

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



MORRISTOWN CITY COUNCIL MEETING AGENDA

PUBLIC HEARING 7:00 p.m.

Regular Meeting to follow

Monday, November 6, 2023

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Additions/Corrections to Agenda:**
 - A. Investment into CD
 - B. Plow Truck Cutting Edges Quotes
 - C. Plow Truck Rear Axle Repair
 - D. Contract Proposal for Final Bidding and Assessments

PUBLIC HEARING – NOTICE ON IMPROVEMENT

4. **Comments and Suggestions from Citizens Present:**
5. **Consent Agenda:**
 - A. Police Report – October 2023 – Will be sent in separate email when received
 - B. Fire Department Report – October 2023 (will be added Monday)
 - C. Public Works Report – October 2023 (will be added Monday)
 - D. City Council Meeting Minutes – Regular Meeting 10/2/2023 & Work Session 10/17/2023
 - E. Zoning Board Meeting Minutes – 10/26/2023
 - F. Financial Reports – 10/31/23 – to come in separate email
 - G. Claims and Accounts – 10/1/2023-10/31/2023
6. **Unfinished Business:**
 - A. 204 Franklin St – 90-day progress update
 - B. Event Set-up Position – Jessica Purdie & Ryan Seykora
 - C. Change Order from Wencil
7. **New Business:**
 - A. Resolution 2023-20 – Doug to Explain
 - X. *Addition: Contract Proposal for Final Bidding and Assessments*
 - B. Ordinance 2023-5 - Section 92.70 – Cannabis
 - C. COLA
 - D. Earned Safe and Sick Time (ESST)
 - E. Training Reimbursement Policy
 - F. Firefighter Pay Schedule Agreement
 - G. Drug and Alcohol Consortium & MMUA Membership
 - H. Second Public Works Cell Phone - \$41/month
 - I. Resolution 2023-18 – Post Election Write-In Vote Counting
 - J. 4H Club - Permission to use Government room free of charge
 - i. Halloween party, Nov 12th starting at 4pm
 - ii. Christmas Party – Dec 10th at 4pm
 - iii. June 9th – Scrap booking – date may change
 - K. ATM at Community Center – O'Rourke's to explain
 - L. Hydrant Removal for Fire Department
 - M. Resolution 2023-16 Final Polling Place
 - N. Resolution 2023-17 Assessment of Delinquent Water Bills
 - O. WEM Prom Committee – Request to waive hall fees for After-Prom (May 4-5, 2024)
 - P. Resolution 2023-19 Accepting a Donation to the Fire Department
 - Q. Pay Community Co-op Bill through bank account in advance

- R. Copier Rental Agreement
- S. Water Bill Delinquency Report
- T. Connie Review
- U. *Addition: Investment into CD*
- V. *Addition: Plow Truck Cutting Edges Quotes*
- W. *Addition: Plow Truck Rear Axle Repair*
- X. *Addition: Contract Proposal for Final Bidding and Assessments*

8. Correspondence and Announcements:

- A. Utility Bills can now be emailed. Please call City Hall to enroll or email admin@ci.morristown.mn.us

9. Council Discussion and Concerns:

10. Adjournment:

11. Next Meeting: Monday, December 4, 2023 – 7:00 p.m.

Morristown Fire Department Monthly Report – March 2023

10-1-23	Medical	Echo Ct
10-3-23	Medical	Sidney
10-7-23	Medical	2 nd St SW
10-10-23	Fire	Farwell Ave
10-12-23	Medical	Elmore Ave
10-15-23	Medical	Threun St
10-16-23	Medical	85 th Ave NW
10-20-23	Gas leak	Harris Trail
10-21-23	Medical	Chestnut St
10-21-23	Medical	210 th St
10-23-23	Medical	2nd St Nw
10-25-23	Medical	2 nd St Nw
10-26-23	Medical	3 rd ST SE
10-28-23	Medical	Hennepin Way

Training: Hose Testing

Department Update: Tanker is almost ready to go into service

Items for discussion: Hiring of 4 New Applicants pending City Council Approval, Matt Barron, Cole Long, Bob Lacroix, Dylan Ahlman with a start date of January 1st 2024. Selling of Old Tanker Truck.

Public Works Council Report

October 2023

GENERAL

- Prep snow removal – vehicles, plows, snow blowers
- Vehicle maintenance
-

WATER

- Continue daily checks, weekly tower flush
- Replace endpoints
- Flushed watermains
- Jerry, Water training in St. Cloud

WASTEWATER

- Continue daily checks, weekly samples and plant cleaning
- Prepare for meter install

STREETS

- Swept streets as needed
- Re-installed traffic signs
- Fixed Christmas decorations
- Detailed skidloader
- Cleaned culverts at Fire Hall
- Cleaned storm drains

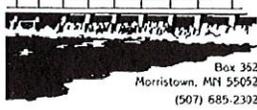
PARKS/COMPOST

- Burned the brush pile
- Mowed grass
- Mulched leaves
- Picked up garbage at parks
- Planted grass seed at retention pond
- Moved flower planters at the park
- Removed toilets in park bathrooms

City of Morrystown

IN SOUTHERN MINNESOTA LAKES REGION

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MORRISTOWN CITY COUNCIL MEETING MINUTES

Regular Meeting 7:00 p.m.

Monday, October 2, 2023

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

Others Present: Ellen Judd (City Administrator), Travis Mullenmeister (PW), Jerry West (PW), Bruce Morris (Fire Chief), Jack Schwichtenberg, Steve Nordmeier, Mike O'Rourke, John Schlie, Troy Dahle, Jim Lonergan, Ralph Barney, Doug Scott (SEH), Todd Schmidtke, Klye Green, Josh Malecha

1. **Call to Order:** Mayor Tony Lindahl called the meeting to order of the Morrystown City Council on Monday, October 2, 2023, at 7:00 p.m. in the Council Chambers at 402 Division St S, Morrystown.
2. **Pledge of Allegiance:** The Pledge of Allegiance was recited.
3. **Additions/Corrections to Agenda:**
 - A. Hire for Seasonal Plow Drivers
 - B. Bathroom Update
 - C. Change Order from Wencil
 - Bruce Morris asked for the Fire Report to be pulled from the Consent Agenda.
 - *Motion by Murphy, seconded by Caldwell and was carried unanimously to approve the Agenda with three additions and the Fire Report being pulled.*
4. **Comments and Suggestions from Citizens Present:**
 - Kyle Green asked about the stake that's in his yard. Lindahl said it would be addressed in 7A.
 - Mike O'Rourke said that the AC unit at the Community Center had a plugged drain line and water was on the floor. They unplugged the line and cleaned up the floor, but he wanted to make City Council aware.
 - Jack Schwichtenberg said that Coffee Club has been thinking about how the sign by the creek should be updated. Jack said he talked to the bank, and they don't want anything to do with the sign.
 - Steve Nordmeier said that people are not stopping at the intersection of Division St & Franklin St. Rahrlick recommended that the City post a sign that says "No parking here to corner".
5. **Consent Agenda:**
 - A. Police Report – September 2023 – Will be sent in separate email when received
 - B. Fire Department Report – September 2023
 - C. Public Works Report – September 2023
 - D. City Council Meeting Minutes – Regular Meeting 9/5/2023
 - E. Zoning Board Meeting Minutes – None
 - F. Financial Reports – 9/30/23 – to come in separate email
 - G. Claims and Accounts – 9/1/2023-9/30/2023
 - H. Water Bill Delinquency Report
 - Gregor mentioned that the meeting minutes from last meeting (9/5/2023) incorrectly stated "Gregor asked if the letters got sent out for tree trimming violations". Gregor said it should have been "parking violations".
 - Jake Golombeski asked about the high water bill and what can be done. Rahrlick said that it should be assessed to the property.
 - *Motion by Gregor, seconded by Caldwell and was carried unanimously to approve the Consent Agenda with the Fire Report being pulled and the minutes from last month being corrected.*
 - Bruce Morris informed the City Council that one of the Fire Department members was taken by ambulance to the hospital after responding to a fire call on Saturday. Morris said the member is okay as of now. He also stated that they have five potential new members that will be going before the board.
 - *Motion by Caldwell, seconded by Golombeski and was carried unanimously to approve the Fire Department Report.*
6. **Unfinished Business:**
 - A. 204 Franklin St – Has 30 days left, progress update
 - John Schlie said that progress has been made. Schlie stated that the resident hopes to have it cleaned up and taken care of hopefully this weekend or next weekend.

- B. Letters sent out to homeowners for grass violations, progress update
 - Murphy said that she would provide an updated list for who has complied. A fine is the next step.
 - *Motion by Murphy, seconded by Golombeski and was carried unanimously to fine \$100 to anyone that has not been compliant with the letter.*
- C. Re-post Event Set-up Position - \$100/event proposed
 - *Motion by Murphy, seconded by Golombeski and was carried unanimously to post the Event Set-up position at \$100 per event per person for up to two positions.*
- D. Rice County Presence at TNT Hearing – See attached email
 - Rice County will not attend our hearing, because the hearing is meant to be for the City’s levy only.

7. **New Business:**

- A. 2022 Street Project Update – Doug Scott from SEH to present
 - Scott stated that the contractor will be coming into town soon to finish the last few items on the punch list. Two inlets will also be taken care of if the change order is approved.
- B. 2024 Road Project Update – Doug Scott from SEH to present
 - Street width, storm drainage, and a sidewalk plan was discussed. Scott was interested in the opinion of the council so that he could move forward with the feasibility report. Lindahl expressed interest in sidewalk on 2nd St so kids can walk to school. Scott stated he would try to stick to the main corridors for sidewalk. He then asked how council feels about 24-foot-wide street widths, and if adding parking on the side of the road is something Council is open to. Council did not make any definitive decisions but gave their opinions for what they would like to see included in the project.
- C. Approval to pay Bevcomm online in advance
 - *Motion by Murphy, seconded by Gregor and was carried unanimously to pay Bevcomm online, in advance.*
- D. Marijuana Ordinance
 - Rahrlick stated that he feels there are three routes the City Council could take. One being regulating public use, two being regulating it on properties that the City has ownership rights, three being City Council not regulating it at all.
 - *No motion was made, but the consensus of City Council was that Judd post the updated ordinance for ‘route two’ for 10 days, to be potentially approved at the next city council meeting.*
- E. Alley Maintenance Quotes – N of Bloomer between Division & 2nd St NW
 - Gregor stated that he would like to see this item tabled until the City can definitively prove that they own the alley. *City Council didn’t take any action.*
- F. Snow Plow Quote – Timm’s Trucking
 - City Council discussed having the Public Works Department plow primarily, with Timm’s Trucking helping when needed. Golombeski expressed interest in comparing the costs again in the future.
 - *Motion by Caldwell, seconded by Murphy and was carried unanimously to hire Timm’s Trucking for snow removal.*
- G. CDL Policy
 - Judd explained that the policy allows the City to pay for employees to get their CDL. It would include a clause that says the City doesn’t have to pay if the employee fails the test, and the City would get reimbursed if the employee decides to quit the City within a certain period of time.
 - *Motion by Murphy, seconded by Caldwell and was carried unanimously to send Jerry to get his permit on City time and go to Iowa to get his CDL license, with the policy coming later.*
- H. Investments – Edward Jones & LCCB
 - Judd explained that two CD’s just came due at Edward Jones in the amount of \$28,407.49. Re-investment options are an 18-month CD at 5.5%, a 12-month CD at 5.5%, and a 24-month CD at 5.35%. The recommended CD is the 18-month.
 - *Motion by Murphy, seconded by Gregor and was carried unanimously to re-invest the \$28,407.49 in an Edward Jones CD at 18 months at 5.5%.*
 - Judd explained that the City has two CD’s coming due on October 31st at Lake Country Community Bank. They CD’s are currently at 0.4%. Lake Country is offering a 13 month CD at 4.5%.
 - *Motion by Gregor, seconded by Murphy and was carried unanimously to take the two CD’s and roll them into an Edward Jones CD in even dollars at 18 month at 5.5%. \$763.01 will be put into the checking account.*
- I. Appoint the Zoning Administrator as a member of the Board, or amend Zoning Code
 - Jim Lonergan, the Zoning Chair, stated that the Zoning Board frequently doesn’t have a quorum and would benefit from adding the Zoning Administrator as a voting member to help them have a quorum.

