

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

February 14, 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) Minutes Special Meeting
 - c) Claims and January Checks
 - d) Post Prom Contribution, \$100 annual donation request
 - e) Cash in CD
 - f) Cash Balances
5. New Business
 - a) Resolution 23-04: BCA Joint Powers Agreement
 - b) Resolution 23-05: Utility Rates
 - c) Folding machine – request to purchase
 - d) Annual Renewal - Fillmore County Ambulance Subsidy Contract
 - e) Ambulance Billing Provider – TransMedic Business Associate Agreement
 - f) Utilities
 - i. MI-Tech Pole inspection quote and agreement
 - ii. Purchase John Deere lawnmower for WWTP and Fire Hall
 - iii. NOVA Proposal and Agreement - Solar
6. Reports
 - a) Building & Maintenance Report
 - i. WWTP Report
 - b) EDA Board
 - i. Annual Report
 - c) Park Board
 - d) Library Board
 - e) Arts Board - 2023 Appointments
 - i. Erica Thilges, Community/Business
 - ii. Ava Hemenway, Student
 - f) Fire Department
 - g) Sheriff Report
7. Adjourn



January 10, 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 Domingo Kingsley, Jesse Grabau, and Michael Himlie; Deputy Clerk Lisa Morken, City Clerk/Finance Clerk/Ambulance Director Samantha Grabau and Attorney Greg Schieber. Absent: Councilmember Kyle Scheevel.

Also present were Hannah Wingert (FC Journal), Chris Giesen, Aaron Bishop, Amy Bishop, Erica Thilges, Alison Whalen, Miles Petree, Lisa Miller and Cody Schultz.

SWEARING IN: Michael Himlie was sworn in as a new Councilmember by Attorney Greg Schieber. Steve Donney was sworn in as Mayor (again) by Attorney Greg Schieber. Attorney Schieber noted that Councilmember Kyle Scheevel had been sworn in previously.

PUBLIC FORUM: None

CONSENT AGENDA: Councilmember Grabau motioned to approve the consent agenda. Councilmember Kingsley seconded the motion. Councilmember Grabau noted that there was an error in the 12/13/22 minutes. His vote was documented incorrectly and needs to be corrected. A vote was held to approve the consent agenda. All in favor. Motion carried. *The vote was verified via YouTube recording and a correction was made to the minutes on 1/11/23.*

PUBLIC HEARING: Cannabinoid ordinance 117 has been recommended for approval and adoption by the Planning & Zoning committee. Cody Schultz expressed his view on cannabis regulations/ordinances. Schultz feels that over-regulating can hurt cannabinoid businesses and legalization may be coming from the federal government soon. Councilmember Grabau noted that a lot of time and consideration was taken to craft the ordinance that the Planning & Zoning committee is recommending. New laws may be passed by the State of Minnesota. Attorney Schieber said that if the state changes the law, we will most likely only need to change some of the definitions in the proposed ordinance. Councilmember Grabau motioned to adopt Cannabinoid ordinance 117. Councilmember Himlie seconded the motion. A vote was held. All in favor. Motion carried.

HARMONY AREA CHAMBER OF COMMERCE: Erica Thilges asked the city to spend \$4,500 that was previously designated for holiday lights, but was not used, on the Discovering Downtown Harmony signage project. Lead time for the signs is three months. City maintenance department will hang the signs. The Chamber's goal is to have the signs in place by April 1, 2023. Mayor Donney motioned to approve the Chamber's request for \$5000. Councilmember Kingsley seconded the motion. A vote was held. All in favor. Motion carried.

ANNUAL APPOINTMENTS: Mayor Donney motioned to approve Resolution 23-01. Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried.

DESIGNATED POLLING PLACE: Councilmember Grabau motioned to approve Resolution 23-02. Councilmember Himlie seconded the motion. A vote was held. All in favor. Motion carried.

EDA – Small Cities Development Program Resolution: Clearance date is February 13th. At that time, SEMCAC and CEDA will start contacting people and businesses. If anyone who did not complete the

survey would like more information please contact Cindy at the Rushford, MN SEMCAC office, (507) 864-8721. Councilmember Grabau motioned to approve the Small Cities Development Program Resolution, administrative polies and plans. Councilmember Kingsley seconded the motion. A vote was held. All in favor. Motion carried.

PERSONNEL: Mayor Donney motioned to approve annual 3% COLA increase. Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried. Councilmember Kingsley motioned to add progression of grades to the wage scale. Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried. Councilmember Grabau asked the Personnel Committee what the next steps are to fill the open Administrator position? Mayor Donney would like to advertise the open position on League of MN Cities website, the City of Harmony website and the City of Harmony Facebook page as an administrative lead position, part-time. Councilmember Grabau asked where this part-time position would be on the pay scale? Mayor Donney suggested Grade 5 to 11, part-time, 32 hours a week maximum. Grabau noted that the current benefits package is for full-time employees. Councilmember Himlie asked if a full-time Administrator could be shared between two cities? No other cities nearby have been willing or able to share an Administrator. Mayor Donney said the ad for the open Administrator position will be posted before the next meeting if possible.

REPORTS:

Building & Maintenance:

WWTP: Report is included in the packet.

Park: Has not met yet.

Library Board: New book shelf in hall. Getting quotes for carpet cleaning in spring.

Arts Board: Has not met yet.

Fire Department:

Sheriff: Report is included in the packet.

Councilmember Kingsley would like to thank Allison Whalen for the great job the Chamber did on "Holiday in Harmony".

Lisa Miller would also like to give her input to the Personnel Committee regarding the open Administrator position.

Upon no further business, Mayor Donney adjourned the meeting.

February 6, 2023

SPECIAL MEETING

HARMONY CITY COUNCIL
UTILITIES COMMITTEE

A Special Meeting of the Harmony City Council and Utilities Committee was called to order by Mayor Steve Donney. Present were Mayor Donney, Councilmembers Jesse Grabau, Kyle Scheevel, Michael Himlie; and City Clerk Samantha Grabau. Absent: Councilmember Domingo Kingsley.

Also present were Rick Whitney of Environmental Water Services; City utility employees Corey Whalen and Terry Bigalk; Peter Daniels and Brett Grabau with Stantec.

