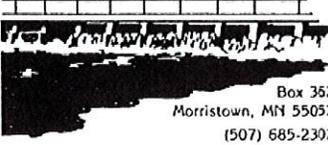


City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



MORRISTOWN CITY COUNCIL MEETING AGENDA Regular Meeting 7:00 p.m. Public Hearing 7:05 p.m. (Ordinance Violation) Monday, March 6, 2023

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Additions/Corrections to Agenda:**
4. **Comments and Suggestions from Citizens Present:**
5. **Consent Agenda:** - These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event, the item will be removed from the Consent Agenda and placed elsewhere on the agenda.
 - A. Police Report – February 2023 – Sent in separate email
 - B. Fire Department Report – February 2023
 - C. Public Works Report – February 2023
 - D. City Council Meeting Minutes – Regular Meeting 2/6/2023
 - E. Zoning Board Meeting Minutes – Regular Meeting 2/16/2023
 - F. Financial Reports – 2/28/23 – to come in separate email
 - G. Check Summary – 2/1/23 through 2/28/23
 - H. Water Bill Delinquency Report

Public Hearing - Ordinance Violation

6. **Unfinished Business:**
 - A. 304 Division St N – Excessive vehicles on property
 - B. Revised Sheriff's Contract Wording – Fines and Forfeitures
 - C. Ordinance 2023-4 – Impoundment
7. **New Business:**
 - A. Bucs Night Out – Approval List
 - i. Approval for Raffles/Bingo under Lions Club License
 - ii. Approval MN Original Brat Dog in Parking for food 10-3
 - iii. Approval Food Truck Permit Waiver
 - iv. Approval Hall Rental Fee Waiver as part of 501C3
 - B. Peddler's License Approval for Fireman's Dance – Randy Splett
 - C. Consulting Agreement for Ralph Barney
 - D. Resolution 2023-7 – Approving Donation from Commercial Club
 - E. Update Personnel Policy to include new PTO accrual
 - F. Re-label Council/Township Chambers
 - G. Install Card Readers at Community Center
 - H. City-wide Garbage Pickup
 - I. Porta Potty's at Parks – Vendor
 - J. Spring Open Burning – Set Date (April 1- May 15, hours of 6 pm-12 noon with no permit required)
8. **Correspondence and Announcements**
 - A. Archambault's garbage cans to be out by 7am each Friday
9. **Council Discussion and Concerns:**
10. **Adjournment:**
11. **Next Meeting:** Monday, April 3, 2023 – 7:00 p.m.

Morristown Fire Department Monthly Report – October2022

2-2-23	Carbon Monoxide	Fairfax Trail
2-8-23	Medical	Falcon Way
2-11-23	Medical	233 rd St W
2-13-23	Medical	Threun
2-18-23	Medical	Main St
2-19-23	Medical	Kent
2-19-23	Medical	Kent
2-20-23	Medical	Morristown Blvd
2-21-23	Medical	260 th St W
2-24-23	Medical	233 rd St W
2-24-23	Medical	233 rd St W
2-25-23	Medical	233 rd St W
2-26-23	Medical	2 nd St SW
2-28-23	Medical	Indus Way

Training: Don/Doffing, New Stair Chair

Department Update: New turnout gear is mostly into service, still waiting on boots

Items for discussion:

None

Public Works Council Report

February 2023

GENERAL

- Vehicle maintenance and cleaning
- Shop cleaning
- Prepping equipment for spring
- Continue daily, weekly, monthly preventative maintenance

WATER

- Daily, weekly and monthly checks
- Preventative maintenance
- Daily cleaning

WASTEWATER

- Daily, weekly and monthly checks
- Preventative maintenance

STREETS

- Continued snow removal
- Corner cleaning
- Hydrant clean-up

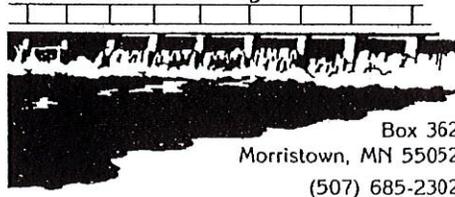
PARKS/COMPOST

- N/A closed for season

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



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

MORRISTOWN CITY COUNCIL MEETING MINUTES

Regular Meeting 7:00 p.m.

