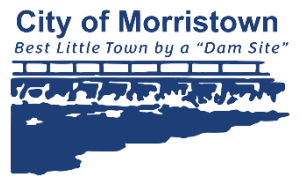


MORRISTOWN CITY COUNCIL MEETING AGENDA

Regular Meeting, 7:00 p.m.

Monday, October 6, 2025



-
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 September 2025 – to come in separate email
 - B. Fire Department Report September 2025
 - C. Public Works Report September 2025
 - D. City Council Minutes Regular Meeting 9/2/2025
Work Session 9/2/2025
 - E. Zoning Board Minutes Regular Meeting 9/18/2025
 - F. Financial Reports September 2025 – to come in separate email
 - G. Claims & Accounts September 2025
 - H. Paid Leave Implement Minnesota Paid Leave
 - I. Sheriff's Contract Updated Contract to Reflect New Dates
 - J. Change Order Project Extension, 6B
 - K. Resolution 2025-29 Write-In Law Change
 - L. Service Insurance Agreement with Service Line Warranties of America
-
6. **UNFINISHED BUSINESS:**
 - A. Missed Lot Approve of the Issuance of Checks
-
7. **NEW BUSINESS:**
 - A. Fireman's Dance Permission to Host
 - B. Parking Intersection of Division St and Ann St Parking Concerns
 - C. Structure Discussion on Council Structure and Roles
 - D. Assessment Sewer Service Assessment Addition to City Code
 - E. Ordinance 2025-6 Right-of-Way Ordinance
 - F. Budget Session Schedule
-
8. **CORRESPONDENCE & ANNOUNCEMENTS:**
 9. **COUNCIL DISCUSSION & CONCERNS:**
 10. **ADJOURNMENT:**
 11. **NEXT MEETING:** Monday, November 3, 2025 – 7:00 p.m.



MORRISTOWN FIRE DEPARTMENT

P.O. Box 161
Morristown, Minnesota 55052



Call Report

Date	Type	Location
9/1	Fire	Holt Trail
9/4	Medical	Gonvick Ave
9/5	Medical	Elmore Ave
9/6	Medical	Thruen St
9/8	Medical	Cedar Lake Blvd
9/9	Mutual Aid	Sakatah Lake Trail
9/11	Fire	Hwy 60/Morristown Blvd
9/14	Medical	2 nd St
9/14	Fire Alarm	Independence Ave
9/15	Medical	Charlotte St
9/16	Fire	Echo & Elkton
9/17	Medical	Dalton
9/18	Medical	Washington
9/23	Fire	Morristown Blvd/Dalton
9/24	Fire	Independence/270 th
9/24	Fire	Leroy/Sakatah Trail
9/24	Fire Alarm	76 th St
9/25	Medical	Sidney
9/26	Medical	Falcon Way
9/27	Medical	Hamel Way
9/28	Medical	1 st St
9/29	Fire Alarm	76 th St
9/29	Medical	Falcon Way
9/30	Fire	420 th Ave

Training

Went through rescue truck & grass rigs

5th Monday Training: Medical Training

Department Update

None

Items for Discussion

None

Announcements

None



Public Works

Council Report

September 2025

General

- Sweeper maintenance
- Locates as needed
- Shop organization
- Weekly Generator checks.
- Fixed up alley behind archies
- Mowed intersections on Hwy 60
- Sharpened chainsaw blades
- Tore wall apart in maintenance shop because we found mold in office
- Looking at having Healy get concrete fixed at water tower
- Starting to change oil in all generators
- Moved freezers in community center
- Jim is fixing the air conditioning in community center
- Monthly safety training
- Organizing paper work in office

Water

- Daily testing
- Flushed hydrants
- Drawdown tests
- Endpoint installs/ repairs
- Flush tower
- Located watermain and curb stops
- Working on lead waterlines
- Cleaned water tower building
- Put tags on all the outlets at the water tower for chemical pumps
- Been working on completing fixes to the well as required by the state
- Valve maintenance

Wastewater

- Daily testing
- Cleaned lift pumps
- Decant weekly
- Cleaned grit chamber
- Cleaned flocculator
- Cleaned both clarifiers
- Settleometer tests
- Cleaned grit chamber
- Weekly samples
- Installed winch for raising and lowering decant pump in the sludge tank.
- Rick will be coming to look at some wiring issues at the plant.

- Sprayed for gnats outside of plant
- Drained flocculator pit and cleaned all settlement out of it and inspected fins on propeller

Streets

- Swept streets
- Manhole checks
- Cleaned storm sewer intakes on street project
- Trimmed some trees along roads that were hanging really low
- Sprayed weeds
- Weed whacked
- Went over tracer wire on the street project

Parks/Compost

- Picked up garbage
- Maintained brush pile/burned brush pile
- Picked up brush in the parks that fell
- Hauled grass clippings away from baseball field
- Cut up tree that fell over
- Weed whacked along river
- Trimmed trees along walking path in park
- Sprayed park bathrooms on outside
- Unplugged dam with trees stuck in it
- Sprayed weeds
- Cleaned park bathrooms at both parks/they get cleaned weekly
- Dahle's came and sprayed park grass and got it all replanted.

MORRISTOWN CITY COUNCIL MEETING AGENDA

Regular Meeting, 7:00 p.m.

Tuesday, September 2, 2025

Work Session to Follow

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

Others Present – Ellen Judd (City Administrator), Cassie Eldeen (City Clerk), Kyle Green, Austin Schulz, Kyle Morris, Pam Petersen, Steve Nordmeier, Adam Hackney, John Chmelik, Tim Boese, Jake Duncan, Jeff Wenker

1. Call to Order: A regular meeting of the Morristown City Council was called to order on Monday, September 2nd, 2025, at 7:00 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: None
4. Citizens Comments: Jake Duncan had more questions on the missed lot calculations.
5. Consent Agenda: Motion by Gregor, seconded by Kruger, and carried unanimously to approve consent agenda less 'Missed Lot'. The consent agenda included the following:
 - Routine Motion to approve Approve the Police report, Fire Department report, Public Works report, City Council minutes as presented, Zoning Board minutes as presented, Financial reports, and the Claims and Accounts.
 - H. Sheriff's Contract Motion to request Sheriff Thomas to move forward drafting a 40-hour law enforcement contract, to be approved at a future meeting.
 - I. Ordinance 2025-4 Motion to approve Ordinance 2025-4 Chapter 112 Amendment – Tobacco.
 - J. Resolution 2025-25 Motion to approve Resolution 2025-25 Summary Publication for Ordinance 2025-4.
 - K. Ordinance 2025-5 Motion to approve Ordinance 2025-5 Section 71.04 Amendment – Snow Emergency.
 - L. Resolution 2025-26 Motion to approve Resolution 2025-26 Proposed Property Tax Levy.
 - M. TNT Hearing 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.
 - N. Missed Lot Kruger liked what he saw but thought Jake Duncan had a good point. Gregor stated he was willing to compare with the figures he calculated. Judd will get the changes made and post the information for review prior to next meeting. Council was in agreement of intent to pay 6% interest.
 - O. Great Hall 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.
 - P. Job Posting Motion to post for the Event Set-up position at \$21.55 per hour, position open until filled.
6. **UNFINISHED BUSINESS:**
7. **NEW BUSINESS:**
 - A. Relief Audit Motion by Gregor, seconded by Kruger and carried unanimously to approve audit report and giving the City Clerk authority to sign.
 - B. Garbage Motion by Nusbaum, seconded by Gregor, and carried unanimously to approve contract with Archambault's
8. **CORRESPONDENCE & ANNOUNCEMENTS:**
 - Event Trunk-or-Treat will be held on October 31st, 2025, at the Community Center. Christmas Drawing will be held on December 13th, 2025, at the Community Center
9. **COUNCIL DISCUSSION & CONCERNS:**
10. **ADJOURNMENT:** Motion by Nusbaum, seconded by Kruger, and carried unanimously to adjourn at 7:22 p.m.
11. **NEXT MEETING:** Work Session to follow this Council Meeting Monday, October 6, 2025 – 7:00 p.m.

Approved:

Mayor, Tim Flaten

Attested:

City Clerk, Cassie Eldeen

DRAFT

MORRISTOWN CITY COUNCIL MEETING MINUTES

Work session

Tuesday September 2nd, 2025

City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



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

Others Present: Ellen Judd (City Administrator), Cassie Eldeen (City Clerk), Adam Hackney

1. **Call to Order:** A work session with the Morristown City Council was called to order on Tuesday, September 2nd, 2025, at 7:24 p.m. in the Community Hall at 402 Division Street South

2. **UNFINISHED BUSINESS:**

A Sewer Service Discussion on possibility of other options for responsibility of sewer service repairs. Information was shared about Service Line Warranties of America through the National League of Minnesota Cities. Council would like to offer that to residents. A policy will be drawn up to contribute up to \$2,000 towards the restoration inside the city's right of way.

3. **NEW BUSINESS:**

4. **ADJOURNMENT:** Work Session ended at 8:24

5. **NEXT MEETING:** Regular Meeting: Monday, October 6th, 2025 – 7:00 p.m.

Approved:

Mayor, Tim Flaten

Attested:

City Clerk, Cassie Eldeen

MORRISTOWN ZONING BOARD MEETING MINUTES

Regular Meeting, 7:00 p.m.

Thursday, September 18th, 2025

Members Present: Jim Lonergan (Chair), Pamela Petersen, John Krenik, John Chmelik
Members Absent: John Schlie, Tony Lindahl (Zoning Administrator)
Others Present: Cassie Eldeen (City Clerk), Steve Nordmeier, Arlen Krause, Matt & Cassandra Peters, Katlyn Imrick, Ted Baker

1. Call to Order: The Morristown Zoning Board Meeting was called to order at 7:00pm by the Zoning Board Chair, Jim Lonergan, on September 18, 2025, in the Council Chambers at City Hall at 402 Division St S.
2. Additions/Corrections: Motion by Chmelik, seconded by Krenik, and carried unanimously to approve the agenda with three additions.
 - Addition Matthew & Cassandra Peters – Possible Garage – 71 Jacks Drive
 - Addition Morris Mart – Demolition Permit
 - Addition Variance Fee
3. Approval of Minutes: Zoning Board Minutes Motion by Chmelik, seconded by Krenik, and carried unanimously to approve the minutes as written from the regular meeting on 8/21/2025.
4. Requests to be Heard: Arlen Krause came to the meeting to request a utility shed permit. Board approved; no motion needed.
Mobile Home Park resident had a question on the size of deck that would need a permit. They stated they had been given a lot of misinformation and appreciate the guidance. They have a new park manager. City Clerk to reach out to her and let her know of the ordinance book, to ensure permits are taken out when needed.
5. Council Action at Last Meeting: None
6. **UNFINISHED BUSINESS:**
 - A Produce Stand Discussion on making changes to the Produce Stand Ordinance (152.230). Board would like to open up produce stands to anyone that gets a property owner's permission. The property owner that will be allowing the produce stand on their property will be required to take out the permit. Clerk to make changes and bring back next month for board review prior to starting the process to update the ordinance.
7. **NEW BUSINESS:**
 - A Jason Graf Tabled until Mr. Graf comes to a meeting.
 - B Matthew & Cassandra Peters Matthew Peters is wondering if it's possible to build a garage on his lot in the mobile home park. The mobile home park has additional rules that go beyond city ordinance. Matthew was told he will need to find his property pins, but he could go through the variance process.
 - C Demolition Permit Motion by Krenik, seconded by Chmelik, and carried unanimously to approve demolition permit for Morris Mart's two utility sheds.
 - D Variance Fee Motion by Krenik, seconded by Petersen, and carried unanimously to rescind variance fee waiver for Hilpipe.
8. Zoning Administrator's Report: A Open and closed permits were reviewed.
9. Board Discussion & Concerns:
10. Adjournment: Motion by Krenik, seconded by Petersen and carried unanimously to adjourn the meeting at 8:40 p.m.
11. Next Meeting: Thursday, October 16th, 2025 – 7:00 p.m.

Approved:

Mayor, Tim Flaten

Attested:

City Clerk, Cassie Eldeen

DRAFT

CITY OF MORRISTOWN CLAIMS AND ACCOUNTS

10/03/25 10:12 AM

Page 1

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
G General Ledger				
	G 100-10100 Cash	-\$170.31	Labor Distribution	
	G 100-21702 State Withholding	-\$511.53	Labor Distribution	
	G 100-21703 FICA Tax Withholding	-\$1,516.74	Labor Distribution	
	G 100-21704 PERA	-\$1,706.41	Labor Distribution	
	G 100-21709 Medicare	-\$354.72	Labor Distribution	
	G 601-10100 Cash	-\$1,747.94	Labor Distribution	
	G 602-10100 Cash	-\$4,044.62	Labor Distribution	
	G 100-21709 Medicare	-\$5.36	Labor Distribution	
	G 100-21701 Federal Withholding	-\$991.10	Labor Distribution	
	G 100-21702 State Withholding	-\$0.54	Labor Distribution	
	G 100-10100 Cash	-\$3,208.75	Labor Distribution	
	G 602-10100 Cash	-\$3,978.64	Labor Distribution	
	G 601-10100 Cash	-\$1,734.71	Labor Distribution	
	G 100-21709 Medicare	-\$349.42	Labor Distribution	
	G 100-21704 PERA	-\$1,680.77	Labor Distribution	
	G 100-21703 FICA Tax Withholding	-\$1,494.04	Labor Distribution	
	G 100-21702 State Withholding	-\$501.86	Labor Distribution	
	G 100-21701 Federal Withholding	-\$970.27	Labor Distribution	
	G 100-10100 Cash	-\$3,207.27	Labor Distribution	
	G 100-21703 FICA Tax Withholding	-\$22.94	Labor Distribution	
EFTPS - DIRECT	G 100-21701 Federal Withholding	\$970.27	9.18.25 Payroll Federal Withholding	09/18/25
EFTPS - DIRECT	G 100-21709 Medicare	\$5.36	9.18.25 Payroll Federal Withholding	09/18/25
EFTPS - DIRECT	G 100-21703 FICA Tax Withholding	\$22.94	9.18.25 Payroll Federal Withholding	09/18/25
EFTPS - DIRECT	G 100-21703 FICA Tax Withholding	\$1,494.04	9.18.25 Payroll Federal Withholding	09/18/25
EFTPS - DIRECT	G 100-21709 Medicare	\$349.42	9.18.25 Payroll Federal Withholding	09/18/25
MN DEPARTMENT OF REVENUE	G 100-21702 State Withholding	\$501.86	9.18.25 Payroll State Withholding	09/18/25
MN DEPARTMENT OF REVENUE	G 100-21702 State Withholding	\$0.54	9.18.25 Payroll State Withholding	09/18/25
PERA	G 100-21704 PERA	\$1,680.79	9.18.25 Payroll PERA	09/18/25
G General Ledger		-\$23,172.72		
-E Expenditure				
	E 100-41941-105 Seasonal	\$684.80	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 100-41425-123 Medicare Benefit	\$26.91	Labor Distribution	
	E 100-41425-125 PERA Benefit	\$139.21	Labor Distribution	
	E 100-41801-101 Wages and Salaries	\$2,362.08	Labor Distribution	
	E 100-41941-122 Social Security Benefit	\$163.27	Labor Distribution	
	E 602-49490-125 PERA Benefit	\$263.46	Labor Distribution	