WASTEWATER TREATMENT FACILITY IMPROVEMENTS AND FUNDING: Brett Grabau and Peter Daniels discussed with council and utility committee the current S.E.H. Wastewater Treatment Facility UV Study and findings. B. Grabau provided historical Stantec engineering information pertaining to the current plant. Stantec has been the City Engineering firm for the past 20 years. Stantec also completed the wastewater treatment facility improvements in 2014 with the dechlorination upgrades. B. Grabau informed the group the transition discussion to UV started approximately 3 years ago. UV is much safer for not only employees and also more cost effective in comparison to purchasing chlorine and dechlorination tablets.

Whitney stated this study was initiated to be more proactive in keeping up with State requirements. The study showed \$71,000 in expenditures for just chlorine and dechlorination tablets. This study did not factor in the man hours for the maintenance of the current facility.

J. Grabau indicated that funding is the priority concern at this time and the City should apply to be considered for the Minnesota Pollution Control Agency (MPCA) Public Facilities Authority (PFA) loan program. B. Grabau indicated that Stantec is willing to help out with applying for this program to assist the city. B. Grabau indicated that there are many other grants and programs available, should the City consider applying for other funding. MPCA PFA loan program should be applied for first.

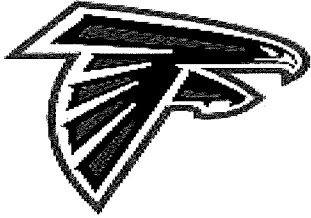
Discussion was had on the reasonableness of the current study and whether or not this number was correct. B. Grabau stated that it would have to be put out for engineering and estimating before any true numbers would be available. AE2S had been contacted as well to provide general feedback and opinion, and their numbers were much lower than S.E.H. Engineering and design proposals with more information could be obtained prior to knowing about the MPCA PFA loan acceptance or denial.

Decision was made to have B. Grabau gather information to submit the PFA loan request. B. Grabau will report back to the utility committee with updates and request information from the City Clerk should he need it.

Upon no further business, Mayor Donney adjourned the meeting.

Samantha Grabau, City Clerk

Mayor Steve Donney



City of Harmony

FILLMORE CENTRAL FALCONS

Dear Business Owner,

Fillmore Central High School's Prom is scheduled for April 29th, 2023. In conjunction with the Prom, parents of the Junior class are organizing a Post Prom Party for the Junior and Senior students and their guests. With your support, we would like to provide the students with a safe night of fun, games, activities, music, food and prizes.

We hope you would consider supporting the students of FCHS with a monetary donation or prize donation, as you are able. We appreciate any support to help make this a successful, memorable event for our students.

We gratefully ask that any donations be submitted by February 28, 2023. Please make checks payable to **FC Post Prom**. There are multiple ways to submit your (monetary or prize) donation. Donations can be dropped off at either Fillmore Central High School in Harmony, or at First Southeast Bank of Harmony with Janet Christianson. Please clearly mark any donations as FC POST PROM. Donations can also be left at your place of business to be picked up by a junior class parent, call or text one of the numbers below to arrange pick-up. Finally, monetary donations can also be mailed to:

First Southeast Bank
Janet Christianson - FC POST PROM
PO Box 429
Harmony, MN 55939

Questions can be directed to:

Matt Hellickson (507) 951-2018

Janet Christianson (507) 251-2920, janetmc43@gmail.com

Thank you for supporting the Fillmore Central High School students
and the 2023 Post Prom Party.

Fillmore Central Post Prom Receipt

Date:

Business Name:

Amount Donated:

Thank you!

RESOLUTION NO. 23-04

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS
WITH THE CITY OF HARMONY ON BEHALF OF ITS PROSECUTING ATTORNEY AND
POLICE DEPARTMENT**

WHEREAS, the City of Harmony on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Harmony, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Harmony on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Sheriff, John DeGeorge, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Prosecuting Attorney, Brett Corson, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Steve Donney, the Mayor for the City of Harmony and Samantha Grabau, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 14TH day of February, 2023.

CITY OF HARMONY

By: Steve Donney
Its Mayor

ATTEST: _____
By: Samantha Grabau
Its City Clerk



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Harmony on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

 - A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
 - B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
 - C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue
Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Brett Corson, County Attorney
Address: 101 Fillmore St
PO Box 307
Preston, MN 55965
Telephone: 507.765.2530
Email Address: bcorson@co.fillmore.mn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its

own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

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

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Harmony on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 145010, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

Resolution No. 23-05

**A RESOLUTION MODIFYING A SCHEDULE OF FEES AND CHARGES FOR
VARIOUS SERVICES FOR THE CITY OF HARMONY, MINNESOTA**

WHEREAS, the City Council of the City of Harmony has adopted the Minnesota Basic Code as it has been amended and supplemented to be its city code and that the code permits the city to adopt and modify by resolution a schedule of fees and charges for various services,

NOW THEREFORE the City Council of the CITY OF HARMONY, MINNNEOTA, ordains:

Section 1. All fees and charges in effect as of the date of the adoption of the city code for the city shall remain in effect unless otherwise modified by the provisions of this resolution. All citations below are to various sections of the city code unless otherwise indicated.

(See Attached Schedule)

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 from Voting:

Motion carried and resolution adopted this 14th day of February 2023.

Steve Donney, Mayor

ATTEST:

Samantha Grabau, City Clerk

**City of Harmony
Utility Rates
2023 Rates**

		Current Rate	Increase	Proposed Rate	Change %
WATER					
W-1	<u>General Water Service</u>				
	Base Charge	\$ 12.50	\$ 0.25	\$ 12.75	2%
	Usage/gallon	0.00567	\$ 0.00011	\$ 0.00578	2%
W-2	<u>Unmetered Water Service</u>				
	All Customers	\$ 41.00		\$ -	0%
W-3	Disconnection/Turn-On Fee	\$ 50.00	\$ -	\$ 50.00	0%
W-4a	Seasonal Turn-on fee	\$ 25.00	\$ -	\$ 25.00	0%
W-5	Water Meter Testing Fee	\$ 100.00	\$ -	\$ 100.00	0%
W-6	Water Meter (1st meter free)	\$ 250.00	\$ -	\$ 250.00	0%
W-7	<u>Bulk Water</u>				
	Base Charge	\$ 75.00	\$ -	\$ 75.00	0%
	Usage/gallon	\$ 0.00567	\$ 0.00011	\$ 0.00578	2%
	Delivery/person	\$ 25.00	\$ -	\$ 25.00	0%
SEWER					
S-1	<u>General Sanitary Sewer Service</u>				
	Base Charge	\$ 19.75	\$ 0.25	\$ 20.00	1.25%
	Usage/gallon	\$ 0.00860	\$ 0.00017	\$ 0.01	2.00%
S-2	<u>Unmetered Sewer Service</u>				
	All Customers	\$ 63.00	\$ -	\$ 63.00	0.00%
S-3	Extra Connections (per connection)	\$ 9.75	\$ 0.25	\$ 10.00	2.50%
SOLID WASTE					
SW-2	Recycling	\$ 6.00	\$ -	\$ 6.00	0.00%
SW-1	Refuse	\$ 13.50	\$ -	\$ 13.50	0.00%
STORM WATER					
SS-1	<u>Storm Sewer (started June 2009)</u>				
	Residential Customers	\$ 3.75	\$ 0.25	\$ 4.00	6.25%
	Commercial & Industrial Customers	\$ 7.75	\$ 0.25	\$ 8.00	3.13%
	School, Church, & Large Customers	\$ 10.25	\$ 0.25	\$ 10.50	2.38%

