

AGENDA
HARMONY CITY COUNCIL
HARMONY ECONOMIC DEVELOPMENT AUTHORITY
Some members may participate by telephone or other electronic means
Regular Meeting

October 10, 2023
7:00 P.M.

Council Room
Community Center

1. Call to Order
2. Roll Call
3. Public Forum
4. Consent Agenda
 - a) Minutes Regular
 - b) Claims and September Checks
 - c) Cash in CD
 - d) Cash Balances
 - e) MMUA Renewal
5. New Business
 - a) Notice of Hearing: Charles Oian 40-42 2nd AVE SW
 - b) 2024 Street Project Preliminary Survey, Brett Grabau, Stantec
 - c) Park Board - Splash Pad quote to seal and preserve
 - d) Utility Committee - Mini-Split Quote
 - e) Arts Board – Approve new arts student member
 - f) Personnel Committee
 - g) Utility Assessments
6. Reports
 - a) Building & Maintenance Report
 - i. WWTP Report
 - b) EDA Board
 - c) Harmony Chamber
 - d) Park Board
 - e) Library Board
 - f) Arts Board
 - g) Fire Department
 - h) Sheriff Report
7. Adjourn



September 12, 2023

REGULAR MEETING

HARMONY CITY COUNCIL

A Regular Meeting of the Harmony City Council was called to order by Mayor Steve Donney. Present were Mayor Donney, Councilmembers Kyle Scheevel, Jesse Grabau, and Michael Himlie; City Clerk/Ambulance Director Samantha Grabau, Deputy Clerk Lisa Morken, Attorney Greg Schieber and City Engineer Brett Grabau, Stantec. Councilmember Domingo Kingsley was not present.

Also present were Brian Michel, Terry Bigalk, Hannah Wingert, (Fillmore County Journal), Jerome Illg, Lisa Miller, Miles Petree, Erica Thilges, Alison Whalen, Amy Bishop, Aaron Bishop, Allen Dahl, and Janell Randa.

PUBLIC FORUM: None.

CONSENT AGENDA: Councilmember Grabau motioned to approve the consent agenda which consisted of minutes, claims and August checks, cash in CD, Payment Services Network Service Agreement Amendment for PayPal, Pay Later and Venmo and cash balances. Councilmember Himlie seconded the motion. Mayor Donney asked for clarification on PSN payment per transaction. City Clerk Samantha Grabau stated that the City of Harmony pays PSN for each debit or credit transaction, not the customer/resident. A vote was held. All in favor. Motion carried.

FEASIBILITY REPORT: Stantec Consulting Services submitted their report on the City of Harmony's 2024 Street and Utility Improvements project. A Pavement Management Plan was completed in 2012 to grade all pavement in town. 2014, 2017 and 2020 improvements were based on the 2012 Pavement Management Plan.

AREA 1: 4TH ST N

- Roadway improvements, grade and pave hard surface, curb and gutter
- Water distribution improvements, repairs necessary, add loops
- Sanitary sewer collection improvements, repairs necessary, add campground dump station

AREA 2: SNAKE ALLEY (PORTIONS OF 2ND AVE NE & 5TH ST NE)

- Roadway improvements (pavement, some curb and gutter)
- Water distribution & sanitary sewer collection improvements
- Sanitary sewer collection improvements, CIPP liner improvement
- Storm sewer collection improvements

AREA 3 MAIN ST ALLEY (BETWEEN 1ST ST NE & CENTER ST)

- Roadway improvements (reconstruct alley after spring 2024 electric improvements are complete)
- Pave wider and tie into existing concrete pavement

SPECIAL ASSESSMENTS – A portion of the improvements may be assessed back to property owners per City Assessment Policy adopted in 2013. City costs associated with this project will be funded by issuance of a general obligation improvement bond that would be paid back by using utility enterprise funds, general tax revenue and special assessments. Total estimated project costs \$2,304,249.17. \$700,000 paid by special assessments. Mayor Donney motioned to approve the feasibility report and schedule a public hearing. Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried.

LIBRARY GIFT RESOLUTION 23-08: Mayor Donney motioned to approve Resolution 23-08 and accept the donation to the Harmony Public Library. Councilmember Himlie seconded the motion. A vote was held. All in favor. Motion carried. Mayor Donney thanked LaVonne and James Todd for their generous gift.

PRELIMINARY LEVY RESOLUTION 23-07: Councilmember Himlie motioned to approve the preliminary levy presented at 3.5%. Mayor Donney seconded the motion. Councilmember Grabau asked why the preliminary levy is set so low? And stated that this would mean a 12% levy next year. Mayor Donney said this was driven by the Budget Committee and if there is a shortfall, we could use other funds per previous audits. Councilmember Grabau stated that if the levy is too high, we can lower it. But if it is too low, we can't raise it. Councilmember Grabau advised that 5% or 6% would be better. \$20,000 above what is currently proposed. A vote was held. None in favor. All opposed. Motion failed. Councilmember Grabau motioned to approve a total levy at \$882,798 with a change to general levy fund from \$319,000 to \$339,000. Councilmember Scheevel seconded the motion. A vote was held. All in favor. Motion carried.

WWTP WASHER COMPACTOR QUOTE: Councilmember Grabau stated that the WWPT washer compactor, aka "sausage maker" is broken and is letting twigs through. Mayor Donney motioned to approve the Minnesota Pump Works washer compactor quote in the packet. Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried.

HARMONY SPIRITS LIQUOR LICENSE APPROVAL: Councilmember Grabau motioned to change the expiration dates of the Harmony Spirits' liquor licenses (off-sale & cocktail room) so that they are the same, July 1st to June 30th. Councilmember Himlie seconded the motion. A vote was held. All in favor. Motion carried.

STREET LIGHT QUOTE: Councilmember Grabau stated that several streetlights need to be replaced. Mayor Donney motioned to approve the street light replacement quote in the packet from Morem Electric. Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried.

SMG WEBSITE REDESIGN: Catalis is our current website provider. We pay \$646 annually. Our contract is nearing the end and we have not received a projected cost. SMG would like to demonstrate their website capabilities. Annual cost is \$1,000. Councilmember Himlie asked about the security on SMG website. City Clerk Grabau stated that the security with SMG would be better than it is currently with Catalis. Mayor Donney motioned to proceed with SMG. Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried.

WELL #1 PUMP UPGRADE: A grant application has been submitted to the MN Department of Health. The pump at well #1 needs to be pulled and the well needs to be inspected. The current pump is old and it is leaking. The turbine top pump needs to be replaced with a submersible pump and a new flow meter. Councilmember Grabau motioned to approve the well #1 pump upgrade project. Councilmember Scheevel seconded the motion. A vote was held. All in favor. Motion carried.

UTILITY METER READER UPGRADE: The Itron hand held meter read is out of date and will not read current meters. Metering and Technology has submitted a quote to update the meter reader and change the software. Mayor Donney motioned to approve the utility meter reader update and software changeover. Councilmember Himlie seconded the motion. A vote was held. All in favor. Motion carried.

REPORTS:

BUILDING & MAINTENANCE: Councilmember Scheevel motioned to list the 2014 Ford F-150 for sale by sealed bid with a cut-off date of October 5, 2023. Councilmember Himlie seconded the motion.

WWTP: Report is in agenda packet.

EDA: Minutes are in agenda packet. The EDA would like a 2024 Chamber Budget increase of \$17,000 bringing the total amount from EDA to Chamber to \$45,000. Councilmember Grabau asked how this amount was determined by EDA? The original proposal increase amount was \$2000? Mayor Donney stated that the Chamber would not be able to afford a full-time Director with an increase of \$10,000 or less. Mayor Donney doesn't expect the Chamber to need less than \$45,000, but they could do some fund raising? The EDA appreciates the work that the Chamber does. City promotion cannot exceed \$50,000 issued to one agency or group. If we give the Chamber this increase, we are unable to give to anyone else. The Chamber to the EDA request may be dropped down going forward if the decide not to have a full-time Director. The preliminary levy has been approved; the final budget will be set in December.

CHAMBER: No report.

PARK BOARD: Summer help is done for the year. New Splash Pad equipment has been delivered. Quotes to repair Splash Pad surface are being reviewed. The budget has been adjusted for labor, water and capital outlay.

LIBRARY BOARD: Donation acceptance approved.

ARTS BOARD: Getting a new student representative. Fall event on September 23rd – "Fall for Harmony". Christmas Lighting Contest will be held again this year.

FIRE DEPARTMENT: Training 8/28. May impact water pressure.

SHERIFF'S REPORT: Report is in agenda packet.

Upon no further business, Mayor Donney adjourned the meeting.

Lisa Morken, Deputy Clerk

Mayor Steve Donney

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Fund Descr	Object of Expense	Vendor	Comments	Amount
101 General Fund				
General Fund	Union Central Pension Fund	CENTRAL PENSION FUND	Union pension	\$281.35
General Fund	Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union health insurance	\$4,260.00
General Fund	Union Dues	IUOE LOCAL #49	Union dues	\$105.00
General Fund	NCPERS Insurance	NCPERS GROUP LIFE INS	511800 NCPERS Life Insurance	\$48.00
General Fund	Life Insurance	USABLE LIFE	101421301G	\$62.50
General Fund	General Liability Ins	LEAGUE OF MINNESOTA CITIES	Admin Property premium	\$971.00
General Fund	General Operating Supplies	ELAN FINANCIAL SERVICES	Staples, post-it notes	\$15.16
General Fund	General Operating Supplies	SMG WEB DESIGN	Website hosting contract	\$1,000.00
General Fund	Postage	ELAN FINANCIAL SERVICES	Liquor license renewal postage	\$6.18
General Fund	Postage	ELAN FINANCIAL SERVICES	Stamped envelopes for utility billing	\$1,603.20
General Fund	Postage	MORKEN, LISA	Half ounce stamps (Qty 20)	\$4.80
General Fund	Postage	QUADIENT, INC.	Postage for machine	\$25.00
General Fund	Postage	QUADIENT, INC.	Postage machine rent, postage	\$73.32
General Fund	Repair/Maint Office Equipment	METRO SALES	Printer/Copier contract base & usage	\$130.06
General Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Civil Def - Property premium	\$1,250.00
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Civil Defense telephone	\$89.81
General Fund	Cleaning Supplies	ELAN FINANCIAL SERVICES	CC stainless steel cleaner	\$23.94
General Fund	Cleaning Supplies	KINGSLEY MERCANTILE	Scotch Brite - Comm Center	\$6.87
General Fund	Cleaning Supplies	ZEP MANUFACTURING COMPANY	Stainless steel cleaner - Comm Center	\$51.98
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Comm Center electric	\$955.97
General Fund	General Operating Supplies	DALCO	Comm Center paper towels	\$51.83
General Fund	General Operating Supplies	DALCO	Comm Center paper hand towels	\$90.08
General Fund	Motor Fuels/Lubricants	WEX	Terry Truck Fuel-CC	\$35.40
General Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	CC- Property premium	\$17,000.00
General Fund	Repair/Maint Other Equipment	KINGSLEY MERCANTILE	Compressor locked up on PTAC	\$120.00
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Comm Center sewer	\$47.19
General Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Broom, shim - Comm Center	\$32.98
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Adminstration telephone	\$262.01
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Comm Center water	\$31.48
General Fund	General Liability Ins	LEAGUE OF MINNESOTA CITIES	Comm. Events municipal liability premium	\$800.00
General Fund	Travel Expenses	GRABAU, SAMANTHA	Mileage for leadership meeting	\$17.82
General Fund	Wages & Salaries	STANTEC CONSULTING SERVICES, I	2024 Feasability, Seal Coat proj, Mtg	\$6,107.88
General Fund	Financial Services Fees	WEX HEALTH, INC.	October WEX admin fee	\$13.75
General Fund	Automotive Ins	LEAGUE OF MINNESOTA CITIES	Snow/Ice - Auto premium	\$800.00
General Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Snow/Ice - Property premium	\$1,200.00
General Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Snow/Ice - Mobile Property	\$691.00

