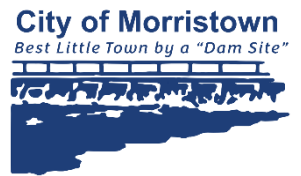


MORRISTOWN CITY COUNCIL MEETING AGENDA

Regular Meeting, 7:00 p.m.

Tuesday, September 2, 2025

Work Session to follow



-
1. Call to Order:
 2. Pledge of Allegiance:
 3. Additions/Corrections:
 4. Citizens Comments: *Need to sign up prior to meeting*
-
5. Consent Agenda:
 - A. Police Report August 2025 – to come in separate email
 - B. Fire Department Report August 2025
 - C. Public Works Report August 2025
 - D. City Council Minutes Regular Meeting 8/4/2025
 - E. Zoning Board Minutes Regular Meeting 8/21/2025
 - F. Financial Reports August 2025 – to come in separate email
 - G. Claims & Accounts August 2025
 - H. Sheriff's Contract 40-Hour Contract with Rice County
 - I. Ordinance 2025-4 Chapter 112 Amendment – Tobacco
 - J. Resolution 2025-25 Summary Publication for Ordinance 2025-4
 - K. Ordinance 2025-5 Section 71.04 Amendment – Snow Emergency
 - L. Resolution 2025-26 Proposed Property Tax Levy
 - M. TNT Hearing Set TNT Hearing Date
 - N. Missed Lot Determination of Funds
 - O. Great Hall Commercial Club requesting use of Great Hall for Trunk-or-Treat & Christmas Drawing
 - P. Job Posting Post for Event Set-up Position
-
6. **UNFINISHED BUSINESS:**
-
7. **NEW BUSINESS:**
 - A. Relief Audit Tim Boese to present the Audit for the Fire Relief
 - B. Garbage Contract for Garbage Services
Archambault's will be present to answer questions
-
8. **CORRESPONDENCE & ANNOUNCEMENTS:**
 - A. Event Trunk-or-Treat will be held on October 31st, 2025, at the Community Center
 - B. Event Christmas Drawing will be held on December 13th, 2025, at the Community Center
-
9. **COUNCIL DISCUSSION & CONCERNS:**
 10. **ADJOURNMENT:**
 11. **NEXT MEETING:** Work Session to follow this Council Meeting
Regular Council Meeting: Monday, October 6, 2025 – 7:00 p.m.

MORRISTOWN CITY COUNCIL MEETING AGENDA

Regular Meeting, 7:00 p.m.

Monday, August 4, 2025

HEARING, 7:00 p.m. OR SOON THEREAFTER (Abate Public Nuisance)

HEARING, 7:00 p.m. OR SOON THEREAFTER (Tobacco Violation)

Members Present – Tim Flaten (Mayor), Leon Gregor, Joe Caldwell, Val Kruger, Anna Nusbaum

Others Present – Ellen Judd (City Administrator), Cassie Eldeen (City Clerk), Mark Rahrack, Kyle Green, Lee Istvanovich, Mike Mallow, Ernie DeMars, Niki Preuss, Nick Preuss, John Hiller, Mark Winter, Pam Petersen, Josh Malecha, Tony Lindahl, Steve Nordmeier, Adam Hackney

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|----|------------------------|--|
| 1. | Call to Order: 7:02 | A regular meeting of the Morristown City Council was called to order on Monday, August 4 th , 2025, at 7:02 p.m. in the Community Hall at 402 Division Street South by Mayor Tim Flaten. |
| 2. | Pledge of Allegiance: | The Pledge of Allegiance was recited. |
| 3. | Additions/Corrections: | Move to 6A, then 7A to hold public hearings. Remove item 7C. Motion by Gregor, seconded by Kruger, and carried unanimously to accept additions/corrections. |
| 4. | Citizens Comments: | Mark Winter, new WEM Superintendent, came to introduce himself. Caldwell asked if he had a timeline about future plans for the Morristown building. Winter stated that negotiations are in place with ISD 288 and contracts will go through around October/November. Mayor Flaten asked Mr. Winter to keep city officials in the loop. Mr. Winter stated that he will be in contact with the City of Morristown. Motion by Caldwell, seconded by Nusbaum to close regular meeting and open public hearing at 7:07. |
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|--|-----------------------|--|
| | HEARING | 204 Franklin St W. Property owner has been given notice to appear and be heard. Property owner is not present. Vote to approve order, served to owner, owner has time frame. Motion to approve moving forward with the process. Adopt the order to abate for the property. Motion by Nusbaum, seconded by Kruger to close the hearing and open the regular meeting at 7:12. Motion by Gregor, seconded by Kruger, and carried unanimously to adopt the Order to Abate Public Nuisance at 204 Franklin St. W. Motion by Gregor, seconded by Nusbaum, and carried unanimously to close regular meeting and open Appeal Hearing at 7:13 |
| | APPEAL HEARING | John Hiller, owner of Hiller's Last Call, came to speak about a Tobacco Violation at his establishment. He is not appealing the violation; he is appealing the fine amount. City of Morristown's Ordinance states \$75, State Statute states \$300, but his fine from Rice County was \$140. Motion by Gregor, seconded by Kruger, and carried unanimously to give a \$75 fine to follow City Ordinance. Motion by Nusbaum, seconded by Gregor, and carried unanimously to close the hearing and open up the regular meeting at 7:21. |
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| 5. | Consent Agenda: | Motion by Nusbaum, seconded by Kruger, and carried unanimously to approve consent agenda. |
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| 6. | UNFINISHED BUSINESS: | |
| A. | Sheriff's Contract | Continued discussion on Hours and Contract. Kruger stated he has been asked by some residents why we are doing anything when we don't know what is going to happen with the school. Recommend locking in the contract for one more year as Sheriff Thomas offered. |
-
- | | | |
|----|----------------------|---|
| 7. | NEW BUSINESS: | |
| A. | Sewer Service | Adam Hackney came to Council to Discuss Sewer Service Issue. – A year ago their sewer started backing up. Dahle Enterprises replaced his sewer service from the |

house to the sewer main. When digging, Dahle's found that the sewer service was separated at the sewer main, and that repair was directly under the watermain. He is asking if the city will pay for fix, due to it being from water main work 23 years ago. Discussion was had between council members on possible ordinance adjustments. Maybe make a policy that could make it more of a case-by-case basis. Judd to check with insurance company to see if they would cover anything.

8. **CORRESPONDENCE & ANNOUNCEMENTS:**

Fire Open House Fire Department will be hosting an open house/breakfast on August 16th National night out tomorrow night. Steve Nordmeier suggested to have paper copies of questionnaires available to residents. Clerk to have them ready.

9. **COUNCIL DISCUSSION & CONCERNS:** Lee with SEH went through status of project and what else is to be done. Caldwell would like to encourage the zoning board to re-look at the produce stand ordinance and propose a change.

10. **ADJOURNMENT:** Motion by Caldwell, seconded by Nusbaum, and carried unanimously to adjourn at 8:01 p.m.

11. **NEXT MEETING:** Tuesday, September 2, 2025 – 7:00 p.m.

MORRISTOWN ZONING BOARD MEETING MINUTES

Regular Meeting, 7:00 p.m.

Thursday, August 21st, 2025

Members Present: Jim Lonergan (Chair), Pamela Petersen, John Krenik, John Schlie, John Chmelik, Tony Lindahl
(Zoning Administrator)

Members Absent:

Others Present: Cassie Eldeen (City Clerk), Jim Hilpipre

-
1. Call to Order: The Morristown Zoning Board Meeting was called to order at 7:00pm by the Zoning Board Chair, Jim Lonergan, on August 21, 2025, in the Council Chambers at City Hall at 402 Division St S.
 2. Additions/Corrections:
 3. Approval of Minutes: Motion by Chmelik, seconded by Schlie and carried unanimously to approve minutes as written.
 4. Requests to be heard:
 5. Council Action at Last Meeting: City Clerk shared that at the August Council Meeting it was approved that the Zoning Administrator no longer has voting rights since the Zoning Board is full.
-
6. Unfinished Business:
 - A Jim Hilpipre Jim Hilpipre showed his plans for a shed and is thinking the 25' setback in the front won't be a problem, but is requesting it changed to 10' on the sides of the property. The Zoning Board let him know they are supportive of that plan, but he will need to go through the variance process. Motion by Krenik, seconded by Petersen, and carried unanimously to waive the variance process fee.
 - B Produce Stand Discussion on potential changes to Product Stand Ordinance. Board members will make their proposed changes and bring them to next month's meeting.
-
7. New Business:
-
8. **ZONING ADMINISTRATOR'S REPORT:**
 - A Open and closed permits were reviewed
 9. **BOARD DISCUSSION & CONCERNS:**
 10. **ADJOURNMENT:** Motion by Krenik, seconded by Chmelik and carried unanimously to adjourn the meeting at 7:37.
 11. **NEXT MEETING:** Thursday, September 18th, 2025 – 7:00 p.m.