- *Motion by Gregor, seconded by Golombeski and was carried unanimously to appoint the Zoning Administrator to the Zoning Board.*
- J. Pay all City employees monthly – Council, Fire, Zoning
 - Judd stated that a State of MN statute says that all employees should get paid at least once every 31 days. Judd would like to pay all employees at least once per month. Rahrick said that he would look into the statute to see what he can find.
 - *Motion by Golombeski, seconded by Caldwell and was carried unanimously to pay the Zoning Administrator monthly.*
- K. ServiceMaster Quote
 - Judd stated that ServiceMaster came and looked at the floors and determined they need a Shower Scrub. Murphy wants the work to take place after the first of the year and would also like to look into the cost of a new floor.
 - *Motion by Caldwell, seconded by Gregor and was carried unanimously to accept ServiceMaster’s quote for resurfacing the floors.*
- L. Employee Handbook Language – Trainings
 - Judd stated that the language now states that only City Council can approve trainings. She would like it to also say City Administrator. She would also like to change the language for the meals to a flat per diem amount.
 - *Motion by Murphy, seconded by Caldwell and was carried unanimously approve the handbook language change to allow the City Administrator to approve trainings as well as a flat fee of 30 dollars for meals.*
- M. Remove Stop Sign at Main & 2nd St W
 - Judd stated that lots of residents have concerns about the stop sign in the NE intersection of 2nd St W and Main St. Her proposal to City Council is to remove the stop sign and make it a 3-way intersection.
 - *After a discussion, no action was taken by City Council.*
- N. Work Session for Master Fee Schedule – Nov 8th proposed
 - *Motion by Murphy, seconded by Gregor and was carried unanimously to schedule a work session on November 8th, 2023.*
- O. Ellen’s Review
 - *Moved to the end of the meeting.*
- P. Connie’s Review
 - *Connie was not present for the meeting. No action was taken by City Council.*
- Q. *Addition: Hire for Seasonal Plow Driver*
 - Judd stated that John Schlie, Richard Gauthier, and Val Kruger all applied. Gregor pointed out that last month’s meeting minutes indicate that the position is open until November 1st.
 - *Motion by Murphy, seconded by Caldwell and was carried unanimously to hire John Schlie and Richard Gauthier for the Seasonal Plow Driver position with Val Kruger as a back-up, contingent on not receiving any other applications by November 1st.*
- R. *Addition: Bathroom Update*
 - Mike O’Rourke said that they got multiple bids back. He thinks they will be short on funds to complete the bathrooms. He would like permission to move forward with the foundation this year. He also asked if the City Council would be interested in reallocating some funds that were donated by the Fire Department, to put towards completing the bathrooms. Lindahl asked for it to be added to the next work session to discuss it.
 - *Motion by Murphy, seconded by Gregor and was carried unanimously to allow the Park Bathroom Committee to move forward with the foundation work for \$8,500.*
- S. *Addition: Change Order from Wencl*
 - Contingency for the project has the funding to take care of the change order. Caldwell asked why some inlets work and some don’t. Scott stated that it’s impossible to tell without digging them up and investigating, and inlets are the best way to fix the problem. Council indicated that they’d like to see the contractor fix the water ponding issue without adding new inlets. *Change order was not approved.*
- 8. **Correspondence and Announcements:**
 - A. Utility Bills can now be emailed to residents. Please call City Hall to enroll.
 - B. Community Center parking lot closed October 16th-20th to allow SealKing to fix the parking lot.
- 9. **Council Discussion and Concerns:**
 - Caldwell stated that he thinks there should be more black dirt added around the castings and at the edge of the road on Main St.

- Mullenmeister stated that he checked into the storm water concerns for 403 Sidney St. He said that they have created a swale and built a berm to help with the storm water runoff.

-Closed Meeting-

City Administrator, Ellen Judd, Review

- *Motion by Gregor, seconded by Golombeski and was carried unanimously to close the regular meeting and open the closed meeting to discuss the City Administrator's yearly review.*
- The City Council discussed job performance and what they would like to see moving forward.
- *Motion by Golombeski, seconded by Murphy and was carried unanimously to close the closed meeting and reopen the regular meeting.*
- *Motion by Murphy, seconded by Caldwell and was carried unanimously to approve Ellen's review and a 3% raise, equivalent to \$1.20, back-paid to July 22nd.*

10. Adjournment:

- *Motion by Caldwell, seconded by Golombeski and was unanimously agreed to adjourn the Morristown City Council monthly meeting at 9:32 p.m.*

11. **Next Meeting:** Monday, November 6, 2023 – 7:00 p.m.

Approved:

Tony Lindahl, Mayor

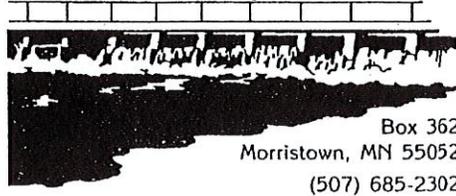
Attest:

Ellen Judd, City Administrator

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



Box 362

Morristown, MN 55052

(507) 685-2302

MORRISTOWN CITY COUNCIL WORK SESSION Wednesday, October 11, 2023

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

Others Present: Ellen Judd, (City Administrator), Travis Mullenmeister, (Public Works), Connie Medeiros (City Clerk), Ralph Barney, Jim Lonergan

Call to Order: N/A **Pledge of Allegiance:** N/A

1. **Additions/Corrections to Agenda:** N/A
2. **Comments and Suggestions from Citizens Present:** N/A
3. **Consent Agenda:** N/A
4. **Unfinished Business:** N/A
5. **New Business**

➤ Zoning Board Administrator Method of Payment -

It was discussed at a Special Meeting held on October 11th (both Ralph Barney and Jim Lonergan were present) that per the city council's meeting minutes of January 4, 2021- R. Barney will be paid for permits opened and closed for new construction, fences, sheds, i.e., any permits that require his presence for setback, height, or conditional use and/or any special circumstances.

➤ 205 Main Street, W Payment Plan -

City Administrator presented to the Council a payment plan for 205 Main St., W with respect to turning on the water due to resident moving back into the home. T. Lindahl and Council rejected the plan outright. The water will not be turned back on until water bill debt is paid in full. The Council discussed assessing the property for the water bill. A resolution will be presented at the next council meeting on November 6, 2023.

➤ Budget and Levy -

City Administrator presented to the Council the preliminary 2024 budget and levy for the city. The council reviewed the budget numbers instead of having the City Administrator read off each and every line item. The council discussed a few numbers inquiring as to specifics with respect to certain line items. As of the end of discussion the council was in agreement with the preliminary budget for 2024.

The work session started at 7:40 p.m. and was completed by 8:45 p.m.

Tony Lindahl, Mayor

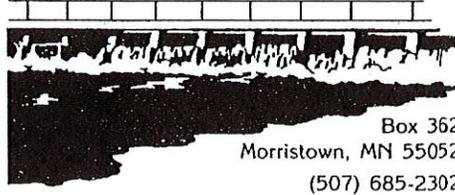
Attest:

Connie Medeiros, City Clerk

City of Morristown

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Morristown, MN 55052
(507) 685-2302

MORRISTOWN ZONING BOARD MEETING MINUTES Regular Meeting 7:00 p.m. RESCHEDULED - Thursday, October 26, 2023

Members Present: Jim Lonergan, Val Kruger, Ralph Barney (Zoning Administrator)

Others Present: Connie Medeiros (City Clerk)

1. **Call to Order:** The Morristown Zoning Board Meeting was called to order at 7:05pm by Jim Lonergan on Thursday, October 26, 2023, in the Council Chamber in City Hall at 402 Division St., S
2. **Additions/Corrections to Agenda:** None. *Motion by R. Barney, seconded by V. Kruger and was carried unanimously to accept the Zoning Board Agenda.*
3. **Additions/Corrections of Meeting Minutes** *Motion by R. Barney, seconded by V. Kruger and was carried unanimously to accept the Zoning Board Minutes of September 28, 2023.*
4. **Report Council Action Taken at Last Meeting:** At the October 6th Council Meeting - Council voted unanimously to pay Ralph Barney (Zoning Administrator) monthly for open/closed permits. It was further discussed at a Special Meeting held on October 11th (both Ralph Barney and Jim Lonegran were present) that per the city council's meeting minutes of January 4, 2021- R. Barney will be paid for permits opened and closed for new construction, fences, sheds, i.e., any permits that require his presence for setback, height, or conditional use and/or any special circumstances.
5. **Requests to be heard:** None.
6. **Old/Unfinished Business:** 403 Sidney St., house is for sale. The City Clerk will contact Realtor (Weichert Realty) to inform the realtor that the Zoning Board still has issues with the home (garage needs to be attached to house via possible breezeway, or some sort to connection).
7. **New Business:**
 - A. None presented.

8. Zoning Administrator's Report:

Open	4/21/2023	2023-2	Val Kruger	203 1st St., NE	Re-side garage	Kenow Const.
Open	4/28/2023	2023-4	Marcus DeLeon	411 Sidney St., W	<i>New Construction (Rambler)</i>	DeLeon Const.
Open	5/9/2023	2023-5	Jerome Hurst	107 Main St., E	<i>Replace deck and porch</i>	Berger Const.
Open	6/9/2023	2023-13	Robert Dirks	307 Main St W	<i>Replace - 6' Privacy fence</i>	
Open	7/7/2023	2023-26	Valentyn Builders,	407 Sidney St., W	<i>New Construction</i>	Valentyn
Open	8/21/2023	2023-31	Anita Livingston	104 Franklin St., W.	<i>Replace existing fence</i>	
Open	8/25/2023	2023-34	Joshua Haefemeyer	306 Division St S	Siding & windows	
Open	9/18/2023	2023-36	Kristen Wenker	304 Franklin St. W	Partial Re-roof	Bayport Roofing
Open	9/21/2023	2023-38	Michael Bohner	202 Washington St E	Re-roof	Valentyn
Open	9/22/2023	2023-39	Amanda Arens	202 Bloomer St., N	Replace fence	
Open	10/5/2023	2023-40	Steve Droog	5 Front Road	Siding & windows	
Open	10/6/2023	2023-40	Jeff Jandro	9868 Morristown Blvd	<i>New Construction (Storage)</i>	Jeff Jandro

Open	10/6/2023	2023-41	Brandon Hachfeld	23984 Iona Ave	Reside	Bayport Roofing
Open	10/6/2023	2023-42	Brandon Hachfeld	23984 Iona Ave	Re-roof	Bayport Roofing
Open	10/16/2023	2023-43	Shawn White	807 Division St.	Remove & Re-side	D&G Siding
Open	10/17/2023	2023-44	Stacy Connors	203 3 rd St., SE	Replace 4 windows	MN Rusco

9. **Board Discussion and Concerns:** None.