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Fund Descr	Object of Expense	Vendor	Comments	Amount
General Fund	Street Maint Materials	BRUENING ROCK PRODUCTS, INC	Washed concrete sand	\$403.47
General Fund	Legal Fees	FILLMORE COUNTY ATTORNEY	Criminal legal fees 18/31-9/14	\$130.00
General Fund	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	September legal fees	\$375.00
General Fund	General Operating Supplies	CULLIGAN	Drinking water and dispenser rent	\$88.30
General Fund	Personnel Testing	MINN MUNICIPAL UTILITIES ASSOC	2023 Drug & Alcohol testing (Qty 4)	\$140.00
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Police telephone	\$46.12
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Shop electric	\$124.06
General Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	PW Bldg - Mobile Property	\$691.00
General Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	PW Bldg - Property premium	\$3,500.00
General Fund	Repair/Maint Bldg/Structures	PLUNKETTS PEST CONTROL, INC	Rodent Control Program	\$85.20
General Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Hose, 3 clamps - Shop	\$27.96
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Shop	\$44.95
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Shop water	\$21.07
General Fund	Automotive Ins	LEAGUE OF MINNESOTA CITIES	Streets - Auto premium	\$500.00
General Fund	General Notices and Pub Info	FILLMORE COUNTY JOURNAL	Maintenance truck sale ad	\$21.10
General Fund	Motor Fuels/Lubricants	WEX	Corey Truck Fuel	\$164.75
General Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Streets - Property premium	\$900.00
General Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Streets - Mobile Property	\$691.00
General Fund	Repair/Maint Vehicles	MCKEAN AUTO	Deail red ford pick up	\$150.00
General Fund	Street Maint Materials	BRUENING ROCK PRODUCTS, INC	3/4" Class A Road Rock - Alley Project	\$3,566.66
General Fund	Street Maint Materials	ROCHESTER SAND & GRAVEL	5 tons asphalt	\$384.03
General Fund	Street Maint Materials	TEAM LABORATORY CHEM. CORP.	One pail crack filler	\$123.50
General Fund	Errors & Ommissions Ins	LEAGUE OF MINNESOTA CITIES	Unallocated bonds	\$288.00
General Fund	General Liability Ins	LEAGUE OF MINNESOTA CITIES	Unallocated liability insurance	\$2,250.00
General Fund	Automotive Ins	LEAGUE OF MINNESOTA CITIES	VC - Auto premium	\$225.00
General Fund	Cleaning Supplies	ELAN FINANCIAL SERVICES	VC stainless steel cleaner	\$23.94
General Fund	Cleaning Supplies	ZEP MANUFACTURING COMPANY	Stainless steel cleaner - Visitor Center	\$51.97
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	VC electric	\$211.46
General Fund	General Operating Supplies	DALCO	Visitor Center paper hand towels	\$90.08
General Fund	Motor Fuels/Lubricants	WEX	Terry Truck Fuel-VC	\$35.41
General Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	VC - Property premium	\$1,500.00
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	VC sewer	\$46.13
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	VC water	\$30.78
101 General Fund				<u>\$55,196.50</u>
211 Library Fund				
Library Fund	Dues	HARMONY CHAMBER OF COMMERCE	Chamber Membership 2024	\$100.00
Library Fund	Dues	HARMONY CHAMBER OF COMMERCE	Chamber Membership 2024	-\$100.00

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Library Fund	General Operating Supplies	LEUTHOLDS	30 UNIFORMS	\$7,475.00
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$44.73
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$33.74
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$50.35
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$30.99
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$27.17
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$57.92
Library Fund	Media-Books	BAKER & TAYLOR	Books	\$197.84
Library Fund	Media-Books	BAKER & TAYLOR	Books	\$75.23
Library Fund	Media-Books	BAKER & TAYLOR	Books	\$14.68
Library Fund	Media-Books	INGRAM LIBRARY SERVICES, INC	Kids Books	\$18.71
Library Fund	Media-Video	BAKER & TAYLOR	Movies on DVD	\$18.74
Library Fund	Media-Video	BAKER & TAYLOR	Movies on DVD	\$26.24
Library Fund	Media-Video	BAKER & TAYLOR	Movies on DVD	\$26.24
Library Fund	Media-Video	BAKER & TAYLOR	Movies on DVD	\$14.98
Library Fund	Media-Video	BAKER & TAYLOR	Movies on DVD	\$23.24
Library Fund	Office Accessories	QUILL CORPORATION	Address stamp	\$39.99
Library Fund	Program Supplies	BAKER & TAYLOR	Movies on DVD Prize	\$22.49
Library Fund	Program Supplies	ORIENTAL TRADING CO., INC	Halloween prizes	\$18.74
Library Fund	Program Supplies	ORIENTAL TRADING CO., INC	Halloween prizes bracelets, stickers	\$33.26
Library Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Library property premium	\$350.00
Library Fund	Repair/Maint Office Equipment	CANON FINANCIAL SERVICES, INC	Copier lease	\$44.00
Library Fund	Repair/Maint Office Equipment	LOFFLER COMPANIES, INC	Copier maintenance fee	\$25.60
Library Fund	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Basic services & Tech Support	\$331.98
Library Fund	Telephone	HARMONY TELEPHONE COMPANY	Library telephone	\$48.41
211 Library Fund				<u>\$9,050.27</u>
222 Fire Fund				
Fire Fund	Automotive Ins	LEAGUE OF MINNESOTA CITIES	Fire auto premium	\$2,218.00
Fire Fund	Chemicals and Chem Products	HARMONY AGRI SERVICES	Fly-CV mosquito & fly refill	\$15.17
Fire Fund	General Notices and Pub Info	FILLMORE COUNTY JOURNAL	Emergency Response Fire ad	\$19.25
Fire Fund	General Operating Supplies	ELAN FINANCIAL SERVICES	Fire prevention education materials	\$102.45
Fire Fund	Motor Fuels/Lubricants	WEX	Fire Truck Fuel	\$181.83
Fire Fund	Other Equipment	CLAREY S SAFETY EQUIPMENT, INC	Scott Sight thermal image masks (3)	\$4,881.00
Fire Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Fire Property premium	\$700.00
Fire Fund	Repair/Maint Other Equipment	ANCOM TECHNICAL CENTER	Repaired 800 mhz Radio Upgraded firmw	\$85.00
Fire Fund	Travel Expenses	TRI COUNTY FIREFIGHTER S ASSOC	Fall meeting and meal (8)	\$120.00
Fire Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Fire station electric	\$342.14

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Fire Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Fire station property premium	\$2,000.00
Fire Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Fire station sewer	\$34.91
Fire Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	2 shovels - Fire Dept	\$95.98
Fire Fund	Telephone	HARMONY TELEPHONE COMPANY	Fire dept telephone	\$44.55
Fire Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Fire station water	\$23.39
222 Fire Fund				<u>\$10,863.67</u>
223 Ambulance Fund				
Ambulance Fund	Automotive Ins	LEAGUE OF MINNESOTA CITIES	Ambulance auto premium	\$800.00
Ambulance Fund	Contractual Services	EMS MANAGEMENT & CONSULTANT	28 trips coded	\$784.00
Ambulance Fund	Dues	AMERICAN AMBULANCE ASSOC.	2024 American Amb Assoc dues	\$262.50
Ambulance Fund	Equipment Parts	ZOLL MEDICAL CORP.	NIBP tubing assembly - on ELAN (error)	-\$133.79
Ambulance Fund	Equipment Parts	ZOLL MEDICAL CORP.	NIBP tubing assembly - on ELAN (error)	\$133.79
Ambulance Fund	General Notices and Pub Info	FILLMORE COUNTY JOURNAL	Emergency Response Ambulance ad	\$19.25
Ambulance Fund	General Operating Supplies	KINGSLEY MERCANTILE	Batteries - Ambulance	\$36.47
Ambulance Fund	Medical and Dental Fees	MAYO CLINIC AMBULANCE	Intercept charges 23-90031	\$342.44
Ambulance Fund	Medical Supplies	ELAN FINANCIAL SERVICES	Dual lumen NIBP tubing assembly	\$133.79
Ambulance Fund	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	Razors, nebulizer masks	\$43.86
Ambulance Fund	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	Gauze, dressing, gloves, etc.	\$251.07
Ambulance Fund	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	Medical oxygen	\$69.69
Ambulance Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	Fuel, ambulance	\$479.98
Ambulance Fund	Motor Fuels/Lubricants	WEX	Ambulance Fuel	\$605.72
Ambulance Fund	Repair/Maint Other Equipment	ANCOM TECHNICAL CENTER	Add amb to existing fire pager	\$20.00
Ambulance Fund	Telephone	AT&T MOBILITY	Ambulance cell phone and hotspot	\$82.86
223 Ambulance Fund				<u>\$3,931.63</u>
251 Park Fund				
Park Fund	Chemicals and Chem Products	HOVEY OIL COMPANY, INC	110 gallons anti freeze	\$724.90
Park Fund	Chemicals and Chem Products	NUTRIEN AG SOLUTIONS	EC QUICK-2-GRO 20#	\$68.20
Park Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Parks sewer	\$33.51
Park Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Parks electric	\$401.64
Park Fund	Landscaping Materials	THE TREEHOUSE	Blvd Tree program 2023	\$8,264.56
Park Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	Fuel, Park mowers	\$46.07
Park Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Parks property premium	\$7,000.00
Park Fund	Repair/Maint Machinery/Equip	RUN RIGHT POWER LLC	Straightened baffle	\$254.90
Park Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Splash pad water	\$1,481.01
Park Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Parks water	\$54.32
Park Fund	General Operating Supplies	TLC EXCAVATING	May 23; regrade & reseed after sidewalk	\$875.00

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Fund Descr	Object of Expense	Vendor	Comments	Amount
251 Park Fund				\$19,204.11
261 Arts Fund				
Arts Fund	Sign Materials	LETTERWERKS SIGN CITY & AWARDS	Arts Board signs	\$280.00
261 Arts Fund				\$280.00
401 Capital Projects Fund				
Capital Projects Fund	Buildings and Structures	TLC EXCAVATING	Splash pad regrading and reseeding after	\$875.00
401 Capital Projects Fund				\$875.00
601 Water Fund				
Water Fund	Debt Service Interest	WESTRUM LEAK DETECTION, INC	2023 Leak detection survey	\$1,200.00
Water Fund	General Liability Ins	LEAGUE OF MINNESOTA CITIES	Water municipal liability premium	\$2,240.00
Water Fund	Postage	ELAN FINANCIAL SERVICES	Water sample postage	\$6.25
Water Fund	Postage	ELAN FINANCIAL SERVICES	Returned C300 meter reader	\$10.95
Water Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Water Equip. breakdown coverage	\$782.00
Water Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Water property premium	\$3,100.00
Water Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Hydroflusillicic acid, chlorine freight	\$614.25
Water Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Chlorine cylinders	\$30.00
Water Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Pumphouse 1, 2 & 3 electric	\$1,482.88
Water Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Total Coliform 09/2023	\$46.20
Water Fund	Utility Maint Materials	METERING & TECHNOLOGY SOLUTIO	Meter couplings and shipping	\$277.31
Water Fund	Utility Maint Materials	METERING & TECHNOLOGY SOLUTIO	C300 shipping	\$10.00
601 Water Fund				\$9,799.84
602 Sewer Fund				
Sewer Fund	General Liability Ins	LEAGUE OF MINNESOTA CITIES	Sewer municipal liability premium	\$2,240.00
Sewer Fund	General Operating Supplies	ELAN FINANCIAL SERVICES	Calculators	\$11.86
Sewer Fund	General Operating Supplies	ELAN FINANCIAL SERVICES	Weater station	\$54.24
Sewer Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Sewer Equip. breakdown coverage	\$782.00
Sewer Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Sewer property premium	\$4,000.00
Sewer Fund	Travel Expenses	ELAN FINANCIAL SERVICES	WWTP testing travel expense, Terry	\$245.52
Sewer Fund	Travel Expenses	ELAN FINANCIAL SERVICES	WWTP testing travel expense, Brian	\$245.52
Sewer Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Bionutralizer Tabs/freight/fuel charge	\$3,541.90
Sewer Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Chlorine cylinder	\$10.00
Sewer Fund	Contractual Services	ENVIRONMENTAL WATER SERVICES	WWTP service contract Sept	\$1,500.00
Sewer Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	WWTP, Liftstations 1 & 2 electric	\$1,555.37
Sewer Fund	Laboratory & Testing Fees	MICHEL, BRIAN	Meals at Waste Water training	\$70.00
Sewer Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	WWTP samples 8/11, 23, 30, 9/6, 13, 20	\$1,935.19