Approved:

Attested:

City Clerk, Cassie Eldeen

Mayor, Tim Flaten

DRAFT

CITY OF MORRISTOWN CLAIMS AND ACCOUNTS

08/29/25 11:25 AM

Page 1

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
G General Ledger				
	G 100-21702 State Withholding	-\$510.53	Labor Distribution	
	G 601-10100 Cash	-\$1,730.22	Labor Distribution	
	G 100-21709 Medicare	-\$343.32	Labor Distribution	
	G 100-21704 PERA	-\$1,651.37	Labor Distribution	
	G 100-21703 FICA Tax Withholding	-\$1,468.00	Labor Distribution	
	G 100-21702 State Withholding	-\$500.18	Labor Distribution	
	G 100-21701 Federal Withholding	-\$966.14	Labor Distribution	
	G 100-10100 Cash	-\$3,013.89	Labor Distribution	
	G 602-10100 Cash	-\$3,984.43	Labor Distribution	
	G 601-10100 Cash	-\$1,735.92	Labor Distribution	
	G 100-21709 Medicare	-\$354.88	Labor Distribution	
	G 602-10100 Cash	-\$3,955.97	Labor Distribution	
	G 100-21703 FICA Tax Withholding	-\$1,517.50	Labor Distribution	
	G 100-21701 Federal Withholding	-\$980.80	Labor Distribution	
	G 100-10100 Cash	-\$3,297.48	Labor Distribution	
	G 100-21704 PERA	-\$1,707.25	Labor Distribution	
EFTPS - DIRECT	G 100-21709 Medicare	\$354.88	8.7.25 Payroll Federal Withholding	08/04/25
EFTPS - DIRECT	G 100-21703 FICA Tax Withholding	\$1,517.50	8.7.25 Payroll Federal Withholding	08/04/25
EFTPS - DIRECT	G 100-21701 Federal Withholding	\$980.80	8.7.25 Payroll Federal Withholding	08/04/25
MN DEPARTMENT OF REVENUE	G 100-21702 State Withholding	\$510.53	8.7.25 Payroll State Withholding	08/04/25
PERA	G 100-21704 PERA	\$1,707.24	8.7.25 Payroll PERA	08/04/25
EFTPS - DIRECT	G 100-21709 Medicare	\$343.32	8.21.25 Payroll Federal Withholding	08/21/25
EFTPS - DIRECT	G 100-21703 FICA Tax Withholding	\$1,468.00	8.21.25 Payroll Federal Withholding	08/21/25
EFTPS - DIRECT	G 100-21701 Federal Withholding	\$966.14	8.21.25 Payroll Federal Withholding	08/21/25
MN DEPARTMENT OF REVENUE	G 100-21702 State Withholding	\$500.18	8.21.25 Payroll State Withholding	08/21/25
PERA	G 100-21704 PERA	\$1,651.37	8.21.25 Payroll PERA	08/21/25
G General Ledger		-\$17,717.92		
-E Expenditure				
	E 602-49490-123 Medicare Benefit	\$50.18	Labor Distribution	
	E 100-41946-123 Medicare Benefit	\$1.83	Labor Distribution	
	E 100-41425-123 Medicare Benefit	\$26.91	Labor Distribution	
	E 100-41425-122 Social Security Benefit	\$115.07	Labor Distribution	
	E 100-41425-101 Wages and Salaries	\$1,856.00	Labor Distribution	
	E 100-41801-123 Medicare Benefit	\$34.24	Labor Distribution	
	E 100-41801-125 PERA Benefit	\$177.16	Labor Distribution	
	E 100-41941-101 Wages and Salaries	\$1,952.69	Labor Distribution	
	E 100-41941-105 Seasonal	\$847.02	Labor Distribution	
	E 100-41941-122 Social Security Benefit	\$173.59	Labor Distribution	

Check/Receipt
Date

Search Name	Account Descr	Amount	Comments	
	E 100-41941-123 Medicare Benefit	\$40.61	Labor Distribution	
	E 100-41941-125 PERA Benefit	\$206.73	Labor Distribution	
	E 100-41801-101 Wages and Salaries	\$2,362.08	Labor Distribution	
	E 100-41946-122 Social Security Benefit	\$7.82	Labor Distribution	
	E 100-41801-122 Social Security Benefit	\$146.44	Labor Distribution	
	E 602-49490-122 Social Security Benefit	\$214.53	Labor Distribution	
	E 602-49490-101 Wages and Salaries	\$3,460.22	Labor Distribution	
	E 601-49440-125 PERA Benefit	\$113.08	Labor Distribution	
	E 601-49440-123 Medicare Benefit	\$21.84	Labor Distribution	
	E 601-49440-122 Social Security Benefit	\$93.46	Labor Distribution	
	E 601-49440-101 Wages and Salaries	\$1,507.54	Labor Distribution	
	E 100-41948-125 PERA Benefit	\$9.47	Labor Distribution	
	E 100-41948-123 Medicare Benefit	\$1.83	Labor Distribution	
	E 100-41948-122 Social Security Benefit	\$7.83	Labor Distribution	
	E 100-41948-104 Janitorial	\$126.23	Labor Distribution	
	E 100-41946-125 PERA Benefit	\$9.46	Labor Distribution	
	E 100-41946-104 Janitorial	\$126.22	Labor Distribution	
	E 602-49490-101 Wages and Salaries	\$3,435.47	Labor Distribution	
	E 100-41425-101 Wages and Salaries	\$1,856.00	Labor Distribution	
	E 100-41425-122 Social Security Benefit	\$115.07	Labor Distribution	
	E 100-41425-123 Medicare Benefit	\$26.91	Labor Distribution	
	E 100-41425-125 PERA Benefit	\$139.20	Labor Distribution	
	E 100-41801-101 Wages and Salaries	\$2,362.08	Labor Distribution	
	E 100-41801-122 Social Security Benefit	\$146.45	Labor Distribution	
	E 602-49490-125 PERA Benefit	\$257.65	Labor Distribution	
	E 100-41425-125 PERA Benefit	\$139.21	Labor Distribution	
	E 602-49490-122 Social Security Benefit	\$213.02	Labor Distribution	
	E 602-49490-125 PERA Benefit	\$259.50	Labor Distribution	
	E 100-41941-105 Seasonal	\$749.69	Labor Distribution	
	E 100-41801-123 Medicare Benefit	\$34.24	Labor Distribution	
	E 602-49490-123 Medicare Benefit	\$49.83	Labor Distribution	
	E 100-41941-101 Wages and Salaries	\$1,932.92	Labor Distribution	
	E 601-49440-125 PERA Benefit	\$112.70	Labor Distribution	
	E 100-41941-122 Social Security Benefit	\$166.33	Labor Distribution	
	E 100-41941-123 Medicare Benefit	\$38.91	Labor Distribution	
	E 100-41941-125 PERA Benefit	\$197.94	Labor Distribution	
	E 601-49440-101 Wages and Salaries	\$1,502.61	Labor Distribution	
	E 601-49440-122 Social Security Benefit	\$93.14	Labor Distribution	
	E 601-49440-123 Medicare Benefit	\$21.77	Labor Distribution	
	E 100-41801-125 PERA Benefit	\$177.16	Labor Distribution	
BEVCOMM	E 100-42502-320 Communication	\$10.96	August 2025, Communication	08/04/25
BEVCOMM	E 601-49440-320 Communication	\$263.15	August 2025, Communication	08/04/25

