

# City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

*Best Little Town By A "Dam Site"*



## MORRISTOWN CITY COUNCIL MEETING AGENDA

Regular Meeting 7:00 p.m.

Monday, August 7, 2023

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Additions/Corrections to Agenda:**
4. **Comments and Suggestions from Citizens Present:**
5. **Consent Agenda:**
  - A. Police Report – July 2023 –
  - B. Fire Department Report – July 2023
  - C. Public Works Report – July 2023
  - D. City Council Meeting Minutes – Regular Meeting 7/5/2023
  - E. Zoning Board Meeting Minutes – 7/20/2023
  - F. Financial Reports – 7/31/23 –
  - G. Claims and Accounts – 7/1/2023-7/31/2023
  - H. Water Bill Delinquency Report
6. **Unfinished Business:**
  - A. 204 Franklin St. – Mark to present
7. **New Business:**
  - A. Soil Boring Proposals (AET, Braun, and CVT)
  - B. 3 quotes for Garage Door replacement (Public Works)
  - C. R. Barney – Discuss Zoning Board Admin compensation
  - D. 2<sup>nd</sup> and Bloomer – Gas company never hard surfaced (Travis)
  - E. Review Peddler's License – Ice Queen (Ice cream truck)
  - F. Fire Department Relief Association – Approval of Retirement Benefits
  - G. Jerry Review
8. **Correspondence and Announcements:**
9. **Council Discussion and Concerns:**
10. **Adjournment:**
11. **Next Meeting:** Tuesday, September 5, 2023 – 7:00 p.m.

# Public Works Council Report

July 2023

## GENERAL

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- Continue weekly maintenance on vehicles and equipment
- Repairs as needed
- Maintain good housekeeping at city building as needed
- Paint and repair handrails at public works/garage door estimate

## WATER

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- Continue daily checks, weekly tower flush
- Check town water pressure
- Dig up and repair water shutoff on corner of 2<sup>nd</sup> and Franklin

## WASTEWATER

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- Continue daily checks, weekly samples and plant cleaning

## STREETS

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- Pothole repairs as needed
- Sweep streets as needed
- Manhole repair on 2<sup>nd</sup> St. by school
- Patch sidewalk at City Hall
- Pictures of old house
- Remove falling tree from ally off 2<sup>nd</sup> St.

## PARKS/COMPOST

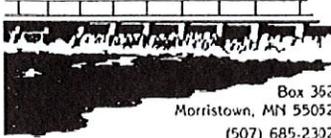
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- Parks – weekly mowing and trimming as needed; clean bathrooms and garbage pickup
- Compost – burned brush pile; mix compost weekly; remove burn logs
- Baseball Field – filling hole and low spots around outside of baseball field

# City of Morristown

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Best Little Town By A "Dam Site"



## MORRISTOWN CITY COUNCIL MEETING MINUTES

Regular Meeting 7:00 p.m.

Wednesday, July 5, 2023

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

**Others Present:** Connie Medeiros (City Clerk), Travis Mullenmeister (Public Works), Bruce Morris (Fire Department), Brent Kavits (SEH), Ralph Barney, Kristin Barney, Jack Schwichtenberg, Margaret Butler, Brian Brunner, Sherri Brunner, Sharon Krenik, Elden Eklund, John Schlie, Jim Hilpiper, Arlen Krause, Suzanne Krause, Renae Krause, Rick Vollbrecht, Jenny Hager (sic)

1. **Call to Order:** Mayor Tony Lindahl called the meeting to order of the Morristown City Council on Wednesday, June 5, 2023, at 7:00 p.m. in the Council Chambers at 402 Division St., S, Morristown

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

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

A. Add Resolution 2023-12 Ordering Preparation of Report to New Business section of Agenda.

4. **Comments and Suggestions from Citizens Present:**

5. **Consent Agenda:**

A. Police Report – June 2023 –

B. Fire Department Report – June 2023

C. Public Works Report – June 2023

D. City Council Meeting Minutes – Regular Meeting 6/5/2023

E. Zoning Board Meeting Minutes – 6/15/2023

F. Financial Reports – 6/30/23 –

G. Claims and Accounts – 6/1/2023-6/30/2023

H. Water Bill Delinquency Report

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

6. **Unfinished Business:**

A. 304 Division St N – Vehicle Update, Fine remains unpaid. Letter was sent. 7/5/2023 homeowner paid fine. Council will continue to monitor property.

B. 403 Sidney St. Utility Easement Damage Agreement – Ralph to contact homeowner. Ralph will contact homeowners.

C. Quotes for Air Conditioning –

*The council reviewed all quotes. Motion by Murphy, seconded by Caldwell and was carried unanimously to accept the quote from Comfort Solutions.*

D. Ralph Barney requesting 1% of Grant Money – City has no obligation to award R. Barney any extra compensation with respect to City's grant money received.

E. 204 Franklin St W – Condemn house – City Attorney has attempted to contact homeowner's son. He will continue to reach out and have any update at the council's next meeting.

7. **New Business:**

A. 2024 Street Project – Brent Kavitz, SEH. Brent presented the Supplement Letter Agreement for the 2024 Street and Utility Improvement Project which will include Ann St., SW & E, Chestnut St, E, Washington St., E, 1<sup>st</sup> St., NE & SE, and 2<sup>nd</sup> St., NE & SE. The proposal outlined the feasibility phase of the project at the estimated cost of \$104,100. This phase includes preparing the Feasibility Report which will include a review of the existing water main and structural conditions of the existing roadways. Brent reported that this report will identify the structural severity of the exiting

water main system, rehabilitation and/or reconstructions options, preliminary pipe sizing and catch basin placements, street width along with other constructions details of the entire project.

B. Sewer Charge Removal for Water Use without 2<sup>nd</sup> Meter

- i. Snow birds pay \$60/month and don't use any water
- ii. Bulk water charge is \$30 minimum. It costs \$50 extra in sewer charges.
- iii. People could want a discount all summer long for lawn irrigation.

*The Council discussed and rejected the sewer charge removal for water use with 2<sup>nd</sup> meter.*

C. Quotes for WWTP Flow Meter Install

*Motion by Caldwell, seconded by Gregor and was carried unanimously to accept the Dahle Enterprises' quote for WWTP flow meter installation.*

D. Letter of Support for Cannon River Watershed Flood Study

*The Council briefly discussed supporting the Cannon River Watershed flood study. The city will support the Cannon River Watershed Flood Study but with no financial input from the City.*

E. Hire for Temporary Event Set-up Position – Cheyenne Maternity Leave, Adrienne O'Rourke willing.

*Motion by Murphy, seconded by Caldwell and was carried unanimously to hire Adrienne O'Rourke at a payrate of \$25/hr. for the temporary event set up position.*

F. Addition: Resolution 2023-12 Ordering Preparation of Report

*Motion by Gregor, seconded by Murphy and was carried unanimously to accept Resolution 2023-12 Ordering Preparation of Report.*

H. Access to City email – Connie

*Motion by Golombeski, seconded by Gregor and carried unanimously to allow Connie access to city/admin email.*

I. 6-month review – City Clerk

*Motion by Murphy, seconded by Golombeski and was carried unanimously to close regular meeting and open closed meeting to discuss City Clerk's 6-month review.*

The council discussed job responsibilities and performance to date.

*Motion by Golombeski, seconded by Murphy and was carried unanimously to raise City Clerk's payrate by \$1.25 per hour.*

*Motion by Murphy, seconded by Golombeski and was carried unanimously to close closed meeting and reopen regular meeting.*

**8. Correspondence and Announcements:**

**9. Council Discussion and Concerns:** Lindahl firmly expressed the need to strictly abide by the water shut off date for the delinquent water bill homeowners.

**10. Adjournment:** *Motion by Golombeski, seconded by Caldwell and was unanimously agreed to adjourn the Morristown City Council monthly meeting at 8:30 p.m.*

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

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Tony Lindahl, Mayor

Attest,

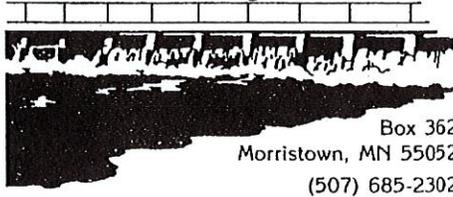
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Connie Medeiros, City Clerk

# City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

*Best Little Town By A "Dam Site"*



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

## MORRISTOWN ZONING BOARD MINUTES Regular Meeting 7:00 p.m. Thursday, July 20 2023

**Members Present:** Jim Lonergan, Val Kruger, Faye Golombeski

**Others Present:** Connie Medeiros (City Clerk), Ralph Barney (Zoning Administrator)

1. **Call to Order:** The Morristown Zoning Board regular meeting was called to order at 7:05 p.m. by Jim Lonergan on Thursday, July 20, 2023, in the Council Chambers in City Hall, at 402 Division St., S.
2. **Additions/Corrections to Agenda:** *Motion by Golombeski, seconded by Barney and was carried unanimously to accept Agenda as is.*
3. **Additions/Corrections of Meeting Minutes:** *Motion by Golombeski, seconded by Barney and was carried unanimously to accept June 15, 2023 Meeting Minutes.*
4. **Report Council Action Taken at Last Meeting:** None with respect to Zoning.
5. **Requests to be heard:** None.
6. **Old/Unfinished Business:** None.
7. **New Business:** None presented.
8. **Zoning Administrator's Report:**  
Ralph is continuing to monitor the permits that are being issued.
9. **Board Discussion and Concerns:**
  - A. New construction at 407 Sidney St is within its setbacks but Board needs to stop construction until plans are reviewed by entire zoning board members. R. Barney will call the contractor to stop construction and ask if they would like to call a special meeting (at the cost of \$150) for the board to review the construction plans or have them wait until the next Zoning Board meeting.
  - B. R. Barney discussed the time and work involved with the Administrator position and requested that the position be a paid position. He will address this request to the city council at the next meeting and request that the position be changed to a paid position instead of the opened permits and closed permit payment.
  - C. The Board discussed the trailer court and the need for permits for decks, fences, etc. and that they should be the same as the city requirements. C. Medeiros will draft a letter to management at the court requesting compliance with city zoning permit application requirements.
- D. **Adjournment:** *Motion by Kruger, seconded by Golombeski and was carried unanimously to adjourn the Thursday, June 15, 2023, Zoning Board Meeting at 8:30 p.m.*
- E. **Next Regular Meeting:** Thursday, August 17, 2023, at 7:00 p.m.

*Connie Medeiros*

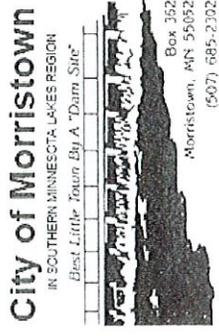
Connie Medeiros  
City Clerk/Treasurer

**CITY OF MORRISTOWN**  
**Budget Progress Report**

Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
<b>FUND 100 General Fund</b>						
<b>- Revenue</b>						
R 100-31001	General Property Taxes	\$343,440.00	\$138,974.34	\$0.00	\$204,465.66	40.47%
R 100-31955	Special Assessments	\$19,000.00	\$4,908.12	\$0.00	\$14,091.88	25.83%
R 100-32110	Alcoholic Beverages	\$6,900.00	\$0.00	\$0.00	\$6,900.00	0.00%
R 100-32161	Tobacco License	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
R 100-32180	Other Bus. License & Permits	\$250.00	\$25.00	\$0.00	\$225.00	10.00%
R 100-32190	Golf Cart License	\$100.00	\$375.00	\$0.00	-\$275.00	375.00%
R 100-32210	Building Permits	\$2,000.00	\$1,463.00	\$0.00	\$537.00	73.15%
R 100-32240	Animal Licenses	\$500.00	\$55.00	\$0.00	\$445.00	11.00%
R 100-33101	Federal Grants and Aids	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-33400	State IGR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-33401	Local Government Aid	\$331,121.00	\$0.00	\$0.00	\$331,121.00	0.00%
R 100-33422	State Grants and Aids	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-33425	Residential Mkt Value Credit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-33426	Agricultural Mkt Value Credit	\$1,100.00	\$0.00	\$0.00	\$1,100.00	0.00%
R 100-33427	Manufactured Home Market Value	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-33429	State - P.E.R.A. Aid	\$284.00	\$0.00	\$0.00	\$284.00	0.00%
R 100-33440	Other State Grants/Aids (FEMA)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-33465	Small City Assistance	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-34107	Assessment Searches	\$100.00	\$210.00	\$0.00	-\$110.00	210.00%
R 100-34304	County Street Sweeping Reimb.	\$750.00	\$0.00	\$0.00	\$750.00	0.00%
R 100-34408	Yard Waste Compost Agreement	\$875.00	\$0.00	\$0.00	\$875.00	0.00%
R 100-34751	CC: Bar Rental	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-34752	CC: Rent	\$2,000.00	\$4,225.00	\$0.00	-\$2,225.00	211.25%
R 100-34753	CC: Other Income	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-34754	Gov Center: Rental	\$250.00	\$220.00	\$0.00	\$30.00	88.00%
R 100-34780	Park Fees	\$50.00	\$80.00	\$0.00	-\$30.00	160.00%
R 100-34901	Other Charges	\$50.00	\$0.00	\$0.00	\$50.00	0.00%
R 100-34951	Cable Franchise Fee	\$3,000.00	\$3,768.23	\$0.00	-\$768.23	125.61%
R 100-35101	Court Fines	\$1,000.00	\$1,377.08	\$0.00	-\$377.08	137.71%
R 100-35104	Administrative Fines/Penalties	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-36201	Misc Revenues	\$0.00	\$3,057.96	\$0.00	-\$3,057.96	0.00%