Monday, February 6, 2023

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

Others Present: Ellen Judd (City Administrator), Connie Medeiros (City Clerk), Travis Mullenmeister (Public Works); Bruce Morris (Fire Department), Jesse Thomas (County Sheriff), Dennis Luebbe (Rice County Road Project), Jack Schwichtenberg, John Schlie, Michael Schumacher, Sharon Krenik, Eiden Eklund, Rick Vollbrecht, Ralph Barney, Jeff Jandro

1. **Call to Order:** Mayor Tony Lindahl called the meeting to order of the Morristown City Council on Monday, February 6, 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:** None,
4. **Comments and Suggestions from Citizens Present:** Rick Vollbrecht discussed his frustration at the Public Works plowing done in front of his driveway and that his trailer was damaged. He spoke with the County Sheriff's office about the situation. He is not happy that on two occasions his trailer was damaged due to plowing and ice removal. Mayor stated that he was certain that the damage was not done intentionally. Mr. Vollbrecht stated he will be filing a formal complaint.
5. **Consent Agenda:** These items are considered to be routine and will be approved by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event, the item will be removed from the Consent Agenda and placed elsewhere on the agenda.
 - A. Police Report – January 2023
 - B. Fire Department Report – January 2023
 - C. Public Works Report – January 2023
 - D. City Council Meeting Minutes – Regular Meeting 1/3/2023
 - E. Zoning Board Meeting Minutes – Regular Meeting 1/19/2023
 - F. Financial Reports
 - G. Claims and Accounts – 1/1/23 through 1/31/23

Motion by Gregor, seconded by Murphy and was carried unanimously to approve the Consent Agenda.
6. **Unfinished Business:**
 - A. Gordy Adams Utility Billing Payment Plan – \$60 plus his current bill. *Mr. Adams will sign payment plan at City Hall this week.*
 - B. Ordinance Violation Letter, 106 Division St. S – *Snow removal from sidewalk, resident has complied*
 - C. Violation Letter, 304 Division St. N – Excessive vehicles on property. *Motion by Murphy, seconded by Gregor and carried unanimously to levy a \$100.00 citation on property owner. Property owner will be informed of an Ordinance Violation hearing for March 6, 2023, to discuss remedy of excessive vehicles on property.*
7. **New Business:**
 - A. County Road Project Update – Dennis Luebbe presented an update of the county's road project. He stated that the prices went up 30% and that the project may not commence as previously scheduled but be pushed back a year. The county is still planning on upgrading Hgwy 60 to Franklin. Mr. Luebbe also discussed the need to speak to SEH and find out of any sewer or water lines that may need upgrading before county's work begins. Franklin to Bloomer was also discussed with the county's plans to include a sidewalk on the existing plans to connect to all existing city sidewalks. Mayor inquired that because of costs would a path/trail on Bloomer to Dollar General be more feasible. There is a major concern with the number of people who walk to Dollar General and the hazard of not having a sidewalk and/or pathway. Mr. Luebbe stated that the county will work closely with the city. Also discussed is the intersection of Franklin and 2nd that has no right of way clearly marked. There have been numerous complaints. Council will discuss further in the coming months remedies.
 - B. Mini Storage & Solar Panels – Jeff Jandro discussed his plans for the storage facility and also plans for areas of the property. He will blacktop portions of the property around the storage facility. He is also looking into a five acre