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
BEVCOMM	E 603-49520-320 Communication	\$98.68	August 2025, Communication	08/04/25
BEVCOMM	E 100-41948-320 Communication	\$285.09	August 2025, Communication	08/04/25
BEVCOMM	E 204-42210-320 Communication	\$98.68	August 2025, Communication	08/04/25
BEVCOMM	E 602-49490-320 Communication	\$263.15	August 2025, Communication	08/04/25
BEVCOMM	E 100-42110-320 Communication	\$76.75	August 2025, Communication	08/04/25
AMAZON BUSINESS	E 100-41946-215 Operating & Maintenance Supp	\$303.35	Garbage Bin, Locks, Tape, Wire Shelving, Shelving	08/05/25
AMAZON BUSINESS	E 602-49490-215 Operating & Maintenance Supp	\$754.07	Sewage Pump, Printer Ink, Hoist, Cleaning supplies	08/05/25
AMAZON BUSINESS	E 601-49440-215 Operating & Maintenance Supp	\$51.36	4 1" Water Meter Coupling	08/05/25
AMAZON BUSINESS	E 100-41948-200 Office Supplies	\$57.33	Copy Paper, HDMI adapter	08/05/25
AMAZON BUSINESS	E 100-41941-215 Operating & Maintenance Supp	\$93.94	Sign, Safety Glasses	08/05/25
BADGER METER	E 601-49440-302 WST Metering & Billing	\$182.62	July 2025 Cellular Service to Endpoints	08/05/25
BADGER METER	E 602-49490-302 WST Metering & Billing	\$182.62	July 2025 Cellular Service to Endpoints	08/05/25
BHE COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$559.90	June 2025 Electricity at 504 3rd St SE	08/05/25
BHE COMMUNITY SOLAR LLC	E 100-41941-380 Utility Services	\$192.94	June 2025 Electricity at 109 2nd St SW	08/05/25
BHE COMMUNITY SOLAR LLC	E 100-41946-380 Utility Services	\$409.29	June 2025 Electricity at 404 Division St S	08/05/25
BHE COMMUNITY SOLAR LLC	E 204-42210-380 Utility Services	\$192.94	June 2025 Electricity at 506 Division St S	08/05/25
BHE COMMUNITY SOLAR LLC	E 100-41948-380 Utility Services	\$409.30	June 2025 Electricity at 404 Division St S	08/05/25
BRANDENBURG PLUMBING	E 708-45202-300 Professional Services	\$494.72	Change water lines and water meter from 3/4" to 1"	08/05/25
COMMUNITY CO-OP OIL ASSN	E 100-41941-212 Motor Fuels	\$65.00	Fuel for July 2025: Acct# 319870	08/05/25
COMMUNITY CO-OP OIL ASSN	E 601-49440-212 Motor Fuels	\$129.99	Fuel for July 2025: Acct# 319870	08/05/25
COMMUNITY CO-OP OIL ASSN	E 602-49490-212 Motor Fuels	\$194.99	Fuel for July 2025: Acct# 319870	08/05/25
COMMUNITY CO-OP OIL ASSN	E 100-43101-212 Motor Fuels	\$194.99	Fuel for July 2025: Acct# 319870	08/05/25
COMMUNITY CO-OP OIL ASSN	E 100-45202-212 Motor Fuels	\$65.00	Fuel for July 2025: Acct# 319870	08/05/25
COMMUNITY CO-OP OIL ASSN	E 204-42210-212 Motor Fuels	\$184.14	Fuel for July 2025: Acct# 620143	08/05/25
DAHLE ENTERPRISES MORRISTOWN	E 100-49201-430 Miscellaneous	\$1,825.05	Washed Sand Delivered for Sandbags, Skidloader (FEM	08/05/25
ECKBERG LAMMERS	E 100-41610-304 Legal Fees	\$424.36	July 2025 Prosecution Services	08/05/25
ELAN CORPORATE PAYMENT SYSTEM	E 602-49490-202 Postage	\$70.32	1/3 of Postage for utility bills	08/05/25
ELAN CORPORATE PAYMENT SYSTEM	E 603-49520-202 Postage	\$70.32	1/3 of Postage for utility bills	08/05/25
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-202 Postage	\$70.34	1/3 of Postage for utility bills	08/05/25
FARIBAULT FLEET SUPPLY	E 100-45202-215 Operating & Maintenance Supp	\$24.99	Insect Killer	08/05/25
FARIBAULT FLEET SUPPLY	E 100-41110-101 Wages and Salaries	\$21.97	Parts for Weed Eater & Sprayer	08/05/25
FARIBAULT FLEET SUPPLY	E 602-49490-215 Operating & Maintenance Supp	\$88.72	Pipes, Gasket, Elbows	08/05/25
GOPHER STATE ONE CALL	E 601-49440-305 Locating Services	\$4.44	July 2025, 7 tickets	08/05/25
GOPHER STATE ONE CALL	E 602-49490-305 Locating Services	\$4.44	July 2025, 7 tickets	08/05/25
GOPHER STATE ONE CALL	E 100-43102-305 Locating Services	\$0.57	July 2025, 7 tickets	08/05/25
HOLTMEIER CONSTRUCTION	E 403-43101-400 Contractual	\$254,042.72	Pay App #6, 2024 Street Project	08/05/25
JOHNNY ON THE SPOT	E 100-45202-418 Rentals: Portable Rest Rooms	\$173.75	June, Portable Restrooms	08/05/25
LINCOLN NATIONAL LIFE INSURANCE	E 100-41941-130 Employer Paid Insurance	\$3.45	August 2025 Life Insurance	08/05/25
LINCOLN NATIONAL LIFE INSURANCE	E 100-41801-130 Employer Paid Insurance	\$3.45	August 2025 Life Insurance	08/05/25
LMC INSURANCE TRUST PC	E 100-41941-430 Miscellaneous	-\$250.00	LMC Deductible for Covenant 1003842	08/05/25
LMC INSURANCE TRUST PC	E 100-41941-430 Miscellaneous	\$250.00	LMC Deductible for Covenant 1003842	08/05/25
M & W BLACKTOPPING LLC	E 601-49440-300 Professional Services	\$1,800.00	Street Repair due to Water Main Repairs	08/05/25

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
M & W BLACKTOPPING LLC	E 100-43101-300 Professional Services	\$1,000.00	Misc. Street Repair: Bloomer, Division, Trailer Park, Ce	08/05/25
PEARSON BROS	E 701-43101-300 Professional Services	\$28,120.95	Seal Coat 2022 Street Project	08/05/25
RICE COUNTY HIGHWAY DEPARTMEN	E 100-43101-214 Sand and Salt	\$1,212.00	January-June 2025 Salt/sand mixture	08/05/25
RICE COUNTY SHERIFFS OFFICE	E 100-42110-307 Police Administration	\$39,372.65	May, June, July 2025, Law Enforcement Contract	08/05/25
SECURITAS ELECTRONIC SECURITY	E 204-42210-311 Alarm Company	\$83.34	8.1.25-10.31.25 Monitoring Services	08/05/25
SEH SHORT ELLIOT HENDRICKSON	E 403-43101-303 Engineering Fees	\$7,721.10	2024 Street Project, Construction Administration	08/05/25
SOUTH CENTRAL SEALCOAT	E 701-43101-300 Professional Services	\$4,950.00	Crack Filling	08/05/25
ULINE	E 100-41946-560 CRA: Furniture and Fixtures	\$1,392.54	4 tables, 2 nesting chairs	08/05/25
US BANK	E 372-47601-620 Fiscal Agents' Fees	\$500.00	2025 Fiscal Agent Fees, Series 2024A	08/05/25
US POSTAL SERVICE	E 204-42210-202 Postage	\$78.00	2025 Renewal of PO Box 161	08/05/25
UTILITY CONSULTANTS INC	E 602-49490-306 W/S Sample Testing	\$1,357.17	Weekly Sewer Samples	08/05/25
CENTERPOINT ENERGY	E 204-42210-380 Utility Services	\$40.93	July 2025 Gas Utilities at Fire Hall. Acct#10583553-2	08/06/25
EO JOHNSON CO INC	E 204-42210-206 Printer/Rental/Software	\$7.30	8.8.25-9.7.25 Toshiba Coverage	08/18/25
EO JOHNSON CO INC	E 603-49520-206 Printer/Rental/Software	\$7.30	8.8.25-9.7.25 Toshiba Coverage	08/18/25
EO JOHNSON CO INC	E 602-49490-206 Printer/Rental/Software	\$14.60	8.8.25-9.7.25 Toshiba Coverage	08/18/25
EO JOHNSON CO INC	E 601-49440-206 Printer/Rental/Software	\$14.60	8.8.25-9.7.25 Toshiba Coverage	08/18/25
EO JOHNSON CO INC	E 100-41948-206 Printer/Rental/Software	\$29.20	8.8.25-9.7.25 Toshiba Coverage	08/18/25
AG PARTNERS	E 100-41941-215 Operating & Maintenance Supp	\$77.88	Herbicide	08/19/25
AG PARTNERS	E 100-45202-215 Operating & Maintenance Supp	\$77.88	Herbicide	08/19/25
ARCHAMBAULT BROTHERS INC	E 603-49520-384 Refuse Disposal	\$11,726.62	June & July 2025 Trash Removal	08/19/25
CALIBRATIONS AND CONTROLS	E 602-49490-300 Professional Services	\$535.00	Advanced Instrument Calibration Service	08/19/25
CASTLE GARDENS LANDSCAPING	E 100-45202-300 Professional Services	\$16,000.00	Raised Bed Planter at Centennial Park - insurance cove	08/19/25
CENTERPOINT ENERGY	E 100-41946-380 Utility Services	\$31.96	July 2025 Community Center Gas Utilities	08/19/25
CENTERPOINT ENERGY	E 601-49440-380 Utility Services	\$18.03	July 2025 Water Tower Gas Utilities	08/19/25
CENTERPOINT ENERGY	E 100-41948-380 Utility Services	\$31.96	July 2025 City Hall Gas Utilities	08/19/25
CENTERPOINT ENERGY	E 601-49440-380 Utility Services	\$16.91	July 2025 Water Pump Gas Utilities	08/19/25
CENTERPOINT ENERGY	E 100-41941-380 Utility Services	\$22.45	July 2025 Maintenance Shop Gas Utilities	08/19/25
CENTERPOINT ENERGY	E 602-49490-380 Utility Services	\$24.10	July 2025 Sewer Plant Gas Utilities	08/19/25
CLEARWAY COMMUNITY SOLAR LLC	E 602-49490-380 Utility Services	\$1,716.17	June 2025 Electricity for 75 Verdev Dr: WWTP	08/19/25
CLEARWAY COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$78.78	June 2025 Electricity for 201 Division St: Well #1	08/19/25
CUSTOM ALARM	E 100-41944-311 Alarm Company	\$172.59	9.1.25-11.30.25 Historical Society Intrusion/Fire Monit	08/19/25
DAHLE ENTERPRISES MORRISTOWN	E 602-49490-300 Professional Services	\$456.00	Clean Aerator at Sewer Plant	08/19/25
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-306 W/S Sample Testing	\$80.04	w/s postage	08/19/25
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-306 W/S Sample Testing	\$7.10	w/s postage	08/19/25
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-306 W/S Sample Testing	\$121.83	w/s postage	08/19/25
FARIBAULT FLEET SUPPLY	E 100-41946-240 Small Tools and Equipment	\$33.98	Tires for dolly	08/19/25
FARIBAULT FLEET SUPPLY	E 100-41941-215 Operating & Maintenance Supp	\$13.74	Marker and Tape	08/19/25
FETTE ELECTRONICS	E 708-45202-300 Professional Services	\$2,254.99	Centennial Park Cameras	08/19/25
HAWKINS INC	E 601-49440-216 Chemicals	\$10.00	Water Tower Chemicals	08/19/25
HAWKINS INC	E 602-49490-216 Chemicals	\$2,717.26	WWTP Chemicals	08/19/25
HAWKINS INC	E 602-49490-216 Chemicals	\$50.00	WWTP Chemicals	08/19/25
HILLYARD	E 401-41946-215 Operating & Maintenance Supp	\$9,327.99	Floor Scrubber	08/19/25

