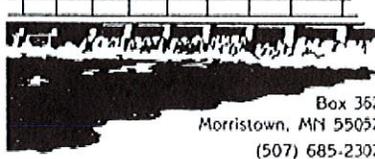
Attested:

City Clerk, Connie Medeiros

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

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Box 362
Morristown, MN 55052
(507) 685-2302

RESOLUTION 2024-4 REQUESTING THE TRANSFER OF OWNERSHIP OF CITY STREET FFROM THE CITY OF MORRISTOWN TO RICE COUNTY

WHEREAS, the City of Morristown currently has ownership of 2nd St NE, between CSAH 44 (Franklin St E) and CSAH 15 (Main St E), and

WHEREAS, the City of Morristown has determined that truck traffic has been using this street to navigate from CSAH 44 (Franklin St E) and CSAH 15 (Main St E), and

WHEREAS, the City of Morristown has determined that the maintenance and repairs caused by the truck traffic will cause financial hardship on the citizens of Morristown.

THEREFORE, BE IT RESOLVED, that the City of Morristown hereby requests the Rice County Board of Commissioners TAKE OWNERSHIP of 2nd St NE between CSAH 15 and CSAH 44.

BE IT FURTHER RESOLVED, the City Council of the City of Morristown, does hereby authorize the Morristown City Clerk to submit this resolution to Rice County for consideration.

Adopted by the City Council of the City of Morristown this 2nd day of January 2024.

By:

Tony Lindahl, Mayor

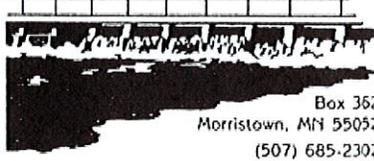
ATTEST:

Connie Medeiros, City Clerk

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

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RESOLUTION 2024-5

REQUESTING THE ADDITION OF SIDEWALK ALONG CSAH 15

WHEREAS, the Rice County Board of Commissioners have jurisdiction over County State Aid Highways (CSAH) within the City of Morristown, MN, and

WHEREAS, the City of Morristown has determined that a sidewalk would increase pedestrian safety and be beneficial to the City of Morristown, and

WHEREAS, the City of Morristown has determined that a sidewalk would be beneficial along the north side of CSAH 15 between Centennial Park entrance and 2nd St NE,

THEREFORE, BE IT RESOLVED, that the City of Morristown hereby requests the Rice County Board of Commissioners consider the construction of a sidewalk along the north side of CSAH 15 between Centennial Park entrance and 2nd St NE, during the next scheduled road repair project,

BE IT FURTHER RESOLVED, the City Council of the City of Morristown, does hereby authorize the Morristown City Clerk to submit this resolution to Rice County for consideration.

Adopted by the City Council of the City of Morristown this 2nd day of January 2024.

By:

Tony Lindahl, Mayor

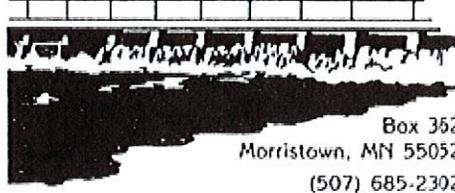
ATTEST:

Connie Medeiros, City Clerk

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

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RESOLUTION 2024-6

A RESOLUTION ACCEPTING A DONATION

WHEREAS, The City of Morristown is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts, as allowed by law, and

WHEREAS, the following persons and/or entity have offered to contribute the donation set forth below to the city:

<u>Name of Donor</u>	<u>Donation</u>
Morristown Coffee Club	\$180.00

WHEREAS, the terms or conditions of the donation are as follows:

<u>Designated to</u>	<u>Amount</u>
Buy a new American flag for City Hall	\$180.00

WHEREAS, the City Council finds that it is appropriate to accept the donation offered.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN, MINNESOTA, AS FOLLOWS:

1. The donations described above are accepted and shall be used to support the financing of said funds, as allowed by law; and
2. The City Clerk is hereby directed to acknowledge the city's receipts of the donor's donation.