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Sewer Fund	Repair/Maint Machinery/Equip	CALIBRATIONS AND CONTROLS	Semi annual verification of flow meter	\$690.00
Sewer Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	WWTP sewer	\$1,992.99
Sewer Fund	Telephone	HARMONY TELEPHONE COMPANY	Sewer dialers/Lifts	\$95.25
Sewer Fund	Travel Expenses	BIGALK, TERRY	Meals at Waste Water training	\$70.00
Sewer Fund	Water Utilities	HARMONY PUBLIC UTILITIES	WWTP water	\$1,313.89
602 Sewer Fund				<u>\$20,353.73</u>
603 Solid Waste Fund				
Solid Waste Fund	Refuse/Garbage Disposal	RICHARDS SANITATION, LLC		\$7,944.21
603 Solid Waste Fund				<u>\$7,944.21</u>
604 Electric Fund				
Electric Fund	Utility Deposits	THOMAS, JOSHUA	UB Deposit	\$150.00
Electric Fund	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$63,765.38
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Streetlights electric	\$1,159.53
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Town clock electric	\$14.11
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Car Charger electric	\$47.97
Electric Fund	Motor Fuels/Lubricants	WEX	Brian Truck Fuel	\$103.23
Electric Fund	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	20 locate tickets	\$27.00
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	Temp serv for Morem to add new serv.	\$195.00
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	Outage 30 2nd Ave, replace fuse	\$275.00
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	Tightened loose wire near football field	\$195.00
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	Disconnect for Haakeson Elec repair	\$195.00
Electric Fund	Repair/Maint Other Improve	MOREM ELECTRIC, INC	Repair fuse 225 Center St E.	\$80.00
Electric Fund	Repair/Maint Vehicles	IRONSIDE TRAILER SALES & SERVI	Patched tire	\$30.00
Electric Fund	Automotive Ins	LEAGUE OF MINNESOTA CITIES	Electric auto premium	\$450.00
Electric Fund	Deposit Interst Paid	THOMAS, JOSHUA	UB deposit interest	\$6.45
Electric Fund	General Liability Ins	LEAGUE OF MINNESOTA CITIES	Elec. Municipal liability premium	\$2,240.00
Electric Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Electric Equip. Breakdown coverage	\$782.00
Electric Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Electric property premium	\$3,500.00
604 Electric Fund				<u>\$73,215.67</u>
605 Storm Water Fund				
Storm Water Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Storm sewer mobile property	\$151.00
Storm Water Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Storm sewer equip. break. Coverage	\$782.00
Storm Water Fund	Property Ins	LEAGUE OF MINNESOTA CITIES	Storm sewer property premium	\$900.00
605 Storm Water Fund				<u>\$1,833.00</u>
620 Economic Development Authority				

CITY OF HARMONY
City Council Claims for Review

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October 10, 2023

Fund Descr	Object of Expense	Vendor	Comments	Amount
Economic Development	Planning & Development Fees	COMMUNITY & ECONOMIC DEV ASSO	Q4 Economic Dev. Resources & Support	\$8,689.25
Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA telephone	\$45.16
620 Economic Development Authority				\$8,734.41
				\$221,282.04

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***Check Summary Register©**

September 2023

Name	Check Date	Check Amt	
10101 1st Southeast Bank-G			
734e INTERNAL REVENUE SERVICE	9/1/2023	\$9,593.20	August Federal Tax Withholding
735e MN CHILD SUPPORT PAYMENT	9/1/2023	\$565.00	August Child Support Paid
736e PUBLIC EMPLOYEES RETIREME	9/1/2023	\$5,348.01	August 928900 Ambulance PERA
737e BPAS	9/1/2023	\$132.50	August BPAS VEBA
738e Nationwide Retirement Solution	9/1/2023	\$500.00	August Payroll Contribution
739e MN DEPT OF REVENUE	9/1/2023	\$1,469.72	August State Tax Withholding
740e WEX BANK	9/13/2023	\$845.64	Ambulance Fuel
741e SOUTHEAST SERVICE CO-OP	9/6/2023	\$3,010.37	September Health Insurance
744e PSN	9/7/2023	\$571.60	PSN September Invoice
745e BPAS	9/7/2023	\$132.50	July BPAS VEBA
746e Nationwide Retirement Solution	9/7/2023	\$500.00	July Payroll Contribution
747e PUBLIC EMPLOYEES RETIREME	8/1/2023	\$5,200.93	July 511800 PERA
748e MN DEPT OF REVENUE	7/31/2023	\$1,373.13	July State Tax Withholding
749e INTERNAL REVENUE SERVICE	8/1/2023	\$8,928.99	July Social Security Paid
750e WEX HEALTH, INC.	9/12/2023	\$13.75	September WEX Admin Fee
758e INTERNAL REVENUE SERVICE	9/22/2023	\$4,107.15	2nd Quarter Withholding Underpayment
759e MN DEPT OF REVENUE	9/13/2023	\$8,718.00	MN Solid Waste Tax Due
762e FIRST SOUTHEAST BANK	9/29/2023	\$33.75	September Payroll ACH Fee
763e FIRST SOUTHEAST BANK	10/3/2023	\$150.00	September HSA Contribution
764e MN CHILD SUPPORT PAYMENT	9/5/2023	\$565.00	September Child Support Paid
765e WEX HEALTH, INC.	9/6/2023	\$397.50	September WEX HSA
68000 THE TREEHOUSE	10/11/2022	(\$687.00)	Trees for park
68747 AMERICAN LEGAL PUBLISHING	9/13/2023	\$400.00	2023 MN Basic Code of Ordinances
68748 AT&T MOBILITY	9/13/2023	\$56.48	Ambulance cell phone and hotspot
68749 BAKER & TAYLOR	9/13/2023	\$652.87	Fast X Book/DVD combo
68750 BECKLEY'S, INC	9/13/2023	\$214.00	Shredded old documents
68751 BRUENING ROCK PRODUCTS, INC	9/13/2023	\$1,045.84	3/4" Class A Road Rock
68752 CANON FINANCIAL SERVICES, INC	9/13/2023	\$44.00	Copier lease
68753 CENTRAL PENSION FUND	9/13/2023	\$307.14	Union pension
68754 CHUCK LARSON DUST CONTROL	9/13/2023	\$5,220.00	Dust Control-4th ST NW
68755 COMPASS MINERALS AMERICA	9/13/2023	\$2,629.77	Road salt
68756 CULLIGAN	9/13/2023	\$125.10	Drinking water and dispenser rent
68757 DALCO	9/13/2023	\$476.00	VC Hand towels
68758 CARDMEMBER SERVICES	9/13/2023	\$1,202.33	Office chair rollers, Amazon
68759 EMERGENCY MEDICAL PRODUCTS	9/13/2023	\$56.76	Lancet, oxygen mask, probe covers
68760 EMS Management & Consultant, INC	9/13/2023	\$3,404.00	68 trips coded
68761 ENVIRONMENTAL WATER SERVICES	9/13/2023	\$1,500.00	WWTP Operations/mgmt August
68762 FARM CHARM	9/13/2023	\$225.00	Social Media mgmt - Becky Jones
68763 FILLMORE COUNTY ATTORNEY	9/13/2023	\$758.00	Criminal legal fees 12/21/22-8/3/2023
68764 FIRST SOUTHEAST BANK	9/13/2023	\$25.00	Harm. Bucks, Energy Star D. Peterson
68765 GOPHER STATE ONE CALL, INC	9/13/2023	\$33.75	25 locate tickets
68766 HANSON TIRE SERVICE, INC	9/13/2023	\$0.00	2 steer tires/labor/balance/disposal
68767 HARMONY FOODS	9/13/2023	\$48.01	Paid for SRP D & D Snacks twice
68768 HARMONY GARDENS & FLORAL,	9/13/2023	\$264.04	Splash Pad/Grinder Pump Landscaping
68769 HARMONY PUBLIC UTILITIES	9/13/2023	\$13,172.34	Visitor Center Electric
68770 HARMONY TELEPHONE COMPANY	9/13/2023	\$676.28	Library Telephone
68771 HAWKINS, Inc.	9/13/2023	\$3,579.40	Chlorine Cylinder
68772 HOVEY OIL COMPANY, INC	9/13/2023	\$1,085.14	Diesel for Generator
68773 I.U.O.E. LOCAL 49 FRINGE BENEFIT	9/13/2023	\$4,260.00	Union health insurance ER
68774 INGRAM LIBRARY SERVICES, INC	9/13/2023	\$712.71	Just 1 Fling
68775 IRONSIDE TRAILER SALES	9/13/2023	\$206.33	Replace 2 tire tubes on Skidsteer
68776 ITRON, INC	9/13/2023	\$1,794.78	Software support for Itron program
68777 IUOE LOCAL #49	9/13/2023	\$105.00	Union dues Sept 2023
68778 KELLY PRINTING & SIGNS	9/13/2023	\$226.25	Lettering for Brian's truck

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***Check Summary Register©**

September 2023

	Name	Check Date	Check Amt	
68779	KINGSLEY MERCANTILE	9/13/2023	\$278.47	Batteries
68780	KWIK TRIP, INC	9/13/2023	\$809.10	Ambulance Fuel
68781	LEAGUE OF MINNESOTA CITIES	9/13/2023	\$1,432.00	MN Mayor Association membership
68782	LOFFLER Companies, Inc	9/13/2023	\$24.91	Copier maintenance fee
68783	MAYO CLINIC AMBULANCE	9/13/2023	\$413.00	Intercept fee 23-81376
68784	METERING & TECHNOLOGY SOL	9/13/2023	\$1,910.87	Net metering radio boards (2) - Morem solar
68785	METRO Sales	9/13/2023	\$101.45	Printer/Copier contract base & usage
68786	MIENERGY COOPERATIVE	9/13/2023	\$88,881.50	Hook-up New Service 7/10 & 7/11/2023
68787	THE MICHAELS COMPANIES - AR	9/13/2023	\$85.09	Supplies for Story Hour
68788	MINN MUNICIPAL UTILITIES ASS	9/13/2023	\$3,554.75	Safety Mgmt Program July, August, September
68789	MINN RURAL WATER ASSOC	9/13/2023	\$400.00	Associate Membership Sept. 2023-Aug. 2024
68790	MISSISSIPPI WELDERS SUPPLY	9/13/2023	\$236.52	Medical Oxygen
68791	MN DEPT OF COMMERCE	9/13/2023	\$57.79	2nd Qtr Permitting Assessment
68792	MN DEPT OF HEALTH	9/13/2023	\$1,462.00	Quarterly Water Connection Fee
68793	MN FIRE SERVICE CERTIFICATI	9/13/2023	\$126.00	Firefighter 1 cert exam-B. Roeder
68794	MOREM ELECTRIC, INC	9/13/2023	\$1,982.05	Street Light Repair (8 locations)
68795	NCPERS Group Life Ins.	9/13/2023	\$16.00	511800
68796	Nethercut Schieber Attorneys,	9/13/2023	\$600.00	August legal fees
68797	OPSETH, DAVID	9/13/2023	\$11,500.00	New home rebate 855 3rd Ave SE
68798	PEARSON BROS., INC	9/13/2023	\$39,859.00	2023 Seal Coat Project
68799	PLUNKETTS PEST CONTROL, IN	9/13/2023	\$85.20	Rodent Control Program
68800	Quadient, Inc	9/13/2023	\$65.68	Postage Machine
68801	QUILL CORPORATION	9/13/2023	\$58.00	Ink for activities printer
68802	RICHARDS SANITATION, LLC	9/13/2023	\$7,944.21	Trash & Recycling Service
68803	RUN RIGHT POWER LLC	9/13/2023	\$69.81	Fuel Premix-1 Quart(2)
68804	SANDERS, ROGER & MARY	9/13/2023	\$20,000.00	New home rebate, 625 6th ST SE
68805	SOLBERG WELDING	9/13/2023	\$58.43	Material and Labor for Grill Stand
68806	SOUTHEASTERN LIBRARIES CO	9/13/2023	\$572.67	Basic services & Tech Support
68807	St Louis MRO, Inc	9/13/2023	\$50.00	Drug Screen Testing
68808	Stantec Consulting Services, I	9/13/2023	\$813.88	Gen Engineering, seal coat mgmt, cap imp mee
68809	TEAM LABORATORY CHEM. COR	9/13/2023	\$4,832.00	Lift station degreaser, Copper sulfate
68810	TLC EXCAVATING	9/13/2023	\$8,250.00	Tear out old asphalt and replace with gravel
68811	ULINE	9/13/2023	\$69.43	Keyboard Cleaning Air in a Can-(2) plus freight
68812	USABLE LIFE	9/13/2023	\$62.50	101421301G
68813	UTILITY CONSULTANTS, INC	9/13/2023	\$1,799.31	WWTP samples 7/25, 26; 8/2, 9, 11, 16
68814	WIDSETH SMITH NOLTING & ASS	9/13/2023	\$2,972.00	Comprehensive Plan
68815	REGION 15-MSFDA	9/13/2023	\$95.00	MSFDA dues
68816	FIRST SOUTHEAST BANK	9/14/2023	\$16,352.00	Gen ob tax abatement bond, Series 2013A Bon
68817	THE TREEHOUSE	9/14/2023	\$687.00	Trees for park 10/22. Reissued check.
68819	HANSON TIRE SERVICE, INC.	9/14/2023	\$1,383.51	Replace truck tires
500426e	Monthly ACH	9/29/2023	\$26,661.87	
Total Checks			\$342,589.06	