***Assessment for delinquent bills will add a \$50 administrative cost

		Current Rate	Increase	Proposed Rate	Change %
ELECTRIC					
E-1	<u>Residential Electric Service</u>				
	Base Charge	\$ 8.75	\$ 0.25	\$ 9.00	2.78%
	Usage/kWh (peak)	\$ 0.12900	\$ 0.006450	\$ 0.13545	5.00%
	Usage/kWh	\$ 0.10740	\$ 0.005370	\$ 0.11277	5.00%
E-3	<u>Dual Fuel Service</u>				
	Base charge	\$ 5.25	0.25	\$ 5.50	4.55%
	Summer/kWh	\$ 0.09760	\$ 0.00488	\$ 0.10248	5.00%
	Winter/kWh	\$ 0.07480	\$ 0.00374	\$ 0.07854	5.00%
E-2	<u>Commercial Electric Service (1-Phase)</u>				
	Base Charge	\$ 12.25	0.25	\$ 12.50	2%
	Usage/kWh (peak)	\$ 0.12360	\$ 0.00618	\$ 0.12978	5.00%
	Usage/kWh	\$ 0.10200	\$ 0.00510	\$ 0.10710	5.00%
E-12	<u>Commercial Electric (3-Phase)</u>				
	Base Charge	\$ 14.75	\$ 0.25	\$ 15.00	1.67%
	Usage/kWh (peak)	\$ 0.12360	\$ 0.00618	\$ 0.12978	5.00%
	Usage/kWh	\$ 0.10200	\$ 0.00510	\$ 0.10710	5.00%
E-9	<u>Large Customer Service</u>				
	Base Charge	\$ 68.00	\$ 1.00	\$ 69.00	1.45%
	Demand/KW	\$ 9.55	\$ 0.45000	\$ 10.00	5.00%
	Usage/kWh (peak)	\$ 0.08140	\$ 0.00407	\$ 0.08547	5.00%
	Usage/kWh	\$ 0.06500	\$ 0.00325	\$ 0.06825	5.00%
E-5	<u>Private Outdoor Lighting</u>				
	Monthly	\$ 7.75	\$ 0.25	\$ 8.00	3.13%
E-7	<u>Municipal Outdoor Lighting</u>				
	Usage/kWh (peak)	\$ 0.10610	\$ 0.00531	\$ 0.11141	5.00%
	Usage/kWh	\$ 0.08490	\$ 0.00425	\$ 0.08915	5.00%
E-8	<u>Municipal Pumping</u>				
	Base Charge	\$ 12.75	\$ 0.25	\$ 13.00	1.92%
	Usage/kWh (peak)	\$ 0.10610	\$ 0.00531	\$ 0.11141	5.00%
	Usage/kWh	\$ 0.08490	\$ 0.00425	\$ 0.08915	5.00%
E-9	Disconnection/Turn-on Fee	\$ 50.00			0.00%
E-9a	Seasonal Turn-on Fee	\$ 25.00			0.00%
E-11	Electric Meter (1st meter free)	\$ 75.00			

**CITY OF HARMONY
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Samantha Grabau & Lisa Morken	Meeting Date: February 14, 2023	Agenda Item No. 5c
Agenda Section: New business	Item: Folding Machine	
BACKGROUND: Approximately 1800 sheets of paper are manually folded in the office each month for utility bills, inserts, etc. To increase efficiency within the office, we are requesting to purchase a folding machine to fold bills and fliers every month to decrease our time with the monthly bills.		
ATTACHMENTS:		
COUNCIL ACTION REQUESTED: Requesting approval to purchase folding machine, see attached quote.		

Office NO PAYMENTS

PaperFolder Co.
 7340 Park Lake Drive
 Dexter, MI 48130
 800.939.6811
 info@PaperFolder.com

PAYMENTS

PaperFolder Co.
 c/o Key Bank
 Attn: Tom Mikula
 1478 Chelsea-Manchester Rd.
 Chelsea, MI 48118

QUOTE
Invoice # 46362

Date 1/24/23

P.O. #
Sold to

CITY OF HARMONY
 SAMANTHA GRABAU
 225 THIRD AVENUE SW
 HARMONY, MN 55939

Ship to

CITY OF HARMONY
 SAMANTHA GRABAU
 5078868122
 225 THIRD AVENUE SW
 HARMONY, MN 55939

Qty	Product	Unit Price	Ext. Price
1	Formax FD 314 Office Desktop Folder	1,220.00	1,220.00
1	Freight Free		0.00
1	Annual Service Agreement (Optional)	395.00	395.00

Tracking

Shipped by

Subtotal \$1,615.00

Tax
Shipping
Invoice Total \$1,615.00

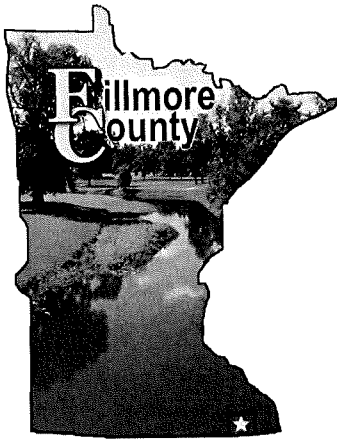
Deposit
Amount Due \$1,615.00

Terms

Payment due with order

Notes

Formax folders come with a 90 day onsite warranty which includes all parts and labor. Shipping dock to dock is included. If you do not have a dock, additional charges apply. An annual service contract is available which would start on the 91st day, and can be renewed each year. It covers all non-consumable parts, labor, and a general maintenance visit during the year. Payment for the service contract renewal is made separately each year. Quote is good until the end of February 2023.