Accepted by the City Council of the City of Morristown on Tuesday, January 2, 2024

Approved:

Attested:

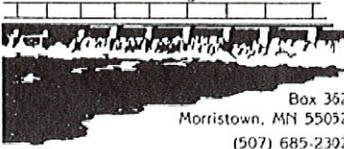
Mayor, Tony Lindahl

City Clerk, Connie Medeiros

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

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RESOLUTION 2024-7

A RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF MORRISTOWN ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Morristown on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE BE IT RESOLVED, by the Morristown City Council as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Morristown on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Supervising Attorney, Tom Weidner, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Supervising Attorney, Tom Weidner or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That, Tony Lindahl, the Mayor for the City of Morristown, and Ellen Judd, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Accepted and adopted by the City Council of the City of Morristown on Tuesday, January 2, 2024.

Approved:

Mayor, Tony Lindahl

Attested:

City Administrator, Ellen Judd

**CONTRACT FOR CRIMINAL PROSECUTION
LEGAL SERVICES**

This CONTRACT FOR CRIMINAL PROSECUTION LEGAL SERVICES (the "Agreement") is entered into by and between the City of Morristown (hereinafter "City"), and the law firm of Eckberg Lammers, P.C. (hereinafter "Law Firm"), 1809 Northwestern Avenue, Stillwater, MN, 55082, for the purpose of utilizing the Law Firm to provide criminal prosecution legal services to the City.

RECITALS

1. The City wishes to retain the Law Firm to provide criminal prosecution legal services on behalf of the City.
2. The Law Firm agrees to provide criminal prosecution legal services to the City on a monthly flat fee retainer paid by the City to the Law Firm.
3. The monthly flat fee retainer rates identified in the proposal submitted by the Law Firm are as follows:

	2024	2025	2026
Yearly (Flat Rate)	\$4944.00	\$5092.32	\$5245.09
Monthly			

Expenses to be billed:

The City will reimburse the Law Firm for the actual, necessary and reasonable costs and expenses incurred by the Law Firm in the performance of the legal services contained in this Agreement. These costs and expenses included but are not limited to:

- Process Server Fees
- Court Filing Fees
- Court Reporter Transcription Fees

The Law Firm will not charge for the following:

- Office Supplies
- Printing Expenses
- Prosecution Meetings

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained herein and other good and sufficient consideration, the parties hereto agree to the following:

TERMS

Scope and Nature of Prosecution Services: The parties hereto agree to the following description of the nature of the legal services to be provided by the Law Firm to the City:

- a) Meetings and/or telephone conversations with and advising the Mayor, Council Members, City Administrator/Manager, and other authorized staff on general criminal legal matters.
- b) Research and submission of legal opinions on municipal or other criminal legal matters requested by the City Administrator/City Manager or other authorized staff; availability to answer staff questions by telephone,
- c) Legal consultation and general support for the Mayor, Council Members, City Administrator/City Manager and other authorized staff on general criminal legal matters.
- d) Provide a high level of customer service by responding in a prompt manner.
- e) Prosecute all petty misdemeanor, misdemeanor and statutorily delegated gross misdemeanor offenses committed within the corporate limits of the City. This service includes all such cases initiated by any law enforcement agency and citizen complaints including, but not limited to, traffic violations, DWI cases, theft and City Code violations.
- f) Provide advice, consultation and training where required to the City's Police Department and to all other departments of the City in the interpretation and enforcement of statutes, ordinances and investigations of violations in connection with the prosecution of criminal cases.
- g) Prepare criminal complaints where facts warrant.
- h) Evaluate all cases where a plea of not guilty is entered and prosecute where warranted.
- i) Prepare appropriate pre-trial notices as required,
- j) Seek such additional investigation as required.
- k) Negotiate and enter plea bargains where deemed advisable.