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***Cash Balances**

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Cash Account: 10101

October 2023

Fund	2023 Begin Balance	Receipts	Disbursements	Transfers	Journal Entries	Payroll JEs	Balance	
10100								
410 - Trailhead Project	(\$0.23)						(\$0.23)	In Balance
10101 - 1st Southeast Bank-G								
101 - General Fund	(\$1,325,754.19)	\$1,368,936.61	(\$1,713,043.38)	\$0.00	(\$44,562.28)	\$74,899.07	(\$1,639,524.17)	In Balance
201 - DTED Revolving Loan Program	\$108,967.62	\$37,774.65			\$1,868.22		\$148,610.49	In Balance
202 - CDBG Rehab Loan Program	\$41,510.99	\$1,450.00	(\$27,100.00)		\$288.40		\$16,149.39	In Balance
211 - Library Fund	\$30,042.59	\$79,842.89	(\$42,505.84)		\$167.80	(\$70,205.59)	(\$2,658.15)	In Balance
222 - Fire Fund	\$121,337.39	\$80,244.38	(\$51,279.18)		\$1,857.42	(\$509.11)	\$151,650.90	In Balance
223 - Ambulance Fund	\$161,816.39	\$107,642.26	(\$41,717.17)		\$2,408.50	(\$69,119.75)	\$161,030.23	In Balance
251 - Park Fund	\$60,228.82	\$49,077.22	(\$64,968.45)		\$680.00	(\$25,273.33)	\$19,744.26	In Balance
261 - Arts Fund	\$14,157.28	\$3,359.46	(\$4,131.59)		\$190.35		\$13,575.50	In Balance
312 - GO Bonds, Series 2002B	\$0.00						\$0.00	In Balance
314 - G.O. Impr Bonds, 2010A-3rdStSW	\$0.27						\$0.27	In Balance
315 - G.O. Tax Abate Refund 2013A-CC	\$37,018.37	\$10,059.79	(\$16,704.00)		\$594.50		\$30,968.66	In Balance
316 - GO Tax Abatement Bonds 13B-HG	(\$0.15)	(\$13.22)					(\$13.37)	In Balance
317 - GO Impr Bond-2014A-1st Ave SW	\$37,559.17				\$478.84		\$38,038.01	In Balance
318 - G.O. Bond 2021 (refi)	\$211,010.07	\$60,878.47	(\$110,676.50)		\$923.79		\$162,135.83	In Balance
319 - 2020 Street GO BOND	\$406,169.51	\$67,182.30	(\$233,479.00)		\$2,784.56		\$242,657.37	In Balance
320 - Dairyland/Wickett Const.	\$0.00						\$0.00	In Balance
321 - 21-A MiEnergy loan	(\$0.25)		(\$10,631.25)				(\$10,631.50)	In Balance
401 - Capital Projects Fund	\$646,004.62	\$48,675.00	(\$135,886.25)		\$9,639.15		\$568,432.52	In Balance
405 - TIF District #1	\$0.07						\$0.07	In Balance
410 - Trailhead Project	\$138.85				\$2.07		\$140.92	In Balance
418 - TIF District #5 (Antique Mall)	\$0.00						\$0.00	In Balance
419 - Third St SW Project	\$0.00						\$0.00	In Balance
420 - TIF District #6 (HECO)	\$0.11		(\$50.00)				(\$49.89)	In Balance
421 - First Ave SW Project	(\$0.10)						(\$0.10)	In Balance
422 - Well No 3 Project	\$0.00						\$0.00	In Balance
423 - 2017 Street & Utility Project	\$0.46						\$0.46	In Balance
424 - 2020 Street Project	(\$0.40)						(\$0.40)	In Balance
425 - Dairyland TIF 1-7	\$0.11	\$45,853.18	(\$3,630.50)		\$273.13		\$42,495.92	In Balance
426 - TIF 1-8 Oconnor	(\$0.36)						(\$0.36)	In Balance
601 - Water Fund	\$397,672.41	\$222,727.64	(\$100,655.82)		\$6,585.63	(\$49,281.99)	\$477,047.87	In Balance
602 - Sewer Fund	(\$64,607.89)	\$280,412.11	(\$241,843.48)		\$0.00	(\$52,992.01)	(\$79,031.27)	In Balance
603 - Solid Waste Fund	\$41,023.65	\$94,841.79	(\$91,601.26)		\$705.72	(\$10,417.44)	\$34,552.46	In Balance

CITY OF HARMONY

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*Cash Balances

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Cash Account: 10101

October 2023

Fund	2023 Begin Balance	Receipts	Disbursements	Transfers	Journal Entries	Payroll JEs	Balance	
604 - Electric Fund	\$827,930.96	\$892,312.41	(\$822,417.63)		\$12,401.51	(\$24,081.00)	\$886,146.25	In Balance
605 - Storm Water Fund	\$80,938.31	\$26,468.80	(\$22,094.98)		\$1,210.20	(\$6,087.03)	\$80,435.30	In Balance
620 - Economic Development Authority	\$53,982.56	\$140,588.48	(\$145,538.75)		\$1,502.49	(\$504.19)	\$50,030.59	In Balance
621 - Heritage Grove	\$0.00						\$0.00	In Balance
851 - Sanderson Memorial Trust Fund	\$0.00						\$0.00	In Balance
902 - Long Term Debt Account Group	\$0.37						\$0.37	In Balance
	<u>\$1,887,147.38</u>	<u>\$3,618,314.22</u>	<u>(\$3,879,955.03)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>(\$233,572.37)</u>	<u>\$1,391,934.20</u>	

September 15, 2023

Dear Valued Member,

Thank you for your support and on-going participation in MMUA's Safety Management Program.

As mentioned in the letter we sent out earlier this month, we will be adjusting our fiscal year beginning in 2025; therefore, all agreements will be dated and in force from October 1, 2023, through December 31, 2024. Going forward, contracts will automatically renew annually on January 1 unless amended. We hope this will be a more convenient process in the future.

Included with this letter is the contract. Please sign and return it to Larry Pederson at MMUA with a copy of your certificate of insurance that meets the requirements as indicated in Part IV of the contract. Upon receipt of these items, we will send you the fully executed contract.

Also enclosed please find our Overview of Safety Management Tiers. If you are interested in adding days of service to your contract, please let us know at your earliest convenience.

If you have questions, please contact me at 612-802-8474.

Sincerely,



Mike Willetts
Director of Training and Safety
Cell: 612-802-8474
mwilletts@mmua.org



SERVICES AGREEMENT

Date: September 15, 2023

Contract No. 143-2024

Safety Management Services

This Services Agreement (the "Agreement") is made as of October 1, 2023, between the Minnesota Municipal Utilities Association (MMUA) and the City of Harmony, each a "Party" and collectively, the "Parties."

PART I – Scope of Services

PART II – Duration / Amendment / Renewal

PART III – Obligations

PART IV – Standard Terms and Conditions

The terms of this Agreement are hereby accepted by the Parties.

City of Harmony

By

Samantha Grabau

Title

City Clerk

Date

9-25-2023

PO #

Minnesota Municipal Utilities
Association

By

Title

Chief Executive Officer

Date

PART I – SCOPE OF SERVICES

MMUA will provide/deliver for the term of this Agreement:

1. The services of a person engaged by MMUA, in the capacity of Regional Safety Coordinator.
2. The assigned Regional Safety Coordinator will:
 - a. Plan, organize and/or conduct regular monthly safety meetings at City of Harmony.
 - b. Develop and maintain a standard safety management record keeping and reporting system at City of Harmony.
 - c. The record system will include (check those covered by this Agreement):
 - ☒ Required OSHA records
 - ☒ Required DOT records
 - ☒ Required ADA records
 - ☐ Provide written program
 - ☒ Provide annual site inspection
 - ☒ Provide interpretation and clarification of OSHA rules.
 - d. Visit City of Harmony unless circumstances lend a different location approved by City of Harmony management (collectively, the "Services").
 - Tier service level: 2
 - Number of days per year: 12
3. The Services will be provided in the following departments:

a. <u>Public Works</u>	# of employees	<u>3</u>
b. <u>Administration</u>	# of employees	<u>3</u>
c. _____	# of employees	_____
d. _____	# of employees	_____
e. _____	# of employees	_____

PART II – TERM/ RENEWAL/ AMENDMENT

1. TERM/RENEWAL: This Agreement shall remain in force from October 1, 2023 until December 31, 2024. Thereafter, it shall continue automatically for successive twelve-month calendar year periods unless terminated by either Party providing written notice at least sixty (60) days in advance of the end of the then-current term.
2. AMENDMENT: This Agreement may be amended or modified upon the mutual agreement of both Parties but only if in writing, signed by the Parties, dated, and appended to this Agreement.

PART III – OBLIGATIONS

1. COMPENSATION: For the Services, City of Harmony shall pay MMUA an annual fee of \$14,929.95 in the first year. Such compensation shall be due and payable according to the selected payment terms below.

Payment terms for the fee agreed to above shall be based on one of the following options (select one):

- ☐ Full 15-month payment (October 1, 2023 to December 31, 2024) (\$18,662.00), contract amount will be billed on an annual basis thereafter, consistent with the amount communicated by MMUA each September as described below.
- ☐ Annual payment (\$14,929.95)
- ☒ Quarterly payments (\$3,732.40 each)

For any term less than twelve (12) full calendar months, the fee shall be a portion of the annual fee, pro-rated based on the number of calendar months or partial calendar months in which the Services are provided as a percentage of twelve (12).

For years after the first year, the annual fee will be adjusted to reflect the cost of the Services for the coming twelve-month period. This fee will be set by the MMUA Board of Directors and provided to City of Harmony in a written notice within 30 days of the Board's action.

2. OTHER CITY OBLIGATIONS:

- Provide workspace for Regional Safety Coordinator when on-site.
- Provide clerical support for Regional Safety Coordinator.
- Schedule participation of employees in regular safety meetings.
- Provide the required training for employees as recommended by the Regional Safety Coordinator.
- Provide to MMUA in a timely manner any information MMUA indicates is needed to perform the services hereunder. MMUA may rely on the accuracy of information provided by City of Harmony and its representatives.
- Provide annual written evaluation of services of MMUA and its Regional Safety Coordinator.

3. MMUA OBLIGATIONS:

- Employ, assign, and supervise Regional Safety Coordinator.
- Plan, organize, and/or conduct regular monthly safety meetings on-site.
- Develop and maintain a standard safety management record keeping and reporting system on-site, including required OSHA records, required DOT records, required ADA records, and maintenance of safety manuals.
- Monitor safety training/certificate/licensure requirements, and recommend needed training.
- Prepare or oversee the preparation of required state and federal reports related to OSHA, DOT, and ADA compliance.
- Document safety meetings and training provided.
- Provide a standard interpretation of laws, rules, and regulations pertaining to safety management.