- solar farm on portion of property in the far back. He mainly gave an update as to his thoughts on what to do with the remaining portions of the property outside from the storage facility. He wants to work with the council on ideas.
- C. SEH Service Agreement: *Motion by Golombeski, seconded by Caldwell and was carried unanimously to approve the SEH Service Agreement.*
 - D. Snow Plowing Procedures – Public Works is usually first out on streets during snowstorms. Snow plowing is going as expected. Clean up of built-up snow and ice is current being done.
 - E. Emergency Maintenance Position – *Motion by Murphy, seconded by Caldwell and carried unanimously to approve the hiring of Ralph Barney and Val Krugar for emergency maintenance at the payrate of \$20.00 for weekend rounds and any help T. Mullenmeister may need during J. West's absence.*
 - F. Add Martin Luther King Jr. Day as a holiday: *Motion by Murphy, seconded by Gregor and was carried unanimously to approve adding the Federal holiday Martin Luther King Jr. Day to City's holiday calendar and amending Employee Handbook to reflect the addition.*
 - G. Use of Great Hall – Omega Polar Plunge is scheduled for Sunday, February 26th. The Cannon Valley Play is scheduled for Friday, March 3rd and Saturday, March 4th. *Motion by Murphy, seconded by Gregor and carried unanimously to approve the Great Hall for the Cannon Valley play and Polar Plunge with the inclusion of a \$500 damage deposit and payment for water.*
 - H. Resolution 2023-6 Accepting Donations from Fire Relief Association – *Motion by Caldwell, seconded by Gregor and carried unanimously to accept Resolution 2023-6 Accepting Donations from the Fire Relief Association with the exception of the \$4,000.00 donation for the Bouncing House. Also, add Centennial Park to the Nordmeirer Field donation.*
 - I. Delinquency Report – Report was presented at meeting. Council/Mayor directed delinquent letters be sent out immediately.
 - J. Administrator Report – E. Judd presented Administrator's report.
 - * Sewer service is broken underneath road at 408 3rd St., E. City is responsible. T. Dahle suggests waiting until spring to fix.
 - * Playground vandalism – City will submit damages total including all work and supplies used to clean up vandalism.
 - * J. West workmen's comp has been submitted. Waiting for doctor's evaluation on light duty return.
 - * Banyon software is up and running.
 - * Special meeting is scheduled for 2/15/2023 on results of City audit.
 - K. Parking Signs – Council directed Public Works to order 18x12 Red/White Reflective signs "Public Parking 18 Hour Limit" along with 6x12 reflective "Violators will be towed at owner's expense". 18 hour parking limit sign will also be placed in ally behind Morris Mart.
 - L. Ordinance, Impoundment – *Motion by Murphy, seconded by Golombeski and carried unanimously to post Ordinance Amending Morristown City Code §71.09 at City Hall, Post Office and on the City of Morristown website.*
8. **Correspondence and Announcements:** B. Morris (Fire Department) stated that the Fire Department's turnout gear has been received and is all set. All old turnout gear will be disposed of – some firefighters will keep their old gear as keepsakes.
 9. **Council Discussion and Concerns:** Murphy addressed Mullenmeister with respect to monthly/weekly reporting on what has/is done and suggested maybe a standardized sheet/calendar of monthly/weekly activities/jobs to be completed on a regular basis. Mullenmeister stated that he has been turning in weekly sheets of completed project/jobs that are completed. Manhole on 3rd needs to be check every week.
 10. **Adjournment:** *Motion by Murphy, seconded by Gregor and carried unanimously to adjourn the Morristown City Council meeting at 8:30 p.m.*
 11. **Next Meeting:** Monday, March 6, 2023 – 7:00 p.m.