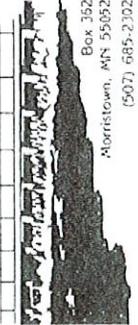
# CITY OF MORRISTOWN

## Budget Progress Report



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

Account	Description	2023		2023		2023		2023 % of Budget
		YTD Budget	YTD Amt	YTD Balance	July 2023 Amt			
R 100-36210	Interest Earning	\$900.00	\$1,328.89	-\$428.89	\$0.00	\$0.00	\$0.00	147.65%
R 100-36244	Donations	\$0.00	\$21,500.00	-\$21,500.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-36245	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-36260	Refunds and Reimbursements	\$0.00	\$7,516.04	-\$7,516.04	\$0.00	\$0.00	\$0.00	0.00%
R 100-36261	Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-39101	Sale of General Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-39201	Transfer From General Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-39202	Transfer From Enterprise Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-39310	GO Bond Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-39320	Premiums on Bonds Sold	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 100-39990	Sale of Investment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$713,920.00	\$189,083.66	\$524,836.34	\$0.00	\$0.00	\$0.00	26.49%
<b>- Revenue</b>								
<b>- Expenditure</b>								
E 100-41110-101	Council Wages and Salaries	\$5,500.00	\$0.00	\$5,500.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41110-122	Council Social Security Benefit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41110-123	Council Medicare Benefit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41110-151	Council WC: Insurance Premiums	\$100.00	\$18.07	\$81.93	\$0.00	\$0.00	\$0.00	18.07%
E 100-41110-215	Council Operating & Maintenance Supply	\$0.00	\$120.00	-\$120.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41110-330	Council Transportation	\$300.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41110-350	Council Printing and Binding	\$1,500.00	\$440.00	\$1,060.00	\$0.00	\$0.00	\$0.00	29.33%
E 100-41110-432	Council Training/Conferences	\$760.00	\$0.00	\$760.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41110-433	Council Dues/Subscriptions	\$1,800.00	\$50.00	\$1,750.00	\$0.00	\$0.00	\$0.00	2.78%
E 100-41310-101	Mayor Wages and Salaries	\$1,550.00	\$0.00	\$1,550.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41310-122	Mayor Social Security Benefit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41310-123	Mayor Medicare Benefit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41310-151	Mayor WC: Insurance Premiums	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41310-215	Mayor Operating & Maintenance Supply	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41310-330	Mayor Transportation	\$250.00	\$75.00	\$175.00	\$0.00	\$0.00	\$0.00	30.00%
E 100-41310-432	Mayor Training/Conferences	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41310-433	Mayor Dues/Subscriptions	\$50.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41410-101	Elections Wages and Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41410-122	Elections Social Security Benefit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41410-123	Elections Medicare Benefit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41410-300	Elections Professional Services	\$400.00	\$226.25	\$173.75	\$0.00	\$0.00	\$0.00	56.56%



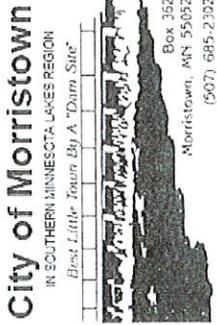
Box 352  
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**CITY OF MORRISTOWN**  
**Budget Progress Report**

Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
E 100-41410-330	Elections Transportation	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41410-350	Elections Printing and Binding	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41410-430	Elections Miscellaneous	\$0.00	\$69.12	\$0.00	-\$69.12	0.00%
E 100-41425-101	Clerk Wages and Salaries	\$40,050.00	\$17,353.60	\$0.00	\$22,696.40	43.33%
E 100-41425-120	Clerk Employer Contr. for Retirement	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41425-122	Clerk Social Security Benefit	\$2,480.00	\$1,075.89	\$0.00	\$1,404.11	43.38%
E 100-41425-123	Clerk Medicare Benefit	\$580.00	\$251.60	\$0.00	\$328.40	43.38%
E 100-41425-125	Clerk PERA Benefit	\$3,000.00	\$1,301.52	\$0.00	\$1,698.48	43.38%
E 100-41425-130	Clerk Employer Paid Insurance	\$0.00	\$20.70	\$0.00	-\$20.70	0.00%
E 100-41425-330	Clerk Transportation	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
E 100-41425-432	Clerk Training/Conferences	\$500.00	\$175.69	\$0.00	\$324.31	35.14%
E 100-41425-433	Clerk Dues/Subscriptions	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
E 100-41540-301	Internal Auditing Auditing & Accounting Se	\$10,000.00	\$3,640.00	\$0.00	\$6,360.00	36.40%
E 100-41610-304	City Attorney Legal Fees	\$25,800.00	\$10,483.80	\$2,867.90	\$15,316.20	40.63%
E 100-41801-101	City Administrator Wages and Salaries	\$50,000.00	\$22,230.00	\$0.00	\$27,770.00	44.46%
E 100-41801-120	City Administrator Employer Contr. for Re	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41801-122	City Administrator Social Security Benefit	\$3,200.00	\$1,378.21	\$0.00	\$1,821.79	43.07%
E 100-41801-123	City Administrator Medicare Benefit	\$900.00	\$322.30	\$0.00	\$577.70	35.81%
E 100-41801-125	City Administrator PERA Benefit	\$3,900.00	\$1,667.25	\$0.00	\$2,232.75	42.75%
E 100-41801-130	City Administrator Employer Paid Insuran	\$0.00	\$20.70	\$0.00	-\$20.70	0.00%
E 100-41801-330	City Administrator Transportation	\$200.00	\$50.25	\$0.00	\$149.75	25.13%
E 100-41801-432	City Administrator Training/Conferences	\$700.00	\$175.69	\$0.00	\$524.31	25.10%
E 100-41801-433	City Administrator Dues/Subscriptions	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
E 100-41910-101	Planning and Zoning Wages and Salaries	\$3,200.00	\$0.00	\$0.00	\$3,200.00	0.00%
E 100-41910-122	Planning and Zoning Social Security Benefi	\$240.00	\$0.00	\$0.00	\$240.00	0.00%
E 100-41910-123	Planning and Zoning Medicare Benefit	\$60.00	\$0.00	\$0.00	\$60.00	0.00%
E 100-41941-101	Public Works Wages and Salaries	\$67,000.00	\$16,515.57	\$0.00	\$50,484.43	24.65%
E 100-41941-104	Public Works Janitorial	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41941-105	Public Works Seasonal	\$15,000.00	\$12,060.35	\$0.00	\$2,939.65	80.40%
E 100-41941-120	Public Works Employer Contr. for Retirement	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41941-122	Public Works Social Security Benefit	\$4,100.00	\$1,771.78	\$0.00	\$2,328.22	43.21%
E 100-41941-123	Public Works Medicare Benefit	\$930.00	\$414.45	\$0.00	\$515.55	44.56%
E 100-41941-125	Public Works PERA Benefit	\$4,970.00	\$1,931.17	\$0.00	\$3,038.83	38.86%
E 100-41941-130	Public Works Employer Paid Insurance	\$0.00	\$131.10	\$0.00	-\$131.10	0.00%

# CITY OF MORRISTOWN

## Budget Progress Report

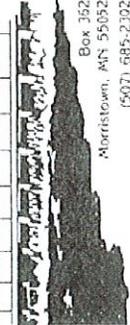


Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
E 100-41941-151	Public Works WC: Insurance Premiums	\$8,000.00	\$1,560.14	\$0.00	\$6,439.86	19.50%
E 100-41941-200	Public Works Office Supplies	\$450.00	\$61.93	\$0.00	\$388.07	13.76%
E 100-41941-212	Public Works Motor Fuels	\$0.00	\$690.79	\$10.79	-\$690.79	0.00%
E 100-41941-215	Public Works Operating & Maintenance Su	\$8,500.00	\$2,849.08	\$357.89	\$5,650.92	33.52%
E 100-41941-240	Public Works Small Tools and Equipment	\$1,000.00	\$1,199.99	\$0.00	-\$199.99	120.00%
E 100-41941-260	Public Works Clothing	\$100.00	\$90.94	\$0.00	\$9.06	90.94%
E 100-41941-300	Public Works Professional Services	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
E 100-41941-309	Public Works Server/Firewall/Data Storage	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
E 100-41941-320	Public Works Communication	\$1,700.00	\$1,358.22	\$81.13	\$341.78	79.90%
E 100-41941-330	Public Works Transportation	\$100.00	\$8.13	\$0.00	\$91.87	8.13%
E 100-41941-365	Public Works Insurance: Property & Casua	\$4,500.00	\$2,672.32	\$0.00	\$1,827.68	59.38%
E 100-41941-380	Public Works Utility Services	\$6,200.00	\$4,789.02	\$243.87	\$1,410.98	77.24%
E 100-41941-400	Public Works Contractual	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
E 100-41941-430	Public Works Miscellaneous	\$0.00	\$1,778.99	\$0.00	-\$1,778.99	0.00%
E 100-41941-432	Public Works Training/Conferences	\$500.00	\$658.40	\$0.00	-\$158.40	131.68%
E 100-41941-433	Public Works Dues/Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41941-500	Public Works Capital Outlay	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
E 100-41944-200	Feed Mill Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41944-215	Feed Mill Operating & Maintenance Supply	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
E 100-41944-300	Feed Mill Professional Services	\$0.00	\$5.04	\$0.00	-\$5.04	0.00%
E 100-41944-311	Feed Mill Alarm Company	\$1,200.00	\$304.38	\$0.00	\$895.62	25.37%
E 100-41944-365	Feed Mill Insurance: Property & Casualty	\$2,000.00	\$3,054.08	\$0.00	-\$1,054.08	152.70%
E 100-41944-380	Feed Mill Utility Services	\$150.00	\$98.51	\$0.00	\$51.49	65.67%
E 100-41944-400	Feed Mill Contractual	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41944-430	Feed Mill Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41944-500	Feed Mill Capital Outlay	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
E 100-41946-104	Community Center Janitorial	\$5,750.00	\$1,554.99	\$0.00	\$4,195.01	27.04%
E 100-41946-105	Community Center Seasonal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41946-122	Community Center Social Security Benefit	\$310.00	\$96.44	\$0.00	\$213.56	31.11%
E 100-41946-123	Community Center Medicare Benefit	\$70.00	\$22.53	\$0.00	\$47.47	32.19%
E 100-41946-125	Community Center PERA Benefit	\$370.00	\$100.48	\$0.00	\$269.52	27.16%
E 100-41946-151	Community Center WC: Insurance Premi	\$150.00	\$18.77	\$0.00	\$131.23	12.51%
E 100-41946-200	Community Center Office Supplies	\$0.00	\$142.30	\$0.00	-\$142.30	0.00%
E 100-41946-211	Community Center Cleaning Supplies	\$1,350.00	\$546.62	\$0.00	\$803.38	40.49%

# CITY OF MORRISTOWN

## Budget Progress Report

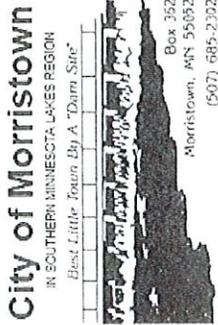
**City of Morristown**  
IN SOUTHERN MINNESOTA, LAKEES REGION  
*Best Little Town By A "Dam" Site*



Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
E 100-41946-215	Community Center Operating & Maintenan	\$500.00	\$312.42	\$0.00	\$187.58	62.48%
E 100-41946-240	Community Center Small Tools and Equip	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41946-300	Community Center Professional Services	\$850.00	\$6,995.44	\$0.00	-\$6,145.44	822.99%
E 100-41946-310	Community Center Pest Control	\$500.00	\$244.68	\$113.92	\$255.32	48.94%
E 100-41946-320	Community Center Communication	\$350.00	\$243.73	\$41.12	\$106.27	69.64%
E 100-41946-365	Community Center Insurance: Property &	\$3,000.00	\$4,199.36	\$0.00	-\$1,199.36	139.98%
E 100-41946-380	Community Center Utility Services	\$7,000.00	\$4,540.96	\$491.77	\$2,459.04	64.87%
E 100-41946-400	Community Center Contractual	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
E 100-41946-430	Community Center Miscellaneous	\$800.00	\$0.00	\$0.00	\$800.00	0.00%
E 100-41946-560	Community Center CRA: Furniture and Fixt	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
E 100-41948-104	City Hall Janitorial	\$600.00	\$1,385.01	\$0.00	-\$785.01	230.84%
E 100-41948-122	City Hall Social Security Benefit	\$80.00	\$85.86	\$0.00	-\$5.86	107.33%
E 100-41948-123	City Hall Medicare Benefit	\$25.00	\$20.12	\$0.00	\$4.88	80.48%
E 100-41948-125	City Hall PERA Benefit	\$95.00	\$100.52	\$0.00	-\$5.52	105.81%
E 100-41948-151	City Hall WC: Insurance Premiums	\$600.00	\$37.55	\$0.00	\$562.45	6.26%
E 100-41948-200	City Hall Office Supplies	\$800.00	\$613.41	\$0.00	\$186.59	76.68%
E 100-41948-202	City Hall Postage	\$300.00	\$366.27	\$0.00	-\$66.27	122.09%
E 100-41948-206	City Hall Printer/Rental/Software	\$1,300.00	\$429.45	\$43.20	\$870.55	33.03%
E 100-41948-211	City Hall Cleaning Supplies	\$500.00	\$301.82	\$0.00	\$198.18	60.36%
E 100-41948-215	City Hall Operating & Maintenance Supply	\$600.00	\$235.38	\$0.00	\$364.62	39.23%
E 100-41948-300	City Hall Professional Services	\$5,600.00	\$932.56	\$100.00	\$4,667.44	16.65%
E 100-41948-301	City Hall Auditing & Accounting Services	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41948-309	City Hall Server/Firewall/Data Storage	\$6,000.00	\$0.00	\$0.00	\$6,000.00	0.00%
E 100-41948-310	City Hall Pest Control	\$400.00	\$244.68	\$113.93	\$155.32	61.17%
E 100-41948-320	City Hall Communication	\$2,000.00	\$1,999.58	\$0.00	\$0.42	99.98%
E 100-41948-340	City Hall Advertising	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-41948-365	City Hall Insurance: Property & Casualty	\$6,500.00	\$4,199.36	\$0.00	\$2,300.64	64.61%
E 100-41948-380	City Hall Utility Services	\$6,500.00	\$4,368.60	\$488.08	\$2,131.40	67.21%
E 100-41948-400	City Hall Contractual	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
E 100-41948-430	City Hall Miscellaneous	\$500.00	\$173.40	\$0.00	\$326.60	34.68%
E 100-41948-433	City Hall Dues/Subscriptions	\$200.00	\$0.00	\$0.00	\$200.00	0.00%
E 100-42110-215	Police Administration Operating & Mainten	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
E 100-42110-300	Police Administration Professional Services	\$0.00	\$85.00	\$0.00	-\$85.00	0.00%
E 100-42110-307	Police Administration Police Administration	\$200,600.00	\$86,219.75	\$0.00	\$114,380.25	42.98%

