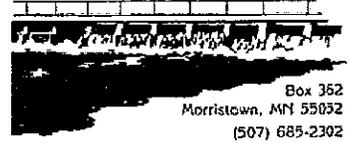


**MORRISTOWN CITY COUNCIL MEETING AGENDA**  
**Regular Meeting 7:00 p.m.**  
**Monday, March 4, 2024**

**City of Morristown**

IN SOUTHERN MINNESOTA LAKES REGION  
*Best Little Town By A "Dam Site"*



1. **Call to Order**
2. **Pledge of Allegiance**
3. **Additions/Corrections to Agenda:**
  - A. New Business 7D: Bathroom Update
  - B. New Business 7Q: Water Delinquency Procedures
4. **Comments and Suggestions from Citizens Present:**
5. **Consent Agenda:**
  - A. Police Report – February 2024 – Will be sent in separate email when received
  - B. Fire Department Report – February 2024
  - C. Public Works Report – February 2024
  - D. City Council Meeting Minutes – Regular Meeting 2/5/2024
  - E. Zoning Board Meeting Minutes – No meeting, no quorum
  - F. Financial Reports – 2/29/24 – to come in separate email
  - G. Claims and Accounts – 2/1/2024-2/29/2024
  - H. City Code Enforcement
6. **Unfinished Business:**
  - A. Sheriff's Contract – 40 hours
  - B. Resolution 2024-15 Setting a Public Hearing on Street Vacation, Amended
7. **New Business:**
  - A. Andy Valentyn – Development Plan
  - B. Resolution 2024-16 Approving Plans & Specs and Ordering Advertisement for Bids
  - C. SEH Supplemental Letter to the Master Agreement for Professional Services
  - D. *Addition: Bathroom Update – Mike O'Rourke to explain*
  - E. Hire Public Works Lead Position
  - F. Hire Public Works Operator Position (if needed)
  - G. New Job Description for 'Public Works Part-time' position
  - H. Post for Public Works Part-time position
  - I. Hire Zoning Administrator
  - J. Resolution 2024-14 Creation of Fire Department Capital Outlay Fund
  - K. Dam Days Celebration
    - i. Waive the fee for use of the government room for Dam Days meetings
    - ii. City Council participation in the parade
    - iii. Candy for parade. Approved \$800 in 2023 to be split between Dam Days and the North Morristown 4<sup>th</sup> of July parade.
    - iv. Commercial Club Liquor License – Transfer it to Dam Days
      1. Looking for a motion to approve the transfer of the Morristown Commercial Club liquor license to Dam Days on May 31, June 1 & June 2, 2024 to serve alcohol at the beer garden and to approve a one-day temporary liquor license at Centennial Park for the BBQ Cook-off Contest on June 2, 2024.
    - v. Dam Days Street Closing – Main St W, from Division to Second St from 12PM on Wednesday 5/29/24 through Monday 6/3/24.
  - L. Filan Lawn Care Services Quote
  - M. Motion to Remove 'No Parking' Signs - West Side of 1<sup>st</sup> St SE
  - N. Portable Restrooms – April-August, 2 handicap, 1 standard
  - O. Zoning Board vs. Zoning Committee
  - P. Consideration of Making City Clerk Part-time – Linda to discuss
  - Q. *Addition: Water Delinquency Procedures*
8. **Correspondence and Announcements:**
9. **Council Discussion and Concerns:**
10. **Adjournment:**
11. **Next Meeting:** Monday, April 1, 2024 – 7:00 p.m.

Morristown Fire Department Monthly Report – December 2023

2-1-24	Medical	Falls Ave
2-3-24	MEDICAL	210 <sup>th</sup> ST
2-4-24	Medical	Kent Ave
2-7-24	Medical	53 <sup>rd</sup> St NW
2-10-24	Medical	2 <sup>nd</sup> ST
2-11-24	Medical	2 <sup>nd</sup> St
2-12-24	Medical	2 <sup>nd</sup> St
2-15-24	Medical	Echo Ave
2-15-24	Medical	Front St
2-16-24	Medical	Hamel Way
2-16-24	Medical	201 CT W
2-16-24	Medical	260 <sup>th</sup> St
2-17-24	Medical	260 <sup>th</sup> ST
2-26-24	Fire	Lind Trl
2-29-24	Medical	Charlotte St

Training: Equipment

Department Update: Grant is submitted for SCBA

Items for discussion: None

# Public Works Council Report

**MONTH 2023**

## **GENERAL**

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Generator checks, check & replace furnace filters, maintain and clean shop , & , shop vehicles, wastewater training, monthly safety checks

## **WATER**

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Install endpoints & water meter, WQP samples, Water tower , daily checks, annual bacteriological sample ,monthly raw fluoride sample, flush water tower

## **WASTEWATER**

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Rounds, weekly UC Lad samples, Lower and clean both one and two clarifiers, daily sample testing and maintaining of WWTP, install franklin lift station pump float , prep & clean for NPCA inspection , WQP samples, pull and clean wwtp lift station pumps,Clean ferric hose, filter & check valve ball, waiting on about 5 feet of wiring for the electrician to start installing manhole & flow meter at wwtp

## **STREETS**

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Weekly manhole checks ,Take down Christmas lights and banners , repair street signs, locates , plow streets and parking lots, shovel sidewalks at city hall , fire hall & old shop

## **PARKS/COMPOST**

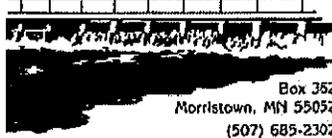
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Replace planks on damn walking bridge ,snow removal on sidewalks , walking paths, & parking lot, empty park trash weekly

# City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

*Best Little Town By A "Dam Site"*



## MORRISTOWN CITY COUNCIL MEETING MINUTES

Regular Meeting 7:00 p.m.

Monday, February 5, 2024

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

**Others Present:** Ellen Judd (City Administrator), Connie Medeiros (City Clerk), Mark Rahrck (City Attorney), Bruce Morris (Fire department), Jesse Thomas (Sheriff), Jack Schwichenberg, Kyle Green, Jim Lonergan (Zoning Board Chair), Steve Nordmeier, Rick Vollbrecht, Mike O'Rourke, Tylor Wilson, Jan Rossow,

1. **Call to Order:** Mayor Tony Lindahl called the meeting to order of the Morristown City Council on Tuesday, February 5, 2024, at 7:02 p.m. in the Council Chambers at 402 Division St., S, Morristown, MN.

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

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

A. New Business 7C: Fence for Baseball Field

B. New Business 7M: Resolution 2024-15 Public Hearing on Vacation

*Motion by Murphy, seconded by Caldwell and was carried unanimously to approve the additions/corrections to the agenda.*

4. **Comments and Suggestions from Citizens Present:** None.

5. **Consent Agenda:**

A. Police Report – January 2024

B. Fire Department Report – January 2024 – *Bruce to pull report for discussion*

C. Public Works Report – January 2024

D. City Council Meeting Minutes – Regular Meeting 1/2/2023, Session & Special Meeting 1/10/2023

E. Zoning Board Meeting Minutes – 1/18/2024

F. Financial Reports – 1/31/24

G. Claims and Accounts – 1/1/2024-1/31/2024

H. Water Bill Delinquency Report

*Motion by Gregor, seconded by Murphy and was carried unanimously to approve the consent agenda minus the Fire Department Report.*

Bruce Morris discussed the FD report. He informed the Council that the fire department is ready to bid on the pumper truck. It takes approximately 2 years to build. They will be locking in a price with \$150,000.

*Motion by Murphy, seconded by Gregor and was carried unanimously to approve the Fire Department Report presented by Bruce Morris.*

6. **Unfinished Business:**

A. City Code Enforcement Process –

Council discussed the city code enforcement process. Citations will be issued in \$100 increments up to \$400, thereupon council will have the ability to request from the courts an abatement to enter the property and rectify the code violations. The Council will and can however determine any action to be taken on a case-by-case basis. Residents may request an appeal to any citation issued. The Council will also assess the costs to the taxpayer's taxes.

B. Zoning Administrator Position, Appoint new Zoning Board Member –

The zoning administrator position was discussed by the council and J. Lonergan the Zoning Board Chair.

