

AGENDA
HARMONY CITY COUNCIL
Regular Meeting

May 14, 2019
7:00 P.M.

Council Room
Community Center

1. Call To Order
2. Roll Call
3. Board of Review
4. Public Forum
5. Consent Agenda
 - a. Minutes
 - b. Claims
 - c. Administrator Report
 - d. Financial Report
 - e. CD
 - f. Wellhead Protection Amendment
 - g. City of Canton Agreement
 - h. Liquor License
 - i. USDA Grant
6. Reports
 - a. Jeremy Kruegel
 - b. Conservation Club
 - c. Utility Committee
 - d. Building & Maintenance Report
 - e. EDA Board
 - f. Park Board
 - g. Library Board
 - h. Arts Board
7. Adjourn

**BACKGROUND INFORMATION
HARMONY CITY COUNCIL
REGULAR MEETING**

**May 14, 2019
7:00 P.M.**

**Council Room
Community Center**

1. Call To Order
2. Roll Call
3. Board of Review-Consider Board of Review Hearing.
4. Public Forum
5. Consent Agenda
 - a. Minutes
 - b. Claims
 - c. Administrator Report-See report.
 - d. Financial Report-See report.
 - e. CD-Cash in CD #43889.
 - f. Wellhead Protection Amendment-Consider approval of Wellhead Protection Plan Amendment-Part 1 associated with Well 3 construction.
 - g. City of Canton Agreement-Consider approval of agreement for city employees to assist City of Canton with fireworks for Canton Day-Off.
 - h. Liquor License-Consider renewal approval of Off-Sale Liquor License for Pam's Corner Convenience.
 - i. USDA Grant-Consider approval of mayor and city administrator to sign necessary paperwork for grant award.
6. Reports
 - a. Jeremy Kruegel-Discuss north lift station access.
 - b. Conservation Club-Kyle Scheevel and Keith McIntosh will be present to consider approval of temporary liquor license and noise permit.
 - c. Utility Committee-Discuss service by Selvig Park. Discuss potential street and utility project for 2020. Discuss consideration of fees for undeveloped lots. Discuss electrical project by football field.
 - d. Building & Maintenance Report
 - e. EDA Board
 - f. Park Board
 - g. Library Board
 - h. Arts Board
7. Adjourn



FILLMORE COUNTY

Preston, MN

2019 ASSESSMENT

LOCAL BOARD OF APPEALS & EQUALIZATION

Local Board & MN DOR Duties & Rules on Equalization
Assessment Summary

House & Site Rates per Taxing District

Fillmore County Land Values

Regional Land Values

Valuation Summary by Taxing District

Estimated Market Value by Taxing District

New Construction Values & History

Local Board of Appeal & Equalization Rules & Duties

- *Can reduce only the total estimated market value of a property, not components of the property
- *Can increase only the total estimated market value of a property, not components of the property
- *Can add properties to the assessment list
- *Can add improvements to the assessment list
- *Can change the classification of a property if it qualifies for the new classification
- *Cannot consider prior year assessments
- *Cannot order percentage increases or decreases for an entire class of property
- *Cannot reduce the aggregate assessment by more than 1 percent
- *Cannot exempt property
- *Cannot make changes benefitting a property owner who refuses entry by the assessor

Appeals must be based on facts. The property owner must present **supporting evidence, i.e current appraisal, comparable sales or properties**, to convince the board that the current year valuation or classification is incorrect. The supporting evidence can be presented

Minnesota Department of Revenue Rules on Equalization

- *Median sales ratios are used for equalization and state board orders
- *6 sales in any taxing district in any property class constitutes a valid sample for state orders
- *Adjusted ratios under 90 percent will result in a state ordered increase
- *Adjusted ratios over 105 percent will result in a state ordered decrease
- *Increases of over 25 percent will not result in further changes
- *Farmland values may be changed if border values are not within 10% of adjoining counties

Fillmore County 2019 Assessment Summary

Agricultural & Rural Vacant Land

44 bareland sales over 34.5 acres (30 prior yr)
Increase to tillable values ~5% (see chart)
Increase to nontillable values ~ 10% (see chart)

13 sales with buildings
No change to Building sites values

Residential 260 sales county-wide (298 prior year)
Majority of the cities had residential value increases based on Sales Study

Commercial

12 sales county wide
No change to values due to sale study

Township and City House, Site, and Levy Rates

ID	Township	House Rate 2019P	House Rate 2020P	Change	Site Value 2019P	Site Value 2020P	Change	Levy 2018P	Levy 2019P	Change %
1	Newburg	\$50.00	\$50.00	\$0.00	\$32,000	\$32,000	\$0	49.380	49.103	(0.277)
3	Preble	\$48.25	\$48.25	\$0.00	\$26,800	\$26,800	\$0	50.509	50.310	(0.199)
4	Norway	\$55.00	\$55.00	\$0.00	\$32,000	\$32,000	\$0	86.782	79.865	(6.917)
8	Canton	\$46.00	\$46.00	\$0.00	\$32,000	\$32,000	\$0	55.061	54.864	(0.197)
10	Amherst	\$53.00	\$53.00	\$0.00	\$32,000	\$32,000	\$0	59.047	71.739	12.692
11	Holt	\$54.00	\$54.00	\$0.00	\$32,000	\$32,000	\$0	87.682	81.583	(6.099)
13	Arendahl	\$70.00	\$70.00	\$0.00	\$37,300	\$37,300	\$0	79.454	73.887	(5.567)
14	Harmony	\$70.00	\$70.00	\$0.00	\$42,500	\$42,500	\$0	61.956	60.357	(1.599)
16	Preston	\$57.50	\$57.50	\$0.00	\$32,000	\$32,000	\$0	55.336	54.269	(1.067)
18	Carrolton	\$66.00	\$66.00	\$0.00	\$37,300	\$37,300	\$0	65.169	62.892	(2.277)
20	Pilot Mound	\$66.00	\$66.00	\$0.00	\$37,300	\$37,300	\$0	57.079	69.650	12.571
21	Bristol	\$58.00	\$58.00	\$0.00	\$32,000	\$32,000	\$0	60.163	58.388	(1.775)
22	Carimona	\$57.50	\$57.50	\$0.00	\$32,000	\$32,000	\$0	63.833	61.769	(2.064)
23	Fountain	\$57.50	\$57.50	\$0.00	\$37,300	\$37,300	\$0	59.616	57.536	(2.080)
25	Chatfield	\$76.00	\$76.00	\$0.00	\$47,800	\$47,800	\$0	74.392	72.681	(1.711)
27	York	\$59.00	\$59.00	\$0.00	\$32,000	\$32,000	\$0	56.367	54.728	(1.639)
28	Forestville	\$56.25	\$56.25	\$0.00	\$32,000	\$32,000	\$0	67.912	67.640	(0.272)
29	Fillmore	\$58.50	\$64.00	\$5.50	\$32,000	\$32,000	\$0	64.789	64.054	(0.735)
31	Jordan	\$66.25	\$66.25	\$0.00	\$53,000	\$53,000	\$0	73.869	66.268	(7.601)
32	Beaver	\$56.25	\$56.25	\$0.00	\$37,300	\$37,300	\$0	63.607	63.927	0.320
33	Bloomfield	\$64.00	\$64.00	\$0.00	\$37,300	\$37,300	\$0	64.331	63.658	(0.673)
35	Spring Valley	\$65.00	\$57.00	(\$8.00)	\$47,800	\$47,800	\$0	63.864	63.891	0.027
37	Sumner	\$76.50	\$76.50	\$0.00	\$53,000	\$53,000	\$0	66.430	65.134	(1.296)

Note: Some Twps have more than one levy rate that is not shown on this list

Township and City House, Site, and Levy Rates

ID	City	House Rate 2019P	House Rate 2020P	Change	Prime Lot Sq Ft	Lot Value 2019P	Lot Value 2020P	Change	Levy 2018P	Levy 2019P	Change %
2	Mabel	\$42.00	\$47.00	\$5.00	10000	\$1.35	\$1.35	\$0.00	181.055	183.697	2.642
5	Rushford Vill.	\$65.00	\$65.00	\$0.00	10000	\$1.75	\$1.75	\$0.00	102.381	96.514	(5.867)
6	Rushford City	\$68.00	\$81.00	\$13.00	10000	\$2.25	\$2.25	\$0.00	152.255	146.528	(5.727)
7	Peterson	\$57.00	\$57.00	\$0.00	14000	\$1.00	\$1.00	\$0.00	175.639	148.407	(27.232)
9	Canton	\$49.50	\$49.50	\$0.00	10000	\$1.05	\$1.05	\$0.00	143.312	134.244	(9.068)
12	Whalan	\$63.75	\$63.75	\$0.00	12000	\$1.50	\$1.50	\$0.00	78.627	90.153	11.526
15	Harmony	\$54.00	\$62.00	\$8.00	10000	\$1.50	\$1.50	\$0.00	136.866	139.876	3.010
17	Preston	\$54.00	\$61.00	\$7.00	10000	\$1.65	\$1.65	\$0.00	164.813	167.515	2.702
19	Lanesboro	\$78.00	\$92.00	\$14.00	14000	\$2.10	\$2.10	\$0.00	140.689	164.894	24.205
24	Fountain	\$70.50	\$81.00	\$10.50	14000	\$1.40	\$1.40	\$0.00	111.909	110.416	(1.493)
26	Chatfield	\$83.00	\$99.00	\$16.00	10000	\$2.50	\$2.50	\$0.00	160.548	172.839	12.291
30	Wykoff	\$50.00	\$62.50	\$12.50	10000	\$1.50	\$1.50	\$0.00	145.612	138.657	(6.955)
34	Ostrander	\$45.00	\$45.00	\$0.00	10000	\$1.10	\$1.10	\$0.00	169.863	192.453	22.590
36	Spring Valley	\$65.00	\$77.00	\$12.00	10000	\$1.75	\$1.75	\$0.00	161.609	162.22	0.611

Assessment Land Values Payable Year												
Code	Class	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
3000	A	\$3,500	\$3,700	\$4,000	\$5,000	\$6,200	\$7,400	\$7,400	\$7,100	\$7,100	\$7,100	\$7,400
3500	A-	\$3,400	\$3,600	\$3,900	\$4,900	\$6,100	\$7,300	\$7,300	\$6,900	\$6,900	\$6,900	\$7,200
4000	B	\$3,300	\$3,500	\$3,800	\$4,800	\$6,000	\$7,200	\$7,100	\$6,600	\$6,600	\$6,600	\$6,900
4500	B-	\$3,200	\$3,400	\$3,700	\$4,700	\$5,900	\$7,100	\$7,000	\$5,800	\$5,800	\$5,800	\$6,400
5000	C	\$3,100	\$3,300	\$3,500	\$4,500	\$5,800	\$7,000	\$6,900	\$5,100	\$5,100	\$5,100	\$5,600
5500	C-	\$3,000	\$3,200	\$3,400	\$4,400	\$5,700	\$6,900	\$6,800	\$4,300	\$4,300	\$4,300	\$4,700
6100	PS	\$2,900	\$2,900	\$2,900	\$2,600	\$2,400	\$2,700	\$2,800	\$2,400	\$2,900	\$2,900	\$3,200
7000	WD	\$2,900	\$2,900	\$2,900	\$2,600	\$2,200	\$2,500	\$2,600	\$1,600	\$2,000	\$2,000	\$2,500
8000	WS	\$2,900	\$2,900	\$2,900	\$2,000	\$1,800	\$1,800	\$1,900	\$900	\$1,200	\$1,200	\$1,300
GA 6100	GA PS	\$2,000	\$1,700	\$1,700	\$2,000	\$2,000	\$2,200	\$2,300	\$2,400	\$2,900	\$2,900	\$3,200
GA 7000	GA WD	\$1,000	\$850	\$850	\$1,000	\$1,000	\$1,100	\$1,200	\$1,600	\$2,000	\$2,000	\$2,500
GA 8000	GA WS	\$1,000	\$850	\$850	\$1,000	\$1,000	\$1,000	\$1,100	\$900	\$1,200	\$1,200	\$1,300
15100	S Rec	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,200	\$2,500	\$3,000	\$3,000	\$3,300
PS	Means	Pasture		TAXABLE MARKET VALUE IF NOT ENROLLED IN GREEN ACRES OR RURAL PRESERVE				TAXABLE MARKET VALUE IF ENROLLED N GREEN ACRES OR RURAL PRESERVE				
WD	Means	Woods										
WS	Means	Waste		Orange Shaded Area				Green Shaded Area				
GA	Means	Green Acres										
RP	Means	Rural Preserve										
S Rec	Means	Seasonal Recreational Land										
Updated 3/29/19		Located					Notes	GA/RP Values are provided by the DOR				
F:\Land Information\ Assessed Land Values by Year.xlsx						If the Land Taxable Market Value and the GA/RP are the same for a given year there is no Tax Deferral for that Year.						

AG LAND VALUES
100% CER--REGION I
2019 Assessment

	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Dodge	2250	2400	2600	3100	3500	3600	4150	4400	4900	5300	5850	7000	9300	9800	9800	9000	8500	8500	9800
Fillmore	1700	1850	1950	2150	2450	2750	2800	3200	3500	3700	4000	5000	6200	7400	7400	7100	7100	7100	7400
Freeborn	2200	2200	2300	2700	3300	3500	3700	4000	4800	5100	5600	6500	9100	10000	9000	9000	8500	7500	10000
Goodhue	2318	3118	3301	3294	4148		4461	5211	5684	5684	6160	6800	8500	8500	8500	8100	8100	8300	8500
Houston	1550	2000	2100	2225	2500	2900	3200	3600	3800	3800	4300	5000	6500	7500	7500	6900	6900	6900	7500
Mower	2450	2650	2750	3150	3400	3900	4400	4600	5150	5700	6000	7300	10600	10600	10100	9900	9000	9000	10600
Olmsted	2200	2450	2900	3350	3700	3850	4100	4100	4400	4575	4575	5400	7560	8165	8600	8600	8100	8140	8165
Rice	2400	3650	4200	5265	6100	6500	6500	6500	5900	5300	4800		6200	6600	6600	6600	6600	6600	6600
Steele	2200	2400	2520	2800	3300	3750	4150	4550	5000	5000	5300	6400	8400	9900	9200	9000	8300	8300	9900
Wabasha	2050	2150	2300	2425	2825		3250	4250	4500	4550	4800	5600	6750	7400	7400	7400	7400	7600	7400
Waseca	2400	2800	3080	3100	3500		4400	4850	5300	5800	6100	6900	9100	10900	9300	9300	8900	9107	10900
Winona	2000	1800	1950	2400	2800	3000	3400	4100	4100	4100	4300	4800	7000	8000	8400	7700	7700	7600	8000

2019A ESTIMATED MARKET VALUE TOTAL PER TAXING DISTRICT

These numbers are rounded by taxing district

<u>TOWNSHIP</u>	<u>2018 ASSESSMENT</u>	<u>% Inc/Dec</u>	<u>2019 ASSESSMENT</u>
AMHERST	\$135,522,000	6.46%	\$144,273,200
ARENDAHL	\$133,557,900	6.10%	\$141,705,300
BEAVER	\$159,353,100	4.21%	\$166,054,100
BLOOMFIELD	\$152,351,900	4.80%	\$159,665,900
BRISTOL	\$146,052,300	6.31%	\$155,273,400
CANTON	\$139,615,200	6.63%	\$148,873,800
CARIMONA	\$132,236,200	6.19%	\$140,419,600
CARROLTON	\$135,461,700	6.20%	\$143,864,800
CHATFIELD	\$142,019,800	5.64%	\$150,023,000
FILLMORE	\$148,023,500	5.38%	\$155,983,100
FORESTVILLE	\$136,145,200	5.65%	\$143,837,000
FOUNTAIN	\$138,435,400	6.13%	\$146,927,500
HARMONY	\$150,558,000	5.62%	\$159,019,900
HOLT	\$110,967,300	5.90%	\$117,512,700
JORDAN	\$136,672,600	5.97%	\$144,826,800
NEWBURG	\$148,472,400	5.56%	\$156,721,300
NORWAY	\$127,986,500	6.40%	\$136,180,800
PILOT MOUND	\$127,969,800	6.21%	\$135,918,600
PREBLE	\$114,420,600	7.12%	\$122,568,900
PRESTON	\$128,218,700	6.82%	\$136,957,200
SPRING VALLEY	\$153,422,900	3.38%	\$158,608,400
SUMNER	\$177,500,800	4.61%	\$185,690,200
YORK	\$157,204,300	4.84%	\$164,809,400
TOWNSHIP TOTAL	\$3,232,168,100	5.68%	\$3,415,714,900

**EMV TOTAL PER DISTRICT
EXCEPT EXEMPT AND PUBLIC UTILITIES
Page 2**

<u>CITIES</u>	<u>2018 ASSESSMENT</u>	<u>%Inc/Dec</u>	<u>2019 ASSESSMENT</u>
CANTON	\$17,701,900	0.79%	\$17,841,600
CHATFIELD	\$147,017,800	14.03%	\$167,648,500
FOUNTAIN	\$29,229,900	9.42%	\$31,982,800
HARMONY	\$78,842,400	9.78%	\$86,552,000
LANESBORO	\$77,849,400	10.00%	\$85,637,900
MABEL	\$35,771,700	8.31%	\$38,744,500
OSTRANDER	\$13,406,200	1.14%	\$13,559,400
PETERSON	\$12,746,200	2.37%	\$13,048,800
PRESTON	\$102,011,100	5.76%	\$107,887,400
RUSHFORD	\$140,209,000	10.36%	\$154,738,800
RUSHFORD VI	\$137,888,400	4.75%	\$144,431,500
SPRING VALLEY	\$152,921,000	10.71%	\$169,305,100
WHALAN	\$9,036,200	3.00%	\$9,307,200
WYKOFF	\$27,440,000	-1.51%	\$27,024,700
CITY TOTAL	\$982,071,200	8.72%	\$1,067,710,200

SUMMARY

TOWNSHIP TOTAL	\$3,232,168,100	5.68%	\$3,415,714,900
CITY TOTAL	\$982,071,200	8.72%	\$1,067,710,200
COUNTY TOTAL	\$4,214,239,300	6.39%	\$4,483,425,100

FILLMORE COUNTY
NEW CONSTRUCTION HISTORY (actual yr blt)

NAME OF TWP	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
AMHERST	112,200	188,300	486,200	244,600	307,700	299,000	463,700	783,200	302,400	1,050,600	861,600
ARENDAHL	470,800	489,500	256,700	505,700	546,300	151,200	513,200	323,200	110,000	480,400	480,100
BEAVER	677,000	1,081,100	155,900	245,000	404,700	178,800	141,000	733,700	60,000	141,100	266,700
BLOOMFIELD	338,400	427,600	418,800	418,100	119,700	241,400	198,800	183,400	673,900	463,700	326,700
BRISTOL	42,600	380,700	354,500	482,700	554,100	195,900	211,600	421,900	288,900	390,200	498,400
CANTON	145,100	160,600	737,600	223,400	275,100	370,500	174,000	605,700	562,300	495,700	376,000
CARIMONA	1,474,800	1,814,500	938,300	2,163,000	429,600	737,300	386,300	340,000	193,300	530,400	344,500
CARROLTON	330,800	294,300	745,400	540,100	350,200	570,400	502,000	651,200	967,800	869,500	287,400
CHATFIELD	284,100	1,159,800	458,000	557,200	96,900	1,309,600	488,200	477,200	304,600	734,300	396,500
FILLMORE	13,800	926,200	645,100	913,100	395,000	774,300	462,000	584,100	83,200	279,600	188,600
FORESTVILLE	100,000	49,300	163,300	534,600	203,200	470,000	450,700	521,600	365,500	548,400	131,300
FOUNTAIN	0	616,300	709,600	417,300	930,900	149,100	158,000	292,200	507,100	1,151,500	633,900
HARMONY	72,700	265,500	640,500	706,200	546,200	162,500	274,800	90,300	522,400	616,400	442,500
HOLT	290,700	221,600	312,000	128,600	604,500	436,400	753,000	384,300	77,400	651,300	108,800
JORDAN	51,900	252,900	233,800	375,500	654,800	178,900	734,100	1,121,600	101,000	70,200	275,400
NEWBURG	165,200	410,200	322,300	1,074,300	524,600	490,500	515,000	1,591,600	399,900	632,900	704,500
NORWAY	352,200	259,700	122,400	203,800	1,247,600	297,900	514,500	235,100	375,000	800,700	181,900
PILOT MOUND	475,800	228,900	221,800	230,100	388,700	745,400	148,200	148,000	345,800	707,000	779,100
PREBLE	306,800	244,800	186,200	216,400	217,100	141,900	214,700	388,400	225,600	523,000	185,500
PRESTON	171,300	440,300	456,400	362,100	699,000	995,900	872,800	477,400	1,006,400	752,500	322,200
SPRING VALLEY	0	731,200	293,200	531,100	631,900	375,100	718,900	619,000	342,400	1,678,100	274,200
SUMNER	207,500	112,900	637,500	1,102,300	300,100	402,000	162,500	558,400	399,500	600,500	433,400
YORK	319,500	731,000	276,100	259,600	405,000	180,500	2,200	47,800	703,800	1,082,800	550,900
TOTAL TWP	6,403,200	11,487,200	9,771,600	12,434,800	10,832,900	9,854,500	9,060,200	11,579,300	8,918,200	15,250,800	9,050,100

NAME OF CITY	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
CANTON	25,100	12,500	1,400	15,900	222,500	68,400	255,700	8,000	1,100	50,200	0
CHATFIELD	984,300	1,481,600	974,900	89,500	914,400	1,326,000	1,019,200	3,649,800	1,951,300	3,916,300	4,783,400
FOUNTAIN	10,400	0	23,100	4,800	209,100	106,900	18,400	245,100	52,300	326,800	400,900
HARMONY	911,000	464,500	219,100	150,500	198,800	427,600	363,500	1,407,900	194,700	630,700	1,076,300
LANESBORO	2,655,200	445,100	398,000	203,800	283,300	431,700	126,900	128,600	198,700	935,400	105,100
MABEL	251,800	1,252,400	107,500	31,700	39,200	166,400	144,800	72,400	164,400	524,000	783,400
OSTRANDER	73,000	1,424,700	7,000	0	70,600	0	0	133,600	0	0	0
PETERSON	46,600	1,800	0	0	3,400	0	59,200	226,900	31,400	0	196,400
PRESTON	169,200	415,600	89,100	531,100	80,600	803,300	2,037,400	199,800	1,689,300	414,800	310,500
RUSHFORD	7,204,400	1,846,700	700,900	1,145,400	615,200	2,355,400	1,120,100	268,100	480,500	295,700	1,345,200
RUSHFORD VIL	5,669,500	525,800	338,800	386,200	1,335,400	2,294,900	678,200	256,100	162,600	748,400	527,200
SPRING VALLEY	496,700	345,300	761,500	454,300	170,500	1,805,900	1,093,700	1,270,400	1,880,900	1,494,200	1,306,000
WHALAN	0	150,000	0	1,700	35,200	399,100	649,700	1,800	16,000	0	183,000
WYKOFF	7,300	29,400	88,000	603,200	458,000	38,100	212,200	19,700	0	57,400	0
TOTAL CITY	18,504,500	8,395,400	3,709,300	3,618,100	4,636,200	10,223,700	7,779,000	7,888,200	6,823,200	9,393,900	11,017,200
TOTAL TWP/CIT	#REF!	24,907,700	19,882,600	13,480,900	16,052,900	15,469,100	20,078,200	16,839,200	19,467,500	24,644,700	20,067,300

A Regular meeting of the Harmony City Council was called to order by Mayor Steve Donney at 6:30 PM. Present were Mayor Donney, Steve Sagen, Debbie Swenson, Tony Webber and Lynn Mensink; Attorney Greg Schieber, Terry Bigalk, Chris Johnson, Corey Whalen, Ron Vikre, Rochelle Alden, Tom Olinger, Shannon Onsager, Ralph Beaström, Lynn Arnold, Hannah Wingert, Charlie Warner and Eileen Schansberg. Absent was Administrator Jerome Illg.