# CITY OF MORRISTOWN

## Budget Progress Report



Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
E 100-42110-316	Police Administration Police: Dam Days	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-42110-320	Police Administration Communication	\$0.00	\$598.79	\$160.72	-\$598.79	0.00%
E 100-42110-365	Police Administration Insurance: Property	\$400.00	\$763.52	\$0.00	-\$363.52	190.88%
E 100-42502-215	Skywarn Operating & Maintenance Supply	\$0.00	\$1,251.00	\$0.00	-\$1,251.00	0.00%
E 100-42502-320	Skywarn Communication	\$1,500.00	\$631.67	\$149.99	\$868.33	42.11%
E 100-42502-365	Skywarn Insurance: Property & Casualty	\$0.00	\$763.52	\$0.00	-\$763.52	0.00%
E 100-42502-500	Skywarn Capital Outlay	\$800.00	\$0.00	\$0.00	\$800.00	0.00%
E 100-42701-215	Animal Control Operating & Maintenance S	\$200.00	\$0.00	\$0.00	\$200.00	0.00%
E 100-42701-300	Animal Control Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-42701-330	Animal Control Transportation	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-42701-400	Animal Control Contractual	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-42701-430	Animal Control Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43101-212	Streets Motor Fuels	\$2,000.00	\$1,727.30	\$32.34	\$272.70	86.37%
E 100-43101-213	Streets Gravel/Dirt/Rock/Asphalt/Mulch	\$12,000.00	\$48.91	\$0.00	\$11,951.09	0.41%
E 100-43101-214	Streets Sand and Salt	\$3,000.00	\$7,980.00	\$0.00	-\$4,980.00	266.00%
E 100-43101-215	Streets Operating & Maintenance Supply	\$13,000.00	\$9,452.71	\$500.65	\$3,547.29	72.71%
E 100-43101-300	Streets Professional Services	\$0.00	\$2,027.49	\$1,250.00	-\$2,027.49	0.00%
E 100-43101-365	Streets Insurance: Property & Casualty	\$0.00	\$1,145.28	\$0.00	-\$1,145.28	0.00%
E 100-43101-387	Streets Street Lighting	\$13,000.00	\$9,212.27	\$0.00	\$3,787.73	70.86%
E 100-43101-400	Streets Contractual	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%
E 100-43101-405	Streets Snow and Ice Removal	\$10,000.00	\$13,458.00	\$0.00	-\$3,458.00	134.58%
E 100-43101-409	Streets Street Maintenance & Repair	\$7,000.00	\$0.00	\$0.00	\$7,000.00	0.00%
E 100-43101-430	Streets Miscellaneous	\$0.00	\$350.00	\$0.00	-\$350.00	0.00%
E 100-43102-213	Storm Sewers Gravel/Dirt/Rock/Asphalt/M	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43102-215	Storm Sewers Operating & Maintenance S	\$0.00	\$93.80	\$0.00	-\$93.80	0.00%
E 100-43102-300	Storm Sewers Professional Services	\$0.00	\$150.64	\$0.00	-\$150.64	0.00%
E 100-43102-305	Storm Sewers Locating Services	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43102-400	Storm Sewers Contractual	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43102-430	Storm Sewers Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-43102-500	Storm Sewers Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-45202-151	Parks WC: Insurance Premiums	\$400.00	\$14.17	\$0.00	\$385.83	3.54%
E 100-45202-212	Parks Motor Fuels	\$900.00	\$575.76	\$10.78	\$324.24	63.97%
E 100-45202-213	Parks Gravel/Dirt/Rock/Asphalt/Mulch	\$3,000.00	\$685.48	\$0.00	\$2,314.52	22.85%
E 100-45202-215	Parks Operating & Maintenance Supply	\$1,300.00	\$1,167.24	\$375.81	\$132.76	89.79%



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

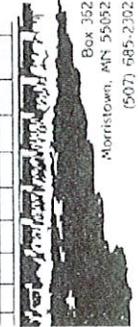
**CITY OF MORRISTOWN**  
**Budget Progress Report**

Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
E 100-45202-240	Parks Small Tools and Equipment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-45202-300	Parks Professional Services	\$2,000.00	\$896.14	\$0.00	\$1,103.86	44.81%
E 100-45202-365	Parks Insurance: Property & Casualty	\$3,200.00	\$5,344.64	\$0.00	-\$2,144.64	167.02%
E 100-45202-380	Parks Utility Services	\$150.00	\$141.49	\$0.00	\$8.51	94.33%
E 100-45202-400	Parks Contractual	\$4,000.00	\$0.00	\$0.00	\$4,000.00	0.00%
E 100-45202-418	Parks Rentals: Portable Rest Rooms	\$3,000.00	\$710.00	\$355.00	\$2,290.00	23.67%
E 100-45202-430	Parks Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-45202-500	Parks Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-46103-215	Compost Site Operating & Maintenance Su	\$700.00	\$433.74	\$0.00	\$266.26	61.96%
E 100-46103-300	Compost Site Professional Services	\$0.00	\$30.00	\$0.00	-\$30.00	0.00%
E 100-46103-400	Compost Site Contractual	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-46103-411	Compost Site Rentals: Land	\$400.00	\$0.00	\$0.00	\$400.00	0.00%
E 100-47110-601	Bond Principal Bond Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-47110-602	Bond Principal Long-Term Oblig. Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-47110-611	Bond Principal Bond Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-47110-612	Bond Principal Long-Term Oblig. Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-47110-620	Bond Principal Fiscal Agents' Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-47210-601	Bond Interest Bond Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-47210-602	Bond Interest Long-Term Oblig. Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-47210-611	Bond Interest Bond Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-47210-612	Bond Interest Long-Term Oblig. Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-47210-620	Bond Interest Fiscal Agents' Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-49001-303	Miscellaneous Engineering Fees	\$0.00	\$34.50	\$0.00	-\$34.50	0.00%
E 100-49001-430	Miscellaneous Miscellaneous	\$0.00	\$884.78	\$0.00	-\$884.78	0.00%
E 100-49001-810	Miscellaneous Refunds and Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-49201-140	Unallocated Expenditures Unemployment	\$0.00	\$10,482.30	\$0.00	-\$10,482.30	0.00%
E 100-49201-430	Unallocated Expenditures Miscellaneous	\$0.00	\$720.94	\$0.00	-\$720.94	0.00%
E 100-49201-450	Unallocated Expenditures Bank Service Ch	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-49231-300	Grant Expense Professional Services	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-49350-800	Purchase of Investments Investments Pur	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 100-49360-720	Transfer To Governmental Fund Interfund	\$60,000.00	\$0.00	\$0.00	\$60,000.00	0.00%
E 100-49360-820	Transfer To Governmental Fund Transfer t	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>- Expenditure</b>		\$714,670.00	\$307,743.14	\$7,788.89	\$406,926.86	43.06%
<b>FUND 100 General Fund</b>		\$1,428,590.00	\$496,826.80	\$7,788.89	\$931,763.20	34.78%

# CITY OF MORRISTOWN

## Budget Progress Report

**City of Morristown**  
IN SOUTHERN MINNESOTA LAKES REGION  
Best Little Town By A "Darn Site"

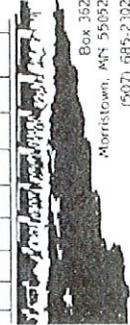


Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
<b>FUND 204 Fire Department</b>						
<b>- Revenue</b>						
R 204-31001	General Property Taxes	\$36,908.00	\$14,791.73	\$0.00	\$22,116.27	40.08%
R 204-31002	Prop Txs: Fire Pensions	\$5,000.00	\$2,003.87	\$0.00	\$2,996.13	40.08%
R 204-33101	Federal Grants and Aids	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 204-33422	State Grants and Aids	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 204-33431	Fire State Aid: to Fire Relief	\$22,000.00	\$0.00	\$0.00	\$22,000.00	0.00%
R 204-33440	Other State Grants/Aids (FEMA)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 204-34215	Fire Contracts	\$77,173.00	\$65,483.00	\$0.00	\$11,690.00	84.85%
R 204-34901	Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 204-36201	Misc Revenues	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
R 204-36210	Interest Earning	\$4,000.00	\$932.32	\$0.00	\$3,067.68	23.31%
R 204-36244	Donations	\$0.00	\$135,598.65	\$0.00	-\$135,598.65	0.00%
R 204-36245	Capital Outlay	\$0.00	\$11,690.00	\$0.00	-\$11,690.00	0.00%
R 204-36260	Refunds and Reimbursements	\$0.00	\$2,300.00	\$0.00	-\$2,300.00	0.00%
R 204-39201	Transfer From General Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 204-39990	Sale of Investment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$148,081.00	\$232,799.57	\$0.00	-\$84,718.57	157.21%
<b>- Expenditure</b>						
E 204-42210-101	Fire Administration Wages and Salaries	\$44,000.00	\$0.00	\$0.00	\$44,000.00	0.00%
E 204-42210-120	Fire Administration Employer Contr. for Re	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 204-42210-122	Fire Administration Social Security Benefit	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
E 204-42210-123	Fire Administration Medicare Benefit	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
E 204-42210-124	Fire Administration Fire Pension Contributi	\$31,000.00	\$0.00	\$0.00	\$31,000.00	0.00%
E 204-42210-151	Fire Administration WC: Insurance Premiu	\$9,250.00	\$1,638.24	\$0.00	\$7,611.76	17.71%
E 204-42210-200	Fire Administration Office Supplies	\$150.00	\$74.08	\$0.00	\$75.92	49.39%
E 204-42210-202	Fire Administration Postage	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
E 204-42210-206	Fire Administration Printer/Rental/Softwar	\$100.00	\$107.37	\$10.80	-\$7.37	107.37%
E 204-42210-212	Fire Administration Motor Fuels	\$4,400.00	\$713.95	\$0.00	\$3,686.05	16.23%
E 204-42210-213	Fire Administration Gravel/Dirt/Rock/Asph	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 204-42210-215	Fire Administration Operating & Maintenan	\$7,900.00	\$3,581.53	\$16.87	\$4,318.47	45.34%
E 204-42210-240	Fire Administration Small Tools and Equip	\$4,500.00	\$0.00	\$0.00	\$4,500.00	0.00%
E 204-42210-260	Fire Administration Clothing	\$500.00	\$1,144.83	\$0.00	-\$644.83	228.97%

# CITY OF MORRISTOWN

## Budget Progress Report

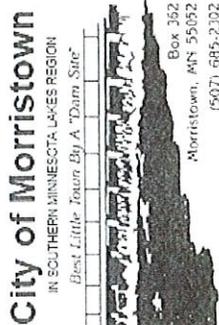
**City of Morristown**  
IN SOUTHERN MINNESOTA LAKE REGION  
*Best Little Town By A "Damn Sure"*



Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
E 204-42210-300	Fire Administration Professional Services	\$2,050.00	\$5,948.83	\$0.00	-\$3,898.83	290.19%
E 204-42210-301	Fire Administration Auditing & Accounting	\$2,000.00	\$910.00	\$0.00	\$1,090.00	45.50%
E 204-42210-309	Fire Administration Server/Firewall/Data St	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
E 204-42210-310	Fire Administration Pest Control	\$681.00	\$430.57	\$205.87	\$250.43	63.23%
E 204-42210-311	Fire Administration Alarm Company	\$1,000.00	\$151.20	\$0.00	\$848.80	15.12%
E 204-42210-320	Fire Administration Communication	\$2,000.00	\$717.34	\$160.72	\$1,282.66	35.87%
E 204-42210-330	Fire Administration Transportation	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
E 204-42210-365	Fire Administration Insurance: Property &	\$7,000.00	\$9,652.00	\$108.00	-\$2,652.00	137.89%
E 204-42210-380	Fire Administration Utility Services	\$9,000.00	\$8,286.10	\$653.78	\$713.90	92.07%
E 204-42210-400	Fire Administration Contractual	\$9,000.00	\$0.00	\$0.00	\$9,000.00	0.00%
E 204-42210-430	Fire Administration Miscellaneous	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
E 204-42210-432	Fire Administration Training/Conferences	\$5,000.00	\$5,078.20	\$0.00	-\$78.20	101.56%
E 204-42210-433	Fire Administration Dues/Subscriptions	\$1,200.00	\$948.00	\$0.00	\$252.00	79.00%
E 204-42210-500	Fire Administration Capital Outlay	\$0.00	\$6,500.00	\$0.00	-\$6,500.00	0.00%
E 204-42210-560	Fire Administration CRA: Furniture and Fix	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 204-42210-720	Fire Administration Interfund Transfers	\$2,550.00	\$0.00	\$0.00	\$2,550.00	0.00%
E 204-42210-800	Fire Administration Investments Purchased	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 204-42210-810	Fire Administration Refunds and Reimburs	\$0.00	\$2,000.00	\$0.00	-\$2,000.00	0.00%
E 204-42210-820	Fire Administration Transfer to Other Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 204-42210-830	Fire Administration Transfer from Other Fu	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>- Expenditure</b>		\$148,081.00	\$47,882.24	\$1,156.04	\$100,198.76	32.34%
<b>FUND 204 Fire Department</b>		\$296,162.00	\$280,681.81	\$1,156.04	\$15,480.19	94.77%

# CITY OF MORRISTOWN

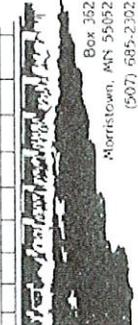
## Budget Progress Report



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

Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
<b>FUND 225 Revolving Loan: EDA</b>						
- Revenue						
R 225-31001	General Property Taxes	\$2,000.00	\$801.55	\$0.00	\$1,198.45	40.08%
R 225-34901	Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 225-35104	Administrative Fines/Penalties	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 225-36201	Misc Revenues	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 225-36210	Interest Earning	\$0.00	\$40.66	\$0.00	-\$40.66	0.00%
R 225-36244	Donations	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 225-36245	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 225-36260	Refunds and Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$2,000.00	\$842.21	\$0.00	\$1,157.79	42.11%
- Expenditure						
E 225-49231-440	Grant Expense Grant Expense	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$2,000.00	\$842.21	\$0.00	\$1,157.79	42.11%