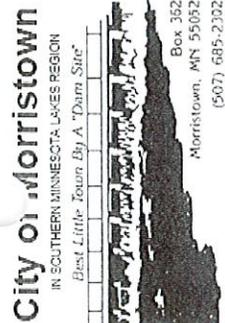
10. **Adjournment:** *Motion by R. Barney, seconded by V. Kruger and was carried unanimously to adjourn the Thursday, October 26, 2023, Zoning Board Meeting at 7:40 p.m.*

11. **Next Regular Meeting:** Thursday, November 16, 2023, at 7:00 p.m.

Connie Medeiros

Connie Medeiros
City Clerk/Treasurer

CITY OF MORRISTOWN
Transaction Activity



Search Name	Account Descr	Amount	Comments	Check/Receipt Date
PL Type G General Ledger				
EFTPS - DIRECT	G 100-21701 Federal Withholding	\$1,072.37	10/5/23 Federal Withholding	10/03/23
EFTPS - DIRECT	G 100-21703 FICA Tax Withholding	\$1,499.68	10/5/23 Federal Withholding	10/03/23
EFTPS - DIRECT	G 100-21709 Medicare	\$350.74	10/5/23 Federal Withholding	10/03/23
MN DEPARTMENT OF REVENUE	G 100-21702 State Withholding	\$518.00	10/5/23 Payroll State Withholding	10/03/23
PERA	G 100-21704 PERA	\$1,667.66	10/5/23 PERA Payroll	10/03/23
EFTPS - DIRECT	G 100-21709 Medicare	\$397.24	10/19/2023 Payroll Federal Withholding	10/16/23
EFTPS - DIRECT	G 100-21703 FICA Tax Withholding	\$1,698.56	10/19/2023 Payroll Federal Withholding	10/16/23
EFTPS - DIRECT	G 100-21701 Federal Withholding	\$1,208.85	10/19/2023 Payroll Federal Withholding	10/16/23
MN DEPARTMENT OF REVENUE	G 100-21702 State Withholding	\$572.39	10/19/2023 Payroll State Withholding	10/16/23
PERA	G 100-21704 PERA	\$1,810.51	10/19/2023 Payroll PERA	10/16/23
EFTPS - DIRECT	G 100-21701 Federal Withholding	\$1,091.61	11/2/2023 Payroll Federal Withholding	10/30/23
EFTPS - DIRECT	G 100-21703 FICA Tax Withholding	\$1,514.00	11/2/2023 Payroll Federal Withholding	10/30/23
EFTPS - DIRECT	G 100-21709 Medicare	\$354.10	11/2/2023 Payroll Federal Withholding	10/30/23
MN DEPARTMENT OF REVENUE	G 100-21702 State Withholding	\$532.30	11/2/2023 Payroll State Withholding	10/30/23
PERA	G 100-21704 PERA	\$1,681.00	11/2/2023 Payroll PERA	10/30/23
PL Type G General Ledger		\$15,969.01		
PL Type - E Expenditure				
BEVCOMM	E 100-42110-320 Communication	\$130.33	October, Police Internet	10/02/23
BEVCOMM	E 602-49490-320 Communication	\$325.82	October, WWTP Internet	10/02/23
BEVCOMM	E 603-49520-320 Communication	\$184.64	October, Refuse Internet	10/02/23
BEVCOMM	E 601-49440-320 Communication	\$304.10	October, Water Internet	10/02/23
BEVCOMM	E 100-42502-320 Communication	\$10.86	October, Skywarn TV	10/02/23
BEVCOMM	E 204-42210-320 Communication	\$130.33	October, Fire Hall TV	10/02/23
EO JOHNSON CO INC	E 204-42210-206 Printer/Rental/Software	\$10.80	9/13/23-10/12/23 Toshiba Coverage	10/02/23
EO JOHNSON CO INC	E 603-49520-206 Printer/Rental/Software	\$10.80	9/13/23-10/12/23 Toshiba Coverage	10/02/23
EO JOHNSON CO INC	E 601-49440-206 Printer/Rental/Software	\$21.60	9/13/23-10/12/23 Toshiba Coverage	10/02/23
EO JOHNSON CO INC	E 602-49490-206 Printer/Rental/Software	\$21.60	9/13/23-10/12/23 Toshiba Coverage	10/02/23
EO JOHNSON CO INC	E 100-41948-206 Printer/Rental/Software	\$43.20	9/13/23-10/12/23 Toshiba Coverage	10/02/23
LINCOLN NATIONAL LIFE INSURANCE	E 100-41941-130 Employer Paid Insurance	\$3.45	October Life Insurance: Travis Mullenmeister	10/02/23
LINCOLN NATIONAL LIFE INSURANCE	E 100-41941-130 Employer Paid Insurance	\$3.45	October Life Insurance: Jerry West	10/02/23
LINCOLN NATIONAL LIFE INSURANCE	E 100-41425-130 Employer Paid Insurance	\$3.45	October Life Insurance: Connie Medeiros	10/02/23
LINCOLN NATIONAL LIFE INSURANCE	E 100-41801-130 Employer Paid Insurance	\$3.45	October Life Insurance: Ellen Judd	10/02/23
LINCOLN NATIONAL LIFE INSURANCE	E 100-41941-130 Employer Paid Insurance	\$3.45	September Life Insurance: Jerry West	10/02/23
LINCOLN NATIONAL LIFE INSURANCE	E 100-41941-130 Employer Paid Insurance	\$3.45	September Life Insurance: Travis Mullenmeister	10/02/23

Search Name	Account Descr	Amount	Comments	Check/Receipt	Date
LINCOLN NATIONAL LIFE INSURANCE	E 100-41425-130 Employer Paid Insurance	\$3.45	September Life Insurance: Connie Medeiros		10/02/23
LINCOLN NATIONAL LIFE INSURANCE	E 100-41801-130 Employer Paid Insurance	\$3.45	September Life Insurance: Ellen Judd		10/02/23
VERIZON WIRELESS	E 100-41946-320 Communication	\$41.20	8/7/23-9/6/23 Community Center Phone		10/02/23
VERIZON WIRELESS	E 100-42502-320 Communication	\$27.32	8/7/23-9/6/23 Skywarn Tablet #5 Internet		10/02/23
VERIZON WIRELESS	E 100-42502-320 Communication	\$27.32	8/7/23-9/6/23 Skywarn Tablet #4 Internet		10/02/23
VERIZON WIRELESS	E 100-42502-320 Communication	\$27.32	8/7/23-9/6/23 Skywarn Tablet #2 Internet		10/02/23
VERIZON WIRELESS	E 100-41941-320 Communication	\$40.01	8/7/23-9/6/23 Public Works Tablet Internet		10/02/23
VERIZON WIRELESS	E 100-42502-320 Communication	\$27.32	8/7/23-9/6/23 Skywarn Tablet #1 Internet		10/02/23
VERIZON WIRELESS	E 100-41941-320 Communication	\$41.20	8/7/23-9/6/23 Public Works Phone		10/02/23
VERIZON WIRELESS	E 100-42502-320 Communication	\$27.32	8/7/23-9/6/23 Skywarn Tablet #3 Internet		10/02/23
XCEL ENERGY	E 204-42210-380 Utility Services	\$534.54	8/10/23-9/11/23 Electricity: Fire Hall		10/02/23
BADGER METER	E 602-49490-302 WST Metering & Billing	\$162.01	September Cellular Service to Endpoints		10/03/23
BADGER METER	E 601-49440-302 WST Metering & Billing	\$162.02	September Cellular Service to Endpoints		10/03/23
BANYON DATA SYSTEMS	E 100-49001-430 Miscellaneous	\$2,090.00	Banyon Invoice Module		10/03/23
BRANDON SCHUEPF	E 100-41948-300 Professional Services	\$100.00	Dace security		10/03/23
CLEARWAY COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$98.49	July Electricity for 201 Division St: Well #1		10/03/23
CLEARWAY COMMUNITY SOLAR LLC	E 602-49490-380 Utility Services	\$2,145.67	July Electricity for 75 Verdev Dr: WWTP		10/03/23
COMMUNITY CO-OP OIL ASSN	E 100-41941-212 Motor Fuels	\$52.77	Fuel for September: Acct# 319870		10/03/23
COMMUNITY CO-OP OIL ASSN	E 602-49490-212 Motor Fuels	\$158.32	Fuel for September: Acct# 319870		10/03/23
COMMUNITY CO-OP OIL ASSN	E 601-49440-212 Motor Fuels	\$105.55	Fuel for September: Acct# 319870		10/03/23
COMMUNITY CO-OP OIL ASSN	E 100-45202-212 Motor Fuels	\$52.77	Fuel for September: Acct# 319870		10/03/23
COMMUNITY CO-OP OIL ASSN	E 100-43101-212 Motor Fuels	\$158.32	Fuel for September: Acct# 319870		10/03/23
DAKOTA SUPPLY GROUP	E 602-49490-215 Operating & Maintenance Supp	\$559.26	Plug valve for new flow meter install		10/03/23
DAKOTA SUPPLY GROUP	E 602-49490-215 Operating & Maintenance Supp	\$1,292.83	Mag meter for new flow meter install		10/03/23
DG GARAGE DOOR	E 100-41941-300 Professional Services	\$932.00	New middle garage door at Public Works Building (1/2		10/03/23
DG GARAGE DOOR	E 100-41941-300 Professional Services	\$992.00	New south garage door at Public Works Building (1/2		10/03/23
ELAN CORPORATE PAYMENT SYSTEM	E 603-49520-202 Postage	\$106.05	1/3 of Postage for utility bills		10/03/23
ELAN CORPORATE PAYMENT SYSTEM	E 602-49490-200 Office Supplies	\$47.70	Office supplies		10/03/23
ELAN CORPORATE PAYMENT SYSTEM	E 100-43101-215 Operating & Maintenance Supp	\$168.98	Man basket for skidloader		10/03/23
ELAN CORPORATE PAYMENT SYSTEM	E 602-49490-215 Operating & Maintenance Supp	\$55.97	Lockout Tagout		10/03/23
ELAN CORPORATE PAYMENT SYSTEM	E 100-41941-215 Operating & Maintenance Supp	\$55.97	Lockout Tagout		10/03/23
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-306 W/S Sample Testing	\$155.09	Water samples through UPS		10/03/23
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-202 Postage	\$106.05	1/3 of Postage for utility bills		10/03/23
ELAN CORPORATE PAYMENT SYSTEM	E 602-49490-202 Postage	\$106.05	1/3 of Postage for utility bills		10/03/23
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-200 Office Supplies	\$145.53	Office supplies		10/03/23
FARIBAULT FLEET SUPPLY	E 100-45202-215 Operating & Maintenance Supp	\$21.99	36" reacher for parks		10/03/23
FARIBAULT FLEET SUPPLY	E 602-49490-215 Operating & Maintenance Supp	\$49.78	Spray bottles for WWTP		10/03/23
FARIBAULT FLEET SUPPLY	E 100-43101-215 Operating & Maintenance Supp	\$44.90	Rings to hang flags		10/03/23
FERGUSON	E 100-45202-215 Operating & Maintenance Supp	\$16.78	Flush valve parts for Baseball Field		10/03/23
HAWKINS INC	E 602-49490-216 Chemicals	\$3,221.84	WWTP Chemicals		10/03/23
HAWKINS INC	E 601-49440-216 Chemicals	\$1,568.14	Water Tower Chemicals		10/03/23
MACQUEEN EMERGENCY	E 204-42210-215 Operating & Maintenance Supp	\$738.46	Siren and lights for tanker truck		10/03/23

