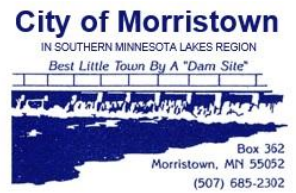


## MORRISTOWN CITY COUNCIL MEETING AGENDA

Regular Meeting, 7:00 p.m.

Monday, March 3, 2025



- 
1. Call to Order:
  2. Pledge of Allegiance:
  3. Additions/Corrections:
    - Addition 7B Resolution 2025-11 Summary Publication for Ordinance 2025-1
    - Addition 7F Resolution 2025-12 Cooperative Agreement with Minnesota DNR
    - Addition 7G Spring Open Burning
  4. Citizens Comments: *Need to sign up prior to meeting*
- 
5. Consent Agenda:
    - A. Police Report February 2025– to come in separate email
    - B. Fire Department Report February 2025
    - C. Public Works Report February 2025
    - D. City Council Minutes Regular Meeting 2/3/2025
    - E. Zoning Board Minutes Regular Meeting 2/20/2025
    - F. Financial Reports 2/28/2025 – to come in separate email
    - G. Claims & Accounts 2/1/2025 – 2/28/2025
    - H. Fire Contracts Approve 2025 Fire Contracts
    - I. Resolution 2025-11 Authorizing Automated Clearing House Payments
  6. **UNFINISHED BUSINESS:**
    - A. SEH Invoices to be paid
    - B. SEH Supplemental Letter Agreement with Reduction
    - C. SEH 2024 Agreement for Professional Services
    - D. Liquor Procedure for Liquor License/Great Hall
  7. **NEW BUSINESS:**
    - A. Ordinance 2025-1 An Ordinance Amending Section 152.218 of the Morristown City Code.
    - B. Resolution 2025-11 Resolution 2025-11 Summary Publication for Ordinance 2025-1
    - C. Zoning Administrator Hire Tony Lindahl as the Zoning Administrator
    - D. Purchasing Policy Changes to the Purchasing Policy
    - E. Ordinance 2025-2 152.235 - Cannabis Businesses
    - F. Resolution 2025-12 Cooperative Agreement with Minnesota DNR
    - G. Burning Set date for spring open burning:  
*April 1- May 15, hours of 6 pm-12 noon with no permit required*
  8. **CORRESPONDENCE & ANNOUNCEMENTS:**
    - A. Congratulations Congratulations to **Leon Gregor** who retired from the Fire Department after 44 years of service!! And congratulations to new Fire Chief **Kyle Green**, and Assistant Fire Chief **Kyle Morris**!
  9. **COUNCIL DISCUSSION & CONCERNS:**
  10. **ADJOURNMENT:**
  11. **NEXT MEETING:** Monday, April 7, 2025 – 7:00 p.m.



# MORRISTOWN FIRE DEPARTMENT

P.O. Box 161  
Morristown, Minnesota 55052



## Call Report

Date	Type	Location
2-2-25	Medical	Cate St
2-3-25	Fire/Accident	160th St
2-3-25	Medical	Cannon Lake Ct
2-4-25	Medical	4th St SE
2-5-25	Medical	Ann St E
2-5-25	Medical	4th St SW
2-6-25	Medical	Fertile Ave
2-8-25	Medical	Fertile Ave
2-15-25	Fire/Accident	Morristown Blvd
2-17-25	Medical	Cannon Lake Tr
2-17-25	Medical	2nd St SW
2-19-25	Meeting	Medford
2-20-25	Medical	235th St
2-20-25	Medical	South Division
2-21-25	Medical	Morristown Blvd
2-22-25	Fire/Mutual Aid	403rd Ave Waseca
2-23-25	Medical	Cedar Lake Path
2-24-25	Fire/Accident	230th St

## Training

New SCBA's

## Department Update

None

## Items for Discussion

None

# Public Works Council Report

## GENERAL

- Repaired Emergency lights ( still have one left in community center to replace.)
- Locates as needed
- Monthly safety checks
- Worked on getting equipment ready for winter
- Salted sidewalks
- Washed all trucks and snowplowing equipment
- Cleaned inside of trucks
- Manhole checks
- Replaced curb broom on sweeper, greased, and checked all fluids and is ready to go for spring use
- Yearly reports to the state
- Cleaning building at WWTP
- Jim fixed furnace at well 1
- Notified Xcel Energy about streetlights that are not working.
- Rick Lacanne is going to fix streetlights in community center parking lot, he also has to rewire well 1 for the new fill station to work correctly. Also still waiting on him to finish some stuff up at the plant.

## WATER

- Daily testing
- Endpoint repairs
- Flush tower
- Located watermain and curb stops
- Water shut offs
- There is a fire hydrant on Main and 2<sup>nd</sup> St intersection that needs to be replaced ( Troy Dahle has it on his schedule)
- The plumber got the fire hall and well 1 RPZ installed and finished up
- Got more Water main pipe on hand and parts to fix more breaks in the future
- The plumber got the fill station switched around at well 1
- Working on getting our chlorine numbers in the water higher
- Flushed hydrants

## WASTEWATER

- Daily testing
- Cleaned clarifiers.
- Cleaned lift pumps
- Decant
- Cleaned grit chamber
- Cleaned flocculator
- Settle meter tests
- Weekly Disinfecting of plant
- Weekly samples
- Made sure all the heaters worked in the buildings for winter
- Cleaned scum lines
- Chemicals got filled

- Rick installed new VFD for Blower #2. He has been adjusting parameters on the VFD because it has been throwing some fault codes.
- Rick is going to rewire the bar screen to run off the lift pumps
- Made and installed new measuring pipes for the telescoping valves
- Pulled both lift pumps up and cleaned debris out of the pumps.
- Troy Dahle came in and brush cut all the shrubs and trees growing on the outside of plant fence.

## STREETS

- Fixed signs
- Manhole checks.
- Street project.
- Sanded streets when needed
- Fixed legion banners that broke
- Took down Christmas lights
- Plowed snow
- Salted streets as needed
- Swept streets once it got nice out

## PARKS/COMPOST

- Picked up garbage
- Maintained brush pile
- Working on picnic tables, replacing wood as needed and repainting them. Down to 4 picnic tables left to be repaired and ordered 2 new picnic tables for down at park.
- Burned brush pile on 2/24/25
- Got the playground inspections for the year completed and turned into Ellen.
- Worked with Val at the dam to get bid for making a handicap sidewalk down to dam.

## MORRISTOWN CITY COUNCIL MEETING MINUTES

Regular Meeting, 7:00 p.m.

Monday, February 3<sup>rd</sup>, 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, Anna Nusbaum, Val Kruger  
Others Present: Cassie Eldeen (City Clerk), Austin Schulz, Bruce Morris, Jack Schwichtenberg, John Schlie, Johnathan Chmelik, Pam Petersen, Jeff Wenker, Jake Duncan, Lisa Merritt, Mike Mallow, Kyle Green, Tim Dahle, Matt Rossow, Tony Lindahl, Linda Murphy

1. Call to Order: A regular meeting of the Morristown City Council was called to order on Monday, February 3<sup>rd</sup>, 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:
- 
4. Citizens Comments: Lisa Merritt had a list of concerns/questions: Was wondering where we are at with the missed lot? Who from the city calculated the assessments per resolution 2024-19? Are resolutions approved by the city even followed? Assessment itemization requests, where are they? Holtmeier and SEH placed drains incorrectly, are they going to be fixed?  
Pam Petersen wanted to thank Devin for putting out a garbage bin by the city shop.
  5. Consent Agenda: Motion by Gregor, seconded by Nusbaum and carried unanimously to approve the Consent Agenda.
  6. **UNFINISHED BUSINESS:**  
Park Bathrooms Motion by Nusbaum, seconded by Gregor and carried unanimously to approve moving forward to finish the bathrooms before Dam Days.
- 
7. **NEW BUSINESS:**
    - A. Dam Days Steve Nordmeier came to let people know that Seth Prescher and Terry Meschke are now the chairmen for Dam Days. Contacts have been made with Rice County for road closures and policing.
    - B. Retirement Motion by Gregor, seconded by Kruger, and carried unanimously (with Caldwell abstaining) to increase the Fire Dept retirement by \$300 to \$3,900 per year of service.
    - C. SEH Brent Kavitz came to meeting to share that he will be taking of the remaining of the 2024 street project. Kavitz also inquired about outstanding invoices and to discuss the 2025 Contract Renewal. Both items tabled until next month to give Council time to look at the master agreement.
    - D. Resolution 2025-10 Motion by Caldwell, seconded by Gregor and carried unanimously to approve Resolution 2025-10
    - E. Alcohol Motion by Nusbaum, seconded by Kruger and carried unanimously to approve the alcohol policy with addition of security clause and changing the number of guests from 100 to 200.
    - F. Wage Motion by Caldwell, seconded by Nusbaum and carried unanimously (Kruger abstaining) to approve leaving the snow plow rate at \$25.
    - G. Cannabis Discussion regarding Cannabis Ordinance. City Attorney will write up a potential draft to present to the council.
    - H. Prom Motion by Caldwell, seconded by Kruger and carried unanimously to approve WEM being able to set up in the great hall starting April 28th.
    - I. Burger & Wing Night Discussion about any interest in volunteering at the Legion for one of their Burger & Wings Nights. No movement due to no motion.
    - J. Audit Motion by Nusbaum, seconded by Kruger and carried unanimously to schedule Special Meeting on March 13<sup>th</sup> @ 6:00 pm to discuss audit.

## 8. CORRESPONDENCE & ANNOUNCEMENTS:

A. Dam Days May 30<sup>th</sup> - June 1<sup>st</sup>, 2025

9. **COUNCIL DISCUSSION & CONCERNS:**

A.

10. **ADJOURNMENT:** Motion by Nusbaum, seconded by Gregor and carried unanimously to adjourn the regular Morristown City Council meeting at 8:34 p.m.

11. **NEXT MEETING:**  
Regular Meeting: Monday March 3, 2025 – 7:00 p.m.

Approved:

\_\_\_\_\_  
Mayor, Tim Flaten

Attested:

\_\_\_\_\_  
City Clerk, Cassie Eldeen

DRAFT

## MORRISTOWN ZONING BOARD MEETING MINUTES

Regular Meeting, 7:00 p.m.

Thursday, February 20, 2025



Members Present: Jim Lonergan (Chair), Pamela Petersen, John Schlie, John Krenik

Members Absent: John Chmelik

Others Present: Cassie Eldeen (City Clerk), LuAnn & Jim Heyer, Tony Lindahl

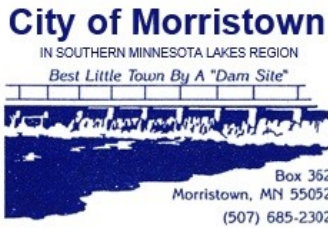
1. Call to Order: The Morristown Zoning Board Meeting was called to order at 7:00pm by the Zoning Board Chair, Jim Lonergan, on February 20, 2025, in the Council Chambers at City Hall at 402 Division St S.
2. Additions to Agenda: 201 Bloomer/304 Division St. N  
Motion by Petersen, seconded by Krenik and carried unanimously to close the regular meeting and open the Public Hearing.  
**PUBLIC HEARING – AMENDING SECTION 152.218 OF THE MORRISTOWN CITY CODE.**  
Board Chair Lonergan requested from the residents in attendance if anyone had any comments or concerns. No one spoke up.
3. Approval of Minutes: Motion by Schlie, seconded by Petersen and carried unanimously to approve the minutes from January 16, 2024.
4. Requests to Be Heard: Jim & LuAnn Heyer came to discuss building an accessory building on they lot and also having another small accessory building. Discussion regarding the difference in requirements if zoned Agriculture or Residential. Clerk to clarify. If it is zoned residential, motion by Krenik, seconded by Schlie and carried unanimously to approve calling for a public hearing and CUP to get the variance.
5. Council Action at Last Meeting: None
6. **UNFINISHED BUSINESS:** None
7. **NEW BUSINESS:**
  - A Zoning Administrator Board reviewed the application that was received. Motion by Schlie, seconded by Petersen and carried unanimously to send recommendation to City Council Tony Lindahl to hire as the Zoning Administrator.
  - B 201 Bloomer/304 Division St. N Discussion on where the Zoning Board would come in on past issues.
8. **ZONING ADMINISTRATOR'S REPORT:**  
Open and closed permits were reviewed.
9. **BOARD DISCUSSION & CONCERNS:**
10. **ADJOURNMENT:** Motion by Schlie, seconded by Krenik, and carried unanimously to adjourn the Thursday, February 20th, 2025, Zoning Board Meeting at 8:00 p.m.
11. **NEXT MEETING:** Thursday, March 20th, 2025, at 7:00 p.m.