**FUND 225 Revolving Loan: EDA**



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

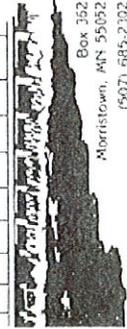
Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
<b>FUND 370 Bond Project Debt: Fire Hall</b>						
<b>- Revenue</b>						
R 370-31001	General Property Taxes	\$110,990.25	\$44,481.80	\$0.00	\$66,508.45	40.08%
R 370-34901	Other Charges	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 370-36201	Misc Revenues	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 370-36210	Interest Earning	\$0.00	\$5.79	\$0.00	-\$5.79	0.00%
R 370-36260	Refunds and Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 370-39201	Transfer From General Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 370-39310	GO Bond Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 370-39320	Premiums on Bonds Sold	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$110,990.25	\$44,487.59	\$0.00	\$66,502.66	40.08%
<b>- Revenue</b>						
<b>- Expenditure</b>						
E 370-47110-601	Bond Principal Bond Principal	\$0.00	\$90,000.00	\$0.00	-\$90,000.00	0.00%
E 370-47110-611	Bond Principal Bond Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 370-47110-620	Bond Principal Fiscal Agents' Fees	\$90,000.00	\$0.00	\$0.00	\$90,000.00	0.00%
E 370-47110-800	Bond Principal Investments Purchased	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 370-47210-611	Bond Interest Bond Interest	\$21,177.50	\$10,825.00	\$0.00	\$10,352.50	51.12%
		\$111,177.50	\$100,825.00	\$0.00	\$10,352.50	90.69%
<b>- Expenditure</b>						
		\$222,167.75	\$145,312.59	\$0.00	\$76,855.16	65.41%

**FUND 370 Bond Project Debt: Fire Hall**



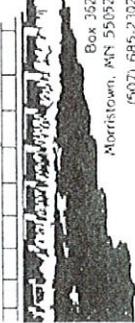
Box 352  
 Morristown, MN 55052  
 (507) 685-2302

Account	Description	2023		2023		2023		2023 % of Budget
		YTD Budget	YTD Amt	YTD Budget	YTD Amt	YTD Balance	July 2023 Amt	
<b>FUND 371 Bond Project Debt: 22 St Proj.</b>								
<b>- Revenue</b>								
R 371-31001	General Property Taxes	\$77,749.20	\$12,331.11	\$0.00	\$0.00	\$65,418.09	\$0.00	15.86%
R 371-31955	Special Assessments	\$73,012.56	\$77,557.24	\$0.00	\$0.00	-\$4,544.68	\$0.00	106.22%
R 371-35104	Administrative Fines/Penalties	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 371-36201	Misc Revenues	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 371-36210	Interest Earning	\$0.00	\$117.38	\$0.00	\$0.00	-\$117.38	\$0.00	0.00%
R 371-36260	Refunds and Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 371-39202	Transfer From Enterprise Fund	\$40,211.11	\$0.00	\$0.00	\$0.00	\$40,211.11	\$0.00	0.00%
R 371-39990	Sale of Investment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>- Revenue</b>		\$190,972.87	\$90,005.73	\$0.00	\$0.00	\$100,967.14	\$0.00	47.13%
<b>- Expenditure</b>								
E 371-47210-611	Bond Interest Bond Interest	\$78,711.11	\$40,211.11	\$0.00	\$0.00	\$38,500.00	\$0.00	51.09%
E 371-49001-810	Miscellaneous Refunds and Reimbursemen	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>- Expenditure</b>		\$78,711.11	\$40,211.11	\$0.00	\$0.00	\$38,500.00	\$0.00	51.09%
<b>FUND 371 Bond Project Debt: 22 St Proj.</b>		\$269,683.98	\$130,216.84	\$0.00	\$0.00	\$139,467.14	\$0.00	48.28%



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

Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
<b>FUND 401 Revolving Capital Improvement</b>						
- Revenue						
R 401-36210	Interest Earning	\$0.00	\$302.25	\$0.00	-\$302.25	0.00%
R 401-39201	Transfer From General Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
- Revenue		\$0.00	\$302.25	\$0.00	-\$302.25	0.00%
<b>FUND 401 Revolving Capital Improvement</b>						
		\$0.00	\$302.25	\$0.00	-\$302.25	0.00%

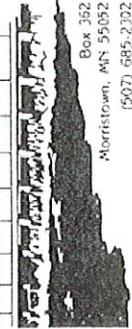


Account	Description	2023		2023		2023		2023 % of Budget
		YTD Budget	YTD Amt	YTD Budget	YTD Amt	YTD Balance	July 2023 Amt	
<b>FUND 402 2022 Street Capital Project</b>								
<b>- Revenue</b>								
R 402-36210	Interest Earning	\$0.00	\$783.02	\$0.00	\$0.00	-\$783.02	\$0.00	0.00%
R 402-39310	GO Bond Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 402-39320	Premiums on Bonds Sold	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 402-39990	Sale of Investment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>- Revenue</b>								
<b>- Expenditure</b>								
E 402-43101-300	Streets Professional Services	\$0.00	\$3,075.00	\$0.00	\$0.00	-\$3,075.00	\$0.00	0.00%
E 402-43101-303	Streets Engineering Fees	\$0.00	\$19,298.04	\$0.00	\$5,000.10	-\$19,298.04	\$0.00	0.00%
E 402-43101-304	Streets Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 402-43101-350	Streets Printing and Binding	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 402-43101-400	Streets Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 402-47110-620	Bond Principal Fiscal Agents' Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 402-47210-611	Bond Interest Bond Interest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 402-49001-300	Miscellaneous Professional Services	\$0.00	\$435.00	\$0.00	\$0.00	-\$435.00	\$0.00	0.00%
		\$0.00	\$22,808.04	\$0.00	\$5,000.10	-\$22,808.04	\$0.00	0.00%
<b>FUND 402 2022 Street Capital Project</b>								
		\$0.00	\$23,591.06	\$0.00	\$5,000.10	-\$23,591.06	\$0.00	0.00%

# CITY OF MORRISTOWN

## Budget Progress Report

**City of Morristown**  
IN SOUTHERN MINNESOTA LAKE'S REGION  
Best Little Town By A "Darn Site"

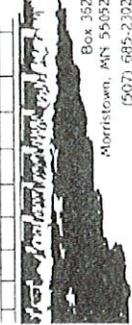


Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
<b>FUND 601 Water</b>						
<b>- Revenue</b>						
R 601-31301	Water Sales Tax	\$400.00	\$147.53	\$0.00	\$252.47	36.88%
R 601-36201	Misc Revenues	\$0.00	\$66.50	\$0.00	-\$66.50	0.00%
R 601-36210	Interest Earning	\$0.00	\$4,885.57	\$0.00	-\$4,885.57	0.00%
R 601-36260	Refunds and Reimbursements	\$0.00	\$80.00	\$0.00	-\$80.00	0.00%
R 601-37110	Water: Rate Class I	\$70,000.00	\$52,799.87	\$0.00	\$17,200.13	75.43%
R 601-37130	Water: Rate Class III	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 601-37150	Water: Connection Fee	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 601-37151	Water Access Charge	\$0.00	\$1,312.50	\$0.00	-\$1,312.50	0.00%
R 601-37155	Water: Reconnection Fee	\$0.00	\$50.00	\$0.00	-\$50.00	0.00%
R 601-37160	Water: Penalties	\$1,000.00	\$1,068.47	\$0.00	-\$68.47	106.85%
R 601-37165	Sale of Bulk Water	\$0.00	\$46.34	\$0.00	-\$46.34	0.00%
R 601-37170	Water: MN Test Fee	\$3,000.00	\$1,564.29	\$0.00	\$1,435.71	52.14%
R 601-39990	Sale of Investment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$74,400.00	\$62,021.07	\$0.00	\$12,378.93	83.36%
<b>- Expenditure</b>						
E 601-49440-101	Water Utilities Wages and Salaries	\$35,500.00	\$13,708.12	\$0.00	\$21,791.88	38.61%
E 601-49440-122	Water Utilities Social Security Benefit	\$2,350.00	\$849.83	\$0.00	\$1,500.17	36.16%
E 601-49440-123	Water Utilities Medicare Benefit	\$550.00	\$198.65	\$0.00	\$351.35	36.12%
E 601-49440-125	Water Utilities PERA Benefit	\$2,900.00	\$1,028.07	\$0.00	\$1,871.93	35.45%
E 601-49440-151	Water Utilities WC: Insurance Premiums	\$775.00	\$73.85	\$0.00	\$701.15	9.53%
E 601-49440-200	Water Utilities Office Supplies	\$1,450.00	\$489.89	\$0.00	\$960.11	33.79%
E 601-49440-202	Water Utilities Postage	\$0.00	\$386.85	\$58.92	-\$386.85	0.00%
E 601-49440-206	Water Utilities Printer/Rental/Software	\$0.00	\$214.72	\$21.60	-\$214.72	0.00%
E 601-49440-212	Water Utilities Motor Fuels	\$0.00	\$1,151.53	\$21.56	-\$1,151.53	0.00%
E 601-49440-213	Water Utilities Grave/Dirt/Rock/Asphalt/M	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 601-49440-215	Water Utilities Operating & Maintenance S	\$12,000.00	\$1,057.07	\$191.59	\$10,942.93	8.81%
E 601-49440-216	Water Utilities Chemicals	\$11,000.00	\$8,740.20	\$1,917.99	\$2,259.80	79.46%
E 601-49440-240	Water Utilities Small Tools and Equipment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 601-49440-300	Water Utilities Professional Services	\$11,000.00	\$705.04	\$277.20	\$10,294.96	6.41%
E 601-49440-301	Water Utilities Auditing & Accounting Servi	\$1,700.00	\$1,820.00	\$0.00	-\$120.00	107.06%
E 601-49440-302	Water Utilities WST Metering & Billing	\$2,100.00	\$979.89	\$164.65	\$1,120.11	46.66%

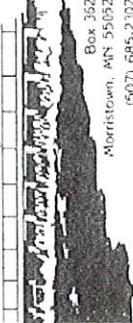
# CITY OF MORRISTOWN

## Budget Progress Report

**City of Morristown**  
IN SOUTHERN MINNESOTA LAKES REGION  
*Best Little Town By A "Darn Site"*

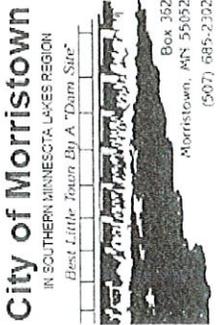


Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
E 601-49440-305	Water Utilities Locating Services	\$0.00	\$25.00	\$0.00	-\$25.00	0.00%
E 601-49440-306	Water Utilities W/S Sample Testing	\$0.00	\$214.53	\$0.00	-\$214.53	0.00%
E 601-49440-309	Water Utilities Server/Firewall/Data Storag	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
E 601-49440-320	Water Utilities Communication	\$150.00	\$1,452.39	\$375.01	-\$1,302.39	968.26%
E 601-49440-330	Water Utilities Transportation	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
E 601-49440-365	Water Utilities Insurance: Property & Casu	\$2,200.00	\$2,672.32	\$0.00	-\$472.32	121.47%
E 601-49440-380	Water Utilities Utility Services	\$8,000.00	\$4,243.47	\$799.29	\$3,756.53	53.04%
E 601-49440-400	Water Utilities Contractual	\$3,000.00	\$842.72	\$0.00	\$2,157.28	28.09%
E 601-49440-430	Water Utilities Miscellaneous	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
E 601-49440-432	Water Utilities Training/Conferences	\$1,500.00	\$827.06	\$0.00	\$672.94	55.14%
E 601-49440-433	Water Utilities Dues/Subscriptions	\$3,000.00	\$2,016.96	\$0.00	\$983.04	67.23%
E 601-49440-437	Water Utilities Sales Tax	\$400.00	\$149.00	\$0.00	\$251.00	37.25%
E 601-49440-500	Water Utilities Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 601-49440-720	Water Utilities Interfund Transfers	\$50,211.11	\$0.00	\$0.00	\$50,211.11	0.00%
E 601-49440-800	Water Utilities Investments Purchased	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 601-49440-810	Water Utilities Refunds and Reimburseme	\$200.00	\$173.95	\$0.00	\$26.05	86.98%
E 601-49440-820	Water Utilities Transfer to Other Funds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>- Expenditure</b>		\$152,086.11	\$44,021.11	\$3,827.81	\$108,065.00	28.94%
<b>FUND 601 Water</b>		\$226,486.11	\$106,042.18	\$3,827.81	\$120,443.93	46.82%