PART IV – STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** In performing the Services, MMUA is an independent contractor and shall not be considered an employee, agent, partner, joint venturer, or representative of City of Harmony for any purpose.
2. **STANDARD OF CARE:** City of Harmony acknowledges that MMUA undertakes to provide the Services to City of Harmony as a member of MMUA and, similarly to other members of MMUA, consistent with its nonprofit purpose and that in so doing, MMUA affords to City of Harmony a convenience, cost savings, and efficiency otherwise not available to City of Harmony from other service providers. City of Harmony acknowledges that MMUA will exercise its best efforts to perform the Services in accordance with current rules and practices but also acknowledges that the ultimate responsibility for an interpretation of law lies with City of Harmony and its attorney and that the application of such law and of the appropriate methods and practices also lies with City of Harmony in the exercise of its best judgment with reasonable and due regard for the safety of its employees and other third persons. MMUA assumes no responsibility under this Agreement other than to render the Services in good faith. It shall not be responsible for any action of City of Harmony, its agents, or employees.
3. **SCOPE AND SCHEDULE CHANGES:** The fees agreed to in Part III constitute MMUA's estimate of the effort and charges required to perform the Services. Any services not expressly set forth in this Agreement are excluded from the obligations of MMUA. If MMUA is delayed in performing the Services by any act of war, force majeure, or other circumstance beyond its control, then the schedule of performance shall be extended for the number of days as the occurrence delays performance, and the compensation limits under the Agreement shall be equitably adjusted, if necessary, to compensate MMUA for any additional costs due to the delay.
4. **BENEFICIARY.** The Services are solely for the benefit of City of Harmony. Nothing contained in this Agreement shall create any duties, liabilities, or obligations on the part of MMUA toward any person other than City of Harmony.
5. **FINANCING CHARGES FOR LATE PAYMENTS:** If City of Harmony fails to pay undisputed invoiced amounts within thirty (30) days after delivery of invoice, additional charges shall become due and payable at a rate of 1½ percent per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid amounts. All payments shall first be credited against any accrued interest. If City of Harmony fails to pay invoiced amounts within sixty (60) days after delivery of invoice, MMUA in its sole discretion may suspend the Services without incurring any liability or waiving any right established hereunder or by law.
6. **WORK PRODUCT:** City of Harmony shall preserve and protect MMUA's proprietary and copyright interests, rights, and privileges with respect to works of general application provided by MMUA to City of Harmony. The Parties may use and duplicate materials developed by MMUA specifically for City of Harmony pursuant to this Agreement without obligation of royalty or first seeking consent.
7. **INSURANCE:** Each Party shall procure and maintain at its own expense the following minimum insurance coverages to be in force for the duration of this Agreement:

- a. General Liability. Commercial General Liability Insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. Each Party shall endorse as additional insureds the other Party, its respective elected and appointed officials, employees, and agents, on its policy.
 - b. Automobile Liability. Business automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum combined single liability limit of \$1,000,000 per occurrence.
 - c. Professional (Errors and Omissions) Liability. Professional Liability Insurance for all claims a Party may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to this Agreement. Each Party shall carry the following minimum limits: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. If such insurance is discontinued, extended reporting period/tail coverage must be obtained by the Party to fulfill this requirement.
 - d. Workers' Compensation. Each Party shall maintain Workers' Compensation insurance for all its respective employees in accordance with the statutory requirements of the State of Minnesota and/or the state(s) in which City of Harmony is legally obligated to carry such insurance. Each Party shall also carry Employers' Liability Coverage with minimum limits as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident
 - e. Additional Insurance Conditions.
 - i. Each Party shall deliver to the other Party a Certificate of Insurance as evidence that the above coverages are in full force and effect no later than the first day on which service is to commence or December 31, 2023, whichever comes later.
 - ii. The insurance requirements may be met through any combination of primary and umbrella/excess insurance. In that case, the other Party must be named as an additional insured on any umbrella/excess policy held by the other in fulfillment of this requirement.
 - iii. The policies held by each Party shall be primary insurance and non-contributory to any other valid and collectible insurance available with respect to any claim arising out of the Services.
8. MUTUAL INDEMNIFICATION: To the fullest extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party, its respective employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees and costs, arising out of the other Party's negligence, performance, or failure to perform its obligations under this Agreement. The indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by a Party, or anyone for whose acts the Party may be liable. The obligations in this section shall survive the completion or termination of this Agreement.

9. DISPUTE RESOLUTION: In the event that a dispute arises between the Parties as to the interpretation or performance of this Agreement, then upon written request of either Party, representatives with settlement authority for each Party shall meet and confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they shall make every effort to settle the dispute through mediation or other alternative dispute resolution methods. If the Parties are unable to resolve the dispute through these methods, either Party may commence an action in Hennepin County District Court.
10. ENTIRE AGREEMENT; HEADINGS: This Agreement constitutes the entire understanding and agreement of the Parties, and any and all prior agreements, oral discussions, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect. Headings are for convenience and are not a part of this Agreement.
11. CHOICE OF LAW: The laws of the state of Minnesota shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.
12. ASSIGNMENT: This Agreement will inure to the benefit of the Parties hereto and shall be binding on them and their respective legal representatives, successors, and assigns. Provided, however, neither Party hereto may assign any of its rights herein to any person without the prior written consent of the other Party.
13. DRAFTING: The Parties agree that they participated equally in, and are jointly responsible for, the drafting of this Agreement. In the event of any dispute, any ambiguity in this Agreement shall not be construed against either Party.
14. COUNTERPARTS: This Agreement may be executed in counterpart copies by the Parties and each counterpart, when taken together with the other, shall be deemed one and the same executed Agreement.

Overview of Safety Management Tiers

Options	Tier 1 - Compliance/Mentorship	Tier 2 - Competency	Tier 3 - Comprehensive
Time	6 Service Days Per Year (Every Other Month)	1 - 3 Service Days Per Month	> 3 Service Days Per Month
Included (as time allows)*	<ol style="list-style-type: none"> Written Safety Manual Development and Maintenance <ul style="list-style-type: none"> - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment Group Employee Training (in person or virtual) Annual Safety Training Calendar Standardized Safety Program Filing and File Management 	<ol style="list-style-type: none"> Written Safety Manual Development and Maintenance <ul style="list-style-type: none"> - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment Group Employee Training (in person or virtual) CPR/AED/First Aid Training Annual Safety Training Calendar Standardized Safety Program Filing and File Management Facility Safety Audit - Mock OSHA Inspection with Report Worksite Safety Audit - Mock OSHA Inspection with Report Worksite Training Safety Grant Development and Support Accident Investigation OSHA Inspection Support Services Limited Classic Training <ul style="list-style-type: none"> - Choose up to 5 options from MMUA's list of Classic Training Options 	<ol style="list-style-type: none"> Written Safety Manual Development and Maintenance <ul style="list-style-type: none"> - AWAIR - Bloodborne Pathogens - Confined Spaces Entry and Rescue - Employee Right to Know - Emergency Action Plan and Preparedness - Excavation and Trenching - Lockout/Tagout - Fall Protection - Personal Protective Equipment Group Employee Training (in person or virtual) CPR/AED/First Aid Training Annual Safety Training Calendar Standardized Safety Program Filing and File Management Facility Safety Audit - Mock OSHA Inspection with Report Worksite Safety Audit - Mock OSHA Inspection with Report Worksite Training Safety Grant Development and Support Accident Investigation OSHA Inspection Support Services Unlimited Classic Training <ul style="list-style-type: none"> - Choose an unlimited number of options from MMUA's list of Classic Training Options Unlimited Technical Training <ul style="list-style-type: none"> - Choose an unlimited number of options from MMUA's list of Technical Training Options

*Included offerings are subject to number of days contracted. MMUA's role as a safety partner does not guarantee compliance or competency.

CITY OF HARMONY CITY COUNCIL

AGENDA ITEM COVER SHEET

Originating Staff: Samantha Grabau	Meeting Date: October 10, 2023	Agenda Item No. 5a
Agenda Section: New Business	Item: Notice of Hearing	
<p>BACKGROUND:</p> <p>After a complaint was received regarding flaking paint from 40-42 2nd AVE SW, council members were consulted regarding this complaint and noncompliance with local ordinance. Letter was mailed informing property owner of the ordinance and noncompliance. Property owner had been asked to mitigate the issue within 30 days, but only came to the office 15 days prior to requested the mitigation date to discuss this property. The City Clerk was later informed of the paint testing positive for lead by the property owner.</p> <p>To date, abatement has not been completed nor started. Property owner did communicate to the City Clerk on September 25 that he did award the bid to a contractor and that work would not likely start until the end of October or early November.</p>		
<p>ATTACHMENTS:</p> <p>Notice of Hearing, pictures</p>		
<p>COUNCIL ACTION REQUESTED:</p> <p>Council recommends to property owner to correct the issue prior to the next council meeting on November 14, 2023.</p>		

STATE OF MINNESOTA
COUNTY OF FILLMORE

CITY OF HARMONY

In The Matter of
Nuisance Property
located in the
City of Harmony, Minnesota.

NOTICE OF HEARING

TO: Mr. Charles Oian, 1929 Gilmore Avenue Winona, MN 55987
FROM: The City Council of the City of Harmony, Minnesota.

PLEASE BE ADVISED that on the 10th day of October, 2023, at 7:00 p.m. in the Council Chambers, City of Harmony City Hall, Harmony, Minnesota the City Council of the City of Harmony will hold a hearing to determine whether an order pursuant to the Harmony City Ordinance 92.19 and Minnesota Statute § 463.16 should issue to order requiring Charles Oian, as owner, to correct or remove the nuisance conditions of the property located at 40-42 2ND AVE SW **within thirty (30) days of the date of service of the order.**

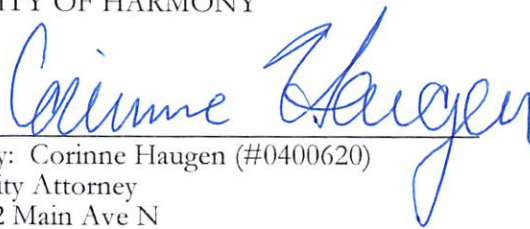
At the hearing, the following issues will be addressed and determined:

1. Whether the conditions on the property are "public nuisances" within the meaning of the City of Harmony ordinance Section 92.19.
2. Whether actions could be taken, or repairs made which would correct the conditions of the property or could be removed.
3. Whether the owners of the property should be ordered to take action to correct the conditions of the property within 30 days of the date of the Order.
4. What action should be ordered taken, if any.
5. Whether an application for an Administrative Search Warrant should be made to the District Court in and for Fillmore County, Minnesota, UNLESS:
 - a. Corrective action in conformance with the order is taken within thirty (30) days of the service of the order, or UNLESS:
 - b. An answer is filed and served upon the undersigned City Attorney, within twenty (20) days after the service of the order, pursuant to Minnesota Stat. §463.18.
6. Whether the City Council should order that if the City is compelled to take any corrective action, all necessary costs expended by the City be reduced to judgment against the owner of the real estate concerned as provided by Minnesota Stat. §463.21; assessed against the real estate concerned and collected in accordance with Minnesota Stat. §463.22 or whether the property should be acquired by the City pursuant to Minnesota Stat. §463.152.

(Signature on next page)

Dated: 9/14/2023

CITY OF HARMONY


By: Corinne Haugen (#0400620)
City Attorney
32 Main Ave N
Harmony, Minnesota 55939
(507) 886-6131
corinne@ranlaw.net





**CITY OF HARMONY
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Samantha Grabau	Meeting Date: October 10, 2023	Agenda Item No. 5b
Agenda Section: New Business	Item: Preliminary Survey	
BACKGROUND: Requesting approval of task 3 only for the 2024 Street and Utility Improvement Plan. Task 3 cost is \$27,554.		
ATTACHMENTS: 2024 Street and Utility Improvement Plan		
COUNCIL ACTION REQUESTED: Request approval of Task 3 and payment		



Stantec Consulting Services Inc.
3800 Highway 52 N
Suite 130
Rochester MN 55901
Tel: (507) 282-2100

October 5, 2023

Mrs. Samantha Grabau, Clerk
City of Harmony
225 3rd Avenue SW
P.O. Box 488
Harmony, MN 55935-0488

Reference: 2024 Street and Utility Improvements
Design and Construction Services Letter Proposal

Dear Mayor and City Council,

The City of Harmony is making progress toward the proposed 2024 Street and Utility Improvements as described in the preceding Feasibility Report, presented to the Council in September of this year. In the interest of moving this improvement forward, the City called for a Public Hearing on the improvements, which is scheduled for Tuesday, November 14, 2023. After the presentation of the proposed improvements to the Council and residents at the Public Hearing, the Council will consider moving forward with the improvements as presented in their entirety. If the Council wishes to proceed, the next steps include the coordination of private and public utility locates, completion of a topographic survey, the drafting of those topographic features in Civil3D, and ultimately the design, public bidding and construction of the proposed improvements.

Below is a proposal to complete the project for the City of Harmony from the preliminary survey through final construction. It has been prepared in accordance with our Professional Services Agreement with the City of Harmony.