Tony Lindahl, Mayor

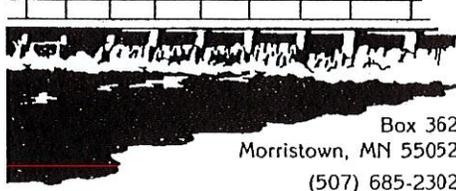
Attest:

Connie Medeiros, City Clerk

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

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

MORRISTOWN ZONING BOARD MEETING MINUTES Regular Meeting 7:00 p.m. Thursday, February 16, 2023

Members Present: Jim Lonergan, Kurt Wolf, Faye Golombeski

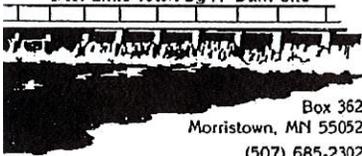
Others Present: Connie Medeiros (City Clerk), Ralph Barney (Zoning Administrator)

Call to Order: The Morristown Zoning Board regular meeting was called to order at 7:00 p.m. by Lonergan on Thursday, February 16, 2023, in the Council Chambers in City Hall, at 402 Division Street S., Morristown, MN 55052.

1. **Additions/Corrections to Agenda:** None
2. **Additions/Corrections of Meeting Minutes:** *Motion by F. Golombeski, seconded by K. Wolf and was carried unanimously to accept January 19, 2023, meeting minutes.*
3. **Report Council Action Taken at Last Meeting:** None
4. **Requests to be Heard:** None
5. **Old/Unfinished Business:** It was discussed that the Board should look at the Zoning Codes. There are codes in multiple places with conflicting meanings.
6. **New Business:** No discussion.
7. **Zoning Administrator's Report:** None.
8. **Board Discussion and Concerns:** Board discussed the clean up and close out of the 2022 permits. R. Barney will coordinate with C. Medeiros to clean up and close all (completed projects) permits.
9. **Adjournment:** *Motion by K. Wolf, seconded by F. Golombeski and was carried unanimously to adjourn the Thursday, January 19, 2023, Zoning Board monthly meeting at 7:45 p.m.*
10. **Next Regular Meeting:** Thursday, March 16, 2023, at 7:00 p.m.

Connie Medeiros
City Clerk/Treasurer

Best Little Town By A "Dam Site"