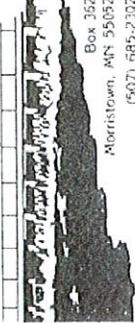


Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
<b>FUND 602 Sewage</b>						
<b>- Revenue</b>						
R 602-36210	Interest Earning	\$0.00	\$246.18	\$0.00	-\$246.18	0.00%
R 602-37210	Sewer: Rate Class I	\$260,000.00	\$153,853.72	\$0.00	\$106,146.28	59.17%
R 602-37230	Sewer: Rate Class III	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-37250	Sewer: Connection Fee	\$50.00	\$0.00	\$0.00	\$50.00	0.00%
R 602-37251	Sewer Access Charge	\$0.00	\$1,275.00	\$0.00	-\$1,275.00	0.00%
R 602-37260	Sewer: Penalties	\$1,000.00	\$1,106.26	\$0.00	-\$106.26	110.63%
R 602-37270	Unallocated Receipts (UR) WST	\$0.00	\$191.82	\$0.00	-\$191.82	0.00%
R 602-39990	Sale of Investment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$261,050.00	\$156,672.98	\$0.00	\$104,377.02	60.02%
<b>- Revenue</b>						
<b>- Expenditure</b>						
E 602-49490-101	Sewer Utilities Wages and Salaries	\$79,000.00	\$30,223.67	\$0.00	\$48,776.33	38.26%
E 602-49490-122	Sewer Utilities Social Security Benefit	\$4,800.00	\$1,873.92	\$0.00	\$2,926.08	39.04%
E 602-49490-123	Sewer Utilities Medicare Benefit	\$1,150.00	\$438.33	\$0.00	\$711.67	38.12%
E 602-49490-125	Sewer Utilities PERA Benefit	\$5,800.00	\$2,266.79	\$0.00	\$3,533.21	39.08%
E 602-49490-151	Sewer Utilities WC: Insurance Premiums	\$1,500.00	\$156.21	\$0.00	\$1,343.79	10.41%
E 602-49490-200	Sewer Utilities Office Supplies	\$1,450.00	\$384.40	\$0.00	\$1,065.60	26.51%
E 602-49490-202	Sewer Utilities Postage	\$0.00	\$385.30	\$58.92	-\$385.30	0.00%
E 602-49490-206	Sewer Utilities Printer/Rental/Software	\$0.00	\$214.72	\$21.60	-\$214.72	0.00%
E 602-49490-212	Sewer Utilities Motor Fuels	\$0.00	\$1,727.31	\$32.34	-\$1,727.31	0.00%
E 602-49490-213	Sewer Utilities Grave/Dir/Dirt/Rock/Asphalt/M	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49490-215	Sewer Utilities Operating & Maintenance S	\$25,000.00	\$1,326.90	\$263.67	\$23,673.10	5.31%
E 602-49490-216	Sewer Utilities Chemicals	\$28,000.00	\$15,967.93	\$3,712.22	\$12,032.07	57.03%
E 602-49490-240	Sewer Utilities Small Tools and Equipment	\$0.00	\$222.29	\$222.29	-\$222.29	0.00%
E 602-49490-300	Sewer Utilities Professional Services	\$43,000.00	\$12,121.35	\$3,277.60	\$30,878.65	28.19%
E 602-49490-301	Sewer Utilities Auditing & Accounting Servi	\$1,700.00	\$1,820.00	\$0.00	-\$120.00	107.06%
E 602-49490-302	Sewer Utilities WST Metering & Billing	\$2,100.00	\$979.89	\$164.65	\$1,120.11	46.66%
E 602-49490-303	Sewer Utilities Engineering Fees	\$0.00	\$35,419.74	\$0.00	-\$35,419.74	0.00%
E 602-49490-305	Sewer Utilities Locating Services	\$0.00	\$25.00	\$0.00	-\$25.00	0.00%
E 602-49490-306	Sewer Utilities W/S Sample Testing	\$0.00	\$6,017.83	\$552.21	-\$6,017.83	0.00%
E 602-49490-309	Sewer Utilities Server/Firewall/Data Storag	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49490-320	Sewer Utilities Communication	\$1,200.00	\$1,668.34	\$401.80	-\$468.34	139.03%

**CITY OF MORRISTOWN**  
**Budget Progress Report**



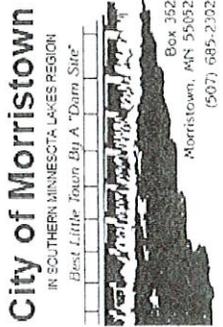
Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
E 602-49490-330	Sewer Utilities Transportation	\$300.00	\$262.38	\$0.00	\$37.62	87.46%
E 602-49490-365	Sewer Utilities Insurance: Property & Casu	\$5,000.00	\$3,817.60	\$0.00	\$1,182.40	76.35%
E 602-49490-380	Sewer Utilities Utility Services	\$20,000.00	\$9,502.70	\$1,978.40	\$10,497.30	47.51%
E 602-49490-400	Sewer Utilities Contractual	\$6,050.00	\$0.00	\$0.00	\$6,050.00	0.00%
E 602-49490-407	Sewer Utilities Sludge Removal/Disposal	\$0.00	\$2,180.00	\$0.00	-\$2,180.00	0.00%
E 602-49490-430	Sewer Utilities Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
E 602-49490-432	Sewer Utilities Training/Conferences	\$1,500.00	\$1,550.57	\$0.00	-\$50.57	103.37%
E 602-49490-433	Sewer Utilities Dues/Subscriptions	\$2,000.00	\$1,650.00	\$0.00	\$350.00	82.50%
E 602-49490-720	Sewer Utilities Interfund Transfers	\$31,500.00	\$0.00	\$0.00	\$31,500.00	0.00%
E 602-49490-810	Sewer Utilities Refunds and Reimburseme	\$0.00	\$88.32	\$0.00	-\$88.32	0.00%
<b>- Expenditure</b>		\$261,050.00	\$132,291.49	\$10,685.70	\$128,758.51	50.68%
<b>FUND 602 Sewage</b>		\$522,100.00	\$288,964.47	\$10,685.70	\$233,135.53	55.35%



**CITY OF MORRISTOWN**  
**Budget Progress Report**

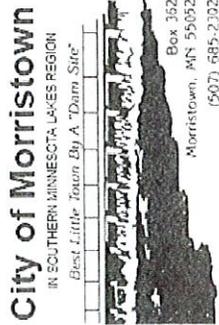
Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
<b>FUND 603 Refuse</b>						
<b>- Revenue</b>						
R 603-31801	Refuse Tax	\$7,400.00	\$3,982.10	\$0.00	\$3,417.90	53.81%
R 603-36210	Interest Earning	\$0.00	\$47.05	\$0.00	-\$47.05	0.00%
R 603-37310	Refuse: Customer Charges	\$75,700.00	\$40,981.43	\$0.00	\$34,718.57	54.14%
R 603-37360	Refuse: Penalties	\$1,000.00	\$1,007.94	\$0.00	-\$7.94	100.79%
R 603-39990	Sale of Investment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$84,100.00	\$46,018.52	\$0.00	\$38,081.48	54.72%
<b>- Revenue</b>						
<b>- Expenditure</b>						
E 603-49520-200	Refuse Utilities Office Supplies	\$500.00	\$263.97	\$0.00	\$236.03	52.79%
E 603-49520-202	Refuse Utilities Postage	\$0.00	\$374.93	\$60.72	-\$374.93	0.00%
E 603-49520-206	Refuse Utilities Printer/Rental/Software	\$0.00	\$107.36	\$10.80	-\$107.36	0.00%
E 603-49520-300	Refuse Utilities Professional Services	\$0.00	\$277.20	\$277.20	-\$277.20	0.00%
E 603-49520-301	Refuse Utilities Auditing & Accounting Serv	\$1,000.00	\$910.00	\$0.00	\$90.00	91.00%
E 603-49520-302	Refuse Utilities WST Metering & Billing	\$180.00	\$0.00	\$0.00	\$180.00	0.00%
E 603-49520-320	Refuse Utilities Communication	\$0.00	\$814.06	\$227.68	-\$814.06	0.00%
E 603-49520-384	Refuse Utilities Refuse Disposal	\$64,600.00	\$31,846.32	\$0.00	\$32,753.68	49.30%
E 603-49520-430	Refuse Utilities Miscellaneous	\$10,420.00	\$0.00	\$0.00	\$10,420.00	0.00%
E 603-49520-439	Refuse Utilities Refuse Tax	\$7,400.00	\$4,046.00	\$0.00	\$3,354.00	54.68%
E 603-49520-810	Refuse Utilities Refunds and Reimburseme	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$84,100.00	\$38,639.84	\$576.40	\$45,460.16	45.95%
		\$168,200.00	\$84,658.36	\$576.40	\$83,541.64	50.33%
<b>FUND 603 Refuse</b>						

**CITY OF MORRISTOWN**  
**Budget Progress Report**



Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
<b>FUND 706 Skywarn CRA</b>						
- Revenue						
R 706-39201	Transfer From General Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
- Revenue		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
- Expenditure						
E 706-42502-500	Skywarn Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
- Expenditure		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>FUND 706 Skywarn CRA</b>		\$0.00	\$0.00	\$0.00	\$0.00	0.00%

**CITY OF MORRISTOWN**  
**Budget Progress Report**



Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
<b>FUND 708 Parks CRA</b>						
- Revenue						
R 708-36244	Donations	\$0.00	\$10,000.00	\$0.00	-\$10,000.00	0.00%
R 708-36245	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
- Revenue		\$0.00	\$10,000.00	\$0.00	-\$10,000.00	0.00%
- Expenditure						
E 708-45202-500	Parks Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
- Expenditure		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
<b>FUND 708 Parks CRA</b>		\$0.00	\$10,000.00	\$0.00	-\$10,000.00	0.00%

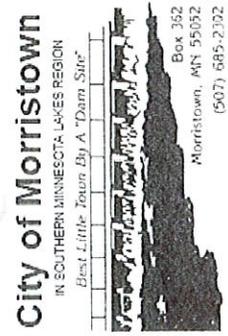


Box 352  
 Morristown, MN 55052  
 (507) 685-2302

**CITY OF MORRISTOWN**  
**Budget Progress Report**

Account	Description	2023 YTD Budget	2023 YTD Amt	July 2023 Amt	2023 YTD Balance	2023 % of Budget
		\$3,135,389.84	\$1,567,438.57	\$29,034.94	\$1,567,951.27	49.99%

**CITY OF MORRISTOWN**  
**Transaction Activity**



PL Type -E Expenditure	Search Name	Account Descr	Amount	Comments	Check/Receipt Date
BADGER METER		E 601-49440-302 WST Metering & Billing	\$164.65	June Cellular Service to Endpoints	07/11/23
BADGER METER		E 602-49490-302 WST Metering & Billing	\$164.65	June Cellular Service to Endpoints	07/11/23
BANYON DATA SYSTEMS		E 603-49520-300 Professional Services	\$277.20	Banyon UB yearly support charge	07/11/23
BANYON DATA SYSTEMS		E 601-49440-300 Professional Services	\$277.20	Banyon UB yearly support charge	07/11/23
BANYON DATA SYSTEMS		E 602-49490-300 Professional Services	\$285.60	Banyon UB yearly support charge	07/11/23
BEVCOMM		E 603-49520-320 Communication	\$227.68	July, Refuse Internet	07/11/23
BEVCOMM		E 601-49440-320 Communication	\$375.01	July, Water Internet	07/11/23
BEVCOMM		E 100-42502-320 Communication	\$13.39	July, Skywarn TV	07/11/23
BEVCOMM		E 204-42210-320 Communication	\$160.72	July, Fire Hall TV	07/11/23
BEVCOMM		E 602-49490-320 Communication	\$401.80	July, WWTP Internet	07/11/23
BEVCOMM		E 100-42110-320 Communication	\$160.72	July, Police Internet	07/11/23
BHE COMMUNITY SOLAR LLC		E 204-42210-380 Utility Services	\$243.87	May Electricity at 506 Division St S	07/11/23
BHE COMMUNITY SOLAR LLC		E 601-49440-380 Utility Services	\$708.48	May Electricity at 504 3rd St SE	07/11/23
BHE COMMUNITY SOLAR LLC		E 100-41941-380 Utility Services	\$243.87	May Electricity at 109 2nd St SW	07/11/23
BHE COMMUNITY SOLAR LLC		E 100-41946-380 Utility Services	\$491.77	May Electricity at 404 Division St S	07/11/23
BHE COMMUNITY SOLAR LLC		E 100-41948-380 Utility Services	\$488.08	May Electricity at 404 Division St S	07/11/23
BRANDON SCHUEPF		E 100-41948-300 Professional Services	\$100.00	Dace security for 6/24/23	07/11/23
COMMUNITY CO-OP OIL ASSN		E 601-49440-212 Motor Fuels	\$21.56	Fuel for June: Acct# 319870	07/11/23
COMMUNITY CO-OP OIL ASSN		E 602-49490-212 Motor Fuels	\$32.34	Fuel for June: Acct# 319870	07/11/23
COMMUNITY CO-OP OIL ASSN		E 100-41941-212 Motor Fuels	\$10.79	Fuel for June: Acct# 319870	07/11/23
COMMUNITY CO-OP OIL ASSN		E 100-43101-212 Motor Fuels	\$32.34	Fuel for June: Acct# 319870	07/11/23
COMMUNITY CO-OP OIL ASSN		E 100-45202-212 Motor Fuels	\$10.78	Fuel for June: Acct# 319870	07/11/23
ECKBERG LAMMERS		E 100-41610-304 Legal Fees	\$400.00	Prosecution Services for June	07/11/23
ELAN CORPORATE PAYMENT SYSTEM		E 602-49490-215 Operating & Maintenance Supp	\$242.68	Eyewash station replacement liquid	07/11/23
ELAN CORPORATE PAYMENT SYSTEM		E 601-49440-215 Operating & Maintenance Supp	\$191.59	Parts for hydrant diffuser	07/11/23
ELAN CORPORATE PAYMENT SYSTEM		E 603-49520-202 Postage	\$60.72	1/3 of Postage for utility bills	07/11/23
ELAN CORPORATE PAYMENT SYSTEM		E 601-49440-202 Postage	\$58.92	1/3 of Postage for utility bills	07/11/23
ELAN CORPORATE PAYMENT SYSTEM		E 602-49490-202 Postage	\$58.92	1/3 of Postage for utility bills	07/11/23
FARIBAULT FLEET SUPPLY		E 204-42210-215 Operating & Maintenance Supp	\$16.87	Oil for Fire Dept.	07/11/23
FARIBAULT FLEET SUPPLY		E 100-43101-215 Operating & Maintenance Supp	\$101.04	Detour sign for Dam Days	07/11/23
FARIBAULT FLEET SUPPLY		E 100-41941-215 Operating & Maintenance Supp	\$69.65	Public works supplies	07/11/23
FARIBAULT FLEET SUPPLY		E 602-49490-215 Operating & Maintenance Supp	\$20.99	Garbage bags	07/11/23
HAWKINS INC		E 601-49440-216 Chemicals	\$1,797.99	Water Tower Chemicals	07/11/23
HAWKINS INC		E 602-49490-216 Chemicals	\$3,561.25	WWTP Chemicals	07/11/23
INY SCHMIDTKE		E 100-43101-215 Operating & Maintenance Supp	\$218.81	Flowers for downtown planters	07/11/23