Project Limits and Understanding

The proposed street and utility improvements were categorized as eight project areas within the feasibility report; the proposed improvement areas are as follows:

- Area 1: Fourth Street North
- Area 2: Snake Alley (Portions of Second Avenue NE and Fifth Street NE)
- Area 3: Main Street Alleyway (Alley between First Street NE and Center Street E)

All proposed improvements are to be consistent with those proposed within the preceding feasibility report from September 2023.

Engineering Services

The proposed engineering services include:

1. Project Management & Coordination
2. Final Design and Preparation of Plans, Specifications and Bidding Documents



Reference: 2024 Street and Utility Improvements; City of Harmony, MN

3. Preliminary Survey (See Supplemental Services Tasks and Hours Attached)
4. Permitting (See Supplemental Services Tasks and Hours Attached)
5. Bidding Assistance (See Supplemental Services Tasks and Hours Attached)
6. Assistance with Assessments (See Supplemental Services Tasks and Hours Attached)
7. Construction Services (Construction Survey, Observation and Project Management)

Compensation

We propose to complete engineering services 1 – 2 referenced above on a fee basis, plus reimbursable expenses as detailed in our Professional Services Agreement with the City of Harmony. Per the Professional Services Agreement, the fee for an improvement of this type estimated at \$1,920,207.63, would be approximately 6.53% or \$125,456.01. This fee will be recalculated once the project is publicly bid and based upon the actual low bid amount.

Engineering Service Items 3-6 above are anticipated supplemental services necessary for the design and completion of the 2024 Street and Utility Improvements Project. These services are proposed to be reimbursed on an hourly basis as detailed in the attached Tasks and Hours breakdown, and per our Professional Services Agreement. These supplemental services, along with design reimbursable expenses are anticipated to total \$37,619.50.

Construction Services, or Engineering Service Item 7, are proposed to be completed on an hourly basis plus reimbursable expenses. These costs are estimated to be approximately 8-10% of construction costs or \$153,616.61-\$192,020.76. All of our work would be completed in accordance with the terms and conditions of our Professional Services Agreement with the City of Harmony.

In an effort to get the utility locates and survey completed as soon as possible to prevent delays due to scheduling and weather, we are requesting authorization to proceed with those efforts detailed in Task 3 of this proposal at the October 10, 2023 Council Meeting. If this is acceptable, please sign as appropriate below and return a copy of this proposal letter.

We ask that Tasks 1-2 and 4-7 be considered for execution following the Public Hearing on November 14, 2023 should the Council decide to move forward with the improvement as detailed within the Feasibility Report as presented.

In summary, we request authorization to proceed with preliminary utility locates and survey (Task 3) following the October Council Meeting, and final design, construction document preparation, bidding assistance, permitting and construction services (Tasks 1-2 and 4-7) following the Public Hearing for the proposed 2024 Street and Utility Improvements in accordance with our Professional Services Agreement with the City of Harmony.

All services detailed within this letter proposal are to be completed per the attached project schedule.



October 5, 2023
Page 3 of 3

Reference: 2024 Street and Utility Improvements; City of Harmony, MN

Please feel free to call me if you have any questions or concerns at (507) 529-6030.

Respectfully,
STANTEC CONSULTING SERVICES INC.

Brett A. Grabau, PE
Associate
Phone: (507) 529-6030
brett.grabau@stantec.com

Joseph C. Palen, PE
Principal
Phone: (507) 529-6036
joseph.palen@stantec.com

By signing this proposal, the City of Harmony authorizes Stantec Consulting Services, Inc. to proceed with the services herein described as Task 3, and the Client acknowledges that this work shall be completed in accordance with the Professional Services Agreement with the City of Harmony.

This proposal is accepted and agreed on the ____ day of _____, 2023.

Per: City of Harmony

Signature

By signing this proposal, the City of Harmony authorizes Stantec Consulting Services, Inc. to proceed with the services herein described as Tasks 1 -2, and 4-7, and the Client acknowledges that this work shall be completed in accordance with the Professional Services Agreement with the City of Harmony.

This proposal is accepted and agreed on the ____ day of _____, 2023.

Per: City of Harmony

Signature

City of Harmony - 2024 Street and Utility Improvements
Final Design/ Construction - Supplemental Services

Supplemental Services - Tasks, Hourly Costs and Fee

Major Tasks	Project/ City Design Engineer	Design Engineer	2-Man Survey Crew	Civil Technician	Admin. Assistant	Total Hours	Cost
Team Members	Brett Grabau, PE	Tom Moen, PE	Survey	Colten Krailing	Kate Nelson		
Summary of Total Estimated Supplemental Services Associated with Final Design - Hourly Costs							
<i>Task 3 - Preliminary Survey</i>	4	46	80	14		144	\$27,554.00
<i>Task 4 - Permit Applications</i>	4	8		4	4	20	\$2,572.00
<i>Task 5 - Bidding Assistance</i>	8				6	14	\$1,850.00
<i>Task 6 - Assistance with Assessments</i>	16	16			2	34	\$4,694.00
<i>Total Estimated Supplemental Services (Hourly)</i>	32	70	80	18	12	212	\$36,670.00
Hourly Rates 2023	\$145.00	\$134.00	\$240.00	\$115.00	\$115.00	---	---
Estimated Final Design Fees							
<i>Task 1-2 - 2024 Street and Utility Improvements - Design Fee Including the Preparation of Plans and Specifications (~6.53%) per Fee Curve</i>							\$125,456.01
Estimated Construction Services Fees							
<i>Task 7 - 2024 Street and Utility Improvements - Estimated Construction Services Fee (~9.00%)</i>							\$172,818.69
Anticipated Stantec Reimbursable Expenses (Design and Construcion Services)							---
Travel							\$6,849.50
Printing and Postage							\$750.00
<i>Total Reimbursable</i>							\$7,599.50
Total Project Cost							\$342,544.20

City of Harmony - 2024 Street and Utility Improvements Final Design - Supplemental Services Tasks and Hours						
Tasks	Project/ City Design Engineer	Design Engineer	2-Man Survey Crew	Civil Technician	Admin. Assistant	Total Hours
Team Members	Brett Grabau, PE	Tom Moen, PE	Survey	Colten Krailing	Kate Nelson	
Task 3 - Preliminary Survey						
3.1 - Establish survey vertical and horizontal control throughout project areas. Locate existing property corners and section corners.			12			12
3.2 - Coordinate location of private utilities within project area using Gopher State One Call. Solicit quotes for soil borings, coordinate work with Geotechnical Consultant, stake soil boring and review geotechnical report.		6	8	6		20
3.3 - Conduct topographic survey as needed to complete project design.			60			60
3.4 - Download topographic survey points and generate topographic mapping, 3 dimensional surface (TIN) and generate automated survey line work.	4	40		8		52
Task 3 - Total	4	46	80	14		144
Task 4 - Permit Applications						
4.1 - Prepare permit applications as required to construct the project including: Minnesota Department of Health (MDH), Minnesota Pollution Control Agency (MPCA), MnDOT Utility and Access permits & NPDES Stormwater Permit and Stormwater Pollution Prevention Plan. (City to Pay all Permit Fees / Licenses)	4	8		4	4	20
Task 4 - Total	4	8		4	4	20
Task 5 - Bidding Assistance						
5.1 Correspondence with qualified contractors to generate interest in the improvement project. Assistance with Bid Opening, review of bidding documents, and drafting letter of recommendation to Council for award.	8				6	14
Task 5 - Total	8				6	14
Task 6 - Assistance with Assessments						
6.1 - Prepare exhibits, informational handouts, prepare assessment role/ rates and correspondence with City Staff.	16	16			2	34
Task 6 - Total	16	16			2	34

City of Harmony - 2024 Street and Utility Improvements
Final Design/ Construction - Supplemental Services

Design Travel		Total
Mileage (300 miles at \$0.655/mile)		\$199.50
Construction Travel		
Mileage (10,000 miles at \$0.655/mile)		\$6,650.00
	Sub-Total	\$6,849.50
Printing and Postage		
<i>Prepare 10 copies of 11"x17" plans and 10 project manuals for the 2024 Street and Utility Improvements Project</i>		\$750.00
	Sub-Total	\$750.00
	Total Reimbursable Expenses	\$7,599.50

October 4, 2023

Re: City of Harmony
2024 Street and Utility Improvements

TENTATIVE PROJECT SCHEDULE

<u>Task</u>	<u>Date</u>
Stantec and Staff Initiate Project Scoping	Complete
Council Scope and Authorize Feasibility Report	Complete
Present Feasibility Report w/ Preliminary Assessment Totals	Complete
Council Consider Authorization for Preliminary Survey	October 10, 2023
Improvement Public Hearing	November 14, 2023
Authorization to Prepare Plans and Specifications	November 14, 2023
2024 Street Improvements Plans and Specifications	November 2023 – March 2024
Council Approval of Plans and Specifications	March 2024
Council Approval to Submittal of Ad for Bid	March 2024
Submit Advertisement for Bids for Publication	March 2024
Bid Date	April 2024
Consider/ Award Contract	April 2024
Begin Phased Construction	May 2023
Substantial Completion	October 2024
Assessment Public Hearing	October 2024
Final Completion	June 2025

CITY OF HARMONY CITY COUNCIL

AGENDA ITEM COVER SHEET

Originating Staff: Park Board	Meeting Date: October 10, 2023	Agenda Item No. 5c
Agenda Section: New Business	Item: Park Board – Splash Pad Seal Coating	
BACKGROUND: The Park Board obtained bids to seal coat the splash pad due to cracking and chipping of the concrete. Repairs and sealing can still be done this fall to preserve the concrete.		
ATTACHMENTS: Poly Tech and Midwest Surface Coatings Quotes		
COUNCIL ACTION REQUESTED: Request approval of Midwest Surface Coatings quote, funding to be discussed and determined by council.		

Proposal

Page # _____ of _____ pages



Tyler Clement
507-722-6990

PROPOSAL SUBMITTED TO: <i>Itasca Splash Pad</i>		JOB NAME	JOB #
ADDRESS		JOB LOCATION	
DATE		DATE OF PLANS	
PHONE # <i>507-721-0882</i>	FAX #	ARCHITECT	

We hereby submit specifications and estimates for:

58 x 48

2784 sq

\$14,000

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

\$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____



507-252-8112

Mailing Address:

6747 10th Ave SW Rochester, MN 55902

Office Address:

6747 10th Ave SW Rochester, MN 55902

Customer Information

HARMONY SPLASH PAD

Scheevel Kyle

321 2nd Ave SE

Harmony MN 55939

Kyle: 507-421-0882

kyscheevel@gmail.com

Date: 09/20/2023

Rep: Spencer Berge

Buyer and seller, in consideration of the mutual promises contained herein, agree to the following:

CONCRETE COATING PURCHASE AGREEMENT

Diamond Profile for Permanent Adhesion	YES
Diamond Profile Cracks and Imperfections to Prepare for Mender Application	YES
Apply 2 Part Mender Crack and Pit Repair & Diamond Profile Smooth	YES
Apply Polyurea Basecoat Evenly to Surface	YES
Broadcast Generous Amounts of Acrylic Chip	YES
Commercial/Heavy Duty Shop Floor System Designed for Heavy Duty Use	YES
Flake Color	TBD see notes
Project Type	Commercial
Accessibility	Easy
Current Floor Condition	Good
Coating Texture	
Add Silica: coating will have Most slip resistance but also more difficult to clean mainly used for exterior applications	
Remove Excess Media Broadcast by Scraping	YES
Apply Polyaspartic Top Coat	YES
Customer Request a 4" Vertical Application Above All Horizontals	NO
Lifetime Warranty on UV Stability	YES
5 Year Commercial Warranty on Chipping, Peeling and Delamination	YES
Warranty Does Not Cover Substrate Failure Via Cracks, Crumbling, or Wood Surfaces	YES
This job may have a carbon monoxide risk. Proceed with necessary precautions	No

Client understands if moisture reads above 6% or inclement weather, Polytek will have to reschedule for next available date on reschedule calendar.

(Customer's Initials) _____

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****Disclaimer****

Any and all hard surface flooring should be considered slippery when wet. Always use caution and common sense

Project Details

Extra Top Coat Extra Top Coat	2715 Square Foot
PolyTek Over 951	2175 Square Foot
Cracks Cracks	191 Linear ft
Silica Silica	2715 Square Foot

Additions, Notes, Special Instructions:

PRICING APPROVED BY BARRY

-Client wishes to coat SPLASH PAD surface

THANK YOU!