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
LMC INSURANCE TRUST PC	E 100-43101-365 Insurance: Property & Casualty	\$1,102.08	8.1.25-8.1.26 Property & Casualty coverage	08/19/25
LMC INSURANCE TRUST PC	E 100-45202-365 Insurance: Property & Casualty	\$5,143.04	8.1.25-8.1.26 Property & Casualty coverage	08/19/25
LMC INSURANCE TRUST PC	E 100-41948-365 Insurance: Property & Casualty	\$4,040.96	8.1.25-8.1.26 Property & Casualty coverage	08/19/25
LMC INSURANCE TRUST PC	E 100-41946-365 Insurance: Property & Casualty	\$4,040.96	8.1.25-8.1.26 Property & Casualty coverage	08/19/25
LMC INSURANCE TRUST PC	E 100-42502-365 Insurance: Property & Casualty	\$734.72	8.1.25-8.1.26 Property & Casualty coverage	08/19/25
LMC INSURANCE TRUST PC	E 100-41944-365 Insurance: Property & Casualty	\$2,938.88	8.1.25-8.1.26 Property & Casualty coverage	08/19/25
LMC INSURANCE TRUST PC	E 601-49440-365 Insurance: Property & Casualty	\$2,571.52	8.1.25-8.1.26 Property & Casualty coverage	08/19/25
LMC INSURANCE TRUST PC	E 100-42110-365 Insurance: Property & Casualty	\$734.72	8.1.25-8.1.26 Property & Casualty coverage	08/19/25
LMC INSURANCE TRUST PC	E 602-49490-365 Insurance: Property & Casualty	\$3,673.60	8.1.25-8.1.26 Property & Casualty coverage	08/19/25
LMC INSURANCE TRUST PC	E 100-41941-365 Insurance: Property & Casualty	\$2,571.52	8.1.25-8.1.26 Property & Casualty coverage	08/19/25
LMC INSURANCE TRUST PC	E 204-42210-365 Insurance: Property & Casualty	\$9,184.00	8.1.25-8.1.26 Property & Casualty coverage	08/19/25
MACQUEEN EMERGENCY	E 704-42210-215 Operating & Maintenance Supp	\$8,425.81	Pump Replace/Plumbing Modification on Brush Truck	08/19/25
MEDICAL & SAFETY RESOURCES INC	E 204-42210-432 Training/Conferences	\$625.00	EMR Refresher 6.30.25	08/19/25
MENARDS - DUNDAS	E 204-42210-215 Operating & Maintenance Supp	\$33.97	Brackets	08/19/25
NAPA WATERVERILLE	E 204-42210-215 Operating & Maintenance Supp	\$498.00	2 Battery Packs for Rescue Truck	08/19/25
NAPA WATERVERILLE	E 100-46103-215 Operating & Maintenance Supp	\$75.48	Oil for Lawnmowers	08/19/25
RICE COUNTY SHERIFFS OFFICE	E 100-42110-307 Police Administration	\$3,606.98	2025 Dam Days Law Enforcement	08/19/25
SEH SHORT ELLIOT HENDRICKSON	E 100-43101-300 Professional Services	\$182.25	Engineer Time - Assessment Appeal	08/19/25
SEH SHORT ELLIOT HENDRICKSON	E 403-43101-303 Engineering Fees	\$7,992.50	2024 Street Project, Engineer & Senior Project Enginee	08/19/25
SEH SHORT ELLIOT HENDRICKSON	E 403-43101-303 Engineering Fees	\$762.40	2024 Street Project, Engineer	08/19/25
SEMLM	E 100-41110-433 Dues/Subscriptions	\$50.00	Annual Dues	08/19/25
TIMMS TRUCKING & EXCAVATING	E 100-45202-213 Gravel/Dirt/Rock/Asphalt/Mulch	\$75.00	Colored Wood Mulch at the Park	08/19/25
TIMMS TRUCKING & EXCAVATING	E 100-43101-300 Professional Services	\$150.00	Blading Franklin St.	08/19/25
TIMMS TRUCKING & EXCAVATING	E 601-49440-300 Professional Services	\$4.00	Clean Concrete Recycling Fee (Old Wellhouse)	08/19/25
TIMMS TRUCKING & EXCAVATING	E 601-49440-300 Professional Services	\$51.00	Concrete with Rebar/block recycling fee (Old Wellhous	08/19/25
TIMMS TRUCKING & EXCAVATING	E 100-41946-215 Operating & Maintenance Supp	\$109.79	Colored Wood Mulch	08/19/25
TIMMS TRUCKING & EXCAVATING	E 100-41948-215 Operating & Maintenance Supp	\$112.50	Colored Wood Mulch	08/19/25
TIMMS TRUCKING & EXCAVATING	E 100-45202-213 Gravel/Dirt/Rock/Asphalt/Mulch	\$49.52	1 1/2"washed loaded FOB	08/19/25
USA BLUEBOOK	E 602-49490-216 Chemicals	\$183.68	Sewer Chemicals	08/19/25
USA BLUEBOOK	E 601-49440-216 Chemicals	\$187.87	Water Chemicals	08/19/25
VERIZON WIRELESS	E 100-41941-320 Communication	\$40.01	7.7.25-8.6.25 Public Works Phone 2	08/19/25
VERIZON WIRELESS	E 100-41941-320 Communication	\$41.39	6.7.25-7.6.25 Public Works Phone	08/19/25
VERIZON WIRELESS	E 100-41946-320 Communication	\$41.24	6.7.25-7.6.25 Community Center Phone	08/19/25
VERIZON WIRELESS	E 100-41941-320 Communication	\$41.39	6.7.25-7.6.25 Public Works Phone 2	08/19/25
VERIZON WIRELESS	E 100-41941-320 Communication	\$38.08	6.7.25-7.6.25 Public Works Tablet Internet	08/19/25
VERIZON WIRELESS	E 100-41110-320 Communication	\$80.08	6.7.25-7.6.25 Council Tablets	08/19/25
VERIZON WIRELESS	E 100-42502-320 Communication	\$220.85	6.7.25-7.6.25 Skywarn Tablet #1-5 Internet	08/19/25
VERIZON WIRELESS	E 100-41946-320 Communication	\$40.01	7.7.25-8.6.25 Community Center Phone	08/19/25
VERIZON WIRELESS	E 100-41941-320 Communication	\$38.38	7.7.25-8.6.25 Public Works Tablet Internet	08/19/25
VERIZON WIRELESS	E 100-41110-320 Communication	\$80.08	7.7.25-8.6.25 Council Tablets	08/19/25
VERIZON WIRELESS	E 100-42502-320 Communication	\$220.14	7.7.25-8.6.25 Skywarn Tablet #1-5 Internet	08/19/25
VERIZON WIRELESS	E 100-41941-320 Communication	\$38.38	7.7.25-8.6.25 Public Works Phone	08/19/25