*Check Summary Register©

February 2023

Name	Check Date	Check Amt	
10100 CHECKING			
19e	The Lincoln National Life Ins.	2/14/2023	\$13.80 Life Insurance for 02/01/23-02/28/23
20e	CenterPoint Energy	2/14/2023	\$1,121.24 12/30/2022 - 2/1/2023 Gas Utilities. Acct#1058
21e	CenterPoint Energy	2/14/2023	\$3,241.28 12/02/22-2/1/23 Gas Utilities. Acct#800009066
24e	EFTPS - Direct	2/21/2023	\$1,730.84 Payroll 12/23/23 Federal Withholding
25e	PERA	2/21/2023	\$958.27 Payroll 2/23/23 PERA
26e	MN Department of Revenue	2/21/2023	\$486.10 Wage Levy
27e	EO JOHNSON CO INC	2/28/2023	\$108.00 Toshiba Coverage 2/13/23-3/12/23
28e	Xcel Energy	2/28/2023	\$3,543.60 1/11/23-2/12/23 Electricity for Acct#51-449477
29e	Xcel Energy	2/28/2023	\$350.90 1/11/23-2/12/23 Electricity for Acct#51-001091
30e	MN Department of Revenue	3/1/2023	\$1,001.35 January State Withholding
34e	EFTPS - Direct	3/1/2023	\$2,497.12 Payroll 2/9/23 Federal Withholding
35e	PERA	3/1/2023	\$1,588.65 Payroll 2/9/23 PERA
36e	MN Department of Revenue	3/1/2023	\$594.62 Wage Levy
37e	MN Department of Revenue	3/1/2023	\$698.00 January 2023 Sales & Use Tax Return
38e	Minnesota Unemployment Insuran	3/1/2023	\$7,153.98 Unemployment Benefits for Duban, Schlie, Min
36212	JOANN VERDEV	2/15/2023	\$15.96 Reimbursement on overpayment of water bill -
36213	Archambault Brothers, Inc.	2/15/2023	\$5,592.08 January Trash Removal
36214	Arnold's of Mankato, Inc.	2/15/2023	\$365.50 Skidloader Supplies
36215	Bevcomm	2/15/2023	\$1,229.03 City Hall Phone #2909
36216	BHE Community Solar, LLC	2/15/2023	\$977.33 Electricity at 404 Division St S
36217	BHE Community Solar, LLC	2/15/2023	\$2,108.49 Electricity at 404 Division St S
36218	CASH	2/15/2023	\$173.40 Petty Cash
36219	Community Co-Op Oil Assn.	2/15/2023	\$1,519.25 Fuel for January 2022 Acct# 319870
36220	Community Co-Op Oil Assn.	2/15/2023	\$107.05 Fuel for January Acct#620143
36221	Dahle Enterprises Morristown	2/15/2023	\$842.72 Water Line Repair for Jodi Winkleman, to be a
36222	Eckberg Lammers	2/15/2023	\$400.00 Prosecution Services for January
36223	Faribault Fleet Supply	2/15/2023	\$233.44 Public Works Supplies
36224	JACOB JANNI	2/15/2023	\$72.99 Reimbursement on overpayment of water bill (
36225	Minnesota State Fire Chiefs As	2/15/2023	\$520.00 Membership renewal for 8 firefighters
36226	RICE COUNTY	2/15/2023	\$216.00 2023 Special Assessment Annual Maintenance
36227	Securitas Electronic Security,	2/15/2023	\$75.60 Monitoring Services 2/1/2023-4/30/2023
36228	Short Elliot Hendrickson, Inc	2/15/2023	\$4,938.26 Morristown Wasterwater Treat Facility
36229	ServiceMaster	2/15/2023	\$5,899.00 Commercial Floor Cleaning - Great Hall
36230	Sirek's Hydraulic Service Inc	2/15/2023	\$697.49 Repair of Plow Truck's Wing Cylinder
36231	Team Lab	2/15/2023	\$636.50 Super Bugs
36232	Utility Consultants, Inc	2/15/2023	\$1,165.64 Weekly Sewer Samples
36233	Verizon Wireless	2/15/2023	\$112.32 Skywarn Tablet #1
36234	Custom Alarm	2/15/2023	\$152.19 Historical Society Intrusion/Fire Monitoring 3/1/
36235	Hawkins, Inc.	2/15/2023	\$70.00 Water Tower Chemicals
36236	NAPA - Twin Lakes Auto Parts I	2/15/2023	\$1,009.22 Public Works Supplies
36237	Waseca Glass LLC	2/15/2023	\$239.62 Replace window in captain's office
36241	All About Signs, LLC	2/28/2023	\$540.00 Golf cart permit stickers
36242	Clearway Community Solar LLC	2/28/2023	\$343.33 75 Verdev Dr: WWTP
36243	Corporate Payment Systems	2/28/2023	\$1,018.14 Utility Bill Postage
36244	EO JOHNSON CO INC	2/28/2023	\$13.45 Toshiba Print Usage
36245	League of Minnesota Cities	2/28/2023	\$1,756.88 MMUA Safety Training for 2022
36246	Minnesota Department of Health	2/28/2023	\$722.00 Service Connection Fee for period 1/1/23-3/31/
36247	Smith, Tollefson, Rahrck & Ca	2/28/2023	\$2,766.40 City Attorney for 10/1/22-12/31/22
36248	Timm's Trucking & Excavating	2/28/2023	\$5,393.50 Snow Removal
Total Checks			\$67,010.53