*Motion by Murphy, seconded by Golombeski and was carried unanimously to remove the current zoning administrator and transfer all zoning administrator duties to City Hall employees in the interim with assistance by J. Golombeski.*

*Motion by Caldwell, seconded by Golombeski and was carried unanimously to post the Zoning Administrator position at rate of \$22.50 per closed permit.*

*Motion by Murphy, seconded by Golombeski and was carried unanimously to offer a position of zoning board member to R. Barney.*

C. Update on Public Works Job Posting –

City Administrator informed the Council that she has received 2 resumes as of the date of the meeting. The Council directed the City Administrator to schedule interviews.

7. **New Business:**

A. Part-time Snowplow Position

The Council discussed the snowplow position, and all agreed that the city will continue to use Timm's.

B. Part-time Event Custodian Position

The events coordinator (A. O'Rourke) has requested a part-time custodian to be on hand and present during Community Center functions.

*Motion by Murphy, seconded by Golombeski and was carried unanimously to post for a position of part-time custodian during CC functions. The pay rate for this position will be \$20.00/hr.*

C. Fence for Baseball Field

Rick Vollbrecht presented the 2 requested quotes for the baseball field green privacy windscreen. R. Vollbrecht stated that of the 2 Prairie Creek Fence is preferred and will be contracted.

*Motion by Caldwell, seconded by Murphy and was carried unanimously to approve Prairie Creek Fence for the installation of green privacy windscreen at the baseball field.*

D. Cannon Valley Players use of Great Hall

*Motion by Murphy, second by Caldwell and was carried unanimously to allow the Cannon Valley Players access and use of the Community Center for preparations.*

E. Petition to Vacate Ann St E from WEM School District

The Petition to Vacate Ann St., E from WEM School District was presented to the Council. Further action will be taken further below in the minutes with a Resolution.

F. Petition to the State of MN for New Flag Review

J. Schwichenberg presented to the Council a signed petition to the State of MN for the New Flag review. Council briefly discussed the matter and informed J. Schwichenberg to forward to the Tim Walz, Governor and Brian Daniel, House Representative.

G. Safety Money Allocation

*Motion by Gregor, seconded by Caldwell and was carried unanimously to approve the distribution of the safety money. \$10,000 will be allocated to the Fire Department and the remainder will be allocated to the Sheriff's contract.*

H. Policy for City Hall Making Change for Water Bills, Petty Cash

*Motion by Murphy, seconded by Caldwell and was carried unanimously to approve the removal of petty cash from City Hall.*

I. Resolution 2024-14 Creation of CRA Fund 704 for Fire Department

Resolution 2024-14 Creation of CRA Fund 704 for Fire Department was tabled for discussion to the March Council meeting.

J. Resolution 2024-13 Accepting Donation from the Fire Relief

*Motion by Caldwell, seconded by Gregor and was carried unanimously to accept Resolution 2024-13 Accepting Donation from the Fire Relief.*

K. Investment Update

City Administrator along with L. Gregor presented the investment update of city funds. The funds will be invested as follows: \$50,000 has been allocated to an Edward Jones CD at the rate of 4.65% for 18 months; and \$71,000 has been allocated to an Edward Jones CD at the rate of 4.40% for 24 months.

L. Post for Public Works Operator Position  
Council discussed the 2<sup>nd</sup> public works operator position in terms of the potential advancement of the current public works operator to the lead position the current public works operator position will be posted as a part time position at the payrate of \$23-\$25/hr.

M. Resolution 2024-15 Public Hearing on Vacation  
*Motion by Gregor, seconded by Caldwell and was carried unanimously to accept Resolution 2024-15 Public Hearing on Vacation.*

N. Jason Tlusty Review –  
The Council was presented with the City Administrator's performance review of J. Tlusty. The City Administrator's and L. Murphy's recommendations to the Council be that J. Tlusty receive a monetary increase of \$1.12/hr.  
*Motion by Murphy, seconded by Caldwell and was carried unanimously to increase J. Tlusty pay by \$1.12 on the merits of his performance review.*

**8. Correspondence and Announcements:**

A. February 12<sup>th</sup> 2024, Street Project Neighborhood Meeting, 6-8 p.m.

**9. Council Discussion and Concerns:**

J. Caldwell requested an update on the new 40-hour Sheriff's Contract. Sheriff Jesse Sheriff was in attendance and stated that he had provided the City Administrator with the new contract. In short, the contract is now for 40 hours with a decrease of \$50,000 from the 60-hours contract. The Council will discuss and provide feedback and thoughts at the next meeting. The new contract does not need to be presented at a public hearing.

S. Nordmeier requested that for further meetings with respect to the street project not be scheduled on Monday's that the Fire Department has their meetings.

**10. Adjournment:**

*Motion by Golombeski, seconded by Murphy and was carried unanimously to adjourn the February City of Morristown City Council meeting at 8:00 p.m.*

**11. Next Meeting:** Monday, March 4, 2024 – 7:00 p.m.

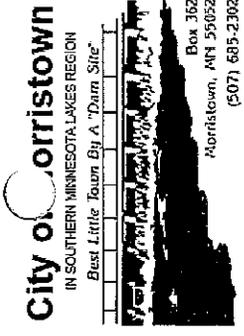
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Tony Lindahl, Mayor

Attest,

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Connie Medeiros, City Clerk



**City of Morrisstown**  
**Transaction Activity**

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
G General Ledger				
EFTPS - DIRECT	G 100-21703 FICA Tax Withholding	\$1,096.96	2/8/2024 Payroll Federal Withholding	02/05/24
EFTPS - DIRECT	G 100-21701 Federal Withholding	\$858.94	2/8/2024 Payroll Federal Withholding	02/05/24
EFTPS - DIRECT	G 100-21709 Medicare	\$256.54	2/8/2024 Payroll Federal Withholding	02/05/24
MIN DEPARTMENT OF REVENUE	G 100-21702 State Withholding	\$395.77	2/8/2024 Payroll State Withholding	02/05/24
PERA	G 100-21704 PERA	\$1,207.08	2/8/2024 Payroll PERA	02/05/24
EFTPS - DIRECT	G 100-21703 FICA Tax Withholding	\$1,122.36	2/22/2024 Payroll Federal Withholding	02/20/24
EFTPS - DIRECT	G 100-21701 Federal Withholding	\$863.20	2/22/2024 Payroll Federal Withholding	02/20/24
EFTPS - DIRECT	G 100-21709 Medicare	\$262.50	2/22/2024 Payroll Federal Withholding	02/20/24
MIN DEPARTMENT OF REVENUE	G 100-21702 State Withholding	\$399.22	2/22/2024 Payroll State Withholding	02/20/24
PERA	G 100-21704 PERA	\$1,215.13	2/22/2024 Payroll PERA	02/20/24
G General Ledger		\$7,677.70		
-E Expenditure				
ARCHAMBAULT BROTHERS INC	E 603-49520-384 Refuse Disposal	\$6,691.49	December Trash Removal	02/01/24
BADGER METER	E 601-49440-302 WST Metering & Billing	\$168.38	January Cellular Service to Endpoints	02/01/24
BADGER METER	E 602-49490-302 WST Metering & Billing	\$168.39	January Cellular Service to Endpoints	02/01/24
BEVCOMM	E 204-42210-320 Communication	\$130.93	February, Fire Hall TV	02/01/24
BEVCOMM	E 100-42110-320 Communication	\$130.93	February, Police Internet	02/01/24
BEVCOMM	E 603-49520-320 Communication	\$185.50	February, Refuse Internet	02/01/24
BEVCOMM	E 602-49490-320 Communication	\$327.34	February, WWTP Internet	02/01/24
BEVCOMM	E 601-49440-320 Communication	\$305.51	February, Water Internet	02/01/24
BEVCOMM	E 100-42502-320 Communication	\$10.91	February, Skywarn TV	02/01/24
BHE COMMUNITY SOLAR LLC	E 100-41948-380 Utility Services	\$190.09	December Electricity at 404 Division St S	02/01/24
BHE COMMUNITY SOLAR LLC	E 204-42210-380 Utility Services	\$93.16	December Electricity at 506 Division St S	02/01/24
BHE COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$268.95	December Electricity at 504 3rd St SE	02/01/24
BHE COMMUNITY SOLAR LLC	E 100-41941-380 Utility Services	\$93.16	December Electricity at 109 2nd St SW	02/01/24
BHE COMMUNITY SOLAR LLC	E 100-41946-380 Utility Services	\$181.58	December Electricity at 404 Division St S	02/01/24
ELAN CORPORATE PAYMENT SYSTEM	E 603-49520-202 Postage	\$61.21	1/3 of Postage for utility bills	02/01/24
ELAN CORPORATE PAYMENT SYSTEM	E 602-49490-202 Postage	\$59.41	1/3 of Postage for utility bills	02/01/24
ELAN CORPORATE PAYMENT SYSTEM	E 602-49490-200 Office Supplies	\$50.41	Office supplies	02/01/24
ELAN CORPORATE PAYMENT SYSTEM	E 602-49490-432 Training/Conferences	\$388.17	Wastewater test and training, Jerry West	02/01/24
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-306 W/S Sample Testing	\$110.33	Water samples through UPS	02/01/24
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-200 Office Supplies	\$47.56	Cardstock	02/01/24
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-202 Postage	\$59.41	1/3 of Postage for utility bills	02/01/24
ELAN CORPORATE PAYMENT SYSTEM	E 100-41946-215 Operating & Maintenance Supp	\$72.96	Lock boxes for community center	02/01/24