- l) Represent the City at all pre-trial hearings including motions.
- m) Perform all legal research and prepare briefs when required.
- n) Try all jury and court trials.
- o) Draft Ordinances, ordinance amendments, resolutions and correspondence as requested.
- p) Review ordinances as requested.
- q) Render written opinions on law when requested, including interpretation of statutes, ordinances, rules and regulations.
- r) Ensure proper notification and preparation of witnesses, police officers, and staff for trial.
- s) Investigate and evaluate all claims by the City against others and recommend appropriate courses of action, including but not limited to code enforcement issues and administrative citations.
- t) Handle all criminal appeals and contested DWI forfeitures matters.

Conflict of Interest and Attorney/Client Privilege:

- a) **Conflict of Interest:** If the Law Firm represents or has ever represented an opposing party in a legal matter, whether within or outside of any of the scope of services mentioned by the retainer above, the Law Firm shall arrange for suitable alternative representation at the Law Firm's expense. The City will be responsible for any conflict-of-interest expenses incurred if a conflict of interest exists due to the City's relationship with potential parties to a prosecution case.
- b) **Attorney/Client Privilege:** The Law Firm is authorized to utilize e-mail without encryption to transmit and receive confidential client information. While digital cordless and cellular telephones within a digital service area would be best to be used to transmit and receive confidential client information and may be used by the Law Firm to transmit and receive confidential client information. The City specifically acknowledges that it understands the confidentiality risks associated with inadvertent interception.

Prosecution Services Billing Format, Cycle, Payment Expectations and Term of Contract.

Billing Format: The Law Firm will submit monthly statements for criminal prosecution legal services rendered for the prior month, including expenses incurred.

Payment Expectations: The City will pay the bill of the Law Firm routinely According to its internal payment procedures by forwarding a check to the Law Firm paying for both legal services and expenses shown on the Law Firm's monthly statement.

City Approval and Term of Contract: The City Council authorizes the Law Firm to commence performing the services contemplated under this Agreement. The term of this Contract will be from January 1, 2024, to December 31, 2026. This contract may be terminated by either party upon sixty days written notice.

THE CITY OF MORRISTOWN

By: _____ Dated: _____
Mayor

By: _____ Dated: _____
City Administrator

ECKBERG LAMMERS, P.C.

By: _____ Dated: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and City of Morristown on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 240501, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data

Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be

amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber’s access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set

forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.

During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records.

Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any,

and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative

appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. **Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. **Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. **Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. **Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed:

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Morristown on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of Access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Diane Bartell, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.2590
Email Address: Diane.Bartell@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Thomas Weidner, Attorney
Address: 1809 Northwestern Ave, Ste 110
Stillwater, MN 55082
Telephone: 650.351.2219
Email Address: tweidner@eckbergglammers.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.

9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

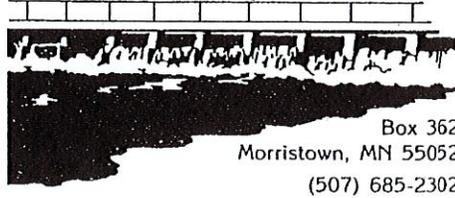
By: _____

Date: _____

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



Box 362
Morristown, MN 55052
(507) 685-2302

RESOLUTION 2024-8

A RESOLUTION APPROVING TRANSFER OF FUNDS

WHEREAS, the City of Morristown sometimes transfers funds to balance or close out fund accounts, reimburse funds from another fund, save for capital projects, and to make operating transfers;

NOW, THEREFORE BE IT RESOLVED, that the Morristown City Council hereby approves the following transfers:

1. Transfer \$8,838.24 from the Water Fund (Fund 601) to the 2022 Street Capital Project Debt Fund (Fund 371) for future debt bond payments.

Accepted by the City Council of the City of Morristown on Tuesday, January 2, 2024.

Approved:

Mayor, Tony Lindahl

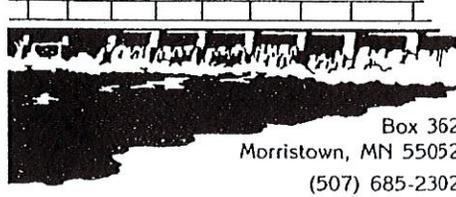
Attested:

City Clerk, Connie Medeiros

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



RESOLUTION 2024-9

A RESOLUTION APPROVING TRANSFER OF FUNDS

WHEREAS, the City of Morristown sometimes transfers funds to balance or close out fund accounts, reimburse funds from another fund, save for capital projects, and to make operating transfers;

NOW, THEREFORE BE IT RESOLVED, that the Morristown City Council hereby approves the following transfers:

1. Transfer \$5,826.30 from the General Fund (Fund 100) to the 2022 Street Capital Project Debt Fund (Fund 371) for future debt bond payments.