Approved:

Attested:

\_\_\_\_\_  
City Clerk, Cassie Eldeen

\_\_\_\_\_  
Mayor, Tim Flaten



# CITY OF MORRISTOWN

## Transaction Activity

02/28/25 1:36 PM

Page 1

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
-E Expenditure				
ABRA AUTO GLASS	E 601-49440-300 Professional Services	\$170.15	Windshield replacement	
ABRA AUTO GLASS	E 602-49490-300 Professional Services	\$170.15	Windshield replacement	
ARCHAMBAULT BROTHERS INC	E 603-49520-384 Refuse Disposal	\$5,828.35	November 2024 Trash Removal	
ARCHAMBAULT BROTHERS INC	E 603-49520-384 Refuse Disposal	\$5,871.31	December 2024 Trash Removal	
CLEARWAY COMMUNITY SOLAR LLC	E 602-49490-380 Utility Services	\$2,043.13	9.1.24-9.30.24 Electricity for 75 Verdev Dr: WWTP	
CLEARWAY COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$93.78	9.1.24-9.30.24 Electricity for 201 Division St: Well #1	
CLEARWAY COMMUNITY SOLAR LLC	E 602-49490-380 Utility Services	\$375.04	12.1.24-12.31.24 Electricity for 75 Verdev Dr: WWTP	
CLEARWAY COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$17.21	MONTH Electricity for 201 Division St: Well #1	
COMMUNITY CO-OP OIL ASSN	E 204-42210-212 Motor Fuels	\$419.22	Fuel for January 2025: Acct# 620143	
CUSTOM ALARM	E 100-41944-311 Alarm Company	\$164.37	3.1.25-5.31.25 Historical Society Intrusion/Fire Monitor	
DSG DAKOTA SUPPLY GROUP	E 100-43101-215 Operating & Maintenance Supp	\$496.68	Red Hydrant Paint	
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-206 Printer/Rental/Software	\$15.63	Postage for Water Samples	
EPCRA	E 601-49440-433 Dues/Subscriptions	\$100.00	2025 Tier II Annual Fees	
FARIBAULT FLEET SUPPLY	E 602-49490-215 Operating & Maintenance Supp	\$11.96	2" caps	
FARIBAULT FLEET SUPPLY	E 100-45202-215 Operating & Maintenance Supp	\$7.58	Cover Roller	
FARIBAULT FLEET SUPPLY	E 100-43101-215 Operating & Maintenance Supp	\$10.99	Crank Kit for Plow Truck	
FARIBAULT FLEET SUPPLY	E 100-45202-215 Operating & Maintenance Supp	\$4.56	Bolts, Nuts, Washers	
FARIBAULT FLEET SUPPLY	E 100-43101-215 Operating & Maintenance Supp	\$50.97	Hitchpin, Clevis, Link	
FLOORS BY FARMER	E 204-42210-300 Professional Services	\$300.00	Tile Repairs	
HAWKINS INC	E 601-49440-216 Chemicals	\$20.00	Water Tower Chemicals	
HAWKINS INC	E 602-49490-216 Chemicals	\$30.00	WWTP Chemicals	
LMC LEAGUE OF MINNESOTA CITIES	E 100-41425-432 Training/Conferences	\$233.89	MMUA Safety Training for 2025	
LMC LEAGUE OF MINNESOTA CITIES	E 602-49490-432 Training/Conferences	\$701.66	MMUA Safety Training for 2025	
LMC LEAGUE OF MINNESOTA CITIES	E 601-49440-432 Training/Conferences	\$701.67	MMUA Safety Training for 2025	
LMC LEAGUE OF MINNESOTA CITIES	E 100-41801-432 Training/Conferences	\$233.89	MMUA Safety Training for 2025	
LMC LEAGUE OF MINNESOTA CITIES	E 100-41110-432 Training/Conferences	\$350.00	Val Kruger Elected Leaders Institute	
LMC LEAGUE OF MINNESOTA CITIES	E 100-41941-432 Training/Conferences	\$467.78	MMUA Safety Training for 2025	
MEDICAL & SAFETY RESOURCES INC	E 204-42210-432 Training/Conferences	\$625.00	Emergency Medical Responder Refresher 12/30/24	
MENARDS - DUNDAS	E 100-46103-215 Operating & Maintenance Supp	\$44.06	Spray Paint, 4 1/2" Metal Grinding	
MID-AMERICA BACKFLOW PREVENTE	E 602-49490-300 Professional Services	\$350.00	Backflow preventer testing at WWTP	
MID-AMERICA BACKFLOW PREVENTE	E 100-41948-300 Professional Services	\$175.00	Backflow preventer testing at CC/CH	
MID-AMERICA BACKFLOW PREVENTE	E 100-41946-300 Professional Services	\$200.00	Backflow preventer testing at CC/CH	
MINNESOTA COMFORT SOLUTIONS	E 601-49440-300 Professional Services	\$462.50	Replace Furnace Combustion Assembly & Air Filter @	
MN DNR ECOLOGICAL & WATER RESO	E 601-49440-433 Dues/Subscriptions	\$207.20	2025 Water Permit Usage Dues	
MORRIS, KYLE	E 204-42210-200 Office Supplies	\$97.40	Reimbursement for Office Supplies	



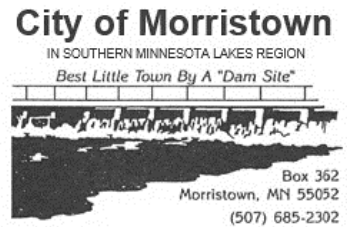
Check/Receipt  
Date

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
NAPA WATERVILLE	E 601-49440-215 Operating & Maintenance Supp	\$27.34	Chevy 3500 Strobes	
NAPA WATERVILLE	E 602-49490-215 Operating & Maintenance Supp	\$27.35	Chevy 3500 Strobes	
RICE COUNTY SHERIFFS OFFICE	E 100-42110-307 Police Administration	\$38,349.99	November 2024-January 2025, Law Enforcement Contr	
SECURITAS ELECTRONIC SECURITY	E 204-42210-311 Alarm Company	\$83.34	2.1.25-4.30.25 Monitoring Services	
SUEL PRINTING COMPANY	E 100-41110-350 Printing and Binding	\$66.00	Printing of Master Fee Ordinance (COUNCIL)	
US BANK	E 371-47110-601 Bond Principal	\$75,000.00	2025 Spring Payment, Principal: Series 2022A	
US BANK	E 371-47210-611 Bond Interest	\$37,525.00	2025 Spring Payment, Interest: Series 2022A	
USA BLUEBOOK	E 601-49440-216 Chemicals	\$311.37	Water Chemicals	
USA BLUEBOOK	E 602-49490-216 Chemicals	\$66.62	Sewer Chemicals	
WATER CONSERVATION SERVICES, IN	E 601-49440-215 Operating & Maintenance Supp	\$496.80	Leak Locate @ Division & Bloomer	
AMAZON BUSINESS	E 100-41941-200 Office Supplies	\$49.99	Printer	02/04/25
AMAZON BUSINESS	E 100-41941-215 Operating & Maintenance Supp	\$100.82	Batteries, blades	02/04/25
AMAZON BUSINESS	E 100-41948-200 Office Supplies	\$324.11	Printer, folders, copy paper	02/04/25
AMAZON BUSINESS	E 602-49490-200 Office Supplies	\$43.98	Printer ink	02/04/25
BADGER METER	E 602-49490-302 WST Metering & Billing	\$174.83	January 2025 Cellular Service to Endpoints	02/04/25
BADGER METER	E 601-49440-302 WST Metering & Billing	\$174.84	January 2025 Cellular Service to Endpoints	02/04/25
BHE COMMUNITY SOLAR LLC	E 100-41948-380 Utility Services	\$177.12	12.1.24-12.31.24 Electricity at 404 Division St S	02/04/25
BHE COMMUNITY SOLAR LLC	E 204-42210-380 Utility Services	\$84.75	12.1.24-12.31.24 Electricity at 506 Division St S	02/04/25
BHE COMMUNITY SOLAR LLC	E 601-49440-380 Utility Services	\$246.09	12.1.24-12.31.24 Electricity at 504 3rd St SE	02/04/25
BHE COMMUNITY SOLAR LLC	E 100-41941-380 Utility Services	\$84.75	12.1.24-12.31.24 Electricity at 109 2nd St SW	02/04/25
BHE COMMUNITY SOLAR LLC	E 100-41946-380 Utility Services	\$177.13	12.1.24-12.31.24 Electricity at 404 Division St S	02/04/25
BRANDENBURG PLUMBING	E 100-41946-300 Professional Services	\$766.50	Install water meter	02/04/25
BRANDENBURG PLUMBING	E 601-49440-300 Professional Services	\$1,533.00	Install water meter	02/04/25
BRANDENBURG PLUMBING	E 100-41941-300 Professional Services	\$4,215.00	Install water meter, reconnect connections	02/04/25
BRANDENBURG PLUMBING	E 100-41948-300 Professional Services	\$766.50	Install water meter	02/04/25
CUSTOM ALARM	E 100-41944-311 Alarm Company	\$164.37	Historical Society Intrusion/Fire Monitoring	02/04/25
DAHLE ENTERPRISES MORRISTOWN	E 601-49440-300 Professional Services	\$1,973.64	Water line break-Bloomer St. & Division St.	02/04/25
DSG DAKOTA SUPPLY GROUP	E 601-49440-215 Operating & Maintenance Supp	\$1,811.17	Watermain Break Parts	02/04/25
ECKBERG LAMMERS	E 100-41610-304 Legal Fees	\$424.36	January 2025 Prosecution Services	02/04/25
ELAN CORPORATE PAYMENT SYSTEM	E 603-49520-202 Postage	\$93.07	1/3 of Postage for utility bills	02/04/25
ELAN CORPORATE PAYMENT SYSTEM	E 601-49440-202 Postage	\$93.09	1/3 of Postage for utility bills	02/04/25
ELAN CORPORATE PAYMENT SYSTEM	E 602-49490-202 Postage	\$93.06	1/3 of Postage for utility bills	02/04/25
EPCRA	E 601-49440-433 Dues/Subscriptions	\$100.00	2023 Tier II Annual Fees	02/04/25
FARIBAULT FLEET SUPPLY	E 100-45202-215 Operating & Maintenance Supp	\$18.03	Supplies to fix picnic tables	02/04/25
FARIBAULT FLEET SUPPLY	E 100-41941-215 Operating & Maintenance Supp	\$78.49	Solar Salt, tape, bolts, washers	02/04/25
GOPHER STATE ONE CALL	E 601-49440-305 Locating Services	\$24.13	January 2025, 1 ticket & Snnual facility operator fee	02/04/25
GOPHER STATE ONE CALL	E 602-49490-305 Locating Services	\$24.13	January 2025, 1 ticket & Snnual facility operator fee	02/04/25
GOPHER STATE ONE CALL	E 100-43102-305 Locating Services	\$3.09	January 2025, 1 ticket & Snnual facility operator fee	02/04/25
HARRY BROWNS	E 704-42210-300 Professional Services	\$120.36	Maintenance	02/04/25
MENARDS - DUNDAS	E 100-45202-240 Small Tools and Equipment	\$19.97	5" Orbital Sander	02/04/25
MENARDS - DUNDAS	E 100-45202-240 Small Tools and Equipment	\$112.98	Sander Kit, Sanding discs	02/04/25
MENARDS - DUNDAS	E 100-45202-215 Operating & Maintenance Supp	\$236.28	Paint, Washers, Nuts	02/04/25

Search Name	Account Descr	Amount	Comments	Check/Receipt Date
MID-AMERICAN RESEARCH CHEMICAL	E 100-41941-215 Operating & Maintenance Supp	\$631.99	Oil, Lubricant, Anti-Seize	02/04/25
MN DEPARTMENT OF HEALTH	E 100-41941-432 Training/Conferences	\$32.00	Class D exam fee	02/04/25
MN RURAL WATER ASSOCIATION	E 100-41941-432 Training/Conferences	\$350.00	Austin Water Training	02/04/25
NORTHLAND SECURITIES INC	E 100-49201-430 Miscellaneous	\$550.00	Agent Fee	02/04/25
RICE COUNTY PROPERTY TAX & ELEC	E 100-41948-300 Professional Services	\$276.00	2025 Special Assessment Annual Maintenance	02/04/25
THE SUITE SALON	E 225-49231-440 Grant Expense	\$3,000.00	The Suite Salon EDA Grant	02/04/25
US BANK	E 372-47210-611 Bond Interest	\$48,193.35	2025 Spring Payment, Interest: Series 2024A	02/04/25
USA BLUEBOOK	E 602-49490-216 Chemicals	\$267.13	Sewer Chemicals	02/04/25
UTILITY CONSULTANTS INC	E 602-49490-306 W/S Sample Testing	\$692.72	Weekly Sewer Samples	02/04/25
VOLUNTEER FIREFIGHTERS BENEFIT	E 204-42210-433 Dues/Subscriptions	\$250.00	2025 VFBA renewal	02/04/25
BEVCOMM	E 204-42210-320 Communication	\$98.65	2.1.25-2.28.25, Communication	02/05/25
BEVCOMM	E 100-42110-320 Communication	\$76.72	2.1.25-2.28.25, Communication	02/05/25
BEVCOMM	E 602-49490-320 Communication	\$263.05	2.1.25-2.28.25, Communication	02/05/25
BEVCOMM	E 100-42502-320 Communication	\$10.96	2.1.25-2.28.25, Communication	02/05/25
BEVCOMM	E 601-49440-320 Communication	\$263.05	2.1.25-2.28.25, Communication	02/05/25
BEVCOMM	E 603-49520-320 Communication	\$98.65	2.1.25-2.28.25, Communication	02/05/25
BEVCOMM	E 100-41948-320 Communication	\$284.98	2.1.25-2.28.25, Communication	02/05/25
CENTERPOINT ENERGY	E 204-42210-380 Utility Services	\$1,425.20	1.2.25-1.30.25 Gas Utilities at Fire Hall. Acct#1058355	02/05/25
LINCOLN NATIONAL LIFE INSURANCE	E 100-41801-130 Employer Paid Insurance	\$3.45	February 2025 Life Insurance	02/05/25
LINCOLN NATIONAL LIFE INSURANCE	E 100-41941-130 Employer Paid Insurance	\$3.45	February 2025 Life Insurance	02/05/25
XCEL ENERGY	E 204-42210-380 Utility Services	\$0.00	12.10.24-01.12.25 Electricity: Fire Hall	02/05/25
CENTERPOINT ENERGY	E 602-49490-380 Utility Services	\$31.06	January 2025 Sewer Plant Gas Utilities	02/19/25
CENTERPOINT ENERGY	E 100-41946-380 Utility Services	\$438.21	January 2025 Community Center Gas Utilities	02/19/25
CENTERPOINT ENERGY	E 601-49440-380 Utility Services	\$18.12	January 2025 Water Tower Gas Utilities	02/19/25
CENTERPOINT ENERGY	E 601-49440-380 Utility Services	\$106.99	January 2025 Water Pump Gas Utilities	02/19/25
CENTERPOINT ENERGY	E 100-41941-380 Utility Services	\$527.36	January 2025 Maintenance Shop Gas Utilities	02/19/25
CENTERPOINT ENERGY	E 100-41948-380 Utility Services	\$438.20	January 2025 City Hall Gas Utilities	02/19/25
EO JOHNSON CO INC	E 204-42210-206 Printer/Rental/Software	\$5.14	2.8.25-3.7.25 Toshiba Coverage	02/19/25
EO JOHNSON CO INC	E 603-49520-206 Printer/Rental/Software	\$5.14	2.8.25-3.7.25 Toshiba Coverage	02/19/25
EO JOHNSON CO INC	E 602-49490-206 Printer/Rental/Software	\$10.29	2.8.25-3.7.25 Toshiba Coverage	02/19/25
EO JOHNSON CO INC	E 601-49440-206 Printer/Rental/Software	\$10.29	2.8.25-3.7.25 Toshiba Coverage	02/19/25
EO JOHNSON CO INC	E 100-41948-206 Printer/Rental/Software	\$20.58	2.8.25-3.7.25 Toshiba Coverage	02/19/25
US BANK	E 370-47210-611 Bond Interest	\$9,906.25	2025 Spring Payment, Interest: Series 2020A	02/19/25
US BANK	E 370-47110-601 Bond Principal	\$85,000.00	2025 Spring Payment, Principal: Series 2020A	02/19/25
XCEL ENERGY	E 100-43101-387 Street Lighting	\$18.71	12.9.24-1.9.25 Electricity: Auto Protective	02/19/25
XCEL ENERGY	E 100-41944-380 Utility Services	\$13.37	12.9.24-1.9.25 Electricity: Historic Site (Feed Mill)	02/19/25
XCEL ENERGY	E 100-43101-387 Street Lighting	\$8.37	12.9.24-1.9.25 Electricity: Street Lights	02/19/25
XCEL ENERGY	E 602-49490-380 Utility Services	\$1,103.09	12.9.24-1.9.25 Electricity: Sewer Pump (WWTP)	02/19/25
XCEL ENERGY	E 601-49440-380 Utility Services	\$220.95	12.9.24-1.9.25 Electricity: Water Tower	02/19/25
XCEL ENERGY	E 602-49490-380 Utility Services	\$9.83	12.9.24-1.9.25 Electricity: Water Pump (Liftstation)	02/19/25
XCEL ENERGY	E 100-41941-380 Utility Services	\$294.39	12.9.24-1.9.25 Electricity: Maintenance Shop	02/19/25
XCEL ENERGY	E 100-41946-380 Utility Services	\$315.47	12.9.24-1.9.25 Electricity: Community Center	02/19/25