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
ELAN CORPORATE PAYMENT SYSTEM	E 100-41948-215	\$103.89	Posting board for city hall	02/01/24
ELAN CORPORATE PAYMENT SYSTEM	E 204-42210-215	\$89.97	Batteries for Fire Hall	02/01/24
FARIBAULT ACE HARDWARE	E 100-41948-215	\$39.80	Keys for City Hall	02/01/24
HAWKINS INC	E 602-49490-216	\$3,046.11	WWTP Chemicals	02/01/24
MEDICAL & SAFETY RESOURCES INC	E 204-42210-300	\$500.00	Emergency Medical Responder Refresher	02/01/24
MN DNR ECOLOGICAL & WATER RESO	E 601-49440-433	\$282.99	2023 Water Permit Usage Dues	02/01/24
MN PUMP WORKS	E 602-49490-300	\$457.72	Diagnostics for liftstation	02/01/24
MWOA MN WASTEWATER OPERATOR	E 602-49490-432	\$20.00	MWOA Southeast Section Meeting	02/01/24
NAPA WATERVILLE	E 100-41941-215	\$334.14	Supplies to stock the shop	02/01/24
NAPA WATERVILLE	E 602-49490-215	\$244.71	Supplies for the generator and plant filters	02/01/24
NAPA WATERVILLE	E 100-43101-215	\$4,218.06	Cutting edges	02/01/24
RICE COUNTY HIGHWAY DEPARTMEN	E 100-43101-214	\$490.00	July-December 2023 Salt/sand mixture	02/01/24
SERVICEMASTER	E 100-41946-300	\$4,382.00	Commercial floor cleaning	02/01/24
SIGN PRO	E 100-41948-215	\$42.75	Golf cart stickers	02/01/24
SIGN PRO	E 100-41910-215	\$90.00	'Permit Required' signs	02/01/24
SMITH, TOLLEFSON RAHRICK AND CA	E 100-41610-304	\$4,822.40	10/1-12/31, City Attorney Legal Fees	02/01/24
TEAM LAB	E 602-49490-216	\$1,399.00	WWTP Chemicals, Super/mega bugs	02/01/24
US BANK	E 370-47210-611	\$10,352.50	2024 Spring Payment, Interest: Series 2020A	02/01/24
US BANK	E 370-47110-601	\$85,000.00	2024 Spring Payment, Principal: Series 2020A	02/01/24
US BANK	E 371-47210-611	\$38,500.00	2024 Spring Payment, Interest: Series 2022A	02/01/24
US BANK	E 371-47110-601	\$75,000.00	2024 Spring Payment, Principal: Series 2022A	02/01/24
US POSTAL SERVICE	E 100-41948-215	\$17.00	Extra key to PO Box 362	02/01/24
WENCL CONSTRUCTION INC	E 402-43101-300	\$17,813.92	Payment #6, Final, 2022 Street Project	02/01/24
XCEL ENERGY	E 601-49440-380	\$24.23	12/10/23-1/10/24 Electricity: Water Pump (Well#1)	02/01/24
XCEL ENERGY	E 204-42210-380	\$403.21	12/11/23-1/11/24 Electricity: Fire Hall	02/01/24
XCEL ENERGY	E 100-43101-387	\$1,360.31	12/10/23-1/10/24 Electricity: Street Lights Co-owned	02/01/24
XCEL ENERGY	E 100-41946-380	\$294.91	12/10/23-1/10/24 Electricity: Community Center	02/01/24
XCEL ENERGY	E 100-43101-387	\$18.83	12/10/23-1/10/24 Electricity: Auto Protective	02/01/24
XCEL ENERGY	E 100-45202-380	\$22.17	12/10/23-1/10/24 Electricity: Parks	02/01/24
XCEL ENERGY	E 100-43101-387	\$19.48	12/10/23-1/10/24 Electricity: Street Lights	02/01/24
XCEL ENERGY	E 100-41944-380	\$16.02	12/10/23-1/10/24 Electricity: Historic Site (Feed Mill)	02/01/24
XCEL ENERGY	E 100-41941-380	\$281.60	12/10/23-1/10/24 Electricity: Maintenance Shop	02/01/24
XCEL ENERGY	E 602-49490-380	\$11.31	12/10/23-1/10/24 Electricity: Water Pump (Liftstation)	02/01/24
XCEL ENERGY	E 601-49440-380	\$274.32	12/10/23-1/10/24 Electricity: Water Tower	02/01/24
XCEL ENERGY	E 602-49490-380	\$1,020.55	12/10/23-1/10/24 Electricity: Sewer Pump (WWTP)	02/01/24
XCEL ENERGY	E 100-43101-387	\$10.78	12/10/23-1/10/24 Electricity: Street Lights	02/01/24
LINCOLN NATIONAL LIFE INSURANCE	E 100-41801-130	\$3.45	February Life Insurance: Ellen Judd	02/02/24
LINCOLN NATIONAL LIFE INSURANCE	E 100-41941-130	\$3.45	February Life Insurance: Jerry West	02/02/24
LINCOLN NATIONAL LIFE INSURANCE	E 100-41941-130	\$3.45	February Life Insurance: Travis Mullenmeister	02/02/24
LINCOLN NATIONAL LIFE INSURANCE	E 100-41425-130	\$3.45	February Life Insurance: Connie Medeiros	02/02/24
ARCHAMBAULT BROTHERS INC	E 603-49520-384	\$5,879.52	January Trash Removal	02/05/24
CENTERPOINT ENERGY	E 204-42210-380	\$879.14	January Gas Utilities at Fire Hall. Acct# 10583553-2	02/05/24