Check/Receipt
Date

Search Name	Account Descr	Amount	Comments
	E 100-41946-104 Janitorial	\$117.81	Labor Distribution
	E 100-41801-330 Transportation	\$46.04	Labor Distribution
	E 100-41941-101 Wages and Salaries	\$1,948.64	Labor Distribution
	E 100-41941-123 Medicare Benefit	\$38.19	Labor Distribution
	E 100-41941-125 PERA Benefit	\$194.26	Labor Distribution
	E 100-41425-122 Social Security Benefit	\$115.07	Labor Distribution
	E 100-41801-122 Social Security Benefit	\$146.44	Labor Distribution
	E 100-41801-123 Medicare Benefit	\$34.24	Labor Distribution
	E 100-41801-125 PERA Benefit	\$177.16	Labor Distribution
	E 100-41946-122 Social Security Benefit	\$7.30	Labor Distribution
	E 602-49490-123 Medicare Benefit	\$50.93	Labor Distribution
	E 100-41941-125 PERA Benefit	\$208.72	Labor Distribution
	E 100-41946-104 Janitorial	\$78.54	Labor Distribution
	E 100-41946-122 Social Security Benefit	\$4.87	Labor Distribution
	E 100-41946-125 PERA Benefit	\$5.89	Labor Distribution
	E 100-41948-122 Social Security Benefit	\$4.87	Labor Distribution
	E 100-41948-123 Medicare Benefit	\$1.14	Labor Distribution
	E 100-41948-125 PERA Benefit	\$5.89	Labor Distribution
	E 601-49440-101 Wages and Salaries	\$1,517.99	Labor Distribution
	E 601-49440-122 Social Security Benefit	\$94.10	Labor Distribution
	E 601-49440-123 Medicare Benefit	\$22.01	Labor Distribution
	E 601-49440-125 PERA Benefit	\$113.84	Labor Distribution
	E 100-41425-123 Medicare Benefit	\$26.91	Labor Distribution
	E 602-49490-122 Social Security Benefit	\$217.77	Labor Distribution
	E 100-41425-125 PERA Benefit	\$139.20	Labor Distribution
	E 100-41948-104 Janitorial	\$78.54	Labor Distribution
	E 100-41941-122 Social Security Benefit	\$175.24	Labor Distribution
	E 100-41946-123 Medicare Benefit	\$1.71	Labor Distribution
	E 100-41941-105 Seasonal	\$831.83	Labor Distribution
	E 100-41941-101 Wages and Salaries	\$1,994.49	Labor Distribution
	E 100-41801-125 PERA Benefit	\$177.15	Labor Distribution
	E 100-41801-123 Medicare Benefit	\$34.24	Labor Distribution
	E 100-41801-122 Social Security Benefit	\$146.45	Labor Distribution
	E 100-41801-101 Wages and Salaries	\$2,362.08	Labor Distribution
	E 100-41425-101 Wages and Salaries	\$1,856.00	Labor Distribution
	E 100-41941-123 Medicare Benefit	\$40.99	Labor Distribution
	E 602-49490-101 Wages and Salaries	\$3,512.46	Labor Distribution
	E 601-49440-125 PERA Benefit	\$112.98	Labor Distribution
	E 100-41946-123 Medicare Benefit	\$1.14	Labor Distribution
	E 100-41946-125 PERA Benefit	\$8.83	Labor Distribution
	E 100-41946-123 Medicare Benefit	\$2.68	Labor Distribution
	E 100-41946-122 Social Security Benefit	\$11.47	Labor Distribution

Check/Receipt
Date

Search Name	Account Descr	Amount	Comments	
	E 100-41946-104 Janitorial	\$185.00	Labor Distribution	
	E 602-49490-125 PERA Benefit	\$259.13	Labor Distribution	
	E 602-49490-123 Medicare Benefit	\$50.12	Labor Distribution	
	E 602-49490-101 Wages and Salaries	\$3,455.14	Labor Distribution	
	E 601-49440-123 Medicare Benefit	\$21.83	Labor Distribution	
	E 601-49440-122 Social Security Benefit	\$93.38	Labor Distribution	
	E 601-49440-101 Wages and Salaries	\$1,506.52	Labor Distribution	
	E 100-41948-125 PERA Benefit	\$8.84	Labor Distribution	
	E 100-41948-123 Medicare Benefit	\$1.71	Labor Distribution	
	E 100-41948-122 Social Security Benefit	\$7.31	Labor Distribution	
	E 100-41948-104 Janitorial	\$117.81	Labor Distribution	
	E 602-49490-122 Social Security Benefit	\$214.25	Labor Distribution	
AMAZON BUSINESS	E 204-42210-215 Operating & Maintenance Supp	\$767.13	First Aid Supplies	09/03/25
AMAZON BUSINESS	E 100-45202-215 Operating & Maintenance Supp	\$118.50	Low Pressure Gauge, Insect Spray, Replacement Filter	09/03/25
AMAZON BUSINESS	E 100-41948-211 Cleaning Supplies	\$64.11	Window Cleaning Kit, Replacement Roller Brush for Va	09/03/25
AMAZON BUSINESS	E 100-41941-215 Operating & Maintenance Supp	\$97.02	Bleach, Low Pressure Gauge	09/03/25
AMAZON BUSINESS	E 100-41946-215 Operating & Maintenance Supp	\$214.88	Cups, napkins, straws (Rental - Tax Included)	09/03/25
AMAZON BUSINESS	E 100-41946-211 Cleaning Supplies	\$64.11	Window Cleaning Kit, Replacement Roller Brush for Va	09/03/25
AMAZON BUSINESS	E 100-41941-215 Operating & Maintenance Supp	\$63.89	Replacement Intake w/Gasket	09/03/25
BADGER METER	E 601-49440-302 WST Metering & Billing	\$182.62	August 2025 Cellular Service to Endpoints	09/03/25
BADGER METER	E 602-49490-302 WST Metering & Billing	\$182.62	August 2025 Cellular Service to Endpoints	09/03/25
BANYON DATA SYSTEMS	E 601-49440-300 Professional Services	\$161.70	2025 UB Yearly Support	09/03/25
BANYON DATA SYSTEMS	E 602-49490-300 Professional Services	\$161.70	2025 UB Yearly Support	09/03/25
BANYON DATA SYSTEMS	E 603-49520-300 Professional Services	\$166.60	2025 UB Yearly Support	09/03/25
BEVCOMM	E 602-49490-320 Communication	\$263.15	September 2025, Communication	09/03/25
BEVCOMM	E 603-49520-320 Communication	\$98.68	September 2025, Communication	09/03/25
BEVCOMM	E 100-41948-320 Communication	\$285.09	September 2025, Communication	09/03/25
BEVCOMM	E 204-42210-320 Communication	\$98.68	September 2025, Communication	09/03/25
BEVCOMM	E 100-42110-320 Communication	\$76.75	September 2025, Communication	09/03/25
BEVCOMM	E 601-49440-320 Communication	\$263.15	September 2025, Communication	09/03/25
BEVCOMM	E 100-42502-320 Communication	\$10.96	September 2025, Communication	09/03/25
BHE COMMUNITY SOLAR LLC	E 204-42210-380 Utility Services	\$236.14	July 2025 Electricity at 506 Division St S	09/03/25
BHE COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$684.95	July 2025 Electricity at 504 3rd St SE	09/03/25
BHE COMMUNITY SOLAR LLC	E 100-41941-380 Utility Services	\$236.14	July 2025 Electricity at 109 2nd St SW	09/03/25
BHE COMMUNITY SOLAR LLC	E 100-41946-380 Utility Services	\$501.11	July 2025 Electricity at 404 Division St S	09/03/25
BHE COMMUNITY SOLAR LLC	E 100-41948-380 Utility Services	\$501.10	July 2025 Electricity at 404 Division St S	09/03/25
BRAUN INTERTEC CORPORATION	E 403-43101-300 Professional Services	\$813.25	Material Testing	09/03/25
C & S VENDING	E 100-41946-215 Operating & Maintenance Supp	\$484.30	Bag in Box for Rentals - Diet Pepsi, Mountain Dew, Pep	09/03/25
COMMUNITY CO-OP OIL ASSN	E 100-45202-212 Motor Fuels	\$45.06	Fuel for August: Acct# 319870	09/03/25
COMMUNITY CO-OP OIL ASSN	E 601-49440-212 Motor Fuels	\$90.11	Fuel for August: Acct# 319870	09/03/25
COMMUNITY CO-OP OIL ASSN	E 602-49490-212 Motor Fuels	\$135.16	Fuel for August: Acct# 319870	09/03/25
COMMUNITY CO-OP OIL ASSN	E 100-41941-212 Motor Fuels	\$45.06	Fuel for August: Acct# 319870	09/03/25

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
COMMUNITY CO-OP OIL ASSN	E 204-42210-212 Motor Fuels	\$215.44	Fuel for August: Acct# 620143	09/03/25
COMMUNITY CO-OP OIL ASSN	E 100-43101-212 Motor Fuels	\$135.16	Fuel for August: Acct# 319870	09/03/25
ELAN CORPORATE PAYMENT SYSTEM	E 602-49490-202 Postage	\$101.34	1/3 of Postage for utility bills	09/03/25
ELAN CORPORATE PAYMENT SYSTEM	E 100-41425-433 Dues/Subscriptions	\$50.00	MCFOA Membership for Clerk	09/03/25
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-202 Postage	\$101.37	1/3 of Postage for utility bills	09/03/25
ELAN CORPORATE PAYMENT SYSTEM	E 603-49520-202 Postage	\$101.33	1/3 of Postage for utility bills	09/03/25
FARIBAULT FLEET SUPPLY	E 100-41946-240 Small Tools and Equipment	\$92.57	Socket Set, Screwdriver Set, Utility Knife - For Commu	09/03/25
FARIBAULT FLEET SUPPLY	E 100-43101-215 Operating & Maintenance Supp	\$54.98	Weed Killer, Sprayer	09/03/25
FARIBAULT FLEET SUPPLY	E 100-41946-211 Cleaning Supplies	\$23.54	Cleaning Supplies for Community Center Bar	09/03/25
FREEBORN COUNTY COOP OIL	E 100-43101-300 Professional Services	\$640.20	Dust control on Franklin St	09/03/25
GOPHER STATE ONE CALL	E 601-49440-305 Locating Services	\$3.17	August 2025, 5 tickets	09/03/25
GOPHER STATE ONE CALL	E 602-49490-305 Locating Services	\$3.17	August 2025, 5 tickets	09/03/25
GOPHER STATE ONE CALL	E 100-43102-305 Locating Services	\$0.41	August 2025, 5 tickets	09/03/25
JOHNNY ON THE SPOT	E 100-45202-418 Rentals: Portable Rest Rooms	\$139.00	July 2025, Portable Restrooms	09/03/25
LINCOLN NATIONAL LIFE INSURANCE	E 100-41941-130 Employer Paid Insurance	\$3.45	September 2025 Life Insurance	09/03/25
LINCOLN NATIONAL LIFE INSURANCE	E 100-41801-130 Employer Paid Insurance	-\$3.45	September 2025 Life Insurance	09/03/25
LINCOLN NATIONAL LIFE INSURANCE	E 100-41941-130 Employer Paid Insurance	-\$3.45	September 2025 Life Insurance	09/03/25
LINCOLN NATIONAL LIFE INSURANCE	E 100-41801-130 Employer Paid Insurance	\$3.45	August 2025 Life Insurance	09/03/25
LINCOLN NATIONAL LIFE INSURANCE	E 100-41941-130 Employer Paid Insurance	\$3.45	August 2025 Life Insurance	09/03/25
LINCOLN NATIONAL LIFE INSURANCE	E 100-41801-130 Employer Paid Insurance	\$3.45	September 2025 Life Insurance	09/03/25
LMC INSURANCE TRUST WC	E 100-41946-151 WC: Insurance Premiums	\$81.02	8.15.25-8.15.26 Workers Comp Coverage	09/03/25
LMC INSURANCE TRUST WC	E 601-49440-151 WC: Insurance Premiums	\$321.03	8.15.25-8.15.26 Workers Comp Coverage	09/03/25
LMC INSURANCE TRUST WC	E 204-42210-151 WC: Insurance Premiums	\$788.81	8.15.25-8.15.26 Workers Comp Coverage	09/03/25
LMC INSURANCE TRUST WC	E 100-41941-151 WC: Insurance Premiums	\$6,781.31	8.15.25-8.15.26 Workers Comp Coverage	09/03/25
LMC INSURANCE TRUST WC	E 100-41110-151 WC: Insurance Premiums	\$77.96	8.15.25-8.15.26 Workers Comp Coverage	09/03/25
LMC INSURANCE TRUST WC	E 602-49490-151 WC: Insurance Premiums	\$678.74	8.15.25-8.15.26 Workers Comp Coverage	09/03/25
LMC INSURANCE TRUST WC	E 204-42210-151 WC: Insurance Premiums	\$6,331.88	8.15.25-8.15.26 Workers Comp Coverage	09/03/25
LMC INSURANCE TRUST WC	E 100-41948-151 WC: Insurance Premiums	\$163.57	8.15.25-8.15.26 Workers Comp Coverage	09/03/25
LMC INSURANCE TRUST WC	E 100-45202-151 WC: Insurance Premiums	\$62.68	8.15.25-8.15.26 Workers Comp Coverage	09/03/25
LONNIE DAHLE	E 100-46103-411 Rentals: Land	\$400.00	9/1/25-8/31/25 Compost Site Rent	09/03/25
M & W BLACKTOPPING LLC	E 100-45202-300 Professional Services	\$2,520.00	Overlay of Basketball/Pickleball Court	09/03/25
M & W BLACKTOPPING LLC	E 100-45202-300 Professional Services	\$11,000.00	Paving of Basketball/Pickleball Court	09/03/25
MIDWEST FLO CAL LLC	E 602-49490-300 Professional Services	\$587.87	Calibrate Influent Flow Meter at WWTP	09/03/25
MN DEPT OF HEALTH	E 601-49440-433 Dues/Subscriptions	\$760.00	7.1.25-9.30.25 Community Water Supply Service Conn	09/03/25
MN STATE FIRE CHIEFS ASSOC	E 204-42210-432 Training/Conferences	\$325.00	Annual Conference Registration for Joe Caldwell	09/03/25
MN STATE FIRE CHIEFS ASSOC	E 204-42210-432 Training/Conferences	\$975.00	Annual Conference Registration for Steve Nordmeier, K	09/03/25
NAPA WATERVILLE	E 100-43101-215 Operating & Maintenance Supp	\$12.99	DEF	09/03/25
NAPA WATERVILLE	E 204-42210-215 Operating & Maintenance Supp	\$54.99	Cleaning Supplies	09/03/25
NAPA WATERVILLE	E 100-45202-215 Operating & Maintenance Supp	\$144.57	Belts for Mowers	09/03/25
NAPA WATERVILLE	E 100-45202-215 Operating & Maintenance Supp	\$157.83	Battery for 1/2 Ton Truck	09/03/25
NORDMEIER BROS INC	E 100-45202-300 Professional Services	\$408.70	Tires, Bushings, Hydro Tanks	09/03/25
NORDMEIER BROS INC	E 204-42210-300 Professional Services	\$406.27	Fuel Pump for Grass Truck	09/03/25