				Check/Receipt	
Search Name	Account Descr	Amount	Comments	Date	
XCEL ENERGY	E 100-43101-387 Street Lighting	\$31.06	12.9.24-1.9.25 Electricity: Street Lights	02/19/25	
XCEL ENERGY	E 100-45202-380 Utility Services	\$14.83	12.9.24-1.9.25 Electricity: Parks	02/19/25	
XCEL ENERGY	E 601-49440-380 Utility Services	\$29.67	12.9.24-1.9.25 Electricity: Water Pump (Well#1)	02/19/25	
XCEL ENERGY	E 100-43101-387 Street Lighting	\$1,193.09	12.9.24-1.9.25 Electricity: Street Lights Co-owned	02/19/25	
-E Expenditure		\$343,856.38			
		\$343,856.38			

# AGENDA MEMO



**Agenda Item:** Fire Contracts

**To:** City Council  
**From:** Ellen Judd  
**Meeting Date:** 3/3/2025  
**Meeting Type:** Regular Meeting  
**Subject:** Fire Contracts – Approve 2025 Fire Contracts  
**Action Requested:** Motion to approve the 2025 Fire Contracts as presented.  
**Staff Recommends:** Approve  
**Committee Recommends:**  
**Attachments:** Fire Contracts

**Previous Council Action:** City Council has approved each time they've been presented.

**Overview:** Each year we renew our contracts with the townships, and specify the amount they owe for the current year.

## FIRE DEPARTMENT CONTRACTS

Billing Year: December of 2025

Year Payable, by March: 2026

	Base Amount	Capital Outlay	Total
City of Morristown	\$34,819	\$9,002	\$43,821
Morristown Township	\$25,856	\$6,685	\$32,541
Warsaw Township	\$27,458	\$7,099	\$34,557
Shieldsville Township	\$14,735	\$3,809	\$18,544
Blooming Grove Township	\$8,102	\$2,095	\$10,197
Deerfield Township	\$4,529	\$1,171	\$5,700
<b>Total:</b>	<b>\$115,500</b>	<b>\$29,860</b>	<b>\$145,360</b>

City of Morristown, Minnesota  
**2025 Fire Service Contract**  
For Levy Year 2026

This contract is made and entered into this 3rd day of March, 2025 between the City of Morristown, Rice County, Minnesota, 402 Division Street South, a public corporation ("City"), and Blooming Grove Township, Waseca County, Minnesota, 41015 150th St, Waseca, MN 56093, a public corporation ("Town").

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Fire Service.** The City agrees to furnish fire service and fire protection to all property for the following Sections within the Township area for the compensation and on the conditions hereinafter set forth, and the city further agrees that a reasonable effort will be made by its Fire Department to attend all fires within the Township area whenever it is notified of such fires, subject to the following conditions. Fire service provided by the City to the Township includes general structural and nonstructural, grass and forest, vehicle firefighting, and general rescue services including vehicle and equipment extraction, general search and rescue, and emergency medical services.
  - a. **Allocation of Resources.** The parties understand the fire department officer in charge of the scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions, road conditions or other conditions beyond the control of City shall not be deemed a breach of this contract.
  - b. **No Guarantee.** The parties understand and agree City will endeavor to reasonably provide the services indicated above given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard. The City and its officers, employees, and volunteers shall not be liable to the Town, or any other person, for failure to furnish assistance under this agreement, or for recalling assistance.
  - c. **Service Territory.** City shall provide fire services to the following sections of Blooming Grove Township: 1, 2, 3, 4, 5 E ½, 8 E ½, 9, 10, 11, 12, 13 N ½, 14 N ½, 15 N ½, 16 N ½. The identified area shall constitute the Town's Service Territory for the purposes of this contract.
2. **Satisfaction.** At any time, the City is available to discuss Town's satisfaction with the service provided during the year, and to discuss such other issues as either party deems relevant to this contract and shall involve sections.
3. **Term.** This contract shall commence on the effective date indicated above and shall expire one year from that date unless terminated earlier as provided herein.
4. **Ownership.** The City owns all fire/rescue equipment used by the fire department and shall have the sole discretion to determine when and how to dispose of such equipment. All proceeds from the sale of such equipment shall be credited to the fire department fund.
5. **City's Responsibilities.** In addition to any other obligations described herein, City shall:
  - a. Authorize and direct the City fire department to provide the fire services described herein to Town's Service Territory.

- b. Develop a detailed annual operating budget for the fire department and present it to Town along with sufficient information to explain the items included in the budget figures.
  - c. Upon Town's request, provide Town access to financial and cost data related to the fire department for five years prior to the current service year.
  - d. Disclose to Town any proposed action City or the fire department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and
  - e. Promptly disclose to Town any information City can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
6. **Town's Responsibilities.** In addition to any other obligations described herein, Town shall:
- a. Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually provided if the contract is terminated early;
  - b. Present a budget and levy proposal to the town electors at each annual town meeting during the term of this contract seeking authority to levy funds as needed to pay the "Payment Amount;" and
  - c. Promptly disclose to City any information Town can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
  - d. It is understood and agreed Town shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues.
  - e. It is further agreed Town has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.
7. **Insurance Requirements.** City shall maintain general liability insurance for its services for the term of this contract. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Town proof of such insurance coverages and the additional insured endorsement naming the Town annually by the anniversary date of this contract. City shall also maintain workers' compensation coverage as required by law.
8. **Indemnification.** City agrees to defend and indemnify Town against any claims brought or actions filed against Town or any officer, employee, or volunteer of Town for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this contract for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Town and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Town for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

9. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.
10. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both City and Town, and attached hereto.
11. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from Town. Services provided to Town pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Town so long as City remains primarily responsible for providing fire services to Town's Service Territory.
12. **Termination.** This contract may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this agreement by personally serving a 120-day written notice of termination on the other party. This agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Town fails to pay for the service according to the schedule established herein, City may terminate this agreement 60 days from the date of personal service of written termination notice. Notice to City shall be served on the City Administrator or City Clerk if there is no City Administrator, and notice to Town shall be served on the Town Clerk.
13. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating a joint powers agreement, joint venture, or joint enterprise between the parties.
14. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be based in the State of Minnesota.
15. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.
16. **Payment.** Town agrees to pay City annually during the term of this contract the Payment Amount determined annually according to the following formula:

The following percentages relate to the entire territory to which City provides fire services as the primary service provider (e.g., the entire City, Town's Service Territory, and all or any portions of other cities, towns, or unorganized territories included in the City's primary service area).

- a. The cost allocation percent shall be determined by the average of three categories:
  - i. Cost per section,
  - ii. Percent of calls over the last five years, not including recalled calls, and
  - iii. The market value of all taxable and non-taxable structures, also known as the tax capacity, obtained from the counties every three years.
- b. The cost allocation percent will be used to determine how much of the fire department's annual operating budget, as well as annual capital outlay costs, Town will be responsible for.

- c. **Invoice.** City shall provide Town an invoice for the annual Payment Amount by December 31st of the contract year. Said invoice shall be payable by April 1st of the following year.
- d. **Payment Amount.** Based on the formula above, City has determined that Town owes City the following for 2025 services:

**Payment Amount Breakdown**

Annual Operating Budget:	\$8,102
Capital Outlay:	\$2,095
<b>Total Payment Amount:</b>	<b>\$10,197</b>

Written invoice to be sent to Town no later than: 12/31/2025  
Total Payment Amount due: 4/1/2026

17. **Meeting of Parties.** City shall attend Town's annual March meeting during the term of this contract. At this meeting, City shall provide a signed copy of this agreement.

**IN WITNESS WHEREOF**, the parties have executed this contract effective on the date indicated above.

**City of Morristown**

By its Mayor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested: Clerk Signature

**Blooming Grove Township**

By its Chairperson:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested: Clerk Signature



City of Morristown, Minnesota  
**2025 Fire Service Contract**  
For Levy Year 2026

This contract is made and entered into this 3rd day of March, 2025 between the City of Morristown, Rice County, Minnesota, 402 Division Street South, a public corporation ("City"), and Deerfield Township, Steele County, Minnesota, 7198 50th St NW, Owatonna, MN 55060, a public corporation ("Town").

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Fire Service.** The City agrees to furnish fire service and fire protection to all property for the following Sections within the Township area for the compensation and on the conditions hereinafter set forth, and the city further agrees that a reasonable effort will be made by its Fire Department to attend all fires within the Township area whenever it is notified of such fires, subject to the following conditions. Fire service provided by the City to the Township includes general structural and nonstructural, grass and forest, vehicle firefighting, and general rescue services including vehicle and equipment extraction, general search and rescue, and emergency medical services.
  - a. **Allocation of Resources.** The parties understand the fire department officer in charge of the scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions, road conditions or other conditions beyond the control of City shall not be deemed a breach of this contract.
  - b. **No Guarantee.** The parties understand and agree City will endeavor to reasonably provide the services indicated above given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard. The City and its officers, employees, and volunteers shall not be liable to the Town, or any other person, for failure to furnish assistance under this agreement, or for recalling assistance.
  - c. **Service Territory.** City shall provide fire services to the following sections of Deerfield Township: 5, 6, 7, 8, 18, 19. The identified area shall constitute the Town's Service Territory for the purposes of this contract.
2. **Satisfaction.** At any time, the City is available to discuss Town's satisfaction with the service provided during the year, and to discuss such other issues as either party deems relevant to this contract and shall involve sections.
3. **Term.** This contract shall commence on the effective date indicated above and shall expire one year from that date unless terminated earlier as provided herein.
4. **Ownership.** The City owns all fire/rescue equipment used by the fire department and shall have the sole discretion to determine when and how to dispose of such equipment. All proceeds from the sale of such equipment shall be credited to the fire department fund.
5. **City's Responsibilities.** In addition to any other obligations described herein, City shall:
  - a. Authorize and direct the City fire department to provide the fire services described herein to Town's Service Territory.
  - b. Develop a detailed annual operating budget for the fire department and present it to Town along with sufficient information to explain the items included in the budget figures.

- c. Upon Town's request, provide Town access to financial and cost data related to the fire department for five years prior to the current service year.
  - d. Disclose to Town any proposed action City or the fire department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and
  - e. Promptly disclose to Town any information City can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
6. **Town's Responsibilities.** In addition to any other obligations described herein, Town shall:
- a. Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually provided if the contract is terminated early;
  - b. Present a budget and levy proposal to the town electors at each annual town meeting during the term of this contract seeking authority to levy funds as needed to pay the "Payment Amount;" and
  - c. Promptly disclose to City any information Town can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
  - d. It is understood and agreed Town shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLISA, FMLA, or any other employment related issues.
  - e. It is further agreed Town has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.
7. **Insurance Requirements.** City shall maintain general liability insurance for its services for the term of this contract. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Town proof of such insurance coverages and the additional insured endorsement naming the Town annually by the anniversary date of this contract. City shall also maintain workers' compensation coverage as required by law.
8. **Indemnification.** City agrees to defend and indemnify Town against any claims brought or actions filed against Town or any officer, employee, or volunteer of Town for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this contract for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Town and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Town for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.
9. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

10. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both City and Town, and attached hereto.
11. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from Town. Services provided to Town pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Town so long as City remains primarily responsible for providing fire services to Town's Service Territory.
12. **Termination.** This contract may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this agreement by personally serving a 120-day written notice of termination on the other party. This agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Town fails to pay for the service according to the schedule established herein, City may terminate this agreement 60 days from the date of personal service of written termination notice. Notice to City shall be served on the City Administrator or City Clerk if there is no City Administrator, and notice to Town shall be served on the Town Clerk.
13. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating a joint powers agreement, joint venture, or joint enterprise between the parties.
14. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be based in the State of Minnesota.
15. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.
16. **Payment.** Town agrees to pay City annually during the term of this contract the Payment Amount determined annually according to the following formula:

The following percentages relate to the entire territory to which City provides fire services as the primary service provider (e.g., the entire City, Town's Service Territory, and all or any portions of other cities, towns, or unorganized territories included in the City's primary service area).