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
DSG DAKOTA SUPPLY GROUP	E 601-49440-215 Operating & Maintenance Supp	\$97.58	Flange for water tower meter	02/05/24
ECKBERG LAMMERS	E 100-41610-304 Legal Fees	\$400.00	January Prosecution Services	02/05/24
FARIBAULT FLEET SUPPLY	E 100-41941-215 Operating & Maintenance Supp	\$91.20	Misc. supplies for shop	02/05/24
GOPHER STATE ONE CALL	E 601-49440-305 Locating Services	\$24.77	January, two tickets plus 2024 operator fee	02/05/24
GOPHER STATE ONE CALL	E 602-49490-305 Locating Services	\$24.77	January, two tickets plus 2024 operator fee	02/05/24
GOPHER STATE ONE CALL	E 100-43102-305 Locating Services	\$3.16	January, two tickets plus 2024 operator fee	02/05/24
UTILITY CONSULTANTS INC	E 602-49490-306 W/S Sample Testing	\$1,002.60	Weekly Sewer Samples	02/05/24
MN DEPARTMENT OF REVENUE	E 601-49440-437 Sales Tax	\$26.00	January 2024 Sales & Use Tax Return	02/09/24
MN DEPARTMENT OF REVENUE	E 603-49520-439 Refuse Tax	\$656.00	January 2024 Sales & Use Tax Return	02/09/24
AIRGAS	E 100-41941-215 Operating & Maintenance Supp	\$55.33	Rental of large Argon	02/22/24
ALEX AIR APPARATUS	E 204-42210-215 Operating & Maintenance Supp	\$2,445.79	Drop tank for tanker truck	02/22/24
ANCOM	E 204-42210-215 Operating & Maintenance Supp	\$649.00	Batteries for radios	02/22/24
CLEARWAY COMMUNITY SOLAR LLC	E 602-49490-380 Utility Services	\$402.99	December Electricity for 75 Verdev Dr: WWTP	02/22/24
CLEARWAY COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$18.50	December Electricity for 201 Division St. Well #1	02/22/24
COMMUNITY CO-OP OIL ASSN	E 100-43101-212 Motor Fuels	\$81.95	Fuel for January: Acct# 319870	02/22/24
COMMUNITY CO-OP OIL ASSN	E 100-45202-212 Motor Fuels	\$27.32	Fuel for January: Acct# 319870	02/22/24
COMMUNITY CO-OP OIL ASSN	E 601-49440-212 Motor Fuels	\$54.64	Fuel for January: Acct# 319870	02/22/24
COMMUNITY CO-OP OIL ASSN	E 602-49490-212 Motor Fuels	\$81.95	Fuel for January: Acct# 319870	02/22/24
COMMUNITY CO-OP OIL ASSN	E 100-41941-212 Motor Fuels	\$27.32	Fuel for January: Acct# 319870	02/22/24
EO JOHNSON CO INC	E 601-49440-206 Printer/Rental/Software	\$14.60	2/8/24-3/7/24 Toshiba Coverage	02/22/24
EO JOHNSON CO INC	E 204-42210-206 Printer/Rental/Software	\$7.30	2/8/24-3/7/24 Toshiba Coverage	02/22/24
EO JOHNSON CO INC	E 602-49490-206 Printer/Rental/Software	\$14.60	2/8/24-3/7/24 Toshiba Coverage	02/22/24
EO JOHNSON CO INC	E 100-41948-206 Printer/Rental/Software	\$29.20	2/8/24-3/7/24 Toshiba Coverage	02/22/24
EO JOHNSON CO INC	E 603-49520-206 Printer/Rental/Software	\$7.30	2/8/24-3/7/24 Toshiba Coverage	02/22/24
HAWKINS INC	E 601-49440-216 Chemicals	\$1,581.64	Water Tower Chemicals	02/22/24
HAWKINS INC	E 602-49490-216 Chemicals	\$3,065.61	WWTP Chemicals	02/22/24
LMC INSURANCE TRUST WC	E 601-49440-151 WC: Insurance Premiums	\$155.86	8/15/22-8/15/23 Workers Comp Coverage Adjustment	02/22/24
LMC INSURANCE TRUST WC	E 100-45202-151 WC: Insurance Premiums	\$30.42	8/15/22-8/15/23 Workers Comp Coverage Adjustment	02/22/24
LMC INSURANCE TRUST WC	E 204-42210-151 WC: Insurance Premiums	\$382.98	8/15/22-8/15/23 Workers Comp Coverage Adjustment	02/22/24
LMC INSURANCE TRUST WC	E 100-41941-151 WC: Insurance Premiums	\$3,292.40	8/15/22-8/15/23 Workers Comp Coverage Adjustment	02/22/24
LMC INSURANCE TRUST WC	E 100-41110-151 WC: Insurance Premiums	\$37.85	8/15/22-8/15/23 Workers Comp Coverage Adjustment	02/22/24
LMC INSURANCE TRUST WC	E 602-49490-151 WC: Insurance Premiums	\$329.54	8/15/22-8/15/23 Workers Comp Coverage Adjustment	02/22/24
LMC INSURANCE TRUST WC	E 204-42210-151 WC: Insurance Premiums	\$3,074.19	8/15/22-8/15/23 Workers Comp Coverage Adjustment	02/22/24
LMC INSURANCE TRUST WC	E 100-41948-151 WC: Insurance Premiums	\$79.42	8/15/22-8/15/23 Workers Comp Coverage Adjustment	02/22/24
LMC INSURANCE TRUST WC	E 100-41946-151 WC: Insurance Premiums	\$39.34	8/15/22-8/15/23 Workers Comp Coverage Adjustment	02/22/24
MENARDS - DUNDAS	E 204-42210-215 Operating & Maintenance Supp	\$123.84	Filters for HVAC	02/22/24
MENARDS - DUNDAS	E 100-41941-215 Operating & Maintenance Supp	\$68.88	Socket sets for shop	02/22/24
MENARDS - DUNDAS	E 100-41941-215 Operating & Maintenance Supp	\$22.99	Ratchet	02/22/24
MID-AMERICA BACKFLOW PREVENTE	E 100-41946-300 Professional Services	\$150.00	Backflow preventer testing at CC/CH	02/22/24
MIN PUMP WORKS	E 602-49490-215 Operating & Maintenance Supp	\$204.00	On/off float for Franklin St liftstation	02/22/24
NAPA WATERVILLE	E 100-41941-215 Operating & Maintenance Supp	\$159.61	Shop supplies	02/22/24
NAPA WATERVILLE	E 204-42210-215 Operating & Maintenance Supp	\$194.39	Grain bin trailer supplies	02/22/24

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
PRO HYDRO TESTING	E 204-42210-300 Professional Services	\$41.00	Hydro testing SCBA cylinders	02/22/24
RICE COUNTY	E 100-41948-300 Professional Services	\$207.00	2024 special assessment annual maintenance	02/22/24
SECURITAS ELECTRONIC SECURITY	E 204-42210-311 Alarm Company	\$79.38	2/1/24-4/30/24 Monitoring Services	02/22/24
SEH SHORT ELLIOT HENDRICKSON	E 403-43101-303 Engineering Fees	\$30,718.00	2024 Street Project, Final design	02/22/24
TIMMS TRUCKING & EXCAVATING	E 100-43101-405 Snow and Ice Removal	\$243.75	Removal of snow from city streets	02/22/24
USA BLUEBOOK	E 601-49440-216 Chemicals	\$105.26	Water Chemicals, total chlorine	02/22/24
VERIZON WIRELESS	E 100-41941-320 Communication	\$40.01	1/7/24-2/6/24 Public Works Tablet Internet	02/22/24
VERIZON WIRELESS	E 100-41941-320 Communication	\$41.24	1/7/24-2/6/24 Public Works Phone 2	02/22/24
VERIZON WIRELESS	E 100-41946-320 Communication	\$41.24	1/7/24-2/6/24 Community Center Phone	02/22/24
VERIZON WIRELESS	E 100-41941-320 Communication	\$41.24	1/7/24-2/6/24 Public Works Phone	02/22/24
VIKING FIRE AND SAFETY	E 204-42210-300 Professional Services	\$59.20	Hydrostatic tst, CO2 recharge	02/22/24
XCEL ENERGY	E 204-42210-380 Utility Services	\$0.00	1/11/24-2/12/24 Electricity: Fire Hall	02/22/24
BEVCOMM	E 100-42110-320 Communication	\$76.38	March, Communication	03/01/24
BEVCOMM	E 602-49490-320 Communication	\$261.87	March, Communication	03/01/24
BEVCOMM	E 204-42210-320 Communication	\$98.20	March, Communication	03/01/24
BEVCOMM	E 100-42502-320 Communication	\$10.91	March, Communication	03/01/24
BEVCOMM	E 601-49440-320 Communication	\$261.87	March, Communication	03/01/24
BEVCOMM	E 603-49520-320 Communication	\$98.20	March, Communication	03/01/24
BEVCOMM	E 100-41948-320 Communication	\$283.69	March, Communication	03/01/24
LAKE COUNTRY COMMUNITY BANK	E 100-41948-200 Office Supplies	\$52.54	Deposit slips	03/01/24
XCEL ENERGY	E 204-42210-380 Utility Services	\$39.47	1/11/24-2/12/24 Electricity: Fire Hall	03/01/24
		\$319,610.20		
		\$327,287.90		

-E Expenditure

Violation Report - Council

Full Property No. Address	Violation	Status	Log Date	Deadline	Total Fine	Paid	Memo
3 106 1ST STREET S.E.	Vehicle: Exceed 4 Vehicles	1st Notice	03/01/24	03/11/24	\$0.00	\$0.00	Violation Description: 92.19 (B)(3)(a): No more than 4 vehicles per lawful dwelling.
2	Vehicle: Obstruction to Traffic	Complied	02/28/24	03/09/24	\$0.00	\$0.00	Vehicle had been sitting at the corner of Bloomer & Division St N for approximately 6 weeks.
					\$0.00	\$0.00	

**AGREEMENT  
LAW ENFORCEMENT SERVICES**

This is an Agreement between the County of Rice (hereinafter referred to as the "County"), and the City of Morristown, MN (hereinafter referred to as the "City"), collectively known as the "Parties."