Fillmore County
Auditor/Treasurer's Office
PO Box 627
Preston, MN 55965

January 12, 2023

TO: Fillmore County City Emergency Services

SUBJECT: 2023 Ambulance Subsidy Contracts

I am enclosing two copies of this proposed agreement for your signature. Both copies should be returned to this office.

The proposed 2023 subsidy will amount to \$4,500.00 for each Ambulance Service and will be paid in one payment after the signed contracts are returned with the itemization of how the ambulance funds were used for the last contract period of January 1, 2022 through December 31, 2022.

When all the contracts are received from Chatfield, Harmony, Preston City on behalf of Lanesboro, Mabel, Preston, Rushford City and Spring Valley, contracts will be submitted to the Fillmore County Commissioners for final approval and authorization of payment.

The Fillmore County Board requested that the Fillmore County Ambulance Services be notified that the Ambulance Service must request any appropriation for 2024 by July 15, 2023.

Please feel free to contact me if you have any questions.

Sincerely,

Shannon Smidt
Fillmore County Auditor/Treasurer's Office

AGREEMENT

For and in consideration of the promises hereinafter contained, it is hereby agreed as follows:

That Fillmore County (hereinafter referred to as County, a municipal corporation in the State of Minnesota) hereby enters into a contract with the City of Harmony (hereinafter referred to as Contractor, also a municipal corporation in the State of Minnesota).

I.

Contractor agrees to provide efficient and prompt ambulance service to all persons within their area of service in Fillmore County, Minnesota, both emergency and non-emergency, in accordance with statutory standards and regulations.

II.

The Contractor shall have not less than one licensed ambulance in service and capable of rendering efficient services, fully equipped to meet the requirements of the State of Minnesota, Department of Health, and equipped with mobile communications between the ambulance vehicles and law enforcement agencies.

III.

The Contractor shall keep and maintain the ambulance and equipment in clean and sound operating conditions at all times. Clean and sanitary bed linens shall be provided for each patient carried, and shall be changed as soon as possible after the discharge of the patient.

IV.

The Contractor agrees to provide one driver and attendant to staff said ambulance on each call. All of the attendants shall meet the minimum standards required by the State of MN. A licensed driver and an attendant shall staff the ambulance on each call.

V.

The contractor shall provide ambulance service on a twenty-four (24) hour basis, seven days per week, and shall immediately respond to all requests for service initiated by the County, all law enforcement agencies and/or Fire Departments of the County, by physicians and/or health departments of the County and by Hospitals and the Nursing Homes in the service area. Additionally, the Contractor agrees to respond immediately to all requests for service, requested by any citizen within its area of service in the County of Fillmore.

VI.

The ambulances, the ambulance garages and equipment, techniques and procedures shall be available for inspection by any authorized personnel of the County of Fillmore at all reasonable times. Upon request by such authorized personnel of the County, the Contractor shall operate or demonstrate any vehicles or equipment, techniques or procedures used by the Contractor under this Contract.

VII.

The Contractor shall maintain and pay the premiums for the following policies of insurance, which shall cover the operations hereunder during the effective period of this Contract:

- (a) Motor Vehicle Public Liability Insurance with limits of not less than One Hundred Thousand and no/100 (\$100,000.00) Dollars for bodily injury or death of one person, and Five Hundred Thousand and no/100 (\$500,000.00) dollars for bodily injury or death resulting from any one accident and for the sum of at least Fifty Thousand and no/100 (\$50,000.00) Dollars for damages to property arising from any one accident.
- (b) Workmen' s Compensation Insurance covering the employees of the Contractor.

Certificates of said policies evidencing the existence there of, shall be delivered to the County upon request.

VIII.

The Contractor guarantees that he has full legal right to render the services provided for in this contract and that he will defend, indemnify and save the County entirely harmless from any and all claims, demands, damages, actions, and/or causes of action arising or to arise against the Contractor or his employees, or the County of Fillmore by reason of the Contractor' s operations under this Contract or the contractor's use of any process, equipment, machinery or material in furnishing of the same.

IX.

In view of the character of the services to be rendered, the Contractor shall neither assign his right to this Contract, nor the rights accruing or to accrue under this contract, unless such assignment is agreed to in writing by the County.

X.

The Contractor agrees to comply with all licensing and ordinances and laws of the County and of the municipalities located therein, the State of Minnesota, the United States of America or any other governmental subdivision.

XI.

Notwithstanding the provisions of the Contract, the Contractor shall be allowed to charge and collect fair and reasonable fees from any individual, partnership or corporation from whom services are performed under this Contract. It is understood and agreed that the county is in no way responsible for the collection of these fees and charges and that this responsibility rests solely with the Contractor.

XII.

The County agrees to pay to the Contractor during the term of this agreement \$4,500.00 for the period of January 1, 2023 through December 31, 2023. The County will make one payment for a total of \$4,500.00 for this contract period. Payment shall be made when all contracts from the contractor herein and other contractors for emergency service in Fillmore County are received.

XIII.

The parties hereto agree that the terms of this Contract shall be a period of 12 months, commencing on January 1, 2023 through December 31, 2023.

XIV.

The funds paid by the County to the Contractor shall be used solely for the Contractor's ambulance service and shall not, for any reason, be used for any purposes not connected directly to said ambulance service. Contractor further agrees to furnish the county a complete itemization of how said funds were utilized for ambulance services not later than 30 days after the termination of this agreement.

In the event that any said funds were not used for ambulance services, this agreement shall be considered breached for said Contractor and any and all funds received by said Contractor under this agreement shall be returned to said County immediately.

XV.

Notwithstanding anything to the contrary, this agreement may be terminated on one hundred twenty (120) days notice in writing by either party to the other. In the event of any lack of compliance with the terms hereof on the part of the Contractor to maintain his insurance, the County shall give to the Contractor written notice of such lack of compliance and the Contractor shall have thirty (30) days within which to remedy such situation. If at the end of said thirty (30) days notice, the lack of compliance has not been remedied, this Contract may be terminated by written notice from the County to the Contractor with one hundred twenty (120) days notice. If termination occurs before the one year term specified in paragraph XIII above, the City shall keep, or the County shall pay, if not yet paid, that portion of the payments called for, under paragraph XII above, on a pro-rated basis.

XVI.