- a. The cost allocation percent shall be determined by the average of three categories:
  - i. Cost per section,
  - ii. Percent of calls over the last five years, not including recalled calls, and
  - iii. The market value of all taxable and non-taxable structures, also known as the tax capacity, obtained from the counties every three years.
- b. The cost allocation percent will be used to determine how much of the fire department's annual operating budget, as well as annual capital outlay costs, Town will be responsible for.
- c. **Invoice.** City shall provide Town an invoice for the annual Payment Amount by December 31st of the contract year. Said invoice shall be payable by April 1st of the following year.
- d. **Payment Amount.** Based on the formula above, City has determined that Town owes City the following for 2025 services:

**Payment Amount Breakdown**

Annual Operating Budget:	\$4,529
Capital Outlay:	\$1,171
<b>Total Payment Amount:</b>	<b>\$5,700</b>

Written invoice to be sent to Town no later than: 12/31/2025  
Total Payment Amount due: 4/1/2026

17. **Meeting of Parties.** City shall attend Town's annual March meeting during the term of this contract. At this meeting, City shall provide a signed copy of this agreement.

**IN WITNESS WHEREOF**, the parties have executed this contract effective on the date indicated above.

**City of Morristown**

By its Mayor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested: Clerk Signature

**Deerfield Township**

By its Chairperson:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested: Clerk Signature

City of Morristown, Minnesota  
**2025 Fire Service Contract**  
For Levy Year 2026

This contract is made and entered into this 3rd day of March, 2025 between the City of Morristown, Rice County, Minnesota, 402 Division Street South, a public corporation ("City"), and Morristown Township, a public corporation ("Town").

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Fire Service.** The City agrees to furnish fire service and fire protection to all property for the following Sections within the Township area for the compensation and on the conditions hereinafter set forth, and the city further agrees that a reasonable effort will be made by its Fire Department to attend all fires within the Township area whenever it is notified of such fires, subject to the following conditions. Fire service provided by the City to the Township includes general structural and nonstructural, grass and forest, vehicle firefighting, and general rescue services including vehicle and equipment extraction, general search and rescue, and emergency medical services.
  - a. **Allocation of Resources.** The parties understand the fire department officer in charge of the scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions, road conditions or other conditions beyond the control of City shall not be deemed a breach of this contract.
  - b. **No Guarantee.** The parties understand and agree City will endeavor to reasonably provide the services indicated above given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard. The City and its officers, employees, and volunteers shall not be liable to the Town, or any other person, for failure to furnish assistance under this agreement, or for recalling assistance.
  - c. **Service Territory.** City shall provide fire services as indicated in this contract to the entire area of Morristown Township. The identified area shall constitute the Town's Service Territory for the purposes of this contract.
2. **Satisfaction.** At any time, the City is available to discuss Town's satisfaction with the service provided during the year, and to discuss such other issues as either party deems relevant to this contract and shall involve sections.
3. **Term.** This contract shall commence on the effective date indicated above and shall expire one year from that date unless terminated earlier as provided herein.
4. **Ownership.** The City owns all fire/rescue equipment used by the fire department and shall have the sole discretion to determine when and how to dispose of such equipment. All proceeds from the sale of such equipment shall be credited to the fire department fund.
5. **City's Responsibilities.** In addition to any other obligations described herein, City shall:
  - a. Authorize and direct the City fire department to provide the fire services described herein to Town's Service Territory.
  - b. Develop a detailed annual operating budget for the fire department and present it to Town along with sufficient information to explain the items included in the budget figures.

- c. Upon Town's request, provide Town access to financial and cost data related to the fire department for five years prior to the current service year.
  - d. Disclose to Town any proposed action City or the fire department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and
  - e. Promptly disclose to Town any information City can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
6. **Town's Responsibilities.** In addition to any other obligations described herein, Town shall:
- a. Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually provided if the contract is terminated early;
  - b. Present a budget and levy proposal to the town electors at each annual town meeting during the term of this contract seeking authority to levy funds as needed to pay the "Payment Amount;" and
  - c. Promptly disclose to City any information Town can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
  - d. It is understood and agreed Town shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues.
  - e. It is further agreed Town has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.
7. **Insurance Requirements.** City shall maintain general liability insurance for its services for the term of this contract. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Town proof of such insurance coverages and the additional insured endorsement naming the Town annually by the anniversary date of this contract. City shall also maintain workers' compensation coverage as required by law.
8. **Indemnification.** City agrees to defend and indemnify Town against any claims brought or actions filed against Town or any officer, employee, or volunteer of Town for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this contract for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Town and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Town for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.
9. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

10. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both City and Town, and attached hereto.
11. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from Town. Services provided to Town pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Town so long as City remains primarily responsible for providing fire services to Town's Service Territory.
12. **Termination.** This contract may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this agreement by personally serving a 120-day written notice of termination on the other party. This agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Town fails to pay for the service according to the schedule established herein, City may terminate this agreement 60 days from the date of personal service of written termination notice. Notice to City shall be served on the City Administrator or City Clerk if there is no City Administrator, and notice to Town shall be served on the Town Clerk.
13. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating a joint powers agreement, joint venture, or joint enterprise between the parties.
14. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be based in the State of Minnesota.
15. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.
16. **Payment.** Town agrees to pay City annually during the term of this contract the Payment Amount determined annually according to the following formula:

The following percentages relate to the entire territory to which City provides fire services as the primary service provider (e.g., the entire City, Town's Service Territory, and all or any portions of other cities, towns, or unorganized territories included in the City's primary service area).

- a. The cost allocation percent shall be determined by the average of three categories:
  - i. Cost per section,
  - ii. Percent of calls over the last five years, not including recalled calls, and
  - iii. The market value of all taxable and non-taxable structures, also known as the tax capacity, obtained from the counties every three years.
- b. The cost allocation percent will be used to determine how much of the fire department's annual operating budget, as well as annual capital outlay costs, Town will be responsible for.
- c. **Invoice.** City shall provide Town an invoice for the annual Payment Amount by December 31st of the contract year. Said invoice shall be payable by April 1st of the following year.
- d. **Payment Amount.** Based on the formula above, City has determined that Town owes City the following for 2025 services:

**Payment Amount Breakdown**

Annual Operating Budget:	\$25,856
Capital Outlay:	\$6,685
<b>Total Payment Amount:</b>	<b>\$32,541</b>

Written invoice to be sent to Town no later than:	12/31/2025
Total Payment Amount due:	4/1/2026

17. **Meeting of Parties.** City shall attend Town's annual March meeting during the term of this contract. At this meeting, City shall provide a signed copy of this agreement.

**IN WITNESS WHEREOF**, the parties have executed this contract effective on the date indicated above.

**City of Morristown**

By its Mayor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested: Clerk Signature

**Morristown Township**

By its Chairperson:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested: Clerk Signature



City of Morristown, Minnesota  
**2025 Fire Service Contract**  
For Levy Year 2026

This contract is made and entered into this 3rd day of March, 2025 between the City of Morristown, Rice County, Minnesota, 402 Division Street South, a public corporation ("City"), and Shieldsville Township, Rice County, Minnesota, 11904 Dodd Rd, Kilkenny, a public corporation ("Town").

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Fire Service.** The City agrees to furnish fire service and fire protection to all property for the following Sections within the Township area for the compensation and on the conditions hereinafter set forth, and the city further agrees that a reasonable effort will be made by its Fire Department to attend all fires within the Township area whenever it is notified of such fires, subject to the following conditions. Fire service provided by the City to the Township includes general structural and nonstructural, grass and forest, vehicle firefighting, and general rescue services including vehicle and equipment extraction, general search and rescue, and emergency medical services.
  - a. **Allocation of Resources.** The parties understand the fire department officer in charge of the scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions, road conditions or other conditions beyond the control of City shall not be deemed a breach of this contract.
  - b. **No Guarantee.** The parties understand and agree City will endeavor to reasonably provide the services indicated above given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard. The City and its officers, employees, and volunteers shall not be liable to the Town, or any other person, for failure to furnish assistance under this agreement, or for recalling assistance.
  - c. **Service Territory.** City shall provide fire services to the following sections of Shieldsville Township: 22, 23, 24, 25, 26, 27, 31 SE ¼, 32 E ½ and SW ¼, 33, 34, 35, 36. The identified area shall constitute the Town's Service Territory for the purposes of this contract.
2. **Satisfaction.** At any time, the City is available to discuss Town's satisfaction with the service provided during the year, and to discuss such other issues as either party deems relevant to this contract and shall involve sections.
3. **Term.** This contract shall commence on the effective date indicated above and shall expire one year from that date unless terminated earlier as provided herein.
4. **Ownership.** The City owns all fire/rescue equipment used by the fire department and shall have the sole discretion to determine when and how to dispose of such equipment. All proceeds from the sale of such equipment shall be credited to the fire department fund.
5. **City's Responsibilities.** In addition to any other obligations described herein, City shall:
  - a. Authorize and direct the City fire department to provide the fire services described herein to Town's Service Territory.

- b. Develop a detailed annual operating budget for the fire department and present it to Town along with sufficient information to explain the items included in the budget figures.
  - c. Upon Town's request, provide Town access to financial and cost data related to the fire department for five years prior to the current service year.
  - d. Disclose to Town any proposed action City or the fire department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and
  - e. Promptly disclose to Town any information City can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
6. **Town's Responsibilities.** In addition to any other obligations described herein, Town shall:
- a. Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually provided if the contract is terminated early;
  - b. Present a budget and levy proposal to the town electors at each annual town meeting during the term of this contract seeking authority to levy funds as needed to pay the "Payment Amount;" and
  - c. Promptly disclose to City any information Town can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
  - d. It is understood and agreed Town shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLISA, FMLA, or any other employment related issues.
  - e. It is further agreed Town has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.
7. **Insurance Requirements.** City shall maintain general liability insurance for its services for the term of this contract. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Town proof of such insurance coverages and the additional insured endorsement naming the Town annually by the anniversary date of this contract. City shall also maintain workers' compensation coverage as required by law.
8. **Indemnification.** City agrees to defend and indemnify Town against any claims brought or actions filed against Town or any officer, employee, or volunteer of Town for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this contract for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Town and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Town for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

9. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.
10. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both City and Town, and attached hereto.
11. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from Town. Services provided to Town pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Town so long as City remains primarily responsible for providing fire services to Town's Service Territory.
12. **Termination.** This contract may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this agreement by personally serving a 120-day written notice of termination on the other party. This agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Town fails to pay for the service according to the schedule established herein, City may terminate this agreement 60 days from the date of personal service of written termination notice. Notice to City shall be served on the City Administrator or City Clerk if there is no City Administrator, and notice to Town shall be served on the Town Clerk.
13. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating a joint powers agreement, joint venture, or joint enterprise between the parties.
14. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be based in the State of Minnesota.
15. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.
16. **Payment.** Town agrees to pay City annually during the term of this contract the Payment Amount determined annually according to the following formula:

The following percentages relate to the entire territory to which City provides fire services as the primary service provider (e.g., the entire City, Town's Service Territory, and all or any portions of other cities, towns, or unorganized territories included in the City's primary service area).

- a. The cost allocation percent shall be determined by the average of three categories:
  - i. Cost per section,
  - ii. Percent of calls over the last five years, not including recalled calls, and
  - iii. The market value of all taxable and non-taxable structures, also known as the tax capacity, obtained from the counties every three years.
- b. The cost allocation percent will be used to determine how much of the fire department's annual operating budget, as well as annual capital outlay costs, Town will be responsible for.

- c. **Invoice.** City shall provide Town an invoice for the annual Payment Amount by December 31st of the contract year. Said invoice shall be payable by April 1st of the following year.
- d. **Payment Amount.** Based on the formula above, City has determined that Town owes City the following for 2025 services:

**Payment Amount Breakdown**

Annual Operating Budget:	\$14,735
Capital Outlay:	\$3,809
<b>Total Payment Amount:</b>	<b>\$18,544</b>
Written invoice to be sent to Town no later than:	12/31/2025
Total Payment Amount due:	4/1/2026

17. **Meeting of Parties.** City shall attend Town's annual March meeting during the term of this contract. At this meeting, City shall provide a signed copy of this agreement.

**IN WITNESS WHEREOF,** the parties have executed this contract effective on the date indicated above.

**City of Morristown**

**Shieldsville Township**

By its Mayor:

By its Chairperson:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested: Clerk Signature

\_\_\_\_\_  
Attested: Clerk Signature

City of Morristown, Minnesota  
**2025 Fire Service Contract**  
For Levy Year 2026

This contract is made and entered into this 3rd day of March, 2025 between the City of Morristown, Rice County, Minnesota, 402 Division Street South, a public corporation ("City"), and Warsaw Township, Rice County, Minnesota, 22955 Dalton Ave, Faribault, MN 55021, a public corporation ("Town").