WHEREAS, the parties to this Agreement are interested in contracting for the performance by the County of the following described law enforcement functions for and within the political boundaries of the City through the Rice County Sheriff; and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth beginning June 01, 2024 through May 31, 2026; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes governmental units in the State of Minnesota to enter into agreements by resolution with any other governmental unit to perform on behalf of that unit any service or function which that unit would be authorized to provide for itself; and

WHEREAS, said contract is authorized by Minnesota Statute, Section 471.59, 436.05, and Minnesota Statute, Section 366 and 367.

NOW, THEREFORE, IN CONSIDERATION OF the mutual undertakings set forth herein, the County and the City agree as follows:

**I. PURPOSE**

- A. The purpose of this Agreement is to secure police contracting services for the City. Minnesota Statutes, Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties. Minnesota Statutes, Section 436.05 allows municipalities to contract with other municipalities for police services.

**II. SCOPE OF SERVICES**

- A. The County agrees, through the Rice County Sheriff's Office, to provide law enforcement services to the City which will include, but not be limited to, the following:
  - 1. Patrol services with random patrolling of residential areas, businesses, parks and other public property areas;
  - 2. Enforcement of Minnesota State Statutes, County Ordinances and those Municipal Ordinances that are related to criminal, traffic and public safety issues and are consistent with state law.

**AGREEMENT  
LAW ENFORCEMENT SERVICES**

3. Traffic Enforcement, including the regular use of radar as a speed deterrent;
  4. Community-oriented policing initiatives as well as other business and residential crime prevention programs, as determined by the Sheriff;
  5. Criminal investigative services;
  6. Follow up on reported crimes with persons who reported the crime, including notification by telephone or mail as to the status of the investigation as needed;
  7. Responses to medical, fire and other emergencies as appropriate;
  8. Dispatching and other necessary communication services;
  9. Driver's license inspections, background checks and license enforcement services, as called for under applicable state law and municipal ordinances;
  10. Special event traffic patrol and patrol services for community festivals or other special events;
  11. Vacation and winter residence checks when appropriate; and
  12. Quarterly attendance of the Sheriff or Sheriff's designee at City Council meetings, if requested.
- B. Except as otherwise hereinafter specifically set forth, such services shall encompass duties and functions of the type coming within the jurisdiction of the Sheriff of the County of Rice under state statutes.
- C. The manner and standards of performance, the discipline of deputies and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the County. The patrol hours shall be scheduled under the direction of the Sheriff of Rice County. The Sheriff shall consider requests/recommendations of the City in scheduling these patrol hours.
- D. The County's contractual obligations under this Agreement do not lessen the County's obligation to provide patrol and police protection services to the City. The County's contractual obligations under this Agreement shall also recognize the underlying historical obligations that Rice County has to provide police protection to the City.

**AGREEMENT**  
**LAW ENFORCEMENT SERVICES**

- E. In the event a dispute arises between the parties concerning the type of service to be rendered, or the manner in which such service is provided, the County shall retain sole discretion in determining a solution to said dispute (e.g., re-assignment of personnel, types of patrol, level of service available). Notwithstanding the foregoing, the County shall consider requests/recommendations of the City, but is not obligated to adopt such requests or recommendations.
- F. Services shall be provided by the assignment of One F.T.E. deputy to service the City at 40 law enforcement hours per week (2080 hours per F.T.E.). Patrol time shall be scheduled 7 days/week. With the exception of Paragraph G within this section, a law enforcement hour shall be defined to be an hour when a deputy is actually patrolling within the City or following up on a case that occurred in the City and providing law enforcement services for the City. In addition to the patrol hours provided by the County herein, the County shall make its deputies available for court appearances. This cost is already included in the contract.
- G. The parties acknowledge there may be occasions where the assigned deputy must respond to an immediate and emergency call for assistance from outside the jurisdiction of the City. In such an instance, it will be the judgment of the deputy whether to respond to provide emergency assistance. Nothing shall limit a deputy's judgment regarding a decision to respond. In the event a Mutual Aid Event (defined as a large-scale event, either planned or unplanned, wherein allied agencies collaborate to provide support) exceeds two (2) hours, the Sheriff shall schedule compensatory patrol time for the City. The fact that the County may have to pay overtime during the compensatory patrol time is not a valid reason not to provide the patrols described above.
- H. If the City requests and the County furnishes additional law enforcement services (excluding Dam Days festivities), such additional time shall be paid by the City at the hourly rate as follows:
- June, 2024 - \$62.57  
June, 2025 - \$65.07
- I. In the event there is a need for overtime hours to provide law enforcement and/or investigative services for a major crime, the hourly rate for those services will be the same as the rates quoted in Clause B(I) of this Agreement.

**AGREEMENT  
LAW ENFORCEMENT SERVICES**

- J. To facilitate the County's performance pursuant to this Agreement, the City agrees that the County shall have full cooperation and assistance from the City, its officers, agents and employees. The City shall designate a liaison to the Rice County Sheriff's Office to facilitate communication.
- K. The County shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, transcription services and supplies necessary to provide services pursuant to this Agreement, except as specifically set forth in this agreement.
- L. All deputy sheriffs, clerks and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County for all purposes.

**III. SPECIAL EVENT OR ADDITIONAL SERVICES.**

- A. If the City desires additional police services over and above the hours and/or FTE's contracted for in this Agreement, the City shall contact the Sheriff's Office. The County will invoice the City for these additional services pursuant to Minnesota Statute, Section 471.425, prompt payment of local government bills, Subdivision 2(a) for municipalities who have governing boards which have regularly scheduled meetings at least once a month, the standard payment period is defined as within 35 days of the date of receipt.

**IV. MUTUAL INDEMNIFICATION**

- A. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its personnel and employees against any and all liability loss, costs, damages, expenses, claims or actions, including attorney's fees which its personnel and employees may hereafter sustain, incur or be required to pay, arising out of or by reason for any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract. Liability of the County or other Minnesota political subdivisions shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, Chapter 466, and other applicable laws.
- B. It is further understood that Minnesota 471.59, Subd. 1(a) applies to this Agreement. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a

**AGREEMENT  
LAW ENFORCEMENT SERVICES**

“cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

- C. Each party agrees to promptly notify the other party if it knows or becomes aware of any facts or allegations reasonably giving rise to actual or potential liability, claims, causes of action, judgments, damages, losses, costs or expenses, including attorney’s fees, involving or reasonably likely to involve the other party, and arising out of acts or omissions related to this Agreement.

V. **LIABILITY**

- A. It is understood and agreed that liability shall be limited by the provisions of Minnesota Statutes Chapter 466. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes Section 466.04. To the full extent permitted by law, actions by parties pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the parties that they shall be deemed a “single governmental unit” for the purposes of liability, all set forth in Minnesota Statutes, Section 471.59, Subdivision 1(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.
- B. For purposes of determining total liability damages, the participating governmental units and the joint board, if one is established, are considered a single governmental unit and the total liability for the participating governmental units and the joint board, if established, shall not exceed the limits on governmental liability for a single governmental unit as specified in State Statute, Section 3.736 or Section 466.04, Subdivision 1, or as waived or extended by the joint board or all participating governmental units under State Statute, Section 3.736, Subdivision 8 or Section 471.981. The parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing.

**AGREEMENT  
LAW ENFORCEMENT SERVICES**

**VI. INSURANCE.**

- A. Rice County agrees to maintain, during the term of this Agreement, automobile, general liability, workers' compensation and public officials' liability insurance in amounts deemed appropriate by Rice County.

**VII. TERM OF AGREEMENT/TERMINATION**

- A. This Agreement shall become effective and commence June 01, 2024 and shall be in effect through May 31, 2026. Renewal of this Agreement shall be as provided in Section VIII.
- B. Either party may terminate this Agreement by notifying the County or City in writing of their intent to terminate the agreement by giving notice. This notice shall be effective six (6) months following notice being given unless the parties mutually agree in writing to a different time period.
- C. Notice to the County shall be given to the County Board and the Rice County Sheriff in person or by certified mail and Notice to the City shall be given to the City's City Clerk or Administrator in person or by certified mail.
- D. Notwithstanding any other provision this contract may be terminated:
  - a. In the event that the City is in default for non-payment and fails to cure the default after 15 days written notice; or
  - b. A party has been given written notice of a material breach of the terms of this agreement and has failed to cure within 90 days.