Search Name	Account Descr	Amount	Comments	Check/Receipt	Date
MACQUEEN EMERGENCY	E 204-42210-215 Operating & Maintenance Supp	\$504.00	Siren and lights for tanker truck		10/03/23
MACQUEEN EMERGENCY	E 204-42210-215 Operating & Maintenance Supp	\$1,820.32	Siren and lights for tanker truck		10/03/23
METERING AND TECHNOLOGY SOLUT	E 601-49440-215 Operating & Maintenance Supp	\$975.11	10 registers		10/03/23
MN POLLUTION CONTROL AGENCY	E 602-49490-432 Training/Conferences	\$15.00	Certification fee of Type 4 Biosolids, Ellen Judd		10/03/23
MN PUMP WORKS	E 602-49490-300 Professional Services	\$760.00	Inspection of six pumps per agreement		10/03/23
PLUNKETTS PEST CONTROL INC	E 100-41948-310 Pest Control	\$105.16	Pest Control at City Hall		10/03/23
PLUNKETTS PEST CONTROL INC	E 100-41946-310 Pest Control	\$105.16	Pest Control at Community Center		10/03/23
PLUNKETTS PEST CONTROL INC	E 204-42210-310 Pest Control	\$200.30	Pest Control at Fire Hall		10/03/23
SPLETT PLUMBING INC	E 204-42210-300 Professional Services	\$45.00	Replace thermostats at Fire Hall		10/03/23
UTILITY CONSULTANTS INC	E 602-49490-306 W/S Sample Testing	\$1,896.68	Weekly Sewer Samples		10/03/23
ZARNOTH BRUSH WORKS INC	E 100-43101-215 Operating & Maintenance Supp	\$574.00	Street sweeper brushes		10/03/23
MN DEPARTMENT OF REVENUE	E 603-49520-439 Refuse Tax	\$653.00	September Sales & Use Tax Return		10/11/23
MN DEPARTMENT OF REVENUE	E 601-49440-437 Sales Tax	\$29.00	September 2023 Sales & Use Tax Return		10/11/23
VERIZON WIRELESS	E 100-42502-320 Communication	\$27.32	9/7/23-10/6/23 Skywarn Tablet #1 Internet		10/16/23
VERIZON WIRELESS	E 100-41941-320 Communication	\$40.01	9/7/23-10/6/23 Public Works Tablet Internet		10/16/23
VERIZON WIRELESS	E 100-41946-320 Communication	\$41.23	9/7/23-10/6/23 Community Center Phone		10/16/23
VERIZON WIRELESS	E 100-41941-320 Communication	\$41.23	9/7/23-10/6/23 Public Works Phone		10/16/23
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VERIZON WIRELESS	E 100-42502-320 Communication	\$27.32	9/7/23-10/6/23 Skywarn Tablet #3 Internet		10/16/23
VERIZON WIRELESS	E 100-42502-320 Communication	\$27.32	9/7/23-10/6/23 Skywarn Tablet #2 Internet		10/16/23
ARCHAMBAULT BROTHERS INC	E 603-49520-384 Refuse Disposal	\$6,510.09	September Trash Removal		10/17/23
BHE COMMUNITY SOLAR LLC	E 100-41948-380 Utility Services	\$605.74	August Electricity at 404 Division St S		10/17/23
BHE COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$824.52	August Electricity at 504 3rd St SE		10/17/23
BHE COMMUNITY SOLAR LLC	E 100-41946-380 Utility Services	\$579.92	August Electricity at 404 Division St S		10/17/23
BHE COMMUNITY SOLAR LLC	E 204-42210-380 Utility Services	\$295.26	August Electricity at 506 Division St S		10/17/23
BHE COMMUNITY SOLAR LLC	E 100-41941-380 Utility Services	\$295.26	August Electricity at 109 2nd St SW		10/17/23
COMMUNITY CO-OP OIL ASSN	E 204-42210-212 Motor Fuels	\$170.72	Fuel for Sseptember: Acct# 620143		10/17/23
DAHLE ENTERPRISES MORRISTOWN	E 602-49490-300 Professional Services	\$1,680.00	Land spread biosolids on Meschke property		10/17/23
DAKOTA SUPPLY GROUP	E 602-49490-215 Operating & Maintenance Supp	\$1,301.67	Flow meter for WWTP flow meter install		10/17/23
HAWKINS INC	E 601-49440-216 Chemicals	\$10.00	Water Tower Chemicals		10/17/23
HAWKINS INC	E 602-49490-216 Chemicals	\$30.00	WWTP Chemicals		10/17/23
LMC LEAGUE OF MINNESOTA CITIES	E 204-42210-200 Office Supplies	\$23.09	Adobe Renewal		10/17/23
LMC LEAGUE OF MINNESOTA CITIES	E 100-41941-200 Office Supplies	\$92.34	Adobe Renewal		10/17/23
LMC LEAGUE OF MINNESOTA CITIES	E 603-49520-200 Office Supplies	\$23.09	Adobe Renewal		10/17/23
LMC LEAGUE OF MINNESOTA CITIES	E 602-49490-200 Office Supplies	\$46.18	Adobe Renewal		10/17/23
LMC LEAGUE OF MINNESOTA CITIES	E 601-49440-200 Office Supplies	\$46.18	Adobe Renewal		10/17/23
MORRISTOWN FIRE RELIEF ASSOCIA	E 204-42210-124 Fire Pension Contributions	\$5,000.00	2023 Property Tax Levy for Fire Pension		10/17/23
MORRISTOWN FIRE RELIEF ASSOCIA	E 204-42210-124 Fire Pension Contributions	\$28,649.72	Fire State Aid		10/17/23
PRAIRIE CREEK FENCE	E 708-45202-500 Capital Outlay	\$13,138.40	Baseball Field fence, half downpayment		10/17/23
RENT N SAVE PORTABLE SERVICES	E 100-45202-418 Rentals: Portable Rest Rooms	\$355.00	8/10/23-9/9/23, one standard, two handicap		10/17/23
RENT N SAVE PORTABLE SERVICES	E 100-45202-418 Rentals: Portable Rest Rooms	\$355.00	9/10/23-10/9/23, one standard, two handicap		10/17/23

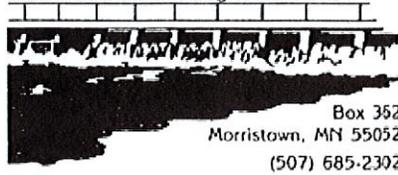
Search Name	Account Descr	Amount	Comments	Check/Receipt	Date
SEH SHORT ELLIOT HENDRICKSON	E 100-43101-300 Professional Services	\$25,549.45	2024 Street Project, Feasibility report, topographic stu		10/17/23
SEH SHORT ELLIOT HENDRICKSON	E 402-43101-303 Engineering Fees	\$1,563.00	2022 Street Project, Construction observation		10/17/23
SEH SHORT ELLIOT HENDRICKSON	E 100-43101-300 Professional Services	\$3,427.10	2024 Street Project, Prepare feasibility report		10/17/23
TEAM LAB	E 602-49490-216 Chemicals	\$1,398.00	WWTP Chemicals, Super/mega bugs		10/17/23
		<u>\$117,598.05</u>			
		<u>\$133,567.06</u>			

PL Type -E Expenditure

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



Box 362

Morristown, MN 55052

(507) 685-2302

RESOLUTION 2023-20

A RESOLUTION ORDERING IMPROVEMENT AND PREPARATION OF PLANS

WHEREAS, resolution of the city council adopted the 11th day of October, 2023, fixed a date for a council hearing on the proposed improvement of the following streets:

- Ann Street SW from Division Street (CSAH 16) to Second Street SW
- Ann Street E from Division Street (CSAH 16) to Second Street SE
- Chestnut Street E from Division Street (CSAH 16) to Third Street SE
- Washington Avenue E from Division Street (CSAH 16) to Third Street SE
- First Street SE from Washington Avenue E to Main Street E (CSAH 15)
- First Street NE from Main Street E (CSAH 15) north to dead end
- Second Street SE from Chestnut Street E to Main Street E (CSAH 15)
- Second Street NE from Main Street E (CSAH 15) to Franklin Street E
- Second Street NE from Bloomer Street E north to dead end
- Division Street from Franklin Street to Bloomer Street.

AND WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 6th day of November, 2023, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the council resolution adopted the 11th day of October, 2023.
3. Short Elliott Hendrickson Inc. (SEH[®]) is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement, according to the feasibility report dated October 11, 2023.
4. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the tax exempt bond.

Adopted by the Council this 6th day of November, 2023.

Approved:

Mayor, Tony Lindahl

Attested:

Connie Medeiros, City Clerk

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Morristown, MN ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective December 7, 2020, this Supplemental Letter Agreement dated November 6, 2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **2024 Street & Utility Improvement Project - Design Phase**.

Client's Authorized Representative: Ellen Judd
Address: 402 Division St, PO Box 362, Morristown, Minnesota, 55052, United States
Telephone: 507.497.1287 **email:** ejudd@ci.morristown.mn.us

Project Manager: Doug Scott
Address: 11 Civic Center Plaza, Suite 200, Mankato, Minnesota 56001
Telephone: 507.237.8384 **email:** dscott@sehinc.com

Scope: The Services to be provided by Consultant:

Final Design Phase (Final Design / Bidding / Assessments)

Final Design services will include the detailed final engineering design, preparation of bidding and construction documents, providing bidding administration services, preparation of the final assessment roll, and conducting an assessment hearing. Services shall also include the preparation of the resolutions required by the City of Morristown for compliance with MN Statutes 429.

Note: Construction Phase – Construction Engineering services will be presented to the Council for consideration after the construction project bid opening.

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

Payment: As a basis for preparing this proposal and estimating the current fee for professional services, we have made certain assumptions based on the existing feasibility report and as outlined in detail on the attached task hour budget.

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.

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.

Final Design Phase

Final Design / Construction Documents (Task 3.0)	\$155,000
Bidding (Task 4.0)	\$9,200
Assessments (Task 5.0)	<u>\$11,600</u>
Total Final Design Phase	\$175,800

The lump sum fee is \$175,800 including expenses and equipment.

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.

Short Elliott Hendrickson Inc.

City of Morristown, MN

By: _____
Full Name: Brent J. Kavitz
Title: Client Service Manager

By: _____
Full Name: _____
Title: _____

Exhibit A-2
to Supplemental Letter Agreement
Between City of Morristown, MN (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated November 6, 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.