2018 AUDIT REPORT:

Tom Olinger with Abdo, Eick, and Meyers CPA Firm presented the 2018 Audit. Olinger stated a Receipt Point of Sales would be useful and our current Banyon Software does have a program for it.

Motion by Swenson and seconded by Sagen to accept the 2018 Audit Report as given. All present voting yes. Motion carried.

PUBLIC FORUM:

No one appeared for Public Forum.

CONSENT AGENDA:

Motion by Webber and seconded by Mensink to approve the Consent Agenda which consisted of the Minutes to the March 12, 2019 meeting and Joint Meeting, the Claims, Administrator's Report, Financial Report, Cash in CD #43888 to the General Fund, and approve the City Prosecution Contract with Fillmore County. City Attorney Greg Schieber explained the Prosecution Contract. All present voting yes. Motion carried.

BOARD OF APPEALS & EQUALIZATION: (BOARD OF REVIEW)

Mayor Donney opened the Board of Review at 7:00 PM. County Assessors Ron Vikre and Roxanne Alden discussed the process for tax values for the City of Harmony. An error was made in the original tax statements so a revised statement has been sent to replace the first statement. Vikre explained the sales and how values are determined and the process one needs to follow in order for the Board to consider a change. Two patrons visited with the Assessors regarding their property values. Motion by Mensink and seconded by Sagen to reconvene the hearing on May 14th at 7:00 PM because of the time that is necessary for the corrected tax statements. All present voting yes. Motion carried.

UTILITY COMMITTEE:

Discussion on the costs to repair the street sweeper. A recommendation from the Utility Committee to purchase a used refurbished 2011 Elgin Pelican sweeper from MacQueen Equipment rather than repair ours. Motion by Swenson and seconded by Mensink to purchase the sweeper with trade of ours not to exceed \$124,000 utilizing excess capital project funds from earmarked for plow truck replacement. All present voting yes. Motion Carried.

The Conservation Club asked if the service in Selvig Park could be upgraded from 100 amp to 200 amp as they wanted to have a band for the 4th of July celebration that needed a 200-amp service for their equipment. An estimate was requested for consideration at the next meeting.

BUILDING & MAINTENANCE:

The Sampler Refrigerator at the Wastewater plant is not working. It was recommended to get a couple of estimates and bring to the Utility Committee. The council had no objections to the Utility Committee making a decision on the purchase of a new one.

EDA BOARD:

EDA recommended approval for a \$25,000 loan for 7 years at 5%. Motion by Sagen and seconded by Swenson to approve the loan. All present voting yes. Motion carried.

Reviewed the 'Experience Harmony' recommendations from patrons to improve the city.

PARK BOARD:

Working on settling Harmony Rec transportation issues.
Plan to tour the Parks at the May Meeting.

Administrator Illg joined the meeting at 8:10 PM.

LIBRARY BOARD:

Received a check for \$531 from the recycling clothing bin. Was placed in the SELCO Fund.
Getting estimates to lease another copier as their lease is almost up. It was recommended that Administrator Illg review the financial options of leasing versus purchasing before any action is taken.

ARTS BOARD:

The Poetry Slam held at Estelle's Bar & Eatery was very successful.
Discussion held on the monetary contribution to the school events and whether Preston had an Arts Board that was also helping to support the school funding.

Upon no further business, Mayor Donney adjourned the meeting.

Mayor Steve Donney

Eileen Schansberg, Deputy Clerk

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 101 General Fund					
General Fund		Union Central Pension Fund	CENTRAL PENSION FUND	union pension contribution	\$276.00
General Fund		Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union health insurance	\$3,720.00
General Fund		Union Dues	IUOE LOCAL #49	Union dues	\$105.00
General Fund		NCPERS Insurance	NCPERS GROUP LIFE INS	511800	\$48.00
General Fund		Life Insurance	USABLE LIFE	101421301G	\$75.10
General Fund	Administration	Copy/Fax Supplies	1 SOURCE	paper	\$47.55
General Fund	Administration	Copy/Fax Supplies	1 SOURCE	toner	\$82.26
General Fund	Administration	Dues	MCFOA	19-20 dues	\$45.00
General Fund	Administration	Dues	MN ASSOC OF SMALL CITIES	19-20 dues	\$609.45
General Fund	Administration	General Operating Supplies	1 SOURCE	cork board	\$118.81
General Fund	Animal Control	General Operating Supplies	HARMONY FOODS	cat food	\$7.53
General Fund	Civil Defense	Telephone	HARMONY TELEPHONE COMPANY	Sirens/DSL Phone	\$89.58
General Fund	Community Center	Building Repair Materials	KINGSLEY MERCANTILE	Comm Ctr supplies	\$40.73
General Fund	Community Center	Cleaning Supplies	DALCO	floor finish/cleaning supplies	\$160.00
General Fund	Community Center	Cleaning Supplies	DALCO	floor finish	\$103.75
General Fund	Community Center	Cleaning Supplies	DALCO	paper towels	\$120.90
General Fund	Community Center	Cleaning Supplies	HARMONY FOODS	dish soap	\$6.42
General Fund	Community Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Comm Ctr	\$2,114.99
General Fund	Community Center	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Comm Ctr	\$420.10
General Fund	Community Center	General Operating Supplies	HARMONY FOODS	zip bags	\$5.98
General Fund	Community Center	General Operating Supplies	KINGSLEY MERCANTILE	glue/screws/batteries/washers	\$56.27
General Fund	Community Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chevy pickup	\$51.45
General Fund	Community Center	Other Equipment	CUSTOM COMMUNICATIONS, INC	install Automatic lock on Front door	\$4,380.00
General Fund	Community Center	Repair/Maint Vehicles	PRESTON AUTO PARTS	oil filter	\$3.82
General Fund	Community Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Comm Ctr	\$54.91
General Fund	Community Center	Small Tools and Minor Equip	KINGSLEY MERCANTILE	broom/vice grips/sawzall blades/screwdriv	\$64.56
General Fund	Community Center	Telephone	HARMONY TELEPHONE COMPANY	Admin Phone/DSL	\$215.92
General Fund	Community Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Comm Ctr	\$36.18
General Fund	Community Events	General Operating Supplies	AMERICAN LEGION	American flags 8	\$150.00
General Fund	Community Events	General Operating Supplies	HARMONY FOODS	water	\$4.99
General Fund	Community Events	General Operating Supplies	HARMONY FOODS	water	\$14.97
General Fund	Community Events	General Operating Supplies	HARMONY FOODS	water/treats	\$13.30
General Fund	Community Events	General Operating Supplies	J & M DISPLAYS, INC	Fireworks-4th of July	\$6,500.00
General Fund	Ice & Snow Removal	Equipment Parts	IRONSIDE TRAILER SALES & SERVI	parts for Sander	\$131.50
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	KWIK TRIP,INC	diesel/gas tractor skidsteer	\$82.44
General Fund	Legal Services	Legal Fees	FILLMORE COUNTY ATTORNEY	legal service for April to 5/1	\$966.50

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
General Fund	Legal Services	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	legal services for April	\$333.50
General Fund	Personnel Administration	General Operating Supplies	CULLIGAN	wellness program	\$74.15
General Fund	Personnel Administration	General Operating Supplies	ILLG, JEROME	Wellness Program	\$84.54
General Fund	Personnel Administration	General Operating Supplies	USA BLUEBOOK	safety glasses	\$48.73
General Fund	Personnel Administration	Uniforms	WHALEN, COREY	Union clothing allowance	\$42.59
General Fund	Police Department	Contractual Services	FILLMORE COUNTY SHERIFF	1st Qtr Sheriff Contract	\$25,284.94
General Fund	Police Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Squad	\$412.46
General Fund	Police Department	Telephone	HARMONY TELEPHONE COMPANY	Police Phone	\$44.66
General Fund	Public Works Buildings	Cleaning Supplies	HARMONY FOODS	bathroom tissue	\$8.95
General Fund	Public Works Buildings	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Shop	\$250.50
General Fund	Public Works Buildings	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Shop	\$406.93
General Fund	Public Works Buildings	General Operating Supplies	KINGSLEY MERCANTILE	shop supplies	\$80.70
General Fund	Public Works Buildings	General Operating Supplies	MISSISSIPPI WELDERS SUPPLY CO	oxygen cylinders	\$51.30
General Fund	Public Works Buildings	Repair/Maint Bldg/Structures	HAHN LUMBER CO	skylight	\$79.90
General Fund	Public Works Buildings	Repair/Maint Bldg/Structures	SPRING VALLEY OVERHEAD DOOR	adjust Shop west door	\$75.00
General Fund	Public Works Buildings	Small Tools and Minor Equip	KINGSLEY MERCANTILE	ratchet set/trowel	\$41.39
General Fund	Public Works Buildings	Taxes, Licenses & Permits	MN DEPT OF LABOR & INDUSTRY	air compressor tank licensure	\$10.00
General Fund	Public Works Buildings	Telephone	HARMONY TELEPHONE COMPANY	Shop DSL	\$44.95
General Fund	Public Works Buildings	Water Utilities	HARMONY PUBLIC UTILITIES	water-shop	\$23.37
General Fund	Streets	Motor Fuels/Lubricants	KWIK TRIP,INC	gas 1 ton	\$96.44
General Fund	Streets	Motor Fuels/Lubricants	RUN RIGHT POWER LLC	premix & 4 stroke fuel	\$61.95
General Fund	Streets	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-	\$96.26
General Fund	Streets	Repair/Maint Vehicles	PRESTON AUTO PARTS	oil filter	\$3.84
General Fund	Streets	Small Tools and Minor Equip	ELAN FINANCIAL SERVICES	cement mixer	\$427.49
General Fund	Tourism Programs	Lodging Tax	HARMONY CHAMBER OF COMMERCE	lodging tax 1st Qtr Harmony Tourism	\$225.15
General Fund	Visitor Center	Building Repair Materials	KINGSLEY MERCANTILE	washers	\$1.44
General Fund	Visitor Center	Cleaning Supplies	DALCO	cleaning supplies	\$76.83
General Fund	Visitor Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Vis Ctr	\$139.50
General Fund	Visitor Center	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Vis Ctr	\$253.91
General Fund	Visitor Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chevy pickup	\$51.44
General Fund	Visitor Center	Repair/Maint Vehicles	PRESTON AUTO PARTS	oil filter	\$3.82
General Fund	Visitor Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Vis Ctr	\$26.60
General Fund	Visitor Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Vis Ctr	\$17.54
Fund 101 General Fund					\$49,804.73
Fund 201 DTED Revolving Loan Program					
DTED Revolving Loan Pr	Loan Programs	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	loan recording fees Ellis-Onsager	\$258.50
DTED Revolving Loan Pr	Loan Programs	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	loan recording fees Harmony Spirit	\$378.50

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 201 DTED Revolving Loan Program					\$637.00
Fund 211 Library Fund					
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audio books	\$31.46
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audio books	\$19.24
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audio books	\$126.46
Library Fund	Library	Media-Books	BAKER & TAYLOR	book	\$16.19
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$41.02
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVD	\$18.45
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$33.82
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$233.72
Library Fund	Library	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Van	\$11.58
Library Fund	Library	Office Equip	AMAZON CAPITAL SERVICES	audio cables	\$51.18
Library Fund	Library	Office Equip	AMAZON CAPITAL SERVICES	Projector/accessories/screen	\$359.77
Library Fund	Library	Printed Forms	SOUTHEASTERN LIBRARIES COOP	Mailers & SMS notices	\$19.25
Library Fund	Library	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Basic Services & PC Support	\$589.32
Library Fund	Library	Telephone	HARMONY TELEPHONE COMPANY	Library Phone	\$49.13
Fund 211 Library Fund					\$1,600.59
Fund 222 Fire Fund					
Fire Fund	Fire Department	Dues	MINN STATE FIRE CHIEFS ASSOC	dues for 2019	\$93.00
Fire Fund	Fire Department	Equipment Parts	ANCOM TECHNICAL CENTER	Batteries for pagers & 1 radio	\$330.00
Fire Fund	Fire Department	General Notices and Pub Info	BLUFF COUNTRY NEWSPAPER GROUP	Volunteer Thank You	\$132.00
Fire Fund	Fire Department	General Operating Supplies	KINGSLEY MERCANTILE	light for Pull Tab Box	\$7.79
Fire Fund	Fire Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas/diesel	\$213.83
Fire Fund	Fire Department	Small Tools and Minor Equip	CLAREY S SAFETY EQUIPMENT, INC	2 helmets/flashlight	\$601.60
Fire Fund	Fire Department	Training Fees	RIVERLAND COMMUNITY COLLEGE	training 5 firemen	\$600.00
Fire Fund	Fire Stations and Bldgs	Building Repair Materials	KINGSLEY MERCANTILE	ball valves/nipples	\$50.34
Fire Fund	Fire Stations and Bldgs	Building Repair Materials	M. PETERS ENTERPRISES	Flags for Firehall	\$268.44
Fire Fund	Fire Stations and Bldgs	Cleaning Supplies	HARMONY AGRI SERVICES	softner salt	\$27.86
Fire Fund	Fire Stations and Bldgs	Cleaning Supplies	HARMONY FOODS	bathroom tissue	\$8.39
Fire Fund	Fire Stations and Bldgs	Cleaning Supplies	HARMONY FOODS	bleach	\$7.90
Fire Fund	Fire Stations and Bldgs	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Firehall	\$289.50
Fire Fund	Fire Stations and Bldgs	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Firehall	\$157.45
Fire Fund	Fire Stations and Bldgs	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Firehall	\$24.85
Fire Fund	Fire Stations and Bldgs	Telephone	HARMONY TELEPHONE COMPANY	Fire Phone	\$43.93
Fire Fund	Fire Stations and Bldgs	Water Utilities	HARMONY PUBLIC UTILITIES	water-Firehall	\$16.38
Fund 222 Fire Fund					\$2,873.26

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 223 Ambulance Fund					
Ambulance Fund		Ambulance Accounts Receivab	AMBULANCE REFUNDS	refund overpmt M Lange	\$88.90
Ambulance Fund	Ambulance Service	Equipment Parts	AMAZON CAPITAL SERVICES	batteries for AEDs/pagers	\$55.20
Ambulance Fund	Ambulance Service	Financial Services Fees	EXPERT T BILLING	March amb billing	\$420.00
Ambulance Fund	Ambulance Service	General Notices and Pub Info	BLUFF COUNTRY NEWSPAPER GROUP	Volunteer Thank You	\$132.00
Ambulance Fund	Ambulance Service	Medical and Dental Fees	GOLD CROSS AMBULANCE	Intercept chgs HF	\$348.26
Ambulance Fund	Ambulance Service	Medical Supplies	ELAN FINANCIAL SERVICES	Life Vac travel kits	\$147.85
Ambulance Fund	Ambulance Service	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	Amb supplies	\$86.86
Ambulance Fund	Ambulance Service	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	over payment last month	-\$70.00
Ambulance Fund	Ambulance Service	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	medical oxygen	\$33.34
Ambulance Fund	Ambulance Service	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	medical oxygen	\$33.34
Ambulance Fund	Ambulance Service	Motor Fuels/Lubricants	KWIK TRIP,INC	diesel-Amb	\$358.21
Ambulance Fund	Ambulance Service	Motor Fuels/Lubricants	SEVERSON OIL CO.	diesel-Amb	\$74.89
Ambulance Fund	Ambulance Service	Repair/Maint Vehicles	DECORAH AUTO CENTER	full service oil chg	\$103.26
Ambulance Fund	Ambulance Service	Telephone	VERIZON WIRELESS	cell service-Amb	\$47.59
Ambulance Fund	Ambulance Service	Training Fees	ELAN FINANCIAL SERVICES	Digital CPR Bank Emp	\$109.62
Fund 223 Ambulance Fund					\$1,969.32
Fund 251 Park Fund					
Park Fund	Parks	Cleaning Supplies	TEIGEN PAPER & SUPPLY	extra heavy duty garbage bags 10 cs	\$550.50
Park Fund	Parks	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Parks	\$162.58
Park Fund	Parks	Equipment Parts	ELAN FINANCIAL SERVICES	Disc Golf basket Pole	\$206.75
Park Fund	Parks	General Operating Supplies	KINGSLEY MERCANTILE	park supplies	\$69.51
Park Fund	Parks	Motor Fuels/Lubricants	RUN RIGHT POWER LLC	4 stoke fuel	\$19.95
Park Fund	Parks	Repair/Maint Other Improve	SOLBERG WELDING	weld park benches	\$100.00
Park Fund	Parks	Sign Materials	ELAN FINANCIAL SERVICES	MN Flags	\$231.12
Fund 251 Park Fund					\$1,340.41
Fund 601 Water Fund					
Water Fund	Water Utility Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine	\$249.76
Water Fund	Water Utility Operation	Chemicals and Chem Products	USA BLUEBOOK	flouride	\$99.38
Water Fund	Water Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-pumphouses	\$1,466.63
Water Fund	Water Utility Operation	Gas Utilities	MINNESOTA ENERGY	monthly gas service-pumphouses	\$75.53
Water Fund	Water Utility Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Water Testing Lab Fees	\$40.00
Water Fund	Water Utility Operation	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Safety Program 2nd Qtr	\$779.17
Water Fund	Water Utility Operation	Motor Fuels/Lubricants	USA BLUEBOOK	hydrant oil	\$78.95
Water Fund	Water Utility Operation	Repair/Maint Other Improve	SOLBERG WELDING	weld water wrench	\$20.00
Water Fund	Water Utility Operation	Repair/Maint Other Improve	TLC EXCAVATING	repair fire hydrant Niagara Court	\$750.00

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Water Fund	Water Utility Operation	Small Tools and Minor Equip	USA BLUEBOOK	strainer/quick coupling	\$41.74
Water Fund	Water Utility Operation	Small Tools and Minor Equip	USA BLUEBOOK	hydrant wrench	\$31.19
Water Fund	Water Utility Operation	Utility Maint Materials	BRUENING ROCK PRODUCTS, INC	rock for water leaks	\$637.25
Fund 601 Water Fund					\$4,269.60
Fund 602 Sewer Fund					
Sewer Fund		F/A-Other Equipment	HACH COMPANY	sampler frig	\$4,392.00
Sewer Fund	Sewer Administration	Taxes, Licenses & Permits	MN POLLUTION CONTROL AGENCY	Annual WW Permit	\$1,450.00
Sewer Fund	Sewer Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	demmurrage chlorine cylinder	\$5.00
Sewer Fund	Sewer Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-WWTP/Lifts	\$1,535.38
Sewer Fund	Sewer Operation	Equipment Parts	1 SOURCE	toner for WW printer	\$538.95
Sewer Fund	Sewer Operation	Gas Utilities	MINNESOTA ENERGY	monthly gas service-WWTP	\$615.48
Sewer Fund	Sewer Operation	General Operating Supplies	KINGSLEY MERCANTILE	chain/hose	\$7.75
Sewer Fund	Sewer Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Wastewater Testing Lab Fees	\$914.40
Sewer Fund	Sewer Operation	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Safety Program 2nd Qtr	\$779.17
Sewer Fund	Sewer Operation	Motor Fuels/Lubricants	KWIK TRIP,INC	gas 1 ton	\$96.44
Sewer Fund	Sewer Operation	Repair/Maint Other Improve	ELECTRIC PUMP, INC	repair pump on North Lift	\$1,035.80
Sewer Fund	Sewer Operation	Repair/Maint Other Improve	MUNICIPAL PIPE TOOL CO., LLC	line Niagara Court sewer main to north lift	\$12,729.45
Sewer Fund	Sewer Operation	Repair/Maint Other Improve	SOLBERG WELDING	work on WW cover	\$20.00
Sewer Fund	Sewer Operation	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-WWTP	\$2,339.97
Sewer Fund	Sewer Operation	Small Tools and Minor Equip	FIRST SYSTEMS TECHNOLOGY, INC	Verification Influent Flow Meter	\$550.00
Sewer Fund	Sewer Operation	Small Tools and Minor Equip	USA BLUEBOOK	DO sensor	\$186.65
Sewer Fund	Sewer Operation	Small Tools and Minor Equip	USA BLUEBOOK	Ultrapen Dissolved O2 sensor	\$386.98
Sewer Fund	Sewer Operation	Telephone	HARMONY TELEPHONE COMPANY	Lift Stations Dialer/DSL Phone	\$154.94
Sewer Fund	Sewer Operation	Utility Maint Materials	TEAM LABORATORY CHEM. CORP.	Lift station degreaser 55 gal drum	\$2,047.00
Sewer Fund	Sewer Operation	Water Utilities	HARMONY PUBLIC UTILITIES	Water-WWTP	\$1,541.31
Fund 602 Sewer Fund					\$31,326.67
Fund 604 Electric Fund					
Electric Fund		Utility Deposits	UTILITY DEPOSIT REFUND	utility refund T Erickson	\$150.00
Electric Fund	Electric Utility Operation	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$55,266.04
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-TownClock	\$13.21
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Eleec-streetlights	\$1,302.47
Electric Fund	Electric Utility Operation	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Safety Program 2nd Qtr	\$779.16
Electric Fund	Electric Utility Operation	Miscellaneous	ENERGY REBATE	Energy Rebate bal J Illg	\$20.00
Electric Fund	Electric Utility Operation	Miscellaneous	ENERGY REBATE	Energy Rebate Arlene Heleson	\$25.00
Electric Fund	Electric Utility Operation	Miscellaneous	ENERGY REBATE	Energy Rebate Sharon Kiehne	\$50.00
Electric Fund	Electric Utility Operation	Miscellaneous	ENERGY REBATE	Energy Rebate Jim Johns	\$50.00

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Electric Fund	Electric Utility Operation	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Ford pickup	\$84.08
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	locates/no locates March	\$12.15
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	locates/no locates April	\$18.90
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	bad transformer 2nd Av/2nd St	\$942.50
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	Michel Car lot	\$233.60
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	loose globe/st light 705 3rd Ave SE	\$686.20
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	Selvig Park Bathroom lights	\$940.39
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	streetlights repaired Niagara Ct/Hovey Oil	\$192.10
Electric Fund	Electric UtilityAdministratio	Deposit Interst Paid	UTILITY DEPOSIT REFUND	int on deposit T Erickson	\$7.43
Fund 604 Electric Fund					<u>\$60,773.23</u>
Fund 605 Storm Water Fund					
Storm Water Fund	Storm Water Operation	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas	<u>\$13.79</u>
Fund 605 Storm Water Fund					<u>\$13.79</u>
Fund 620 Economic Development Authority					
Economic Development	Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA Phone	\$23.23
Economic Development	Tourism Programs	Donations to Civic Org s	HARMONY CHAMBER OF COMMERCE	1st half budgeted donation	<u>\$13,250.00</u>
Fund 620 Economic Development Authority					<u>\$13,273.23</u>
					<u>\$167,881.83</u>

ADMINISTRATOR'S REPORT

For the Period from April 9, 2019 to May 14, 2019

ADMINISTRATION

Part I is complete of Wellhead Protection Plan for new well. Consider approval of Part I. Part II will start soon. Received written comments back regarding our water supply plan that was submitted in 2017. Our SCADA system for Well 3 will need to be set up to record water level. Gathering options/costs to install some things to monitor and record water level for Wells 1 and 2 as required.