Nothing contained herein shall limit a party's rights at law or in equity to enforce the terms of this Contract, including the right to seek specific performance.

**VIII. PAYMENT**

- A. The City agrees to pay the County pursuant to Exhibit A of this agreement and such subsequent payment Agreements as shall be agreed to by the parties in writing.
- B. Payments shall be made on a quarterly basis commencing on June 01, 2024, and continuing on each and every 1st day of January, April, July, and October through May 31, 2026. The County shall provide the City with a

**AGREEMENT  
LAW ENFORCEMENT SERVICES**

written proposal for the cost of a subsequent two or three year term no later than January 31, 2026.

- C. No later than March 01, 2026, the City shall notify the County in writing of its intention to accept proposed costs for the next two to five year period. If the City does not accept the proposed costs, or the parties do not agree in writing to a different amount no later than March 01, 2026 then the contract shall automatically expire May 31, 2026.
- D. In the event a new term is not negotiated as of March 01, 2026, the County shall take action to notify any affected deputies of their impending layoff related to the termination of the contract to minimize the likelihood of unemployment compensation liability and to notify former officers of the City of their reemployment rights with the City pursuant to Article V in the event that the City intends to reinstate its Police Department.

**IX. FINES AND FORFEITURES**

- A. It is understood that prosecutions for violations of state statutes or County Ordinances, together with disposition of all fines collected pursuant thereto, shall be in accordance with state statutes, state rules and judicial orders.
- B. Funds received as a result of any fines for violation of City ordinances or statutory violations within the City limits for the preceding calendar year shall be remitted to the City by Court Administration.
- C. The County and City shall receive or retain funds and property received as the result of any forfeitures, penalty assessments or costs of prosecution pursuant to state statutes.

**X. EQUIPMENT AND VEHICLES**

- A. The County will furnish all equipment required to fulfill law enforcement obligations under this contract at no cost to the City.
- B. Vehicles:
  - 1. The County shall furnish and equip squad vehicles used to fulfill law enforcement obligations under this contract at no cost to the City.
  - 2. The County shall insure the vehicles and installed equipment at its expense, with comprehensive, collision and liability insurance to the same extent and with the same deductibles as apply to the County's other fleet of law enforcement vehicles. The County shall be

**AGREEMENT  
LAW ENFORCEMENT SERVICES**

responsible for all repairs and maintenance of the vehicles at no cost to the City.

**XI. PROSECUTION COSTS**

- A. Upon execution of this agreement , and so long as the agreement remains in effect, the Attorney designated by the City will prosecute all criminal code violations that occur within the City and fall under city prosecution authority (petty misdemeanor, misdemeanor and select gross misdemeanor cases) as set forth by Minnesota law. Costs incurred by City Attorney prosecutions shall be the responsibility of the City, which are expenditures above and beyond this agreement and are paid directly to the City Attorney.

**XII. GENERAL PROVISIONS**

- A. The County shall be responsible for all law enforcement costs, including office supplies and equipment. The City agrees to provide office space and office furnishings and shall furnish utilities including heat, electricity, telephone service and internet services within that office space.
- B. The Rice County Sheriff's Office shall submit to the City monthly activity reports detailing the activities of the Sheriff's Office within the City. Said reports shall contain, at a minimum, the number of calls answered within the City, the number of citations issued and the number and type of arrests made, and a summary of the days and times that a deputy actually provided patrol services within the City according to the requirements of this Agreement. On an annual basis, the Sheriff's office will provide the City with a copy of the Uniform Crime Report applicable to the City. Notwithstanding the provisions of this section, no information will be provided which would violate the Minnesota Government Data Practices Act. In order to maintain a direct channel of communication between the County and the City, the Sheriff or one of his deputies appointed by him shall attend any city council meeting when requested by the mayor. The Sheriff may also request to appear before the city council.
- C. Records management, supervision of the assigned deputy, management and storage of evidence, body worn camera and data storage for video are included in this Agreement.
- D. The City may contract with the County for additional law enforcement services above and beyond those provided in this Agreement.

**AGREEMENT  
LAW ENFORCEMENT SERVICES**

- E. Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the County and the City and attached to the original of this Agreement.
- F. This agreement shall be interpreted under the laws of the State of Minnesota.
- G. If any term or provision of this Agreement is declared invalid by a Court of competent jurisdiction, such provision shall be null and void, but shall not serve to invalidate the Agreement as a whole. The remaining provisions of the Agreement shall remain in full force and effect.
- H. It is understood and agreed that the entire Agreement of the parties is contained herein, and that this supersedes all oral agreements and negotiations between the parties relating to the subject matter.
- I. All data collected, created, received, maintained or disseminated in any form for any purposes by the activities of this Agreement is governed by the Minnesota Data Practices Act, Minnesota Statute Section 13, or the appropriate Rules of Court and shall only be shared pursuant to laws governing that particular data.

**AGREEMENT  
LAW ENFORCEMENT SERVICES**

**IN WITNESS WHEREOF**, the parties have hereunto set their hand on the dates below written.

**COUNTY OF RICE, MINNESOTA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Galen Malecha  
County Board Chair

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jesse J Thomas  
Rice County Sheriff

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Sara Folsted  
County Administrator

Approved as to form and execution:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Brian Mortenson  
Rice County Attorney

**CITY OF MORRISTOWN,  
MINNESOTA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Approved as to form and execution:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Attorney

**Exhibit A**  
**June 13, 2024 through June 12, 2026**  
**Law Enforcement Services Provided by Rice County**

Based on average deputy salary of **\$40.51 per hour** and **40 hours per week**.

Salary Computation of deputies:

1. 40 hrs./week x 52 weeks = 2028 hours x \$40.51	\$ 90,742.40
2. PERA	\$ 11,796.51
3. Medicare (1.45%)	\$ 1,315.76
4. Workers Comp (1.84%)	\$ 1669.66
5. Holiday pay x 96 hours x \$40.51	\$ 3888.96
6. Shift Differential for 1 deputy	\$ 1500.00
7. Uniform Maintenance for 1 deputy	\$ 2100.00
8. Health Benefits (Emp+1)	\$ 17,136.00
9. Court Time Pay of 14 hrs. per year (OT rate \$60.76)	\$ 850.71
10. Squad Car and Equipment (5-year life span)	\$ 14,400.00
11. Maintenance, Fuel and Insurance for 1 squad car	\$8000.00

TOTAL \$153,400.00

This Contract will be subject to the following Cost of Living Adjustments:

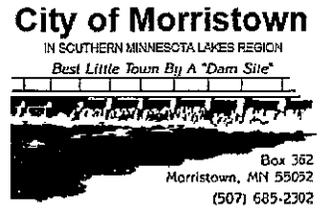
June 1, 2024 total due is \$153,400.00  
 June 1, 2025 at 4% COLA = \$159,536.00

*June 1, 2024 Now: 203,913.14*  
~~*- 153,400.00*~~  


---

*\$50,513.14*

CITY OF MORRISTOWN  
COUNTY OF RICE  
STATE OF MINNESOTA



**RESOLUTION NO. 2024-15**  
**A RESOLUTION SETTING A PUBLIC HEARING ON A VACATION**

THE CITY COUNCIL OF THE CITY OF MORRISTOWN, MINNESOTA DOES  
HEREBY RESOLVE AS FOLLOWS:

**WHEREAS**, the City Council pursuant to Minnesota Statutes Sec. 412.851 desires to consider a vacation of that portion of Ann Street adjacent to properties owned by School District No. 2143,

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

1. The Council will consider the vacation of such street and a public hearing shall be held on the \_\_\_1st\_\_\_ day of \_\_\_April\_\_\_, 2024, before the City Council in the City Hall located at 402 Division St. S., Morrystown, Minnesota at \_\_\_7:00\_\_\_ p.m., or as soon thereafter as it may be heard.
2. The City Clerk is hereby directed to give published, posted and mailed notice of such hearing as required by law.

Adopted by the Council this \_\_\_4th\_\_\_ day of \_\_\_March\_\_\_, 2024.