Spencer

(507)272-7477

PLEASE NOTE, ANY SERVICES OR ITEMS NOT WRITTEN INTO THIS AGREEMENT WILL NOT BE INCLUDED OR PERFORMED.

PolyTek to provide all permits and bonds. All electrical work to be done by others. Remove all job related debris. The process of installation requires the preparation of site and the supply and installation of products described above with all ancillary hardware. The Company shall not be responsible for the moving of any gas, electrical, wiring, plumbing, or telephone installations. You shall at your own cost, make suitable arrangements for such work prior to the time the Company begins work and shall acquire any permits necessary for the Company to perform the work provided herein. You agree to pay cash according to the terms shown below or, if your credit is approved, to sign a note whether or not provided by us for payment of the amount due. You also agree to sign a completion certificate upon completion of the work. If you fail to pay according to the terms below and have not signed a note the entire unpaid amount becomes immediately due and you must pay a collection cost equal to our actual costs of collection, up to 15% of the total amount you owe plus attorney's fees and court costs. In addition, you understand that by failing to pay according to the terms below, the Company may have a claim against you which may be enforced against your property in accordance with the applicable lien laws. Unless otherwise specified it is understood that you are ready for this work to begin. If you refuse to permit the Company or their representatives to proceed with the work herein, or in the event of any other breach of this agreement, for any reason whatsoever, shall cause you to pay to the Company a sum of money equal to 75% (Seventy-Five Percent) of the price agreed to be paid, as fixed, liquidated and ascertained damages, and not as a penalty without further proof of loss or damage. For Credit Card Payments, balance due will automatically be charged upon completion. For checks or cash, Balance will be collected by crew foreman. Finance Charges will be assessed on all balances over 30 days in accordance with applicable law.

You, the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. This sale is subject to the provisions of the Home Solicitation Sales Act and the Home Improvement Act. This instrument is not negotiable.



HARMONY SPLASH PAD Scheevel Kyle

Spencer Berge

09/20/2023

09/20/2023

Date

Date

This space intentionally left blank

PolyTek

Mailing Address:
6747 10th Ave SW Rochester, MN
507-252-8112

PROJECT AGREEMENT

Transaction Date: 09/20/2023

HARMONY SPLASH PAD Scheevel Kyle

321 2nd Ave SE
Harmony MN 55939

Kyle: 507-421-0882
kyscheevel@gmail.com

Buyer(s) hereby jointly and severally agrees to purchase the products and/or services of PolyTek ("Contractor") as listed herein and on the accompanying specification sheet(s), in accordance with the terms and conditions described on the front and reverse of this Agreement and on the front and reverse of the attached project Agreement(s) (collectively, "Agreement"). Buyer(s) hereby agrees to sign a completion certificate after Contractor has completed all work under this Agreement.

Total	\$21,965.00
Credit Card Fee	\$0.00
Non-Refundable Deposit	0
Payment Due Upon Completion	\$21,965.00
Form of Payment	Cash
Check or Cash Payment Collected	New Value

Buyer(s) hereby acknowledges that the Lead Poisoning Prevention Program was explained to them which includes the potential risk of lead hazard exposure from renovation activity to be performed in Buyer's home, at the address written above. Buyer(s) was informed of this information on the date of this Agreement, before commencement of work.

Buyer(s) agrees and understands that this Agreement constitutes the entire understanding between the parties, and that there are no verbal understandings changing or modifying any of the terms of this Agreement. Buyer(s) hereby acknowledges that Buyer(s) 1) has read this Agreement, understands the terms of this Agreement, and has received a completed, signed, and dated copy of this Agreement, including the two attached Notices of Cancellation, on the date first written above and 2) was orally informed of Buyer's right to cancel this Agreement.



Spencer Berge

09/20/2023

Date

HARMONY SPLASH PAD Scheevel Kyle

09/20/2023

Date

This space intentionally left blank

CITY OF HARMONY CITY COUNCIL

AGENDA ITEM COVER SHEET

Originating Staff: Utility Committee	Meeting Date: October 10, 2023	Agenda Item No. 5e
Agenda Section: New Business	Item: Utility Committee – Mini-Split Quote	
BACKGROUND: The PTAC systems in the council chamber are getting to the end of their life. Quotes attached are to replace the PTAC systems in the council chamber as recommended by the Utility Committee. Utility Committee would like to proceed with option one (1) of the Kingsley Mercantile quote attached.		
ATTACHMENTS: Mini-Split quotes		
COUNCIL ACTION REQUESTED: Approve option one (1) of the Kingsley Mercantile quote.		

Kingsley Mercantile, Inc.
2 Main Ave N
Harmony, MN 55939
507-886-2323
August 9, 2023

City of Harmony
Harmony Community Center
Meeting Room

HVAC Quote

Option One

We propose to install a two ton, dual zone Fujitsu mini split which can operate in temperatures as low as -15 degrees with two indoor heads. Condensing unit would be mounted on wall bracket outside. Line set would be covered in line hide.

Total installed - \$6,859.00

Option Two

We propose to install a two ton single zone mini split which can operate in temperatures as low as -15 degrees. Condensing unit would be mounted on wall bracket outside. Line set would be covered in line hide.

Total installed - \$4,851.00

Thank you for allowing us to bid this project.

Dana Coaty
Kerry Kingsley
Kingsley Mercantile, Inc.

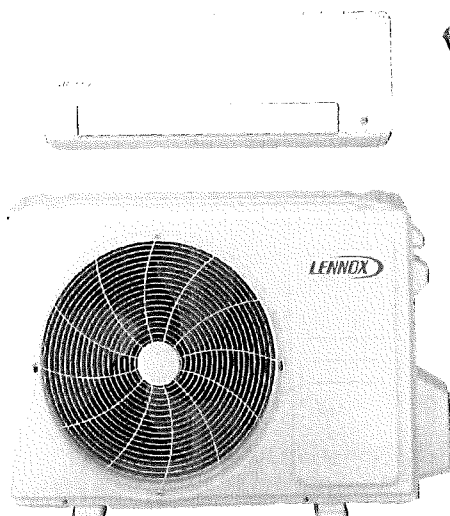
Vis Plumbing - Heating - Air Conditioning
Phone (507) 886-2008
HARMONY, MN
www.visplumbingheating.com

ESTIMATE

9/22/2023

CITY OF HARMONY

[illegible]



2 Indoor heads

Lennox® mini-split systems come appointed with:

Variable-speed fan motor produces consistent airflow, preventing temperature swings

Effortless control available in wireless remote or wall-mounted thermostat

Connect a mini-split outdoor unit to a ductless air handler to create a personalized heating and cooling solution

	Heat Pump MLB	Heat Pump MPC	Heat Pump MHB	Air Conditioner MCB
Energy Efficiency	Up To 28.10 SEER2 11.50 HSPF2	Up To 25.50 SEER2 11.90 HSPF2	Up To 20.40 SEER2 9.40 HSPF2	Up To 21.00 SEER2 12.50 EER2
Zone Type	Single and Multi	Single and Multi	Single	Single
Number Of Zones	Up To 5	Up To 5	1	1
Sound Rating - Indoor	As Low As 22.5 dB	As Low As 22.5 dB	As Low As 20 dB	As Low As 22.5 dB
Sound Rating - Outdoor	As Low As 54.5 dB	As Low As 53 dB	As Low As 53.5 dB	As Low As 53.5 dB
ENERGY STAR® Certified ⁶	✓	✓	✓	
Limited Warranty On Compressor	7-Year	7-Year	7-Year	7-Year
Limited Warranty On Covered Components	5-Year	5-Year	5-Year	5-Year
12-Year Extended Warranty Available ¹²	✓	✓		
"No Braze" Warranty On Outdoor Units	✓	✓	✓	✓
Multi-Position Ducted Air Handler	✓	✓		

Contact your local utility company to determine if there are available rebates.

For a full list of product details and warranty information, visit Lennox.com/terms-and-conditions.

www.lennox.com 1-800-9-LENNOX

For a complete list of the registered and common law trademarks owned by Lennox Industries Inc., please visit www.lennox.com.
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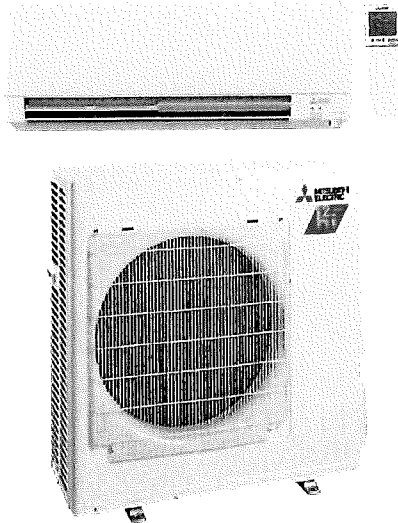
MSZ-FS18NA & MUZ-FS18NAH
18,000 BTU/H DELUXE WALL-MOUNTED INDOOR UNIT
18,000 BTU/H HYPER-HEATING OUTDOOR UNIT W/BASE PAN HEATER



Job Name:

System Reference:

Date:



Indoor Unit.....MSZ-FS18NA

Outdoor Unit.....MUZ-FS18NAH

← 2 - Indoor heads

INDOOR UNIT FEATURES

- Slim wall-mounted indoor units provide zone comfort control
- Dual Barrier Coating applied to the heat exchanger, vanes and fan to prevent hydrophilic and hydrophobic dirt build-up
- Multiple fan speed options: Quiet, Low, Medium, High, Super-high, Auto
- 3D i-see Sensor® enables advance features:
 - Indirect or Direct Airflow for personalized comfort
 - Absence Detection for energy-saving mode
- Double Vane features:
 - Separates airflow to deliver air across a large area
 - Simultaneously deliver to air separate sections of a room
 - Generates more comfortable natural airflow pattern
- Multiple control options available:
 - Back-lit screen handheld remote controller (provided with unit)
 - kumo cloud® smart device app for remote access
 - Third-party interface options
 - Wired or wireless controllers
- Triple-action Filtration: Nano Platinum Filter, Deodorizing Filter, & Electrostatic Anti-Allergy Enzyme Filter
- Hot-Start Technology: no cold air rush at equipment startup or when restarting after Defrost Cycle
- Quiet operation

OUTDOOR UNIT FEATURES

- INVERTER-driven compressor and LEV provide high efficiency and comfort while using only the energy needed to maintain maximum performance
- H2i plus™ performance offers 100% heating capacity at -5° and 70% to 81% heating capacity at -13° F
- Blue Fin anti-corrosion treatment applied to the outdoor unit heat exchanger for increased coil protection and longer life
- Built-in base pan heater