Updated USDA grant application to upgrade generator at WWTP and for motorized scissors lift. Submitted additional paperwork and updated pricing to USDA. We received grant award of \$46,000 from USDA. Consider approval to sign paperwork.

Ordering trees for community center and parks. The school has agreed to pay half by community center.

Conducted annual work compensation audit.

UTILITY/BUILDING COMMITTEE

MNDOT has finished up mill and overlay on TH139 from Hwy 52 to State Line in 2017. MNDOT hopes to be closing out project soon for remaining funds determination.

Underground wire, boring, and trenching has been installed for southeast electrical line project by MiEnergy. A few trees will be trimmed or removed along our existing electric line from 5th St SE to Center St E on the alley between 2nd Ave SE and 3rd Ave SE for an additional line to loop the 3-phase service as part of the project. They will be energizing transformers and tying over services in the next phase of the project. A few new poles have been set, along with retirement of old overhead. They will resume this project once ground conditions are better.

Community center bathroom renovations are almost complete. Water and sewer lines have been installed and the bathroom has been painted. Fixtures are installed and functioning. Partitions are in the process of being ordered. The floor will be waxed soon.

Sewer main relining project is complete in Niagara Court.

Reviewed options with engineer for sanitary sewer main in old industrial park since it is extremely shallow and freezes in winter time.

Met to discuss future street and utility projects on which streets and utilities to do. Will discuss at council meeting.

Will be gathering cost estimates and options to consider upgrading the electrical lines by the north park. The committee will review once information is gathered. Will need to install water and sewer lines for restrooms.

Street sweeper should hopefully be completed by end of month.

City of Harmony
Cash Balance Report
March 2018 and March 2019

Fund Description	March-18	March-19
General Fund	773,143.12	627,262.67
Revolving Loan Fund	77,389.66	124,487.31
Commercial Rehab Fund	11,664.09	12,000.10
Library Fund	(19,755.99)	(14,744.27)
Fire Fund	32,258.87	52,162.02
Ambulance Fund	100,713.51	94,068.06
Park Fund	61,175.75	65,049.51
Arts Fund	2,335.51	2,937.91
GO Improvement 2010A-3rd St SW	34,099.84	40,389.03
GO Tax Abatement 2013A-Comm Cntr	4,937.72	8,055.07
GO Improvement 2013B-Heritage Grove	(4,140.44)	(2,711.50)
GO Improvement 2014A-1st Ave SW	103,812.74	11,232.57
GO Improvement 2017A-Various	99,310.56	27,904.07
Capital Projects Fund	736,323.31	848,917.43
TIF District #5-Antique Mall	404.77	-
TIF District #6-HECO	14.23	46.86
2017 Street and Utility Project	75,878.81	-
Water Fund	195,322.84	229,288.86
Sewer Fund	36,517.09	56,461.31
Solid Waste Fund	2,194.36	2,559.43
Electric Fund	621,818.64	606,808.61
Storm Water Fund	9,325.18	16,437.94
Economic Development Fund	93,293.29	144,586.09
Total	<u>3,048,037.46</u>	<u>2,953,199.08</u>

AID AGREEMENT

This agreement is made pursuant to Minnesota Statutes §471.59 which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel and other resources available to the City of CANTON for the purpose of assisting with the preparation for and public display of fireworks in the City of CANTON on August 18, 2019, by providing the services and equipment of the City of HARMONY Fire Department by the City of HARMONY.

1. The HARMONY Fire Department Chief may authorize and direct personnel to provide assistance to CANTON. This decision will be made after considering the needs of HARMONY and the availability of resources.
2. The HARMONY Fire Department Chief may at any time recall such assistance when in his best judgment or by an order from the governing body of HARMONY, it is considered to be in the best interests of HARMONY to do so.
3. CANTON shall be in command of the mutual aid scene. The personnel and equipment of the HARMONY shall be under the direction and control of CANTON until HARMONY withdraws assistance.
4. CANTON shall obtain a Fireworks Endorsement on their general liability insurance policy naming HARMONY as additional insured.
5. Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.
6. CANTON shall be responsible for damages to or loss of any equipment of either department. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.
7. For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. §466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. §466.01, subdivision 6) of the Requesting Party.
8. CANTON agrees to defend and indemnify HARMONY against any claims brought or actions filed against HARMONY or any officer, employee, or volunteer of HARMONY for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provision of assistance in responding to a request for assistance by CANTON pursuant to this agreement. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

The intent of this subdivision is to impose on CANTON a limited duty to defend and indemnify HARMONY for claims arising within CANTON'S jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

9. No party to this agreement nor any officer of any Party shall be liable to any other Party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this agreement.

10. No charges will be levied by HARMONY for assistance rendered to CANTON under the terms of this agreement.

Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

CITY OF HARMONY

CITY OF CANTON

By: _____
Steven Donney, Mayor

By: _____
Donivee Johnson, Mayor



United States Department of Agriculture

May 14, 2019

City of Harmony
Honorable Mayor Steve Donney
225 3rd Ave SW
Harmony, MN 55939

Re: Letter of Conditions

Dear **Honorable Mayor Donney**:

This letter establishes the conditions, which must be understood and agreed to by you and your organization before further consideration may be given to your Community Facility application. The grant will be administered on behalf of the Rural Housing Service (RHS) by the State and Area staff of USDA, Rural Development. Any changes in project cost, source of funds, scope of services or any other significant changes **(this includes significant changes in the Borrower's financial condition, operation, organizational structure or executive leadership)** in the project or applicant must be reported to and approved by USDA, Rural Development Community Facility Program personnel (referred to as RD in the balance of this letter). Approval will be by written amendment to this letter. **Any changes not approved by RD may be cause for discontinuing processing of the application.**

This letter is not to be considered as grant approval, or as representation of the availability of funds.

All conditions set forth up through the Bidding Stage must be met within **180 days** of the date of this letter. If you have not met these conditions, the Agency reserves the right to discontinue the processing of your application.

If you agree to meet the conditions set forth in this letter and desire further consideration be given to your application, please complete and return the following forms within **7 days**:

Form RD 1942-46, "Letter of Intent to Meet Conditions"
Form RD 1940-1, "Request for Obligation of Funds"

Your grant will be considered approved and funds will be reserved on the date RD signs and returns, Form RD 1940-1 "Request for Obligation of Funds".

Rural Development

1810 30th St NW, Suite 3 • Faribault, MN 55021
Voice (507) 332-7418 • Fax (855) 804-4099

USDA is an equal opportunity provider, employer, and lender.

Extra copies of this letter are being provided for use by your architect, attorney, bond counsel and accountant. All parties may access information and regulations referenced in the letter at our website located at: http://www.rurdev.usda.gov/rd_instructions.html

Guaranteed Loans: 3575-A
Direct Loans: 1942-A
Grants: 3570-B

Further processing of your application is to be done under the following conditions:

1. **Total Project Cost** – Total costs must not exceed **\$62,300** for the proposed **Public Works Equipment Upgrade** project. Funding from all sources has been budgeted for the estimated expenditures as follows:

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Equipment – Backup Generator and Install	\$ 46,600
Equipment – Skyjack Electric Scissor Lift	\$ 15,700
TOTALS	\$ 62,300

Your funding needs will be reassessed if there is a significant reduction in project costs after bids are received. Obligated grant funds not needed to complete the proposed project will be deobligated. Any reduction will be applied to grant funds first. An "Amended Letter of Conditions" will be issued for any revised project budget.

2. **Project Funds** - Project funding is planned from the following sources:

<u>Project Funding Source</u>	<u>Funding Amount:</u>
Applicant Contribution	\$ 17,300
USDA Community Facility Grant	\$ 45,000
Total Project Funding (All Sources):	\$ 62,300

The applicant contribution and funding from other sources shall be considered as the first funds expended in the project. An agreement should be reached with all funding sources on how funds are to be disbursed before the start of construction.

Any changes in funding sources following obligation of CF funds must be reported to the processing official. Prior to advertisement for construction bids, you must provide evidence of applicant contributions and of approval on the other funding sources. This evidence should include a copy of the award letter and any agreements or contracts.

3. **Security Requirements: Community Facilities Grant Agreement** – The grant will be secured by a **Signed** "Community Facilities Grant Agreement: RD 3570-3. You will be required to execute this agreement before grant funds are advanced.

For grants, the grantees understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR parts 3015, 3016, and 3019 in effect at this time and as may be subsequently modified.

For grants, the grantees further understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR parts 3015, 3016, and 3019 in effect at this time and as may be subsequently modified.

4. **Business Operations** –

- A. Ordinances or Resolutions – Enact an ordinance or resolution necessary for collection of revenues for maintenance expenses. Enact an ordinance or resolution establishing rules and regulations for the facility.

- i. **Conflict of Interest Policy** – Prior to obligation of funds, you must certify in writing that your organization has in place an up-to-date written policy on conflict of interest. The policy will include, at a minimum: (1) a requirement for those with a conflict or potential conflict to disclose the conflict/potential conflict; (2) a clause that prohibits interested members of the applicant's governing body from voting on any matter in which there is a conflict, and (3) a description of the specific process by which the governing body will manage identified or potential conflicts.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure in the same format is required if no conflicts are anticipated.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

- B. Operating Expenses – O&M expenses must be properly budgeted to determine the financial viability of any operation.
- 5. **Accounting, Management Reports and Audits** – RD approval of your accounting and financial reporting system, including the agreement with your auditor, will be needed

prior to the start of construction. MN 1942-A, Guide 4, "Accounting, Reporting System and Audit Agreement Approval", has been used for this agreement

- A. RD approval of your accounting and financial reporting system, including the agreement with your auditor, will be needed before grant closing or start of construction.
- B. Submission to Rural Development of an annual audit or Annual Financial Statements (Income & Expense Statement, Balance Sheet & Projected Budgets are required for the duration of the grant. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Projects financed with interim financing are considered federal expenditures. See below for requirements:
 - i. **2CFR Subtitle A, Chapter II, Part 200 Subpart F 200.501 Audit Requirements:** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
 - a) **Single audit.** A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted.
 - b) **Program-specific audit election.** When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
 - c) **§200.36 Federal Audit Clearinghouse (FAC).** FAC means the clearinghouse designated by OMB as the repository of record where non-Federal entities are required to transmit the reporting packages required by Subpart F—Audit Requirements of this part. The mailing address of the FAC is Federal Audit Clearinghouse, Bureau of the Census, 1201 E. 10th Street, Jeffersonville, IN 47132 and the web address is:

<http://harvester.census.gov/sac/>. Any future updates to the location of the FAC may be found at the OMB Web site.

- ii. **Annual Financial Statements** (Income & Expense Statement, Balance Sheet & Projected Budget) for borrowers who did not expend \$750,000 or more in Federal Funds and have an outstanding loan balance. Must have Rural Development's approval for this option and must meet requirements of 1942.17 (r) (1) (ii) (C). Financial statements are still required within 60 days of the fiscal year end in accordance with RD Instruction 1942-A.
- iii. **Quarterly Management Reports** are required for all borrowers for a period of at least three years. Quarterly Management Report includes: current balance sheet, year to date income & expense figures, and when applicable, a Workout Agreement per 7 CFR 1942.17 (q) (2). With the submission of the annual budget, you will be required to provide a current rate schedule and a current listing of the Board or Counsel Members and their terms. Quarterly Management Reports are due within 30 days of the end of each quarter. The Quarterly Management Reports may be waived after 3 years if the facility is viable, as determined by RD. Likewise, at the Agency's discretion, if the viability of the facility is in question, RD can again require Quarterly Management Reports. A year-end management report shall consist of: Form RD 442-3, "Balance Sheet", and Form RD 442-2, "Statement of Budget, Income and Equity", or forms that provide the information in a similar format. An annual audit report may be submitted in lieu of Forms RD 442-2 and 442-3. The audit report must be submitted no later than 150 days after the end of the borrower's fiscal year.
- iv. **The Debt Service Reserve Account** must be individually tracked in the annual financial records/audits of your organization, and identified as the Debt Service Reserve Account for this specific RD funded project.

C. Your organization will retain all records, books and supporting material for three years after the issuance of management reports.

6. **Insurance and Bonding** - Prior to grant closing, you must acquire the types of insurance and bond coverage shown below. The use of deductibles may be allowed providing you have the financial resources to cover potential claims requiring payment of the deductible. RD strongly recommends that you have your architect, attorney and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of RD to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

- A. General Liability Insurance – Include vehicular coverage.
- B. Worker's Compensation – In accordance with appropriate State laws.
- C. Malpractice Insurance-In accordance with appropriate State laws.
- D. Position Fidelity Bond(s) – All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. You should have each

position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time.

- E. National Flood Insurance – In addition to meeting the requirements for the type of assistance requested, the following requirements must be met for financial assistance for acquisition and/or construction in designated special flood or mudslide prone areas:
 - i. If flood insurance is available, you must purchase a flood insurance policy at the time of grant closing.
 - ii. Applicants whose buildings, machinery or equipment are to be located in a community which has been notified as having special flood or mudslide prone areas will not receive financial assistance where flood insurance is not available.
- F. Real Property Insurance – Fire and extended coverage will normally be maintained on all structures except reservoirs, pipelines and other structures if such structures are not normally insured and subsurface lift stations except for the value of electrical and pumping equipment. Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all facilities identified above.
- 7. **Legal Services** – You will be required to obtain a “Legal Services Agreement.” This agreement will address the fees necessary for the services outlined in this agreement.
- 8. **Restrictions on Lobbying -** In order to comply with Section 319 of Public Law 101-121 which prohibits applicants and recipients of Federal contracts, loans or grants from using Federal appropriated funds for lobbying, the Federal Government in connection with the award of a specific contract, grant or loan, the **Applicant**, and all contractors and subcontractors must:
 - A. Execute the attached Certification for Contracts, Grants, and Loans.
 - B. Complete Standard Form LLL, "Disclosure of Lobbying Activities", if they have made, or agreed to make payment, using funds other than Federal appropriated funds, to influence or attempt to influence a decision in connection with the contract.

The Certification (and, if appropriate, the Disclosure) must be provided to USDA, Rural Development.

- 9. **Cost Overruns** – Cost overruns exceeding 20% of the development cost at time of grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date. Cost overruns must be due to high bids or unexpected construction problems that cannot be reduced by negotiations, redesign, use of bid alternatives, rebidding or other means prior to consideration by the

Agency for subsequent funding. Such requests will be contingent on the availability of funds.

10. **Disbursement of Funds** –

- A. Electronic Funds Transfer –Grant funds will be transferred into your account at the time of grant closing using the “Automated Clearing House” payment system. You must complete Form SF 3881, “Electronic Funds Transfer Payment Enrollment Form” prior to closing or start of construction, whichever is earlier.
- B. Grant Funds – will be advanced as needed in the amount necessary to cover the RD portion of obligations due and payable by you.
- C. Immediate Use of Grant Funds Rules - Any grant funds not disbursed immediately upon receipt must be deposited in an interest bearing account except as follows:
 - i. Federal grant awards (from any source) are less than \$120,000 per year.
 - ii. The best available interest bearing account would not be expected to earn in excess of \$100 per year.
 - iii. The depository would require a minimum balance so high that it would not be feasible.
- D. Required Refunds – Interest earned on grant funds in excess of \$250/100 (as applicable) will be submitted to Rural Development at least quarterly, as required in 7 CFR 3019 and 7 CFR 2016.
- E. Use of Remaining Funds – Remaining funds may be used for eligible purposes, provided the use will not result in major changes to the original scope of work and the project purpose remains the same. Grant funds not needed for authorized purposes will be cancelled. You will be notified of RD’s intent to cancel the remaining funds and given appropriate appeal rights.

11. **Civil Rights, Accessibility and Other Special Requirements** –You should be aware of and will be required to comply with other federal statute requirements including but not limited to:

- A. **Drug-Free Workplace** – All recipients of RD grants must provide a drug-free workplace. Form AD 1049, “Certification Regarding Drug-Free Workplace Requirements”, has been completed.
- B. **Civil Rights Act of 1964** – All borrowers are subject to and facilities must be operated in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) and 7 CFR 1901 subpart E, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required in 7 CFR 1901 Subpart E paragraph 202(e).

- C. **Civil Rights Compliance Reviews** – RD financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. The Applicant is required to gather racial identity and national origin information, along with gender information on the people in the community and the service area being served by the “Federally assisted program”. This information must be provided to RD periodically for required Compliance Reviews during the application process and during the term of the loan. Tracking of this information is required by Federal Civil Rights laws even for grant funding.
- D. **Age Discrimination Act of 1975** – Provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- E. **Section 504 of Rehabilitation Act of 1973** – All recipients of RD funding must comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794). No handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied of benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. A “Self Evaluation and Transition Plan” will be required to be completed, prior to the grant being closed. The Federal Access Board may be contacted for a copy of the ADAAG checklist (www.access-board.gov) or (800) 872-2253, which may be used to complete the self-evaluation.
- F. **The Americans with Disabilities Act (ADA) of 1990** – Prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications. Title II of the Act applies to facilities operated by State and local public entities, which provided services, programs and activities. Title III of the Act applies to facilities owned, leased, or operated by private entities, which accommodate the public.
- G. **Limited English Proficiency (LEP) under Executive Order 13166** - LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons. LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, “Improving Access to Services by Persons with Limited

English Proficiency” and further affirmed in the USDA Departmental Regulation 4330-005, “Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA.

As a recipient the following will need completed:

1. Go to the website: <https://www.rd.usda.gov/about-rd/offices/civil-rights>, scroll down and find (under Important Documents) the USDA Rural Development Limited English Proficiency Implementation Strategy for Federally Assisted Programs. As the recipient, you will need to set up a file titled Limited English Proficiency to document your compliance with the LEP requirements.
2. Read the document and review the requirements for LEP. Page 8 of the document describes the 4 Factor Analysis, which is a step-by-step suggested process for conducting an LEP needs assessment.
3. Complete the 4-Factor Analysis for your RD assisted project and/or service area(s). Note, if you have received assistance for multiple projects or from more than one program, you may have multiple service areas that will need to be evaluated. However, the multiple service areas can be combined in the same analysis. There is no need to conduct separate analyses for each area.
4. The documentation that you have gathered for the 4-Factor Analysis should be saved and filed in your office’s LEP file. This documentation will be needed for all future RD Compliance Review visits.
5. As a recipient you will need to monitor, evaluate, and update the 4-Factor analysis as appropriate, as changes in your service area warrants. Document any changes or updates in your office LEP/LAP file.

12. **System for Award Management** – Requirement for System for Award Management(SAM)

- A. You as the recipient must maintain the currency of your information in the SAM system until you submit the final financial report required under this award and all grants funds under this award have been disbursed or de-obligated, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Recipients can register on-line at (<https://www.sam.gov>).
- B. You as the recipient may not make a sub-award to an entity unless the entity has provided its Data Universal Numbering System (DUNS) number to you. Sub-recipients with sub-awards of \$25,000 or more must also have and maintain a current CCR registration through the SAM system.

- C. **Recipient Reporting.** You as the recipient must report each first tier sub-awards of \$25,000 or more in non-Recovery Act funds to <http://www.fsrs.gov> no later than the end of the month following the month the obligation was made. As part of your registration profile at <http://www.sam.gov>, you must report the total compensation of the 5 most highly compensated executives (if the award was \$25,000 or more, 80% or more of annual gross revenues subject to Transparency Act, and \$25 Million of annual gross revenues subject to Transparency Act) by end of month following month in which award was made. This requirement also pertains to sub-recipients (if the award was \$25,000 or more, 80% or more of annual gross revenues subject to Transparency Act, and \$25 Million of annual gross revenues subject to Transparency Act).
13. **Grant Closing** – The grant will be closed in accordance with instructions prepared by OGC. Form RD 1910-11, “Application Certification, Federal Collection Policies for Consumer or Commercial Debts”, has been read and signed.
- A. **Post-closing Issues or Errors** – The parties agree and acknowledge that it is their intent to close this transaction in the required manner. As part of grant closing instructions and upon the request of RD, the Grantee agrees to fully cooperate and adjust any post-closing issues or errors necessary or desirable in the reasonable discretion of, or required by the laws and regulations governing Rural Development, its programs, policies, or operations. If additional costs are involved in performing these duties, those costs will be borne by the parties as required under the terms of the program, grant documents, and/or other supplemental agreements. If post closing issues are not satisfactorily resolved, the transaction shall be voidable by RD.

If the conditions set forth in this letter are not met within 180 days from the date of this letter, RD reserves the right to discontinue processing the application. In the event the application has not advanced to the point of bidding within 180 days and it is determined the applicant still wishes to proceed, it may be necessary to review the conditions outlined in this letter. If during that review, it is determined the conditions outlined are no longer adequate, Rural Development reserves the right to require that the letter of conditions be revised or replaced.

We believe the information in this letter clearly sets forth the conditions which must be complied with; however, this letter does not relieve you from meeting the requirements of RD Instruction. If you have any questions, please do not hesitate to contact me.

Sincerely,



Area Specialist

CC: State Office, USDA Rural Development
City Attorney
Accountant

LETTER OF INTENT TO MEET CONDITIONS

Date _____

TO: United States Department of Agriculture

(Name of USDA Agency)

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated _____. It is our intent to meet all of them not later than _____.

(Name of Association)

BY _____

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID		LOAN NUMBER	FISCAL YEAR
2. BORROWER NAME		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
4. STATE NAME		5. COUNTY NAME	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER	8. COLLATERAL CODE 1- REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE (See FMI)	20. PURPOSE CODE	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN		25. AMOUNT OF GRANT
26. AMOUNT OF IMMEDIATE ADVANCE		27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE %
29. REPAYMENT TERMS			
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. _____ YES _____ NO

WARNING: **Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."**

Date _____, 20 _____
(Signature of Applicant)

Date _____, 20 _____
(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: _____

Date Approved: _____ Title: _____

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

**United States Department of Agriculture
Rural Housing Service**

COMMUNITY FACILITIES GRANT AGREEMENT

THIS GRANT AGREEMENT (Agreement) dated _____, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 7 C.F.R. parts 3015, "Uniform Federal Assistance Regulations," 3016 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or 3019, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations." Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants whether contained in here or not.