The County of Fillmore will furnish a twenty-four (24) hour answering service and dispatch service through the County Sheriff's Office. The Contractor will maintain two-way radios in said ambulance to be operated on the same frequency as the Hospital's Radio Communication Equipment, and the Contractor shall obtain all necessary licenses and certificates to operate said radios on said frequency. The County agrees to execute any consent necessary for the Contractor to obtain such licenses.

Dated at Preston, Minnesota this _____ day of _____, 2022.

CITY OF HARMONY

FILLMORE COUNTY BOARD OF COMMISSIONERS

By: _____
Mayor

By: _____
Chairman

Clerk

Fillmore County Auditor/Treasurer

Business Associate Agreement For Security Compliance

TransMedic Medical Billing and The Harmony Ambulance

This Business Associate Agreement (“BA Agreement”) between the City of Harmony and Transmedic Medical Billing Services (“Transmedic”) (“Business Associate”), with an effective date of 4-01-2023. The parties acknowledge that acceptance of this Agreement by the Business Associate is an essential pre-requisite to providing its contracted services to the City of Harmony.

1. This Agreement is between the parties and is an integral part of that operational aspect of the contract for services between Transmedic and The City of Harmony.
2. This Agreement is executed pursuant to the requirements of the Security Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (“Security Rule”) found at 45 CFR Part 164.
3. The Business Associate of the City of Harmony agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):
 - a. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the e-PHI that it creates, receives, maintains, or transmits on behalf of the THE CITY OF HARMONY.
 - b. Business Associate will ensure that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained, or transmitted on behalf of the THE CITY OF HARMONY agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security, and integrity of e-PHI.
 - c. Business Associate agrees to alert the THE CITY OF HARMONY of any security incident (as defined by the HIPAA Security Rule) of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred and provide a report to the THE CITY OF HARMONY of any loss of data or other information system compromise because of the incident.

d. Business Associate authorizes termination of the BA Agreement if the THE CITY OF HARMONY determines that Business Associate has violated a material term of this Agreement.

Agreed to this 14th day of February 2023

TransMedic Medical Billing

The City of Harmony

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

This contractual agreement made and executed by and between **MI-TECH SERVICES, INC.**, hereinafter referred to as **CONTRACTOR**, and **City of Harmony, MN**, hereinafter referred to as **OWNER**.

CONTRACTOR and **OWNER**, for and in consideration of terms and conditions herein contained, mutually agree as follows:

1. **CONTRACTOR** shall furnish all labor, materials, equipment and services required for the Ground Line Inspection of **OWNER'S** utility poles located within **OWNER'S** Service Area, according to RUS and industry standards, hereinafter referred to as the "work."
2. **CONTRACTOR** shall, in consideration of the mutual convenience herein stated, ground line inspect approximately 500 poles in the **OWNER'S** service area as designated and the sequence of work shall be performed at locations as directed by the **OWNER**.
3. **OWNER** shall furnish the **CONTRACTOR** with maps or digital data showing the locations of poles that are to be inspected.
4. **CONTRACTOR** will not inspect any poles that are inaccessible by Acts of God or by causes beyond control of the **CONTRACTOR**.
5. **CONTRACTOR** shall record all poles inspected on report sheets and/or digital data, either provided by, or in a form acceptable to the **OWNER** as desired.
6. **OWNER** agrees to pay, and the **CONTRACTOR** agrees to accept as full compensation for such work performed and materials used, at the following rates:
7. **OWNER** shall make payments as follows: At the end of each week or end of each month, **CONTRACTOR** shall prepare and furnish **OWNER** with a detailed Summary of Work performed during the said period and the amount due bi-weekly or end of each month following the exact completion of the inspection and provided that the reports and work has been submitted and accepted, subject to adjustment, after final inspection by the **OWNER**.
8. **CONTRACTOR** shall commence work on a mutually agreed upon date, after receiving written notice from **OWNER**.



WWW.MI-TECH.US

920.924.3690
Mi-Tech Services, Inc.
46 S. Rolling Meadows Drive
Fond du Lac, WI 54937

9. Either party may terminate this contract upon thirty days written notice served upon the party by registered mail. Such notice may be addressed to the **OWNER** at his official place of business and the **CONTRACTOR** at 46 S Rolling Meadows Dr, Fond du Lac, WI 54937. Upon such termination, **OWNER** shall pay **CONTRACTOR** for all work performed, in accordance with the terms of this contract on or before thirty days following termination of work and receipt of final bill.
10. **CONTRACTOR** shall obtain required licenses, permits, serve all notices, arrange for inspection, and pay fees and deposits. The work shall comply with all applicable governmental rules, regulations and ordinances.
11. **CONTRACTOR** shall furnish **OWNER** Certificate of Insurance showing Automobile/Truck Liability, Bodily Injury, Public Liability, Workers' Compensation and Property Damage. **OWNER** shall have the right to inspect the original coverage policies of said insurance.
12. **CONTRACTOR** shall plan and conduct the work in a safe, efficient, good and workmanlike manner with its own equipment, according to its own methods, all of which equipment shall belong to and be and remain in the exclusive charge and control of the **CONTRACTOR**, and not subject to control or supervision by **OWNER**. (Not for Hire)
13. Any terms of this agreement, and no oral statement, shall be changed, waived, superseded, supplemented, or modified or otherwise affect the terms and conditions set forth herein except in writing by the parties hereto.
14. **IN WITNESS THEREOF**, the parties hereto have caused this contract to be executed in duplicate by persons duly authorized to do so.

2023 PRICING PROPOSAL VISUAL, SOUND, BORE, PARTIAL EXCAVATE

Quote is based on approximately 500 poles and is quoted on a "per pole" basis unless noted otherwise

A)	VISUAL INSPECTION ONLY – Newer than 10 years	<u>\$5.59</u>
B)	VISUAL, SOUND and BORE	<u>\$8.58</u>
C)	VISUAL, SOUND AND BORE, PARTIAL EXCAVATE	<u>\$12.25</u>
D)	VISUAL,S&B, PARTIAL EXCAVATE w/Liquid Internal Treatment	<u>\$17.45</u>
E)	VISUAL S&B REJECT	<u>\$8.58</u>
F)	VISUAL S&B PARTIAL EXCAVATE REJECT	<u>\$12.25</u>
G)	GPS and Data Collection	<u>Included</u>

POLE INSPECTION • ELECTRICAL ENGINEERING • WORK ORDER INSPECTION • OH/UG DISTRIBUTION DESIGN
• SURVEYING • DRAFTING • RIGHT-OF-WAY ACQUISITION • GIS • DESIGN/BUILD