Accepted by the City Council of the City of Morristown on Tuesday, January 2, 2024.

Approved:

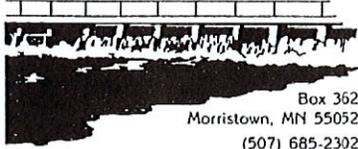
Mayor, Tony Lindahl

Attested:

City Clerk, Connie Medeiros

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"**2024 CITY****COMMUNITY APPOINTMENTS**

Official Depositor	Lake Country Community Bank	
Public Health	Rice County Environmental Services	
Official Newspaper	LifeEnterprise	
City Administrator	Ellen Judd	
City Clerk	Connie Medeiros	
Assistant Mayor	Jake Golombeski	
Animal Control Commissioner	Jake Golombeski	
Community Education	Linda Murphy	
Community Center	Linda Murphy	Backup: Jake Golombeski
Police and Fire Commissioner	Tony Lindahl	
Social Media Commissioner	Linda Murphy	
Streets Commissioner	Tony Lindahl	Backup: Leon Gregor
Parks/Trees/Weeds	Leon Gregor	
Public Works Commissioner	Tony Lindahl	
Solutions Task Force Committee	Leon Gregor, Chairman Connie Medeiros Joe Caldwell Kurt Wolf	
Zoning Board Members	Jim Lonergan, Chairman Faye Golombeski Kurt Wolf Ralph Barney, Zoning Administrator	
Brush Pile	Joe Caldwell, Chairman Mike O'Rourke	
Fire Wardens	Randy Meschke Steve Nordmeier Ryan Culhane	
Economic Development Authority	Steve Nordmeier, Chairman Chuck Larsen Kurt Wolf Loren Dahle Leon Gregor	
Community Center Event Coordinators	Barb Morris Adrienne O'Rourke	
Babe Nordmeier Ballfield Coordinators	Rick Vollbrecht Curtis Spitzack	
City Engineer	SEH Engineering -	Brent Kavitz
City Civil Attorney	Smith, Tollefson, Rahrnick & Cass -	Mark Rahrnick
City Criminal Attorney	Eckberg Lammers	

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Morristown, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective December 7, 2020, this Supplemental Letter Agreement dated December 28, 2023, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2024 Street & Utility Improvement Project.

Client's Authorized Representative: Ellen Judd, City Administrator
Address: PO Box 362
Morristown, MN 55052
Telephone: 507.685.2302 **email:** motown@bevcomm.net

Project Manager: Doug Scott, PE (Lic. MN)
Address: 11 Civic Center Plaza, Suite 200
Mankato, MN 56001-7710
Telephone: 507.237.8384 **email:** dscott@sehinc.com

Scope: The Basic Services to be provided by Consultant:

Amendment #1 : Phase 2 - Final Design services as indicated in the attached letter and Task Hour Budget dated December 28, 2023, including detailed final engineering design related to the change in scope. Discussions with the WEM school district led to vacating right of way to the school in order for the school to address parking needs. The design fee for Ann St shifted to include 2 blocks of 2nd St E that were originally identified for reconstruction for the 2025 project.

Schedule: We will begin our services upon a signed copy of this Agreement.

Payment: The lump sum fee will be increased by \$6,300 including expenses and equipment. The estimated fee for the task is as indicated in the attached letter and Task Hour Budget dated December 28, 2023.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

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

x:\ko\m\morrt175931\1-gen\10-setup-cont\03-proposal\amendment #1\suppl ltr agreement.docx

Short Elliott Hendrickson Inc.