BETWEEN _____

a public body, nonprofit corporation, or Indian tribe (Grantee) and the United States of America acting through the Rural Housing Service (RHS), Department of Agriculture, (Grantor)

WITNESSETH:

All references herein to "Project" refer to a community facility to serve a rural community generally known as _____ The principal amount of the grant is \$ _____ (Grant Funds) which is _____ percent of Project costs.

WHEREAS

Grantee has determined to undertake the acquisition, construction, enlargement, capital improvement, or purchase of equipment for a project with a total estimated cost of \$ _____ Grantee is able to finance and has committed \$ _____ of Project costs.

The Grantor has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Grantor. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

As a condition of this Agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements, including those contained in 7 C.F.R. § 3015.205(b), which are incorporated into this agreement by reference, and such other statutory provisions as are specifically contained herein.

NOW, THEREFORE, in consideration of said grant;

Grantee agrees that Grantee will:

A. Cause said Project to be constructed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by Grantor;

B. Provide periodic reports as required by Grantor and permit periodic inspection of the Project by a representative of the Grantor. For grant-only Projects, Form SF-269, "Financial Status Report," and a project performance report will be required on a quarterly basis (due 15 working days after each of each calendar quarter). A final project performance report will be required with the last "Financial Status Report." The final report may serve as the last quarterly report. Grantees shall constantly monitor performance to ensure that time schedules are being met, projected work by time periods is being accomplished, and other performance objectives are being achieved. The project performance reports shall include, but not limited to, the following:

1. A comparison of actual accomplishments to the objectives established for that period;
2. Reasons why established objectives were not met;
3. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of particular project work elements during established time periods. This disclosure shall be accomplished by a statement of the action taken or planned to resolve the situation; and
4. Objectives and timetables established for the next reporting period.

C. Manage, operate, and maintain the facility, including this Project if less than the whole of said facility, continuously in an efficient and economical manner;

D. Not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds;

E. Make the public facility or services available to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental disability at reasonable rates, including assessments, taxes, or fees. Grantee may make modifications as long as they are reasonable and nondiscriminatory;

F. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant;

G. Upon any default under its representations or agreements contained in this instrument, Grantee, at the option and demand of Grantor, will immediately repay to Grantor the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by Grantor, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made;

H. Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed;

1. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain Grantor's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

3. When the real property is no longer needed, as provided in paragraphs 1 and 2 above, the Grantee shall request disposition instructions from the Grantor. The Grantor will observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return;

(c) The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

I. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with Grant Funds. Equipment means tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment as defined below:

1. Use of equipment.

(a) The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:

(i) Activities sponsored by the Grantor.

(ii) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other federally sponsored projects.

2. Disposition of equipment. When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with the following standards:

(a) Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.

(b) Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Grantor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Grantor.

(c) The Grantor shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

(i) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.

(ii) If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.

(iii) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall include:

(a) Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

(c) A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

This Grant Agreement covers the following described equipment (use continuation sheets as necessary).

J. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property, and other assets. Grantees shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

K. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts;

L. Provide either an audit report, annual financial statements, or other documentation prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations, and this Agreement;

M. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement;

N. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item H and I; and

O. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ _____ which it will advance to Grantee to meet not to exceed _____ percent of the Project development costs in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds.

IN WITNESS WHEREOF, Grantee has this day authorized and caused this Agreement to be executed

By _____

and attested with its corporate seal affixed (if applicable) by _____

Attest: _____

By _____

(Title) _____

UNITED STATES OF AMERICA
RURAL HOUSING SERVICE

By _____

(Name)

(Title)

ATTACHMENT 1

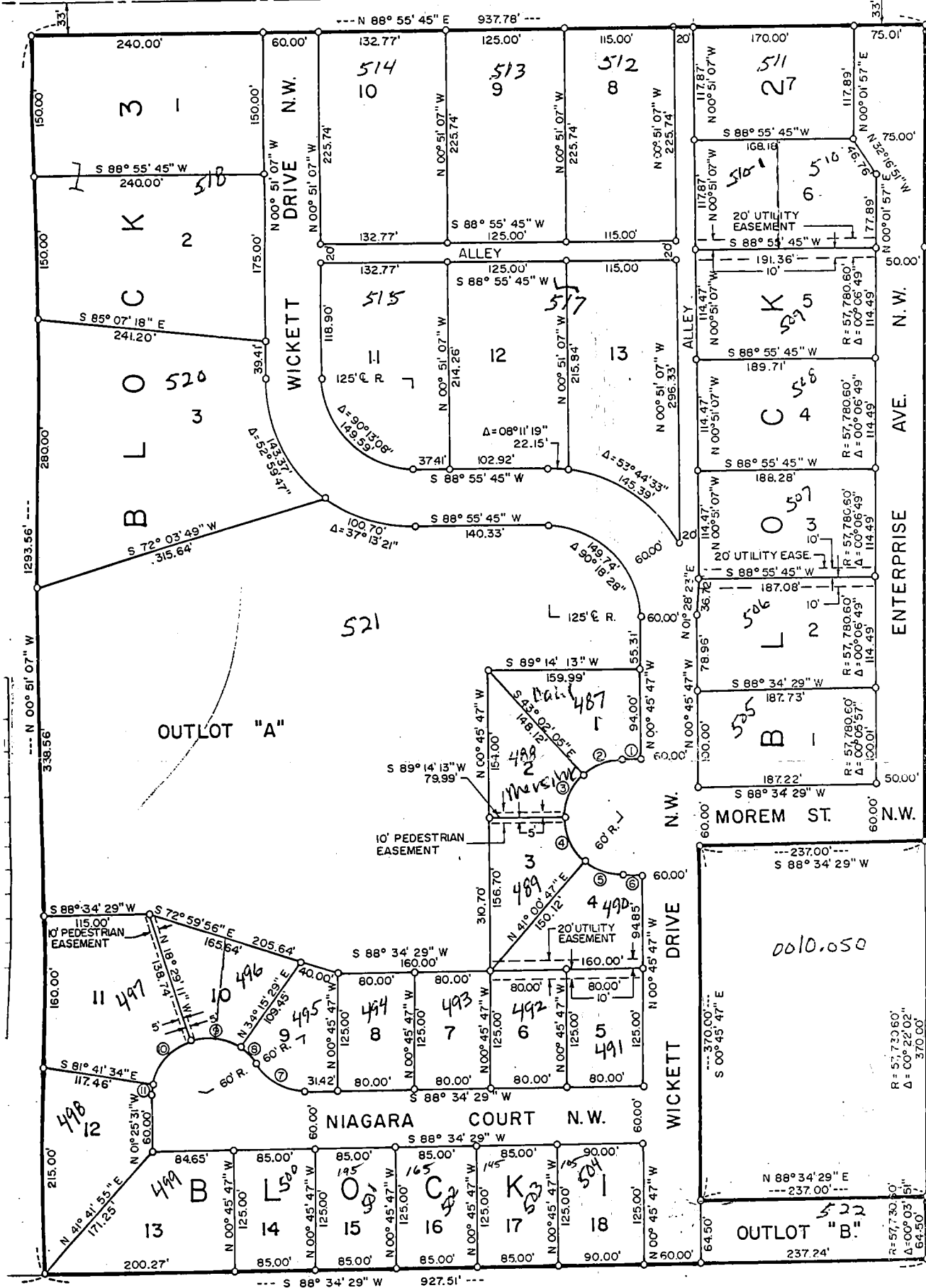
The grantee understands the requirements for receipt of funds under the Community Facilities Grant Program. The grantee assures and certifies that it is in compliance with all applicable laws, regulations, Executive Orders, and other applicable requirements, including those set forth in Form RD 3570-3, 7 CFR parts 3015, 3016, or 3019 as subsequently modified, and the letter of conditions. The following conditions may apply if CFG funds were used to purchase equipment or obtain or improve real property:

- (1) The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.
- (2) The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

NORTH LINE, N.E. 1/4, S.E. 1/4,
SEC. 10, T. 101 N., R. 10 W.

C. C. S. A. H. 22 7

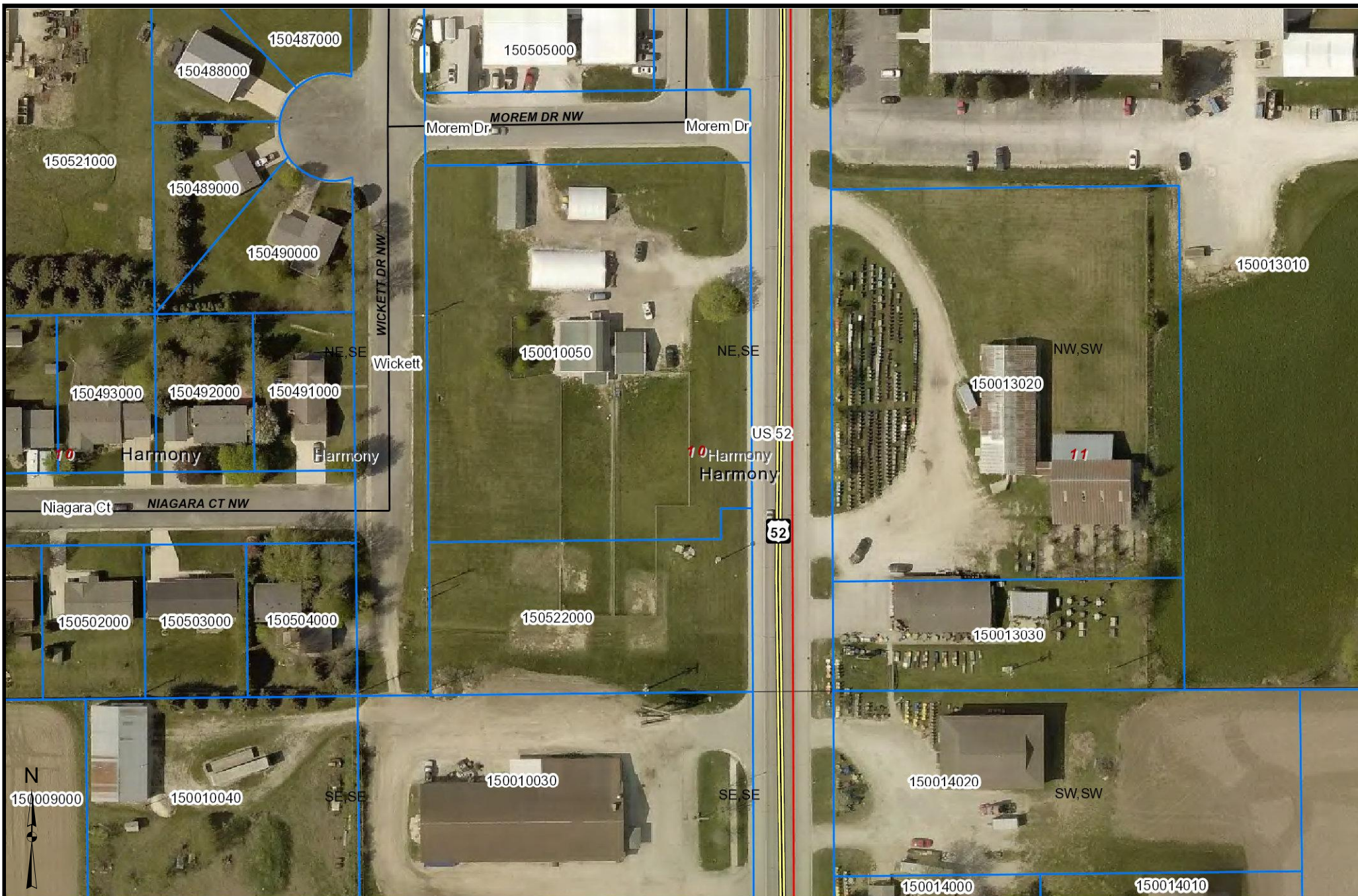
10 11
4



Harmony North Park Add.

ELLIS
&
WIFE
ADD'N

POINT
S.E.
SEC.
S 88° 62' (ASS)



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

North Lift Station

Date: 5/10/2019

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.





Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization <i>Harmony Conservation Club</i>		Date organized <i>7/11/1962</i>	Tax exempt number <i>E256</i>
Address <i>425 1st Ave SE</i>		City <i>Harmony</i>	State <i>MN</i>
Name of person making application <i>Kyle Scheevel</i>		Business phone	Home phone
Date(s) of event <i>7-3/7-4/7-5/7-6 2019</i>		Type of organization <input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit	
Organization officer's name <i>Kyle Scheevel</i>		City <i>Harmony</i>	State <i>MN</i>
Organization officer's name		City	State
Organization officer's name		City	State
Organization officer's name		City	State

Location where permit will be used. If an outdoor area, describe.

RSC Building & Remodeling 55 main Ave S Harmony
Outdoor Parking lot large Brick building on 1 side trees on other
If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
Yes Scott's Distributing

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

CITY OF HARMONY

NOISE PERMIT APPLICATION

Date of Application 5-8-19
Applicant Name Harmony Conservation Club
Address of Applicant 235 9th Ave SE
Phone Number of App 563-380-4009
Date(s) of Permit Necessary July 3rd, July 4th, July 5th, July 6th 2019

According to City Ordinance 92.18(F): "The using or operation or permitting the using or operation of any radio receiving set, musical instrument, phonograph, paging system, machine or other device for producing or reproduction of sound in a distinctly and loudly audible manner so as to disturb the peace, quiet and comfort of any person nearby, unless duly authorized by permit terms determined by City Council resolution as provided in this section. Operation without a permit of any device referred to above between the hours of 10:00 p.m. and 7:00 a.m. in a manner so as to be plainly audible at the property line of the structure or building in which it is located, or at a distance of 50 feet if the source is located outside a structure or building shall be prima facie evidence of violation of this section;"

In order for the City of Harmony to issue a permit, the council needs the following questions answered:
(Attach additional sheet(s) as necessary)

1. Describe the volume, frequency, and type of sound to be generated.
Sound to be generated from Karaoke machines with speakers for July 3rd. July 4th will be radio, July 5th will be live band.
2. What day(s) of the week, time(s) of day(s) and duration of the sounds to be generated?
7-3-19 thru 7-6-19 12 noon till 1:30 am each night
3. Describe the character and nature of land uses underlying and adjacent to the event generating the noise.
Land used is commercial property adjacent to city park and other commercial property.
4. Describe the proximity and compatibility of the event generating the noise to residential, religious or medical facilities, or the general public?
Event will be held under a tent in a parking lot with a large brick building to the North, trees and city park to the South. Commercial property to the east & west. Church across street. But won't be open dur Church
5. Describe the sufficiency of the arrangements made to provide adequate security, garbage disposal, crowd control and parking control.
Event will be a small gated venue. Dumpster available for garbage disposal. Parking available on city streets and city lot. Conservation Club members will act as security and are directed to call Fillmore
6. Describe the imposition of conditions upon its issuance of any permit that are reasonably related to addressing concerns regarding any of these criteria.
Previous years of Harmony Chamber of Commerce beer tent or last years Conservation Club tent has resulted in no complaints.

Please return application to city office along with \$25.00 Noise Permit Fee payable to: City of Harmony



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nicole Johnson Agency Nicole Johnson 17 Center St E PO Box 234 Harmony MN 55939		CONTACT NAME: Nicole Johnson PHONE (A/C, No, Ext): (507) 886-4663 E-MAIL ADDRESS: nicole.johnson@lcsagency.com FAX (A/C, No):	
INSURED Harmony Conservation Club Keith McIntosh PO Box 153 Harmony MN 55939		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds Syndicate 2623 INSURER B: Lloyds Syndicate 623 INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # AA-1128623 AA-1126623	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Host Liquor Liability <input checked="" type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		EH-771919-L1312397	07/03/2019 12:01 AM	07/07/2019 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						PRODUCTS - COMP/OP AGG \$ INCLUDED
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Deductible \$ 1,000
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.

Attendance: 350, Event Type: Chamber of Commerce Events.

CERTIFICATE HOLDER**CANCELLATION**

City Of Harmony 225 3rd Ave SW, PO Box 488 Harmony MN 55939	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Nicole Johnson

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Morem Electric, Inc.

Electrical Contractors

715 Main Ave. N. • P.O. Box 537 • Harmony, MN 55939
(507) 886-4541 (bus) (507) 886-2669 (fax)



May 1, 2019

City of Harmony
Harmony, MN
55939

Selvig Park

Furnish & Install –

- 2 – 200 Amp meter sockets
- 2 – 200 Amp services
- 1 – 50 Amp GFI receptacle
- 2 – 110 GFI receptacles

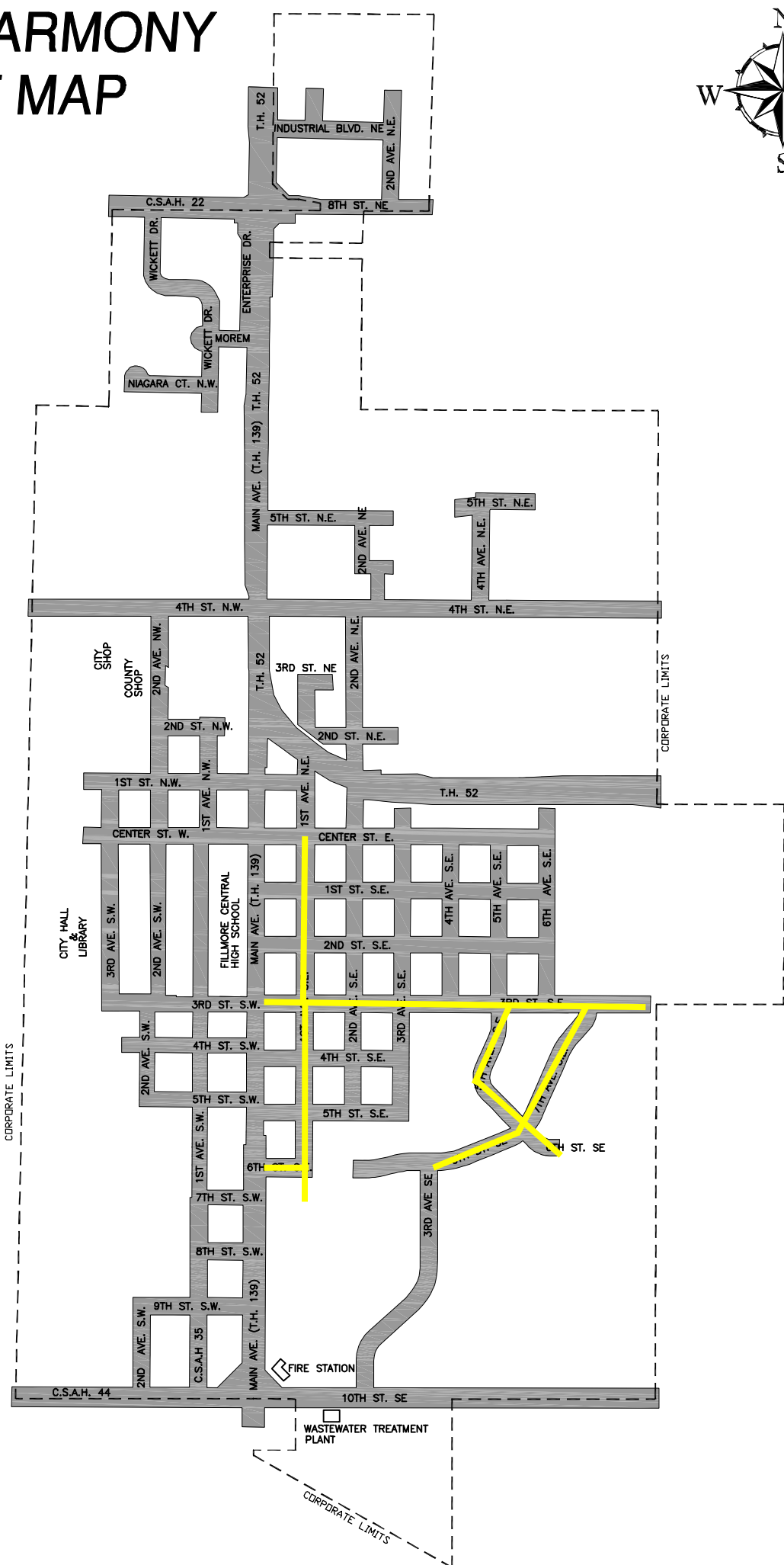
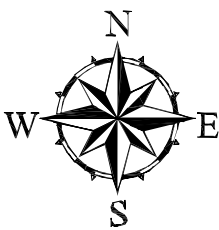
Estimate - \$3,250.00

This estimate includes wood structures & Inspection fees. Deduct \$380.00 for meter sockets.
Contact me with any additional questions.

Thank-you,


Stuart A. Morem
Morem Electric Inc.