Search Name	Account Descr	Amount	Comments	Check/Receipt	Date
LMC INSURANCE TRUST PC	E 204-42210-365 Insurance: Property & Casualty	\$108.00	8/1/23-8/1/24 Property & Casualty for Fire Dept. new		07/11/23
PLUNKETTS PEST CONTROL INC	E 100-41948-310 Pest Control	\$113.93	Pest Control at City Hall		07/11/23
PLUNKETTS PEST CONTROL INC	E 204-42210-310 Pest Control	\$205.87	Pest Control at Fire Hall		07/11/23
PLUNKETTS PEST CONTROL INC	E 100-41946-310 Pest Control	\$113.92	Pest Control at Community Center		07/11/23
RENT N SAVE PORTABLE SERVICES	E 100-45202-418 Rentals: Portable Rest Rooms	\$355.00	5/10/23-6/9/23, one standard, two handicap		07/11/23
USA BLUEBOOK	E 602-49490-240 Small Tools and Equipment	\$222.29	Safety harness		07/11/23
USA BLUEBOOK	E 100-41941-215 Operating & Maintenance Supp	\$126.24	First aid kits x2		07/11/23
UTILITY CONSULTANTS INC	E 602-49490-306 W/S Sample Testing	\$52.21	Weekly Sewer Samples		07/11/23
W W BLACKTOPPING INC	E 100-43101-300 Professional Services	\$1,250.00	Ashalt patch 403 3rd St SE for sewer service repair		07/11/23
WHOLESALE TIRE	E 100-41941-215 Operating & Maintenance Supp	\$162.00	Propane refill		07/11/23
ZARNOTH BRUSH WORKS INC	E 100-43101-215 Operating & Maintenance Supp	\$180.80	Street sweeper brushes, gutter broom		07/11/23
VERIZON WIRELESS	E 100-42502-320 Communication	\$27.32	Skywarn Tablet #1 Internet 6/7/23-7/6/23		07/19/23
VERIZON WIRELESS	E 100-41941-320 Communication	\$40.01	Public Works Tablet Internet 6/7/23-7/6/23		07/19/23
VERIZON WIRELESS	E 100-41946-320 Communication	\$41.12	Community Center Phone 6/7/23-7/6/23		07/19/23
VERIZON WIRELESS	E 100-41941-320 Communication	\$41.12	Public Works Phone 6/7/23-7/6/23		07/19/23
VERIZON WIRELESS	E 100-42502-320 Communication	\$27.32	Skywarn Tablet #5 Internet 6/7/23-7/6/23		07/19/23
VERIZON WIRELESS	E 100-42502-320 Communication	\$27.32	Skywarn Tablet #4 Internet 6/7/23-7/6/23		07/19/23
VERIZON WIRELESS	E 100-42502-320 Communication	\$27.32	Skywarn Tablet #2 Internet 6/7/23-7/6/23		07/19/23
VERIZON WIRELESS	E 100-42502-320 Communication	\$27.32	Skywarn Tablet #3 Internet 6/7/23-7/6/23		07/19/23
VERIZON WIRELESS	E 100-42502-320 Communication	\$43.20	Toshiba Coverage 7/13/23-8/12/23		07/21/23
EO JOHNSON CO INC	E 100-41948-206 Printer/Rental/Software	\$10.80	Toshiba Coverage 7/13/23-8/12/23		07/21/23
EO JOHNSON CO INC	E 204-42210-206 Printer/Rental/Software	\$21.60	Toshiba Coverage 7/13/23-8/12/23		07/21/23
EO JOHNSON CO INC	E 601-49440-206 Printer/Rental/Software	\$10.80	Toshiba Coverage 7/13/23-8/12/23		07/21/23
EO JOHNSON CO INC	E 603-49520-206 Printer/Rental/Software	\$10.80	Toshiba Coverage 7/13/23-8/12/23		07/21/23
EO JOHNSON CO INC	E 602-49490-206 Printer/Rental/Software	\$21.60	Toshiba Coverage 7/13/23-8/12/23		07/21/23
XCEL ENERGY	E 204-42210-380 Utility Services	\$409.91	6/12/23-7/12/23 Electricity: Fire Hall		07/24/23
AG PARTNERS	E 100-45202-215 Operating & Maintenance Supp	\$375.81	Roundup		07/25/23
CLEARWAY COMMUNITY SOLAR LLC	E 602-49490-380 Utility Services	\$1,978.40	May Electricity for 75 Verdev Dr: WWTP		07/25/23
CLEARWAY COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$90.81	May Electricity for 201 Division St: Well #1		07/25/23
DAHLE ENTERPRISES MORRISTOWN	E 602-49490-300 Professional Services	\$2,870.75	403 3rd St sewer lateral repair		07/25/23
HAWKINS INC	E 602-49490-216 Chemicals	\$40.00	WWTP Chemicals		07/25/23
HAWKINS INC	E 601-49440-216 Chemicals	\$10.00	Water Tower Chemicals		07/25/23
LACANNE ELECTRIC LLC	E 602-49490-300 Professional Services	\$121.25	New liftstation battery installation		07/25/23
SEH SHORT ELLIOT HENDRICKSON	E 402-43101-303 Engineering Fees	\$5,000.10	2022 Street Project, Construction Observation		07/25/23
SMITH, TOLLEFSON RAHRICK AND CA	E 100-41610-304 Legal Fees	\$2,467.90	City Attorney for 4/1/23-6/30/23		07/25/23
USA BLUEBOOK	E 602-49490-216 Chemicals	\$110.97	Sewer Chemicals		07/25/23
USA BLUEBOOK	E 601-49440-216 Chemicals	\$110.00	Water Chemicals		07/25/23

PL Type - E Expenditure

\$29,034.94

\$29,034.94



## Re: Soil Boring Proposals for the 2024 SUIP Project

Connie Medeiros <[cmedeiros@ci.morristown.mn.us](mailto:cmedeiros@ci.morristown.mn.us)>

Wed 8/2/2023 12:14 PM

To: Brent Kavitz <[bkavitz@sehinc.com](mailto:bkavitz@sehinc.com)>

Cc: Ellen Judd <[ejudd@ci.morristown.mn.us](mailto:ejudd@ci.morristown.mn.us)>; T Lindahl <[tlindahl@ci.morristown.mn.us](mailto:tlindahl@ci.morristown.mn.us)>

Thank you,

Connie Medeiros

City Clerk/Treasurer

402 Division St. S. | P.O. Box 362 | Morristown, MN 55052

Phone: (507) 685-2302

Email: [cmedeiros@ci.morristown.mn.us](mailto:cmedeiros@ci.morristown.mn.us)

Office Hours | Monday-Thursday | 8:00AM-3:30PM

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**From:** Brent Kavitz <[bkavitz@sehinc.com](mailto:bkavitz@sehinc.com)>

**Sent:** Wednesday, August 2, 2023 11:43 AM

**To:** Connie Medeiros <[cmedeiros@ci.morristown.mn.us](mailto:cmedeiros@ci.morristown.mn.us)>

**Cc:** Ellen Judd <[ejudd@ci.morristown.mn.us](mailto:ejudd@ci.morristown.mn.us)>; T Lindahl <[tlindahl@ci.morristown.mn.us](mailto:tlindahl@ci.morristown.mn.us)>

**Subject:** Soil Boring Proposals for the 2024 SUIP Project

Connie,

As stated at the last meeting, we have gathered Soil Boring Proposals from 3 different firms for the City to Consider at the August 7<sup>th</sup> Council meeting. Please include this as an agenda item for Council consideration.

Proposals Submitted:

- American Engineering Testing = \$7,000.00
- Braun Intertec = \$7,915.00
- Chosen Valley Testing = \$4,045.00

All three firms are capable of completing the work as asked.

I will not be in attendance at the meeting, but would recommend that the City approve the proposal from Chosen Valley Testing based on total price.

If you or the Council have any questions, please feel free to contact me.

Thanks,

Brent J. Kavitz, PE (MN, ND)  
Project Manager



July 31, 2023

Mr. Brent Kavitz, PE  
City of Morristown  
402 Division Street S  
Morristown, MN 55052  
[bkavitz@sehinc.com](mailto:bkavitz@sehinc.com)

RE: Proposal for Geotechnical Services  
2024 Street & Utility Improvements  
Various Streets  
Morristown, Minnesota  
AET #P-0025289

Dear Mr. Kavitz:

American Engineering Testing, Inc. is pleased to submit a proposal for this project. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services.

### **Purpose**

The purpose of this geotechnical work is to explore the subsurface conditions at the site, and based on our characterization of the obtained data, to prepare a geotechnical engineering report presenting comments and recommendations to assist you and your design team in planning and construction.

### **Project Information**

We understand that you are planning to reconstruct various streets within the City of Morristown, Minnesota. We understand that the proposed construction will consist of installation of new subsurface utilities including watermain, storm and sanitary sewer. The proposed streets will be constructed with a bituminous mat/aggregate base sections to meet a 7 or 10 ton design.

### **Scope of Services**

#### ***Field Exploration***

As requested by you, our subsurface exploration program will consist of the following:

- Perform seven (7) standard penetration test borings (ASTM:D1586) to a depth of 14.5 feet each.
- Seal the boreholes per Minnesota Department of Health requirements.
- Dimension and document boring locations based on the existing surface features.
- Obtain surface elevations at each boring location based on provided/assumed benchmarks.

**1730 First Avenue | Mankato, MN 56001**

**Phone (507) 387-2222 | (800) 972-6364 | Fax (651) 659-1379 | [teamAET.com](http://teamAET.com) | AA/EEO**

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We have not had an opportunity to observe the project site; we assume that the proposed boring locations will be accessible to our truck mounted equipment.

We will drill the borings using hollow stem augers or by rotary mud drilling, and sampling by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing and final classification. We will backfill the boreholes and soundings to comply with the Minnesota Department of Health Regulations.

The pavement/parking lot will be patched with bituminous/concrete. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard to pedestrians. We assume that the city will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with pedestrian injury.

#### Underground Utilities

Before we drill, we will contact Gopher State One Call to locate public underground utilities. Gopher State One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, storm sewer, sprinkler systems, site lighting, and electric and data lines between buildings. **The property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

#### **Laboratory Testing**

Our services will include index laboratory testing of selected soil samples to aid in judging engineering properties of the soils. In this proposal, we have budgeted \$900 for geotechnical laboratory testing. If conditions are encountered which indicate the laboratory program should be expanded for proper evaluation, we will review the recommended tests and associated cost with you prior to proceeding.



**Engineering Report**

Upon completion of the drilling and laboratory work, we will prepare a geotechnical report describing the subsurface conditions encountered and presenting our recommendations for the proposed construction. The report will also discuss earthwork recommendations and present our geotechnical engineering opinions and recommendations regarding the following:

- Preparation of the subgrade for pavements
- Pavement section thickness designs
- Recommendations for support of new utilities installed within the streets
- Comments on other items which may affect final performance or constructability, such as frost heave and drainage considerations

**Insurance**

For the mutual protection of you and American Engineering Testing, we maintain both general and professional liability insurance. Certificates of such insurance can be provided at your request.

**Project Direction**

Services we perform on your project will be done under the direction of an experienced geotechnical engineer registered in the State of Minnesota.

**Fees**

The scope of work defined in this proposal will be performed on a time and materials basis in accordance with the attached schedule of fees. For the scope of work described above, the estimated cost will be as follows:

<b>Task</b>	<b>Cost</b>
Mobilization/Demobilization	\$700.00
Clear Utilities/Soil Boring Layout	\$700.00
Soil Borings	\$2,900.00
Pavement Coring	\$0.00
MDH Sealing Notification	\$N/A
Laboratory Testing	\$900.00
Report and Project Management	\$1,800.00
<b>TOTAL</b>	<b>\$7,000.00</b>

We would not exceed \$7,000.00 without prior authorization. If additional drilling is required for proper soil evaluation it would be charged at a unit rate of \$25/foot.

In the event the scope of our services needs to be revised due to unanticipated conditions or for proper evaluation, we will review such scope adjustments and the associated fees with you and receive your approval before proceeding.



### **Minnesota Department of Health Fees**

Effective July 1, 2019, the Minnesota Department of Health (MDH) has changed the borehole sealing and notification requirements. For sites where borings are drilled to a depth of 15 feet or deeper, all licensed drilling companies are required by law to grout the boreholes upon completion. For borings 25 feet in depth or deeper all licensed drilling companies must submit written notification to the MDH prior to drilling along with a fee of \$75. Projects that span multiple properties will require multiple notifications. The MDH also requires that a Sealing Record be submitted to the MDH, with a copy to you, after the borings are completed. The above fee estimate for our geotechnical services includes the MDH fee for the proposed scope of drilling; however, because final boring depths can change, for example, due to possible unanticipated poor soil conditions, the final MDH fee (including an administrative charge of \$75 per notification) will be added, if necessary, to our final invoice to you.

The MDH Notification and Sealing Record requires the Property Owner name and mailing address (the Property Owner will also receive a copy of the Sealing Record). Please provide this information below.

Property Owner's name/company name:

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Property Owner's mailing address:

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### **Performance Schedule**

Weather permitting; we anticipate drilling operations can begin within about two (2) to three (3) weeks after receiving authorization to proceed. Verbal results of the drilling activities can be obtained shortly after completion of the drilling. We anticipate the geotechnical report can be prepared within about one (1) to two (2) weeks after completion of the field work. We are available to review special schedule needs with you.

### **Environmental Concerns**

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposed does not cover environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

### **Terms and Conditions**

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.



**Acceptance**

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET’s presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

We have enclosed with this proposal a copy of the “Environmental/Geotechnical Service Agreement-Terms and Conditions.” The terms contained in this attachment are incorporated herein and are an integral part of this contract for professional engineering services.

If you have any questions regarding our services, or need additional information, please do not hesitate to contact us.

Sincerely,  
**American Engineering Testing**

A handwritten signature in black ink that reads 'Gregory Guyer'.