SPECIFICATIONS: MSZ-FS18NA & MUZ-FS18NAH

Cooling at 95°F ¹	Maximum Capacity	BTU/H	21,000
	Rated Capacity	BTU/H	17,200
	Minimum Capacity	BTU/H	6,450
	Maximum Power Input	W	2,220
	Rated Power Input	W	1,375
	Moisture Removal	Pints/h	4.8
	Sensible Heat Factor		0.69
	Power Factor [208V / 230V]	%	98.0 / 98.0
Heating at 47°F ²	Maximum Capacity	BTU/H	30,000
	Rated Capacity	BTU/H	19,000
	Minimum Capacity	BTU/H	5,150
	Maximum Power Input	W	4,000
	Rated Power Input	W	1,610
	Power Factor [208V / 230V]	%	98.0 / 98.0
Heating at 17°F ³	Maximum Capacity	BTU/H	27,000
	Rated Capacity	BTU/H	11,690
	Maximum Power Input	W	3,700
	Rated Power Input	W	1,160
Heating at 5°F ⁴	Maximum Capacity	BTU/H	23,000
	Maximum Power Input	W	3,130
Heating at -5°F ⁵	Maximum Capacity	BTU/H	19,000
Heating at -13°F ⁷	Maximum Capacity	BTU/H	17,100
Efficiency	SEER2		21.0
	EER2 ¹		12.5
	HSPF2 [V]		10.7
	COP at 47°F ²		3.46
	COP at 17°F at Maximum Capacity ³		2.14
	COP at 5°F at Maximum Capacity ⁴		2.15
	COP at -5°F at Maximum Capacity ⁵		1.99
	COP at -13°F at Maximum Capacity ⁷		1.99
	ENERGY STAR [®] Certified		Yes
Electrical	Voltage, Phase, Frequency		208/230, 1, 60
	Guaranteed Voltage Range	V AC	187 - 253
	Voltage: Indoor - Outdoor, S1-S2	V AC	208/230
	Voltage: Indoor - Outdoor, S2-S3	V DC	24
	Short-circuit Current Rating [SCCR]	kA	5
	Recommended Fuse/Breaker Size (Outdoor)	A	20
	Recommended Wire Size [Indoor - Outdoor]	AWG	14
	Power Supply		Indoor unit is powered by the outdoor unit
Indoor Unit	MCA	A	1.0
	Fan Motor Full Load Amperage	A	0.65
	Fan Motor Type		DC Motor
	Airflow Rate at Cooling, Dry	CFM	225-262-304-355-437
	Airflow Rate at Cooling, Wet	CFM	194-225-261-305-376
	Airflow Rate at Heating, Dry	CFM	201-272-350-410-514
	Sound Pressure Level [Cooling]	dB[A]	27-31-35-39-44
	Sound Pressure Level [Heating]	dB[A]	25-31-37-40-46
	Drain Pipe Size	In. [mm]	5/8 [15.88]
	Coating on Heat Exchanger		Dual Barrier Coating
	External Finish Color		Munsell 1.0Y 9.2/0.2
	Unit Dimensions	W x D x H: In. [mm]	36-7/16 x 9-3/16 x 12 (+11/16) [925 x 234 x 305 (+17)]
	Package Dimensions	W x D x H: In. [mm]	39 x 12-1/4 x 15-1/2 [990 x 310 x 400]
Indoor Unit Operating Temperature Range	Unit Weight	Lbs. [kg]	29 [13.5]
	Package Weight	Lbs. [kg]	34 [15.4]
	Cooling Intake Air Temp [Maximum / Minimum]*	°F	90 DB, 73 WB / 67 DB, 57 WB
	Heating Intake Air Temp [Maximum / Minimum]	°F	80 DB / 70 DB

NOTES:

AHRI Rated Conditions
(Rated data is determined at a fixed compressor speed)

¹ Cooling (Indoor // Outdoor)	°F	80 DB, 67 WB // 95 DB, 75 WB
² Heating at 47°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 47 DB, 43 WB
³ Heating at 17°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 17 DB, 15 WB

Conditions

⁴ Heating at 5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // 5 DB, 4 WB
⁵ Heating at -5°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -5 DB, -6 WB
⁷ Heating at -13°F (Indoor // Outdoor)	°F	70 DB, 60 WB // -13 DB, -14 WB

*Indoor/Outdoor Unit Operating Temperature Range (Cooling Air Temp [Maximum / Minimum]):

• Applications should be restricted to comfort cooling only; equipment cooling applications are not recommended for low ambient temperature conditions.

**Outdoor Unit Operating Temperature Range (Cooling Thermal Lock-out / Re-start Temperatures; Heating Thermal Lock-out / Re-start Temperatures):

• System cuts out in heating mode to avoid thermistor error and automatically restarts at these temperatures.

CITY OF HARMONY CITY COUNCIL

AGENDA ITEM COVER SHEET

Originating Staff: Samantha Grabau	Meeting Date: October 10, 2023	Agenda Item No. 5f
Agenda Section: New Business	Item: Arts Board Student Representative	
BACKGROUND: The Arts Board has a student representative opening. At the last meeting, the Arts Board voted to recommend to the City Council Brielle Hjemeland to fill the vacant student representative position.		
ATTACHMENTS: None		
COUNCIL ACTION REQUESTED: Approve student representative Brielle Hjemeland to the Arts Board.		

CITY OF HARMONY CITY COUNCIL

AGENDA ITEM COVER SHEET

Originating Staff: Personnel Committee	Meeting Date: October 10, 2023	Agenda Item No. 5f
Agenda Section: New Business	Item: Personnel Committee	
BACKGROUND: Lisa Morken has completed her 1-year employment as full-time Deputy Clerk. After exceeding expectations in many areas of her work and taking on new tasks, the Personnel Committee recommends promoting Lisa to grade 4, step 2, effective immediately for the October payroll cycle. Rory Kramer resigned from his position as finance clerk effective October 6, 2023. Requesting to post for the vacant part-time finance clerk position.		
ATTACHMENTS: None		
COUNCIL ACTION REQUESTED: Approve recommendation as presented.		

Resolution No. 23-09

RESOLUTION ADOPTING ASSESSMENT

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for improvement at 25 Third Avenue SW.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of five (5) years, the first of the installments to be payable on or before the first Monday in January 2024, and shall bear interest at the rate of 4.15 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2029. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the city treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she may, at any time thereafter, pay to the city treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

The foregoing resolution was introduced and moved for adoption by Council Member _____ and seconded by Council Member _____.

Voting for the Resolution:

Voting Against the Resolution:

Abstained from Voting:

Absent:

Adopted by the council this 10th day of October, 2023

Steve Donney, Mayor

ATTEST:

Samantha Grabau, City Clerk

Resolution No. 23-10

**A RESOLUTION CERTIFYING DELINQUENT UTILITIES AND SERVICES
TO BE COLLECTED WITH TAXES PAYABLE IN 2024**

WHEREAS, the City of Harmony provides utility and administrative services to property for a fee; and

WHEREAS, certain accounts for said services are delinquent; and

WHEREAS, Minnesota Statutes provides for collecting delinquent accounts by placing same on the tax rolls.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Harmony, Fillmore County, Minnesota, that the City hereby certifies that the accounts herein listed are for utility and administrative services and payment is delinquent on some.

BE IT FURTHER RESOLVED, that the City hereby requests the Auditor of the County of Fillmore to place the amounts listed as special assessments on the tax rolls for taxes payable in 2024.

The foregoing resolution was introduced and moved for adoption by Council Member _____ and seconded by Council Member _____.

Voting for the Resolution:
Voting Against the Resolution:
Abstained from Voting:
Absent:

Motion carried and resolution adopted this 10th day of October 2023.

Steve Donney, Mayor

ATTEST:

Samantha Grabau, City Clerk

Environmental Water Services



City Of Harmony

Monthly Council Report

Reporting for the Month of September 2023

- 1.) Completed DMR no limit exceedances.
- 2.) Completed rounds, checks and process control.
- 3.) Conducted MLSS checks.
- 4.) Checked biological activity under microscope.
- 5.) Filled in and helped with WWTP Duties
- 6.) Reviewed draft copy of permit addressed Salty discharge parameters
- 7.) Conducted Monthly TRC Bench sheet Corey / Rick
- 8.) Reviewed New permit for the city of Harmony with city staff.
- 9.) Tested Digester for Balance Corey / Rick
- 10.) Called Nancy haskitt on Salty discharge parameters testing was cut back on new permit.
- 11.) Reviewed lab reports.

Harmony EDA Minutes

October 5, 2023
7:30 AM

Community Center
Council Room

Present: Kerry Kingsley, Steve Donney, Andy Batstone, Greg Schieber, and Michael Himlie

Also Present: Amy Bishop, Erica Thilges, Lisa Miller, Jacqui VanMinsel, Allan Dahl, Cyndi Ofstedal, Sam Grabau, and Chris Giesen

The regular meeting was called to order at 7:30 AM by Kerry Kingsley.

Minutes

The board reviewed the minutes of the September 5, 2023 and September 7, 2023 meetings. Motion by Schieber, second by Kingsley to approve the minutes as presented. Motion carried unanimously.

Financial Reports & Claims

The loan portfolio was reviewed. All loans were current. There were no payment claims.

Temporary Interest Only Payments for Loan: Run Right Power

Giesen presented a request from Run Right Power to temporarily switch loan payments to interest only payments from October 1, 2023 through June 1, 2024 for the winter season. The loan committee recommended approval. Motion by Batstone, second by Donney to approve the request. Motion carried unanimously.

Modification of Loan Request: Harmony Spirits

Giesen presented a request to remove Jim Simpson from his personal guarantee on the Harmony Spirits EDA loan as he is in the process of selling his shares to a new owner, Damon Lazzara. Lazzara's personal guarantee would replace Simpson's. Giesen reported that the loan committee had not yet received all of the financial documents needed to review the requested transfer, but recommended that the board preemptively approve the request to facilitate the timeliness of the sale on the condition the loan committee does receive all the necessary financial documents and gives a positive review. The loan committee recommended approval. Motion by Donney, second by Schieber to approve the transfer of personal guarantee as requested, on the condition of a favorable financial review by the loan committee. Motion carried unanimously.

Chamber of Commerce Report

Erica Thilges was present to give the chamber report. She reported that director Allison Whalen had resigned her position to take another position, and that the board thanked Whalen for her work. Thilges said that Whalen will continue to volunteer and that board members will cover duties that would otherwise be done by a director and discuss the scope of such a position's job description. The position will be vacant until the board begins a search for a part time replacement in 2024. An update was given on recent and upcoming events, as well as the annual membership drive that is now underway.

The board discussed an updated 2024 budget allocation request from the chamber. The chamber reaffirmed its \$2,000 budget increase for next year. Motion by Donney, second

by Kingsley to amend the EDA's 2024 budget recommendation to city council; reducing the budget request by \$15,000 in accordance with the chamber's request of \$2,000. Motion carried unanimously.

Schieber mentioned that at future meetings, the board should work with the chamber to develop a sustainable long term operations strategy to help move the organization and community forward. Consensus was to continue this topic as an agenda item at a later meeting.

Prospects/Community Update

Giesen discussed several prospects including one that may be interested in development in the industrial park.

The board also discussed the status of the Twin City Trimmers project in the industrial park, reaffirming their willingness to honor one more extension on the building requirement as approved in June 2023.

Giesen noted that the bike trail status meeting with the DNR was rescheduled to October 26 and that the landowners along the trail route had been invited, too.

There was no other business.

Hearing no objections, Kingsley adjourned the meeting. The meeting adjourned at 8:19 AM.

The next regular meeting is scheduled for November 2, 2023 at 7:30 AM at the Community Center.

FILLMORE COUNTY SHERIFF



Office of the FILLMORE COUNTY SHERIFF

JOHN DEGEORGE Sheriff
LANCE BOYUM Chief Deputy
901 Houston St. NW
PRESTON, MN 55965-1080

Tel: 507-765-3874
Emergency Dial 911
Fax: 507-765-2703

Date: October 1, 2023
To: Harmony City Council
From: Jason Harmening, Deputy Sheriff
John DeGeorge, Fillmore County Sheriff
Re: October 2023 Monthly Council Report

Calls for Service / Patrol Activity:

Reported Date	Title	Street Name
2023-09-01	Traffic	STATE HWY 52
2023-09-03	Civil	MAIN AVE
2023-09-04	MAARC	305TH AVE
2023-09-04	Assist	2nd Ave
2023-09-05	Juvenile Complaint	2nd St
2023-09-10	Crash	2nd AVE
2023-09-11	MAARC	MAIN AVE
2023-09-12	Animal Complaint	4TH AVE SE
2023-09-13	Ambulance	MAIN AVE
2023-09-14	Traffic	MAIN AVE
2023-09-14	Ambulance	MAIN AVE
2023-09-14	Suspicious Activity	CO 16
2023-09-16	Suspicious Activity	5th Ave
2023-09-17	Civil	MAIN AVE
2023-09-18	MAARC	MAIN AVE
2023-09-18	MAARC	MAIN AVE
2023-09-18	MAARC	MAIN AVE
2023-09-20	Traffic	HWY 52
2023-09-21	Information	3RD AVE

FILLMORE COUNTY SHERIFF



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PRESTON, MN 55965-1080

Tel: 507-765-3874
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Fax: 507-765-2703

2023-09-21	Information	3RD AVE
2023-09-23	Underage Consumption	5th St
2023-09-25	Suspicious Activity	MAIN AVE
2023-09-25	Juvenile Complaint	2ND ST
2023-09-25	Civil	5TH ST
2023-09-25	Information	MAIN AVE
2023-09-26	MAARC	MAIN AVE
2023-09-26	Welfare Check	1ST AVE
2023-09-26	Assist	MAIN AVE
2023-09-27	Animal Complaint	1ST AVE
2023-09-29	Information	MAIN AVE
2023-09-29	Warrant	MAIN AVE
2023-09-30	Parking Complaint	2ND AVE
2023-09-30	MAARC	MAIN AVE