Check/Receipt
Date

Search Name	Account Descr	Amount	Comments
-E Expenditure		\$484,498.44	
		\$466,780.52	

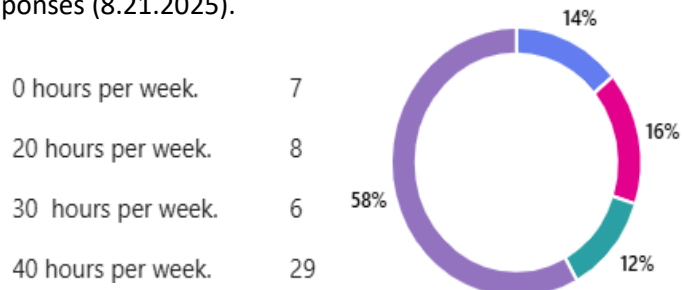
AGENDA MEMO

Agenda Item: Sheriff's Contract

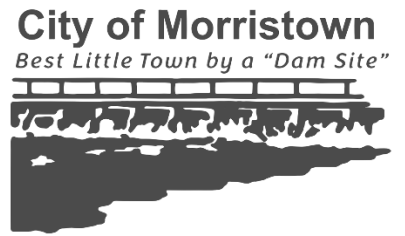
To: City Council
From: Ellen Judd
Meeting Date: 9/2/2025
Meeting Type: Regular Meeting
Subject: Sheriff's Contract – 40-Hour Contract with Rice County
Action Requested: Request Sheriff Thomas to move forward drafting a 40-hour law enforcement contract, to be approved at a future meeting.
Staff Recommends: Approve
Committee Recommends:
Attachments:

Previous Council Action:

Overview: Law Enforcement Questionnaire was sent out and published again. We currently have 52 responses (8.21.2025).



Sheriff Thomas is willing to extend the current contract one year. June 01, 2026 to May 31, 2027, keeping the cost the same as the current contract at \$159,536.00.



AGENDA MEMO

Agenda Item: Ordinance 2025-4

To: City Council

From: Ellen Judd

Meeting Date: 9/2/2025

Meeting Type: Regular Meeting

Subject: Ordinance 2025-4 – Chapter 112 Amendment - Tobacco

Action Requested: Motion to approve Ordinance 2025-4 Chapter 112 Amendment – Tobacco.

Staff Recommends: Approve

Committee Recommends:

Attachments: Ordinance 2025-4 Chapter 112 Amendment

Previous Council Action: 8.4.2025: Motion to approve posting Ordinance 2025-4 Chapter 112 Amendment for 10 days.

Overview: Ordinance has been posted for 10 days. Motion to approve.



ORDINANCE 2025-4
AN ORDINANCE AMENDING CHAPTER 112
OF THE MORRISTOWN CITY CODE

THE CITY COUNCIL OF THE CITY OF MORRISTOWN DOES ORDAIN:

Morristown City Code Chapter 112, entitled, "Tobacco Regulations", is hereby amended as follows (changes are underlined):

§ 112.01 PURPOSE

Because the city recognizes that many persons under the age of 18 21 years purchase or otherwise obtain, possess, and use tobacco, tobacco products, and tobacco related devices, and the sales, possession, and use are violations of both state and federal laws; and because studies, which the city hereby accepts and adopts, have shown that most smokers begin smoking before they have reached the age of 18 21 years and that those persons who reach the age of 18 21 years without having started smoking are significantly less likely to begin smoking; and because smoking has been shown to be the cause of several serious health problems which subsequently place a financial burden on all levels of government, this chapter shall be intended to regulate the sale, possession, and use of tobacco, tobacco products, and tobacco related devices for the purpose of enforcing and furthering existing laws, to protect minors against the serious effects associated with the illegal use of tobacco, tobacco products, and tobacco related devices, and to further the official public policy of the State of Minnesota in regard to preventing young people from starting to smoke as stated in M.S. § 144.391, as it may be amended from time to time.

§ 112.02 DEFINITIONS AND INTERPRETATIONS

COMPLIANCE CHECKS. The system the city uses to investigate and ensure that those authorized to sell tobacco, tobacco products, and tobacco related devices are following and complying with the requirements of this chapter. Compliance checks shall involve the use of minors persons at least 17 years of age, but under the age of 21 as authorized by this chapter. Compliance checks shall also mean the use of minors persons at least 17 years of age, but under the age of 21 who attempt to purchase tobacco, tobacco products, or tobacco related devices for educational, research and training purposes as authorized by state and federal laws. Compliance checks may also be conducted by other units of government for the purpose of enforcing appropriate federal, state, or local laws and regulations relating to tobacco, tobacco products, and tobacco related devices.

§ 112.06 PROHIBITED SALES

It shall be a violation of this chapter for any person to sell or offer to sell any tobacco, tobacco product, or tobacco related device:

- (A) To any person under the age of 18 21 years.

§ 112.08 SELF-SERVICE SALES

(B) *Exception.* A license holder who operates an establishment that sells only tobacco related products is exempt from the self service merchandising provision if the license holder prohibits anyone under 18 21 years of age from entering the establishment, unless accompanied by a parent, and the license holder conspicuously displays a notice prohibiting persons under 18 21 years of age from entering the establishment unless accompanied by a parent.

§ 112.09 COMPLIANCE CHECKS AND INSPECTIONS

All licensed premises shall be open to inspection by the city police or other authorized city official during regular business hours. From time to time, but at least once per year, the city shall conduct compliance checks by

engaging, minors over the age of 15 years but less than 18 years, persons at least 17 years of age, but under the age of 21 with the written consent of their parents or guardians, if the person is under the age of 18, to enter the licensed premise to attempt to purchase tobacco, tobacco products, or tobacco related devices. Minors Persons used for the purpose of compliance checks shall be supervised by city designated law enforcement of officers or other designated city personnel. Minors Persons used for compliance checks shall not be guilty of unlawful possession of tobacco, tobacco products, or tobacco related devices when the items are obtained as a part of the compliance check. No minor persons used in compliance checks shall attempt to use a false identification misrepresenting the minor's person's age, and all minors persons lawfully engaged in a compliance check shall answer all questions about the minor's person's age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Nothing in this section shall prohibit compliance checks authorized by state or federal laws for educational, research, or trading purposes, or required for the enforcement of a particular state or federal law.

§ 112.10 OTHER ILLEGAL ACTS

(A) *Generally.* Unless otherwise provided, the following acts shall be a violation of this chapter.

(B) *Specifically.*

(1) *Illegal sales.* It shall be a violation of this chapter for any person to sell or otherwise provide any tobacco, tobacco product, or tobacco related device to any minor person under the age of 21 years.

(2) *Illegal possession.* It shall be a violation of this chapter for any minor person under the age of 21 years to have in his or her possession any tobacco, tobacco product, or tobacco related device. This division (B)(2) shall not apply to minors persons lawfully involved in a compliance check.

(3) *Illegal use.* It shall be a violation of this chapter for any minor person under the age of 21 to smoke, chew, sniff, or otherwise use any tobacco, tobacco product, or tobacco related device.

(4) *Illegal procurement.* It shall be a violation of this chapter for any minor person under the age of 21 to purchase or attempt to purchase or otherwise obtain any tobacco, tobacco product, or tobacco related device, and it shall be a violation of this chapter for any person to purchase or otherwise obtain the items on behalf of a minor person under the age of 21. It shall further be a violation for any person to coerce or attempt to coerce a minor person under the age of 21 to illegally purchase or otherwise obtain or use any tobacco, tobacco product, or tobacco related device. This division (B)(4) shall not apply to minors persons lawfully involved in a compliance check.