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
PLUNKETTS PEST CONTROL INC	E 100-41948-310 Pest Control	\$43.81	Pest Control at City Hall	09/03/25
PLUNKETTS PEST CONTROL INC	E 100-41946-310 Pest Control	\$43.82	Pest Control at Community Center	09/03/25
PLUNKETTS PEST CONTROL INC	E 204-42210-310 Pest Control	\$75.22	Pest Control at Fire Hall	09/03/25
TEAM LAB	E 602-49490-216 Chemicals	\$1,699.00	WWTP Chemicals, Super/mega bugs	09/03/25
US BANK	E 371-47601-620 Fiscal Agents' Fees	\$575.00	2025 Fiscal Agent Fees, Series 2022A	09/03/25
UTILITY CONSULTANTS INC	E 602-49490-306 W/S Sample Testing	\$1,222.46	Weekly Sewer Samples	09/03/25
XCEL ENERGY	E 204-42210-380 Utility Services	\$634.68	7.13.25-8.11.25 Electricity: Fire Hall	09/03/25
XCEL ENERGY	E 601-49440-380 Utility Services	-\$264.14	7.13.25-8.11.25 Electricity: Water Tower	09/03/25
XCEL ENERGY	E 602-49490-380 Utility Services	-\$897.16	7.13.25-8.11.25 Electricity: Sewer Pump (WWTP)	09/03/25
XCEL ENERGY	E 100-43101-387 Street Lighting	\$8.69	7.13.25-8.11.25 Electricity: Street Lights	09/03/25
XCEL ENERGY	E 100-43101-387 Street Lighting	\$18.60	7.13.25-8.11.25 Electricity: Auto Protective	09/03/25
XCEL ENERGY	E 100-43101-387 Street Lighting	\$1,435.61	7.13.25-8.11.25 Electricity: Street Lights Co-owned	09/03/25
XCEL ENERGY	E 100-41941-380 Utility Services	-\$75.70	7.13.25-8.11.25 Electricity: Maintenance Shop	09/03/25
XCEL ENERGY	E 602-49490-380 Utility Services	\$9.35	7.13.25-8.11.25 Electricity: Water Pump (Liftstation)	09/03/25
XCEL ENERGY	E 100-43101-387 Street Lighting	-\$92.01	7.13.25-8.11.25 Electricity: Street Lights	09/03/25
XCEL ENERGY	E 100-45202-380 Utility Services	\$26.71	7.13.25-8.11.25 Electricity: Parks	09/03/25
XCEL ENERGY	E 100-41944-380 Utility Services	\$31.50	7.13.25-8.11.25 Electricity: Historic Site (Feed Mill)	09/03/25
XCEL ENERGY	E 601-49440-380 Utility Services	\$77.03	7.13.25-8.11.25 Electricity: Water Pump (Well#1)	09/03/25
XCEL ENERGY	E 100-41946-380 Utility Services	\$9.69	7.13.25-8.11.25 Electricity: Community Center	09/03/25
MN DEPARTMENT OF REVENUE	E 603-49520-439 Refuse Tax	\$692.00	August 2025 Sales and Use Tax Return	09/08/25
MN DEPARTMENT OF REVENUE	E 601-49440-437 Sales Tax	\$34.00	August 2025 Sales and Use Tax Return	09/08/25
MORRISTOWN COMMERCIAL CLUB	E 100-41946-215 Operating & Maintenance Supp	\$254.00	Reimbursement for refill CO2	09/10/25
ADVENTURE SPECIALTIES	E 204-42210-240 Small Tools and Equipment	\$289.85	3 Search & Rescue Vests	09/16/25
ARCHAMBAULT BROTHERS INC	E 603-49520-384 Refuse Disposal	\$5,933.20	August 2025 Trash Removal	09/16/25
CCS CLEANING AND RESTORATION	E 100-41948-300 Professional Services	\$537.33	Carpet Cleaning of Council Chambers and Hallway	09/16/25
CLEARWAY COMMUNITY SOLAR LLC	E 602-49490-380 Utility Services	\$2,082.13	July Electricity for 75 Verdev Dr: WWTP	09/16/25
CLEARWAY COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$95.57	July Electricity for 201 Division St: Well #1	09/16/25
DAHLE ENTERPRISES MORRISTOWN	E 601-49440-300 Professional Services	\$1,651.66	Repair Water Leak - 106 1st St SE	09/16/25
ECKBERG LAMMERS	E 100-41610-304 Legal Fees	\$424.36	August Prosecution Services	09/16/25
FOBBE CONTRACTING	E 403-43101-300 Professional Services	\$3,000.00	Lowering of Fire Hydrants	09/16/25
HAWKINS INC	E 602-49490-216 Chemicals	\$3,809.55	WWTP Chemicals	09/16/25
HAWKINS INC	E 601-49440-216 Chemicals	\$1,600.82	Water Tower Chemicals	09/16/25
HAWKINS INC	E 602-49490-216 Chemicals	\$20.00	WWTP Chemicals	09/16/25
HAWKINS INC	E 601-49440-216 Chemicals	\$10.00	Water Tower Chemicals	09/16/25
JOHNNY ON THE SPOT	E 100-45202-418 Rentals: Portable Rest Rooms	\$139.74	August, Portable Restrooms	09/16/25
LMC INSURANCE TRUST WC	E 100-43101-300 Professional Services	\$250.00	Insurance Deductible	09/16/25
OK TIRE	E 100-45202-215 Operating & Maintenance Supp	\$32.88	Mower Battery	09/16/25
OLYMPIC FIRE PROTECTION CORP	E 204-42210-300 Professional Services	\$205.00	Annual Fire Ext Inspection	09/16/25
OLYMPIC FIRE PROTECTION CORP	E 100-41946-300 Professional Services	\$205.00	Annual Fire Ext Inspection	09/16/25
PLUNKETTS PEST CONTROL INC	E 204-42210-310 Pest Control	\$208.31	Pest Control at Fire Hall	09/16/25
PLUNKETTS PEST CONTROL INC	E 100-41948-310 Pest Control	\$105.16	Pest Control at City Hall	09/16/25
PLUNKETTS PEST CONTROL INC	E 100-41946-310 Pest Control	\$105.16	Pest Control at Community Center	09/16/25

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
SEH SHORT ELLIOT HENDRICKSON	E 403-43101-303 Engineering Fees	\$5,038.35	2024 Street Project, Engineering Charges	09/16/25
USA BLUEBOOK	E 602-49490-216 Chemicals	\$116.65	Sewer Chemicals	09/16/25
USA BLUEBOOK	E 601-49440-216 Chemicals	\$116.64	Water Chemicals	09/16/25
USEMCO	E 602-49490-300 Professional Services	\$600.00	Pump Station Cellular Yearly Contract	09/16/25
WASECA GLASS LLC	E 204-42210-300 Professional Services	\$300.00	Meeting Room Window	09/16/25
ZARNOTH BRUSH WORKS INC	E 100-43101-215 Operating & Maintenance Supp	\$590.00	Street sweeper brushes	09/16/25
CENTERPOINT ENERGY	E 602-49490-380 Utility Services	\$22.92	August Sewer Plant Gas Utilities	09/17/25
CENTERPOINT ENERGY	E 601-49440-380 Utility Services	\$18.10	August Water Tower Gas Utilities	09/17/25
CENTERPOINT ENERGY	E 601-49440-380 Utility Services	\$17.00	August Water Pump Gas Utilities	09/17/25
CENTERPOINT ENERGY	E 100-41941-380 Utility Services	\$31.72	August Maintenance Shop Gas Utilities	09/17/25
CENTERPOINT ENERGY	E 100-41948-380 Utility Services	\$28.42	August City Hall Gas Utilities	09/17/25
CENTERPOINT ENERGY	E 100-41946-380 Utility Services	\$28.42	August Community Center Gas Utilities	09/17/25
CENTERPOINT ENERGY	E 204-42210-380 Utility Services	\$75.48	August 2025 Gas Utilities at Fire Hall. Acct#10583553-	09/17/25
EO JOHNSON CO INC	E 100-41948-206 Printer/Rental/Software	\$38.97	9.8.25-10.7.25 Toshiba Coverage	09/17/25
EO JOHNSON CO INC	E 603-49520-206 Printer/Rental/Software	\$9.74	9.8.25-10.7.25 Toshiba Coverage	09/17/25
EO JOHNSON CO INC	E 602-49490-206 Printer/Rental/Software	\$19.48	9.8.25-10.7.25 Toshiba Coverage	09/17/25
EO JOHNSON CO INC	E 601-49440-206 Printer/Rental/Software	\$19.48	9.8.25-10.7.25 Toshiba Coverage	09/17/25
EO JOHNSON CO INC	E 204-42210-206 Printer/Rental/Software	\$9.74	9.8.25-10.7.25 Toshiba Coverage	09/17/25
VERIZON WIRELESS	E 100-41941-320 Communication	\$40.01	8.7.25-9.6.25 Public Works Tablet Internet	09/17/25
VERIZON WIRELESS	E 100-41941-320 Communication	\$38.40	8.7.25-9.6.25 Public Works Phone 2	09/17/25
VERIZON WIRELESS	E 100-41110-320 Communication	\$80.08	8.7.25-9.6.25 Council Tablets	09/17/25
VERIZON WIRELESS	E 100-42502-320 Communication	\$218.52	8.7.25-9.6.25 Skywarn Tablet #1-5 Internet	09/17/25
VERIZON WIRELESS	E 100-41946-320 Communication	\$40.01	8.7.25-9.6.25 Community Center Phone	09/17/25
VERIZON WIRELESS	E 100-41941-320 Communication	\$40.01	8.7.25-9.6.25 Public Works Phone	09/17/25
XCEL ENERGY	E 602-49490-380 Utility Services	\$9.69	8.11.25-9.10.25 Electricity: Water Pump (Liftstation)	09/29/25
XCEL ENERGY	E 601-49440-380 Utility Services	\$73.04	8.11.25-9.10.25 Electricity: Water Pump (Well#1)	09/29/25
XCEL ENERGY	E 100-41944-380 Utility Services	\$31.22	8.11.25-9.10.25 Electricity: Historic Site (Feed Mill)	09/29/25
XCEL ENERGY	E 100-45202-380 Utility Services	\$33.18	8.11.25-9.10.25 Electricity: Parks	09/29/25
XCEL ENERGY	E 100-43101-387 Street Lighting	-\$73.03	8.11.25-9.10.25 Electricity: Street Lights	09/29/25
XCEL ENERGY	E 100-41946-380 Utility Services	\$171.02	8.11.25-9.10.25 Electricity: Community Center	09/29/25
XCEL ENERGY	E 204-42210-380 Utility Services	\$558.15	8.11.25-9.10.25 Electricity: Fire Hall	09/29/25
XCEL ENERGY	E 100-41941-380 Utility Services	-\$123.28	8.11.25-9.10.25 Electricity: Maintenance Shop	09/29/25
XCEL ENERGY	E 601-49440-380 Utility Services	-\$199.23	8.11.25-9.10.25 Electricity: Water Tower	09/29/25
XCEL ENERGY	E 602-49490-380 Utility Services	-\$447.26	8.11.25-9.10.25 Electricity: Sewer Pump (WWTP)	09/29/25
XCEL ENERGY	E 100-43101-387 Street Lighting	\$8.69	8.11.25-9.10.25 Electricity: Street Lights	09/29/25
XCEL ENERGY	E 100-43101-387 Street Lighting	\$18.75	8.11.25-9.10.25 Electricity: Auto Protective	09/29/25
XCEL ENERGY	E 100-43101-387 Street Lighting	\$1,439.66	8.11.25-9.10.25 Electricity: Street Lights Co-owned	09/29/25
AMAZON BUSINESS	E 602-49490-215 Operating & Maintenance Supp	\$256.59	Electric Hoist, Cleaning Supplies, Tagout Station	09/30/25
AMAZON BUSINESS	E 100-41941-215 Operating & Maintenance Supp	\$194.82	Trimmer head, Carburetor Intake Gasket, Soap, Urinal	09/30/25
AMAZON BUSINESS	E 100-41948-211 Cleaning Supplies	\$155.52	Cleaning Supplies, Paper Towels, Trash Bags, Toilet Pa	09/30/25
AMAZON BUSINESS	E 100-41946-240 Small Tools and Equipment	\$107.68	Shelving	09/30/25
AMAZON BUSINESS	E 204-42210-215 Operating & Maintenance Supp	\$1,031.21	Blood Pressure Monitor, Cuffs, Suction Unit	09/30/25

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
AMAZON BUSINESS	E 100-41946-211 Cleaning Supplies	\$155.52	Cleaning Supplies, Paper Towels, Trash Bags, Toilet Pa	09/30/25
AMAZON BUSINESS	E 100-41946-215 Operating & Maintenance Supp	\$269.69	Items for Rentals - Cups, Storage Bin	09/30/25
BEVCOMM	E 100-42502-320 Communication	\$10.96	October 2025, Communication	09/30/25
BEVCOMM	E 601-49440-320 Communication	\$263.11	October 2025, Communication	09/30/25
BEVCOMM	E 204-42210-320 Communication	\$98.67	October 2025, Communication	09/30/25
BEVCOMM	E 602-49490-320 Communication	\$263.11	October 2025, Communication	09/30/25
BEVCOMM	E 100-42110-320 Communication	\$76.74	October 2025, Communication	09/30/25
BEVCOMM	E 100-41948-320 Communication	\$285.05	October 2025, Communication	09/30/25
BEVCOMM	E 603-49520-320 Communication	\$98.67	October 2025, Communication	09/30/25
BHE COMMUNITY SOLAR LLC	E 100-41948-380 Utility Services	\$445.65	August 2025 Electricity at 404 Division St S	09/30/25
BHE COMMUNITY SOLAR LLC	E 100-41941-380 Utility Services	\$214.34	August 2025 Electricity at 109 2nd St SW	09/30/25
BHE COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$616.76	August 2025 Electricity at 504 3rd St SE	09/30/25
BHE COMMUNITY SOLAR LLC	E 204-42210-380 Utility Services	\$214.34	August 2025 Electricity at 506 Division St S	09/30/25
BHE COMMUNITY SOLAR LLC	E 100-41946-380 Utility Services	\$445.65	August 2025 Electricity at 404 Division St S	09/30/25
DAHLE SOD FARMS LLC	E 100-45202-300 Professional Services	\$7,992.00	Partial Hydroseeding of Centennial Park (FEMA covere	09/30/25
ELAN CORPORATE PAYMENT SYSTEM	E 602-49490-202 Postage	\$198.66	1/3 of Postage for utility bills & Postage permit	09/30/25
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-202 Postage	\$198.72	1/3 of Postage for utility bills & Postage permit	09/30/25
ELAN CORPORATE PAYMENT SYSTEM	E 204-42210-432 Training/Conferences	\$749.70	VRBO Rental for Chief's Conference	09/30/25
ELAN CORPORATE PAYMENT SYSTEM	E 603-49520-202 Postage	\$198.66	1/3 of Postage for utility bills & Postage permit	09/30/25
EVEREST EMERGENCY VEHICLES INC	E 204-42210-215 Operating & Maintenance Supp	\$49.42	Switch for Rescue Truck	09/30/25
FARIBAULT FLEET SUPPLY	E 100-45202-240 Small Tools and Equipment	\$136.17	Sweeper Drum Assembly	09/30/25
MENARDS - DUNDAS	E 100-41941-215 Operating & Maintenance Supp	\$346.58	Supplies to fix issue at Public Works Building	09/30/25
MN VALLEY REGIONAL FIREFIGHTER	E 204-42210-433 Dues/Subscriptions	\$100.00	2025 Dues	09/30/25
SHERWIN WILLIAMS	E 708-45202-215 Operating & Maintenance Supp	\$109.06	Paint for Park Bathrooms	09/30/25
SHERWIN WILLIAMS	E 708-45202-215 Operating & Maintenance Supp	\$62.53	Paint for Park Bathrooms	09/30/25
SUEL PRINTING COMPANY	E 100-41110-350 Printing and Binding	\$247.50	Ordinance Amending Chapter 112 & Ordinance 2025-5	09/30/25
UTILITY CONSULTANTS INC	E 602-49490-306 W/S Sample Testing	\$1,741.55	Weekly Sewer Samples	09/30/25
WASECA GLASS LLC	E 204-42210-300 Professional Services	\$577.60	Meeting Room Window	09/30/25
-E Expenditure		\$123,239.31		
		\$100,066.59		



AGENDA MEMO

Agenda Item: Paid Leave

To: City Council

From: Ellen Judd

Meeting Date: 10/6/2025

Meeting Type: Regular Meeting

Subject: Paid Leave – Implement Minnesota Paid Leave

Action Requested: Motion to approve implementing Minnesota Paid Leave with a 50/50 employer/employee split on the state's plan, effective January 1st 2026.