DETAILED TASK HOUR BUDGET / COST ANALYSIS



Project : 2024 Street & Utility Improvement Project
 Phase : Design, Bidding, & Assessments
 Location : Morristown, MN
 Date : Monday, November 6, 2023

	Labor					TOTALS
	Scott	Kavitz	Metzger	Brinkman	Pomplun	
	Project Engineer	Senior Project Engineer	Technician	Technician	Lead Technician	
Task 3.0 - Final Design:						
Project Management / Project Administration / misc.	60.0	10.0		10.0		80.0
Research Documents / Deeds / Review Survey			4.0		12.0	16.0
ROW Drawing and Plat Review for project area	2.0				12.0	14.0
Review Field Data / Photos / Structure Surveys / Investigate Storm sewer connections			8.0			8.0
Utility and as-built information gathering	6.0		6.0			12.0
Prepare/review topographic base drawing			6.0			6.0
Determine alignment/geometric design	12.0					12.0
Contact Utility Companies / Utility Design Meeting	12.0		6.0	4.0		22.0
Edit/finalize street section and geometric design	24.0		4.0			28.0
Edit/finalize profiles	16.0		10.0			26.0
Edit/finalize cross sections	16.0		10.0			26.0
Review Drainage Boundaries / Analyze Hydrology / Storm Sewer	30.0					30.0
Storm sewer layout and design / Structure Schedule	14.0		14.0			28.0
Review water main design requirements	6.0					6.0
Review Soil Boring Report and recommendations	2.0					2.0
Arrange and attend Utility Coordination meeting #1 / Agenda / Minutes	8.0		4.0	4.0		16.0
Determine plan sheet layout and cut plan sheets	2.0		6.0			8.0
Prepare / Review Title Sheet	1.0		6.0			7.0
Prepare / Review Statement of Estimated Quantities Sheets	11.0	1.0	24.0			36.0
Prepare / Review Quantity Tabulation / Structure Schedule Sheets	12.0	1.0	24.0			37.0
Prepare / Review Typical Sections	8.0	1.0	10.0			19.0
Prepare / Review Detail Sheets	10.0	1.0	10.0			21.0
Prepare / Review Alignment Plan and Coordinate Tabulation	2.0	1.0	12.0			15.0
Prepare / Review Removal Sheet	2.0	1.0	24.0			27.0
Prepare / Review Plan & Profile (Street, Storm, Water) Sheets	110.0	1.0	88.0			199.0
Prepare / Review Construction Notes, Standard Plates, etc.	16.0	1.0	24.0			41.0
Prepare for and attend 30 percent review with City Staff	8.0		6.0	2.0		16.0
Prepare for and/or attend Design Review Neighborhood Meeting #2	12.0		8.0	2.0		22.0
Arrange and attend Utility Coordination meeting #2 / Agenda / Minutes	8.0		6.0	4.0		18.0
Prepare / Review SWPPP/Turf Establishment Sheets	6.0	1.0	20.0			27.0
Prepare / Review Traffic Control Plan	2.0	1.0	12.0			15.0
Calculate/Review Earthwork	6.0		8.0			14.0
Takeoff Quantities	16.0		20.0			36.0
Prepare Engineer's Estimate	14.0		14.0	2.0		30.0
Prepare for and attend 90 percent review with City Staff	8.0		6.0	2.0		16.0
Prepare/Review Final Bidding Plans/QA Review	28.0	6.0	20.0			54.0
Prepare/Review/Revise Specifications	44.0	4.0		8.0		56.0
Review plans and specifications with City Staff	18.0					18.0
Prepare/Review/Send City Council Agenda and Resolution Attend CC Meeting	10.0			2.0		12.0
SUBTOTAL HOURS	562.0	30.0	420.0	40.0	24.0	1,076.0
TOTAL TASK FEE	\$	155,000.00				

	Labor					TOTALS
	Scott	Kavitz	Metzger	Brinkman		
	Project Engineer	Senior Project Engineer	Technician	Technician		
Task 4.0 - Bidding Services:						
Schedule / Plan bid opening	4.0	1.0		1.0		6.0
Finalize Engineer's Estimate / Bidding Items	16.0		4.0	2.0		22.0
Uploading Final Plans & Specifications to QuestCDN	2.0		6.0	1.0		9.0
Assist City / Contractors during bidding / Addendum	2.0	1.0		1.0		4.0
Bid Opening - Prepare for / attend / follow up	6.0					6.0
Tabulate Bids / Recommendation to City / CC Agenda and Resolution / Attend CC Mtg	4.0			2.0		6.0
Prepare Funding Reviews with Bid prices	4.0			1.0		5.0
SUBTOTAL HOURS	38.0	2.0	10.0	8.0	0.0	58.0
TOTAL TASK FEE	\$	9,200.00				

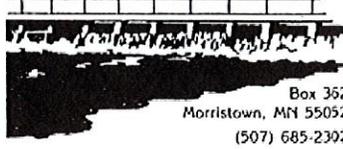
	Labor					TOTALS
	Scott	Kavitz	Brinkman			
	Project Engineer	Senior Project Engineer	Technician			
Task 5.0 - Assessments:						
Prepare Preliminary Assessments	18.0	1.0	2.0			21.0
Prepare and Finalize Assessment Roll / Meet with Staff to Review	14.0		2.0			16.0
Prepare Notice of Assessment Hearing for Mailing and Publications	3.0		1.0			4.0
Prepare Agenda Reports and Resolutions (2 meetings)	8.0	1.0	2.0			11.0
Prepare for and attend Assessment Hearing	12.0		1.0			13.0
Provide follow up information to city / Send out Final Notices	2.0		4.0			6.0
SUBTOTAL HOURS	57.0	2.0	12.0	0.0	0.0	71.0
TOTAL TASK FEE	\$	11,600.00				

	Task Fee	LS Task Fee	Hourly Task Fee
Task 1.0 - Feasibility Study:	\$ 73,900.00		\$ 73,900.00
Task 2.0 - Topographic Survey & Mapping:	\$ 30,200.00		\$ 30,200.00
Task 3.0 - Final Design:	\$ 155,000.00	\$ 155,000.00	
Task 4.0 - Bidding Services:	\$ 9,200.00	\$ 9,200.00	
Task 5.0 - Assessments:	\$ 11,600.00	\$ 11,600.00	
TOTAL:	\$ 279,900.00	\$ 175,800.00	\$ 104,100.00

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



ORDINANCE NO. 2023-5

CITY OF MORRISTOWN

AN ORDINANCE CREATING SECTION 92.70 OF THE MORRISTOWN CITY CODE REGULATING USE OF CANNABIS ON PUBLIC PROPERTY

THE CITY COUNCIL OF THE CITY OF MORRISTOWN, ORDAINS:

1. **Morristown City Code Section 92.70 is hereby created and the same shall be inserted into the Morristown City Code as follows:**

“SECTION 92.70. USE OF CANNABIS ON PUBLIC PROPERTY.

- (A) *Prohibition.* It is unlawful to use cannabis flower or cannabis products on Public Property anywhere in the City.
- (B) *“Public Property” Defined.* As used in this Section, “Public Property” means all real property in which the City has an ownership interest, including City-owned buildings and adjacent City-owned land, City-owned parks, and City right-of-ways, including streets and sidewalks located within the right-of-way.
- (C) *Violation.* Violation of this Section is a petty misdemeanor as defined by Minnesota law.”

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

ADOPTED this 6th day of November, 2023, by the City Council of the City of Morristown.

By: _____
Tony Lindahl
Mayor

ATTEST:

Connie Medeiros
City Clerk

EARNED SICK AND SAFE TIME (ESST)

Fast facts

- Minnesota's earned sick and safe time (ESST) law goes into effect **Jan. 1, 2024**.
- **Employers must provide each employee in Minnesota at least one hour of paid sick and safe time for every 30 hours worked, up to at least 48 hours of accrued ESST a year. An employee is anyone who works at least 80 hours in a year for an employer in Minnesota and is not an independent contractor.**
- An employer's existing leave policy, such as paid time off (PTO), may already fully or partially meet Minnesota's earned sick and safe time requirements.

Basic information

- What is Minnesota's earned sick and safe time law?
 - Effective Jan. 1, 2024, Minnesota's earned sick and safe time law requires employers to provide paid leave to employees who work in the state. An employee is anyone who works at least 80 hours in a year for an employer in Minnesota, but does not include independent contractors. **Temporary and part-time employees are covered under the law.**
 - Employers must provide each employee in Minnesota with one hour of ESST for every 30 hours worked, with the ability to accumulate at least 48 hours of ESST each year. An employer's existing leave policy, such as PTO, may already meet Minnesota's ESST requirements.
- What can earned sick and safe time be used for?
 - Employees can use their earned sick and safe time for reasons such as:
 - the employee's mental or physical illness, treatment or preventive care;
 - a family member's mental or physical illness, treatment or preventive care;
 - absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
 - closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
 - when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.
- For which family members can an employee use ESST?
 - Employees may use earned sick and safe time for the following family members:
 - their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
 - their spouse or registered domestic partner;
 - their sibling, stepsibling or foster sibling;

- their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
 - their grandchild, foster grandchild or step-grandchild;\their grandparent or step-grandparent;
 - a child of a sibling of the employee;
 - a sibling of the parents of the employee;
 - a child-in-law or sibling-in-law;
 - any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner;
 - any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
 - up to one individual annually designated by the employee.
- What ESST responsibilities does an employer have if it already provides leave?
 - A paid time off (PTO) plan or other type of paid leave (including sick or vacation time) can satisfy the ESST law if the plan meets Minnesota's ESST requirements. Nothing prohibits an employer from providing more generous leave policies than the minimum required by the ESST law.
 - The name of the employer's paid time off or other paid leave policy does not matter. It does not have to be called "earned sick and safe time" to meet the requirements of the law.
- Who is not covered by Minnesota's ESST law?
 - Federal employees and independent contractors are not covered under Minnesota's ESST law. Certain individuals employed by an air carrier as a flight deck or cabin crew member are also not covered. The ESST law does not apply to building and construction industry employees who are represented by a building and construction trades labor organization if a valid waiver of these requirements is provided in a collective bargaining agreement.

Earning hours: Accrual, front loading and carryover

- When do employees begin to accrue ESST?
 - Employees begin accruing ESST on their first day of employment.
- What is accrual of hours?
 - Accrual of hours is when each ESST hour is added to a saved total the employee may use. Employers must provide each employee in Minnesota with one hour of ESST for every 30 hours worked, up to at least 48 hours a year.
- Can an employer put a cap on how many ESST hours an employee can accrue?
 - Yes, employers may set a cap or limit on each employee's ESST accrual. Employers must allow each employee to **accrue up to at least 48 hours a year, carried over from year to year, until an 80-hour maximum accrual is reached.** These limits of 48 hours each year and a maximum accrual of 80 hours for each employee may be higher if an employer agrees, but not lower.
- Do unused ESST hours carry over from year to year?
 - Yes, **employers must carry over each employee's accrued and unused ESST hours to the following year** unless the employer chooses to front load ESST hours in accordance

with the options provided in the ESST law listed below. Total accruals including carryover amounts may be capped at 80 hours of ESST.

- How does a salaried and exempt employee accrue sick and safe time hours?
 - Employees who are exempt from overtime because they are professional, administrative, or executive employees are presumed to work 40 hours a week for the purposes of ESST accrual. If there is clear evidence an exempt employee's regular work week is less than 40 hours, ESST may accrue based on that employee's actual regular work week.
- Do hours accrue when the employee is not working (on vacation or out sick)?
 - **The law does not require ESST hours to accrue when an employee is not working.**
- How frequently are ESST hours calculated?
 - Employers may calculate and record earned sick and safe time hours at the same frequency as the employer's other typical payroll practices (i.e., by pay period, whether that's weekly, biweekly, monthly, or twice monthly). Amounts accrued and available for use in addition to amounts used each pay period must be listed on the employee's earnings statement (also known as a paystub).
- What is a "year" for purposes of the ESST law?
 - A "year" means any consecutive 12-month period of time as determined by an employer and clearly communicated to employees. Most employers will find it helpful to use one of the following: calendar year (Jan. 1 through Dec. 31); tax year; fiscal year; or year based on the employee's anniversary date of employment. While the employer may determine the accrual year, it is important to note that all employees must either 1) start accruing hours on Jan. 1, 2024, or 2) have at least 48 hours front loaded on Jan. 1, 2024.
- How does "front loading" versus accrual of hours affect carryover into the next year under Minnesota's ESST law?
 - "Front loading" of ESST hours is an alternative method for providing ESST to employees. This option allows employers to record accrual of ESST once a year and avoid carry over of hours from year to year. Some employers may want to use this method to reduce the calculations and recordkeeping required for accrual by pay period (weekly, biweekly, twice monthly or monthly).
- Employers may choose whether hours will accrue each pay period or be "front loaded" at the start of each year. Option 1 allows for carryover, but employers can avoid carryover requirements by using either Option 2 or 3.
 - **Option 1. Accrual and carryover:**
 - employees begin accruing ESST from their first day of employment;
 - ESST accrues at a rate of at least one hour for every 30 hours worked;
 - employees are permitted to accrue a minimum of up to 48 hours of ESST in a year (more if the employer agrees to a higher amount); and
 - employees can carry over unused ESST into the next year. However, at no time can an employee's accrued ESST exceed 80 hours (unless the employer agrees to a higher amount).
 - Option 2. Front loading with pay out and no carryover:

- A minimum of 48 hours of ESST is provided to an employee and made available for immediate use at the start of each year; and
 - unused ESST hours are paid out at the end of the accrual year at the employee's hourly rate.
 - Option 3. Front loading with no pay out and no carryover:
 - A minimum of 80 hours of ESST is provided to an employee and made available for immediate use at the start of each year; and
 - the ESST hours the employee did not use are not paid out at the end of the accrual year.
- May an employer front load yearly ESST hours for part-time employees?
 - Yes, an employer may front load yearly ESST hours for part-time or full-time employees.
- May an employer treat part-time and full-time employees differently? For example, can the employer front load ESST hours for some employees but not others?
 - Yes, an employer may treat part-time and full-time employees differently for purposes of ESST so long as the employer provides all employees at least what they are entitled to under Minnesota's ESST law and as long as the law is applied in a way that does not discriminate against an employee or group of employees based on a protected class, such as race, sex or national origin.
- Must unused ESST hours be paid out when an employee leaves their job?
 - **Employers are not required to pay out any accrued and unused ESST if an employee leaves their job, either voluntarily or involuntarily.** However, employers may choose to do so. An employee who transfers positions or work units within a single employer retains their accrued ESST.
- **Are ESST hours restored if an employee returns to work for a former employer?**
 - **An employee who returns to work for the same employer within 180 days of separation is entitled to the ESST hours accrued before leaving the employer.**
- What happens to ESST hours if the workplace changes owners?
 - If a workplace changes ownership, retained employees keep their accrued and unused ESST. Employees who are terminated by the original owner as part of the change in ownership and are rehired by the new owner within 30 days of ownership change are also entitled to their accrued and unused ESST.
- Do sick and safe time hours accrue on overtime hours worked?
 - ESST hours accrue on all hours worked, including overtime hours, unless the employee is exempt from earning overtime compensation under exemptions for professional, administrative and executive employees.
- **If an employer pays out an employee's unused ESST hours when the employee leaves their job do they need to reinstate those same hours if they return to work for the same employer within 180 days?**
 - **No, an employer would not need to reinstate any hours that had been paid out when the employee previously left their job. However, if payout is not made at the time the employee leaves their job, then the employer must reinstate the unused ESST hours if the employee returns to work for the same employer within 180 days.**



Mark Rahrick <Mark@owatonna.com>

To: Ellen Judd

I would put it on the agenda for council approval.

I think the council will want to discuss the specific terms of the agreement (2 years? 50%?). As well, what kinds of training/certifications will it apply to.

CITY OF MORRISTOWN

AGREEMENT WITH REGARD TO CERTIFICATION EXPENSES

This agreement IS made by and between the City of Morristown, hereinafter referred to as "City", and _____, an employee of the City of Morristown, hereinafter referred to as "Employee".

RECITALS

- A. The City desires that Employee participate in and complete certain training TO obtain certification, described as follows:

(hereafter described as the "Certification").

- B. Employee desires to complete said Certification, and acknowledges that Employee will benefit from said Certification.
- C. The City will incur a cost for Employee to attain the Certification, in the amount of \$_____ (the "Cost").
- D. Employee acknowledges that the City would not agree to incur the Cost of the Certification unless the Employee continues to be employed by the City for a sufficient amount of time for the City to recover its investment in Employee's Certification.

NOW THEREFORE, IT IS AGREED:

PAYMENT OF TUITION:

- 1. The CITY shall pay directly to Employee, or otherwise pay on Employee's behalf, the Cost.

REPAYMENT PROVISION:

1. General. Employee acknowledges that payment of the Cost by is contingent upon the Employee obtaining the Certification and Employee's continuing employment with the CITY.
2. Completion of Certification. Employee shall submit to the CITY written documentation that confirms Employee has obtained the Certification.
3. Repayment of Cost. Employee shall be required to reimburse the City for the Cost upon the occurrence of one of the following events:
 - a. Employee fails to obtain the Certification. If Employee fails to obtain the Certification, Employee shall immediately repay the City 50% of the Cost.
 - b. Employee's employment with the City is terminated, for any reason, less than two years after the City incurs the Cost. Employee shall be required to repay to the City a portion of said Cost according to the following schedule:

Termination Occurs	Amount Required to Repay
Within First (1st) Year	50.0% of Cost
Within Second (2 nd) Year	33.3% of Cost

4. Method of Repayment. Should Employee be required to repay any portion of the Cost, Employee shall be given notice of such event by the City and shall be given thirty (30) days from the date of said notice to make payment. If said payment is not made within thirty (30) days, the City shall have the right to withhold amounts due from any form from Employee compensation payments including biweekly pay, vacation benefits, or sick leave/severance benefits.

THE CITY AND EMPLOYEE FURTHER AGREE:

That this agreement shall be binding on both parties and shall not be amended in any form without the written consent of both parties.

Date: _____

CITY OF MORRISTOWN

By: _____

Ellen Judd, City Administrator

Date: _____

EMPLOYEE

Firefighter Wagers

Mark Rahrick <Mark@owatonnalaw.com>

on 10/30/2023 1:55 PM

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

Ellen,

Getting back to you on the firefighter wages.

Commonly an employee must be paid at least once every 31 days. It turns out there is a specific exception for firefighters and fire responders. Minn. Stat. 181.101 provides in relevant part:

(b) An employer of a volunteer firefighter, as defined in section [424A.001](#), subdivision 10, a member of an organized first responder squad that is formally recognized by a political subdivision in the state, or a volunteer ambulance driver or attendant must pay all wages earned by the volunteer firefighter, first responder, or volunteer ambulance driver or attendant at least once every 31 days, unless the employer and the employee mutually agree upon payment at longer intervals.

In other words, an employee can mutually agree with the city to be paid at longer intervals.

Are you aware of any written agreements that the fire department/city has on file with its firefighters. Is this agreement contained in any of the fire department's bylaws? If not, I'd prefer that each fire department member sign a short agreement agreeing to be paid at the end of each year. Let me know if you want me to put something together.

Mark J. Rahrick

Smith, Tollefson, Rahrick & Cass

108 West Park Square, Suite A

P.O. Box 271

Owatonna, MN 55060

Phone: (507) 451-6540

Fax: (507) 451-1846

E-mail: mark@owatonnalaw.com

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MMUA Drug and Alcohol Testing Consortium Member Agreement Fee Schedule

Effective: January 1, 2023

The following fees apply for MMUA Drug and Alcohol Testing Consortium services. The program year commences on January 1 of each calendar year.

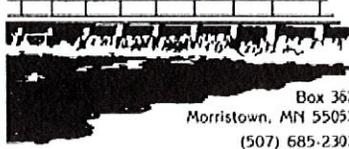
1. **Initial Administrative Fee**—Each participating employer or independently participating contractor is assessed an initial fee of fifty dollars (\$50). Contractors whose employees participate as part of a member's substance abuse prevention program are not assessed the annual fee. Contractors who join the Consortium as an independent entity are assessed the annual fee.
2. **Annual Random Drug Testing Fee**—An annual random drug testing fee of \$35.00 is assessed for each covered employee subject to random drug testing per program year. The Random Drug Testing Fee is assessed for subsequent years of employment.
3. **Additional Drug Testing Fee**—A fee of \$41.25 is assessed for each pre-employment, post-accident, reasonable suspicion, return to duty or follow-up drug test.
4. **Alcohol Testing**—The Consortium's selected vendor will give notice of random alcohol testing in conjunction with random drug testing. Consortium members must communicate back to the Consortium Third Party Administrator all alcohol test results.

Not included in this fee schedule are the services performed by local sites, which collect the urine specimen for drug testing, complete the required chain of custody form, and forward the specimen to the lab in a post-paid overnight package. Nor does the fee schedule include local services conducted by the employer, at a collection site, or by a cooperating law enforcement agency. Collection and breath testing fees are set by each collection agency and are separately billed by the collection agency to the participating member or contractor. Additional charges may also apply to extra copies of printed materials and for workshop registration.

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



RESOLUTION 2023-18

POST-ELECTION WRITE-IN VOTE COUNTING

WHEREAS, Minnesota Statutes 2022, section 204B.09, subdivision 3, has been amended, and

WHEREAS, subdivision 3 reads:

(b) The governing body of a statutory or home rule charter city may adopt a resolution governing the counting of write-in votes for local elective office. The resolution may:

- (1) Require the candidate to file a written request with the chief election official no later than the seventh day before the city election if the candidate wants to have the candidate's write-in votes individually recorded;

WHEREAS, If the governing body of the statutory or home rule charter city adopts a resolution authorized by this paragraph, the resolution must be adopted before the first day of filing for office. A resolution adopted under this paragraph remains in effect until subsequent resolution on the same subject is adopted by the governing body of the statutory or home rule charter city.

THEREFORE, BE IT RESOLVED that the City Council of the City of Morristown, in compliance with subdivision 3 (b) (1), does hereby adopt the above resolution,

Adopted by the City Council of the City of Morristown this 6th day of November, 2023.

Approved:

Tony Lindahl, Mayor

Attested:

Connie Medeiros, City Clerk

As the Election Director for Rice County I cannot direct you on which option you should choose or stay with current way of counting write-ins. I will share my thoughts on each option.

Option 1: Write-in candidates submit a request to have their individual votes tallied

- Easier for election judges at the end of the night. As write-in candidates for Federal, State and County offices have to declare as well. If this option is adopted, then election judges would handle election night and only count the write-in declared candidates for City Offices.

Option 2: Write-in candidates will only have their individual votes tallied if the total number of write-in votes for the contest is greater than or equal to the fewest number of votes cast for a non-write-in candidate.

- For the cities that are in two counties and/or have more than one precinct, this option would require the City Election Judges to come to PTE the morning after election day, to put the numbers together for ALL precincts in the City to see if the write-in votes are greater than or equal to the fewest number of votes cast for non-write-in candidate. If the total number of write-in votes is greater, than the City Election Judges would have to go over the write-in votes for all precincts to determine the winner.
- For cities that are only in Rice County and do NOT have another precinct, election judges would need to check the summary tape from the DS200 at the end of the night, if the write-in total is greater than the lowest candidate total then election judges would write down EVERY write in for City office. BUT if the write-in total is less on the summary statement then, for City offices election judges would not need to write down any write-ins.
 - Concern with this process, is at the end of the night, judges are tired and they would need to make sure they understand this and understand which way to go.

Might be easier for election judges to have the City to adopt option 1 as election judges are very used to declared write-ins, as we do for Federal, and State, County.

Feel free to call Denise with questions on this.

Please adopt a resolution by May 1st, 2024. Send your resolution to PTE.

Thanks!

Elissa Jones
Elections Coordinator
Rice County Property Tax & Elections
320 3rd St NW
Faribault, MN 55021
Phone: 507-332-6131
Elissa.Jones@RiceCountyMN.gov

Sec. 75.

Minnesota Statutes 2022, section 204B.09, subdivision 3, is amended to read:

Subd. 3.

Write-in candidates.

(a) A candidate for county, state, or federal office who wants write-in votes for the candidate to be counted must file a written request with the filing office for the office sought not more than 84 days before the primary and no later than the seventh day before the general election. The filing officer shall provide copies of the form to make the request. The filing officer shall not accept a written request later than 5:00 p.m. on the last day for filing a written request.

(b) The governing body of a statutory or home rule charter city may adopt a resolution governing the counting of write-in votes for local elective office. The resolution may:

(1) require the candidate to file a written request with the chief election official no later than the seventh day before the city election if the candidate wants to have the candidate's write-in votes individually recorded; or

(2) require that write-in votes for an individual candidate only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.