MILWAUKEE, WI • GREEN BAY, WI • FOND DU LAC, WI • HARRISBURG, PA • TOPEKA, KS • ROGERS, MN

"AN EQUAL OPPORTUNITY EMPLOYER"



WWW.MI-TECH.US

920.924.3690
Mi-Tech Services, Inc.
46 S. Rolling Meadows Drive
Fond du Lac, WI 54937

Indemnity

Each party shall indemnify the other party and save it harmless from and against any and all cost (including reasonable attorney's fees and expenses), claims, actions, damages, liability and expenses in connection with the loss of life, personal injury, and/or damage to property or party's breach of this agreement, except to the extent that such costs (including reasonable attorney's fees and expenses), claims, actions, damages liability and expenses in connection with the loss of life, personal injury and/or damage to property arose out of negligence, willful misconduct or failure to adhere to applicable laws by the other party to this agreement.

Contractors Insurance

Contractor shall provide Company a certificate of general liability insurance with a policy limit of not less than \$1,000,000 per occurrence and \$4,000,000 aggregate for bodily injury, death, and damage or destruction of property, and shall include Dahlberg Light and Power Company as an additional insured party on the Commercial General Liability and Auto Liability policies. All such policies will require that the insurer provide Company at least thirty (30) days prior written notice of any cancelation.

MI-TECH SERVICES, INC.
CONTRACTOR

By: _____

Date: 01/31/2023

OWNER

By: _____

Date: _____

POLE INSPECTION • ELECTRICAL ENGINEERING • WORK ORDER INSPECTION • OH/UG DISTRIBUTION DESIGN
• SURVEYING • DRAFTING • RIGHT-OF-WAY ACQUISITION • GIS • DESIGN/BUILD

MILWAUKEE, WI • GREEN BAY, WI • FOND DU LAC, WI • HARRISBURG, PA • TOPEKA, KS • ROGERS, MN

"AN EQUAL OPPORTUNITY EMPLOYER"



JOHN DEERE

Quote Summary

Prepared For:
CITY OF HARMONY
PO BOX 488
HARMONY, MN 55939

Prepared By:
Ryan Srsen
Preston Equipment Company
21144 Us 52
Preston, MN 55965
Phone: 507-765-3803
Mobile: 507-438-3419
prestonequip@hotmail.com

Quote Id: 28130900
Created On: 27 January 2023
Last Modified On: 27 January 2023
Expiration Date: 03 February 2023

Equipment Summary	Selling Price	Qty	Extended
2010 JD X530 54 DECK, 47" BLOWER - M0X530A054154	\$ 5,000.00 X	1 =	\$ 5,000.00
Equipment Total			\$ 5,000.00

Quote Summary	
Equipment Total	\$ 5,000.00
SubTotal	\$ 5,000.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 5,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 5,000.00

Salesperson : X _____

Accepted By : X _____



February 6, 2023

Mr. Brian Michel
City of Harmony
PO Box 488
Harmony, MN 55939

RE: STAR ENERGY SERVICES LLC PROPOSAL FOR PROJECT #HARMONYCI-23-01
REVISION OF PROPOSAL DATED JANUARY 31, 2023

Dear Mr. Michel:

Thank you for the opportunity to present the following Proposal for NOVA Power Portal™. This Proposal is based on the following specifications and may be changed upon request.

PROJECT DETAILS & PRICING

NOVA Power Portal™

	<i>Price</i>
NOVA Power Portal™ Includes 25 online applications	\$400/Annually*
NOVA Power Portal™ base Utility data setup and initial training	\$800/One-time
Customer Support – STAR assistance with software functionality and additional training	\$160/Hour
Third-party payment account linked to Utility's bank account	2.9% plus \$0.30 per transaction**

*Additional Costs: After 2 applications, a fee of \$200 will be charged for each application.



****Third-Party Payment Account:**

STAR Energy Services has partnered with a secure third-party payment gateway to collect fees in NOVA Power Portal™. All subscribers of NOVA Power Portal™ will be required to have their bank account linked to a free account with the payment gateway programmed into the software (connected to STAR's authorized account with the payment gateway) for the collection of application and interconnection fees on behalf of the Utility. Transaction and processing fees associated with the online payment account are automatically deducted from the application fee. The current fee is 2.9% plus \$0.30 for each transaction. The third-party payment gateway fees are subject to change.

All NOVA Power Portal™ software contracts will have a contract year that runs June 17th through June 16th. For new contracts initiated during the contract year, the cost of the annual subscription will be prorated. After the initial contract year, all renewals will have a June 17th date.

Please note any hours/costs shown above are estimated and actual hours/costs will be invoiced. If you choose to move forward with the project(s) as outlined, please sign below indicating your approval, and return a signed copy to STAR. A formal contract will also be forwarded to your office for signature.

STAR Energy Services LLC

Signature: Lois Croonquist Date: February 6, 2023
Lois Croonquist, CEO

Client Approval

Print Name: _____ Title: _____

Signature: _____ Date: _____
Authorized Representative

CONFIDENTIALITY STATEMENT: STAR and Customer agree that the contents of this document are confidential and that they will not, at any time directly or indirectly make any independent use of, publish, or disclose to any person or organization the contents of this document.

Harmony EDA Minutes

February 2, 2023
7:30 AM

Community Center
Council Room

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

Also Present: Allan Dahl, Erica Thilges, Jill Huffman, Jacqui VanMinsel, Becky Jones, Allison Whalen, Samantha Grabau, Ron Zeigler, and Chris Giesen

The regular meeting was called to order at 7:31 AM by Kerry Kingsley.

Minutes

The board reviewed the minutes of the January 2, 2023 meeting. Motion by Schieber, second by Himlie to approve the minutes as presented. Motion carried unanimously.

Batstone entered the meeting at 7:32 AM.

Financial Reports & Claims

The board reviewed the loan portfolio. All loans were current. There were no payment claims. Motion by Schieber, second by Donney to approve the financial report. Motion carried unanimously.

Guests

The chair recognized two different guests that wished to address the board. Ron Zeigler, President/CEO of CEDA was present to thank the city for its continued support and discussed several updates, new, and ongoing programs provided by CEDA.