CITY OF HARMONY STREET MAP



City of Harmony
Possible Street Project 2020
Cost Estimates

Street	From Street/Avenue	To Street/Avenue	Street Foot Width	Sewer	Water	Storm Sewer	Reconstruction	Mill/Overlay	Footage	Water Cost Per Foot	Sewer Cost Per Foot	Storm Sewer Cost Per Foot	Mill/Overlay Cost Per Foot	Total Cost
3rd St SE	1st Ave SE	dead end (past 7th Street)	27	No	No	No	No	Yes	2000				60.00	120,000
3rd St SE	Main Ave S	1st Ave SE	27	No	Yes	No	Partial	Partial	355	150.00			167.50	112,713
5th Ave SE	3rd St SE	6th St SE	27	No	No	No	No	Yes	1000				60.00	60,000
7th Ave SE	3rd St SE	3rd Ave SE	27	No	No	No	No	Yes	970				60.00	58,200
1st Ave SE	3rd St SE	5th Ave SE	30	Yes	Yes	No	Yes	No	750	150.00	100.00		275.00	393,750
1st Ave SE	5th St SE	dead end (past 6th Street)	30	No	No	No	No	Yes	700				60.00	42,000
6th St SE	Main Ave S	1st Ave SE	27	No	No	No	No	Yes	345				60.00	20,700
1st Ave SE	Center St E	3rd Ave SE	30	No	Yes	No	Yes	No	1125	150.00			275.00	478,125
														<u>1,285,488</u>

Annual:		
Debt Payment (3.0%, 10 year, \$1,500,000)		175,846
Potential Assessments Based Upon Assessment Policy		(35,040)
Reductions:		
Retirement of 2014A Bond (2021)		(17,500)
Reduction in 2013A Bond (2020)		(8,000)
Excess Levy Capacity from 2019 Levy		<u>(35,000)</u>
Net Change in Levy (payments start with 2021 Levy)		<u>80,306</u>

Current Tax Capacity	696,156
Current Level	700,000
Current Tax Rate	100.55%

Proposed Tax Rate With Project (3% change in tax capacity)	108.82%
This compares with the capital improvement plan presented to council in July 2018	

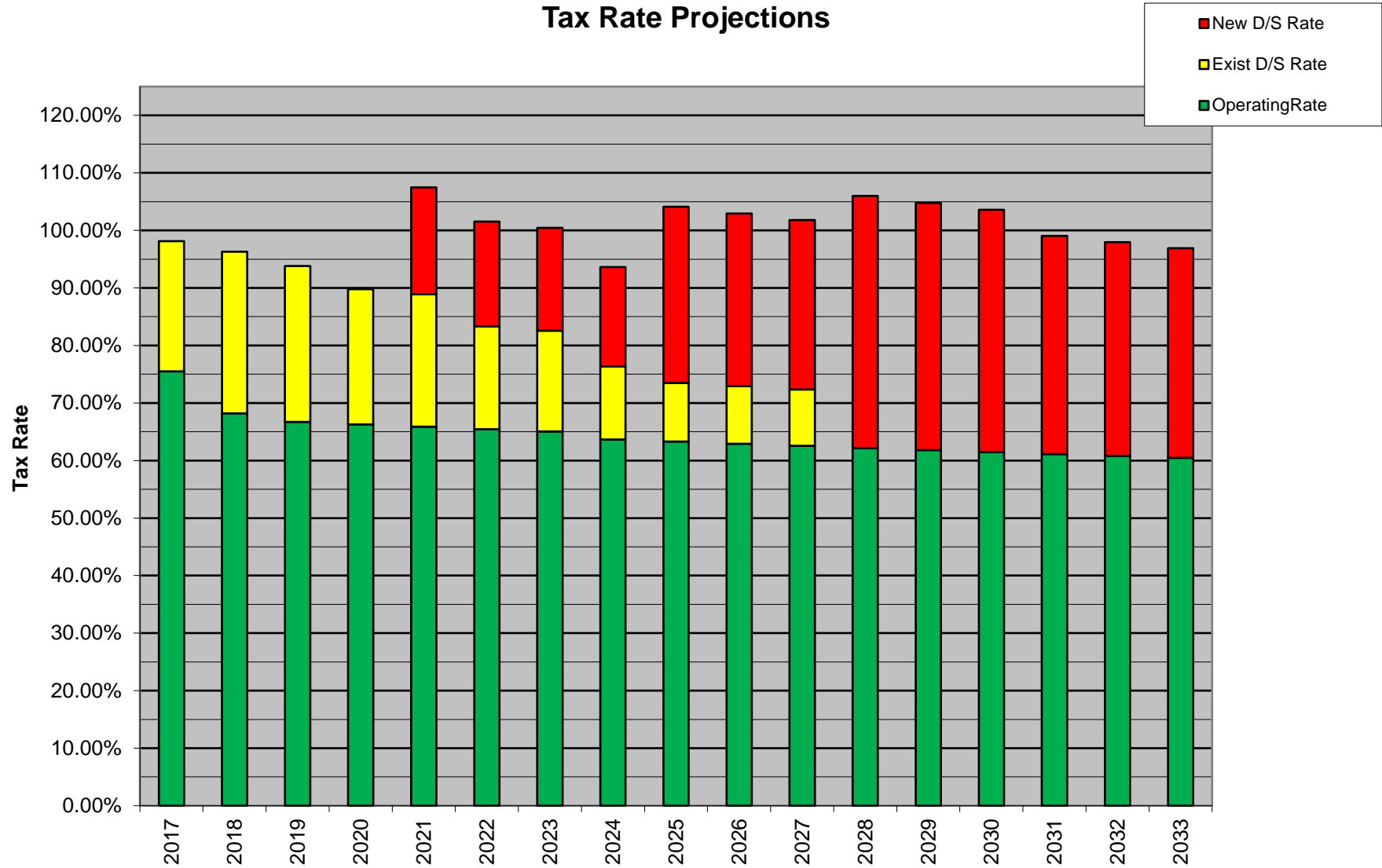
2018 UPDATE

Projects & Debt

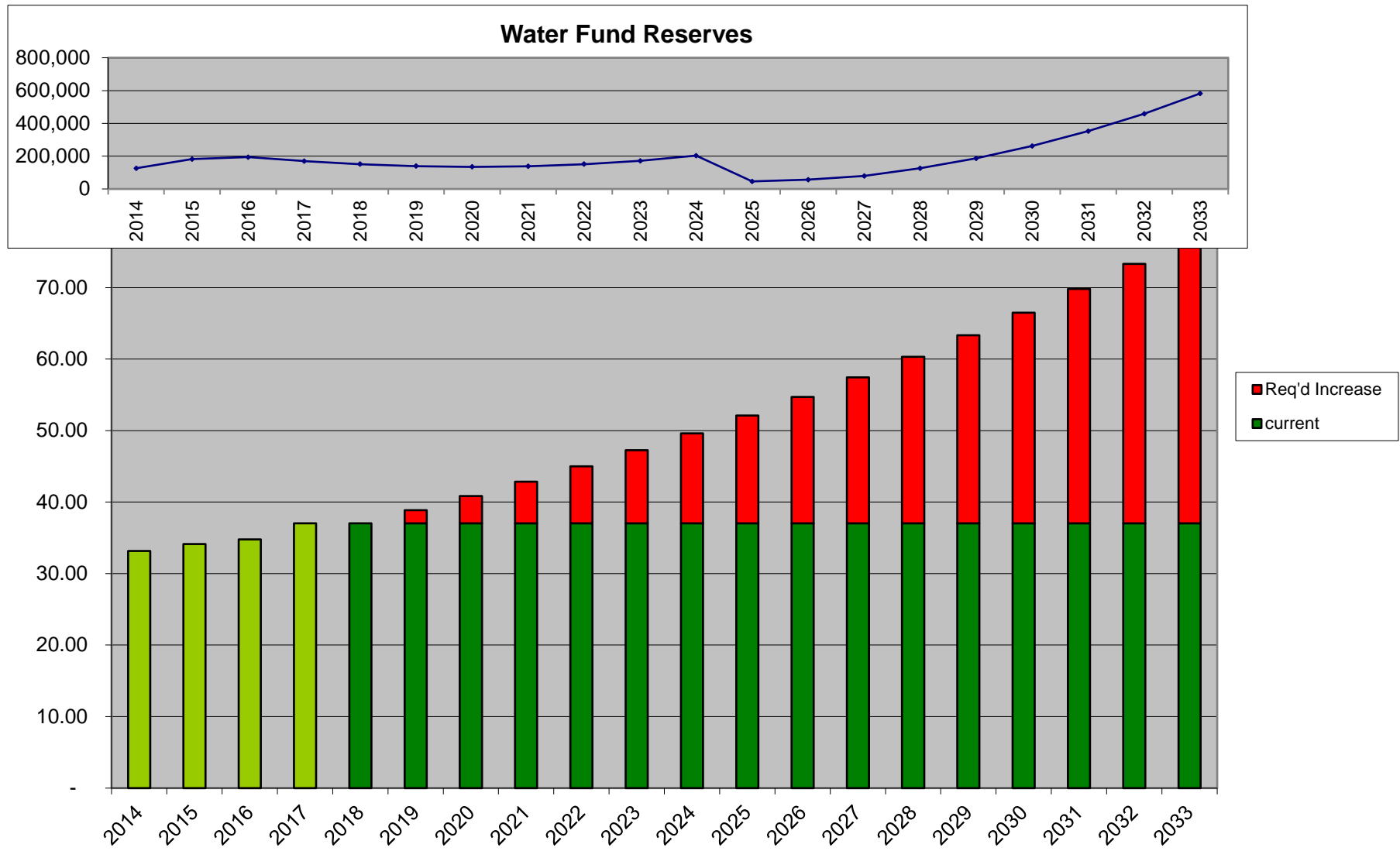
Repayment Sources

David Drown Associates, Inc.

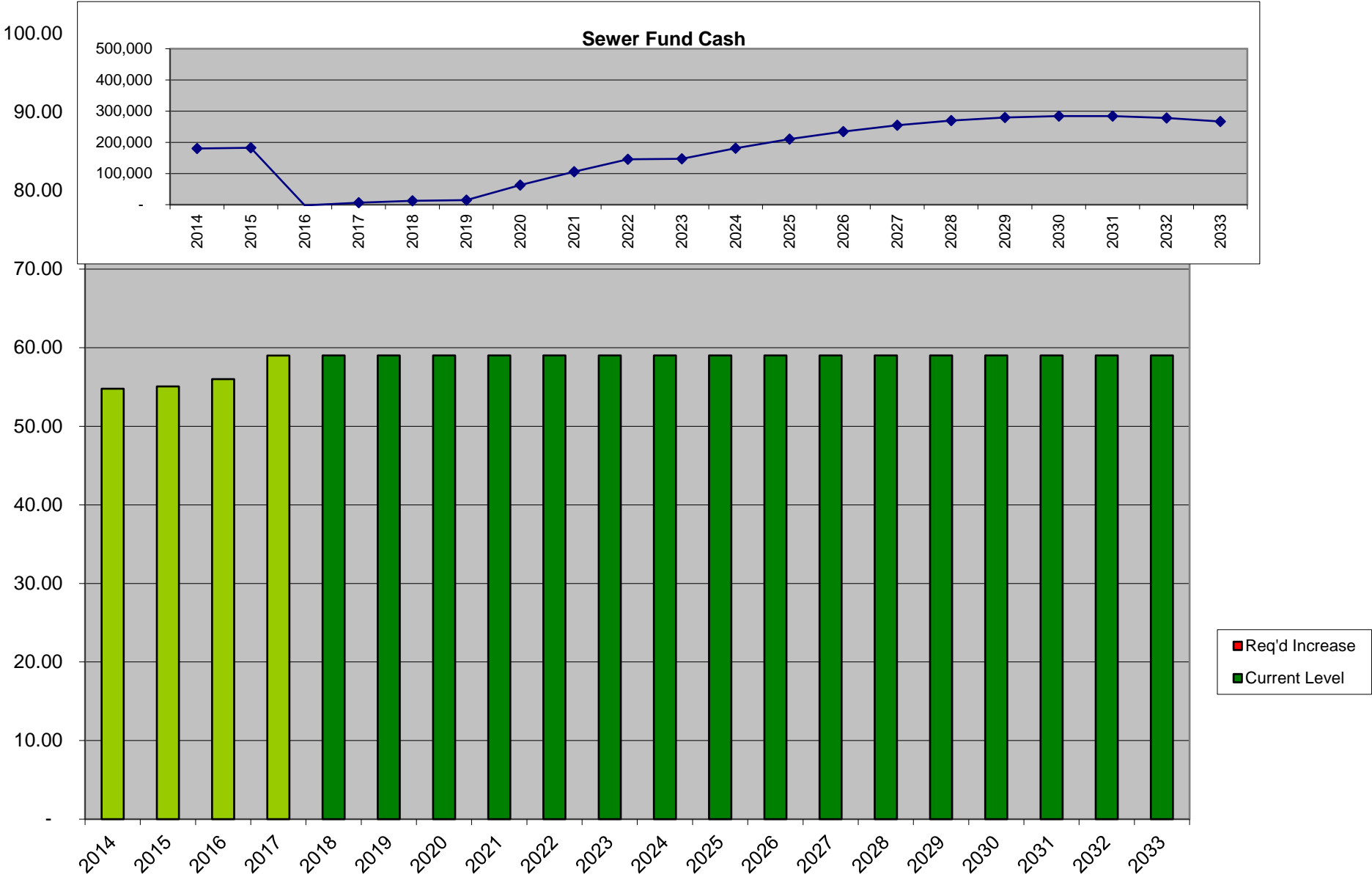
Tax Rate Projections



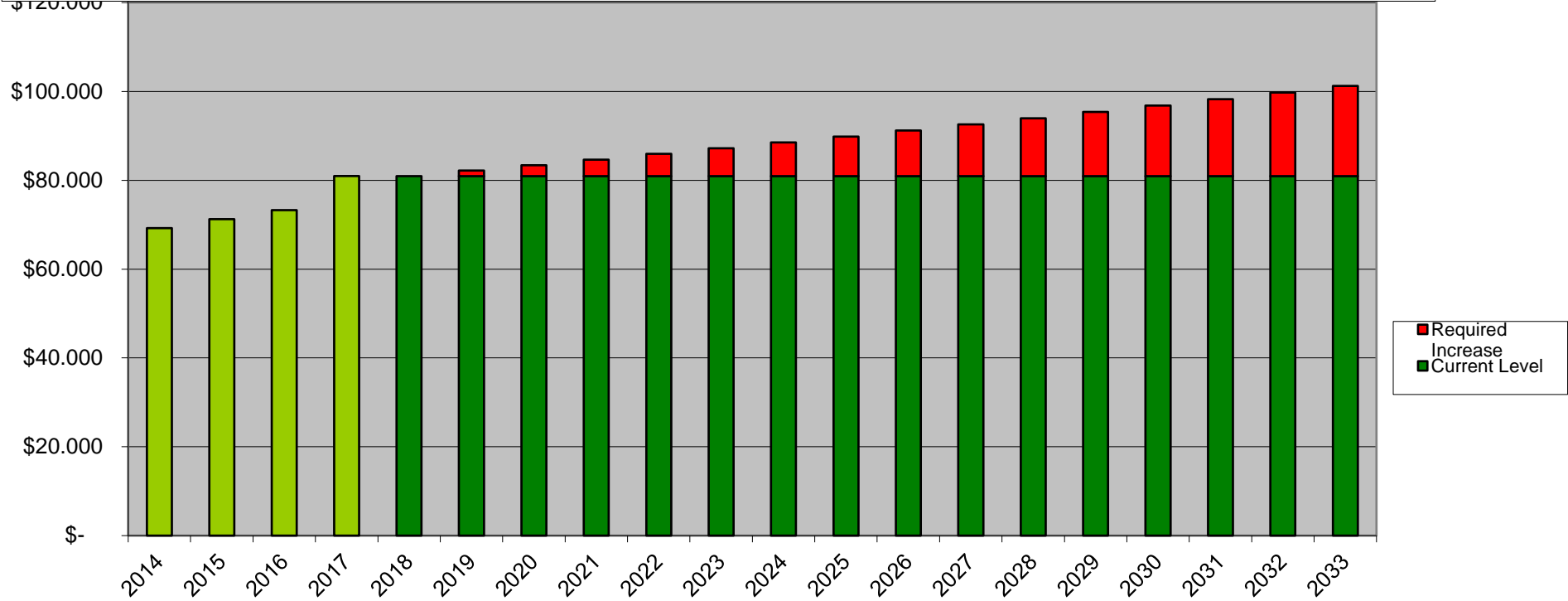
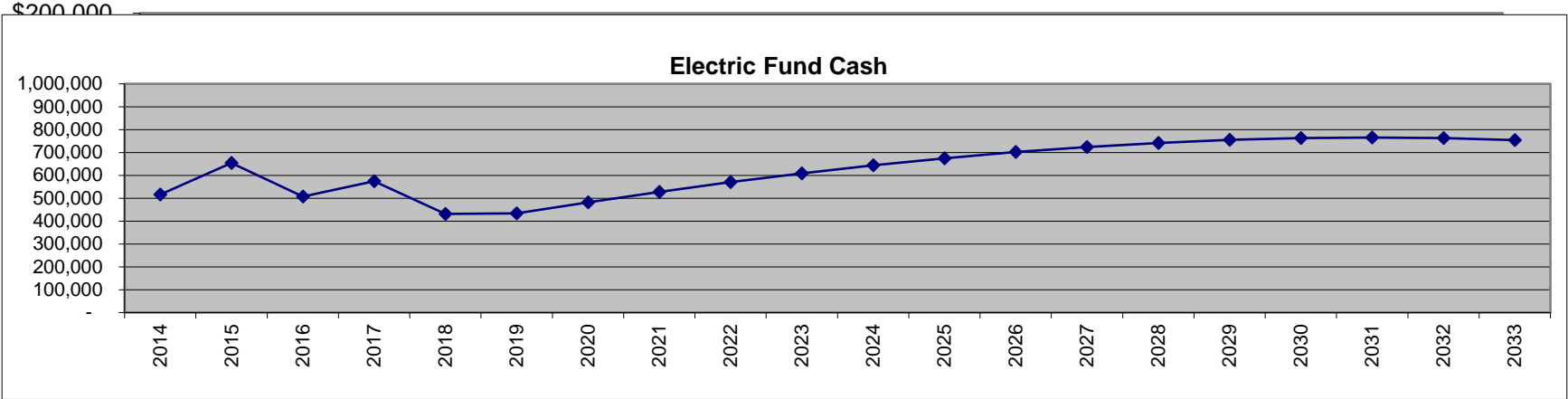
Monthly Water Bill ~ (5,000 gpm)



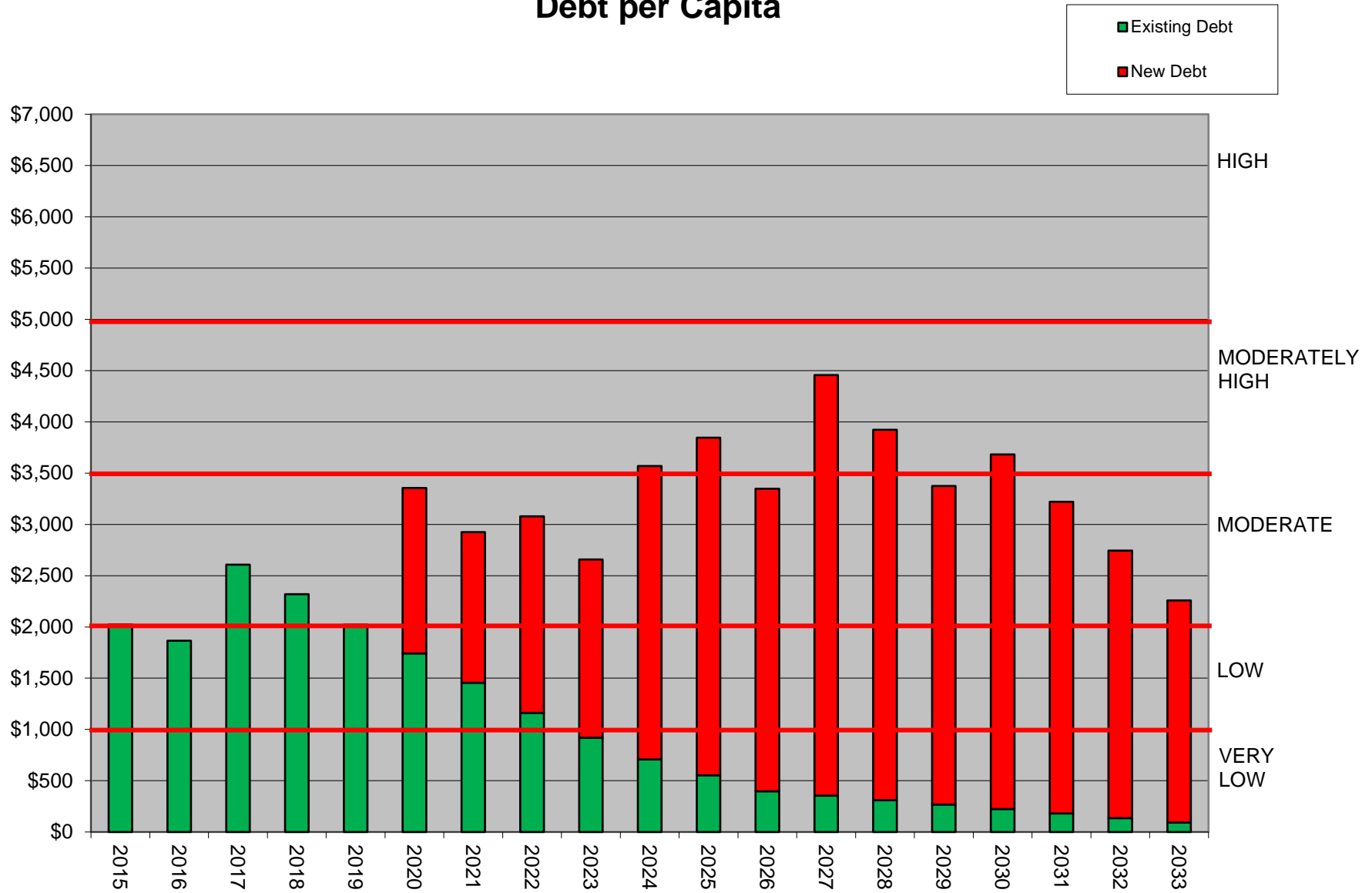
Monthly Sewer Bill ~ (5,000 gpm)



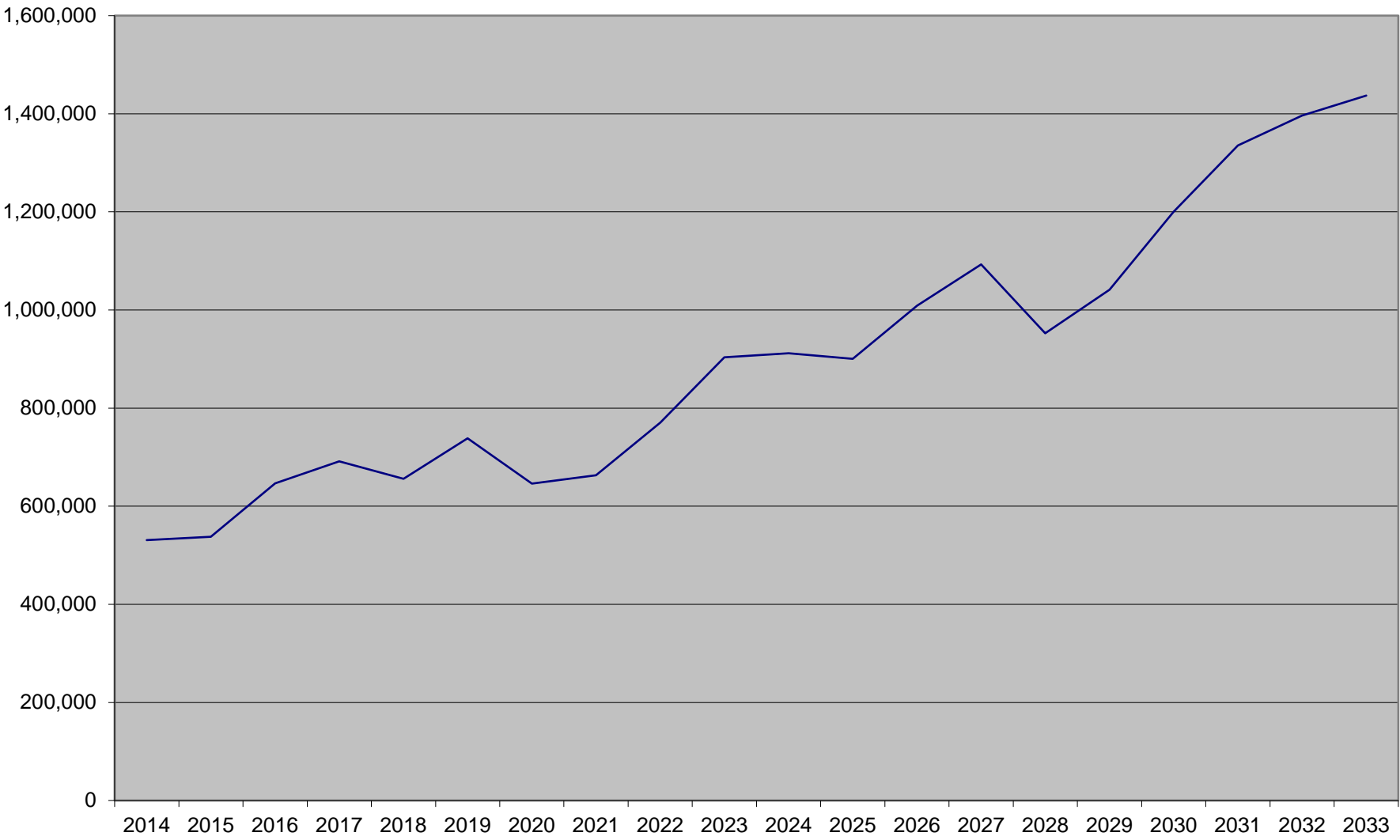
Monthly Electric Bill ~ (600 kwh)