Water/Sewer/Trash Accounts - Over 30 Days Delinquent 3/6/2023

Name	Address	Balance	Cur Charges	Overdue	Notes
Bracken, Chris	205 Main St., W	\$652.66	\$118.52	\$346.45	
Chmelik, Johnathan	300 Division St., S	\$396.40	\$103.08	\$293.32	
Dugstad, Nathan	204 Division St., N	\$160.16	\$110.16	\$50.00	
EMSOCS	400 2nd St., SW	\$240.92	\$90.62	\$150.30	Mail: PO Box 64894, St. Paul, MN 55164
Hauser, Ken	101 Main St., E	\$576.70	\$156.15	\$420.55	Mail: PO Box 306
Krenik, John	202 Division St., N	\$472.04	\$125.59	\$346.45	
Langer, Aaron	307 Sidney St., W	\$274.88	\$112.54	\$162.34	
Meier, Bobbie	106 Main St., W	\$106.79	\$94.41	\$12.38	
Nielson, Kristina	202 Franklin St., W	\$102.59	\$52.59	\$50.00	
O'Rourke, Patrick	402 Sidney St., W	\$224.41	\$89.21	\$135.20	
Ponder, Andrea	103 3rd St., NW	\$271.89	\$138.27	\$133.62	
Schiell, Ryan	303 2nd St., NE	\$330.13	\$151.76	\$178.37	
Severson, Jordan	105 2nd St., SE	\$197.13	\$79.97	\$122.16	
U.S. Post Office	104 Division St., S	\$150.38	\$58.46	\$91.92	

Sheriff's Contract

Mark Rahrick <Mark@owatonnalaw.com>

Wed 2/22/2023 8:12 AM

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

 1 attachments (83 KB)

Morristown Contract 2023 through 2028 - FINAL.doc;

Ellen,

We have a final version of the sheriff's contract worked out. See attached.

The issue was Section IX. Paragraph A originally stated that fines were disposed of in accordance with state statutes and rules. Paragraph B provided that fines for violations within the city are remitted to the city. Paragraph C dealt with forfeitures. At the very least, Paragraphs A and B conflicted.

The new paragraphs reference Exhibit A, and that exhibit provides for an allocation of fines of 2/3 to the city and 1/3 to the county (except for felony drug fines). Vicki Sorento with the county attorney's office states that this is how the city and county have historically split the fines. I have no personal knowledge of this, but if that's accurate, then we should be ready to sign.

Let me know if you have any questions.

Mark J. Rahrick
Smith, Tollefson, Rahrick & Cass
108 West Park Square, Suite A
P.O. Box 271
Owatonna, MN 55060
Phone: (507) 451-6540
Fax: (507) 451-1846
E-mail: mark@owatonnalaw.com

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**AGREEMENT
LAW ENFORCEMENT SERVICES**

- 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 July 1, 2023, and continuing on each and every 1st day of January, April, July, and October through May 31, 2028. The County shall provide the City with a written proposal for the cost of a subsequent two, three, four or five year term no later than January 31, 2028.
- C. No later than April 1, 2028, 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 April 01, 2028 then the contract shall automatically expire May 31, 2028.
- D. In the event a new term is not negotiated as of March 1, 2028, 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. Prosecutions for violations of state statutes or County Ordinances 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 shall be allocated and remitted in accordance with the attached Exhibit A.

**AGREEMENT
LAW ENFORCEMENT SERVICES**

- 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 as set forth in the attached Exhibit A.

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 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.

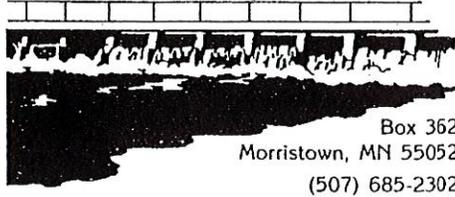
XII. GENERAL PROVISIONS

- 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

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

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Box 362

Morristown, MN 55052

(507) 685-2302

ORDINANCE 2023-4

AN ORDINANCE AMENDING SECTION 71.09 OF THE MORRISTOWN CITY CODE

THE CITY COUNCIL OF THE CITY OF MORRISTOWN DOES ORDAIN:

Morristown City Code § 71.09, entitled, "IMPOUNDMENT", is hereby amended as follows
(additions are underlined):

"§ 71.09 IMPOUNDMENT.

The City Administrator, the City Council, or any police officer may order the removal of a vehicle from a street to a garage or other place of safety when the vehicle is left unattended and constitutes an obstruction to traffic or hinders snow removal, street improvements or maintenance operations. The vehicle shall not be released until the fees for towing and storage are paid in addition to any fine imposed for violation of this chapter. Any fines imposed by the City or fees or charges incurred by the City may be collected as assessments against real property within the City owned by the owner of the vehicle, so long as the location of the vehicle prior to its removal abutted said real property."