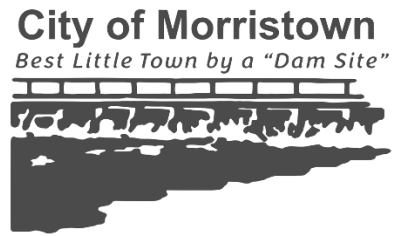
Staff Recommends: Approve

Committee Recommends:

Attachments:

Previous Council Action: Asked to look into private plans.

-
- Overview:**
- State Plan: 0.88%
 - Aris Group: 1.368%
 - Integrity Employee Benefits: Wouldn't quote to a city our size. He said the state plan would be much cheaper for us.



AGENDA MEMO

Agenda Item: Sheriff's Contract

To: City Council

From: Ellen Judd

Meeting Date: 10/6/2025

Meeting Type: Regular Meeting

Subject: Sheriff's Contract – Updated Contract to Reflect New Dates

Action Requested: Motion to approve 40 hour sheriff's contract with Rice County as presented.

Staff Recommends:

Committee Recommends:

Attachments: Sheriff's Contract

Previous Council Action: Motion by Gregor, seconded by Kruger, and carried unanimously to request Sheriff Thomas to move forward drafting a 40-hour law enforcement contract, to be approved at a future meeting.

Overview: Changes are in red. My change is highlighted in yellow.

AGREEMENT LAW ENFORCEMENT SERVICES

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

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

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth beginning June 1, 202~~6~~⁴, through May 31, 202~~7~~⁶; and

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

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

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

I. PURPOSE

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

II. SCOPE OF SERVICES

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

AGREEMENT LAW ENFORCEMENT SERVICES

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

AGREEMENT LAW ENFORCEMENT SERVICES

also recognize the underlying historical obligations that Rice County has to provide police protection to the City.

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

AGREEMENT LAW ENFORCEMENT SERVICES

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

III. SPECIAL EVENT OR ADDITIONAL SERVICES.

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

IV. MUTUAL INDEMNIFICATION

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

AGREEMENT LAW ENFORCEMENT SERVICES

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

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

V. LIABILITY

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

AGREEMENT LAW ENFORCEMENT SERVICES

VI. INSURANCE.

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

VII. TERM OF AGREEMENT/TERMINATION

- A. This Agreement shall become effective and commence June 1, 202~~6~~⁴, and shall be in effect through May 31, 202~~7~~⁶. Renewal of this Agreement shall be as provided in Section VIII.
- B. Either party may terminate this Agreement by notifying the County or City in writing of their intent to terminate the agreement by giving notice. This notice shall be effective six (6) months following notice being given unless the parties mutually agree in writing to a different time period.
- C. Notice to the County shall be given to the County Board and the Rice County Sheriff in person or by certified mail and Notice to the City shall be given to the City's City Clerk or Administrator in person or by certified mail.
- D. Notwithstanding any other provision this contract may be terminated:
 - a. In the event that the City is in default for non-payment and fails to cure the default after 15 days written notice; or
 - b. A party has been given written notice of a material breach of the terms of this agreement and has failed to cure within 90 days.

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

VIII. PAYMENT

- A. The City agrees to pay the County pursuant to Exhibit A of this agreement and such subsequent payment Agreements as shall be agreed to by the parties in writing.
- B. Payments shall be made on a quarterly basis commencing on June 1, 202~~6~~⁴, and continuing on each and every 1st day of January, April, July, and October through May 31, 202~~7~~⁶. The County shall provide the City with a

AGREEMENT LAW ENFORCEMENT SERVICES

written proposal for the cost of a subsequent two or three year term no later than January 31, 202~~7~~6.

- C. No later than March 1, 202~~7~~6, the City shall notify the County in writing of its intention to accept proposed costs for the next two to five year period. If the City does not accept the proposed costs, or the parties do not agree in writing to a different amount no later than March 1, 202~~7~~6, then the contract shall automatically expire May 31, 202~~7~~6.
- D. In the event a new term is not negotiated as of March 1, 202~~7~~6, the County shall take action to notify any affected deputies of their impending layoff related to the termination of the contract to minimize the likelihood of unemployment compensation liability and to notify former officers of the City of their reemployment rights with the City pursuant to Article V in the event that the City intends to reinstate its Police Department.

IX. FINES AND FORFEITURES

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

X. EQUIPMENT AND VEHICLES

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

AGREEMENT LAW ENFORCEMENT SERVICES

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

XI. PROSECUTION COSTS

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

XII. GENERAL PROVISIONS

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

AGREEMENT LAW ENFORCEMENT SERVICES

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

**AGREEMENT
LAW ENFORCEMENT SERVICES**

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

COUNTY OF RICE, MINNESOTA

Dated: _____

By: _____
Galen Malecha
County Board Chair

Dated: _____

By: _____
Jesse Thomas
Rice County Sheriff

Dated: _____

Attest: _____
Sara Folsted
County Administrator

Approved as to form and execution:

Dated: _____

By: _____
Brian Mortenson
Rice County Attorney

**CITY OF MORRISTOWN,
MINNESOTA**

Dated: _____

By: _____
Mayor

Dated: _____

Attest: _____
City Clerk

Approved as to form and execution:

Dated: _____

By: _____
City Attorney

Exhibit A
June 13, 2024, through ~~June 12, 2026~~ May 31, 2027
Law Enforcement Services Provided by Rice County

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

Salary Computation of deputies:

1. 40 hrs./week x 52 weeks = 2028 hours x \$40.51	\$ 90,742.40
2. PERA	\$ 11,796.51
3. Medicare (1.45%)	\$ 1,315.76
4. Workers Comp (1.84%)	\$ 1,669.66
5. Holiday pay x 96 hours x \$40.51	\$ 3,888.96
6. Shift Differential for 1 deputy	\$ 1,500.00
7. Uniform Maintenance for 1 deputy	\$ 2,100.00
8. Health Benefits (Emp+1)	\$ 17,136.00
9. Court Time Pay of 14 hrs. per year (OT rate \$60.76)	\$ 850.71
10. Squad Car and Equipment (5-year life span)	\$ 14,400.00
11. Maintenance, Fuel, and Insurance for 1 squad car	\$ 8,000.00
 TOTAL	 <u>\$153,400.00</u>

From June 1, 2025, onward, a Cost of Living Adjustment of 4% shall be added to the total compensation resulting in a final total compensation of **\$159,536.00**.

AGENDA MEMO

Agenda Item: Change Order

To: City Council
From: Ellen Judd
Meeting Date: 10/6/2025
Meeting Type: Regular Meeting
Subject: Change Order – Project Extension, 6B
Action Requested: Motion to approve change order 6B for an extension of the project completion date.
Staff Recommends: Approve
Committee Recommends:
Attachments: Change Order 6B

Previous Council Action:

Overview: The contractor is requesting a modification to the original contract completion date of July 31st, 2025. Original contract requirements for final paving, striping, and misc. items met this deadline. Discussions about the feasibility for performing additional work took place during the later half of July. This additional work being the installation of topsoil and turf establishment in lieu of aggregate shouldering, and additional concrete curb. During this time the contractor experienced difficulty in locating a suitable source of topsoil following above normal rainfall. An estimated price for the shoulder topsoil was provided by the contractor on August 1st with the City approving this on August 4th. This Work was completed August 12th. The contractor is requesting an extension of the contract completion date to October 15th. While the majority of these tasks are warranty items, the contractor also acknowledges the possibility of contract pay items being used (i.e. weed spraying).



Building a Better World
for All of Us®

CHANGE ORDER

City of Morristown, MN
OWNER

September 2, 2025
DATE

OWNER'S PROJECT NO.

Six-B
CHANGE ORDER NO.

2024 Street and Utility Improvement Project
PROJECT DESCRIPTION

MORRT 175931 71.50
SEH FILE NO.

The following changes shall be made to the contract documents:
Description:

The contractor is requesting a modification to the original contract completion date of July 31st, 2025. Original contract requirements for final paving, striping, and misc. items met this deadline. Discussions about the feasibility for performing additional Work took place during the later half of July. This additional Work being the installation of topsoil and turf establishment in lieu of aggregate shouldering, and additional concrete curb. During this time the contractor experienced difficulty in locating a suitable source of topsoil following above normal rainfall. An estimated price for the shoulder topsoil was provided by the contractor on August 1st with the City approving this on August 4th. This Work was completed August 12th. **The contractor is requesting an extension of the contract completion date to October 15th** with the acknowledgement that their goal is to complete punch list items by September 15th. While the majority of these tasks are warranty items, the contractor also acknowledges the possibility of contract pay items being used (i.e. weed spraying).

Purpose of Change Order:

Basis of Cost: ☐ Actual ☐ Estimated

Attachments (list supporting documents)

Letter from Contractor

Contract Status

Original Contract

Net Change Prior C.O.'s 1 to 5

Change this C.O.

Revised Contract

Time

Cost

\$2,495,098.58

\$78,551.10

\$0.00

\$2,573,649.68

Recommended for Approval: **Short Elliott Hendrickson Inc.** by

Doug Scott, PE (Lic. MN, ND)

Agreed to by Contractor:

Approved for Owner:

BY Holtmeier Construction, Inc.

BY City of Morristown, MN

Project Manager

TITLE

TITLE

Distribution Contractor 1 Owner 1 Project Representative 1

SEH Office 1

x:\ae\el\sys\168159\7-const-svcs\71-mgmt\50-chg-order\p-change order no. 1\co#1.docx

Engineers | Architects | Planners | Scientists

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

507.388.1989 | 877.316.7636 | 888.908.8166 fax | sehinc.com

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

AGENDA MEMO

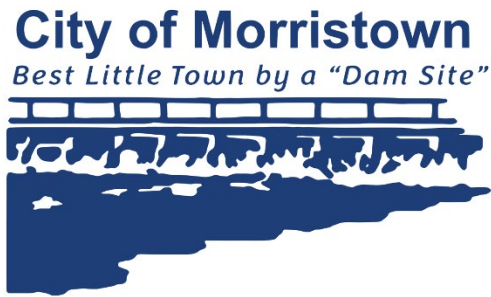
Agenda Item: Resolution 2025-29

To: City Council
From: Ellen Judd
Meeting Date: 10/6/2025
Meeting Type: Regular Meeting
Subject: Resolution 2025-29 – Approve Procedure for Counting Write-In Votes for Local Elective Office
Action Requested: Motion to approve Resolution 2025-29 Approve Procedure for Counting Write-In Votes for Local Elective Office.
Staff Recommends: Approve
Committee Recommends:
Attachments: Resolution 2025-29 Approve Procedure for Counting Write-In Votes for Local Elective Office

Previous Council Action: Adopted Resolution 2023-21 Post-Election Write-In Vote Counting.

Overview: As part of the election law changes made by the legislature this year, the timeline was modified for the period a write-in candidate has to request that their votes be counted from 7 days prior to the election to 19 days prior ([Laws of Minnesota 2025, chapter 39, article 8, section 46](#)).

Our previously passed resolution listed a timeframe for filing the request to count write-ins by 7 days prior to the election. Resolution 2025-29 will allow us to conform with the change in statute.



RESOLUTION 2025-29
CITY OF MORRISTOWN, RICE COUNTY, MINNESOTA

**APPROVE PROCEDURE FOR COUNTING WRITE-IN VOTES FOR LOCAL
ELECTIVE OFFICE**

WHEREAS, Minnesota Statute 204B.09, Subdivision 3, allows for the governing body of a statutory or home rule charter city to adopt a resolution governing the counting of write-in votes for local elective office; and

WHEREAS, the current write-in counting process is overly time consuming and unnecessary. Counting only registered write-in candidates aligns the write-in process with Federal, State, and County offices.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Morristown, Minnesota, that Write-In Candidates for the City of Morristown local elective offices must file a written request with the city clerk and/or filing officer no later than the time prescribed by Minnesota Statute 204B.09, subd. 3 if the candidate wants to have the candidate's write-in votes individually recorded.

Adopted by the City Council of the City of Morristown this 6th day of October 2025.

By:

Tim Flaten, Mayor

ATTEST:

Cassie Eldeen, City Clerk



AGENDA MEMO

Agenda Item: Service Line

To: City Council

From: Ellen Judd

Meeting Date: 10/6/2025

Meeting Type: Regular Meeting

Subject: Service Line – Agreement with Service Line Warranties of America

Motion to approve the City Administrator to sign the agreement with Service Line Warranties of America.

Action Requested: Motion to approve Service Line Warranties of America to use the City of Morristown logo when communicating with residents about the program.

Staff Recommends:

Committee Recommends:

Attachments: Service Line Warranties of America Agreement

Previous Council Action: Discussed program at work session on 9.2.2025

Overview: After approval, city staff will start communicating the program through all city avenues available.

SERVICE LINE PROTECTION PLAN AGREEMENT

EFFECTIVE DATE: _____

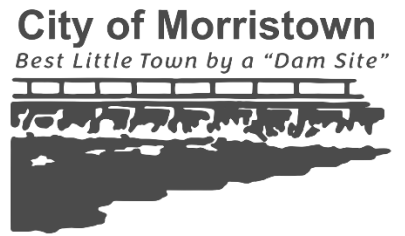
This SERVICE LINE PROTECTION PROGRAM AGREEMENT is by and between the City of Morristown, Minnesota (“City”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“Company”).