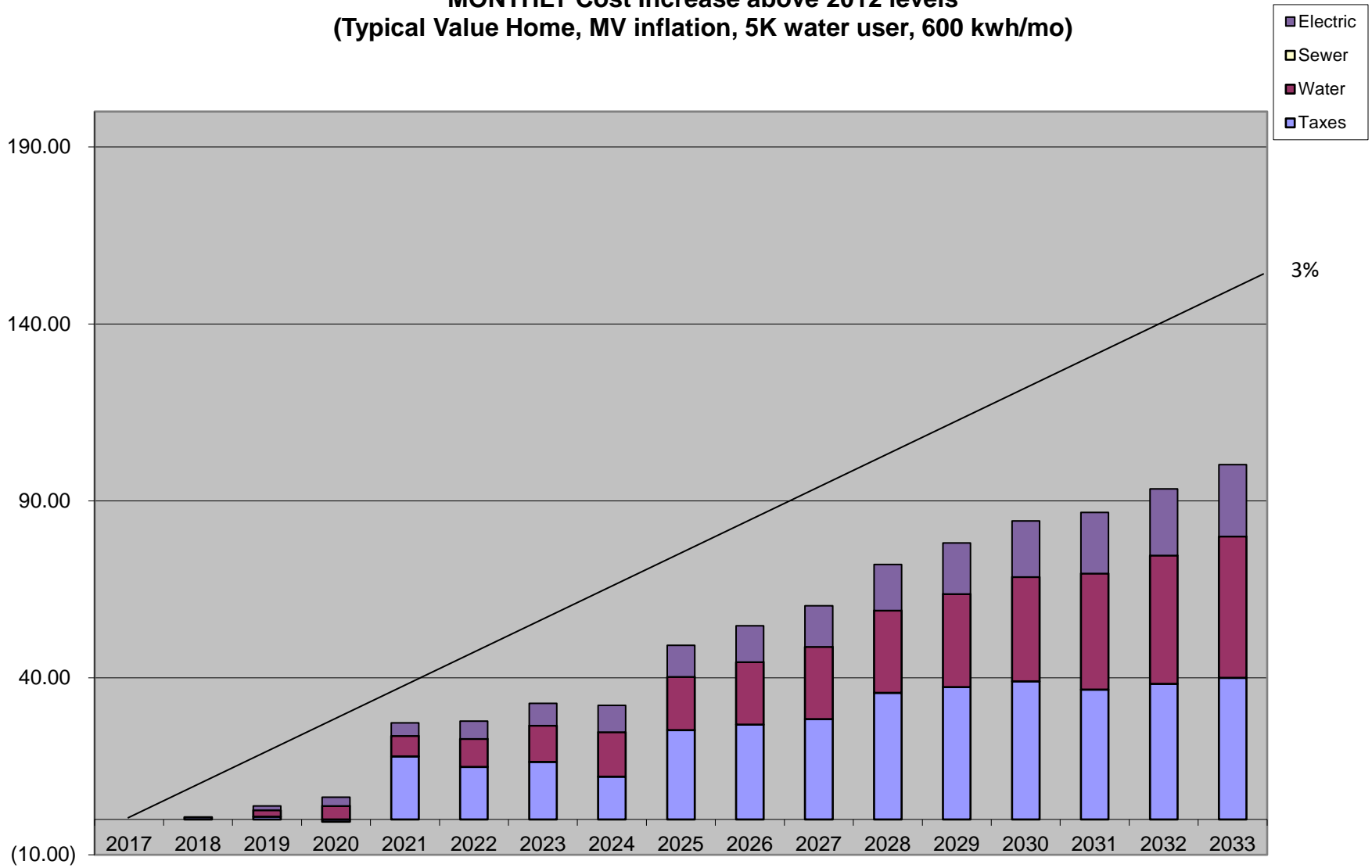
Debt per Capita



**Capital Project Fund
Reserves**



MONTHLY Cost Increase above 2012 levels
(Typical Value Home, MV inflation, 5K water user, 600 kwh/mo)



Hydrogeologic Assessment of the Drinking Water Source and Wells for the City of Harmony

DELINEATIONS – WELLHEAD PROTECTION AREA AND DRINKING WATER
SUPPLY MANAGEMENT AREA

VULNERABILITY ASSESSMENTS – WELLS AND DRINKING WATER SUPPLY
MANAGEMENT AREA

April 9, 2019

Hydrogeologic Assessment of the Drinking Water Source and Wells for the City of Harmony

Public Water Supply ID: 1230005

City of Harmony
225 Third Avenue Southwest
Harmony, Minnesota 55939
507-886-8122

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I hereby certify that this plan, document or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Geologist under the laws of the State of Minnesota.

Signature: _____ Date: _____

Printed Name: Justin L. Blum

License Number: 30577

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Glossary of Terms

Data Element. A specific type of information required by the Minnesota Department of Health to prepare a wellhead protection plan.

Drinking Water Supply Management Area (DWSMA). The area delineated using identifiable land marks that reflects the scientifically calculated wellhead protection area boundaries as closely as possible (Minnesota Rules, part 4720.5100, subpart 13).

Drinking Water Supply Management Area Vulnerability. An assessment of the likelihood that the aquifer within the DWSMA is subject to impact from land and water uses within the wellhead protection area. It is based upon criteria that are specified under Minnesota Rules, part 4720.5210, subpart 3.

Emergency Response Area (ERA). The part of the wellhead protection area that is defined by a one-year time of travel within the aquifer that is used by the public water supply well (Minnesota Rules, part 4720.5250, subpart 3). It is used to set priorities for managing potential contamination sources within the DWSMA.

Inner Wellhead Management Zone (IWMZ). The land that is within 200 feet of a public water supply well (Minnesota Rules, part 4720.5100, subpart 19). The public water supplier must manage the IWMZ to help protect it from sources of pathogen or chemical contamination that may cause an acute health effect.

Wellhead Protection (WHP). A method of preventing well contamination by effectively managing potential contamination sources in all or a portion of the well's recharge area.

Wellhead Protection Area (WHPA). The surface and subsurface area surrounding a well or well field that supplies a public water system, through which contaminants are likely to move toward and reach the well or well field (Minnesota Statutes, section 103I.005, subdivision 24).

Well Vulnerability. An assessment of the likelihood that a well is at risk to human-caused contamination, either due to its construction or indicated by criteria that are specified under Minnesota Rules, part 4720.5550, subpart 2.

Acronyms

CWI - County Well Index

DNR - Minnesota Department of Natural Resources

EPA - United States Environmental Protection Agency

FSA - Farm Security Administration

MDA - Minnesota Department of Agriculture

MDH - Minnesota Department of Health

MGS - Minnesota Geological Survey

MLAEM - Multi Layer Analytic Element Model

MnDOT - Minnesota Department of Transportation

MnGEO - Minnesota Geospatial Information Office

MPCA - Minnesota Pollution Control Agency

NRCS - Natural Resource Conservation Service

SWCD - Soil and Water Conservation District

UMN - University of Minnesota

USDA - United States Department of Agriculture

USGS - United States Geological Survey

Summary

Protection Areas - The recharge area for the wells is known as the wellhead protection area, or WHPA, and represents the area that contributes water to the city's wells within a 10-year time period. The area that contributes water within a one-year time period is known as the emergency response area, or ERA. Practical reasons require the designation of a management area that fully envelops the wellhead protection area, called the drinking water supply management area, or DWSMA. Each of these areas is shown in Figure 1.

Geology and Groundwater Flow – The city of Harmony has three primary wells that draw groundwater from layers of sedimentary bedrock from 340 to 1222 feet deep (Table 1). The drinking water from the bedrock is protected by layers of shale and mudstone from contamination that may be introduced at the ground surface. The wells are open to two different aquifer systems; the St. Peter - Prairie du Chien - Jordan and Lone Rock - Wonewoc. Groundwater flow directions are different in these two systems. The ground water flow in the St. Peter - Prairie du Chien - Jordan system converges from the area east of Harmony, flowing generally toward the west. In the deeper Lone Rock - Wonewoc Aquifer, the regional flow is generally to the northeast.

Table 1 - Water Supply Well Information

Local Well ID	Unique Number	Use/ Status	Casing Diameter (inches)	Casing Depth (feet)	Well Depth (feet)	Date Constructed/ Reconstructed	Aquifer	Well Vulnerability
Well #1	220989	Primary	12	342	1222	1936	Prairie du Chien - Wonewoc (OPCW)	Vulnerable
Well #2	220988	Primary	34 x 16	370	748	09/1949	Prairie Du Chien - Jordan (OPCJ)	Vulnerable
Well #3	805368	Primary	18 x 12	470	704	08/15/2015	Prairie Du Chien - Jordan (OPCJ)	Not Vulnerable

The city's public water supply infrastructure has changed since the Plan was first written in 2011. The city installed Well #3 (805368) in 2015 on the northern boundary of the city. In addition, changes in policy at MDH impacted the procedure for delineating the wellhead protection area for the Harmony wells. Because of these changes, it is necessary to re-delineate the wellhead protection areas.

The total volume of water pumped by the PWS wells has not appreciably changed from the 2011 delineation. Otherwise, no geological or water quality information has become available that would change the vulnerability assessments from the previous WHP plan.

Well Vulnerability - The vulnerability of each well has been assessed based on 1) well construction details, especially conformance with standards required by the state well code, 2) the geologic sensitivity of the aquifers, and 3) past monitoring results. Well #1 does not meet construction standards as grouting information is unknown. If the well was not grouted, it has the potential for acting as a conduit for flow of surface water and contaminants into the buried aquifers. Wells 2 and 3 meet construction standards. Wells 1 and 2 are considered vulnerable to contamination due to tritium being detected in the well water (Table 2). Detectable tritium indicates the presence of young (post-1953) water. This is reinforced by the chloride concentration and chloride/bromide ratios. Higher concentration or concentration ratios indicate recent recharge from the surface. The vulnerability of Wells 1 and 2 to contamination remains moderate. The vulnerability of Well #3 to contamination is low.

Table 2 - Isotope and Water Quality Results

Unique Number (Well Name)	Sample Date	Tritium	Nitrate (mg/L)	Chloride (mg/L)	Bromide (mg/L)	Chloride/ Bromide Ratio
Well #1 (220989)	6/1/1983	2.5	0.4	4.9		
Well #1 (220989)	9/5/2013		< 0.01	4.52	<0.005	> 904
Well #2 (220988)	6/1/1983	6	0.4	3		
Well #2 (220988)	9/5/2013		< 0.01	15	0.0064	2,340
Well #3 (805368)	3/28/2017	< 0.8	< 0.05	1.06	0.0129	82

DWSMA Vulnerability -The vulnerability of the city's aquifer throughout the DWSMA is based on the geologic sensitivity ratings of wells and their monitoring data (Table 2). Based on this information MDH has assigned a moderate vulnerability to the DWSMA. A moderate vulnerability ranking implies that water and contaminants may travel from the land surface to the city's aquifers within a time span of years to decades. The moderate rating also reflects uncertainty about the pathways by which young water may reach the wells. The pathways may be due to old unused or unsealed wells in the downtown area, or due to damaged casings of existing wells. Though, for the time being it is assumed that the clay-rich sediments that overlie the city's aquifers are leaky. Moderately vulnerable aquifers are prone to a variety of contaminant threats, including chemical storage tanks and abandoned wells which can provide conduits for contaminants to quickly reach the city's aquifers.

Water Quality Concerns - At present, none of the contaminants for which the Safe Drinking Water Act has established health-based standards is found above maximum allowable levels in the city's water supply, nor are any present at one-half of those levels.

Recommendations - Recommendations have been generated to improve future delineations and vulnerability assessments and should be considered for inclusion as management strategies in the city's wellhead protection plan. These activities include: well locating, water quality, and monitoring. Further details can be found in the Recommendations section of this report.



Technical Report

Discussion

This document describes the amendments to Part 1 of the wellhead protection (WHP) plan for the city of Harmony (PWSID 1230005). The purpose for amending the plan is to address the changes that have occurred since the plan was last approved, in order to update the WHP measures that are needed to protect public drinking water. In addition, the locations of the city's wells were adjusted for greater accuracy. The amended areas are somewhat smaller (Figure 1) primarily because of policy changes relative to the fractured rock delineation procedure. The work was performed in accordance with the Minnesota Wellhead Protection Rule, parts 4720.5100 to 4720.5590.

This report presents delineations of the wellhead protection area (WHPA) and drinking water supply management area (DWSMA), and the vulnerability assessments for the public water supply wells and DWSMA. Figure 1 shows the boundaries for the WHPA and the DWSMA. The WHPA is defined by a 10-year time of travel. Figure 1 also shows the emergency response area (ERA), which is defined by a one-year time of travel. Definitions of rule-specific terms used are provided in the "Glossary of Terms."

In addition, this report documents the technical information required to prepare this portion of the WHP plan in accordance with the Minnesota Wellhead Protection Rule. Additional technical information is available from MDH.

Table 1 lists all the wells in the public water supply system. Only wells listed as primary are required to be included in the WHP plan.

Assessment of the Data Elements

MDH staff met with representatives of the city of Harmony on September 12, 2017, for a scoping meeting that identified the data elements required to prepare Part I of the WHP plan. Appendix A presents the assessment of these data elements relative to the present and future implications of planning items specified in Minnesota Rules, part 4720.5210.

General Descriptions

Description of the Water Supply System

The city of Harmony obtains its drinking water supply from three primary wells. Information regarding these wells is summarized in Table 1.

Description of the Hydrogeologic Setting

The hydrogeologic setting is a summary of the physiographic, geologic, and hydrologic factors that control groundwater flow and quality. This description is based on information contained in reports, maps, and studies cited in the “Selected References” section of this report; along with well record data contained in the CWI database and water quality data on file at MDH. The hydrogeologic setting is used to formulate and justify the conceptual model of a groundwater flow system which is then quantitatively modeled. A quantitative summary of the hydrogeologic setting is presented in Table 3. The hydraulic properties of the two aquifer systems are summarized in Tables 4 and 5.

Regional Hydrogeology

Regionally, Harmony is situated on the eastern edge of the Prairie du Chien - Jordan Aquifer system in the bluffland area (Blum, 2012). The community is situated on the ridgeline between the Root River to the north and the Upper Iowa River to the south.

Local Geology

Geologic cross-sections of the region around Harmony are presented to illustrate the sequence and relationships between the rock units (Figures 3, 4 and 5). Geologic studies of Fillmore County indicate that in the area of Harmony there is a thin cover of glacial-fluvial sediments over layers of sedimentary bedrock. The uppermost bedrock layers are part of the regionally extensive Galena Group composed of carbonate rock and shale. This shallow bedrock is fractured and solution weathered. Many karst landforms such as caves and sinkholes developed within the Galena karst plain have been mapped in the area around Harmony.

At the base of the Galena Group, the Decorah, Platteville, and Glenwood Formations are composed primarily of shale, limestone and mudstone. These rock layers provide confinement that greatly slows the vertical movement of water recharging the aquifer system. This confining property of the rock is demonstrated by the difference in static water levels in well completed in the Galena Group above and the St. Peter Sandstone below these confining units (Figure 5). Under Harmony, the St. Peter Sandstone is unsaturated with a water table at about 1,020 feet elevation. This hydraulic break is an important part of the hydrogeologic setting and has a direct bearing on the delineations and vulnerability assessments.

Below the St. Peter Sandstone, the Prairie du Chien Group is composed primarily of dolostone, a soluble carbonate rock. Because of its solubility it contains solution enhanced features, fractures, and crevices that potentially transmit water at a much greater rate than that of a porous sandstone aquifer. Studies performed by the USGS and MGS have identified multiple solution enhanced flow zones within the Prairie du Chien. These zones of karst and/or bedding plane fractures provide the conduits for horizontal groundwater movement within the Prairie du Chien. Vertical fractures and faults provide the conduits for the vertical movement of water from rock outcrops or overlying bedrock layers to these horizontal zones within the Prairie du Chien Group and to the Jordan Sandstone below. In the Harmony area, the Prairie du Chien

Group is about 230 feet thick. The Jordan Sandstone is about 105 feet thick. Below the Jordan is a 75 foot thick layer of dolomitic shale, the St. Lawrence Formation. This unit is a regional aquitard that substantially limits the vertical movement of ground water to or from underlying aquifers.

The formations below the St. Lawrence Formation are the Lone Rock Formation composed of fine sandstone and shale and the deeper Wonewoc Sandstone. The composite thickness of these units is 196 feet. No wells are completed in deeper geologic formations in the Harmony area.

Harmony Well #1 is completed as a multi-aquifer well that is open to both the St. Peter - Prairie du Chien – Jordan and Lone Rock - Wonewoc Aquifer systems. Harmony Wells 2 and 3 are completed in the St. Peter - Prairie du Chien - Jordan Aquifer system.

Local Hydrology

There is a topographic divide in Harmony. The southern part of the city drains to the south, to the Upper Iowa River, and the northern part drains to the north, to the Root River. Groundwater elevations in the drinking water aquifer loosely follow this trend, based on static water levels from well records (Figure 6). The groundwater divide shifts slightly to the south with respect to the surface water divide.

The regional direction of groundwater flow in the St. Peter - Prairie du Chien - Jordan Aquifer system is eastward toward the Mississippi River. However in the bluffland area where younger bedrock cover is thin on the ridge crests and lacking entirely in the dissected drainages, the flow directions are strongly affected by both focused recharge and discharge associated with localized high-conductivity fractures and/or conduits. This condition is demonstrated by the groundwater minimum to the northwest of Harmony on the trend of the Camp Creek drainage, and the groundwater maximum to the northeast of Harmony where the South Fork of the Root River crosses outcrop of the aquifer. The locations of the groundwater divide and sources and sinks for groundwater causes flow directions to converge around Harmony and drain towards the northwest. These karstic flow conditions are quite difficult to model because the sources and sinks of groundwater are not evident on the land surface.

Groundwater elevations in the deeper aquifer system, Lone Rock – Wonewoc Sandstone, are not well known because of the lack of wells in the area that penetrate to that depth. From regional studies, the elevation of groundwater in the Lone Rock – Wonewoc Sandstone is approximately 1030 with a flow direction towards the northeast (Figure 7).

Assessment of the Connection of Surface Water to Groundwater

As discussed in the original WHP plan, historic detections of tritium demonstrate the vulnerability of the PWS Wells 1 and 2 to contamination. In addition, samples taken in 2015 from Wells 1 and 2 show a chloride-bromide ratio that is characteristic of groundwater that has been impacted by human activities, (Table 2).

However, the unsaturated St. Peter Sandstone below the perched water table in the Galena Group creates a hydraulic break that demonstrates that the rate of vertical movement of groundwater is quite small, on the order of 1.0×10^{-6} feet/day. This is corroborated by the fact that several feet of diesel fuel (free product) were found in a well constructed in shallow bedrock during road reconstruction in central Harmony in the 1990's. This significant volume of contamination had been in place for many years. Water samples from Wells 1 and 2 have been regularly tested for petroleum compounds and none have been detected, up to this time.

The new well, Harmony #3, located to the north and outside of the developed area shows a distinctly different water quality profile. Tritium and nitrate-nitrogen are non-detect and the chloride-bromide ratio is characteristic of groundwater that has been not been impacted by human activities.

In conclusion, the water quality indicators of vulnerability show two different sources of water to the PWS wells. The wells located in central Harmony, Wells 1 and 2, are impacted by human activities and are vulnerable to contamination. Thankfully, these wells appear to be protected from existing petroleum groundwater contamination by natural attenuation of these contaminants. Harmony Well #3 appears to draw water from an area that has a long residence time for groundwater and no direct link to infiltrating groundwater. These data are also consistent with other characteristics of the hydrogeologic setting and indicate no change in conditions from the original WHP Plan.

Delineation of the Wellhead Protection Area

Delineation Criteria

The boundaries of the WHPA for the city of Harmony are shown in Figure 1. Tables 6 and 7 describes how the delineation criteria specified under Minnesota Rules, part 4720.5510, were addressed.

Pumping data was obtained from the DNR Permit and Reporting System (MPARS) for the public water supply's Appropriations Permit Number 1979-5170. These values, confirmed by the public water supplier, were used to identify the maximum volume of water pumped annually by each well over the previous five-year period, as shown in Table 8. An estimate of the pumping for the next five years is also shown. The maximum daily volume of discharge used as an input parameter in the model was calculated by dividing the greatest annual pumping volume by 365 days.

Modifications of the reported pumping volumes were made to address the abbreviated history of pumping Well #3 and the multi-aquifer construction of Well #1. As Well #3 was added to the system in 2016, the existing record is not representative of its projected use. An annual pumping volume was estimated by taking one-third of the average yearly production of all

wells, 169 m³/day, for modeling purposes. As for Well #1, the volume apportioned to the aquifer layers was estimated by the contrast in transmissivity between the aquifer systems. Thirteen percent of the water is estimated to be produced by the Lone Rock - Wonewoc Aquifer, 24.5 m³/day.

Method Used to Delineate the Wellhead Protection Area

The WHPA for the city of Harmony's wells was determined using the porous media modeling software code MLAEM (Strack, 1989). The WHPA was also calculated using the calculated fixed radius procedure, which is described in the MDH Guidance for Delineating Wellhead Protection Areas in Fractured and Solution-Weathered Bedrock (MDH, 2012). The resulting WHPA boundaries are a composite of the capture zones calculated from several different model scenarios (Figure 1).

Porous Media Delineation

The MLAEM Code was selected because it is capable of simulating the influence of 1) surface water features, 2) spatial variability of geologic materials, 3) variable vertical infiltration, and 4) the pumping influence of multiple high-capacity wells. All of these conditions were considered for this delineation. In general, the input parameters for the model were determined from information 1) provided by the public water supplier, 2) interpreted from local well logs and pumping test data, and 3) obtained from existing published reports and maps (see References).