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Fire Service.** The City agrees to furnish fire service and fire protection to all property for the following Sections within the Township area for the compensation and on the conditions hereinafter set forth, and the city further agrees that a reasonable effort will be made by its Fire Department to attend all fires within the Township area whenever it is notified of such fires, subject to the following conditions. Fire service provided by the City to the Township includes general structural and nonstructural, grass and forest, vehicle firefighting, and general rescue services including vehicle and equipment extraction, general search and rescue, and emergency medical services.
  - a. **Allocation of Resources.** The parties understand the fire department officer in charge of the scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions, road conditions or other conditions beyond the control of City shall not be deemed a breach of this contract.
  - b. **No Guarantee.** The parties understand and agree City will endeavor to reasonably provide the services indicated above given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard. The City and its officers, employees, and volunteers shall not be liable to the Town, or any other person, for failure to furnish assistance under this agreement, or for recalling assistance.
  - c. **Service Territory.** City shall provide fire services to the following sections of Warsaw Township: 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, 33. The identified area shall constitute the Town's Service Territory for the purposes of this contract.
2. **Satisfaction.** At any time, the City is available to discuss Town's satisfaction with the service provided during the year, and to discuss such other issues as either party deems relevant to this contract and shall involve sections.
3. **Term.** This contract shall commence on the effective date indicated above and shall expire one year from that date unless terminated earlier as provided herein.
4. **Ownership.** The City owns all fire/rescue equipment used by the fire department and shall have the sole discretion to determine when and how to dispose of such equipment. All proceeds from the sale of such equipment shall be credited to the fire department fund.
5. **City's Responsibilities.** In addition to any other obligations described herein, City shall:
  - a. Authorize and direct the City fire department to provide the fire services described herein to Town's Service Territory.
  - b. Develop a detailed annual operating budget for the fire department and present it to Town along with sufficient information to explain the items included in the budget figures.

- c. Upon Town's request, provide Town access to financial and cost data related to the fire department for five years prior to the current service year.
  - d. Disclose to Town any proposed action City or the fire department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and
  - e. Promptly disclose to Town any information City can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
6. **Town's Responsibilities.** In addition to any other obligations described herein, Town shall:
- a. Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually provided if the contract is terminated early;
  - b. Present a budget and levy proposal to the town electors at each annual town meeting during the term of this contract seeking authority to levy funds as needed to pay the "Payment Amount;" and
  - c. Promptly disclose to City any information Town can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
  - d. It is understood and agreed Town shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLISA, FMLA, or any other employment related issues.
  - e. It is further agreed Town has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.
7. **Insurance Requirements.** City shall maintain general liability insurance for its services for the term of this contract. The City shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Town proof of such insurance coverages and the additional insured endorsement naming the Town annually by the anniversary date of this contract. City shall also maintain workers' compensation coverage as required by law.
8. **Indemnification.** City agrees to defend and indemnify Town against any claims brought or actions filed against Town or any officer, employee, or volunteer of Town for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this contract for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for Town and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Town for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.
9. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

10. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both City and Town, and attached hereto.
11. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from Town. Services provided to Town pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Town so long as City remains primarily responsible for providing fire services to Town's Service Territory.
12. **Termination.** This contract may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this agreement by personally serving a 120-day written notice of termination on the other party. This agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Town fails to pay for the service according to the schedule established herein, City may terminate this agreement 60 days from the date of personal service of written termination notice. Notice to City shall be served on the City Administrator or City Clerk if there is no City Administrator, and notice to Town shall be served on the Town Clerk.
13. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating a joint powers agreement, joint venture, or joint enterprise between the parties.
14. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be based in the State of Minnesota.
15. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.
16. **Payment.** Town agrees to pay City annually during the term of this contract the Payment Amount determined annually according to the following formula:

The following percentages relate to the entire territory to which City provides fire services as the primary service provider (e.g., the entire City, Town's Service Territory, and all or any portions of other cities, towns, or unorganized territories included in the City's primary service area).

- a. The cost allocation percent shall be determined by the average of three categories:
  - i. Cost per section,
  - ii. Percent of calls over the last five years, not including recalled calls, and
  - iii. The market value of all taxable and non-taxable structures, also known as the tax capacity, obtained from the counties every three years.
- b. The cost allocation percent will be used to determine how much of the fire department's annual operating budget, as well as annual capital outlay costs, Town will be responsible for.
- c. **Invoice.** City shall provide Town an invoice for the annual Payment Amount by December 31st of the contract year. Said invoice shall be payable by April 1st of the following year.
- d. **Payment Amount.** Based on the formula above, City has determined that Town owes City the following for 2025 services:

**Payment Amount Breakdown**

Annual Operating Budget:	\$27,458
Capital Outlay:	\$7,099
<b>Total Payment Amount:</b>	<b>\$34,557</b>

Written invoice to be sent to Town no later than:	12/31/2025
Total Payment Amount due:	4/1/2026

17. **Meeting of Parties.** City shall attend Town's annual March meeting during the term of this contract. At this meeting, City shall provide a signed copy of this agreement.

**IN WITNESS WHEREOF**, the parties have executed this contract effective on the date indicated above.

**City of Morristown**

By its Mayor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested: Clerk Signature

**Warsaw Township**

By its Chairperson:

\_\_\_\_\_  
Signature

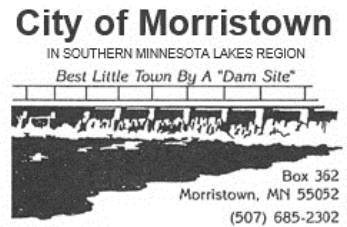
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attested: Clerk Signature



# ***AGENDA MEMO***



**Agenda Item:** Resolution 2025-11

**To:** City Council

**From:** Ellen Judd

**Meeting Date:** 3/3/2025

**Meeting Type:** Regular Meeting

**Subject:** Resolution 2025-11 – Authorizing Automated Clearing House Payments

**Action Requested:** Motion to approve Resolution 2025-11 Authorizing Automated Clearing House Payments

**Staff Recommends:** Approval

**Committee Recommends:**

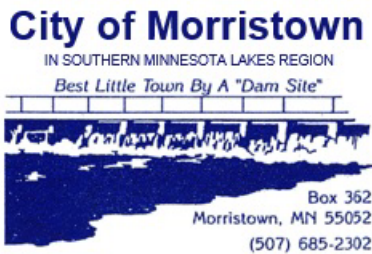
**Attachments:** Resolution 2025-11 Authorizing Automated Clearing House Payments

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**Previous Council Action:** City Council approved this list on December 4<sup>th</sup>, 2023.

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**Overview:** This list was approved by City Council on December 4<sup>th</sup>, 2023. At that time, it was just a list. The recommendation is to approve these items yearly. This will now be an annual Resolution that will be adopted each January.



**RESOLUTION 2025-11**  
**RESOLUTION AUTHORIZING AUTOMATED CLEARING HOUSE PAYMENTS**

**WHEREAS**, The City Council of the City of Morristown acknowledges the need for ACH payments for claims such as payroll, tax withholdings, sales tax, and other required payments, and payments which are recurring and need to be paid in an expedited manner; and,

**WHEREAS**, per MN Statute 471.381, the Morristown City Council hereby authorizes the use of ACH payments for the following areas;

Name	Description
PERA	Employee retirement pension withholding
MN Department of Revenue	Sales and withholding taxes
IRS	EFTPS IRS Online: Federal, FICA, and Medicare withholding taxes
Lincoln National	Employee Life Insurance
Bevcomm	Internet, phone, television provider
CenterPoint Energy	Natural gas provider
Community Co-op	Fuel provider
EO Johnson	Printer, copier provider
Verizon Wireless	Cellular internet provider
Xcel Energy	Electric provider

**WHEREAS**, the City Council annually reviews and authorizes said electronic fund transfers from the official depository to the designated establishments; and,

**WHEREAS**, in the event that new electronic fund transfers are to be initiated on behalf of the City, the City Council must hereby approve and authorize said transactions.

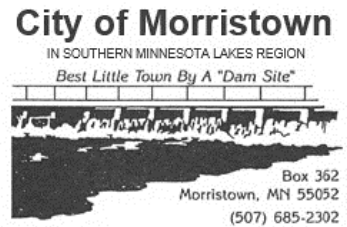
**NOW, THEREFORE, BE IT RESOLVED** that the City Council authorizes the City Clerk and City Administrator to make such payments by ACH rather than paper check. All such payments, for the amount listed on the statement, may be made in advance of Mayoral approval. All transactions must be approved by the Mayor and City Council within the month.

Adopted by the City Council of the City of Morristown on this 3rd day of March 2025.

\_\_\_\_\_  
Mayor, Tim Flaten

ATTEST: \_\_\_\_\_  
City Clerk/Treasurer, Cassie Eldeen

# AGENDA MEMO



Agenda Item: SEH

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**To:** City Council  
**From:** Ellen Judd  
**Meeting Date:** 3/3/2025  
**Meeting Type:** Regular Meeting  
SEH – Invoices to be paid  
**Subject:** SEH – Supplemental Letter Agreement with Reduction  
SEH – 2024 Agreement for Professional Services  
**Action Requested:** See overview below  
**Staff Recommends:** Approve  
**Committee Recommends:**  
Invoice No. 477587  
**Attachments:** SEH - Morristown 2025 Gen Services Ltr & SLA  
SLA - Construction Services - Record Drawings Fee Reduction

---

**Previous Council Action:** SEH – Invoices to be paid:  
City Council voted to hold back payments.  
  
SEH – Supplemental Letter Agreement with Reduction:  
None  
  
SEH – 2024 Agreement for Professional Services:  
Have renewed in the past

---

**Overview:** SEH – Invoices to be paid: The City had their meeting with SEH, and concluded that only one invoice is in dispute. SEH agreed to withdraw that invoice.  
**Motion to approve paying all outstanding SEH invoices, with the exception of invoice no. 477587.**

SEH – Supplemental Letter Agreement with Reduction: This is the reduction for the missed lot. SEH agreed to remove that amount from our contract.  
**Motion to approve the Supplemental Letter Agreement with Reduction.**

SEH – 2024 Agreement for Professional Services: SEH is working hard to retain our business, and restore our confidence in them. I would recommend approving the contact renewal.  
**Motion to approve the 2024 Agreement for Professional Services.**



# Invoice

Invoice Number: **477587**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055



## BILL TO:

Ellen Judd  
City of Morristown  
402 Division St S  
Morristown MN 55052-0362

## REMIT PAYMENT TO:

Short Elliott Hendrickson, Inc.  
PO Box 64780  
Saint Paul, MN 55164-0780

## Pay This Amount **\$260.00**

Due Date	13-DEC-24
Invoice Date	13-NOV-24
Bill Through Date	31-OCT-24
Terms	30 NET
SEH Customer Acct #	6433
Customer Project #	
Agreement / PO #	177823
Authorized Amount	\$10,000.00
Authorized Amount Remaining	\$268.07
Project Manager	Brent Kavitz bkavitz@sehinc.com 507.237.8380
Client Service Manager	Brent Kavitz bkavitz@sehinc.com 507.237.8380
Accounting Representative	Mary Meyer mmeyer@sehinc.com 641.424.6344

Project #	Project Name	Project Description
177823	MORRT 2024 Gen Eng	MORRT - 2024 General Engineering Services

## Notes:

Review Special Assessment Objection Request Breakdown

## CC:

admin@ci.morristown.mn.us

## Task: 1.0 - General Engineering

### Direct

Personnel	Hours	Rate	Amount
Senior Project Engineer	1.00	226.00	\$226.00
Senior Admin Assistant	0.25	136.00	\$34.00
	<b>1.25</b>		<b>\$260.00</b>

**Task: 1.0 Total: \$260.00**

**Invoice total \$260.00**



# Invoice

Invoice Number: **477587**

Short Elliott Hendrickson, Inc. FEIN: 41-1251208 | 651.490.2000 | 800.325.2055

## Project Billing Summary

	<u>Current Amount Due</u>	Previously Invoiced	Cumulative
Totals	\$260.00	\$9,471.93	\$9,731.93

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Morristown, MN ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective December 7, 2020, this Supplemental Letter Agreement dated March 3, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2024 Street and Utility Improvements Project - Amendment #2 - 2025-03-03.

**Client's Authorized Representative:** Ellen Judd

**Address:** 402 Division St, PO Box 362, Morristown, Minnesota 55052, United States

**Telephone:** 507.497.1287 **email:** ejudd@ci.morristown.mn.us

**Project Manager:** Doug Scott

**Address:** 11 Civic Center Plaza, Suite 200, Mankato, Minnesota 56001

**Telephone:** 5073278384 **email:** dscott@sehinc.com

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

The intent of this letter is to outline the reduction of fee for the Record Drawings Task.

Task Description	Task Fee	Fee Basis
Task 32.0 – Record Drawings	\$17,300	Lump Sum
Reduction	\$-5,578.27	
<b>Total Fee</b>	<b>\$11,721.73</b>	

**Short Elliott Hendrickson Inc.**

**City of Morristown, MN**

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

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

Full Name: \_\_\_\_\_

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



Building a Better World  
for All of Us®

January 1, 2025

RE: City of Morristown, Minnesota  
2024 Agreement for Professional  
Services  
SEH No. MORRT 177823 10.03

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

Dear Ellen:

Short Elliott Hendrickson Inc. (SEH®) is honored to serve as the City Engineer for the City of Morristown. As a supplement to the Master Agreement for Professional Services dated December 7, 2020, we are submitting our annual Supplemental Letter Agreement (SLA) to continue our services for calendar year 2025.

This work may include items such as:

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

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

## PROPOSED FEES

We propose to provide the services outlined above for the City of Elysian on an Hourly basis, not-to-exceed a total of **\$10,000** in calendar year 2025.

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

Engineers | Architects | Planners | Scientists

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

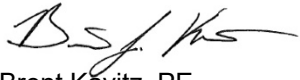
507.388.1989 | 877.316.7636 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

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

Ellen Judd  
January 1, 2025  
Page 2

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in black ink, appearing to read "B. Kavitz", with a stylized flourish at the end.