1. **Plans.** Company provides services to homeowners and other consumers for the repair of domestic infrastructure and related systems (“Plans”). Such Plans may include:
 - A. **External Water Service Line Plan** (initially, **\$ 5.49 per month**); Homeowner responsibility: From the curb stop to the water meter or main shut-off valve inside the home. Covers thawing of frozen external water lines. Limit: Unlimited number of calls/ \$8,500 per call/Unlimited annual maximum.
 - B. **External Sewer Service Line Plan** (initially, **\$ 10.49 per month**); Homeowner responsibility: From the external wall of the home to the sewer main. Limit: Unlimited number of calls/\$8,500 per call/Unlimited annual maximum.
 - C. **Interior Plumbing and Drainage Plan** (initially **\$ 10.49 per month**); Limit: Unlimited number of calls/\$3,000 per call/Unlimited annual maximum.Company may adjust the Plan fees by no more than \$1.00 per month in any 12-month period, unless otherwise agreed by the parties in writing. The pricing of the Plans are based upon the currently applicable City, municipal or similar codes. In the event of an applicable code change, Company shall have the ability to reassess the pricing. Pricing does not include taxes.
2. **Informational Campaign.** From time to time, Company may provide copies of Company materials to the City describing the Plans and providing Company contact information, which the City may make available to homeowners in its discretion. Such materials shall not include any trademark or logo of the City without the City’s prior approval.
3. **Term.** The term of this Agreement shall be for one (1) year from the Effective Date and will automatically renew for additional one (1) year terms unless one of the parties gives the other written notice of at least ninety (90) days prior to end of the term of its intent not to renew.
4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

CITY OF MORRISTOWN _____ Name: Title:	UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA _____ Name: Michael Backus Title: Chief Revenue Officer
---	---

ASSESSMENT ROLL AS AMENDED AND ADOPTED
2024 STREET AND UTILITY IMPROVEMENT PROJECT

			Refund + 6% \$552.64 extra
Parcel No.	Name	Property Address	
20.23.3.51.043	Bruce A & Kristin M Velzke	200 Franklin St E	\$22.35
20.23.3.51.044	Debbie K Davis	104 2nd St NE	\$56.84
20.23.3.51.045	Thomas Lamont	102 2nd St NE	\$76.01
20.23.3.51.046	Ramon M Medina	201 Main St E	\$16.66
20.23.3.51.049	Kelly Kenow Jr	106 Franklin St E	\$40.89
20.23.3.51.056	Jerome W & Marcheta J Hurst	107 Main St E	\$41.66
20.23.3.51.069	Shane Ryman & Stephanie Olson	26 Main St E	\$64.55
20.23.3.51.075	Jacob Duncan	110 Division St S	\$209.90
20.23.3.51.076	Am Property Management LLC	25 Washington St E	\$268.36
20.23.3.51.077	Jonathan P Miller	105 1st St SE	\$107.59
20.23.3.51.078	Robert Allen Krenik	103 1st St SE	\$125.09
20.23.3.51.079	Richard R Randall	106 Main St E	\$80.09
20.23.3.51.082	Kathryn A Anderson	100 Main St E	\$118.82
20.23.3.51.083	Cynthia A Stopski	104 1st St SE	\$172.72
20.23.3.51.084	Daniel A Lee	106 1st St SE	\$135.86
20.23.3.51.085	Richard E Prescher	101 Washington St E	\$244.56
20.23.3.51.086	Richard & Elizabeth Prescher	103 Washington St E	\$298.04
20.23.3.51.087	Daniel G & Tina M Varness	105 2nd St SE	\$285.35
20.23.3.51.088	Laurie Kolstad Trust	103 2nd St SE	\$187.00
20.23.3.51.092	Aaron Estrem	200 Main St E	\$129.99
20.23.3.51.093	Michael T Orouke & Sheri L Gregor	102 2nd St SE	\$66.55
20.23.3.51.094	Chad W & Edye J Hoepner	104 2nd St SE	\$319.33
20.23.3.51.095	Jeffrey J & Shelly J Wenker	203 Washington St E	\$248.00
20.23.3.51.096	Nicholas & Laura Chadderdon	205 Washington St E	\$308.60
20.26.2.26.008	Michael A & Lynnette A Bohner	202 Washington St E	\$278.98
20.26.2.26.009	Randy L & Lisa A Merritt	200 Washington St E	\$233.31
20.26.2.26.011	Kurt G & Charlene Hildebrandt	201 Ann St E	\$215.44
20.26.2.26.015	Ind School Dist #2143		\$347.49
20.26.2.26.016	Ind School Dist #2143		\$234.68
20.26.2.26.017	Ind School Dist #2143		\$88.01
20.26.2.26.018	Ind School Dist #2143		\$125.49
20.26.2.26.019	Ind School Dist #2143	100 Washington St E	\$1,497.05
20.26.2.26.020	City of Morristown	200 Division St S	\$460.81
20.26.2.26.023	Diane M Pitan	206 Division St S	\$294.11
20.26.2.26.024	Jonathan A & Stacy A Chmelik	300 Division St S	\$92.07
20.26.2.26.027	Ind School Dist #2143		\$990.28
20.26.2.26.030	Countryside Mobile Home Park LLC	300 2nd St SE	\$89.90
20.26.2.26.031	Thomas R & Kelli McMullen	302 2nd St SE	\$281.20
20.26.2.26.032	Richard & Carolyn Gauthier	304 2nd St SE	\$178.34
20.26.2.26.048	Troy & Kari Roth	204 2nd St SE	\$279.58
20.27.1.01.004	Eric L & Abigail L Hughes	111 Ann St W	\$67.68
20.27.1.01.005	Antoinette Ahlman	109 Ann St W	\$81.94
20.27.1.01.006	David D & Lynda S Schlie	110 Ann St W	\$115.31
20.27.1.01.009	Keith William Saemrow	301 Division St S	\$116.29
20.27.1.01.010	Emily J Kasperek	209 Division St S	\$70.57
TOTALS			\$9,763.32



AGENDA MEMO

Agenda Item: Fireman's Dance

To: City Council
From: Ellen Judd
Meeting Date: 10/6/2025
Meeting Type: Regular Meeting
Subject: Fireman's Dance – Permission to Host
Action Requested: Motion to approve the Morristown Fire Relief to host a Fireman's Dance at the Fire Hall parking lot, with the Community Center parking lot to be used for parking.
Staff Recommends: Approve
Committee Recommends:
Attachments:

Previous Council Action: In the past the City Council has approved of the fire department utilizing the Great Hall.

Overview: The Morristown Fire Relief will be hosting the Fireman's Dance this year. There will be a few notable changes from years past:

- Event will be held outside, in the parking lot of the fire hall
- Morristown Fire Relief is considering serving the alcohol themselves

For the purpose of this council meeting, the Morristown Fire Relief is requesting the City's blessing to host the event, and to use the parking lots. The liquor license is planned to be discussed at November's council meeting.

AGENDA MEMO

Agenda Item: Parking

To: City Council

From: Ellen Judd

Meeting Date: 10/6/2025

Meeting Type: Regular Meeting

Subject: Parking – Intersection of Division St and Ann St Parking Concerns

Motion to approve Resolution 2025-28 Requesting the Establishment of Parking Restrictions from Rice County.

Action Requested: Would also like Council to determine the length of no parking. 100' is what the County was thinking.

Staff Recommends:

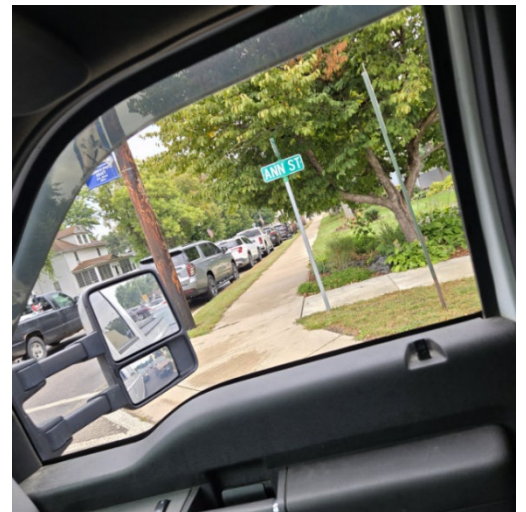
Committee Recommends:

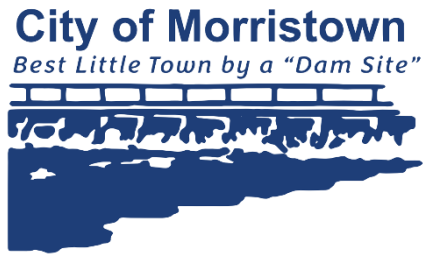
Attachments: Resolution 2025-28 Requesting the Establishment of Parking Restrictions from Rice County

Previous Council Action:

Overview: There have been concerns about visibility when turning onto Division St from Ann St East and West. The visibility is especially bad when the school is hosting events.

The school superintendent has been told of the issue and was asked to allow parking on the grass area of what used to be Ann St E.





RESOLUTION 2025-28
CITY OF MORRISTOWN, RICE COUNTY, MINNESOTA

**REQUESTING THE ESTABLISHMENT OF PARKING RESTRICTIONS FROM
RICE COUNTY**

WHEREAS, the Rice County Board of Commissioners have jurisdiction over County State Aid Highways (CSAH) within the City of Morristown, MN, and

WHEREAS, the City of Morristown has determined that safety and operational issues exist due to parking at the intersection of CSAH 16, (Division Street), and Ann St East and Ann St West, and

WHEREAS, the City of Morristown has determined that parking restrictions extending 100 feet north of the intersection and 100 feet south of the intersection, on both sides, are necessary to address public safety and operational issues.

THEREFORE, BE IT RESOLVED, that the City of Morristown hereby requests the Rice County Board of Commissioners establish PARKING RESTRICTIONS on CSAH 16 north and south of the intersection of CSAH 16 and Ann St East and Ann St West for a distance of 100 feet on both sides of the road.

BE IT FURTHER RESOLVED, the City Council of the City of Morristown, does hereby authorize the Morristown City Clerk to submit this resolution to Rice County for consideration.

Adopted by the City Council of the City of Morristown this 6th day of October 2025.

By:

Tim Flaten, Mayor

ATTEST:

Cassie Eldeen, City Clerk

Council Structure and Role

This memo is in response to questions I've received regarding the structure and role of city council.

Is it true that the mayor doesn't need to live in city limits?

- No, this is not true.
- To hold city office, individuals must be
 - at least 21 years of age on the date of taking office,
 - U.S. citizen and
 - **Resident of the city** for at least 30 days before the election
- https://www.revisor.mn.gov/constitution/#article_7

Does the mayor only vote in the event of a tie?

- No.
- “In statutory cities, each council member, **including the mayor**, has full authority to make and second motions, participate in discussions, and vote on every matter before the council.”
- [League of MN Cities](#)

How is the mayor's role different from council members?

- As the head of the city, the mayor officially speaks for both the council and the community as a whole. The mayor is the presiding officer and a regular member of the council. The mayor has all the powers and duties for the office of council member, in addition to those of mayor.
- The mayor has an obligation to be impartial and objective in conducting the meeting. To maintain this objectivity, many mayors choose to minimize making or seconding motions, and to allow other members of the council to speak before expressing an opinion.
- Mayors can also call special meetings.
- [League of MN Cities](#)

What happens if a council member moves out of town?

- If any council member or mayor ceases to be a resident of the city, a vacancy occurs.
- <https://www.revisor.mn.gov/statutes/cite/351.02>

Can a council member travel to another state for the winter?

- Yes, however, they cannot be absent from council meetings for more than 90 days.
- <https://www.revisor.mn.gov/statutes/cite/412.02>

Can council members attend meetings remotely?

- Yes, as long as they meet certain requirements.
- <https://www.lmc.org/news-publications/news/all/fonl-remote-attendance-open-and-accessible-location-disclosure-requirement-repealed/>

AGENDA MEMO

Agenda Item: Assessment

To: City Council

From: Ellen Judd

Meeting Date: 10/6/2025

Meeting Type: Regular Meeting

Subject: Assessment – Sewer Service Assessment Addition to City Code

Action Requested: Discussion

Staff Recommends:

Committee Recommends:

Attachments:

Previous Council Action: City Council asked that the city code be modified to allow assessing costs for sewer service repairs.

Overview: I originally had a passage added to the city code for sewer service assessments that was similar to the passage in the water section of the city code. However, after sending the passage to Mark for approval, we ran into some issues.

Assessing for water repairs is easier due to State Statute that allows cities to assess through an abbreviated process for unpaid special charges. "Installation or repair of water service lines" is specifically listed as a special charge, however sewer is not. Assessing for sewer would most likely have to follow the same process that we follow when we assess for a street reconstruction project, including mailed notices and hearings.

The City of Minneapolis and St. Paul both have programs in place that allow sewer repairs to be assessed, however since they are bigger cities, the challenges that come with the process are easier for them to navigate.

Mark is willing to look into the process and programs in greater detail to see if there is a way for Morristown to implement this, however I would like the council's blessing to continue spending staff time and attorney fees on this, being that it's now more complicated than we originally thought.



AGENDA MEMO

Agenda Item: Ordinance 2025-6

To: City Council

From: Ellen Judd

Meeting Date: 10/6/2025

Meeting Type: Regular Meeting

Subject: Ordinance 2025-6 – Right-of-Way Ordinance

Action Requested: Motion to approve posting Ordinance 2025-6 – Right-of-Way Ordinance for 10 days on the City's official posting boards and website.

Staff Recommends: Approve

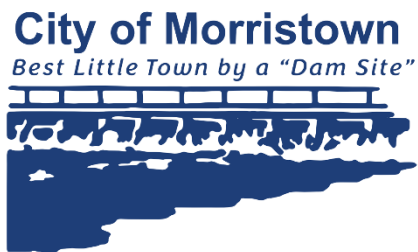
Committee Recommends:

Attachments: Ordinance 2025-6 – Right-of-Way Ordinance

Previous Council Action: Discussed creating a right-of-way ordinance at work session.

Overview: This right-of-way ordinance is from the League of Minnesota cities with slight modifications for Morristown.

The highlighted portion is the part that applies to the reimbursement of the right-of-way.



ORDINANCE NO. 2025-6

CITY OF MORRISTOWN, RICE COUNTY, MINNESOTA

**AN ORDINANCE TO ENACT A NEW CHAPTER OF THE CODE OF ORDINANCES
TO ADMINISTER AND REGULATE THE PUBLIC RIGHTS-OF-WAY IN THE
PUBLIC INTEREST, AND TO PROVIDE FOR THE ISSUANCE AND REGULATION
OF RIGHT-OF-WAY PERMITS**

**THE CITY COUNCIL OF THE CITY OF MORRISTOWN, RICE COUNTY,
MINNESOTA ORDAINS:**

- 1. Morristown City Code Chapter 53 is hereby created and the same shall be inserted into the Morristown City Code as follows:**

“CHAPTER 53: RIGHT OF WAY

§ 53.01 FINDINGS, PURPOSE, AND INTENT

- (A) To provide for the health, safety, and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the rights-of-way, the city strives to keep its rights-of-way in a state of good repair and free from unnecessary encumbrances.
- (B) Accordingly, the city hereby enacts this new chapter of this code relating to right-of-way permits and administration. This chapter imposes reasonable regulation on the placement and maintenance of facilities and equipment currently within its rights-of-way or to be placed therein at some future time. It is intended to complement the regulatory roles of state and federal agencies. Under this chapter, persons excavating and obstructing the rights-of-way will bear financial responsibility for their work. Finally, this chapter provides for recovery of out-of-pocket and projected costs from persons using the public rights-of-way.
- (C) This chapter shall be interpreted consistently with Minnesota Statutes, sections 237.16, 237.162, 237.163, 237.79, 237.81, and 238.086 (the “Act”) and the other laws governing applicable rights of the city and users of the right-of-way. This chapter shall also be interpreted consistent with Minn. R. 7819.0050–7819.9950 and Minn. R., ch. 7560 where possible. To the extent any provision of this chapter cannot be interpreted consistently with the Minnesota Rules, that interpretation most consistent with the Act and other applicable statutory and case law is intended. This chapter shall not be interpreted to limit the regulatory and police powers of the city to adopt and enforce general ordinances necessary to protect the health, safety, and welfare of the public.