Representative aquifer parameters were used in the base case model scenarios for the two aquifer systems. The construction and calibration of the regional St. Peter - Prairie du Chien - Jordan model is described in Blum, 2013. A separate flow model was developed for the deeper Lone Rock - Wonewoc Aquifer system to delineate the capture area for Harmony Well #1. The parameters for the porous media models runs are taken from the tables describing the thickness, base elevation, and hydraulic conductivity of the respective aquifer layers (Tables 3 through 5). Normally, additional modeling scenarios are performed using reasonable estimations of parameters to demonstrate model sensitivity and to reflect the range of uncertain parameters. However, uncertainty in the porous-media capture zones for both aquifer systems is encompassed by the larger fracture-flow capture area. Therefore, model runs to document sensitivity and uncertainty were not performed.

Fractured and Solution-Weathered Rock Delineation

The fracture-flow delineation procedure was developed to address the increased variability in flow velocities and directions in geologic settings with secondary porosity (MDH, 2011). This guidance describes a modified volumetric analysis and does not use a model based on flow equations. The area that is calculated by this procedure is called a calculated-fixed-radius (CFR) capture zone. Appendix B of this report documents the steps and results of the fracture-flow procedure.

The combined output of all model results and the fractured rock procedure, Figure 8, were composited to create the final WHPA (Figure 1).

Results of Model Calibration and Sensitivity Analysis

Model calibration is a procedure that compares the results of a model based on estimated input values to measured or known values. This procedure can be used to define model validity over a range of input values, or it helps determine the level of confidence with which model results may be used. As a matter of practice, groundwater flow models are usually calibrated using water elevation and/or flux. The sensitivity analysis quantifies the differences in model results produced by the natural variability of a particular parameter. Uncertainty analysis addresses the effects of poor data quality (lack of local detailed information or deficiencies in the data) on the model results. Together, sensitivity and uncertainty analyses are commonly used to evaluate the effects that natural variability and uncertainties in the hydrogeologic data have on the size and shape of the capture zones. In regards to the WHPA delineation, these analyses are used to document that the delineation is optimal, conservative, and protective of public health based on existing information.

Model Calibration

Calibration of the regional St. Peter - Prairie du Chien-Jordan flow model to both head and flux is described in Blum, 2013. The flow model for the deeper Lone Rock - Wonewoc Aquifer system cannot be calibrated to either head or flux because of a lack of local information. Qualitative evaluations of the calibration can be made by comparing the potentiometric surface (Figures 6 and 7) with observed water level targets obtained from the CWI database. The regional flow model generally captures the major features of the groundwater flow system along with the elevation, shape, magnitude, and gradient of the observed flow field. However, directions of flow in this portion of the bluffland area are particularly difficult to simulate because of the influence of local focused recharge and discharge in the fractured and solution weathered bedrock on the flow field. For instance, the observed water elevation at Well #3 location was modeled within five feet even though the direction of flow was not well modeled.

Sensitivity Analysis

Model sensitivity is the amount of change in model results caused by the variation of a particular input parameter. Because of the relative simplicity of this particular MLAEM, the direction and extent of the modeled capture zone may be very sensitive to any of the input parameters:

- The **pumping rate** directly affects the volume of the aquifer that contributes water to the well. An increase in pumping rate leads to an equivalent increase in the volume of aquifer and an expanded capture zone, proportional to the porosity of the aquifer materials.

How Addressed and Results – The pumping rate is based on the results presented in Table 8 and, therefore, is not considered a variable factor that will

influence the delineation of the WHPA. The modeled pumping rate is based on the largest annual pumping during the last five years of record, as shown in Table 8, and therefore the sensitivity of the delineation to this parameter is assumed to be minimal when compared with the other parameters discussed below.

- The **direction of groundwater flow** determines the orientation of the capture zone. Variations in the direction of groundwater flow will not affect the size of the capture zone but are important for defining the areas that are contributing water to the well.

How Addressed and Results – General flow direction was determined based upon static water levels of similarly screened wells in the area of the model. Overall, the sensitivity of the WHPA to the direction of groundwater flow should not be significant, given the current knowledge of the hydraulic head distribution in the aquifer. For the fracture flow delineation, the range of groundwater flow directions is input directly into the calculation of the capture area.

- The **hydraulic gradient** (along with aquifer hydraulic conductivity) determines the rate at which water moves through the aquifer materials.

How Addressed and Results – The flow field shown in Figure 2 provides the basis for determining the extent to which each model run reflects the conceptual understanding of the orientation of the capture area for each well. The regional model has been calibrated to hydraulic heads. The sensitivity of the WHPA to the hydraulic gradient should not be significant given the current knowledge of the hydraulic head distribution in the aquifer.

For the fracture flow delineation, the groundwater flow gradient is input directly into the capture zone calculations and is used to determine whether upgradient extensions are necessary for the capture zones.

- The **hydraulic conductivity** influences the size and shape of the capture zone. A decrease in hydraulic conductivity decreases the length of the capture zone and increases the distance to the stagnation point, making the capture zone more circular in shape and centered on the well.

How Addressed and Results – For the porous media calculation, a range of hydraulic conductivity values was calculated from specific capacity and aquifer tests conducted on the PWS wells. The highest quality information available was from the production test of Harmony Well #3 and these values were used in the model.

Hydraulic conductivity is not used in the fracture flow procedure. Therefore, the fractured rock CFR is not sensitive to this parameter.

- The **aquifer porosity** influences the size and shape of the capture zone.

How Addressed and Results – Decreasing the porosity causes a linear, proportional increase in the areal extent of the capture zone. A literature value of 22 percent was used for the porous media delineation and this value was not varied (Fetter, 2001). For the fracture flow procedure a value of five percent was used as recommended by the MDH Guidance (2011).

- The **aquifer thickness** influences the size and shape of the capture zone.

How Addressed and Results – Final aquifer thicknesses used in the porous media model were based on the cross-sectional analysis (Figures 4, 5 and 6). In southeastern Minnesota, the Paleozoic bedrock aquifers do vary in thickness but on regional or county scale, rarely with local variation large enough to affect the delineation. The model layering closely follows the overall regional stratigraphy (Table 3).

For the fracture flow procedure the MDH guidance requires a maximum aquifer thickness value of 200 feet (61 meters) for the volumetric calculation (MDH, 2011).

Addressing Model Uncertainty

Using computer models to simulate groundwater flow involves representing a complicated natural system in a simplified manner. Local geologic conditions may vary within the capture areas of the public water supply wells, but the amount of existing information needed to accurately define this degree of variability is often not available for portions of the WHPA. In addition, the current capabilities of groundwater flow models may not be sufficient to represent the natural flow system exactly. However, the results are valid within a range defined by the reasonable variation of input parameters for this delineation setting.

The steps employed for this delineation to address model uncertainty were:

1. Pumping Rate – For each well, a maximum historical (five-year) pumping rate or an engineering estimate of future pumping, whichever is greater (Minnesota Rules, part 4720.5510, subpart 4).
2. The capture area that is produced by the fracture-flow procedure depends only porosity, thickness, and pumping rate. Hydraulic conductivity is not a part of the calculation.
3. Modification (extension) of the CFR for uncertainty in groundwater flow direction.

Capture areas were developed for a range of aquifer properties and times of travel of one and of 10 years (Figure 6).

Conjunctive Delineation

The vulnerability of the DWSMA is moderate; therefore, according to current MDH guidance, the need for a conjunctive delineation must be assessed. Geologic sensitivity within and around the groundwater capture zone is low because of the thickness of geologic cover over the aquifer systems. The moderate vulnerability of the aquifer and DWSMA is based on chemical and isotopic data from the city's primary wells. These data indicate that two of the three wells produce water that has been affected by human activities but there are no nearby

perennial bodies of surface water that may provide recharge to the groundwater flow system. Also, the location of the community on a topographic high causes the topographic component of a potential conjunctive delineation to collapse to the area directly overlying the capture zones. Because of the lack of perennial surface water and community's physiographic location a conjunctive delineation is not required.

Delineation of the Drinking Water Supply Management Area

The boundaries of the Drinking Water Supply Management Area (DWSMA) were defined by the city of Harmony using the following features (Figure 1):

- Center-lines of highways, streets, roads, or railroad rights-of-ways.
- Public Land Survey coordinates.
- Property or fence lines.

Vulnerability Assessments

The Part I wellhead protection plan includes the vulnerability assessments for the city of Harmony's wells and DWSMA. These vulnerability assessments are used to help define potential contamination sources within the DWSMA and select appropriate measures for reducing the risk that they present to the public water supply.

Assessment of Well Vulnerability

The vulnerability assessments for each well used by the city of Harmony are listed in Table 1 and are based upon the following conditions:

1. Well #1 does not meet construction standards as grouting information is unknown. If the well was not grouted, it has the potential for acting as a conduit for flow of surface water and contaminants into the buried aquifers.
2. The construction of Wells 2 and 3 meet current State Well Code specifications (Minnesota Rules, part 4725), meaning that the well itself should not provide a pathway for contaminants to enter the aquifer used by the public water supplier.
3. The geologic conditions at the three well sites include a cover of clay-rich geologic materials over the aquifer, however it is not sufficient to retard or prevent the vertical movement of all contaminants.
4. None of the human-caused contaminants regulated under the federal Safe Drinking Water Act have been detected at levels indicating that the well itself serves to draw contaminants into the aquifer as a result of pumping.
5. Historic tritium analyses, 1983, demonstrated the vulnerability of Wells 1 and 2. Samples collected in 2013 for a state-wide water quality assessment and in 2017 from the new well were analyzed for tritium, nitrate, chloride and bromide. The 2013 chloride and bromide results show that Wells 1 and 2 are impacted by human activities (Table 2) and confirm the vulnerable nature of these wells. (Alexander and Alexander,

1989) The samples from Well #3 showed tritium to be not detectable, and chloride and bromide concentrations were consistent with a lack of human impacts.

Assessment of Drinking Water Supply Management Area Vulnerability

The vulnerability of the DWSMA is based upon the following information:

1. Isotopic and water chemistry data from wells located within the DWSMA indicate that the aquifer contains water that has detectable levels of tritium or human-caused contamination.
2. Review of the geologic logs contained in the CWI database, geological maps, and reports indicate that the aquifer exhibits a low geologic sensitivity throughout the DWSMA and is isolated from the direct vertical recharge of surface water.

Therefore, given the information currently available, it is prudent to assign a moderate vulnerability rating to the DWSMA, in accordance with the Minnesota Wellhead Protection Rule (parts 4720.5100 to 4720.5590). The assignment of a uniform vulnerability over the entire DWSMA, apparently without respect to differences in water quality between wells, is based on uncertainties of the source(s) of recharge to the aquifer and inherent uncertainty of flow through fractured and solution weathered bedrock.

Recommendations

The following recommendations have been generated to inform the next amendment of the city of Harmony's Wellhead Protection Plan.

1. Well Locating: This delineation is based on very little well data. If wells are constructed within two miles of the city or one mile of the DWSMA, their locations should be verified. This information may allow a better understanding of the extent and thickness of the city's aquifers, and could result in a more refined WHPA in the future.
2. Water Quality Monitoring: The vulnerability assessment group of parameters (those shown on Table 2) should be analyzed during year six on samples from the primary wells, contingent on funding assistance from MDH for sampling and analysis. The city may need to collect the samples and ship them to MDH. Information generated by this sampling will be used to refine vulnerability assessments for the next amendment.
3. Historic public water supply wells of record that served Harmony were not sealed according to current regulations. As per our present understanding, one of these wells is located under a building that is an active business. Official land records should be annotated as to the possible presence of this well on the property, as it is a potential liability. Plans should be made as to the investigation and possible sealing of the well when the building foundation is accessible.
4. MDH understands that Well 2 was video logged in 2016. It is recommended that when Well 1 is scheduled for maintenance and the pump is removed for service, it should also be inspected for casing defects and localized zones of preferential flow in the open borehole. If possible, the wells should also be geophysically logged with a flow-

metering device as currently performed by the Minnesota Geological Survey. This information can be quite helpful for drinking water protection by documenting possible multi-aquifer and intra-aquifer flow in fractured bedrock.

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Tables

Table 1 - Water Supply Well Information

Local Well ID	Unique Number	Use/ Status	Casing Diameter (inches)	Casing Depth (feet)	Well Depth (feet)	Date Constructed/ Reconstructed	Aquifer	Well Vulnerability
Well #1	220989	Primary	12	342	1222	1936	Prairie du Chien - Wonewoc (OPCW)	Vulnerable
Well #2	220988	Primary	34 x 16	370	748	09/1949	Prairie Du Chien - Jordan (OPCJ)	Vulnerable
Well #3	805368	Primary	18 x 12	470	704	08/15/2015	Prairie Du Chien - Jordan (OPCJ)	Not Vulnerable

Table 2 - Isotope and Water Quality Results

Unique Number (Well Name)	Sample Date	Tritium	Nitrate (mg/L)	Chloride (mg/L)	Bromide (mg/L)	Chloride/ Bromide Ratio
Well #1 (220989)	6/1/1983	2.5	0.4	4.9		
Well #1 (220989)	9/5/2013		< 0.01	4.52	<0.005	> 904
Well #2 (220988)	6/1/1983	6	0.4	3		
Well #2 (220988)	9/5/2013		< 0.01	15	0.0064	2,340

Unique Number (Well Name)	Sample Date	Tritium	Nitrate (mg/L)	Chloride (mg/L)	Bromide (mg/L)	Chloride/ Bromide Ratio
Well #3 (805368)	3/28/2017	< 0.8	< 0.05	1.06	0.0129	82

Table 3 – Hydrogeologic Setting

Geologic Name	Aquifer or Aquifer System ¹	Rock Type	Thickness (ft)	Stratigraphic Elevation (ft MSL) Top	Stratigraphic Elevation (ft MSL) Bottom
Galena Group, Cummingsville Formation	Galena	Dolostone	variable	1275	1180
Decorah- Platteville- Glenwood Formations	Decorah- Platteville- Glenwood Aquitard	Shale and Dolostone	96	1180	1084
St. Peter Sandstone	St. Peter - Prairie du Chien - Jordan	Sandstone	75	1084	1008
Prairie du Chien Group	St. Peter - Prairie du Chien - Jordan	Fractured Dolostone and Sandstone	282	1008	720
Jordan Sandstone	St. Peter - Prairie du Chien - Jordan	Sandstone	115	720	605
St. Lawrence Formation	St. Lawrence Aquitard	Dolostone and Shale	101	605	504

¹ Confining layers are shaded

Geologic Name	Aquifer or Aquifer System¹	Rock Type	Thickness (ft)	Stratigraphic Elevation (ft MSL) Top	Stratigraphic Elevation (ft MSL) Bottom
Lone Rock Sandstone	Lone Rock - Wonewoc	Fine Sandstone	176	504	328
Wonewoc Sandstone	Lone Rock - Wonewoc	Sandstone	20	328	308
Eau Claire Formation	Eau Claire Aquitard	Sandy Shale	185 +	308	123

Table 4 - Hydraulic Characteristics of St. Peter - Prairie du Chien - Jordan Aquifer System

Layer ¹	Transmissivity, T [ft ² /day] ²	Thickness (feet)	Hydraulic Conductivity, k [ft/day] ³	Hydraulic Resistance (day)	Porosity, n ⁴ (value and type)	Hydraulic Confinement
Decorah- Platteville- Glenwood Aquitard		96	k' ~ 1e -6	100,000	0.3 porous media	Unconfined to Confined
St. Peter Sandstone	975	75	13	0	0.25 porous media	Unconfined to Confined
Basal St. Peter Aquitard		1	k' ~ 1e -3	1,200	0.3 porous media	Confined
Prairie du Chien Group	5,640	280	20	0	0.05 fractured, solution weathered	Confined
Basal Prairie du Chien Aquitard		1	k' ~ 1e -3	4,000	0.3 porous media	Confined
Jordan Sandstone	2,645	115	23	0	0.25 porous media	Confined
St. Lawrence Aquitard		101	k' ~ 1e -6	300,000	0.3 porous media	B Confined bank

Notes:

¹ Confining layers are shaded

² The determination of aquifer properties-aquifer test plan forms were approved on April 30, 2018.
Transmissivity was determined from a production test performed on Well #3, regional published values, and tests performed on other wells in a similar hydrogeologic setting.

³ The reference value was obtained from the reference transmissivity value divided by the layer thickness (Table 3).

⁴ The representative porosity is from MDH (2011).

Table 5 - Hydraulic Characteristics of Lone Rock - Wonewoc Aquifer System

Layer	Transmissivity, T [ft ² /day]	Hydraulic Conductivity, k [ft/day]	Hydraulic Resistance (day)	Porosity, n (value and type)	Hydraulic Confinement
St. Lawrence Aquitard		$k' \sim 1e-6$	300,000	0.3 porous media	
Lone Rock Sandstone	800	4.6	0	0.25 porous media	Confined
Wonewoc Sandstone	290	14.4	0	0.25 porous media	Confined
Eau Claire Aquitard		$k' \sim 1e-6$	500,000	0.3 porous media	

Note: Confining layers are shaded

Table 6 - WHPA Delineation Criteria for the St. Peter - Prairie du Chien - Jordan Aquifer System

Criterion	Descriptor	How the Criterion was Addressed
Hydrogeologic Boundary	Aquifer Boundary or Hydrologic Feature	There are no flow boundaries close enough to the city wells that may have an impact on their capture areas.
Hydraulic Boundary	Other High-Capacity Wells	None found (DNR state water use dataset)
Daily Volume of Water Pumped	See Table 8	Annual pumping information obtained from Minnesota DNR Appropriations Permit 1979-5170 was converted to a daily volume pumped by a well.
Groundwater Flow Field	See Figure 6	Defined by using static water level elevations from well records in the CWI database and documents listed in the “Selected References” section of this report as: N 140° E, +/- 75°
Aquifer Transmissivity	See Table 4	A range of transmissivity values was used to reflect changes in aquifer composition and thickness as well as uncertainties related to how aquifer properties were determined
Time of Travel	10 years	The public water supplier selected a 10 year time of travel

⁴ Defined by using static water level elevations from well records in the CWI database and documents listed in the “Selected References” section of this report.

Table 7 - WHPA Delineation Criteria for the Lone Rock - Wonewoc Aquifer System

Criterion	Descriptor	How the Criterion was Addressed
Hydrogeologic Boundary	Aquifer Boundary or Hydrologic Feature	There are no flow boundaries close enough to the city wells that may have an impact on their capture areas.
Hydraulic Boundary	Other High-Capacity Wells	None found (DNR state water use dataset)
Daily Volume of Water Pumped	See Table 8	Pumping information was obtained from Minnesota DNR Appropriations Permit PA-1979 5170 was converted to a daily volume pumped by a well.
Groundwater Flow Field	See Figure 7	Defined by using static water level elevations from well records in the CWI database and documents listed in the “Selected References” section of this report as: N 135° W, +/- 10°
Aquifer Transmissivity	See Table 5	A range of transmissivity values was used to reflect changes in aquifer composition and thickness as well as uncertainties related to how aquifer properties were determined
Time of Travel	10 years	The public water supplier selected a 10 year time of travel.

Table 8 - Annual Volume of Water Discharged from Water Supply Wells

Well	Unique Number	2013 (mgv)	2014 (mgv)	2015 (mgv)	2016 (mgv)	2017 (mgv)	2022 Pumping (cubic meters/day)	Daily Volume (cubic meters/day)
Well #1	220989	17.633	16.381	17.905	15.603	8.952	No change	186
Well #2	220988	21.029	25.478	20.717	13.334	6.318	No change	264
Well #3	805368	0	0	0	5.678	15.613	169	59

mgv: millions of gallons per year. Bolding indicates greatest annual pumping volume.)