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

jb

Enclosure

x:\ko\m\morrt\177823\1-gen\10-setup-cont\03-proposal\2025 gen eng\morristown 2025 gen services ltr.docx



## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Morristown, MN ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective December 7, 2020, this Supplemental Letter Agreement dated January 1, 2025, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2025 General Engineering Services.

**Client's Authorized Representative:** Ellen Judd

**Address:** 402 Division St, PO Box 362, Morristown, Minnesota 55052, United States

**Telephone:** 507.685.2302 **email:** ejudd@ci.morristown.mn.us

**Project Manager:** Brent Kavitz

**Address:** 11 Civic Center Plaza, Suite 200, Mankato, Minnesota 56001

**Telephone:** 507.299.5211 **email:** bkavitz@sehinc.com

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

General engineering, architectural, or other consulting services as indicated in the attached letter dated January 1, 2025.

**Schedule:** Services to be provided in calendar year 2025.

**Payment:** The fee is hourly not-to-exceed \$10,000 including expenses and equipment without written approval from Client.

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

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

**Short Elliott Hendrickson Inc.**

**City of Morristown, MN**

By: 

Full Name: Brent Kavitz

Title: Associate/Client Service Manager

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

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between City of Morristown, MN (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated January 1, 2025**

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

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

**A. Hourly Basis Option**

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

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

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

**B. Expenses**

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

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

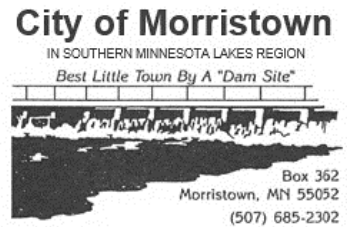
The Client shall pay Consultant monthly for expenses.

### **C. Equipment Utilization**

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

The Client shall pay Consultant monthly for equipment utilization.

# AGENDA MEMO



**Agenda Item:** Liquor

**To:** City Council

**From:** Ellen Judd

**Meeting Date:** 3/3/2025

**Meeting Type:** Regular Meeting

**Subject:** Liquor – Procedure for Liquor License/Great Hall

**Action Requested:**

**Staff Recommends:** Having a discussion

**Committee Recommends:**

**Attachments:**

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**Previous Council Action:** Council discussed putting the bar rights out for bid.

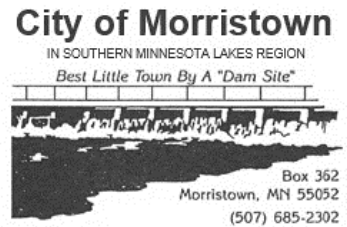
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**Overview:** I called some restaurants to see if they are interested. The issue that came up was about the food. If a restaurant runs the bar, they “may sell intoxicating liquor as an incidental part of a food service that serves prepared meals at a place other than the premises for which the holder's on-sale intoxicating liquor license is issued.”

Essentially, they would have to cater the wedding. This gets challenging if it's a large wedding. This also limits the choices for food that the wedding may serve.

*Definition of incidental: accompanying but not a major part of something.*

# AGENDA MEMO



**Agenda Item:** Ordinance 2025-1

**To:** City Council  
**From:** Cassie Eldeen  
**Meeting Date:** 3/3/25  
**Meeting Type:** Regular Meeting  
**Subject:** Ordinance 2025-1 – Amending Section 152.218 of City Code  
**Action Requested:** Motion to approve Ordinance 2025-1 Amending Section 152.218 of City Code.  
**Staff Recommends:** Approve  
**Committee Recommends:** Approve  
**Attachments:** Ordinance 2025-1 Amending Section 152.218 of City Code

---

**Previous Council Action:** No action taken. There was a public hearing held at the 2.20.25 Zoning Board Meeting. There were no comments, questions, or concerns brought up.

---

**Overview:** A resident along Highway 60 wants to put up a billboard. In researching this, we noticed a probable typo in the City Code. We are only changing one word.

Old: (F) *Billboards and posterboard signs*. Billboards and posterboard signs as defined in the definitions section are permitted only on property defined below.

(1) *Location*. Billboards or posterboard signs shall be permitted in the following districts, subject to the requirements below. All properties which are zoned **B-2** or I-1 and border Trunk Highway 60.

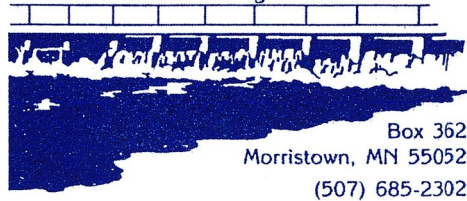
B-2: Central Business District, which is downtown. It should be B-1: Highway Commercial.

All we are changing is the B-2 to B-1.

# City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

*Best Little Town By A "Dam Site"*



## ORDINANCE 2025-1

### AN ORDINANCE AMENDING SECTION 152.218 OF THE MORRISTOWN CITY CODE

THE CITY COUNCIL OF THE CITY OF MORRISTOWN DOES ORDAIN:

1. Morristown City Code § 152.218, entitled, "Sign Regulations", is hereby amended as follows (change is underlined):

#### **§ 152.218 SIGN REGULATIONS**

(A) *Permitted signs in all districts.* The following signs are permitted in all districts:

- (1) Real estate signs, not exceeding 12 square feet in surface area, advertising the sale, rental or lease of the premises upon which the signs are located. The signs shall be removed within 7 days after completion of the advertised sale or lease;
- (2) Residential and professional nameplates, not exceeding 3 square feet in surface area;
- (3) Signs or bulletin boards, not over 24 square feet in surface area, for public, charitable, or religious institutions where the same are located on the premises of the institutions;
- (4) Signs denoting the architect, engineer, or contractor, when placed upon work under construction and not exceeding 24 square feet in surface area. The signs shall be removed within 7 working days after completion of the work;
- (5) Traffic or other municipal signs, legal notices, danger and other such temporary, emergency or non-advertising signs as may be approved by the City Council;
- (6) Memorial signs or tablets, names of buildings and date of erection, when cut into any masonry surface or when constructed of bronze or other incombustible material;
- (7) Decorations connected with civic, patriotic, or religious holidays may be displayed no more than 40 days prior to, nor more than 7 working days after, the appropriate holiday. The decorations are exempt from the provisions of this section;
- (8) Flags, emblems, and signs of civic, political, patriotic, and religious holiday or events and signs pertaining to commercial promotions and/or sales may be displayed no more than 40 days prior to, nor later than 7 days after, the appropriate holiday, event or promotion. The decorations are exempt from the provisions of this section; and
- (9) Non-illuminated signs not exceeding 6 square feet in surface area displayed strictly for the direction, safety, or convenience of the public, including signs which identify rest rooms, parking area entrances or exits, freight entrances, addresses, or similar signs are exempt from the provisions of this section.

(B) *General sign standards.*

(1) *Unsafe and unlawful signs.* If the Zoning Committee shall find that any sign regulated under this section is unsafe or insecure, or has been constructed or erected in violation of the provisions of this section, the City Clerk/Treasurer shall be instructed to give written notice to the owner thereof. If the owner fails to remove or alter the structure so as to comply with the standards set forth in this section within 30 days after the notice, the sign may be removed or altered at the expense of the owner of the property upon which it is located. The sign may be removed summarily and without further notice.

(2) *Attachment to buildings.* All signs attached to a building shall be secured in a manner approved by the Zoning Committee, and shall be repaired and maintained to keep them secure, safe, and free from danger.

(3) *Safety obstructions.* No sign in the city shall obstruct access to fire escapes, windows, doors, exits, or standpipes.

(C) *Removal of certain signs.* Any business sign in the city which no longer advertises or identifies a bona fide business or product sold shall be taken down and removed by the owner, agent, or person having the beneficial use of the building, structure, or lot upon which the sign may be found within 30 days after written notification from the City Clerk/Treasurer. Upon failure by any such owner, agent, or person to comply with the notice within the time specified in the order, the Zoning Committee is hereby authorized to cause removal of the sign. Any expense incident to the sign removal shall be paid by the owner of the building, structure, or lot to which the sign is attached.

(D) *Computations.*

(1) *Computation of area of individual signs.* The area of the sign face (which is also the sign area of a wall sign or other sign with only 1 face) shall be computed by means of the smallest square, circle, rectangle, triangle, or combination thereof that will encompass the extreme limits of the writing, representation, emblem, or other display, together with any material or color forming an integral part of the background of the display if used to differentiate the sign from the backdrop or structure against which it is placed, but not including any supporting framework, bracing, or decorative fence or wall when the fence or wall otherwise meets zoning ordinance regulations, and is clearly incidental to the display itself.

(2) *Computation of area on multi-faced sign.* The sign area for a sign with more than 1 face shall be computed by adding together the area of all sign faces visible from any 1 point. When 2 identical sign faces are placed back to back, so that both faces cannot be viewed from any 1 point at 1 time, and when the sign faces are part of the same structure and not more than 42 inches apart, the sign area shall be computed by the measurement of one of the faces.

(3) *Computation of height.* The height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attachment component of the sign. Normal grade shall be construed to be the lower of existing grade prior to construction, or the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign. In cases where the normal grade cannot be reasonably determined, sign height shall be computed on the assumption that the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower.

(E) *Other permitted signs by zoning district.* Except as otherwise provided in this chapter, no sign shall be erected in the city, unless it is permitted in the district in which it is to be located or under the provisions of this section.

(1) *"A" Agricultural District.* In the "A" Agricultural District, only the following signs shall be permitted to be erected:

(a) *Roadside sign.* One sign per highway or street frontage, not to exceed 32 square feet, advertising farm products, or listing the real estate for sale or rent; and

(b) *Temporary signs.* Portable signs may be displayed for no longer than 40 days prior to and not more than 7 working days after a special sale or promotion.

(2) *Residential districts.* In residential districts R-1 and R-M, the following signs shall be permitted to be erected.

(a) *Institutional signs.* One identification sign, not to exceed 24 square feet in surface area, for each building devoted to the following uses: church, school, hospital, library, or similar use. The sign shall be solely for the purpose of displaying the name of the institution or association and its activities or services. In addition, a bulletin board may be permitted; provided that, a total of 30 square feet is not exceeded by both bulletin board and identification sign. The sign may be indirectly illuminated, but not flashing. No sign shall be erected closer than 8 feet to any side or rear lot line nor closer to the front lot line than 1/2 the depth of the front yard. The sign, when affixed to a building shall not project higher than 1 story, or 20 feet above curb level, whichever is lower, and a ground sign shall not project higher than 8 feet above ground level.

(b) *Identification signs.* An identification sign for apartment or institutional office building, not exceeding a surface area of 30 square feet or 3% of the wall area upon which it is placed, whichever is less, and indicating only the name and address of the building, occupant, or management. For corner lots, 2 such signs, 1 facing each street, may be displayed. The signs shall either be illuminated or non-illuminated, but shall not be flashing.

(c) *Real estate signs (for subdivisions).* Temporary real estate signs for approved subdivisions, not exceeding 30 square feet in surface area and limited to 1 for each major street entrance to the subdivision. The sign shall be set back at least 10 feet from each lot line. It may be indirectly illuminated, not flashing, and shall be removed following the completion of sale of property advertised. The sign shall not be more than 15 feet nor less than 2 feet, above ground level.

(d) *Temporary signs.* Portable signs may be displayed for no longer than 40 days prior to, nor more than 7 working days after a special sale or promotion.

(3) *Business/commercial districts.* In the B-1 Highway Commercial District, and B-2 Central Business District, the following signs are permitted, subject to the following limitations.

(a) *Business or advertising signs.* The total surface area for all business signs, not to exceed 3 in number (except in a unified shopping center) on a lot, shall not exceed 2-1/2 square feet for each linear foot of street frontage of the lot. Commercial lots may have 1 freestanding sign. Additional freestanding signs are permitted provided a lot has a minimum of 100 feet of street frontage per freestanding sign. Wall signs shall not exceed 10% of the wall area as defined by this chapter. The percentage figure here shall mean the percentage of the wall area of the wall, which the sign is a part or to which each sign is most nearly parallel. No wall sign shall be permitted to project more than 2 feet above the roof or parapet line of the building, not extend more than 18 inches from the wall to which it is attached. One pylon or projection sign may be permitted for each separate street frontage of a business occupancy; provided that the sign does not project more than 36 inches past the front property line and ground signs are limited to an overall maximum height of 28 feet.

(b) *Unified shopping center/multiple occupancy buildings.* In a unified shopping center/multiple occupancy building under single ownership or control, the total surface area of all business signs in the lot shall not exceed 2-1/2 square feet for each lineal foot of street frontage of the lot. The number of signs shall not exceed the number of shops located within the center. A unified shopping center may also erect 1 additional business sign for each separate street frontage, not to exceed 350 square feet in area; and not to display more than the name and location of the shopping center.

(4) *Industrial districts.* In the I-1 Industrial Districts, signs are permitted subject to the following limitations. In the I-1 Industrial Districts, signs are permitted as and regulated under B Business District; except that, in lieu of the permitted additional shopping center sign of 350 square feet, an identification sign for a unified industrial park of the same size, height, and location shall be allowed in addition to other business signs permitted under the 2-1/2 square feet for each lineal foot of frontage ratio.

(F) *Billboards and posterboard signs.* Billboards and posterboard signs as defined in the definitions section are permitted only on property defined below.



(1) *Location.* Billboards or posterboard signs shall be permitted in the following districts, subject to the requirements below. All properties which are zoned **B-1** or I-1 and border Trunk Highway 60.

(2) *Size.* Billboard or posterboard sign structures shall not contain more than 2 signs per facing, nor shall the sum of the sign or signs exceed the length of 55 feet nor the surface area of 750 square feet.

(3) *Setback.* Billboard or posterboard sign structures must maintain a 25-foot minimum front yard setback off the property line. Where adjacent building structures within the same block have front yard setbacks different than those required, the front yard minimum setback shall be the average of the required setback and the actual setback of adjacent structures.