§ 53.02 ELECTION TO MANAGE THE PUBLIC RIGHTS-OF-WAY

Pursuant to the authority granted to the city under state and federal statutory, administrative and common law, the city hereby elects, pursuant to Minn. Stat. 237.163 subd. 2(b), to manage rights-of-way within its jurisdiction.

§ 53.03 DEFINITIONS

The following definitions apply in this chapter of this code. References hereafter to “sections” are, unless otherwise specified, references to sections in this chapter. Defined terms remain defined terms, whether or not capitalized.

ABANDONED FACILITY. A facility no longer in service or physically disconnected from a portion of the operating facility, or from any other facility, that is in use or still carries service. A facility is not abandoned unless declared so by the right-of-way user.

APPLICANT. Any person requesting permission to excavate, obstruct, or otherwise place facilities in a right-of-way.

CITY. The city of Morristown, Minnesota. For purposes of section 53.29, city also means the City’s elected officials, officers, employees, and agents.

COLLOCATE OR COLLOCATION. To install, mount, maintain, modify, operate, or replace a small wireless facility on, under, within, or adjacent to an existing wireless support structure or utility pole that is owned privately, or by the city or other governmental unit.

COMMISSION. The State of Minnesota Public Utilities Commission.

CONSTRUCTION PERFORMANCE BOND. Any of the following forms of security provided at permittee’s option:

- Individual project bond;
- Cash deposit;
- Security of a form listed or approved under Minn. Stat. § 15.73, subd. 3;
- Letter of Credit, in a form acceptable to the city;
- Self-insurance, in a form acceptable to the city; A blanket bond for projects within the city, or other form of construction bond, for a time specified and in a form acceptable to the city.

DEGRADATION. A decrease in the useful life of the right-of-way caused by excavation in or disturbance of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation or disturbance did not occur.

DEGRADATION COST. Subject to Minn. R. 7819.1100, means the cost to achieve a level of restoration, as determined by the city at the time the permit is issued, not to exceed the maximum restoration shown in plates 1 to 13, set forth in Minn. R., parts 7819.9900 to 7819.9950.

DEGRADATION FEE. The estimated fee established at the time of permitting by the city to recover costs associated with the decrease in the useful life of the right-of-way caused by the excavation, and which equals the degradation cost.

DEPARTMENT. The department of public works of the city.

DIRECTOR. The Public Works Director of the city, or her or his designee.

DELAY PENALTY. The penalty imposed as a result of unreasonable delays in right-of-way excavation, obstruction, patching, or restoration as established by permit.

EMERGENCY. A condition that;

- (1) Poses a danger to life or health, or of a significant loss of property; or
- (2) Requires immediate repair or replacement of facilities in order to restore service to a

customer.

EQUIPMENT. Any tangible asset used to install, repair, or maintain facilities in any right-of-way.

EXCAVATE. To dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

EXCAVATION PERMIT. The permit which, pursuant to this chapter, must be obtained before a person may excavate in a right-of-way. An Excavation permit allows the holder to excavate that part of the right-of-way described in such permit.

EXCAVATION PERMIT FEE. Money paid to the city by an applicant to cover the costs as provided in Section 53.13.

FACILITY OR FACILITIES. Any tangible asset in the right-of-way used to provide Utility or Telecommunications Service.

FIVE-YEAR PROJECT PLAN. Shows projects adopted by the city for construction within the next five years.

LOCAL REPRESENTATIVE. A local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this chapter.

MANAGEMENT COSTS. The actual costs the city incurs in managing its rights-of-way, including such costs, if incurred, as those associated with registering applicants; issuing, processing, and verifying right-of-way or small wireless facility permit applications; inspecting job sites and restoration projects; maintaining, supporting, protecting, or moving user facilities during right-of-way work; determining the adequacy of right-of-way restoration; restoring work inadequately performed after providing notice and the opportunity to correct the work; and revoking right-of-way or small wireless facility permits. Management costs do not include payment by a telecommunications right-of-way user for the use of the right-of-way, unreasonable fees of a third-party contractor used by the city including fees tied to or based on customer counts, access lines, or revenues generated by the right-of-way or for the city, the fees and cost of litigation relating to the interpretation Minn. Stat. §§ 237.162 or 237.163; or any ordinance enacted under those sections, or the city fees and costs related to appeals taken pursuant to § 53.31 of this chapter.

OBSTRUCT. To place any tangible object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way, or so as to hinder maintenance of any city asset.

OBSTRUCTION PERMIT. The permit which, pursuant to this chapter, must be obtained before a person may obstruct a right-of-way, allowing the holder to hinder free and open passage over the specified portion of that right-of-way, for the duration specified therein.

OBSTRUCTION PERMIT FEE. Money paid to the city by a permittee to cover the costs as provided in § 53.13.

PATCH OR PATCHING. A method of pavement replacement that is temporary in nature. A patch consists of;

- (1) The compaction of the subbase and aggregate base, and
- (2) The replacement, in kind, of the existing pavement for a minimum of two feet beyond the edges of the excavation in all directions. A patch is considered full restoration only when the pavement is included in the city's five-year project plan.

PAVEMENT. Any type of improved surface that is within the public right-of-way and that is paved or otherwise constructed with bituminous, concrete, aggregate, or gravel.

PERMIT. Has the meaning given “right-of-way permit” in this ordinance.

PERMITTEE. Any person to whom a permit to excavate or obstruct a right-of-way has been granted by the city under this chapter.

PERSON. An individual or entity subject to the laws and rules of this state, however organized, whether public or private, whether domestic or foreign, whether for profit or nonprofit, and whether natural, corporate, or political.

PROBATION. The status of a person that has not complied with the conditions of this chapter.

PROBATIONARY PERIOD. One year from the date that a person has been notified in writing that they have been put on probation.

REGISTRANT. Any person who

- (1) Has or seeks to have its equipment or facilities located in any right-of-way, or
- (2) In any way occupies or uses, or seeks to occupy or use, the right-of-way or place its facilities or equipment in the right-of-way.

RESTORE OR RESTORATION. The process by which an excavated right-of-way and surrounding area, including pavement and foundation, is returned to the same condition and life expectancy that existed before excavation.

RESTORATION COST. The amount of money paid to the city by a permittee to achieve the level of restoration according to plates 1 to 13 of Minnesota Public Utilities Commission rules.

PUBLIC RIGHT-OF-WAY OR RIGHT-OF-WAY. The area on, below, or above a public roadway, highway, street, cartway, bicycle lane, or public sidewalk in which the city has an interest, including other dedicated rights-of-way for travel purposes and utility easements of the city. A right-of-way does not include the airwaves above a right-of-way with regard to cellular or other non-wire telecommunications or broadcast service.

RIGHT-OF-WAY PERMIT. Either the excavation permit, the obstruction permit, the small cell permit, or any combination thereof depending on the context, required by this chapter.

RIGHT-OF-WAY USER.

- (1) A telecommunications right-of-way user as defined by Minn. Stat., § 237.162, subd. 4; or
- (2) A person owning or controlling a facility in the right-of-way that is used or intended to be used for providing utility service, and who has a right under law, franchise, or ordinance to use the public right-of-way.

SERVICE OR UTILITY SERVICE. Includes;

- (1) Those services provided by a public utility as defined in Minn. Stat. 216B.02, subds. 4 and 6;
- (2) Services of a telecommunications right-of-way user, including transporting of voice or data information;
- (3) Services of a cable communications systems as defined in Minn. Stat. ch. 238;
- (4) Natural gas or electric energy or telecommunications services provided by the city;
- (5) Services provided by a cooperative electric association organized under Minn. Stat., ch. 308A; and

- (6) Water, sewer, and storm water, including service laterals, steam, cooling, or heating services.

SERVICE LATERAL. An underground facility that is used to transmit, distribute, or furnish gas, electricity, communications, or water from a common source to an end-use customer. A service lateral is also an underground facility that is used in the removal of wastewater or storm water from a customer's premises.

SMALL WIRELESS FACILITY. A wireless facility that meets both of the following qualifications:

- (1) Each antenna is located inside an enclosure of no more than six cubic feet in volume or could fit within such an enclosure; and
- (2) All other wireless equipment associated with the small wireless facility provided such equipment is, in aggregate, no more than 28 cubic feet in volume, not including electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment.

SUPPLEMENTARY APPLICATION. An application made to excavate or obstruct more of the right-of-way than allowed in, or to extend, a permit that had already been issued.

TEMPORARY SURFACE. The compaction of subbase and aggregate base and replacement, in kind, of the existing pavement only to the edges of the excavation. It is temporary in nature except when the replacement is of pavement included in the city's two-year plan, in which case it is considered full restoration.

TRENCH. An excavation in the pavement, with the excavation having a length equal to or greater than the width of the pavement.

TELECOMMUNICATIONS RIGHT-OF-WAY USER. A person owning or controlling a facility in the right-of-way, or seeking to own or control a facility in the right-of-way that is used or is intended to be used for providing wireless service, or transporting telecommunication or other voice or data information. For purposes of this chapter, a cable communication system defined and regulated under Minn. Stat. ch. 238, and telecommunication activities related to providing natural gas or electric energy services, a public utility as defined in Minn. Stat. § 216B.02, a municipality, a municipal gas or power agency organized under Minn. Stat. ch. 453 and 453A, or a cooperative electric association organized under Minn. Stat. ch. 308A, are not telecommunications right-of-way users for purposes of this chapter except to the extent such entity is offering wireless service.

TWO YEAR PROJECT PLAN. Shows projects adopted by the city for construction within the next two years.

UTILITY POLE. A pole that is used in whole or in part to facilitate telecommunications or electric service.

WIRELESS FACILITY. Equipment at a fixed location that enables the provision of wireless services between user equipment and a wireless service network, including equipment associated with wireless service, a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and a small wireless facility, but not including wireless support structures, wireline backhaul facilities, or cables between utility poles or wireless support structures, or not otherwise immediately adjacent to

and directly associated with a specific antenna.

WIRELESS SERVICE. Any service using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or by means of a mobile device, that is provided using wireless facilities. Wireless service does not include services regulated under Title VI of the Communications Act of 1934, as amended, including cable service.

WIRELESS SUPPORT STRUCTURE. A new or existing structure in a right-of-way designed to support or capable of supporting small wireless facilities, as reasonably determined by the city.

§ 53.04 ADMINISTRATION

The City Administrator, or as otherwise designated by the city council, is the principal city official responsible for the administration of the rights-of-way, right-of-way permits, and the ordinances related thereto. The City Administrator may delegate any or all of the duties hereunder.

§ 53.05 UTILITY COORDINATION COMMITTEE

The city may create an advisory utility coordination committee. Participation on the committee is voluntary. It will be composed of any registrants that wish to assist the city in obtaining information and, by making recommendations regarding use of the right-of-way, and to improve the process of performing construction work therein. The city may determine the size of such committee and shall appoint members from a list of registrants that have expressed a desire to assist the city.

§ 53.06 REGISTRATION AND RIGHT-OF-WAY OCCUPANCY

- (A) *Registration.* Each person authorized to occupy or use, or seeks to occupy or use, the right-of-way or place any equipment or facilities in or on the right-of-way, including persons with installation and maintenance responsibilities by lease, sublease, or assignment, must register with the city. Registration will consist of providing application information.
- (B) *Registration Prior to Work.* No person may construct, install, repair, remove, relocate, or perform any other work on, or use any facilities or any part thereof, in any right-of-way without first being registered with the city.
- (C) *Exceptions.* Nothing herein shall be construed to repeal or amend the provisions of a city ordinance permitting persons to plant or maintain boulevard plantings or gardens in the area of the right-of-way between their property and the street curb. Persons planting or maintaining boulevard plantings or gardens shall not be deemed to use or occupy the right-of-way, and shall not be required to obtain any permits or satisfy any other requirements for planting or maintaining such boulevard plantings or gardens under this chapter. However, nothing herein relieves a person from complying with the provisions of the Minn. Stat. ch. 216D, Gopher One Call Law.

§ 53.07 REGISTRATION INFORMATION

- (A) *Information Required.* Registration shall be requested on an application form produced by the City. The information provided to the city at the time of registration shall include, but not be limited to:
 - (1) Each registrant's name, Gopher One-Call registration certificate number, address and email address, if applicable, and telephone and facsimile numbers.
 - (2) The name, address, and email address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or designee shall be available at all times. Current information regarding how to contact the local representative in an emergency

shall be provided at the time of registration.

(3) A certificate of insurance or self-insurance:

- (a) Verifying that an insurance policy has been issued to the registrant by an insurance company licensed to do business in the state of Minnesota, or a form of self-insurance acceptable to the city;
- (b) Verifying that the registrant is insured against claims for personal injury, including death, as well as claims for property damage arising out of the
 - (i.) use and occupancy of the right-of-way by the registrant, its officers, agents, employees, and permittees, and
 - (ii.) placement and use of facilities and equipment in the right-of-way by the registrant, its officers, agents, employees, and permittees, including, but not limited to, protection against liability arising from completed operations, damage of underground facilities, and collapse of property;
- (c) Naming the city as an additional insured as to whom the coverages required herein are in force and applicable and for whom defense will be provided as to all such coverages;
- (d) Requiring that the city be notified thirty (30) days in advance of cancellation of the policy or material modification of a coverage term; and
- (e) Indicating comprehensive liability coverage, automobile liability coverage, workers' compensation and umbrella coverage established by the city in amounts sufficient to protect the city and the public and to carry out the purposes and policies of this chapter.
- (f) The city may require a copy of the actual insurance policies.
- (g) If the person is a corporation, a copy of the certificate is required to be filed under state law as recorded and certified to by the secretary of state. A copy of the person's order granting a certificate of authority from the Minnesota Public Utilities Commission or other authorization or approval from the applicable state or federal agency to lawfully operate, where the person is lawfully required to have such authorization or approval from said commission or other state or federal agency.

(4) Any other information deemed necessary by the City Administrator to adequately protect the health, safety, and welfare of the city.

- (B) *Notice of Changes.* The registrant shall keep all of the information listed above current at all times by providing to the city information as to changes within fifteen (15) days following the date on which the registrant has knowledge of any change.

§ 53.08 REPORTING OBLIGATIONS

- (A) *Operations.* Each registrant shall, at the time of registration and by December 1 of each year, file a construction and major maintenance plan for underground facilities with the city. Such plan shall be submitted using a format designated by the city and shall contain the information determined by the city to be necessary to facilitate the coordination and reduction in the

frequency of excavations and obstructions of rights-of-way. The plan shall include, but not be limited to, the following information:

- (1) The locations and the estimated beginning and ending dates of all projects to be commenced during the next calendar year (in this section, a “next-year project”); and
- (2) To the extent known, the tentative locations and estimated beginning and ending dates for all projects contemplated for the five years following the next calendar year (in this section, a “five-year project”).
 - (a) The term “project” in this section shall include both next-year projects and five-year projects.
 - (b) By January 1 of each year, the city will have available for inspection in the city’s office a composite list of all projects of which the city has been informed of the annual plans. All registrants are responsible for keeping themselves informed of the current status of this list.
 - (c) Thereafter, by February 1, each registrant may change any project in its list of next-year projects, and must notify the city and all other registrants of all such changes in said list. Notwithstanding the foregoing, a registrant may at any time join in a next-year project of another registrant listed by the other registrant.

- (B) *Additional Next-Year Projects.* Notwithstanding the foregoing, the city will not deny an application for a right-of-way permit for failure to include a project in a plan submitted to the city if the registrant has used commercially reasonable efforts to anticipate and plan for the project.