Jill Huffman and Jacqui VanMinsel of Harmony Telephone/Spring Grove Communications/MiBroadband/Mabel Telephone were present to give a brief update on the growth of their companies. They mentioned that they now have 22 employees across 3 locations. The fiber to the home project in Harmony is making progress; the system will be ready to turn on in the southeast quadrant of Harmony soon with the southwest and north sides of town following. The entire project should be done in 2023. Huffman noted that local Harmony Telephone employees will help install equipment in Harmony resident's homes.

Harmony Real Estate Update

No report was given due to a last minute scheduling conflict.

New Home Rebate Marketing

Giesen reported that he and Kingsley had issued a press release the prior week and that all of the local TV stations and Rochester Post Bulletin had picked it up, covering the new home rebate program updates.

The board reviewed a quote for new signage to promote the program, similar to what was done with the original program. A quote from Kelly Printing and Signs totaled \$600 for 50 full color double sided signs with posts. The board reviewed the quote and draft artwork. Motion by Himlie, second by Batstone to purchase the signage as quoted using the draft artwork. Motion carried unanimously.

Bike Trail Project

The board discussed the status of the bike trail extension project. Giesen reported that local legislators would soon introduce bills to provide the needed funding to finish the entire bike trail construction. Currently the state has about \$1.4 million from the 2018 bonding bill and because of inflation, another \$4 million is needed to complete the project to the Iowa border and to Niagara Cave. Giesen said he would keep the board posted on the status of the project and legislation.

The board discussed submitting an application to LCCMR for construction funding. Consensus was to have staff submit an application by the March 31, 2023 deadline. It was noted that costs should be included in the grant to provide for project management/oversight.

The poor condition of the current trail from Harmony to Preston was also discussed.

Industrial Park Maintenance

The board discussed maintenance of the industrial park property. Consensus was to get quotes on removing the fence and planting prairie/wildflowers, particularly in the approximately 8 acre portion that is currently farmed with a crop. Giesen will follow up.

Possible Collaborative Project

Giesen discussed a possible collaborative project between multiple existing organizations in the community. After the brief discussion at the last meeting in regards to the historical society's elevator project, Giesen reported that he and others had several conversations about how to help move that project along with other possible projects forward. That, perhaps there would be an opportunity for the board to help coordinate efforts to leverage larger possibilities for the elevator/visitors center/village green area as a whole. Given the area's interesting characteristics, visibility, location, proximity to amenities/downtown, need for renovation in some cases, and that the area is already under public ownership – could an advisory committee made up of interested stakeholders be formed to create a collaborative plan for the area? An example given was, if work is needed at the elevator, visitors center, and with the village green properties, would it be better to coordinate those efforts in conjunction with the other amenities like the trail head, parking, downtown, splash pad, etc... which would result in a better cohesive plan/use of the property and be more attractive for outside sources of funding like grants. Giesen noted that this was merely a preliminary discussion at this point to gauge interest before spending any time on it. He wanted to gauge the board and the city council's interest. Both the historical society and chamber of commerce, along with individual community leaders, have already indicated an interest. He also noted that if anything were to move forward it would likely be a multi year project. The board discussed. Schieber mentioned he would be willing to volunteer for such an advisory committee should it form. Motion by Himlie, second by Schieber to recommend that the

city council consider authorizing an exploratory committee to preliminarily start talking about the opportunity of a refresh to the village green area, in conjunction with existing stakeholders. Motion carried unanimously.

Development Agreement Status Check

The status of the compliance with two development agreements were discussed. It was reported that since the last meeting, the Hammel House agreement payment for 2022 had been received but that the On the Crunchy Side taxes were still unpaid. Donney volunteered to talk with the owners and report back to the board.

Chamber of Commerce Report

Allison Whalen gave the chamber report. Whalen expressed her excitement about a possible project to refresh the village green area. She reported that the recent chamber annual meeting went well and that her board continues to work on an update to their organization's mission, vision, and values statements. She reported that the taste of the trail event lead by Root River Trail towns will be ending its current format but that another event will take its place. She continues to coordinate with CEDA for a March 1st educational event to be held at Harmony Spirits. Chamber board member Erica Thilges reported that the downtown wayfinding signage project is now fully funded and that the signs have been ordered, she was still hoping for installation before April.

Prospects/Community Update

Giesen gave an update on prospects.

Himlie asked the board about crosswalk painting and upgrades to the alley on the east side of Main Ave. Donney recommended he bring those items directly to city council or to a council committee for further discussion.

There was no other business.

Hearing no objections, Kingsley adjourned the meeting. The meeting adjourned at 9:30 AM.

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

Harmony Economic Development Authority

2022 Annual Activity Report (12 months ending December 31, 2022)

The Harmony EDA regularly meets the first Thursday of each month at 7:30 AM at the Community Center. Special meetings are held to accommodate special requests or projects where deadlines were in conflict with the regular meeting schedule.

Meeting frequency:

Meeting Frequency		
	Regular	Special
2022	12	4
2021	12	0
2020	11	1
2019	12	2
2018	12	1

Meeting attendance record:

Member	Meeting Dates																Absences		
	1/6	1/20	2/3	3/3	4/7	5/5	6/2	7/7	7/28	8/11	9/1	10/4	10/6	11/3	12/1	12/8	2022	2021	2020
K. Kingsley	x	x	x	x	x	x	x	x	x		x	x	x	x	x	x	1	-	-
S. Donney	x	x			x	x	x	x	x	x	x	x	x	x	x	x	2	4	3
A. Batstone	x		x	x	x		x		x	x		x	x		x	x	5	2	2
S. Sagen	x	x	x	x	x	x	x	x	x	x	x			x	x		3	1	-
G. Schieber	x	x	x	x	x	x		x	x	x	x	x	x	x	x	x	1	1	n/a

Project Highlights:

KTNS Trucking Corp. Project

- Finalized negotiations for the construction of a corporate headquarters for a transportation business.
- **Approved \$50,000 TIF assistance.**
- Approved a purchase agreement to sell 2.4 acres in the industrial park for the project site at a price of \$100,000.

State Trail Extension Project

- Worked with DNR to finalize trail construction project and finding alternative methods of moving the project forward if the project bid was not successful in 2022.
- Met with state legislators to discuss additional funding in 2023 to complete the trail project.

Zoning and Retail Variety Store Discussion

- Discussed the future vision of the local economy and business community and concerns regarding trends of national retail variety stores potentially causing disruptions.
- Made several recommendations to the planning and zoning commission and city council including to pause the review of zoning applications for such projects until the current zoning code could be examined and updated in ways that might mitigate or minimize concerns.