City of Morristown, Minnesota

By: 
Doug Scott
Title: Project Manager

By: _____
Title: _____

Exhibit A-2
to Supplemental Letter Agreement
Between City of Morristown, Minnesota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated December 28, 2023

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

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

A. Lump Sum Basis Option

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

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

B. Expenses Not Included in the Lump Sum

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

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

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

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Building a Better World
for All of Us[®]

December 28, 2023

RE: City of Morristown, Minnesota
2024 Street & Utility Improvement
Project
SEH No. MORRT 174011 10.00

Honorable Mayor and
Members of the City Council
City of Morristown
402 Division Street South
PO Box 362
Morristown, MN 55052

Dear Mayor and Council Members:

Please consider this proposal for final design services related to the proposed 2024 Street and Utility Improvement Project.

SCOPE OF SERVICES

Phase 2–Final Design Phase (Final Design/Bidding/Assessments)

Task 1.0

The scope of the project within our original proposal was increased to include the reconstruction of 2 blocks of 2nd St E (Chestnut St. to Ann St., and Main St. to Franklin St.) that were originally identified for 2025 Construction (Phase 2 in the feasibility report). A block and half of Ann St E has been designated to be turned over to the school, and then the school has requested these blocks to be designed for a new parking lot/ loading area.

Design Services Subtracted (Alley west of school to 2 nd St E):	-\$20,500
Design Services Added (School parking Lot):	+\$13,500
<u>Design Services Added (2 blocks of 2nd St) :</u>	<u>+\$13,300</u>
Total Fee Amendment:	+\$6,300 (Lump Sum)

FEE

As a basis of preparing this proposal and estimating the current fee for professional services, we have made certain assumptions based on the existing feasibility report and per initial discussions with the school.

Any additional tasks added to or deleted from this project due to significant changes in the general scope of the project or its design including, but not limited to, changes in size, complexity of character or type of construction, shall be by written amendment to the contract signed by both parties.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 11 Civic Center Plaza, Suite 200, Mankato, MN 56001-7710

507.388.1989 | 877.316.7636 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

We propose to provide the services outlined in this proposal for the City of Morristown as summarized below and on the attached detailed task hour budget.

Phase 2-Final Design Phase

Final Design/Construction Documents (Task 1.0)	\$111,200	Approved
Amendment #1	+\$6,300	Lump Sum
Bidding (Task 2.0)	\$6,900	Approved
Assessments (Task 3.0)	\$7,500	Approved
Total Phase 2-Final Design Phase	\$131,900	

If the City of Morristown has any questions or comments regarding the proposed fees, please feel free to contact me. If these proposed services are acceptable to you, please sign two copies of the attached SLA, keep one copy for your file, and return one copy to our office. We look forward to working with you on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Doug Scott, PE
Project Manager
(Lic. MN)

jb
Enclosures

DETAILED TASK HOUR BUDGET / COST ANALYSIS



Project : 2024 Street & Utility Improvement Project
 Phase : Design, Bidding, & Assessments
 Location: Morristown, MN
 Date: Thursday, December 28, 2023