If the governing body of the statutory or home rule charter city adopts a resolution authorized by this paragraph, the resolution must be adopted before the first day of filing for office. A resolution adopted under this paragraph remains in effect until a subsequent resolution on the same subject is adopted by the governing body of the statutory or home rule charter city.

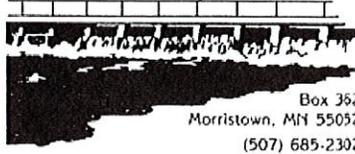
(c) The governing body of a township, school board, hospital district, park district, soil and water district, or other ancillary elected district may adopt a resolution governing the counting of write-in votes for local elective office. The resolution may require that write-in votes for an individual candidate only be individually recorded if the total number of write-in votes for that office is equal to or greater than the fewest number of non-write-in votes for a ballot candidate.

~~(b) (d) A candidate for president of the United States who files a request under this subdivision must file jointly with another individual seeking nomination as a candidate for vice president of the United States. A candidate for vice president of the United States who files a request under this subdivision must file jointly with another individual seeking nomination as~~ include the name of a candidate for vice president of the United States. The request must also include the name of at least one candidate for presidential elector. The total number of names of candidates for presidential elector on the request may not exceed the total number of electoral votes to be cast by Minnesota in the presidential election.

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

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RESOLUTION 2023-16

A RESOLUTION DESIGNATING FINAL POLLING PLACE

WHEREAS, it is important that citizens exercise their right to vote; and

WHEREAS, an annual resolution designating polling places is no longer required by December 31 if there have been no changes to the designated polling place; and

WHEREAS, the designation of a polling place shall remain in effect until a different polling place is designated; and

WHEREAS, no designation of a new or different polling place becomes effective less than 90 days prior to an election, except that a new polling place may be designated to replace a polling place that has become unavailable for use.

BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF MORRISTOWN, Rice County, Minnesota does hereby designate the Morristown Community Center, located at 402 Division St S, Morristown, MN 55052, in Rice County as it's polling place for all federal, state, local and special elections.

BE IT FURTHER RESOLVED, the polling place shall comply with all requirements pursuant to M.S. 204B.16.

BE IT FINALLY RESOLVED, the polling place shall only be changed pursuant to M.S 204B.16.

Adopted by the City Council of the City of Morristown, this 6th day of November, 2023.

Attested:

Connie Medeiros
City Clerk

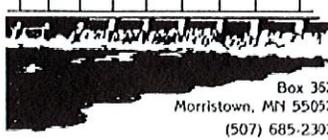
Approved:

Tony Lindahl
Mayor

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



Box 352

Morristown, MN 55052

(507) 685-2302

RESOLUTION 2023-17

AUTHORIZING ASSESSMENT OF DELINQUENT WATER BILLS FOR COLLECTION IN 2024

BE IT RESOLVED by the City Council of the City of Morristown, County of Rice, Minnesota that the delinquent water bills listed below shall constitute a special assessment against the lands. Such assessments shall be payable with property taxes payable in 2024.

<u>Parcel ID No.</u>	<u>Property Address</u>	<u>Owner</u>	<u>Assessment Amount</u>
20.22.4.76.073	205 Main St W Morristown, MN 55052	Charles H & Donna M Pluister (Chris Bracken)	\$1,177.44

The City Clerk is hereby instructed to transmit a certified copy of the assessment to the County Auditor to be extended on the property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the City Council of the City of Morristown, Rice County, Minnesota, on this 6th day of November 2023.

Tony Lindahl, Mayor

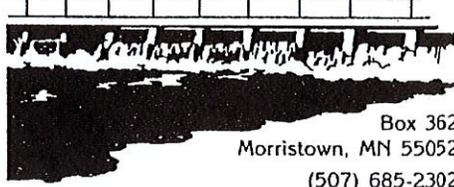
ATTEST:

Connie Medeiros, City Clerk

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



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

RESOLUTION 2023-19

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>
Keth Velzke	\$200.00

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

<u>Designated to</u>	<u>Amount</u>
Morristown Fire Department	\$200.00

WHEREAS, the City shall distribute these funds accordingly, for the benefit of its entity with the terms prescribed by the donor.

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 as law.
2. The city clerk is hereby directed to issue receipts, acknowledge the city's receipt of the donor's donation.

Accepted by the City Council of the City of Morristown on Monday, November 6, 2023

Approved:

Mayor, Tony Lindahl

Attested:

Connie Medeiros, City Clerk

Date: 11/2/2023

City of Morristown E Studio 3025AC

Quotation for: CITY OF MORRISTOWN
402 DIVISION ST S
MORRISTOWN, MN 55052

Location: 402 DIVISION ST S
MORRISTOWN, MN 55052

City of Morristown

Model	TOSHIBA ESTUDIO 3025AC 30CPM COLOR
Standard Description	DSDf DOC FEEDER MR4010 STAND5015 ENVELOPE CASSETTE (2ND Drawer) this draw holds 8 ½ x 14! DELIVERY AND SETUP INSTALL/TRAINING

Total Recommended System 60 Mo. Program

\$73.00 ____ Accept [please initial]

Maintenance & Service Plan	<p>This agreement is a COST PER COPY MAINTENANCE: Black impressions will be billed at \$0.0072 per page. Color impressions will be billed at \$.049.</p> <p>Includes all parts, labor, travel, drums, and black and color toner. Staples are not included.</p> <p>If applicable, this agreement will be added to any existing maintenance and service plan with EO Johnson. For exceptions, please explain.</p> <p style="text-align: right;">**Terms and conditions for maintenance agreement on next page.</p>
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When signed, this quotation becomes an order for the total recommended system plus any checked optional accessories. Quote is valid for 30 days.

Quotation Approval

Name		Date	
Title			
Email			
PO#		Tax ID# (FEIN)	
Tax Exempt Status		Tax Exempt #	
Signature			

Submitted by:
Kristin Houfek
Account Executive
khoufek@eojohnson.com
+1 (608) 519-8531

Date: 11/6/2023

City of Morristown DX C3926i

Quotation for: CITY OF MORRISTOWN
402 DIVISION ST S
MORRISTOWN, MN 55052

Location: 402 DIVISION ST S
MORRISTOWN, MN 55052

Model	CANON IMAGERUNNER ADVANCED DX C3926I COLOR COPIER (26PPM)
Standard Description	Ships standard with 200-sheet Single Pass Duplexing Automatic Document Feeder, Envelope Feeder Attachment, 100-sheet stack bypass, 2 x 550-sheet Paper Cassettes, UFRII/PCL/PS Printing, Direct PDF/XPS Printing, Color Universal Send with PDF High Compression, Encrypted PDF, Digital Signature PDF (Device and User Signature), Trace and Smooth PDF, Searchable PDF/XPS, OOXML (Scan to PPT and Word), Universal Login Manager(Requires Download), uniFLOW Online Express, Access Management System, SSD Data Initialize, Data Encryption (FIPS-140-2), IP Sec, Encrypted Secure Print, Secure Watermark, Web Browser, 3.5GB RAM, 256GB SSD, Color Image Reader, Ethernet 1000Base-T/100Base-TX/10Base-T, USB 2.0/3.0 Connectivity, Wifi Connectivity, Remote Operator's Software Kit, Color Network ScanGear and Drum Units.

Included Options	
<input checked="" type="checkbox"/> CANON CABINET TYPE-W1 <input checked="" type="checkbox"/> A3 MFD DELIVERY/SETUP <input checked="" type="checkbox"/> A3 MFD OR SCAN DEVICE INSTALL/ TRAINING	

Total Recommended System 60 Mo. Lease **\$72.46** ___ Accept [please initial]

Maintenance & Service Plan	<p>This agreement includes a Cost Per Copy rate All BW pages will be billed at \$0.007200. All Color pages will be billed at \$0.049000.</p> <p>Includes all parts, labor, travel, drums, and toner. Staples are not included.</p> <p>If applicable, this agreement will be added to any existing maintenance and service plan with EO Johnson. For exceptions, please explain.</p> <p style="text-align: right;">**Terms and conditions for maintenance agreement on next page.</p>
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When signed, this quotation becomes an order for the total recommended system plus any checked optional accessories. Quote is valid for 30 days.

Quotation Approval

Name		Date	
Title			
Email			
PO#		Tax ID# (FEIN)	
Tax Exempt Status		Tax Exempt #	
Signature			

Submitted by:
Kristin Houfek
Account Executive
khoufek@eojohnson.com
+1 (608) 519-8531

LOFFLER

MAINTENANCE AGREEMENT

3745 Louisiana Ave S, Saint Louis Park, MN 55426

952-925-6800 *Fax 952-925-6801

B I L L T O	Company City of Morristown		Customer #	S H I P T O	Company City of Morristown		Customer #
	Address 402 Division St S				Address 402 Division St S		
	City Morristown	State MN	Zip 55052		City Morristown	State MN	Zip 55052
	Contact		Phone 507-685-2302		Contact Ellen Judd		Phone 507-685-2302
	Email address		Mobile Phone		Email address ejudd@ci.morristown.mn.us		Mobile Phone 507-685-2302
<input checked="" type="checkbox"/> Multi-Functional Copier / Printer			<input type="checkbox"/> Managed Print Services			<input type="checkbox"/> Mail Machine	

CONTRACT TERM:	5 years	<input type="checkbox"/> Other _____	
EFFECTIVE DATE:	Note that the effective date is the same as the install Date, unless otherwise noted:	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Renewal
		<input type="checkbox"/> Add to Existing Contract	

MAKE/MODEL	DESCRIPTION	SERIAL NUMBER	ID	BEGIN METER
Canon imageRUNNER DX C3926i	5963C002AA: imageRUNNER ADVANCE DX C3926i			

Please list additional equipment on attached Schedule A

Base Frequency	Monthly	Overage Frequency	Monthly	Base Charge	0.00
B/W Covered Impressions	0	B/W Overage Charge	\$ 0.0073	Meter Collection Method Imageware	
Color Covered Impressions	0	Color Overage Charge	\$ 0.049		
Xerox Versant	Mono	Color	Large Color	Banner	All Four Rates Are Required

<input type="checkbox"/> Additional Charge	\$	For	
Supplies Included	Yes	Black Toner	Yes
		Color Toner	Yes
		Staples Included	Yes

Meter Contact Ellen Judd	Phone (Required) 507-685-2302	E-mail Address (Required) ejudd@ci.morristown.mn.us	Fax
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<input type="checkbox"/> Enable Canon Cloud Backup Service	Qty	\$4.95 per device monthly for Canon generation three or newer devices
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Special Instructions:
5-year Lock MN State Contract
Please carefully review the Terms and Conditions on our website, <https://info.loffler.com/loffler-terms-and-conditions>, and provide a customer signature on the following page. Version 09252022.