§ 53.09 PERMIT REQUIREMENT

- (A) *Permit Required.* Except as otherwise provided in this code, no person may obstruct or excavate any right-of-way, or install or place facilities in the right-of-way, without first having obtained the appropriate right-of-way permit from the city to do so.
- (1) *Excavation Permit.* An excavation permit is required by a registrant to excavate that part of the right-of-way described in such permit and to hinder free and open passage over the specified portion of the right-of-way by placing facilities described therein, to the extent and for the duration specified therein.
 - (2) *Obstruction Permit.* An obstruction permit is required by a registrant to hinder free and open passage over the specified portion of right-of-way by placing equipment described therein on the right-of-way, to the extent and for the duration specified therein. An obstruction permit is not required if a person already possesses a valid excavation permit for the same project.
 - (3) *Small Wireless Facility Permit.* A small wireless facility permit is required by a registrant to erect or install a wireless support structure, to collocate a small wireless facility, or to otherwise install a small wireless facility in the specified portion or the right-of-way, to the extent specified therein, provided that such permit shall remain in effect for the length of time the facility is in use, unless lawfully revoked.
- (B) *Permit Extensions.* No person may excavate or obstruct the right-of-way beyond the date or dates specified in the permit unless

- i. Such person makes a supplementary application for another right-of-way permit before the expiration of the initial permit, and
 - ii. A new permit or permit extension is granted.
- (C) *Delay Penalty.* In accordance with Minn. Rule 7819.1000 subp. 3 and notwithstanding paragraph (B) of this Section, the city shall establish and impose a delay penalty for unreasonable delays in right-of-way excavation, obstruction, patching, or restoration. The delay penalty shall be established from time to time by City Council resolution.
- (D) *Permit Display.* Permits issued under this chapter shall be conspicuously displayed or otherwise available at all times at the indicated work site and shall be available for inspection by the city.

§ 53.10 PERMIT APPLICATIONS

Application for a permit is made to the city on city-issued forms. Right-of-way permit applications shall contain, and will be considered complete only upon compliance with, the requirements of the following provisions:

- (A) Registration with the city pursuant to this chapter.
- (B) Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all known existing and proposed facilities and all other information deemed relevant by the Director.
- (C) Payment of money due the city for:
 - 1. Permit fees, estimated restoration costs, and other management costs;
 - 2. Prior obstructions or excavations;
 - 3. Any undisputed loss, damage, or expense suffered by the city because of applicant's prior excavations or obstructions of the rights-of-way or any emergency actions taken by the city;
 - 4. Franchise fees or other charges, if applicable.
- (D) Payment of disputed amounts due the city by posting security or depositing in an escrow account an amount equal to at least 110 percent of the amount owing.
- (E) Posting an additional or larger construction performance bond for additional facilities when applicant requests an excavation permit to install additional facilities and the city deems the existing construction performance bond inadequate under applicable standards.

§ 53.11 ISSUANCE OF PERMIT; CONDITIONS

- (A) *Permit Issuance.* If the applicant has satisfied the requirements of this chapter, the city shall issue a permit.
- (B) *Conditions.* The city may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder to protect the health, safety, and welfare or when necessary to protect the right-of-way and its current use. In addition, a permittee shall comply with all requirements of local, state, and federal laws, including but not limited to Minn. Stat. §§ 216D.01 - .09 (Gopher One Call Excavation Notice System) and Minn. R., ch. 7560.
- (C) *Small Wireless Facility Conditions.* In addition to paragraph (B), the erection or installation of a wireless support structure, the collocation of a small wireless facility, or other installation of a

small wireless facility in the right-of-way, shall be subject to the following conditions:

- (1) A small wireless facility shall only be collocated on the particular wireless support structure, under those attachment specifications, and at the height indicated in the applicable permit application.
- (2) No new wireless support structure installed within the right-of-way shall exceed 50 feet in height without the city's written authorization, provided that the city may impose a lower height limit in the applicable permit to protect the public health, safety and welfare or to protect the right-of-way and its current use, and further provided that a registrant may replace an existing wireless support structure exceeding 50 feet in height with a structure of the same height subject to such conditions or requirements as may be imposed in the applicable permit.
- (3) No wireless facility may extend more than 10 feet above its wireless support structure.
- (4) Where an applicant proposes to install a new wireless support structure in the right-of-way, the city may impose separation requirements between such structure and any existing wireless support structure or other facilities in and around the right-of-way.
- (5) Where an applicant proposes to replace a wireless support structure, the city may impose reasonable restocking, replacement, or relocation requirements on the replacement of such structure.
- (6) A permit will be deemed void if the approved equipment is not installed within one year of issuance of the permit.

§ 53.12 ACTION ON SMALL WIRELESS FACILITY PERMIT APPLICATIONS

- (A) *Deadline for Action.* The city shall approve or deny a small wireless facility permit application within 90 days after filing of such application or within any timeline established by state law. The small wireless facility permit, and any associated building permit application, shall be deemed approved if the city fails to approve or deny the application within the review periods established in this section.
- (B) *Consolidated Applications.* An applicant may file a consolidated small wireless facility permit application addressing the proposed collocation of up to 15 small wireless facilities, or a greater number if agreed to by a local government unit, provided that all small wireless facilities in the application:
 - (1) Are located within a two-mile radius;
 - (2) Consist of substantially similar equipment; and
 - (3) Are to be placed on similar types of wireless support structures.

In rendering a decision on a consolidated permit application, the city may approve some small wireless facilities and deny others, but may not use denial of one or more permits as a basis to deny all small wireless facilities in the application.

- (C) *Tolling of Deadline.* The 90-day deadline for action on a small wireless facility permit application may be tolled if:
 - (1) The city receives applications from one or more applicants seeking approval of permits for more than 30 small wireless facilities within a seven-day period. In such case, the city may extend the deadline for all such applications by 30 days by informing the

affected applicants in writing of such extension.

(2) The applicant fails to submit all required documents or information and the city provides written notice of incompleteness to the applicant within 30 days of receipt the application. Upon submission of additional documents or information, the city shall have ten days to notify the applicant in writing of any still-missing information.

(3) The city and a small wireless facility applicant agree in writing to toll the review period.

§ 53.13 PERMIT FEES

(A) *Excavation Permit Fee.* The city shall impose an excavation permit fee in an amount sufficient to recover the following costs:

(1) The city management costs;

(2) Degradation costs, if applicable.

(B) *Obstruction Permit Fee.* The city shall impose an obstruction permit fee in an amount sufficient to recover the city management costs.

(C) *Small Wireless Facility Permit Fee.* The city shall impose a small wireless facility permit fee in an amount sufficient to recover:

(1) Management costs, and;

(2) City engineering, make-ready, and construction costs associated with collocation of small wireless facilities.

(D) *Payment of Permit Fees.* No excavation permit, obstruction permit, or small cell permit shall be issued without payment of all required fees. The city may allow applicant to pay such fees within thirty (30) days of billing.

(E) *Non-Refundable.* Permit fees that were paid for a permit that the city has revoked for a breach as stated in § 53.23 are not refundable.

(F) *Application to Franchises.* Unless otherwise agreed to in a franchise, management costs may be charged separately from and in addition to the franchise fees imposed on a right-of-way user in the franchise.

§ 53.14 RIGHT-OF-WAY PATCHING AND RESTORATION

(A) *Timing.* The work to be done under the excavation permit, and the patching and restoration of the right-of-way as required herein, must be completed within the dates specified in the permit, increased by as many days as work could not be done because of circumstances beyond the control of the permittee or when work was prohibited as unseasonal or unreasonable under § 53.17.

(B) *Patch and Restoration.* Permittee shall patch its own work. The city may choose either to have the permittee restore the right-of-way or to restore the right-of-way itself.

(1) *City Restoration.* If the city restores the right-of-way, permittee shall pay the costs thereof within thirty (30) days of billing. If, following such restoration, the pavement settles due to permittee's improper backfilling, the permittee shall pay to the city, within thirty (30) days of billing, all costs associated with correcting the defective work.

(2) *Permittee Restoration.* If the permittee restores the right-of-way itself, it shall at the

time of application for an excavation permit post a construction performance bond in accordance with the provisions of Minn. Rule 7819.3000.

- (3) *Degradation Fee in Lieu of Restoration.* In lieu of right-of-way restoration, a right-of-way user may elect to pay a degradation fee. However, the right-of-way user shall remain responsible for patching and the degradation fee shall not include the cost to accomplish these responsibilities.
- (C) *Standards.* The permittee shall perform excavation, backfilling, patching, and restoration according to the standards and with the materials specified by the city and shall comply with Minn. Rule 7819.1100.
- (D) *Duty to Correct Defects.* The permittee shall correct defects in patching or restoration performed by permittee or its agents. The permittee upon notification from the city, shall correct all restoration work to the extent necessary, using the method required by the city. Said work shall be completed within five (5) calendar days of the receipt of the notice from the city, not including days during which work cannot be performed because of circumstances constituting force majeure or days when work is prohibited as unseasonable or unreasonable under § 53.17.
- (E) *Failure to Restore.* If the permittee fails to restore the right-of-way in the manner and to the condition required by the city, or fails to satisfactorily and timely complete all restoration required by the city, the city at its option may do such work. In that event the permittee shall pay to the city, within thirty (30) days of billing, the cost of restoring the right-of-way. If permittee fails to pay as required, the city may exercise its rights under the construction performance bond.
- (F) **Restoration Reimbursement for Water and Sewer Repairs.** If a homeowner must excavate the right-of-way to repair or replace the homeowner's portion of the sanitary sewer service lateral, or water service, the homeowner may be eligible for reimbursement from the city for a portion of the right-of-way restoration. The following shall apply:
 - (1) Homeowner must notify City Hall as soon as reasonably possible that a repair or replacement was made, or will be made, in the city right-of-way.
 - (2) Before reimbursement may occur, documented proof must be provided that shows the necessity of repair or replacement. Proof may include, but is not limited to, televising video, contractor affidavit, or pictures of a water leak. City Council shall make the final determination whether or not the proof provided was sufficient to satisfy this requirement.
 - (3) The total amount that may be reimbursed shall be established from time to time by City Council resolution.
 - (4) Reimbursement may only be granted by City Council once all applicable invoices and receipts have been submitted to City Hall.
 - (5) Reimbursement is limited to the following items, which must be in-kind:
 - (a) Curb and gutter
 - (b) Sidewalk
 - (c) Turf restoration
 - (d) Bituminous

§ 53.15 JOINT APPLICATIONS

- (A) *Joint Application.* Registrants may jointly apply for permits to excavate or obstruct the right-of-way at the same time and place.

- (B) *Shared Fees.* Registrants who apply for permits for the same obstruction or excavation, which the city does not perform, may share in the payment of the obstruction or excavation permit fee. In order to obtain a joint permit, registrants must agree among themselves as to the portion each will pay and indicate the same on their applications.
- (C) *With city projects.* Registrants who join in a scheduled obstruction or excavation performed by the city, whether or not it is a joint application by two or more registrants or a single application, are not required to pay the excavation or obstruction and degradation portions of the permit fee, but a permit is still required.

§ 53.16 SUPPLEMENTARY APPLICATIONS

- (A) *Limitation on Area.* A right-of-way permit is valid only for the area of the right-of-way specified in the permit. No permittee may do any work outside the area specified in the permit, except as provided herein. Any permittee which determines that an area greater than that specified in the permit must be obstructed or excavated must before working in that greater area:
 - (1) Submit an application for a permit extension and pay any additional fees required thereby, and
 - (2) Be granted a new permit or permit extension.
- (B) *Limitation on Dates.* A right-of-way permit is valid only for the dates specified in the permit. No permittee may begin its work before the permit start date or, except as provided herein, continue working after the end date. If a permittee does not finish the work by the permit end date, it must apply for a new permit for the additional time it needs, and receive the new permit or an extension of the old permit before working after the end date of the previous permit. This supplementary application must be submitted before the permit end date.

§ 53.17 OTHER OBLIGATIONS

- (A) *Compliance with Other Laws.* Obtaining a right-of-way permit does not relieve permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by the city or other applicable rule, law or regulation. A permittee shall comply with all requirements of local, state and federal laws, including but not limited to Minn. Stat. §§ 216D.01-.09 (Gopher One Call Excavation Notice System) and Minn. R., ch. 7560. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who does the work.
- (B) *Prohibited Work.* Except in an emergency, and with the approval of the city, no right-of-way obstruction or excavation may be done when seasonally prohibited or when conditions are unreasonable for such work.
- (C) *Interference with Right-of-way.* A permittee shall not obstruct a right-of-way so that the natural free and clear passage of water through the gutters or other waterways shall be interfered with. Private vehicles of those doing work in the right-of-way may not be parked within or next to a permit area, unless parked in conformance with city parking regulations. The loading or unloading of trucks must be done solely within the defined permit area unless specifically authorized by the permit.
- (D) *Trenchless Excavation.* As a condition of all applicable permits, permittees employing trenchless excavation methods, including but not limited to Horizontal Directional Drilling, shall follow all requirements set forth in Minn. Stat. ch. 216D and Minn. R., ch. 7560 and shall require

potholing or open cutting over existing underground utilities before excavating, as determined by the director.

§ 53.18 DENIAL OR REVOCATION OF PERMIT

- (A) *Reasons for Denial.* The city may deny a permit for failure to meet the requirements and conditions of this chapter or if the city determines that the denial is necessary to protect the health, safety, and welfare of the public or when necessary to protect the right-of-way and its current use and any city asset or facility.
- (B) *Procedural Requirements.* The denial or revocation of a permit must be made in writing and must document the basis for the denial. The city must notify the applicant or right-of-way user in writing within three business days of the decision to deny or revoke a permit. If an application is denied, the right-of-way user may address the reasons for denial identified by the city and resubmit its application. If the application is resubmitted within 30 days of receipt of the notice of denial, no additional application fee shall be imposed. The city must approve or deny the resubmitted application within 30 days after submission.

§ 53.19 INSTALLATION REQUIREMENTS

The excavation, backfilling, patching and restoration, and all other work performed in the right-of-way shall be done in conformance with Minn. R. 7819.1100 and 7819.5000 and other applicable local requirements, in so far as they are not inconsistent with the Minn. Stat., §§ 237.162 and 237.163. Installation of service laterals shall be performed in accordance with Minn. R., ch 7560 and these ordinances. Service lateral installation is further subject to those requirements and conditions set forth by the city in the applicable permits and/or agreements referenced in § 53.23 (B).

§ 53.20 INSPECTION

- (A) *Notice of Completion.* When the work under any permit hereunder is completed, the permittee shall furnish a completion certificate in accordance Minn. Rule 7819.1300 or other as built documentation as deemed necessary by the City Engineer or Director.
- (B) *Site Inspection.* Permittee shall make the work site available to the city and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.
- (C) *Authority of Director.*
 - (1) At the time of inspection, the director may order the immediate cessation of any work which poses a serious threat to the life, health, safety, or well-being of the public.
 - (2) The director may issue an order to the permittee for any work that does not conform to the terms of the permit or other applicable standards, conditions, or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten (10) days after issuance of the order, the permittee shall present proof to the director that the violation has been corrected. If such proof has not been presented within the required time, the director may revoke the permit pursuant to § 53.23.

§ 53.21 WORK DONE WITHOUT A PERMIT

- (A) *Emergency Situations.* Each registrant shall immediately notify the director of any event regarding its facilities that it considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Excavators' notification to Gopher State One Call regarding an emergency situation does not fulfill this requirement.