	Labor		TOTALS
	Scott		
	Project Engineer		
Task 1.1 - Final Design (WEM School):			
<i>Project Management / Project Administration / misc.</i>	10.0		10.0
<i>Research Documents / Deeds / Review Survey</i>			0.0
<i>ROW Drawing and Plat Review for project area</i>			0.0
<i>Review Field Data / Photos / Structure Surveys / Investigate Storm sewer connections</i>			0.0
<i>Utility and as-built information gathering</i>			0.0
<i>Prepare/review topographic base drawing</i>			0.0
<i>Determine alignment/geometric design</i>	4.0		4.0
<i>Contact Utility Companies / Utility Design Meeting</i>			0.0
<i>Edit/finalize street section and geometric design</i>	12.0		12.0
<i>Edit/finalize profiles</i>	6.0		6.0
<i>Edit/finalize cross sections</i>			0.0
<i>Review Drainage Boundaries / Analyze Hydrology / Storm Sewer</i>	4.0		4.0
<i>Storm sewer layout and design / Structure Schedule</i>			0.0
<i>Review water main design requirements</i>			0.0
<i>Review Soil Boring Report and recommendations</i>			0.0
<i>Arrange and attend Utility Coordination meeting #1 / Agenda / Minutes</i>			0.0
<i>Determine plan sheet layout and cut plan sheets</i>			0.0
<i>Prepare / Review Title Sheet</i>			0.0
<i>Prepare / Review Statement of Estimated Quantities Sheets</i>			0.0
<i>Prepare / Review Quantity Tabulation / Structure Schedule Sheets</i>			0.0
<i>Prepare / Review Typical Sections</i>			0.0
<i>Prepare / Review Detail Sheets</i>	8.0		8.0
<i>Prepare / Review Alignment Plan and Coordinate Tabulation</i>			0.0
<i>Prepare / Review Removal Sheet</i>	4.0		4.0
<i>Prepare / Review Plan & Profile (Street, Storm, Water) Sheets</i>	18.0		18.0
<i>Prepare / Review Construction Notes, Standard Plates, etc.</i>			0.0
<i>Prepare for WEM Review Meeting</i>	4.0		4.0
<i>Prepare for and/or attend Design Review Neighborhood Meeting #2</i>			0.0
<i>Arrange and attend Utility Coordination meeting #2 / Agenda / Minutes</i>			0.0
<i>Prepare / Review SWPPP/Turf Establishment Sheets</i>	2.0		2.0
<i>Prepare / Review Traffic Control Plan</i>			0.0
<i>Calculate/Review Earthwork</i>			0.0
<i>Takeoff Quantities</i>	4.0		4.0
<i>Prepare Engineer's Estimate</i>	2.0		2.0
<i>Prepare for and attend 90 percent review with City Staff</i>			0.0
<i>Prepare/Review Final Bidding Plans/QA Review</i>			0.0
<i>Prepare/Review/Revise Specifications</i>			0.0
<i>Review plans and specifications with City Staff</i>			0.0
<i>Prepare/Review/Send City Council Agenda and Resolution Attend CC Meeting</i>			0.0
SUBTOTAL HOURS	78.0	0.0	78.0
TOTAL TASK FEE	\$ 13,240.00		

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



Box 362
Morristown, MN 55052
(507) 685-2302

2024

**CITY COUNCIL
MEETING DATES**

January	Tuesday	January 2nd	New Year's Day	<i>Moved</i>
February	Monday	February 5 th		
March	Monday	March 4 th		
April	Monday	April 1 st		
May	Monday	May 6 th		
June	Monday	June 3 rd		
July	Monday	July 1 st		
August	Monday	August 5 th		
September	Tuesday	September 3rd	Labor Day	<i>Moved</i>
October	Monday	October 7 th		
November	Monday	November 4 th		
December	Monday	December 2 nd		

Event Setup Position

Adrienne O'Rourke <adriennenorourke@gmail.com>

Tue 1/2/2024 12:31 PM

 Ellen Judd <ejudd@ci.morristown.mn.us>

Ellen, I would like to resign from the event set up position effective immediately.

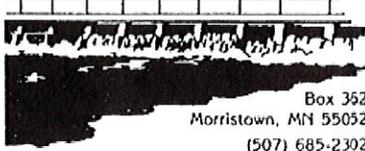
Thanks

Adrienne

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

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Box 362
Morristown, MN 55052
(507) 685-2302

RESOLUTION 2024-10

A RESOLUTION ACCEPTING THE RESIGNATION OF ADRIENNE O'ROURKE

WHEREAS, Adrienne O'Rourke, who holds the Temporary Event Set-up position, and an employee of the city; and

WHEREAS, the Morristown City Council has received the written resignation notice of Adrienne O'Rourke, effective on or before January 2, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MORRISTOWN, MINNESOTA, AS FOLLOWS:

1. The council accepts Adrienne O'Rourke's resignation, effective on or before January 2, 2024.

Accepted by the City Council of the City of Morristown January 2, 2024.

Approved:

Tony Lindahl
Mayor

Attested:

Connie Medeiros
City Clerk