(5) *Use of false identification.* It shall be a violation of this chapter for any minor person under the age of 21 to attempt to disguise his or her true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

§ 112.11 VIOLATIONS

(B) *Licensees and employees.* Any licensee, and any employee of a licensee, violating this chapter shall be charged an administrative fine(s) in accordance with M.S. § 161.12 Subd. 2. of \$75 for a first violation of this chapter; \$200 for a second offense at the same licensed premises within a 24 month period; and \$250 for a third or subsequent offense at the same location within a 24 month period. In addition, after the third offense, the license shall be suspended for not less than 7 days, or action taken pursuant to division (E) below.

§ 112.13 EXCEPTIONS AND DEFENSES

Nothing in this chapter shall prevent the providing of tobacco, tobacco products, or tobacco related devices to a minor person under the age of 21 as part of a lawfully recognized religious, spiritual, or cultural ceremony. It

shall be an affirmative defense to the violation of this chapter for a person to have reasonably relied on proof of age as described by state law.

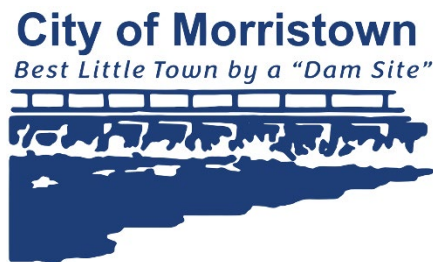
Passed and adopted this 2nd day of September, 2025, with the following vote: Aye ___ ; Nay ___ ; Abstain ___ .

Tim Flaten
Mayor

ATTEST:

Cassie Eldeen
City Clerk

DRAFT



RESOLUTION NO. 2025-25

A RESOLUTION APPROVING PUBLICATION OF ORDINANCE BY TITLE AND SUMMARY

WHEREAS, on September 2, 2025, the City Council of the City of Morristown adopted an ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 112 OF THE MORRISTOWN CITY CODE"; and

WHEREAS, the Ordinance exceeds one page in length; and

WHEREAS, Minnesota Statutes Section 412.191, Subdivision 4 allows publication by title and summary in the case of lengthy ordinances; and

WHEREAS, the City Council believes that the following summary would clearly inform the public of the intent and effect of the Ordinance,

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN:

1. The City Council of the City of Morristown has adopted an ordinance entitled, "AN ORDINANCE AMENDING CHAPTER 112 OF THE MORRISTOWN CITY CODE";
2. The following summary clearly informs the public of the intent and effect of the Ordinance:

"AN ORDINANCE AMENDING CHAPTER 112
OF THE MORRISTOWN CITY CODE";

The Morristown City Council has passed an ordinance that amends Chapter 112 of the Morristown City Code. Specifically, changing the legal age to purchase and use tobacco products from 18 to 21 years of age. It also changes the administrative fine amount from \$75 to 'in accordance with M.S. § 161.12 Subd. 2'.

This is a summary of the Ordinance. A full text of this ordinance is available for public inspection at the Morristown City Hall during regular office hours."

3. The City Clerk is directed to publish this summary in lieu of publication of the entire ordinance.

4. The City Clerk is directed to post a copy of the entire text of the Ordinance on the City bulletin board at Morristown City Hall for a period of not less than thirty (30) days. In addition, a printed copy of the Ordinance shall be made available for inspection by any person during regular office hours at the Morristown City Hall.

Adopted by the Morristown City Council on this 2nd day of September, 2025.

Number of Ayes: _____

Number of Nays: _____

Tim Flaten
Mayor

ATTEST:

Cassie Eldeen
City Clerk



AGENDA MEMO

Agenda Item: Ordinance 2025-5

To: City Council

From: Ellen Judd

Meeting Date: 9/2/2025

Meeting Type: Regular Meeting

Subject: Ordinance 2025-5 – Section 71.04 Amendment – Snow Emergency

Action Requested: Motion to approve Ordinance 2025-5 Section 71.04 Amendment – Snow Emergency.

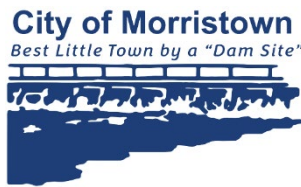
Staff Recommends: Approve

Committee Recommends:

Attachments: Ordinance 2025-5 Section 71.04 Amendment – Snow Emergency

Previous Council Action: 8.4.2025: Motion to approve posting ordinance for 10 days.

Overview:



ORDINANCE 2025-5
AN ORDINANCE AMENDING SECTION 71.04
OF THE MORRISTOWN CITY CODE

THE CITY COUNCIL OF THE CITY OF MORRISTOWN DOES ORDAIN:

Morristown City Code Section 71.04, entitled, "Declaration of Snow Emergency; Parking Prohibited", is hereby amended as follows (changes are underlined):

§ 71.04 DECLARATION OF SNOW EMERGENCY; PARKING PROHIBITED

(A) A snowfall of 3 or more inches within an 8-hour period of time shall constitute a snow emergency. A snow emergency shall be declared by the Mayor or City Administrator and shall be declared before 5 p.m. and take effect at midnight. The emergency shall continue in effect for a period of 24 hours from the end of the snowfall or until snow has been removed from the city's streets.

(B) Notice of the declaration of a snow emergency shall be given by notifying the local news media; however, the notification shall be a service aid only and not a duty on the part of the officials.

(C) During a declared snow emergency, no motor vehicle shall be left parked on any street or public way in the city.

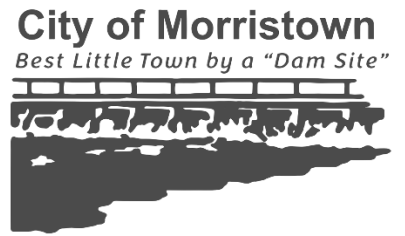
(D) During a declared snow emergency, any police peace officer who finds a motor vehicle in violation of this section shall attempt to contact the owner of the motor vehicle and require the owner to immediately move the motor vehicle so as not to be in violation of this section. If the owner does not immediately remove the motor vehicle or the owner cannot be located, the police peace officer is authorized to have the motor vehicle removed at the owner's expense.

Passed and adopted this ____ day of ____, 2025, with the following vote: Aye __ ; Nay __ ; Abstain __ .

Tim Flaten
Mayor

ATTEST:

Cassie Eldeen
City Clerk



AGENDA MEMO

Agenda Item: Resolution 2025-26

To: City Council
From: Ellen Judd
Meeting Date: 9/2/2025
Meeting Type: Regular Meeting
Subject: Resolution 2025-26 – Proposed Property Tax Levy
Action Requested: Motion to approve Resolution 2025-26 Proposed Property Tax Levy.
Staff Recommends: Approve
Committee Recommends:
Attachments: Resolution 2025-26 Proposed Property Tax Levy

Previous Council Action:

Overview: 275.065 PROPOSED PROPERTY TAXES; NOTICE.
§ Subdivision 1. Proposed levy.
 (a) On or before September 30, each statutory city, shall certify to the county auditor the proposed property tax levy for taxes payable in the following year.
§ Subd. 6. Adoption of budget and levy.
 (a) The property tax levy certified under section 275.07 by a city must not exceed the proposed levy determined under subdivision 1.



RESOLUTION 2025-27

A Resolution Adopting the Proposed 2025 Property Tax Levy Collectable in 2026 and the Proposed Budget for 2026

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORRISTOWN, RICE COUNTY, MINNESOTA, that the following sums of money is levied for the current year collectable in 2026 upon taxable property in the City of Morristown for the following purposes:

Fund	2026
General Fund	\$432,000
Fire Relief Fund	\$5,000
Fire Department Fund	\$43,821
Fire Hall Debt Fund	\$107,733
2022 Street Capital Project Bond Fund	\$76,857
2024 Street Capital Project Bond Fund	\$52,023
Total	\$717,434

BE IT RESOLVED, this is a 6% increase from last year's property tax levy.

BE IT RESOLVED that the City Clerk is hereby instructed to transmit a certified copy of this Resolution to the Rice County Auditor.

ADOPTED by the City Council of the City of Morristown, Minnesota, County of Rice, on this 2nd day of September 2025.

Tim Flaten, Mayor

ATTEST:

Cassie Eldeen, City Clerk/Treasurer



AGENDA MEMO

Agenda Item: TNT Hearing

To: City Council

From: Ellen Judd

Meeting Date: 9/2/2025

Meeting Type: Regular Meeting

Subject: TNT Hearing – Set TNT Hearing Date

Action Requested: Motion to set the TNT Hearing date and time for December 1st, 2025 at 7:00 p.m. or soon thereafter, to be held at City Hall, 402 Division St S.

Staff Recommends: Approve

Committee Recommends:

Attachments: None

Previous Council Action:

Overview: The Truth in Taxation (TNT) hearing is held to enhance public participation and promote transparency for the budgeting process, especially concerning proposed tax levies.