Passed and adopted this __6th__ day of _____ March _____, 2023, with the following vote: Aye __ ;
Nay __ ; Abstain __ .

TONY LINDAHL
Mayor

ATTEST:

CONNIE MEDEIROS
City Clerk/Treasurer

CONSULTING AGREEMENT

PARTIES

This Consultation Agreement (hereinafter referred to as the “Agreement”) is entered into on March 6, 2023 (the “Effective Date”, by and between Ralph Barney, with an address of 52 Charlotte St., Morristown, MN 55052 (hereinafter referred to as the “Consultant”), and the City of Morristown, with an address of 402 Division St., S, Morristown, MN 55052 (hereinafter referred to as the “Client”) (collectively referred to as the “Parties”).

CONSIDERATION

The Parties agree that the Consultant will provide services attached hereunto, whereas the Client will in return provide compensation for such services and expertise.

SERVICES

The consultant’s services are summarized below:

Phone calls, emails, committee meetings, bonding bills/grants at the legislative branch sessions conducted at the State of Minnesota House of Representatives at 100 Rev Dr Martin Luther King Jr Boulevard., St Paul, MN 55155 and the Senate Office building at 95 University Avenue, St. Paul, MN 55155. Lobbying for future projects and grants as authorized by City of Morristown City Council.

RETAINER

A fee of \$1,000.00 will be invoiced to the Client by the Consultant on the first day of every month for all the services provided and performed. This fee includes gas, mileage and parking. No other expenses will be the responsibility of the Client.

TERM

This Agreement shall be effective on the date of signing this Agreement (hereinafter referred to as the “Effective Date”) and will end on May 31, 2023.

Upon the end of the term of the Agreement, this Agreement will not be automatically renewed for a new term.

TERMINATION

This Agreement may be terminated in case the following occurs:

1. Immediately in the case of one of the Parties breaches this Agreement.
2. At any given time by providing a written notice to the other party 5 days prior to terminating the Agreement.

RELATIONSHIP BETWEEN THE PARTIES

Hereby, the Parties agree that the Consultant in this Agreement is an independent contractor whereby the Consultant provides the services hereunder and acts as an independent contractor.

Under no circumstances shall the Consultant be considered an employee.

Whereas this Agreement does not create any other partnership between the Parties.

EXCLUSIVITY

The Parties agree and understand that this Agreement is not exclusive and the Parties are entitled to enter into other similar agreements with other parties.

OWNERSHIP

The Parties agree that all work created by the Consultant in terms of his performing the services will remain exclusive property of the Client, who can use it without restrictions.

CONFIDENTIALITY

All terms and conditions of this Agreement and any materials provided during the term of this Agreement must be kept confidential by the Consultant, unless the disclosure is required pursuant to process of law.

Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden with the prior consent of the Client.

DISPUTE RESOLUTION

A dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to arbitration/mediation/negotiation, in accordance with, and subject to the laws of State of Minnesota.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

SEVERABILITY

In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade consistent with any of the terms hereof.

AMEMDMENTS

The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement.

SIGNATURE AND DATE

The Parties hereby agree to the terms and conditions set for in this Agreement and such is demonstrated throughout the signatures below:

CLIENT

CONSULTANT

By: _____
Tony Lindahl, Mayor
City of Morristown

By: _____
Ralph Barney

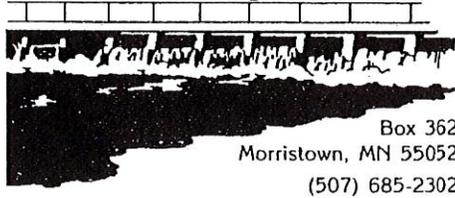
Date: _____

Date: _____

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



RESOLUTION 2023-7 A RESOLUTION ACCEPTING A DONATION

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

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

<u>Name of Donor</u>	<u>Donation</u>
Morristown Commercial Club	\$2,949.50

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

<u>Designated to</u>	<u>Amount</u>
Pay half of ServiceMaster floor restoration	\$2,949.50

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

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

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

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

Approved:

Attested:

Mayor, Tony Lindahl

City Clerk, Connie Medeiros

Personal Time Off (PTO)

The following would be a schedule of PTO in a year. An employee could carry over 120 hours of PTO per year.