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

\_\_\_\_\_  
Tony Lindahl, Mayor

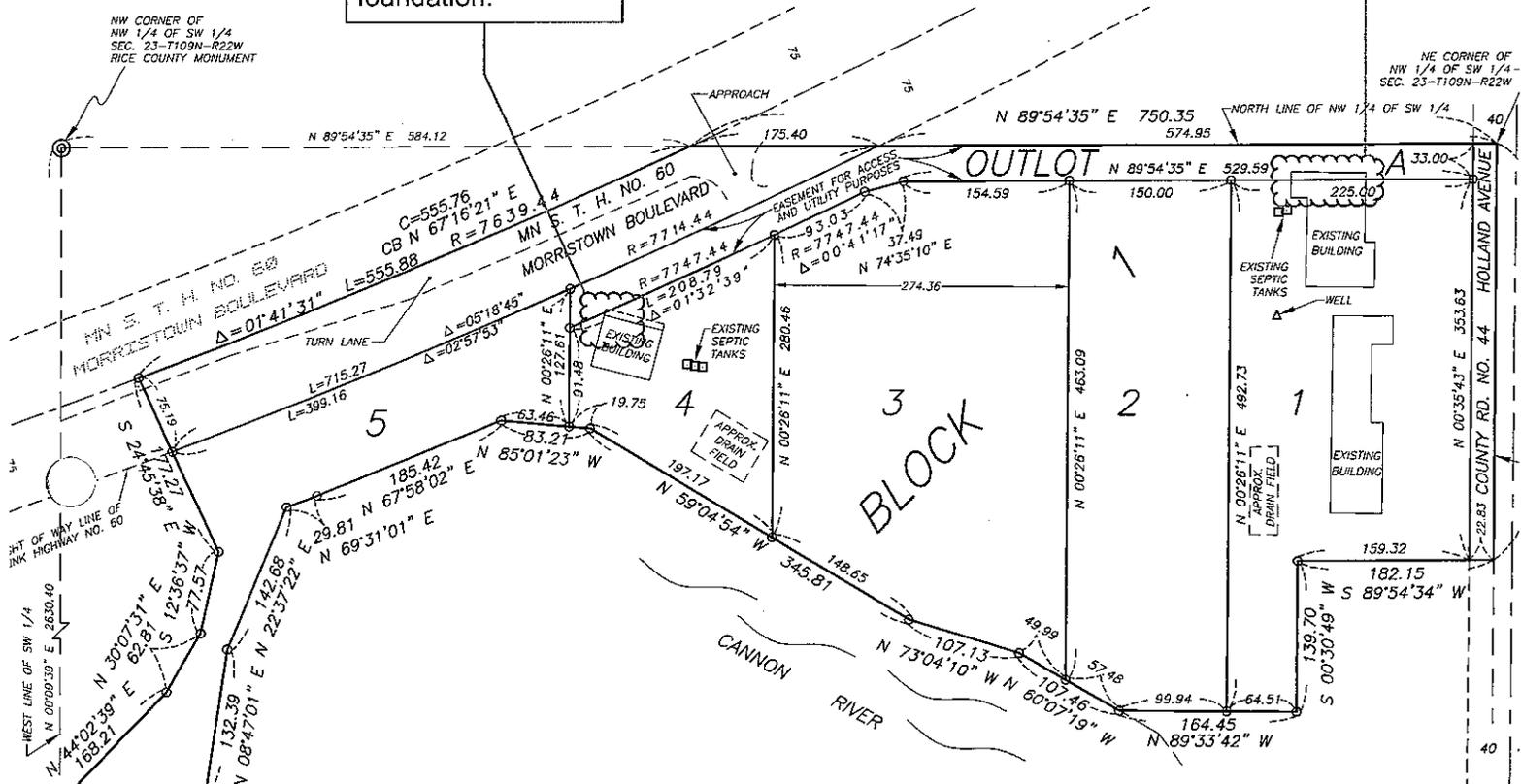
Attested by:

\_\_\_\_\_  
Connie Medeiros, City Clerk

# PRELIMINARY PLAT OF THE PORTAGE

Remove Easement that is within building foundation.

Remove Easement that is within building foundation.



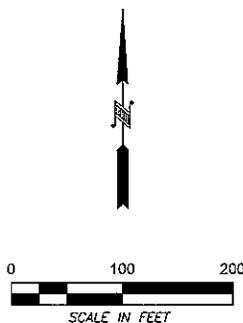
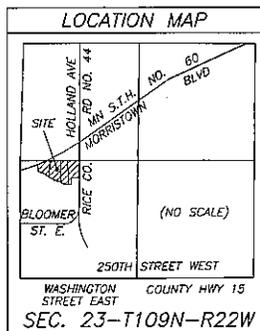
**TOTAL LAND AREA:**

- LOT 1: 88,394 SQ. FT.
- LOT 2: 73,095 SQ. FT.
- LOT 3: 107,530 SQ. FT.
- LOT 4: 34,311 SQ. FT.
- LOT 5: 62,344 SQ. FT.
- OUTLOT A: 28,773 SQ. FT.

- DENOTES FOUND IRON MONUMENT
- DENOTES SET 1/2" BY 15 INCH IRON REBAR MONUMENT WITH PLASTIC CAP MARKED RLS 22044

THE EAST LINE OF THE NW 1/4 OF THE SW 1/4 OF SEC. 23-T109N-R22W ASSUMES A BEARING OF S 00°26'11" W

OUTLOT A:  
EASEMENT FOR ACCESS AND UTILITY PURPOSES OVER, UNDER AND ACROSS ALL OF OUTLOT A



NW CORNER OF NW 1/4 OF SW 1/4 SEC. 23-T109N-R22W RICE COUNTY MONUMENT

NE CORNER OF NW 1/4 OF SW 1/4 SEC. 23-T109N-R22W

SW CORNER OF SW 1/4 SEC. 23-T109N-R22W RICE COUNTY MONUMENT

OWNER AND DEVELOPER  
WHOLESALE TIRE AND WHEEL OF MINNESOTA, INC  
24628 HOLLAND AVENUE  
MORRISTOWN, MN 55052

SURVEYOR  
RAPP LAND SURVEYING, INC.  
45967 HWY 56 BLVD  
KENYON, MN 55946

APPROXIMATE DAM LOCATION

# City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

*Best Little Town By A "Dam Site"*



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

## RESOLUTION 2024-16

### APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT FOR BIDS

WHEREAS, pursuant to a resolution passed by the council on November 6, 2023, the consulting engineer retained for the purpose has prepared plans and specifications for the construction of the **2024 Street and Utility Improvement Project**, and has presented such plans and specifications to the council for approval;

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

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published as required by law, shall specify the work to be done, and shall state that online bids will be received by the City Clerk until 10:00 a.m. on Thursday, March 28, 2024, at which time they will be publicly opened and read aloud via Microsoft Teams by the City Clerk and engineer, will then be tabulated, and will be considered by the council at 7:00 p.m. on Monday, April 1, 2024, in the council chambers of the Morristown City Hall. Any bidder whose responsibility is questioned during consideration of the bid will be given an opportunity to address the council on the issue of responsibility. No bids will be considered unless sealed and filed with the City Clerk and accompanied by a cashier's check, bid bond, or certified check payable to the clerk for 5 percent of the amount of such bid.

Adopted by the Council this 4th day of March, 2024.

Ayes \_\_\_\_\_

Nays \_\_\_\_\_

Approved:

Attested:

\_\_\_\_\_  
Mayor, Tony Lindahl

\_\_\_\_\_  
City Clerk, Connie Medeiros



Building a Better World  
for All of Us<sup>®</sup>

January 1, 2024

RE: City of Morristown, Minnesota  
2024 Agreement for Professional  
Services  
SEH No. P-MORRT 176603 10.03

Ellen Judd, City Administrator  
City of Morristown  
PO Box 362  
Morristown, MN 55052

Dear Ellen:

Short Elliott Hendrickson Inc. (SEH<sup>®</sup>) is honored to serve as the City Engineer for the City of Morristown. As a supplement to the Master Agreement for Professional Services dated December 7, 2020, we are submitting our annual Supplemental Letter Agreement (SLA) to continue our services for calendar year 2024.

This work may include items such as:

- Site plan review.
- Structural review.
- Reviewing infrastructure needs or issues.
- Preparing cost estimates for various projects.
- Mapping or development of sketch plans.
- Agency coordination (MnDOT, Rice County, MDH, and MPCA).
- Planning services.
- Assisting in grant applications.
- Other city engineering related tasks as requested.

It is understood that work under this agreement will be based on requests from the City Staff to Brent Kavitz or assigned representatives. In the past, the amount of city engineering work SEH completes for the City varies from year to year. We are proposing to keep the agreement amount the same as the past several years. The City would be provided a detailed invoice outlining the work that was completed. If there are larger projects that develop during the year, we would provide a separate proposal to the City for that specific project.