AGENDA MEMO

Agenda Item: Missed Lot

To: City Council

From: Ellen Judd

Meeting Date: 9/2/2025

Meeting Type: Regular Meeting

Subject: Missed Lot – Determination of Funds

Action Requested: Motion to approve issuing checks to property owner's listed on the 'Missed Lot Calculations' sheet, for the amount listed under 'Missed Lot Adjustment'.

Staff Recommends: Approve

Committee Recommends:

Attachments: Missed Lot Calculations

Previous Council Action:

Overview: Brent created the following adjustments. Each property's share of the total assessment reflects the extent of improvements or infrastructure directly benefiting that parcel. The more a property benefits, the higher its assessment, and thus the higher its share of the adjustment.

Missed Lot Calculations

Name	Property Address	Adopted Assessment	Missed Lot Adjustment
Bruce A & Kristin M Velzke	200 Franklin St E	\$11,286.98	\$ (121.58)
Debbie K Davis	104 2nd St NE	\$15,116.66	\$ (162.11)
Thomas Lamont	102 2nd St NE	\$19,532.45	\$ (210.00)
Ramon M Medina	201 Main St E	\$4,573.34	\$ (48.82)
Kelly Kenow Jr	106 Franklin St E	\$19,300.42	\$ (207.24)
Jerome W & Marcheta J Hurst	107 Main St E	\$20,168.60	\$ (216.45)
Shane Ryman & Stephanie Olson	26 Main St E	\$6,644.43	\$ (71.84)
Jacob Duncan	110 Division St S	\$11,312.43	\$ (121.58)
Am Property Management LLC	25 Washington St E	\$26,888.20	\$ (289.22)
Jonathan P Miller	105 1st St SE	\$17,854.01	\$ (191.58)
Robert Allen Krenik	103 1st St SE	\$17,138.99	\$ (184.21)
Richard R Randall	106 Main St E	\$6,032.09	\$ (64.47)
Kathryn A Anderson	100 Main St E	\$9,191.85	\$ (98.55)
Cynthia A Stopski	104 1st St SE	\$21,504.21	\$ (231.19)
Daniel A Lee	106 1st St SE	\$18,819.71	\$ (202.63)
Richard E Prescher	101 Washington St E	\$21,590.80	\$ (232.11)
Richard & Elizabeth Prescher	103 Washington St E	\$32,339.94	\$ (347.24)
Daniel G & Tina M Varness	105 2nd St SE	\$28,840.52	\$ (310.40)
Laurie Kolstad Trust	103 2nd St SE	\$27,720.35	\$ (298.43)
Aaron Estrem	200 Main St E	\$11,946.94	\$ (128.95)
Michael T Orourke & Sheri L Gregor	102 2nd St SE	\$6,222.64	\$ (67.24)
Chad W & Edye J Hoepner	104 2nd St SE	\$30,938.41	\$ (332.51)
Jeffrey J & Shelly J Wenker	203 Washington St E	\$11,014.74	\$ (118.82)
Nicholas & Laura Chadderdon	205 Washington St E	\$14,945.64	\$ (160.27)
Michael A & Lynnette A Bohner	202 Washington St E	\$12,036.23	\$ (128.95)

Randy L & Lisa A Merritt	200 Washington St E	\$25,203.35	\$ (270.79)
Kurt G & Charlene Hildebrandt	201 Ann St E	\$17,627.20	\$ (189.74)
Ind School Dist #2143		\$31,127.89	\$ (334.35)
Ind School Dist #2143		\$20,251.60	\$ (217.37)
Ind School Dist #2143		\$7,284.85	\$ (78.29)
Ind School Dist #2143		\$11,156.48	\$ (119.74)
Ind School Dist #2143	100 Washington St E	\$94,539.78	\$ (1,015.94)
City of Morristown	200 Division St S	\$26,797.22	\$ (288.29)
Diane M Pitan	206 Division St S	\$16,838.94	\$ (181.45)
Jonathan A & Stacy A Chmelik	300 Division St S	\$9,205.32	\$ (98.55)
Ind School Dist #2143		\$54,651.10	\$ (587.64)
Countryside Mobile Home Park LLC	300 2nd St SE	\$16,258.89	\$ (175.92)
Thomas R & Kelli McMullen	302 2nd St SE	\$18,495.90	\$ (198.95)
Richard & Carolyn Gauthier	304 2nd St SE	\$14,147.05	\$ (151.98)
Troy & Kari Roth	204 2nd St SE	\$21,885.35	\$ (234.87)
Eric L & Abigail L Hughes	111 Ann St W	\$4,364.60	\$ (46.97)
Antoinette Ahlman	109 Ann St W	\$14,102.50	\$ (151.98)
David D & Lynda S Schlie	110 Ann St W	\$14,112.68	\$ (151.98)
Keith William Saemrow	301 Division St S	\$8,658.22	\$ (93.03)
Emily J Kasparek	209 Division St S	\$7,140.82	\$ (76.45)
TOTALS		\$ 856,810.29	\$ (9,210.67)

Corner lot; abuts street.

Corner lot; both sides abut project.

Corner lot; multiple lots; one side of many abuts project.



AGENDA MEMO

Agenda Item: Great Hall

To: City Council

From: Ellen Judd

Meeting Date: 9/2/2025

Meeting Type: Regular Meeting

Subject: Great Hall – Commercial Club requesting use of Great Hall for Trunk-or-Treat & Christmas Drawing

Action Requested: Motion to approve waiving the fee for the use of the Great Hall by the Commercial Club for Trunk-or-Treat on 10/31/2025 and the Christmas Drawing on 12/13/2025.

Staff Recommends: Approve

Committee Recommends:

Attachments: None

Previous Council Action:

Overview:



AGENDA MEMO

Agenda Item: Job Posting

To: City Council

From: Ellen Judd

Meeting Date: 9/2/2025

Meeting Type: Regular Meeting

Subject: Job Posting – Post for Event Set-up Position

Action Requested: Motion to post for the Event Set-up position at \$21.55 per hour, position open until filled.

Staff Recommends: Approve

Committee Recommends:

Attachments: None

Previous Council Action:

Overview:



AGENDA MEMO

Agenda Item: Relief Audit

To: City Council

From: Ellen Judd

Meeting Date: 9/2/2025

Meeting Type: Regular Meeting

Subject: Relief Audit – Tim Boese to present the Audit for the Fire Relief

Action Requested: Motion to approve audit report and give the City Clerk authority to sign.

Staff Recommends: Approve

Committee Recommends:

Attachments:

Previous Council Action: 2024: Motion by Gregor, seconded by Golombeski and carried unanimously to approve audit report and giving the City Clerk authority to sign.

Overview:



AGENDA MEMO

Agenda Item: Garbage

To: City Council

From: Ellen Judd

Meeting Date: 9/2/2025

Meeting Type: Regular Meeting

Subject: Garbage – Contract for Garbage Services

Action Requested:

Staff Recommends:

Committee Recommends:

Attachments:

Previous Council Action: City entered into a five-year contract with Archambault's which expires December 31st, 2025.

Overview: Current Contract:

- Archambault's
 - Per residence: \$15.12/month
 - Per mobile home: \$16.10/month

Proposed Contracts:

- Archambault's
 - Per residence: \$15.42/month
 - Per mobile home: \$16.42/month
- City & Lakes
 - Per residence: \$18.41/month
 - Per mobile home: \$19.38/month
- Flom Disposal
 - Per residence: \$19.39/month
 - Per mobile home: \$20.51/month

**RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES AGREEMENT
BETWEEN CITY OF MORRISTOWN AND ARCHAMBAULT BROTHERS INC.**

THIS RESIDENTIAL SOLID WASTE AND RECYCLING SERVICES AGREEMENT is made and entered into effective the 1st day of January, 2026 (the “Effective Date”), by and between the CITY OF MORRISTOWN, a Minnesota Municipal corporation organized and existing under the laws of the State of Minnesota (the “City”) and Archambault Brothers Inc., a Minnesota Corporation (“ABD”).

WITNESSETH

- A. WHEREAS, the City has found and determined that the public health and safety of the City will be promoted and preserved by establishing an arrangement for the collection, transportation, and disposal of solid waste kept and accumulated by residences and businesses within the City; and
- B. WHEREAS, ABD is engaged in the business of collecting solid waste and recyclables and is familiar with the requirements of the City and its solid waste services; and
- C. WHEREAS, the City has determined ABD to be qualified to carry out the terms of this Agreement upon the terms and conditions and for the consideration hereinafter provided:
and
- D. WHEREAS, ABD has been determined by the City to provide the best value for solid waste services for City residents,

NOW, THEREFORE, in consideration of the foregoing and the covenants, promises, undertakings, and obligations herein created, granted, and assumed, the parties hereto agree as follows:

1. TERM OF AGREEMENT

- 1.1. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect through December 31, 2030.
- 1.2. **Automatic Renewal.** This Agreement shall automatically renew for additional terms of one (1) year, upon the same rights and obligations contained herein, unless either party to this Agreement provides a written notice of intent not to renew no later than November 30 prior to the year of renewal.