(4) *Distance from other uses.* No billboard or posterboard structure shall be permitted to be erected within 100 feet of an adjoining residential district boundary line or any public park, school, library, church, or government building. No billboard, posterboard, or advertising sign shall be located within 200 feet of a residential dwelling.

(5) *Spacing.* All billboard or posterboard sign structures shall be spaced at least 750 linear feet from another sign on the same side of the street right-of-way line.

(6) *Height.* The height of billboard or posterboard signs is limited to 40 feet above curb level.

(7) *Conditional use.* A conditional use permit may be requested for the placement of billboard or posterboard signs on property zoned A Agricultural District.

(8) *State statutes.* All billboard or posterboard sign structures are also subject to any provisions not provided for in this code, but cited in the Minnesota Outdoor Advertising Control Act, M.S. Ch. 173, as it may be amended from time to time.

(G) *Sign prohibitions and restrictions applicable in all zoning districts.* The construction of any type of sign within the city shall conform to the requirements of the State Building Code. In addition, the following prohibitions and general restrictions shall apply to signs in all zoning districts in the city.

(1) No sign, whether illuminated or not, shall obscure any traffic-control signal from the vision of any motorist, in a moving traffic lane, within 150 feet of the signal.

(2) No sign visible from the street shall use the word "stop" or "danger" or any other word, phrase, symbol, or character with the intent of simulating a public safety warning or traffic sign.

(3) Awning and marquee signs must be limited to places of public assemblage. Marquee signs may extend to 2 feet of the curb line, but no such sign shall be less than 10 feet in the clear above the level of the sidewalk, at its lowest level. On authorized marquees and awnings there may be placed a sign which may extend not more than 4 feet above nor more than 1 foot below the marquee or awning, but under no circumstance shall the sign be wider than 8 feet.

(4) Any existing sign or logo painted directly to the surface of any wall shall be required to be repainted at least once every 3 years, and a sign permit shall be required for the painting. If the repainted sign should result in exceeding the total allowable sign area in the respective business or industrial district for the business sign, the sign shall be painted out or otherwise removed or reduced in area to conform to the limitations.

(5) Gooseneck and thin-line reflectors and lighting shall be permitted on illuminated signs; provided that, the reflectors and lighting do not extend more than 8 feet beyond the sign structure to which it is attached and the illumination is focused directly upon the face of the sign to reduce possibility of direct light rays shining onto adjoining property or into the public right-of-way.

(6) No sign is permitted which purports to be or resembles an official traffic-control device, sign, or signal, or which hides from view or interferes in any material degree with the effectiveness of any traffic-control device, sign, or signal, or which obstructs or interferes with the driver's view of approaching, merging, or intersecting traffic for a distance of 500 feet.

(7) No sign is allowed which has flashing or moving lights.

(Ord. 170, § 11.14, passed 5-6-2002) Penalty, see § 10.99

Passed and adopted this 3<sup>rd</sup> day of March, 2025, with the following vote: Aye \_\_ ; Nay \_\_ ; Abstain \_\_ .

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Tim Flaten  
Mayor

ATTEST:

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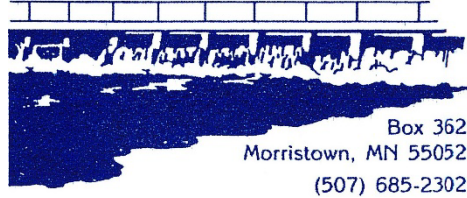
Cassie Eldeen  
City Clerk

DRAFT

# City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

*Best Little Town By A "Dam Site"*



Box 362

Morristown, MN 55052

(507) 685-2302

## RESOLUTION NO. 2025-11

### A RESOLUTION APPROVING PUBLICATION OF ORDINANCE BY TITLE AND SUMMARY

WHEREAS, on March 3, 2025, the City Council of the City of Morristown adopted an ordinance entitled, “AN ORDINANCE AMENDING SECTION 152.218 OF THE MORRISTOWN CITY CODE”; and

WHEREAS, the Ordinance exceeds one page in length; and

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

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

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

1. The City Council of the City of Morristown has adopted an ordinance entitled, “AN ORDINANCE AMENDING SECTION 152.218 OF THE MORRISTOWN CITY CODE”;
2. The following summary clearly informs the public of the intent and effect of the Ordinance:

“AN ORDINANCE AMENDING SECTION 152.218 OF THE MORRISTOWN CITY CODE”;

The Morristown City Council has passed an ordinance amending Section 152.218 of the Morristown City Code. Specifically, the zoning districts that billboards or posterboards are permitted has been changed from B-2 to B-1.

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

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

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

Adopted by the Morristown City Council on this 3rd day of March, 2025.

Number of Ayes: \_\_\_\_\_

Number of Nays: \_\_\_\_\_

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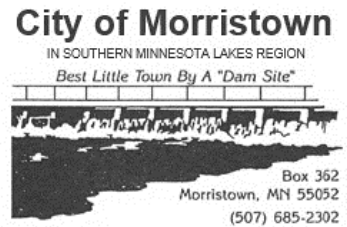
Tim Flaten  
Mayor

ATTEST:

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Cassie Eldeen  
City Clerk

# AGENDA MEMO



**Agenda Item:** Zoning Administrator

**To:** City Council

**From:** Ellen Judd

**Meeting Date:** 3/3/2025

**Meeting Type:** Regular Meeting

**Subject:** Zoning Administrator – Hire Tony Lindahl as the Zoning Administrator

**Action Requested:** Motion to approve hiring Tony Lindahl for the Zoning Administrator position at a pay rate of \$35/permit opened, \$35/permit closed, and \$25/zoning meeting attended; start date immediately.

**Staff Recommends:** Approve

**Committee Recommends:** Zoning Board recommends hiring.

**Attachments:** None

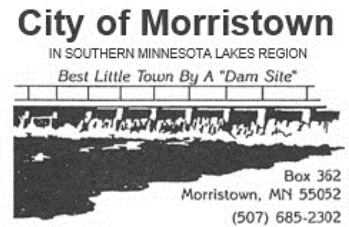
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**Previous Council Action:** None

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**Overview:**

# AGENDA MEMO



**Agenda Item:** Purchasing Policy

**To:** City Council

**From:** Ellen Judd

**Meeting Date:** 3/3/2025

**Meeting Type:** Regular Meeting

**Subject:** Purchasing Policy – Changes to the Purchasing Policy

**Action Requested:** Motion to approve updated purchasing policy.

**Staff Recommends:**

**Committee Recommends:**

**Attachments:** Purchasing Policy

---

**Previous Council Action:** Adopted 12/7/2009  
Amended 4/5/2021

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**Overview:** Tim Flaten asked that the policy be revised with higher purchasing limits.

Currently at \$5,000.

Draft policy is at \$10,000.

## City of Morristown

IN SOUTHERN MINNESOTA LAKES REGION

Best Little Town By A "Dam Site"



# PURCHASING POLICY

December 7, 2009: Adopted

April 5, 2021: Amended

March 3, 2025: Amended

## Section I. Purpose

The purpose of this policy is to establish the procedures for purchases made on behalf of the City of Morristown. This policy has the following objectives:

1. Ensure that all purchases comply with applicable laws.
2. Make the best possible use of tax dollars by purchasing goods and services economically.
3. Provide clear and consistent guidelines for city staff to follow which incorporate basic principles of sound management.

## Section II. Purchasing Agent

The City Administrator shall be the chief purchasing agent of the city. The City Administrator is responsible for the city-wide purchasing function and shall have the authority to delegate powers to the department supervisors for purchasing items within their respective budgets. All such authorized persons are required to coordinate their purchasing with the chief purchasing agent for reporting to the City Council. The City Clerk is responsible for ensuring that purchases are reported to the City Council for approval, ratification, and/or confirmation. In the City Administrator's absence, the City Clerk serves as the chief purchasing agent.

## Section III. Purchasing Procedures

The three basic purchasing procedures are:

1. Regular purchasing procedure
2. Purchasing through price agreements
3. Emergency Purchasing

### Regular Purchasing Procedures

These procedures apply to the purchase of supplies, materials, equipment, or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property. Purchasing must not exceed the approved annual budget.

#### *1. Purchases of less than \$10,000*

Purchases of less than \$10,000 may be made on the open market at the most convenient location. The chief purchasing agent is strongly encouraged to seek quotations and are also encouraged to buy locally wherever possible or practical, or when the total price is within 10% on the same product.

## *2. Purchases from \$10,001 to \$20,000*

Purchases from \$10,001 to \$20,000 must be based on a minimum of two quotations. All quotations must be kept on file for a minimum of two years.

## *3. Purchases from \$20,001 to \$50,000*

Purchases from \$20,001 to \$50,000 may be made by direct negotiation by obtaining two or more written quotations. All quotations must be kept on file for a minimum of two years. Alternatively, in the appropriate situation, purchases may be made using sealed bids. When using sealed bids, the procedure outlined in #4, "Purchases exceeding \$50,000" must be followed.

## *4. Purchases exceeding \$50,000*

Purchases exceeding \$50,000 require sealed bids that shall be solicited as required by the Uniform Municipal Contracting Law. Bids must be solicited by notice published once in the official newspaper at least ten days in advance of the closing date for submitting bids. In the appropriate situation, publication may also be made in other publications.

## **Purchasing through Price Agreements**

Price agreements may be used to acquire items the city frequently purchases in small quantities, for example, chemicals for water/wastewater treatment. A price agreement is a contract between the city and a vendor. Under it, the vendor agrees to supply all the city's requirements for the specified commodity during the period of the agreement. The price may be fixed or variable, such as a fixed discount from market price. Such price agreements expedite delivery, reduce paperwork, and generally result in lower prices. The procedures for "Purchases of Less than \$10,000" apply.

## **Emergency Purchasing**

### *1. Purchases of less than \$10,000*

When an emergency occurs that may imperil public safety, health, and welfare, the City Administrator, City Clerk, or Department Supervisor, may make a necessary emergency purchase. Department Supervisor emergency purchases shall be reported in writing to the City Administrator within 24 hours. The reasons for such a purchase will be included in the writing. The emergency purchase does not require two competitive quotes; however quotes should be utilized whenever possible as part of the process.

### *2. Purchases from \$10,001 to \$25,000*

Any emergency purchase exceeding \$10,000 must be authorized by the Chief Purchasing Agent and the Mayor.

### *3. Purchases exceeding \$25,000*

If the emergency situation requires a purchase of greater than \$25,000, the decision must be approved through the City Council, who may dispense with bidding requirements of state contract law. Before deciding that an emergency purchase of greater than \$25,000 is required, the City Administrator shall consult with the City Attorney.



## Section IV. Purchasing Guidelines

### Quotations

1. When a quote is required, a minimum of two quotes shall be obtained.
2. The lowest quote can be rejected due to factors besides price. For example, promptness of delivery, quality, etc. The Chief Purchasing Agent must approve rejecting the lowest bid.
3. Written quotes are the preferred method of substantiating quotation requests and responses. Department Supervisors are expected to anticipate the needs of their department with sufficient time to allow for issuance of written specifications and receipt of written quotes from vendors.
4. All quotes received must be kept on file at City Hall for a minimum of two years and are subject to inspection and review.

### Sealed Bids

Purchases or contracts exceeding \$50,000 require formal sealed bids solicited by public notice in accordance with Minnesota Statute 471.345. The City Administrator shall prepare or cause to be prepared, the specifications, the advertisement to solicit sealed bids, the opening and tabulation of bids, and any necessary investigation of the bids. The City Administrator or designated Department Supervisor shall recommend to the City Council which bid is the lowest responsible bid. The Council shall determine the lowest responsible bidder and shall accept such bid. In all cases, the City Council reserves the right to accept or reject any or all bids.

#### *Lowest Responsible Bidder*

Cities have reasonable discretion in determining who the lowest responsible bidder is. Not only must a successful bidder submit the lowest bid price and substantially meet the terms and conditions of the specifications; the low bidder must also be considered "responsible" and have the capacity to fulfil the proposed contract. "Responsibility" includes such considerations as the bidders' financial responsibility, integrity, ability, skill, and likelihood of providing faithful and satisfactory performance.

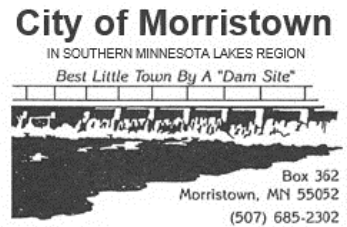
There is more latitude in purchasing items of equipment not capable of exact specifications. In making such a purchase, the City Council may exercise reasonable discretion in determining who the lowest responsible bidder is. The City Council may consider, in addition to the bid price, the quality, suitability, and adaptability of the article for the use for which it is intended.

#### *Exclusions from Competitive Bidding Requirements*

It is not legally necessary to advertise bids for:

1. Professional services such as those of engineers, lawyers, architects, accountants, and other services requiring technical, scientific or professional training. Before contracting any professional services for a significant amount, the City Council should be advised. The City Council will then decide if quotes or bids are appropriate even though not legally required,
2. The purchase or lease of real estate.
3. Non-competitive products that are patented or obtainable from only one source.

# AGENDA MEMO



**Agenda Item:** Ordinance 2025-2

**To:** City Council

**From:** Ellen Judd

**Meeting Date:** 3/3/2025

**Meeting Type:** Regular Meeting

**Subject:** Ordinance 2025-2 – 152.235 - Cannabis Businesses

**Action Requested:**

**Staff Recommends:**

**Committee Recommends:**

**Attachments:** Ordinance 2025-2 152.235 - Cannabis Businesses

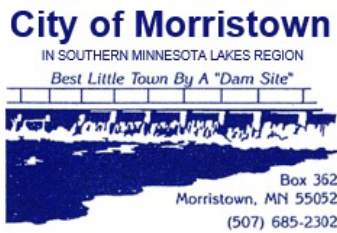
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**Previous Council Action:**

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**Overview:** Email from Mark:

“I’ve placed Cannabis Retail in the B-1 Highway Commercial District. The council could certainly decide to place it in the B-2 district instead. The battle here is placing it where we want, while also meeting the setback requirements from schools, daycares, parks, etc., while also allowing some place in the city where it can actually be located.”