Gregory Guyer, PE  
**Senior Engineer**  
[gguyer@teamAET.com](mailto:gguyer@teamAET.com)  
W: 507.387.2222  
C: 507.420.3867  
GAG/lmh

cc: SEH, Inc. – Brent Kavitz

Attachments  
Service Agreement (4 pages)



**ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0025289**

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER AND EMAIL: \_\_\_\_\_

DATE: \_\_\_\_\_

**INVOICING INFORMATION (Provide Company AP Department Information, if present.)**

AP CONTACT NAME: \_\_\_\_\_

BILLING/MAILING ADDRESS: \_\_\_\_\_

AP PHONE NUMBER AND INVOICE EMAIL: \_\_\_\_\_

P.O. NO./ PROJECT NO.: \_\_\_\_\_

**SECTION 1 - RESPONSIBILITIES**

**1.1** – This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.

**1.2** - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET's Services. If new information becomes available or changes are made during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET's Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

**1.4** - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

**1.5** - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

**1.6** - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

**1.7** - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

**1.8** - Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**1.9** - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET's opinions, conclusions and recommendations are qualified to that extent.

**1.10** – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

**1.11** – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

**SECTION 2 – ON CALL SERVICES**

**2.1** - If AET's Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET's opinions, conclusions, and recommendations are qualified to the extent of those limitations.

**2.2** - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally, above or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

**2.3** – AET requires a minimum of 24 hours' notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

**SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING**

**3.1** - Client will furnish AET safe and legal site access.

**3.2** – With the exception of public utilities which AET will contact state “call before you dig” notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

**3.3** – Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

**3.4** - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

**3.5** - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

**SECTION 4 - SAFETY**

**4.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

**4.2** - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

**SECTION 5 - SAMPLES**

**5.1** - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

**5.2** - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

**SECTION 6 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

**SECTION 7 - STANDARD OF CARE**

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

**SECTION 8 - INSURANCE**

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

**8.1** -

Workers' Compensation Employer's Liability	Statutory Limits \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim \$1,000,000 aggregate

**8.2** - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

**8.3** - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

**8.4** - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

**8.5** - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.

**8.6** - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

**8.7** - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

**SECTION 9 - DELAYS**

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

**SECTION 10 - PAYMENT, INTEREST AND BREACH**

**10.1** - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

**10.2** - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

**10.3** - AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

**10.4** - AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

**SECTION 11 - CHANGE ORDERS**

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

**SECTION 12 - MEDIATION**

**12.1** - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

**12.2** - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

**SECTION 13 - LITIGATION REIMBURSEMENT**

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

**SECTION 14 - MUTUAL INDEMNIFICATION**

**14.1** - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

**14.2** - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

**14.3** - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured.

**14.4** - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

**SECTION 15 - NON-SOLICITATION**

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

**SECTION 16- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation,

to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

#### **SECTION 17 - LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

#### **SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at [29 Code of Federal Regulations Part 471, Appendix A to Subpart A](#). The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

#### **SECTION 19 - TERMINATION**

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

#### **SECTION 20 - SEVERABILITY**

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

#### **SECTION 21 - GOVERNING LAW**

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

#### **SECTION 22 - ENTIRE AGREEMENT**

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>AMERICAN ENGINEERING TESTING, INC.</b>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>550 CLEVELAND AVE. N..</b>	<b>Requester's name and address (optional)</b>
<b>6</b> City, state, and ZIP code <b>ST. PAUL, MN 55114</b>	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
4	1		-	0	9	7	7	5	2	1

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ 1/1/23
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



AMERCON-12

KREYNOLDS1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 20443386 Hub International Great Plains 245 E. Roselawn Avenue Suite 31 Saint Paul, MN 55117-1940	<b>CONTACT NAME:</b> Ann Ross <b>PHONE (A/C, No, Ext):</b> (651) 288-5137 <b>FAX (A/C, No):</b> (651) 286-0560 <b>E-MAIL ADDRESS:</b> ann.ross@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> AMERICAN CONSULTING SERVICES INC AMERICAN ENGINEERING TESTING INC AMERICAN PETROGRAPHIC SERVICES INC 550 CLEVELAND AVE N ST PAUL, MN 55114-1804	<b>INSURER A:</b> The Phoenix Insurance Company <b>NAIC #</b> 25623	
	<b>INSURER B:</b> The Travelers Indemnity Company of America <b>25666</b>	
	<b>INSURER C:</b> Travelers Property Casualty Company of America <b>25674</b>	
	<b>INSURER D:</b> The Travelers Indemnity Company <b>25658</b>	
	<b>INSURER E:</b> Continental Casualty Company <b>20443</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			P630539K8896PHX23	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY OTHER:			8102L6457122343G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3K2260092343	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB9H9151012343G	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	PROF/POLL LIABILITY			ECH254066939	1/1/2023	1/1/2024	EACH CLAIM \$ 10,000,000
E	RETRO: 070287			ECH254066939	1/1/2023	1/1/2024	AGGREGATE \$ 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RENEWALS: contracts@teamAET.com

### CERTIFICATE HOLDER

### CANCELLATION

ILLUSTRATION CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

August 2, 2023

Proposal QTB182320

City of Morristown  
c/o: Mr. Brent J. Kavitz, PE  
Short Elliott Hendrickson, Inc.  
11 Civic Center Plaza #200  
Mankato, MN 56001

Re: Proposal for a Geotechnical Evaluation  
Morristown 2024 Street & Utility Improvement Project  
Various Streets  
Morristown, Minnesota

Dear Mr. Kavitz:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the City of Morristown 2024 Street & Utility Improvement Project at the referenced site.

## Project Information

Per the RFP provided by Short Elliott Hendrickson, Inc. (SEH), dated July 21, 2023, we understand the proposed project includes the reconstruction of pavements and utilities for the following bituminous-paved streets in Morristown, Minnesota.

- 1<sup>st</sup> Street NE from Bloomer Street E to Washington Street E
- 2<sup>nd</sup> Street NE from Franklin Street E to Chestnut Street E
- Washington Street E from Division Street S to 3<sup>rd</sup> Street SE
- Ann Street E from 2<sup>nd</sup> Street SW to 2<sup>nd</sup> Street SE
- Chestnut Street E from Division Street S to 3<sup>rd</sup> Street SE

We understand that the proposed project will include full depth pavement reconstruction with utility improvements. We anticipate soils on site will consist primarily of existing fill and/or sandy glacial outwash. There also is a possibility of isolated pockets of organic soils onsite. Based on the nature of the proposed street reconstruction, we have not included rock coring within our proposed scope.

## Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the proposed street and utility improvements.

## Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

### Site Access

Based on aerial photographs, it appears that the site is accessible to a truck-mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including tree clearing, debris or obstruction removal, grading of navigable paths, or snow plowing.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

### Staking

We will stake prospective subsurface exploration locations, as selected by SEH, and obtain surface elevations at those locations using Global Positioning System (GPS) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project or give us contact information for the consultant that might have such information.

### Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

### Traffic Control

Based on MnDOT traffic volume maps, no data exists on the roads where the borings are located, indicating that the streets are low traffic volume. Therefore, we propose to provide traffic control in the form of warning signs and cones. Boring locations will also be offset to allow for the passage of vehicles during our work. If it appears that a more robust traffic control program is warranted (such as flaggers), we will provide estimated costs for those services for authorization prior to beginning drilling.

### Penetration Test Borings

As requested, we will drill seven (7) standard penetration test (SPT) borings for the project. Borings will be drilled to an approximate depth of 14 1/2 feet to avoid sealing and MDH notification-associated costs. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of about 15 feet, and at 5-foot intervals at greater depths.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and possible alternative construction methods, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

### **Groundwater Measurements**

If the borings encounter groundwater during or immediately after drilling of each boring, we will record the observed depth on the boring logs. Because we will be working on an active roadway, we will backfill and patch the holes immediately following borehole completion and will not obtain 24-hour water levels.

### **MDH Notification and Sealing Record**

Since our planned exploration will be less than 15 feet in depth, the Minnesota Statutes will not require that we complete any notifications or sealing records. If we extend any of the borings to a depth of 15 feet or greater, the Statutes requires that we seal the boreholes and complete a Sealing Record. If 25 feet or greater, the Statutes also require us to complete a Sealing Notification Form. If the Record or Form are required, we will contact you to discuss the additional fees and sealing requirements.

### **Borehole Abandonment**

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we currently do not anticipate having to seal any of the borings.

Upon backfilling or sealing exploration locations, we will fill holes in pavements with a temporary patch.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades or replacing bituminous or concrete patches. We are not assuming responsibility for re-patching after we complete our fieldwork.

### **Sample Review and Laboratory Testing**

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 20 moisture content tests, 7 mechanical analyses (through a #200 sieve only), 1 Atterberg limits tests, and 2 organic content tests. We will adjust the actual number and type of tests based on the results of our borings.

We will determine the actual laboratory testing for the project depending on the encountered subsurface conditions. If we identify a laboratory testing program that exceeds the budget included in this proposal but provides additional value to the project, we will request authorization for the additional fees through a Change Order.

## **Engineering Analyses**

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to pavement design and performance.

## **Report**

We will prepare a report including:

- A CAD sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing pavement subgrades, including excavation support, if applicable, and the selection, placement, and compaction of fill.
- Recommendations for support of new utilities and providing pavement design section thicknesses based on provided traffic values and assumed subgrade strength parameters.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

## **Schedule**

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 4 to 6 weeks following receipt of written authorization
- Field exploration – approximately 1 day on site to complete the work
- Classification and laboratory testing – within 1 week after completion of field exploration
- Preliminary results – within 1 week after completion of field exploration
- Report submittal – within about 2 week of completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## **Fees**

We will furnish the services described in this proposal for a lump sum fee of \$7,915. Additional requests for meetings, consulting or modifications to the report will be billed at a rate of \$140 per hour. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

## **Additional Services**

Our fees do not include potential costs due to the need for snow plowing, towing, stand-by time, or work that is not included in the above Scope of Services. We will charge costs for snow plowing or towing (if necessary) at a rate of 1.15 times the actual cost. For stand-by time (defined as time spent by our field crew due to circumstances that are beyond the control of our field crew or its equipment, or beyond the scope of services indicated above), we will charge a rate of \$365 per hour.

## **General Remarks**

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

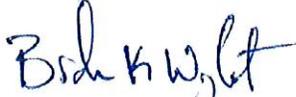
To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Kyle Johnson at 507.923.3626 or Brandon Wright at 608.781.7277.

Sincerely,

BRAUN INTERTEC CORPORATION



Kyle Johnson, PE  
Project Engineer



Brandon K. Wright, PE  
Technical Manager, Senior Engineer

Attachments:  
General Conditions (1/1/18)

---

The proposal is accepted, and you are authorized to proceed.

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**Authorizer's Firm**

---

**Authorizer's Signature**

---

**Authorizer's Name (please print or type)**

---

**Authorizer's Title**

---

**Date**

## General Conditions

### Section 1: Agreement

Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

### Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

### Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.5** Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

**3.6** Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

**3.7** You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

### Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

**4.5** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

## Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff expenses.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

## Section 6: Disputes, Damage, and Risk Allocation

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

**6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

## Section 7: General Indemnification

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

**7.3** You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

## Section 8: Miscellaneous Provisions

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

# Chosen Valley Testing, Inc.

Geotechnical Engineering and Testing • 1410 7<sup>th</sup> St. NW • Rochester, MN 55901 • Telephone (507) 281-0968 • Fax (507) 289-2523

City of Morristown  
402 Division Street S  
P.O. Box 362  
Morristown MN 55052

August 2, 2023

c/o: Brent J. Kavitz, PE (MN, ND)  
Short Elliott Hendrickson Inc. (SEH®)  
[bkavitz@sehinc.com](mailto:bkavitz@sehinc.com)

**Re: Proposal for Geotechnical Evaluation  
2024 Street and Utility Improvement Project  
1<sup>st</sup> St, 2<sup>nd</sup> St, Washington St, Ann St, & Chestnut St  
Morristown, Minnesota  
CVT Proposal: 22309.23.MNR**

Dear City of Morristown,

As requested on your behalf, we have prepared this proposal for geotechnical services for the proposed 2024 Street and Utility Improvement Project in Morristown, Minnesota. This proposal summarizes our understanding of the tasks and provides costs for completing the services. CVT is experienced with the soil and rock in the area and is interested in providing our services for this project.

## **Scope**

**Depths and Locations:** It is understood that a total of 7 borings are requested. CVT intends to drill to the borings to depths of 14 ½ feet or auger refusal, whichever is achieved first. This depth is intended to minimize costs associated with bore hole grouting and paperwork necessary for borings 15-foot in depth or greater according to Minnesota Department of Health regulations. The borings will be sampled in accordance with the American Society for Testing and Materials (ASTM) Method of Test D1586 and D1587 procedures. Pavement thicknesses and observed groundwater would be recorded and samples would be taken at a minimum of 2½-foot intervals. All borings would be sealed and patched according to applicable state regulations.

**Laboratory Testing:** We intend to perform pocket penetrometer and moisture content tests on select samples to help aid in our evaluation. CVT would contact you for authorization in the event that conditions are suspected that may warrant additional laboratory testing, particularly if highly organic or expansive soils are suspected.

**Logging and Reports:** A geotechnical engineering report will be provided summarizing the results of the borings and providing recommendations for utilities and pavements. The report would include boring logs, a site sketch, along with our opinions and recommendations regarding earthwork, utility construction, and pavement preparation/design. An electronic copy of the report will be provided.

## **General**

**Access and Schedule:** The borings are understood to be located along existing streets and are assumed to be accessible to standard truck-mounted drilling equipment. This is included in our cost.

Prior to drilling, Gopher State One Call would be contacted to schedule a utility meet to have public utilities located on site. Any private utilities will be the Owner's responsibility for locating prior to the

day of our exploration. Water/sewer service lines running from main lines in the street to houses may be considered private but usually are public to shutoff valves in boulevards.

Our current schedule will allow us to initiate the services within about 1 to 2 weeks authorization, while being dependent upon utility locating, weather, holidays, and any other unforeseen conditions that may cause delay. Preliminary information can usually be made available upon request within a week after drilling. The report typically requires an additional 3 to 4 weeks to prepare after drilling is completed. It is understood that a draft of the borings logs for the project must be provided to the Owner and Engineer no later than September 15, 2023, with the final report to be complete by September 29, 2023. CVT intends to meet these delivery dates.