Years of Service	PTO
0-3 years 12 hours per month	144 hours 18 days
4-8 years 15.33 hours per month	184 hours 23 days
9-14 years 18.66 hours per month	224 hours 28 days

↑15 via 1/3 meeting
+3 HRS
+3 HRS

Eligibility

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

Accrual Rate

For the purpose of determining an employee's PTO accrual rate, years of service will include all continuous time that the employee has worked at the city (including authorized unpaid leave). Employees who are rehired after terminating city employment will not receive credit for their prior service unless specifically negotiated at the time of hire.

Earnings and Use

After six months of service or approval by the City Administrator, PTO may be used as it is earned, subject to approval by the City Administrator and/or appointed department council member.

An employee will not earn any PTO for any pay period unless he/she is employed by the city on the last scheduled work day of the pay period. Requests for PTO must be received at least forty-eight (48) hours in advance of the requested time off. This notice may be waived at the discretion of the appointed department council member or, in their absence, the Mayor. PTO can be requested in increments as small as .25 hours up to the total amount of the accrued leave balance. PTO is to be used only by the employee who accumulated it. It cannot be transferred to another employee.

Employees may accrue leave up to a maximum of 120 PTO Hours. No PTO will be allowed to accrue in excess of this amount without the approval of the City Council. PTO cannot be converted into cash payments except at termination.

FETTE ELECTRONICS
 205 CENTRAL AVE N
 FARIBAULT, MN 55021
 507-334-3412

INVOICE	Date	Number
	11/16/2022	0970

TERMS NET 30

City of Morristown
 PO Box 362
 Morristown, MN 55052

RECEIVED Acct#
 NOV 21 2022
 By:

RG6950
Service Address
City of Morristown 402 Division St S Morristown, MN 55052

Quan	Item	Description	Price	Tax %	Amount
1	MISC	MPA-1002u-MPS 2 Door Access control	\$1,500.00		\$1,500.00
1	MISC	Altronix AI400ULACm access power	\$425.00		\$425.00
2	MISC	5355AGK00 prox pro with keypad	\$500.00		\$1,000.00
1	MISC	Wire and hardware	\$150.00		\$150.00
1	MISC	Single Winpak 4.9XE Software controller	\$2,200.00		\$2,200.00
1	MISC	Magic Card Duo 300 printer	\$1,899.00		\$1,899.00
2	MISC	HU-1386PK25 cards (pack of 25)	\$150.00		\$300.00
1	MISC	Install and program system Fire Hall Access System	\$1,600.00		\$1,600.00

SUB-TOTAL \$9,074.00
 SALES TAX \$0.00
 INVOICE TOTAL \$9,074.00

1.5% INTEREST PER MONTH CHARGE ON ALL ACCOUNTS MORE THAN 30 DAYS PAST DUE. THIS IS AN ANNUAL PERCENTAGE RATE OF 18% PER YEAR WE APPRECIATE YOUR BUSINESS

TOTAL DUE \$9,074.00

Detach Here

City of Morristown
 PO Box 362
 Morristown, MN 55052

Account Number	RG6950
Invoice Number	0970
Amount Due	\$9,074.00
Amount Paid	
Please use the comment section on the back of this return stub for any comments you would like to share with us. Thank you. WE APPRECIATE YOUR BUSINESS!	

FETTE ELECTRONICS
 205 CENTRAL AVE N
 FARIBAULT, MN 55021

OK TO PAY FIRE HALL FUND