## ORDINANCE NO. 2025-2

### AN ORDINANCE REGULATING CANNABIS BUSINESSES

THE CITY COUNCIL OF THE CITY OF MORRISTOWN DOES ORDAIN:

**1. Morristown City Code Section 152.235, is hereby created to read as follows:**

**“Section 152.235. REGULATION OF CANNABIS BUSINESSES**

**(A) Definitions.** For purposes of this Section, the following words or phrases shall have the following meanings.

1. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant, harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, and transport cannabis flower to a cannabis manufacturer located on the same premises.
2. Cannabis Retail Businesses: A retail location and the retail location(s) of mezzbusinesses with a retail operations endorsement, micro businesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers.
3. Cannabis Businesses: As defined in Minn. Stat. § 342.01, Subd. 14.
4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
5. Day Care Facility: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child’s own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
6. Lower-potency Hemp Edible: As defined Under Minn. Stat. 342.01, subd. 50.
7. Residential Treatment Facility: As defined under Minn. Stat. § 245.462, subd. 23.
8. School:
  - a) Public school as defined under Minn. Stat. § 120A.05.
  - b) Nonpublic school that meets the reporting requirements under Minn. Stat. § 120A.24.
  - c) Charter school licensed by the Minnesota Department of Education.
  - d) Post secondary educational facilities, including any colleges, universities, or technical schools.

**(B) Requirements of Cannabis Businesses**

1. **Minimum Buffer Requirements.** The operation of cannabis business is prohibited within:

- a. 1,000 feet, as measured in a straight line, from the nearest boundary line of the cannabis business to the nearest boundary line of the a school.
- b. 500 feet, as measured in a straight line, from the nearest boundary of the cannabis business to the nearest boundary line of the following:
  - (1) Day care facility.
  - (2) Residential treatment facility.
  - (3) Public parks and trails, including playgrounds and athletic fields, regularly used by minors.

**(C) Zoning and Land Use**

1. **Cultivation.** Cannabis businesses licensed or endorsed for cannabis cultivation are permitted in an I-1 Industrial District.
2. **Cannabis Manufacturer.** Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted in an I-1 Industrial District.
3. **Hemp Manufacturer.** Cannabis businesses licensed or endorsed for low-potency hemp edible manufacturers are permitted used in an I-1 Industrial District.
4. **Wholesale.** Cannabis businesses licensed or endorsed for cannabis wholesale are permitted used in an I-1 Industrial District.
5. **Cannabis Retail.** Cannabis businesses licensed or endorsed for cannabis retail are permitted used in an B-1 Highway Commercial District.

**(D) Hours of Operation.** Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of:

8:00 a.m. to 10:00 p.m. Monday-Saturday

10:00 a.m. to 10:00 p.m. Sunday”

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

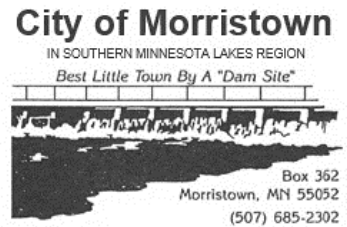
**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025, by the City Council of the City of Morristown.

By: \_\_\_\_\_  
Tim Flaten  
Mayor

ATTEST:

\_\_\_\_\_  
Cassie Eldeen  
City Clerk

# AGENDA MEMO



**Agenda Item:** Resolution 2025-12

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**To:** City Council

**From:** Ellen Judd

**Meeting Date:** 3/3/2025

**Meeting Type:** Regular Meeting

**Subject:** Resolution 2025-12 – Cooperative Agreement with Minnesota DNR

**Action Requested:** Make a motion to approve Resolution XX

**Staff Recommends:** Approve

**Committee Recommends:**

**Attachments:** Cooperative Agreement with Minnesota DNR  
Resolution 2025-12 Cooperative Agreement with Minnesota DNR

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**Previous Council Action:** None

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**Overview:** The DNR reached out to me last fall with a grant opportunity that includes two fishing piers and an ADA sidewalk leading from the handicap stall at the mill, to the fishing bridge. To move forward, they needed quotes for the install. I received the quote I was waiting for late on Friday. When speaking to the DNR, they recommended getting this approved as soon as possible to have a better chance of receiving the grant.

If we receive the grant, we would pay the contractor for the install and the State would reimburse us. The City would be in charge of maintenance, with the State's help for major repairs, although it's anticipated to be minimal, as it will be made of concrete and metal.



# State of Minnesota

## Cooperative Agreement

CANNON RIVER PUBLIC SHORE FISHING STRUCTURE  
LAND USE, OPERATIONS, AND MAINTENANCE COOPERATIVE AGREEMENT  
BETWEEN  
THE STATE OF MINNESOTA AND CITY OF MORRISTOWN

This Cooperative Agreement (“Agreement”) is between the State of Minnesota, acting through its Commissioner of the Department of Natural Resources (“State”) and City of Morristown, (“City”).

### Recitals

The Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public water access on lakes and rivers, where access is inadequate; and

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary; and

The State and City have determined that a shore fishing structure on the Cannon River is of high priority under the state public water access program; and

The shore fishing structure will be located on City owned land at Sec. 23, T109N, R22W, described as Morristown Mill Park, and used for fishing, observation, and other compatible uses (“Shore Fishing Structure”), and

The State and the City desire to cooperate in the installation and maintenance of the Shore Fishing Structure; and

The City Council has authorized the City to enter into this Agreement.

### Agreement

#### 1. Term of Agreement

- 1.1 Effective Date: April 11, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: December 31, 2045, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Agreement between the Parties

##### 2.1 State’s Duties and Responsibilities. The State shall:

- a. Encumber funds for the facility through the standard internal purchasing process including, but not

limited to, a separate requisition request.

- b. Provide personnel and equipment when feasible to assist with the installation of the Shore Fishing Structure.
- c. Review and approve any signs before they are placed at the Shore Fishing Structure by the City.
- d. Retain ownership of the Shore Fishing Structure through the expiration date of the Agreement and retain the authority to relocate and/or remove the Shore Fishing Structure if the site, as identified as Exhibit A, is determined to be inadequate or if the City fails to comply with the terms of the Agreement. Before such removal or relocation, the State shall consult with the City.
- e. Assist the City with major structural repairs to the Shore Fishing Structure, if required.
- f. The State reserves the right to inspect the Shore Fishing Structure to ensure that the City complies with the terms of this Agreement.

## **2.2 City's Duties and Responsibilities. The City shall:**

- a. Comply with all local, state and federal laws, regulations, rules and ordinances which may apply to the management, operation, and maintenance of the Shore Fishing Structure.
- b. Obtain any permit or license which may be required for the Shore Fishing Structure.
- c. Construct a hard surfaced, accessible route/sidewalk/pathway which meets accessible requirements of less than a 5% gradient, 2% cross slope connecting the Shore Fishing Structure to an accessible parking space. The City agrees to complete this portion of the project as soon as possible and within one (1) year of the effective date of this Agreement. The City agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) and all applicable regulations and guidelines.
- d. Provide personnel and equipment to install the Shore Fishing Structure, and request assistance from the State as needed.
- e. Keep the Shore Fishing Structure and related facilities free and open every day during open water season in conjunction with the City's established operational months and hours for a facility of this type. The City may close the Shore Fishing Structure for emergencies, or for other reasons, without prior written consent of the State. The City shall notify the State within seventy-two (72) hours of the closing of the Shore Fishing Structure for emergency reasons or if the facility will remain closed longer than seventy-two (72) hours.
- f. Provide free and adequate parking in the vicinity for the Shore Fishing Structure including at least one (1) designated accessible space for persons with disabilities.
- g. Provide police protection and patrols for the Shore Fishing Structure in accordance with the City's established police department policies for a facility of this type.
- h. Install appropriate signage for the site as approved by the State.
- i. Maintain the Shore Fishing Structure and facilities and keep them in good and sanitary order in accordance with the City's established practices for maintenance of City facilities. Additionally, the City shall provide all necessary routine maintenance and minor repairs to the Shore Fishing Structure. The State shall assist the City with major structural repairs to the Shore Fishing Structure subject to the availability of funding according to the provisions of Article III of this Agreement.
- j. Follow Minnesota Department of Natural Resource's (DNR) Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on

public waters and DNR-administered lands. Operational Order 113 is incorporated into this Agreement by reference and can be found at [http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf). Duties listed are in Operational Order 113 under Sections II and III (p. 5-8).

- a. The City shall prevent invasive species from entering or spreading within a project site by cleaning equipment and clothing prior to arriving at the project site.
  - b. If equipment or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned with tools or equipment furnished by the City (such as brush/broom, compressed air, or pressure washer) at the staging area.
  - c. The City shall dispose of material and debris cleaned from equipment and clothing at an appropriate location. If the material cannot be disposed of onsite, then the material must be secured prior to transport (such as a sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.
  - d. The City shall ensure that all equipment and clothing used for work in public waters has been adequately decontaminated for aquatic invasive species. All equipment and clothing including but not limited to waders, vehicles and boats that are exposed to any public water of the state must be thoroughly cleaned and drained of all water before transport to another location.
- k. Follow pollinator best management practices and habitat restoration guidelines pursuant to Minn. Stat. § 84.973 for all habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season.

### **3. Funding**

The State shall provide funding for its responsibilities under Article II of this Agreement through the standard internal purchasing process including, but not limited to a separate requisition in which funds will be encumbered. The State shall provide two (2) shore fishing concrete planks and railings to the site. The State shall provide funding to the City for their responsibilities under Article II of this Agreement, however the total obligation of the State for the construction of the facilities shall not exceed twenty-five thousand dollars (\$25,000). The total obligation of the State for its responsibilities under Article II of this Agreement shall be limited to the amount of funds legislatively appropriated and administratively allocated to this project. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed. The City will invoice the state for approved construction costs of the Shore Fishing Structures (includes: site prep and installation of the shore fishing concrete planks and railings, installation of hard surfaced trail to the shore fishing stations and installation of a concrete sidewalk from the parking lot to the Morristown dam). Reimbursement will be due within thirty (30) days of the acceptance of the invoice by the State's authorized representative. The City will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state or local law.

### **4. Authorized Representatives**

The State's Authorized Representative, or their successor, is:

Tyler Fellows

MN DNR Waterville Area Fisheries

50317 Fish Hatchery Road, Waterville, MN 56096

Tyler.fellows@state.mn.us | 507-497-1826



The City's Authorized Representative, or their successor, is:  
Ellen Judd  
City of Morristown Administrator/Public Works Director  
402 Division St. South, PO Box 362, Morristown, MN 55052  
ejudd@ci.morristown.mn.us | 507-497-1287

#### **5. Assignment, Amendments, Waiver, and Contract Complete.**

- 5.1 Assignment. The City may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

#### **6. Liability**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01 - 466.15, and other applicable law.

#### **7. State Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from the expiration or termination of this Agreement.

#### **8. Government Data Practices.**

The City and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the City or the State.

If the City receives a request to release the data referred to in this clause, the City must immediately notify and consult with the State's Authorized Representative as to how the City should respond to the request. The City's response to the request shall comply with applicable law.

## **9. Publicity and Endorsement.**

**9.1 Publicity.** Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.

All publicity shall be provided in an accessible format per Minnesota Statute 16E.03, sub. 9. State of Minnesota guidelines for creating accessible electronic documents can be found at the following URL: <https://mn.gov/mnit/programs/accessibility/>.

**9.2 Endorsement.** The City must not claim that the State endorses its products or services.

## **10. Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11. Termination**

**11.1 Termination.** The State or the City may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**11.2 Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the City notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **12. Force Majeure**

Neither party shall be responsible to the other or considered in default of its obligations within this Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of inability to perform and take all necessary steps to bring about performance as soon as practicable.

## **13. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).**

For services valued in excess of fifty thousand dollars (\$50,000), the City certifies that as of the date of services performed on behalf of the State, City and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform

work on behalf of the State. The City is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

14. Exhibits. The following Exhibits are attached and incorporated into this Agreement. In the event of a conflict between the terms of this Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Agreement, and then in the following order:

Exhibit A: Shore fishing structure location map

Exhibit B: Council Resolution

(The remainder of this page intentionally left blank.)

**This is a draft for approval only, Do Not Sign. Signing will be done in order, by email through DocuSign.**

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

SWIFT Contract No. \_\_\_\_\_

**2. City**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**3. State Agency**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**4. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: \_\_\_\_\_

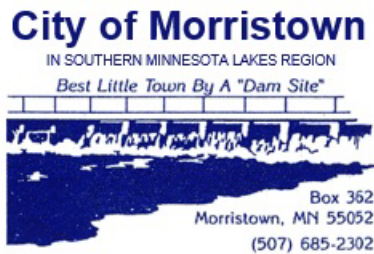
Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Admin ID: \_\_\_\_\_

Exhibit A





## **RESOLUTION 2025-12**

STATE OF MINNESOTA  
CITY OF MORRISTOWN

### **RESOLUTION AUTHORIZING CITY OF MORRISTOWN TO ENTER INTO A COOPERATIVE AGREEMENT WITH MINNESOTA DNR (CANNON RIVER SHORE FISHING PROJECT)**

**WHEREAS**, the City of Morristown approves of the attached application for the Cannon River shore fishing project: and

**WHEREAS**, the City of Morristown agrees to be reimbursed costs associated with this project as outlined in the cooperative agreement.

**NOW BE IT RESOLVED**, that the City Council of the City of Morristown does adopt this resolution.

Accepted by the City Council of the City of Morristown on Monday, March 3, 2025.

Approved:

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Mayor, Tim Flaten

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City Administrator, Ellen Judd

Attested:

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City Clerk, Cassie Eldeen