Within two (2) business days after the occurrence of the emergency, the registrant shall apply for the necessary permits, pay the fees associated therewith, and fulfill the rest of the requirements necessary to bring itself into compliance with this chapter for the actions it took in response to the emergency. If the city becomes aware of an emergency regarding a registrant's facilities, the city will attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. In any event, the city may take whatever action it deems necessary to respond to the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

- (B) *Non-Emergency Situations.* Except in an emergency, any person who, without first having obtained the necessary permit, obstructs or excavates a right-of-way must subsequently obtain a permit and, as a penalty, pay double the normal fee for said permit, pay double all the other fees required by the city code, deposit with the city the fees necessary to correct any damage to the right-of-way, and comply with all of the requirements of this chapter.

§ 53.22 SUPPLEMENTARY NOTIFICATION

If the obstruction or excavation of the right-of-way begins later or ends sooner than the date given on the permit, permittee shall notify the city of the accurate information as soon as this information is known.

§ 53.23 REVOCATION OF PERMITS

- (A) *Substantial Breach.* The city reserves its right, as provided herein, to revoke any right-of-way permit without a fee refund, if there is a substantial breach of the terms and conditions of any statute, ordinance, rule or regulation, or any material condition of the permit. A substantial breach by permittee shall include, but shall not be limited to, the following:
- (1) The violation of any material provision of the right-of-way permit.
 - (2) An evasion or attempt to evade any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens.
 - (3) Any material misrepresentation of fact in the application for a right-of-way permit.
 - (4) The failure to complete the work in a timely manner, unless a permit extension is obtained or unless the failure to complete work is due to reasons beyond the permittee's control.
 - (5) The failure to correct, in a timely manner, work that does not conform to a condition indicated on an order issued pursuant to Sec. 53.20.
- (B) *Written Notice of Breach.* If the city determines that the permittee has committed a substantial breach of a term or condition of any statute, ordinance, rule, regulation, or any condition of the permit, the city shall make a written demand upon the permittee to remedy such violation. The demand shall state that continued violations may be cause for revocation of the permit. A substantial breach, as stated above, will allow the city, at its discretion, to place additional or revised conditions on the permit to mitigate and remedy the breach.
- (C) *Response to Notice of Breach.* Within twenty-four (24) hours of receiving notification of the breach, permittee shall provide the city with a plan, acceptable to the city, that will cure the breach. Permittee's failure to contact the city, or permittee's failure to timely submit an acceptable plan, or permittee's failure to reasonably implement the approved plan, shall be

cause for immediate revocation of the permit. Further, permittee's failure to contact the city, or permittee's failure to submit an acceptable plan, or permittee's failure to reasonably implement the approved plan, shall automatically place the permittee on probation for one (1) full year.

- (D) *Cause for Probation.* From time to time, the city may establish a list of conditions of the permit, which if breached will automatically place the permittee on probation for one full year, such as, but not limited to, working out of the allotted time period or working on right-of-way grossly outside of the permit authorization.
- (E) *Automatic Revocation.* If a permittee, while on probation, commits a breach as outlined above, permittee's permit will automatically be revoked and permittee will not be allowed further permits for one full year, except for emergency repairs.
- (F) *Reimbursement of City Costs.* If a permit is revoked, the permittee shall also reimburse the city for the city's reasonable costs, including restoration costs and the costs of collection and reasonable attorneys' fees incurred in connection with such revocation.

§ 53.24 MAPPING DATA

- (A) *Information Required.* Each registrant and permittee shall provide mapping information required by the city in accordance with Minn. R. 7819.4000 and 7819.4100. Within ninety (90) days following completion of any work pursuant to a permit, the permittee shall provide the director accurate maps and drawings certifying the "as-built" location of all equipment installed, owned, and maintained by the permittee. Such maps and drawings shall include the horizontal and vertical location of all facilities and equipment and shall be provided consistent with the city's electronic mapping system. Failure to provide maps and drawings pursuant to this subsection shall be grounds for revoking the permit holder's registration.
- (B) *Service Laterals.* All permits issued for the installation or repair of service laterals, other than minor repairs as defined in Minn. R. 7560.0150, subp. 2, shall require the permittee's use of appropriate means of establishing the horizontal locations of installed service laterals and the service lateral vertical locations in those cases where the director reasonably requires it. Permittees or their subcontractors shall submit to the director evidence satisfactory to the director of the installed service lateral locations. Compliance with this paragraph (B) and with applicable Gopher State One Call law and Minnesota Rules governing service laterals installed after Dec. 31, 2005, shall be a condition of any city approval necessary for:
 - (1) Payments to contractors working on a public improvement project, including those under Minn. Stat. ch. 429, and
 - (2) City approval under development agreements or other subdivision or site plan approval under Minn. Stat. ch. 462. The director shall reasonably determine the appropriate method of providing such information to the city. Failure to provide prompt and accurate information on the service laterals installed may result in the revocation of the permit issued for the work or future permits to the offending permittee or its subcontractors.

§ 53.25 LOCATION AND RELOCATION OF FACILITIES

- (A) Placement, location, and relocation of facilities must comply with the Act, with other applicable law, with other applicable standards adopted by the city, and with Minn. R. 7819.3100, 7819.5000, and 7819.5100, to the extent the rules do not limit authority otherwise available to

cities.

- (B) *Undergrounding.* Unless otherwise agreed in a franchise or other agreement between the applicable right-of-way user and the City, facilities in the right-of-way must be located or relocated and maintained underground.
- (C) *Corridors.* The city may assign a specific area within the right-of-way, or any particular segment thereof as may be necessary, for each type of facility that is or, pursuant to current technology, the city expects will someday be located within the right-of-way. All excavation, obstruction, or other permits issued by the city involving the installation or replacement of facilities shall designate the proper corridor for the facilities at issue. Any registrant who has facilities in the right-of-way in a position at variance with the corridors established by the city shall, no later than at the time of the next reconstruction or excavation of the area where the facilities are located, move the facilities to the assigned position within the right-of-way, unless this requirement is waived by the city for good cause shown, upon consideration of such factors as the remaining economic life of the facilities, public safety, customer service needs, and hardship to the registrant.
- (D) *Nuisance.* One year after the passage of this chapter, any facilities found in a right-of-way that have not been registered shall be deemed to be a nuisance. The city may exercise any remedies or rights it has at law or in equity, including, but not limited to, abating the nuisance or taking possession of the facilities and restoring the right-of-way to a useable condition.
- (E) *Limitation of Space.* To protect the health, safety, and welfare of the public, or when necessary to protect the right-of-way and its current use, the city shall have the power to prohibit or limit the placement of new or additional facilities within the right-of-way. In making such decisions, the city shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the time of year with respect to essential utilities, the protection of existing facilities in the right-of-way, and future city plans for public improvements and development projects which have been determined to be in the public interest.

§ 53.26 PRE-EXCAVATION FACILITIES LOCATION

In addition to complying with the requirements of Minn. Stat. 216D.01-.09 ("One Call Excavation Notice System") before the start date of any right-of-way excavation, each registrant who has facilities or equipment in the area to be excavated shall mark the horizontal and vertical placement of all said facilities. Any registrant whose facilities are less than twenty (20) inches below a concrete or asphalt surface shall notify and work closely with the excavation contractor to establish the exact location of its facilities and the best procedure for excavation.

§ 53.27 DAMAGE TO OTHER FACILITIES

When the city does work in the right-of-way and finds it necessary to maintain, support, or move a registrant's facilities to protect it, the city shall notify the local representative as early as is reasonably possible. The costs associated therewith will be billed to that registrant and must be paid within thirty (30) days from the date of billing. Each registrant shall be responsible for the cost of repairing any facilities in the right-of-way which it or its facilities damage. Each registrant shall be responsible for the cost of repairing any damage to the facilities of another registrant caused during the city's response to an emergency occasioned by that registrant's facilities.

§ 53.28 RIGHT-OF-WAY VACATION

Reservation of right. If the city vacates a right-of-way that contains the facilities of a registrant, the registrant's rights in the vacated right-of-way are governed by Minn. R. 7819.3200.

§ 53.29 INDEMNIFICATION AND LIABILITY

By registering with the city, or by accepting a permit under this chapter, a registrant or permittee agrees to defend and indemnify the city in accordance with the provisions of Minn. Rule 7819.1250.

§ 53.30 ABANDONED AND UNUSABLE FACILITIES

- (A) *Discontinued Operations.* A registrant who has determined to discontinue all or a portion of its operations in the city must provide information satisfactory to the city that the registrant's obligations for its facilities in the right-of-way under this chapter have been lawfully assumed by another registrant.
- (B) *Removal.* Any registrant who has abandoned facilities in any right-of-way shall remove it from that right-of-way if required in conjunction with other right-of-way repair, excavation, or construction, unless this requirement is waived by the city.

§ 53.31 APPEAL

A right-of-way user that:

- (1) Has been denied registration;
- (2) Has been denied a permit;
- (3) Has had a permit revoked;
- (4) Believes that the fees imposed are not in conformity with Minn. Stat. § 237.163, subd. 6; or
- (5) Disputes a determination of the director regarding § 53.24 (B) of this ordinance may have the denial, revocation, fee imposition, or decision reviewed, upon written request, by the City Council. The City Council shall act on a timely written request at its next regularly scheduled meeting, provided the right-of-way user has submitted its appeal with sufficient time to include the appeal as a regular agenda item. A decision by the City Council affirming the denial, revocation, or fee imposition will be in writing and supported by written findings establishing the reasonableness of the decision.

§ 53.32 RESERVATION OF REGULATORY AND POLICE POWERS

A permittee's rights are subject to the regulatory and police powers of the city to adopt and enforce general ordinances as necessary to protect the health, safety, and welfare of the public.

§ 53.33 SEVERABILITY

If any portion of this chapter is for any reason held invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof. Nothing in this chapter precludes the city from requiring a franchise agreement with the applicant, as allowed by law, in addition to requirements set forth herein.

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

ADOPTED this 3rd day of November, 2025, by the City Council of the City of Morristown.

By: _____
Tim Flaten
Mayor

ATTEST:

Cassie Eldeen
City Clerk

City of Morristown

Best Little Town by a "Dam Site"



402 Division St S ♦ Po Box 362

Morristown, MN 55052 ♦ (507) 685-2302

admin@ci.morristown.mn.us

Permit No: _____

Right-of-Way Permit Application

General Information

☐ Excavation Permit

☐ Obstruction Permit

GSOC Registration # _____ Plan # _____

Project Location _____

Applicant _____ 24 Hour Phone # _____

Address _____

City _____ State _____ Zip Code _____

Contact Person _____ Work Phone _____ 24 Hour Phone # _____

General Contractor _____ GSOC Registration # _____

Work Phone # _____ 24 Hour Phone # _____

Contact Person _____

Facilities Information

☐ Cable TV

☐ Water

☐ Sewer

☐ Electric

☐ Telephone Copper

☐ Fiber Cable

☐ Other _____

Purpose of Construction

☐ New

☐ Replacement

☐ Repair

☐ Other _____

Type of Construction

☐ Trench

☐ Hole

☐ Chamber

☐ Bore

☐ Aerial

☐ Plow

☐ Other _____

Construction Details

	Length (LF)	Width	Depth	Fee Formula	Fee
--	-------------	-------	-------	-------------	-----

Excavation Size	_____	_____	_____	$\$75 + ((LF - 50ft) * \$0.35) =$	_____
-----------------	-------	-------	-------	-----------------------------------	-------

Obstruction Length	_____			$\$50 + (LF * \$0.05) =$	_____
--------------------	-------	--	--	--------------------------	-------

ROW Being Used ☐ Driving Lane ☐ Parking Lane ☐ Sidewalk ☐ Boulevard

Type of Material ☐ Concrete ☐ Bituminous ☐ Gravel ☐ Grass ☐ Trees ☐ Shrubs

Structures ☐ Curb & Gutter ☐ Sidewalk ☐ Signs ☐ Other _____

Estimated Start Date _____ Estimated Completion Date _____

Applicants Signature _____ Date _____

Office Use Only

Date Received _____

Date Approved _____

Approved By _____

☐ Yes ☐ N/A Detailed Plan Submitted

☐ Yes ☐ N/A Copy Sent to County Engineer

City of Morristown

Best Little Town by a "Dam Site"



402 Division St S ♦ Po Box 362

Morristown, MN 55052 ♦ (507) 685-2302

admin@ci.morristown.mn.us

Right-of-Way User Registration

General Information

Registrant's Name _____
Registrant's Address _____
E-mail Address _____
Business Phone Number _____
Emergency Phone Number _____
GSOC Registration # _____

Local Representative (24-hour contact) Information

Name _____
Address _____
Business Phone Number _____
Emergency Phone Number _____

Certificate of Insurance of Self-Insurance

See § 53.07 (A)(3) for details.

Name of Insurance Company _____
Policy Number _____
General Liability _____
Comprehensive _____
Worker's Compensation _____
City Additional Insured _____

Additional

Acknowledgement of Indemnification for the City of Morristown ☐ Yes ☐ No
Franchise Agreement ☐ Yes ☐ No

Authorized Signature _____ Date _____
Printed Name _____ Title _____

Office Use Only

Date Received _____ Approved By _____

Minnesota Statutes

- 15** **State Agencies in General**
- 15.73 Alternative Form of Retainage.
- 216D** **Excavation Notice System**
- 237** **Telecommunications**
- 237.16 Local Exchange Competition, Rules.
- 237.162 Public Right-Of-Way; Definitions.
- 237.163 Use And Regulation of Public Right-Of-Way.
- 237.79 Telephone Company Providing Cable Service.
- 237.81 Interexchange Telephone Service: Scope
- 238** **Cable Communications**
- 238.086 (the “Act”) Franchise Holder Exemption.
- 429** **Local Improvements, Special Assessments**
- 462** **Planning, Zoning**

Minnesota Rules

- 7560** **Excavation Notice System**
-
- 7819** **Public Rights-Of-Way Standards**
- 7819.0050 Applicability.
- 7819.0100 Definitions.
- 7819.0200 High-Density Corridor.
- 7819.1000 Fees And Penalties.
- 7819.1100 Restoration Of Right-Of-Way.
- 7819.1200 Notice.
- 7819.1250 Indemnification.
- 7819.1300 Completion Certificate.
- 7819.3000 Construction Performance Bond.
- 7819.3100 Relocation Of Existing Facilities.
- 7819.3200 Right-Of-Way Vacation.
- 7819.3300 Abandoned Facilities.
- Mapping Systems**
- 7819.4000 Authority; Purpose.
- 7819.4100 Required Mapping Information.
- Facility Installation, Construction, Location**
- 7819.5000 Installation Of Telecommunications Facility.
- 7819.5100 Construction And Location Requirements.
- 7819.9900 Utility Trench Restoration; Plates 1 And 2.
- 7819.9905 Utility Trench Restoration; Plates 3 And 4.
- 7819.9910 Utility Trench Restoration; Plate 5.
- 7819.9915 Utility Trench Restoration; Plate 6.
- 7819.9920 Utility Hole Restoration; Plate 7.
- 7819.9925 Utility Hole Restoration; Plate 8.
- 7819.9930 Utility Hole Restoration; Plate 9.
- 7819.9935 Utility Hole Restoration; Plate 10.
- 7819.9940 Typical Road Plan; Plate 11.
- 7819.9945 Typical Road Restoration; Plate 12.
- 7819.9950 Typical Road Shoulder Restoration; Plate 13.