Dairyland Power Cooperative Expansion Project

- Finished utility project and BDPI grant work.
- Facility opened for operation, final taxable value was higher than originally estimated.

Twin City Trimmers Project

- **Awarded \$19,000** in potential additional tax increment financing to assist with land acquisition costs if the building valuation is higher than estimated due to inflation, and excess increment is collected.
- Assisted further by extending the construction deadline to December 31, 2023 in exchange for payment of the missed TIF payments scheduled for that year.

Industrial Park

- Platted the 2nd Addition to the Harmony Industrial Park.
- Discussed the possible expansion of the industrial park with a nearby landowner who was interested in selling.
- Explored the possibility of selling or leasing the undeveloped land in the park for a utility/investor owned solar farm purposes.
- Reviewed ongoing maintenance needs of the park.

Downtown Revitalization Program

- **Approved \$40,000** forgivable loan to fully repair the exterior brick on a Main Street commercial building.

New Home Construction Rebate Program

- **Awarded 1 rebate totaling \$12,000** creating 2 new living units and \$321,400 in new home value.
- Studied current program status and making updates for 2023, including recommending a broader rebate matrix structure and increasing the maximum rebate amount to \$20,000.
- Continued to receive state, national, and international media attention and interview requests.

Revolving Loan Fund

- **Approved \$25,000** loan to The Shop A Cut Above the Rest salon for the purchase of a Main Street storefront.
- **Approved \$25,000** loan to KTNS Trucking Corp. for the purchase of a lot in the industrial park for their future corporate headquarters.
- **Approved \$25,000** loan to BA Properties for the purchase of a Main Street storefront.
- **Approved \$25,000** loan to Nicole Johnson for the purchase of a Main Street building.
- **Approved \$35,000** loan to On the Crunchy Side for window replacement and tuck pointing, as a part of their Downtown Revitalization Grant award.
- **Approved \$35,000** loan to Vita Partnership for the purchase of new playground safety equipment.
- **Approved \$25,000** loan to Everybody Eats LLC for the renovation of a Main Street building for a new restaurant.
- Updated program fees and processes.
- Processed and collected a defaulted loan.
- Managed loan portfolio and repayments.

Other Grant Awards

- **Awarded \$2,637 grant** for public works & fire rescue safety equipment through MN Dept. of Labor.
- **Awarded \$1,017,750 Small Cities Block Grant** for commercial and residential rehabilitation projects.

General Business Assistance/Other

- **Worked with 48 individual current and/or prospective businesses** in regards to projects, questions, issues, programs, business planning, financial packaging and other general assistance.

Required Reporting

- Project close out & annual report for BDPI Infrastructure Grant to DEED (Dairyland project).
- Annual Business Subsidy Job & Wage Report to DEED (Dairyland project).
- Annual LCCMR land acquisition report (bike trail extension project).
- Annual Minnesota Investment Fund report to DEED (revolving loan fund).

Annual Program Review

- Annual review of Business Subsidy Policy and active program guidelines to ensure effectiveness and ease of use.

Memberships

- Harmony Area Chamber of Commerce
- Minnesota Parks and Trails Council

Revolving Loan Fund Summary:

<u>Active Loan Portfolio</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Total Number of Loans:	13	13	15
New Loans:	7	3	2
Total Principal Amount:	\$327,787	\$324,700	\$381,810
Total Balance Due:	\$243,916	\$203,593	\$218,052
Average Loan Amount:	\$25,214	\$24,977	\$25,454
Cash on Hand Available to Lend:	\$119,673	\$149,812	\$129,267

Loan Portfolio since Inception (1989, Harmony Enterprises Grant)

Total Loans Made:	76
Total Principal Amount:	\$1,346,319
Total Principal Repayments:	\$1,059,172
Total Adjustments:	\$43,486
Total Interest Received:	\$273,842
Average Loan Amount:	\$17,714

Fillmore County Property Valuation Change:

City Wide Tax Base		
Year	EMV	% Change
2022	99,979,000	14.96
2021	86,969,800	14.46
2020	75,984,200	0.93
2019	75,285,100	

Economic Development Authority's Financial Impact on Harmony:

(Excluding loan repayments & fund interest earnings)

	2022	2021	2020
Total Grants Received:	\$1,020,387	\$2,700,663	\$118,631
Total Loans Made:	\$195,000	\$135,000	\$50,000
Total Short Term Project Revenue Leveraged:	\$52,000	\$186,083	\$1,000
Total Long Term Project Revenue Leveraged:	\$69,000	\$361,000	\$132,500
Total Dollars Leveraged for Harmony:	\$1,336,387	\$3,382,746	\$302,131
Total City Levy:	\$804,070	\$775,361	\$745,550
Total EDA Budget:	\$110,000	\$105,000	\$105,000

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

Calls for Service / Patrol Activity:

Reported Date	Title	Street Name
2023-01-02	Suspicious Activity	1st Ave
2023-01-03	Trespass Complaint	1ST AVE
2023-01-03	Trespass Complaint	2nd Ave
2023-01-03	Suspicious Activity	1st Ave
2023-01-04	Parking Complaint	1st ave
2023-01-06	Assist	2nd Ave
2023-01-07	Ambulance	MAIN AVE
2023-01-08	Welfare Check	MAIN AVE
2023-01-09	Civil	3RD AVE
2023-01-10	MAARC	MAIN AVE
2023-01-10	MAARC	MAIN AVE
2023-01-10	MAARC	MAIN AVE
2023-01-12	Theft	Center St
2023-01-13	911 Hang Up	MAIN AVE
2023-01-16	Suspicious Activity	1ST AVE
2023-01-17	MAARC	MAIN AVE
2023-01-17	MAARC	MAIN AVE
2023-01-18	911 Hang Up	3rd AVE
2023-01-22	Suspicious Activity	2nd AVE

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2023-01-24	Bad Check	MAIN AVE
2023-01-24	Court Order Violation	1ST AVE
2023-01-24	Court Order Violation	1ST AVE
2023-01-24	MAARC	MAIN AVE
2023-01-25	Suspicious Activity	1st Ave
2023-01-26	Animal Complaint	MAIN AVE
2023-01-27	Parking Complaint	1st Ave
2023-01-29	Traffic	2ND AVE
2023-01-31	Child Abuse	First Avenue
2023-01-31	Domestic Disturbance	MAIN AVE
2023-01-31	Domestic Disturbance	MAIN AVE