#### **PROPOSED FEES**

We propose to provide the services outlined above for the City of Morristown on an Hourly basis, not-to-exceed a total of **\$5,000** in calendar year 2024.

Please contact me with any questions or comments concerning this proposal/agreement. If this proposal is acceptable to you, please sign the attached Supplemental Letter Agreement and return a scanned copy to me.

Engineers | Architects | Planners | Scientists

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

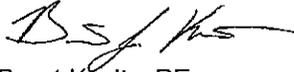
507.388.1989 | 877.316.7636 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

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

Ellen Judd  
January 1, 2024  
Page 2

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Brent Kavitz, PE  
Associate/Client Service Manager  
(Lic. MN, ND)

jb  
Enclosure

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## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Morristown, MN ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective December 7, 2020, this Supplemental Letter Agreement dated January 1, 2024, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2024 General Engineering Services.

**Client's Authorized Representative:** Ellen Judd  
**Address:** 402 Division St, PO Box 362, Morristown, Minnesota, 55052, United States  
**Telephone:** 507.685.2302 **email:** ejudd@ci.morristown.mn.us

**Project Manager:** Brent Kavitz  
**Address:** 11 Civic Center Plaza, Suite 200, Mankato, Minnesota 56001  
**Telephone:** 507.299.5211 **email:** bkavitz@sehinc.com

**Scope:** The Services to be provided by Consultant:

General engineering, architectural, or other consulting services as indicated in the attached letter dated January 1, 2024.

**Schedule:** Services to be provided in calendar year 2024.

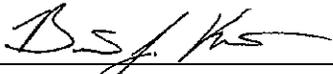
**Payment:** The fee is hourly not-to-exceed \$5,000 including expenses and equipment without written approval from Client.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

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

Short Elliott Hendrickson Inc.

City of Morristown, MN

By:   
Full Name: Brent Kavitz  
Title: Associate/Client Service Manager

By: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between City of Morristown, MN (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated January 1, 2024**

**Payments to Consultant for Services and Expenses**  
**Using the Hourly Basis Option**

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

**A. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**B. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

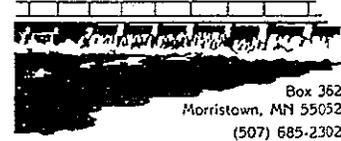
1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

**C. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.



## **JOB DESCRIPTION**

**JOB TITLE:** Public Works Part-time

**DEPARTMENT:** Public Works

**IMMEDIATE SUPERVISOR:** Public Works Lead

**POSITION SUMMARY:** Mows and weed whips around city facilities, property and parks. Assists full-time Public Works staff as needed. During predicted snowfalls, this position is on-call for snow plowing, as necessary. This position works as needed by the Public Works Lead, but no more than 31 hours per week.

**CREATED ON:** March 4, 2024

**LAST REVISED:** March 4, 2024

### **RESPONSIBILITIES:**

- Mows and maintains City property and right of ways with use of City zero turn radius riding mower, push mower and weed whip (string trimmer).
- Safely operate riding mowers, push mower, and weed whips (string trimmer).
- Empties garbage cans in the parks as necessary.
- Maintains equipment through basic checks and services.
- Performs miscellaneous cleaning, maintenance, painting, and repair work as needed.
- Performs miscellaneous grounds maintenance and repairs.
- Promote effective community relations.
- Plow snow as necessary with pick-up trucks.
- Perform other work as required and/or directed.

### **PREFERRED KNOWLEDGE AND SKILLS:**

- Thorough knowledge of occupational hazards and safety precautions of and recreational facilities.
- Considerable knowledge of the occupational hazards involved and the safety precautions necessary in equipment operation.
- Considerable skill in the use and care of tools, vehicles and equipment used in work.
- Considerable ability to communicate effectively and tactfully, both orally and in writing with other City staff and the general public.

### **MINIMUM QUALIFICATIONS:**

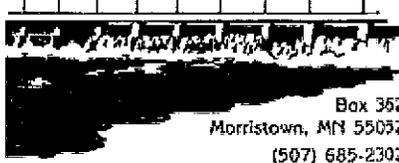
- Maintain a Minnesota Class D driver's license
- Must be over the age of 18 at the time of hire



# City of Morrystown

IN SOUTHERN MINNESOTA LAKES REGION

*Best Little Town By A "Dam Site"*



## RESOLUTION 2024-14

### A RESOLUTION AUTHORIZING THE CREATION OF THE FIRE DEPARTMENT REVOLVING CAPITAL RESERVE FUND AND APPROVING TRANSFER OF FUNDS

**WHEREAS**, the Morrystown City Council propose capital reserve funds be established for city divisions;

**WHEREAS**, Minnesota Statutes, Section 365.10, Subdivision 18, Capital Reserve Fund allows electors to authorize creation of capital reserve funds and designate its use for any lawful purpose;

**WHEREAS**: The City of Morrystown has capital funds in the amount of \$728,718.96 in the Fire Department Fund (204) which is meant to be used for general operations of the Fire Department;

**WHEREAS**: Recommend transferring funds to the Fire Department Revolving Capital Reserve Fund (704) to pay for future capital Fire Department expenses.

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

1. Authorize and approve the Fire Department Revolving Capital Reserve Fund (Fund 704) to be created effective 3/4/2024.
2. Authorize and approve the transfer of funds in the amount of \$728,718.96 from Fire Department Fund (Fund 204) to Fire Department Revolving Capital Reserve Fund (Fund 704) effective 3/4/2024.

Accepted by the City Council of the City of Morrystown on Monday, March 4, 2024.

Approved:

\_\_\_\_\_  
Mayor, Tony Lindahl

Attested:

\_\_\_\_\_  
City Clerk, Connie Medeiros

## Fire Department Fund 204

\$434,116.36	Pumper Truck
\$6,847.41	Fire Hall
\$19,832.97	Memorial
\$29,434.15	Rescue Truck
\$227,878.31	Equipment
\$10,609.76	Tanker
<hr/>	
<b>\$728,718.96</b>	Total Capital Outlay
<b>\$759,560.00</b>	Total City Funds
<hr/>	
<b>\$30,841.04</b>	Total to remain in 204 fund

FILAN LAWN SERVICE  
20226 FORTUNE CREEK TRAIL  
MORRISTOWN MN 55021  
507-210-6345  
filanlawnservicellc@gmail.com

CITY OF MORRISTOWN  
P.O BOX 362  
MORRISTOWN MN 55052

RECEIVED  
FEB 28 2024  
BY: \_\_\_\_\_

Dear City of Morristown,

Thank you for the opportunity to submit the attached proposal for your lawn care needs. This proposal will ensure all of your lawn care needs will be met in a timely and professional manner.

Filan Lawn Service is providing a one time application weed control Lawn Care Maintenance Proposal for the City of Morristown for the 2024 season . **Note: Additional visits may be required to treat hard to control areas.** If additional treatments are needed the cost and type of service will be discussed with you before any work is performed and with your prior approval.

If you have any questions, please feel free to contact us at our office at 507-210-6345.

Broad Leaf Control no Fertilizer:

**1. Spring and Fall Weed Control for all areas listed below:**

**Property Address to be Treated: Water Tower, Sidney St. Ditch, Community Center/Fire Department, Centennial Park, and around Feed Mill**

**TOTAL SEASON COST: \$1,400.00 per application**

2023: \$1410.50

**\*\*\* Friendly Reminder: Our work can't start until your Spring Clean up of your yard has been completed.**

Please sign, date and return Signature: \_\_\_\_\_ Date \_\_\_\_\_

Kevin Filan, President Signature: [Signature] Date 2-27-24

" A contract shall be canceled by the property owner upon the sale of the property that is subject of the contract. To cancel the contract the property owner shall notify the commercial application company that the property owner is canceling the contract " Minnesota Consumer Protection 325f.245 Subd.5.

## Portable rest room pricing

Leah Budde <leahb@rentnsave.net>

Wed 2/28/2024 6:59 PM

City Mailbox <admin@ci.morristown.mn.us>

Ellen,

Thanks for your call today.

Our pricing is the same as last year:

Handicaps \$140.00 per month

Standard rest rooms \$75.00 per month

Let me know if you have any questions.

--

Leah Budde

Rent N Save Portable Services

504 Wilson Ave

Faribault, MN 55021

P: 507-625-7521