2. GENERAL COLLECTION REQUIREMENTS

- 2.1. **Exclusivity.** ABD shall be the exclusive garbage collector for collection of solid wastes from residential properties within the City during the term of this Agreement.
- 2.2. **Requirements.** ABD shall furnish all labor and equipment as shall be necessary and adequate to ensure satisfactory collection, transportation and disposal of solid waste and recyclables. All work to be performed hereunder shall be done so as to protect to the highest extent the public health and safety. ABD shall collect, transport and arrange or provide for disposal of all solid waste and recyclables from all residential and mobile home dwellings in the City. ABD shall perform solid waste and recyclables removal within the corporate limits of the City as follows:
- 2.2.1. **Licenses and Permits.** ABD shall ensure at its own expense that all driver and truck licenses and permits are current and in full compliance with local, state and federal laws and regulations.
- 2.2.2. **Compliance with Law.** ABD shall comply with all Federal, State, County and City laws, regulations and local ordinances pertaining to the collection and processing of solid waste and recyclables.
- 2.2.3. **Frequency of Collection.** Solid waste collection shall occur weekly for each residence. Recyclables collection shall occur once every other week for each residence. Residents shall place all garbage receptacles curbside no later than 7:00 a.m. on collection day.
- 2.2.4. **Hours of Collection.** Collection shall not start before 7:00 a.m. or continue after 5:00 p.m. on the same day. Exceptions to collection hours shall occur only by prior permission of the City.
- 2.2.5. **Holidays.** When a Holiday falls on a weekday, collection shall occur on Saturday of that week. When a Holiday falls on Saturday or Sunday, there shall be no change to the day of collection. "Holiday" shall be defined as: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas Day. It shall be the City's responsibility to inform residents in a timely manner of any change in the collection schedule as a result of a Holiday.
- 2.2.6. **Delays.** ABD shall make every effort to maintain established scheduled pick-ups even though conditions such as weather may be adverse. In no event shall ABD be required or suffer penalty for failure to perform a scheduled pickup when prevented from doing so as the result of an undue

accumulation of snow and/or other catastrophic conditions. The City Administrator shall determine if such conditions exist. In such case, collection shall be made on the next day.

2.2.7. **Containers.** Each residence and mobile home have been issued a 96-gallon receptacle which is compatible with ABD's automated equipment. ABD shall perform collection services for one (1) 96-gallon garbage receptacle per residence, and one (1) 96-gallon garbage receptacle per mobile home. Garbage receptacles shall be handled with reasonable care to avoid damage.

2.2.8. **Location of Collection.** Garbage receptacles shall be placed by residents at curbside or beside an alley or accessible road. Please leave space between garbage & recycling containers so automated equipment can efficiently pick up cans. Do not place directly next to mailboxes or fixed structures.

2.2.9. **Missed Collections.** In the case of alleged missed collections, ABD shall investigate, and, if such allegations are verified, ABD shall then arrange for the Collection of the subject materials no later than 4 p.m. the next business day.

3. COLLECTION EQUIPMENT AND PERSONNEL

3.1. **Provision of Equipment.** ABD shall provide all equipment necessary for collection and transportation of collected solid waste and recyclables. All trucks shall be maintained so the material being collected and transported will not be seen and will not blow, fall or leak from the vehicle and fluids will not leak from the trucks.

3.2. **Compliance with Truck Road Weight Restrictions.** It shall be ABD's sole responsibility to comply with all road weight restrictions.

4. INSURANCE; INDEMNIFICATION

4.1. **Insurance.** ABD shall carry and file policies or certificates with the City for worker's compensation insurance (statutory level), public liability insurance (including for automobiles and trucks), and property damage insurance. The City shall be named as an additional insured in all such policies, and the policies shall be in form and substance acceptable to the City. All Liability policies shall provide coverage in an amount at least equal to \$1,000,000 per person and \$2,000,000 per occurrence. In the event that maximum municipal tort liability limits as set out in Minn. Stat. 466.04 increase above the amounts currently in place, ABD shall increase its liability insurance coverage to equal or exceed such maximum amounts.

- 4.2. **Liabilities.** ABD shall pay all bills or claims for wages, salaries and supplies, incurred in the operation of the collection service. The City shall have no obligation or responsibility for bills or debts incurred by ABD.
- 4.3. **Indemnification.** ABD shall defend, indemnify and hold harmless the City from any and all claims and causes of action which may be asserted against the City on account of any act or omission, or any misfeasance or malfeasance of ABD or its employees and agents in connection with its performance under this Agreement. ABD shall defend, indemnify, and hold harmless the City and its respective officers, agents and employees against any or all suits or claims that may be based upon any injury or damage to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement by ABD.

5. BILLING

- 5.1. **Billing.** ABD shall send billings for its services provided herein to the City. Said billing shall detail the number of residents and mobile homes served each month. The City shall notify ABD of new residences in the month service is to start and the residence will be added to the bill in the month of commencement of service.
- 5.2. **Contracts for Additional Collections.** ABD may, independently of this Agreement, contract with any premises to collect trash or solid waste excluded from this agreement, including excess garbage, brush, furniture and other large items, or placement and collection of dumpsters. Said contract shall be between ABD and the resident and ABD shall coordinate with and bill the resident directly. No extra items outside of trash receptacle will be taken without prior notification and payment from homeowner. The City shall have no obligation with respect to additional garbage collection.
- 5.3. **Collection Fees.** The rate beginning January 1st 2026 for collection of solid waste and recyclables (combined) will be as follows:

Per Residence (excluding mobile homes)	\$15.42 per month
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Per Mobile Home	\$16.42 per month
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There will be a 2 percent increase each year for 2027 through 2030.

6. INDEPENDENT CONTRACTOR

- 6.1. **Independent Contractor Relationship.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating a partnership relationship between the parties, or as creating or establishing the relationship of employer/employee between the parties. ABD shall at all times remain an

independent contractor with respect to the services to be performed under this Agreement. Any and all employees of ABD or other persons engaged in the performance of any work or services required by ABD under this Agreement shall be considered employees or subcontractors of ABD only and not of the City; and any and all claims that might arise, including worker’s compensation claims under the Worker’s Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of ABD.

7. **ASSIGNMENT AND SUBCONTRACTING**

7.1. **Assignment.** ABD shall not assign or subcontract this Agreement or any interest therein or any privilege or right granted therein without the prior written consent of the City, which consent shall be in the sole discretion of the City.

8. **TERMINATION**

8.1. **Default.** The City may terminate this Agreement if ABD fails to fulfill its obligations under the Agreement in a proper and timely manner, or otherwise violates the terms of the Agreement if the default has not been cured after thirty (30) days written notice has been provided. The City shall pay ABD all compensation earned prior to the date of termination less any damages and costs incurred by the City as a result of the breach.

ARCHAMBAULT BROTHERS INC.

Dated: _____

By: _____

Its: _____

CITY OF MORRISTOWN

Dated: _____

By: _____

Its: _____



August 4th, 2025

City of Morristown
402 Division St S
PO BOX 362
Morristown, MN 55062

Hello,

We will honor the price of \$18.41 for residential and the mobile home park at \$19.38 a month. Which will total \$7,358.26 per month or \$88,299.36 per year. With this submission we were not provided with the pickup day, if Fridays are the current pickup day, we would possibly introduce a Tuesday or Thursday pickup day if it's not an inconvenience.

Thank you for the opportunity to bid this. We look forward to hearing from you.

Thank you,

City & Lakes Disposal Inc.
1000 Hulett Ave
Faribault, MN 55021
507-334-4465

Flom Disposal<info@flomdisposal.com>
City Clerk

Hi Cassie,

Thank you for your patience as we finalize the details. I wanted to share the pricing structure with you:

- **Residential:** \$19.39 plus fuel surcharge. Currently at 10%
- **Mobile Home Park:** \$20.51 plus fuel surcharge. Currently at 10%at 10%
(Price includes bi-weekly recycling service)

Additionally, we would offer free cart service to churches and no-cost service for the City Shop and City Hall.

Should the city decide to move forward with our services, we can prepare a formal quote and contract for your review.

Please let me know if you have any questions or concerns. We truly appreciate the opportunity to work with you!

Best regards,
Kyle