Customer Signature **X** _____ Print Customer Name _____
 Loffler Companies Representative _____ Loffler Company Acceptance Date _____
 Loffler Companies Officer Approval _____

10/31/2023

Water/Sewer/Trash Accounts - Over 30 Days Delinquent

Name	Address	Balance	Cur Charges	Overdue	Notes
Chmelik, Johnathan	300 Division St., S	\$202.00	\$90.50	\$110.50	
Christianson, Loran	400 Main St., W	\$168.49	\$80.47	\$88.02	
Davis, Deb	104 2nd St., NE	\$170.67	\$80.77	\$89.90	
Dominick, Nick	408 Thruen St.	\$291.94	\$89.67	\$202.27	
Haefemeyer, Josh	306 Division St., S	\$194.74	\$84.87	\$109.87	
Hauser, Kenneth	101 Main St., E	\$342.68	\$113.45	\$229.23	PO Box 306, Morristown
Hurst, Jerome	107 Main St., E	\$171.90	\$85.40	\$86.50	
Jacobson, Kevin	305 1st St., NE	\$224.89	\$67.48	\$85.75	
Maniglia, John	203 3rd St., SE	\$316.11	\$80.37	\$235.74	
Meier, Bobbie	106 Main St., W	\$345.67	\$99.79	\$245.88	
Miller, Jon	105 1st St., SE	\$332.78	\$150.55	\$182.23	
Schiell, Ryan	303 2nd St., NE	\$314.90	\$100.09	\$214.81	
Sevenson, Jordan	105 2nd St., SE	\$147.53	\$69.75	\$77.78	
Tran, Lou	311 Thruen St., W	\$81.98	\$40.99	\$40.99	PO Box 2304, Burnsville, MN 55337
U.S. Post Office	104 Division St., S	\$200.38	\$58.46	\$141.92	P

CD Rates

As of: 11/6/2023

Term	Percent	Bank	Institution	Notes
3 month	5.45 %	China	Edward Jones	
6 month	5.45 %	China	Edward Jones	
9 month	5.45 %	Wells Fargo & Others	Edward Jones	
12 month	5.45 %	Wells Fargo	Edward Jones	
18 month	5.40 %	Wells Fargo	Edward Jones	
24 month	5.40 %		Edward Jones	Low Inventory
	5.30 %	Wells Fargo	Edward Jones	

Notes
All FDIC insured

cutting edges 1/3



370 24th Ave NW
 Owatonna, MN 55060
 507-451-1326 800-372-1326 FAX: 507-451-1205
 www.curtstruck.com

ALL RETURN GOODS AND CORES MUST BE ACCOMPANIED BY THIS INVOICE AND IN THEIR ORIGINAL AND UNDAMAGED PACKAGING.
 ALL RETURNS ARE SUBJECT TO RESTOCKING FEES.
 NO RETURNS AFTER 30 DAYS.
 NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.
 ALL NEW AND REBUILT PARTS CARRY WARRANTY OF THE MANUFACTURER.

Terms: Net due by the 15th day of month following the month of purchase.

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profit or income, or any other incidental damages.

DATE ENTERED 03 NOV 23	YOUR ORDER NO.	DATE SHIPPED 03 NOV 23	INVOICE DATE	INVOICE NUMBER Q112501
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QUOTE

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ACCOUNT NO. P1

CITY OF MORRISTOWN

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PAGE 1 OF 1

Q112501

SHIP VIA E	DE	EDGE QU	SLSM. 155	B/L NO.	TERMS CASH	F.O.B. POINT OWATONNA MN
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QTY	SHIP	RO	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
3	3	0	AP-300040-21	3' CARBIDE	1044.00	864.00	2,592.00
3	3	0	AP-300040-22	4' CARBIDE	1805.25	1494.00	4,482.00
33	33	0	AP-300076-01	NUT	1.71	1.41	46.53
33	33	0	AP-300075-06	BOLT	5.30	4.39	144.87
			FREIGHT	375.00			
**** I N V O I C E Q U O T E - DO NOT PAY ****							
THANK YOU! Your Salesperson is BRUCE KOECKERITZ							

THANK YOU!
We appreciate your business!
Have a great day!

It is never too early to get ready for our Minnesota winter!
 Stop in to find the perfect snow removal equipment to fit your needs!

PARTS	7,265.40
SUBLET	
FREIGHT	375.00
SALES TAX	563.48
TOTAL	\$8,203.88

CUSTOMER'S SIGNATURE
 X

cutting edges 3/3

NAPA AUTO PARTS

400003419
TWIN LAKES AUTO PARTS INC.
238 E. MAIN
WATERVILLE, MN 56096
(507) 362-8833

QUOTE

Date : 10/25/2023

Time : 07:27

Page : 1 / 1

Order # 156984

Quote For

1530
CITY OF MORRISTOWN
PO BOX 362
MORRISTOWN, MN 55052

Quote By

Quote By : 2 , RUSS
Sales Rep : 0 , Salesman
Quote Date : 10/25/2023
Accounting Day : 1
Quote : 1015

Part Number	Line	Description	Quantity	Price	Net	Total	Taxable
1317040	SAM	36 IN CARBIDE EDGE	3.00	0.00	535.0000	1,605.00	
1317041	SAM	48 IN CARBIDE EDGE	3.00	0.00	682.0000	2,046.00	
1317004	SAM	9' X 8" CUTTING EDGE	1.00	0.00	389.0000	389.00	
1317024	SAM	12' X 8" CUTTING EDGE	1.00	0.00	520.0000	520.00	
FCB063011251	SAM	PLOW BOLT	33.00	0.00	2.0000	66.00	
FNE063011069	SAM	LOCK NUT	33.00	0.00	1.0000	33.00	
	FRP	Freight	1.00	0.00	395.0000	395.00	

**** Prices and Taxes Subject to Change Without Notice ****

Attention : TRAVIS

PO# :

PRICE QUOTE CUTTING EDGES

Subtotal	5,054.00
(Taxes and fees not included in Quote Total)	
	4,145.00
Subtotal	5,054.00

Rear Axle 1/2



TRUCK CENTER COMPANIES

3701 BAGLEY AVE.
FARIBAULT, MN 55021

(866) 334-1653

Sold **CITY OF MORRISTOWN - 70065**
To 402 DIVISION ST S
MORRISTOWN MN 55052

Ship **CITY OF MORRISTOWN - 70065**
To 402 DIVISION ST S
MORRISTOWN MN 55052

SERVICE ESTIMATE ES304003787

UNIT NO: 123	CONTACT #: (507) 491-0372	MILEAGE: 59,776
VIN: 1FDYS80F3WVA14255	P.O. NO:	LICENSE:
YEAR/MAKE/MODEL: 1998 / FORD / CONVENTIONAL H	DATE CREATE: 10/25/23	ENG HRS: 0
ENGINE/MODEL/SN: CAT / 3126 / 1WM15652	DATE INVOICED:	R RATIO:
TRANS/MODEL/SN: / /	DRIVER CONTACT:	TAG #:
RXLS/MODEL/SN: / /	DATE SCHEDULED: 10/25/2023 10:00:30	DEL MILE:

Estimate Operations

JOB #1 41 DRIVELINE

COMPLAINT THERE IS A HUM WHEN GOING 55-60.
USUALLY TRUCK DOES NOT GO THAT FAST, ONLY GOES ABOUT 20-30 WITH PLOW ON IT.
WANTS TO MAKE SURE TRUCK DOES NOT NEED ANYTHING OUTSIDE OF DOT COMPLIANCE.

CAUSE CORRECTION PULLED TRUCK IN, JACK UP BOTH SIDES OF FRONT END AND CHECKED PLAY WITH PRYBAR, BOTH SIDES SEEMED TO HAVE NO ISSUE WITH KINGS PINS OR BEARINGS, TURNED STEERING WHEEL SIDE TO SIDE AND NOTICED LIGHT CLUNKING IN STEERING SHAFT, LIKELY RESULT OF WORN STEER SHAFT U JOINTS BUT DOES NOT SEEM LIKE IT WOULD CAUSE NOISE AT HIGHWAY SPEEDS. INSPECTED UNDERSIDE OF TRUCK FOR ANY LOOSE DAMAGED PARTS, SHOOK DRIVESHAFT BACK AND FOURTH AND HEARD LOUD CLUNK FROM DIFF, GOING TO TEST DRIVE TO CONFIRM SOUND. TEST DROVE TRUCK WITH RYAN, VERY LOUD HUMM AT 55+, SOUNDS LIKE DIFF/DRIVELINE ISSUE. PULLED OIL SAMPLE FROM DIFF, APPEARED TO HAVE ALOT MORE "GLITTER" THEN NORMAL AND VERY SMALL METAL CHUNKS WERE PRESENT

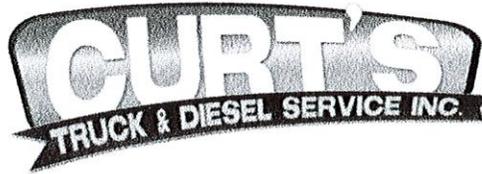
QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	304D/SP 5 675X	U - JOINT KIT	67.14	67.14
1	304V/VMN RR23160L6834646	REMAN MERITOR DIFF ASSY	4,159.47	4,159.47
-1	304V/VMN RR23160L6834646-CORE	REMAN MERITOR DIFF ASSYCORE	1,406.25	-1,406.25
1	304V/VMN RR23160L6834646-CORE	REMAN MERITOR DIFF ASSYCORE	1,406.25	1,406.25
	LABOR 41-10	DRIVELINE		1,320.00
	C	DIAMOND COVERAGE IS OPTIONAL. THIS COVERAGE WOULD BUMP COVERAGE UP TO 3 YEARS NO QUESTIONS ASKED. ALSO COVERS TOWING UP TO \$500. IF NO DIAMOND STANDARD 2 YEAR WARRANTY ON IT		
1	VMAN-D	VALLEY DIAMOND WARRANTY	500.00	500.00

Prepay: \$0.00 Parts: \$4,226.61 Labor: \$1,320.00 Misc: \$500.00 Sublet: \$0.00 **\$6,046.61**

Estimate Operations Totals Prepay: \$0.00 Parts: \$4,226.61 Labor: \$1,320.00 Misc: \$500.00 Sublet: \$0.00 **\$6,046.61**



Rear Axle 2/2



370 24TH AVE NW, OWATONNA, MN 5506

TOLL FREE: (800) 372-1326

LOCAL: (507) 431-6407

FAX: (507) 451-1205

ESTIMATE ON REPAIRS. ESTIMATE GOOD FOR 30 DAYS

Page 1

DATE 11/2/2023 REPAIR ORDER # NA
 CUSTOMER CITY OF MORRISTOWN
 PHONE _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP CODE _____

YEAR	MAKE	MODEL	LICENSE	SERIAL NO	MILEAGE		
FORD				1FDYS80F3WVA14255	59,766		
DESCRIPTION				SUBLET TAXABLE	SUBLET NONTAX	PARTS AND MATERIALS	LABOR (IN HOURS)
REMOVE AND REPLACE DIFFERENTIAL							
WELRRL23160683						3186.71	10
OIL						148.8	
SEALANT						18.04	
REMOVE AND REPLACE WHEEL SEAL							
SEAL						118.5	4
REMOVE AND REPLACE UJOINT GOING INTO FRONT DIFF							
5-675X						69.52	1.5
SUB TOTALS				\$ -	\$ -	\$ 3,541.57	\$ 2,480.00

SUBTOTAL (PAGE1)	\$ 6,021.57
SUBTOTAL(ALL PAGES)	\$ 6,021.57
SHOP SUPPLIES	\$ 602.16
SALES TAX	\$ 261.19
GRAND TOTAL	\$ 6,884.92

PRICES ON THIS ESTIMATE ARE APPLICABLE ONLY IF THE REPAIRS ARE PERFORMED AT CURT'S TRUCK & DIESEL SERVICE INC.

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. AFTER THE WORK HAS BEEN STARTED, WORN OR DAMAGED PARTS WHICH ARE NOT EVIDENT ON FIRST INSPECTION MAY BE DISCOVERED. THIS ESTIMATE DOES NOT COVER SUCH CONTINGENCIES. PARTS PRICES SUBJECT TO CHANGE WITHOUT NOTICE. THIS ESTIMATE IS NOT IMMEDIATE ACCEPTANCE.

PARTS ESTIMATE BY BRUCE
LABOR ESTIMATE BY SHANE

THIS WORK AUTHORIZED BY _____

PO _____
DATE _____