**Insurance:** Our firm carries the normal types of insurances expected to conduct business in our field, at or above the minimums required by law. Certificates of insurance are available on request and can be provided to the client prior to commencement of services.

**Costs**

CVT will perform the requested work scope for a lump sum cost of \$4,045. The total cost would not be exceeded without a change in the work scope. Any additional drilling footage would be applied at \$16 per foot at depths up to 50 feet and a bore hole sealing record would have to be prepared for \$200 per site. Standby time for the drill crew is \$300 per hour but would not accrue without the client being notified of conditions causing delay.

An invoice will be mailed after the exploration report is completed. Payment for services is then expected within 30 days. Interest will be added to invoices over 30 days.

**Remarks**

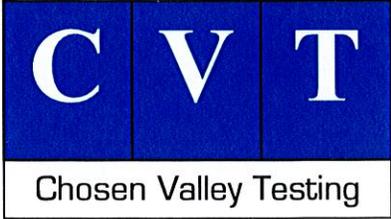
CVT appreciates the opportunity to propose geotechnical services for this project. If you have any questions about our proposal or the arrangements described, please call us at (507) 281-0968.

Sincerely,  
Chosen Valley Testing, Inc.



Devin M. Ehler, PE  
Geotechnical Engineer

Authorization to Proceed



**Proposal for Geotechnical Evaluation**

**Project:** 2024 Street and Utility Improvement Project  
1st St, 2nd St, Washington St, Ann St, & Chestnut St  
Morristown, Minnesota

**Prepared by:** Chosen Valley Testing, Inc.

**CVT Number:** 22309.23.MNR

Commencement of the above Project or Work Package, as outlined in the attached proposal document from Chosen Valley Testing, Inc. is hereby authorized.

**Authorizing Person:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**Bill To:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## GENERAL CONTRACT PROVISIONS

### ARTICLE 1 – PERFORMANCE OF THE WORK

Chosen Valley Testing, Inc. ("CVT") shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of CVT's profession practicing under similar circumstances at the same time and in the same locality. Sampling procedures employed by CVT during the Work can indicate actual conditions only at the precise locations from which, and only at the time, samples are taken. CVT may make inferences based upon the results of sampling or related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. However, because a sampling program cannot prove the non-existence or non-presence of conditions or materials, CVT makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

### ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the CVT perform any services which are beyond the scope as set forth in the Proposal, or if changed or unforeseen conditions require the CVT to perform services outside of the original scope, then, CVT shall promptly notify the Client of cause and nature of the additional services required. Upon notification, CVT shall be entitled to an equitable adjustment in both compensation and time to perform.

### ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, CVT's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that CVT is not responsible for damages arising directly or indirectly from any delays for causes beyond CVT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or CVTs; or discovery of any hazardous substance or differing site conditions. If the delays outside of CVT's control increase the cost or the time required by CVT to perform its services in accordance with professional skill and care, then CVT shall be entitled to a reasonable adjustment in schedule and compensation.

### ARTICLE 4 – CONTRACTOR RESPONSIBILITIES

CVT neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges CVT will not direct, supervise or control the work of contractors or their subcontractors, nor shall CVT have authority over or responsibility for the contractors means, methods, or procedures of construction. CVT's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

### ARTICLE 5 – CLIENT RESPONSIBILITIES

Client is responsible to provide CVT with access to the site. Client shall also provide CVT with any other previous geotechnical or other reports, investigations, specifications, plans and other information about the site to which Client has access. Changes in plans and information about the site conditions that becomes known after our report may affect CVT's opinions.

Drilling, sampling, and other subsurface work will cause disruption to the site and in particular to any paving or other structures in place over the selected sampling locations. CVT will use reasonable care to minimize damage to the site, but CVT has not included the cost of restoring normal damage in the estimated charges contained within its proposal. Client agrees to equitable adjust the contract amount in the event that Client seeks repair of the site in a manner more than is customary in the industry.

### ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by CVT pursuant to this Agreement are CVT's Instruments of Service and CVT retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CVT. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. CVT makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the CVT may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the CVT except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against CVT arising from re-use of the Instruments of Service without CVT's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the CVT harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the CVT. Under no circumstances shall transfer of Instruments of Service be deemed a sale by CVT, and CVT makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. CVT shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

### ARTICLE 7 – PAYMENTS

Payment to CVT shall be on a lump sum or hourly basis as set out in the Agreement. CVT is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies CVT in writing of any disputed items within 15 days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. CVT reserves the right to retain products of service until all invoices are paid in full. CVT will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or products of service until all invoices are paid in full. CVT shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, CVT may, after giving seven days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

### ARTICLE 8 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that CVT is not a user, handler, generator, operator, treater, arranger, storer, transporter or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by CVT.

The Client agrees to indemnify CVT and its officers, subCVT(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or

contaminants of any kind, except that this clause shall not apply to such liability as may arise out of CVT's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within CVT's services to be provided under this Agreement.

#### **ARTICLE 9 - INSURANCE**

CVT has procured general and professional liability insurance. On request, CVT will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits.

#### **ARTICLE 10 – TERMINATION OR SUSPENSION**

If CVT's services are delayed or suspended in whole or in part by Client, or if CVT's services are delayed by actions or inactions of others for more than 60 days through no fault of CVT, CVT shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by CVT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination CVT shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses. CVT is entitled to payment even if the project does not go forward or is not constructed.

This Agreement may be terminated by either party upon thirty days' written notice without cause. CVT shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the CVT pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and CVT shall survive the completion of the services hereunder and/or the termination of this Agreement.

#### **ARTICLE 11 - INDEMNIFICATION**

The CVT agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the CVT's negligence or willful misconduct.

The Client agrees to indemnify and hold the CVT harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

#### **ARTICLE 12- WAIVER OF CONSEQUENTIAL DAMAGES**

The CVT and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the CVT for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The CVT and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

#### **ARTICLE 13 - ASSIGNMENT**

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CVT or Client. This Agreement is for the exclusive benefit of CVT and Client and there are no other intended beneficiaries of this Agreement.

#### **ARTICLE 14 - CONFLICT RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and CVT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

#### **ARTICLE 15 - CONFIDENTIALITY**

The CVT agrees to keep confidential and not to disclose to any person or entity, other than the CVT's employees, and the general contractor and subcontractors, if appropriate, any data and information furnished to the CVT and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CVT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CVT to complete services under the Agreement or defend itself from any suit or claim.

#### **ARTICLE 16 – LIMITATION OF LIABILITY**

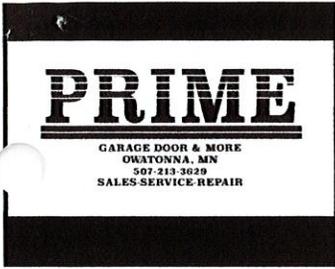
To the maximum extent permitted by law, the Client agrees to limit the CVT's liability for any claims by or through the Client to the sum of Fifty Thousand Dollars (\$50,000). This limitation shall apply regardless of the cause of action or legal theory pled or asserted. In addition, Client and CVT each agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

#### **ARTICLE 17 - CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of the location of the Project. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of the location of the Project.

#### **ARTICLE 18 - LOCATION OF UNDERGROUND IMPROVEMENTS**

Client shall provide CVT all information that Client has about buried objects at the site. Where requested by Client, CVT will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, CVT may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where CVT has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the CVT for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the CVT.



## Prime Garage Door & More LLC

City of Morristown  
 402 Division St S  
 Morristown, MN 55052

(507) 491-7336  
 publicworks@ci.morristown.mn.us

ESTIMATE	#3071
ESTIMATE DATE	Jul 14, 2023
SERVICE DATE	Jul 13, 2023
<b>TOTAL</b>	<b>\$3,320.00</b>

### SERVICE ADDRESS

109 2nd St SW  
 Morristown, MN 55052

### CONTACT US

2184 Harbour Oak Dr SE  
 Owatonna, MN 55060

(507) 413-6699  
 ironman07070@yahoo.com

## ESTIMATE

Services	qty	unit price	amount
Commercial - T501 12' 1/2 hP HD Trolley opener- 3 button wall button, no transmitter or keypad	2.0	\$1,550.00	\$3,100.00
Commercial - Labor +1 Tech (adj spring and clutch on op) 2 Tech Labor	1.0	\$195.00	\$195.00
Commercial - Service call-Commercial Commercial 1 tech-convenience fee	1.0	\$25.00	\$25.00
Parts - Extra remotes or keypad \$50 each			

Services subtotal: \$3,320.00

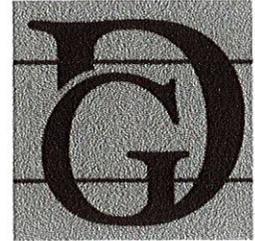
Subtotal \$3,320.00

**Total \$3,320.00**

# ESTIMATE

**DG Garage Door Company**  
12935 Canby Ave  
Faribault, MN 55021

dggarages@gmail.com  
+1 (218) 780-3375  
<https://DGgarageDoorCompany.com>



Jerry West

**Bill to**

Jerry West  
Morristown Public Works  
109 2nd St SW  
Morristown, Mn 55052

**Ship to**

Jerry West  
Morristown Public Works  
109 2nd St SW  
Morristown, Mn 55052

**Estimate details**

Estimate no.: 1047  
Estimate date: 07/13/2023

Product or service

Amount

1.	<b>Garage Door Opener</b>	1 unit x \$1,614.00	\$1,614.00
	Service date: 07/13/2023		
	Install Liftmaster T-50-11 1/2 Hp Commercial Garage Door Opener With Safety Sensors		
2.	<b>Tear And Haul Away Old</b>	1 unit x \$250.00	\$250.00
	Service date: 07/13/2023		
	Tear Out And Haul Away Old Commercial Opener		
		<b>Total</b>	<b>\$1,864.00</b>



## You have a new estimate from Hometown Garage Doors

 **Prepared for:** Morristown City building

 **Address:** 402 Division Street South, Morristown, MN 55052

Option #1

**\$965.00**

APPROVE

DECLINE

### Estimate Details

Service	Total
liftmaster MT50 -12ft	\$965.00
Qty: 1	Unit Price: \$965.00

LiftMaster MT50 12ft commercial operator  
Operator, install and tax  
1 - remote

SHOW MORE

Service subtotal \$965.00

Subtotal \$965.00

**Total**

**\$965.00**

Note

Thank you for your business!

Estimate date: Jul 24, 2023

Contact us

Hometown Garage Doors

 (507) 412-9436

 [scott@hometowngaragedoorsmn.net](mailto:scott@hometowngaragedoorsmn.net)

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Application and fee must be submitted to the City Hall Office the Wednesday prior to the City Council Meeting. Council Meetings are normally held the first and third Monday of each month.

**APPLICATION FOR TRANSIENT MERCHANT / PEDDLER LICENSE**

TO: Morristown City Council  
PO Box 362  
402 Division Street S  
Morristown, MN 55052

Fee: \$ 50.00

(507) 685-2302

Full Legal Name: Sonia Dominguez Lara  
First Middle Last

Trade Name: Ice Queen  
Business Name, Individual Name, or Organization to be licensed

Business ID: \_\_\_\_\_  
MN Business ID, or FEIN (Federal ID) for business licenses

Define Business: Sole Prop.  
Corporation, Proprietorship, Partnership, Non-Profit, State of Incorporation or Individual

Address: 8737 350th Ave Waseca MN 56093  
Street City State Zip Code

Phone Number: 507-210-8813 other Cell Phone: 507-351-2871

Description of goods or services for sale (include prices) or indicate if soliciting donations. If more space is needed, attach additional sheets (be specific): \_\_\_\_\_

pre-packaged novelty ice cream bars

**NOTE:** If the products for sale are changed or modified, you must give the City complete information regarding such change or modification.

Location where business is to be conducted: (if location is owned by another party, a copy of written permission of the property owner to use the location, must be provided)

ice cream trucks drives around town and stops when  
Name Address  
a customer comes to the truck.

List the names, addresses, and phone numbers of EACH person who will be peddling or soliciting on behalf of said organization in the City, or, in the alternative, the name, address and telephone number or numbers where a responsible person of said organization will maintain a list of names and addresses of all persons engaged in peddling or soliciting in the City: (If more space is needed, attach additional sheets)

Person 1:	<u>Manuel Lara</u>	<u>8137 350th Ave</u>	<u>507-491-0766</u>
	Name	Address	Phone
Person 2:	<u>Sonia Lara</u>	<u></u>	<u>507-210-8813</u>
	Name	Address	Phone
Person 3:	<u>Angela Mejia</u>	<u></u>	<u>353-5335</u>
	Name	Address	Phone
Person 4:	<u>Felipe Ramirez</u>	<u></u>	<u>507-351-2871</u>
	Name	Address	Phone
Responsible Person:	<u>Sonia Lara</u>	<u></u>	<u>507-210-8813</u>
	Name	Address	Phone

If a vehicle will be used, include a description of the vehicle:

<u>Orange School bus - 1990 Ford 350</u>	<u>MN - Y</u>
<u>Red school bus - 1999 Chevy Express</u>	<u>MN - Y</u>
<u>Blue School bus - 2003 Chevy Express</u>	<u>MN - Y</u>

Year      Make      Model      Color

License Number      State

NOW, THEREFORE, Sonia Lara hereby makes application for the  
(Applicant Name)  
 period of 8/8/23 through 8/8/24, subject to the conditions and provisions of said City Code.

Please present with this application: copy of liability insurance and driver's license

[Signature]  
 Signature of Applicant

7/30/23  
 Date

\_\_\_\_\_  
 Signature of City Clerk

\_\_\_\_\_  
 Date

**OFFICE USE ONLY**

Date Paid: \_\_\_\_\_

Amount Paid: \_\_\_\_\_

Date Approved by Council: \_\_\_\_\_

**COPIES OF THE FOLLOWING NEED TO BE ATTACHED TO THIS APPLICATION:**

- Driver's License
- Liability Insurance
- Written permission from property owner (if applicable)

If application is denied, reason for the denial:

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