Figures

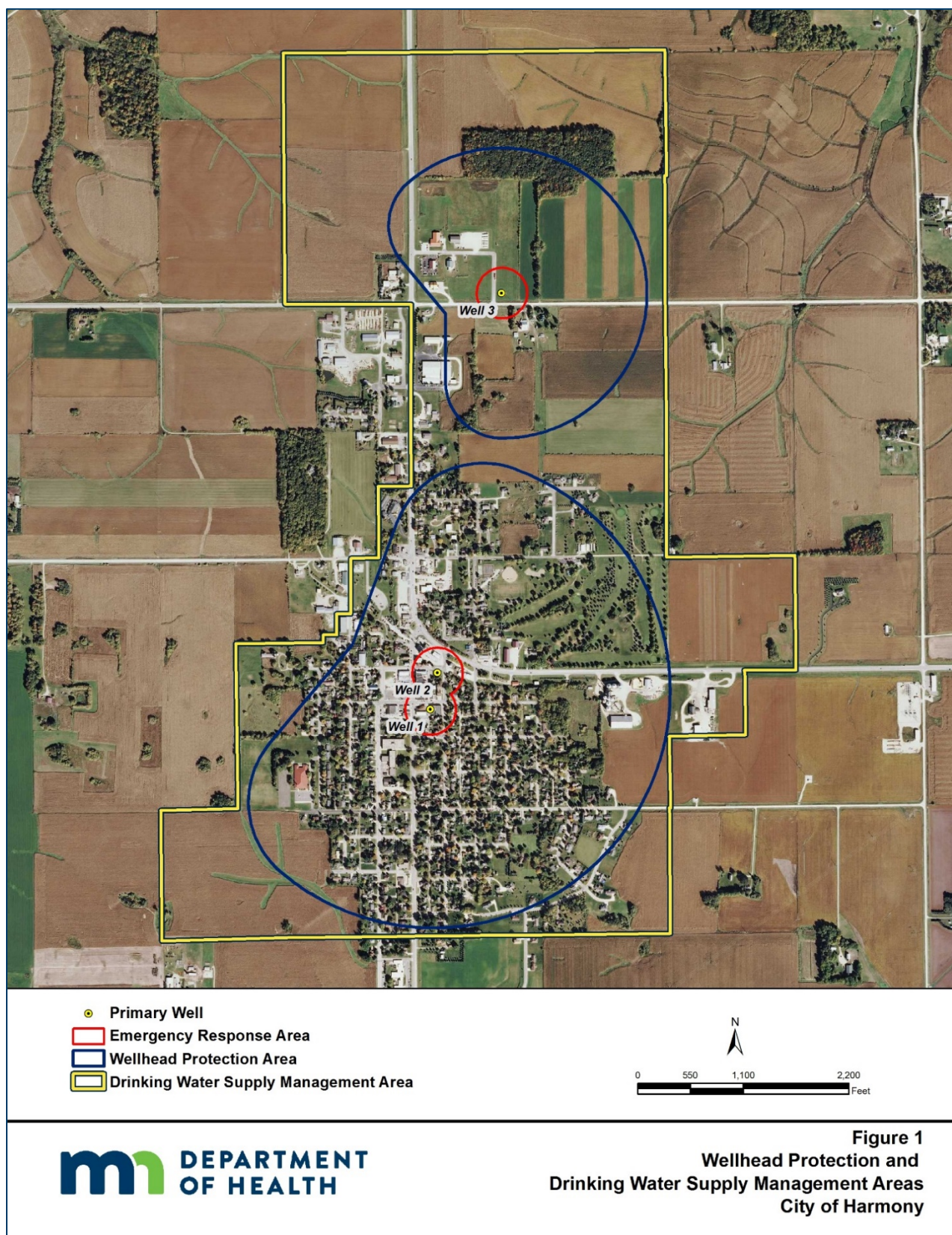


Figure 1: Wellhead Protection and Drinking Water Supply Management Areas

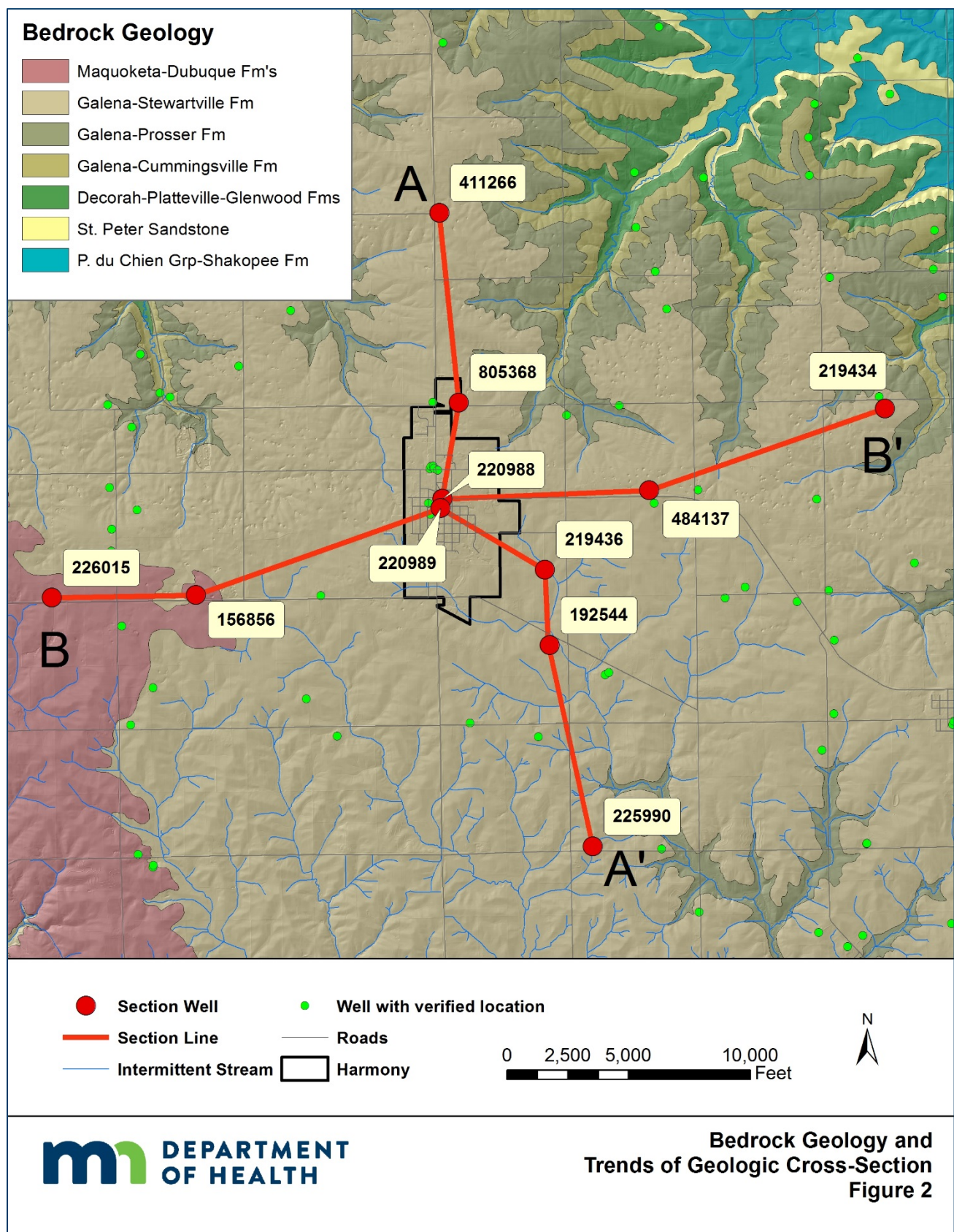


Figure 2: Bedrock Geology and Trends of Geologic Cross-Section

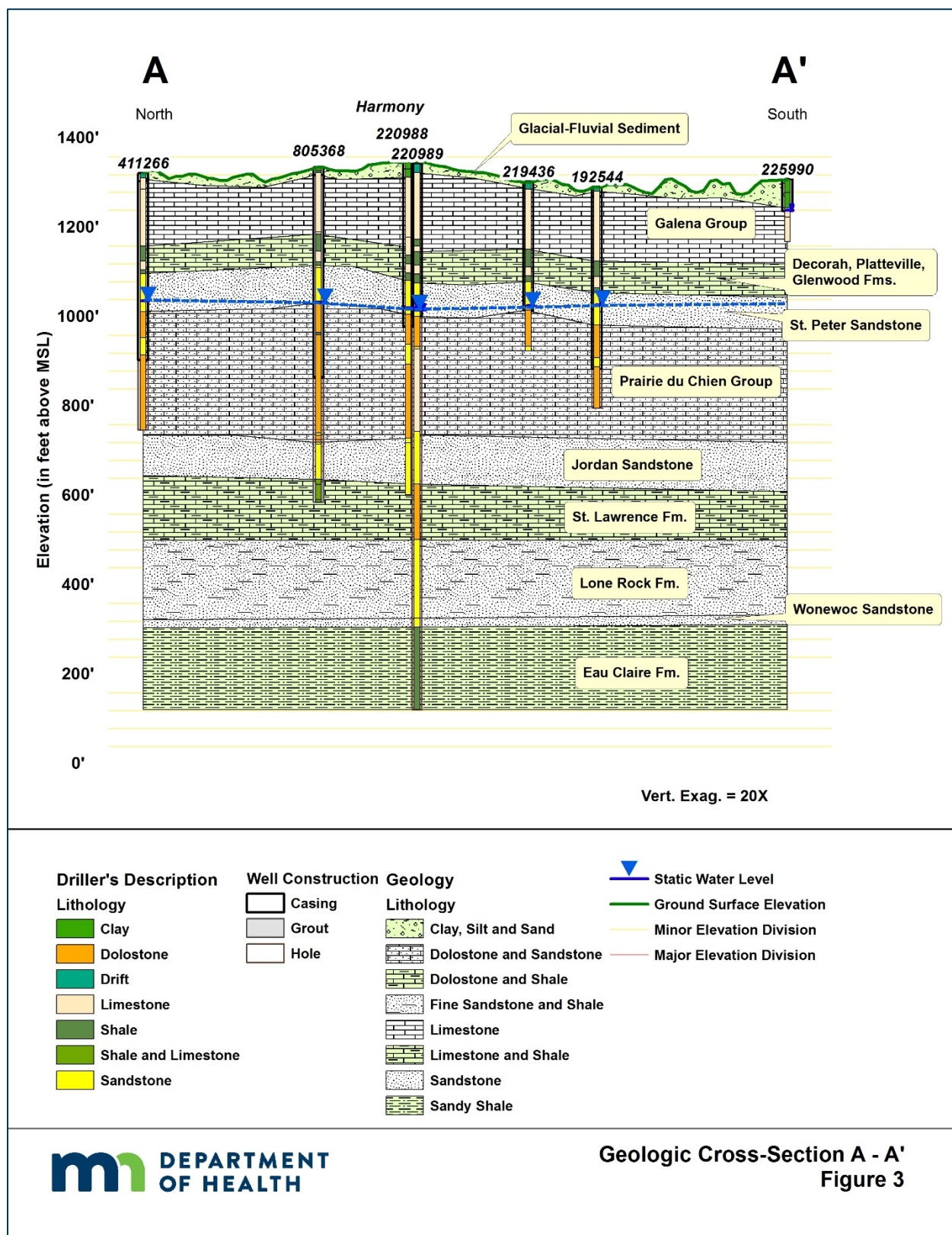


Figure 3: Geologic Cross-Section A - A'

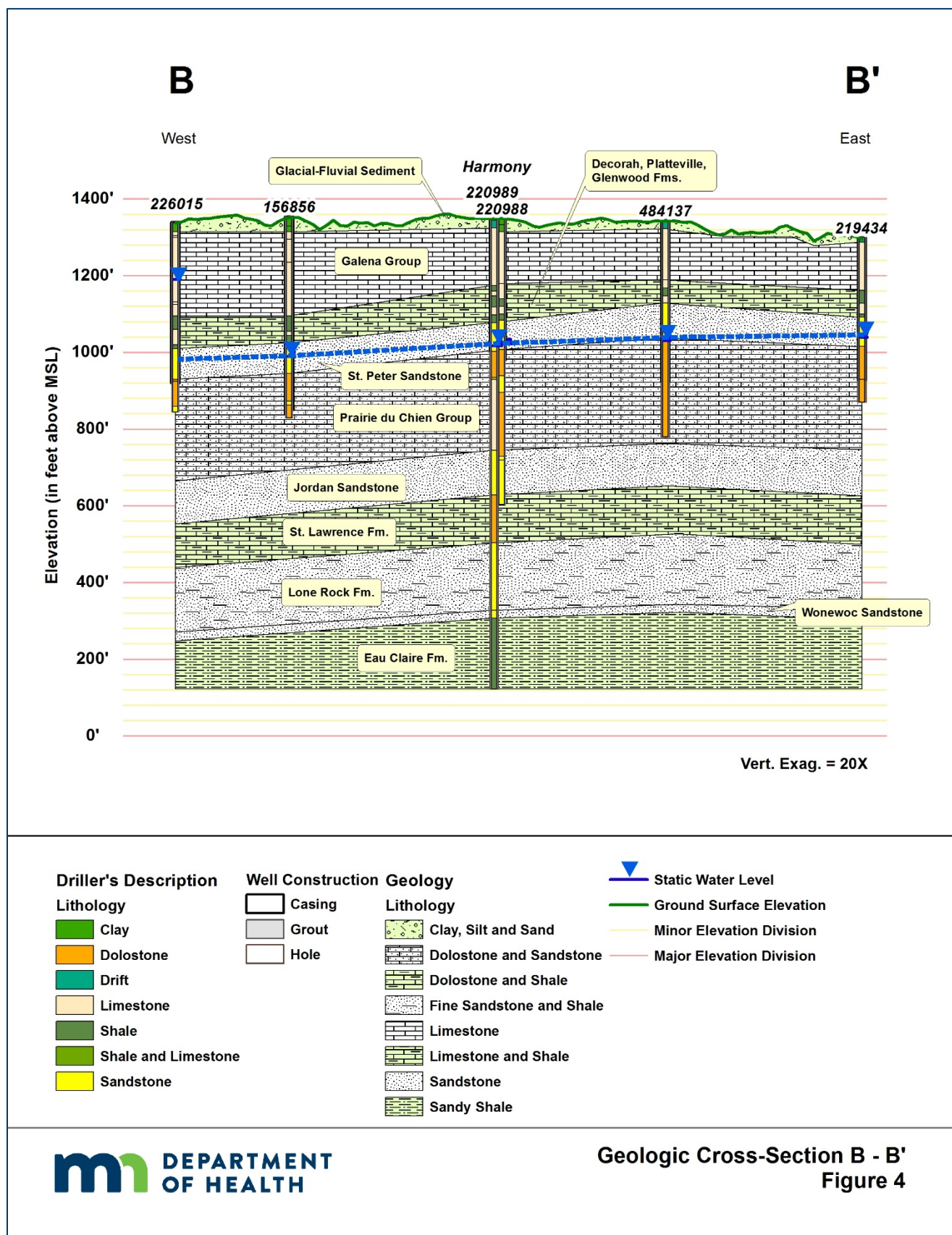


Figure 4: Geologic Cross-Section B - B'

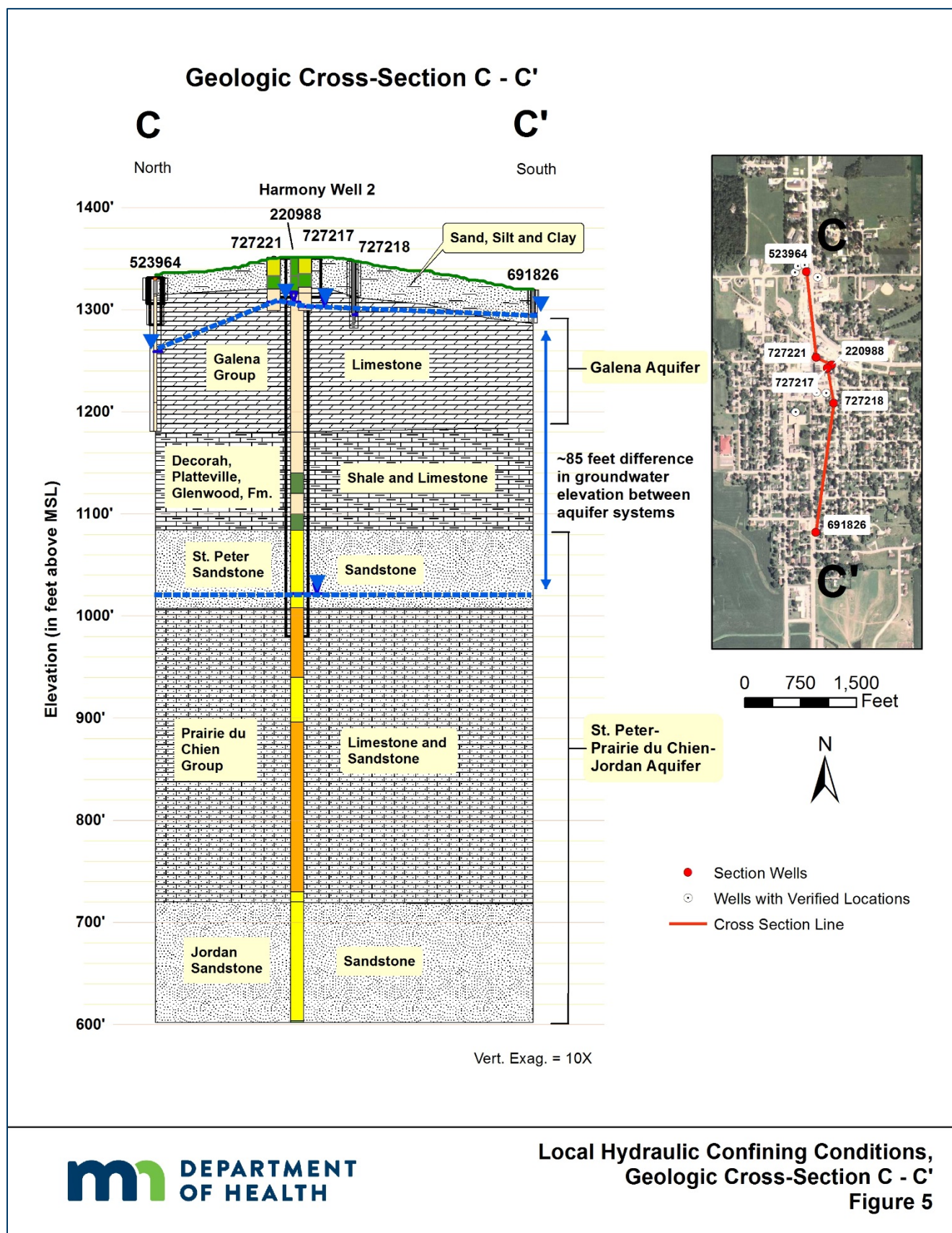


Figure 5: Local Hydraulic Confining Conditions, Geologic Cross-Section C - C'

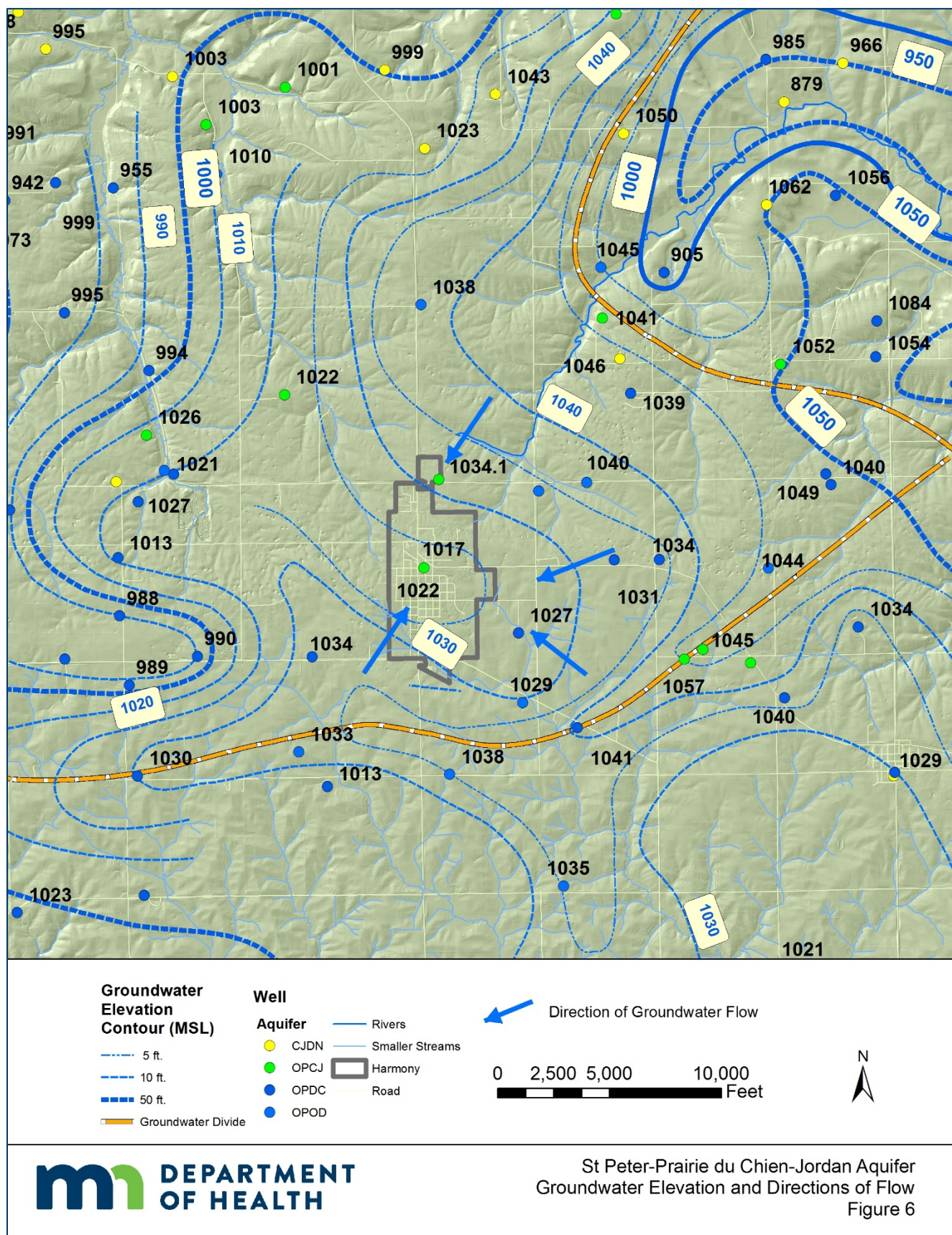


Figure 6: Groundwater Elevation and Directions of Flow, St. Peter-Prairie du Chien-Jordan Aquifer

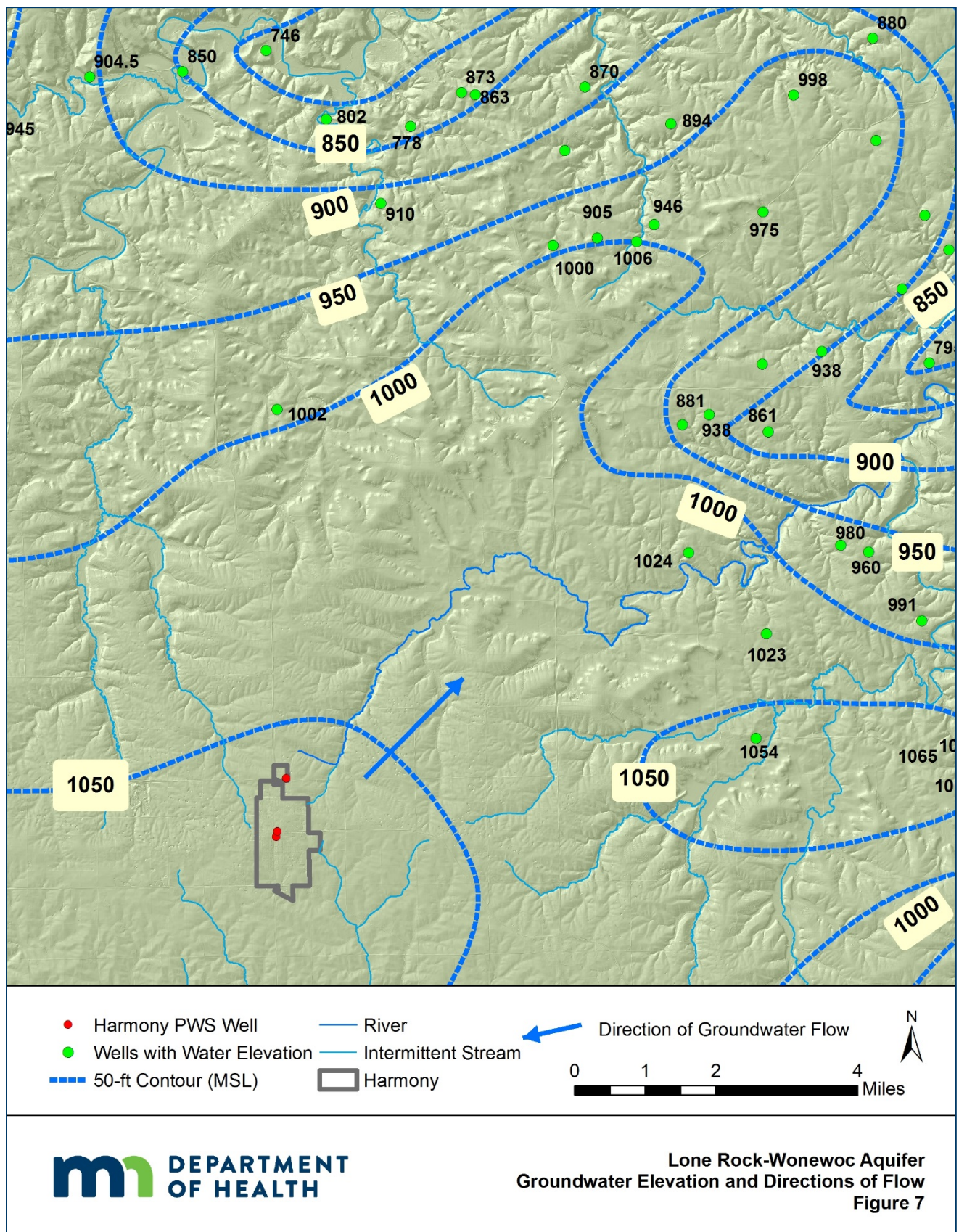


Figure 7: Groundwater Elevation and Directions of Flow, Lone Rock-Wonewoc Aquifer

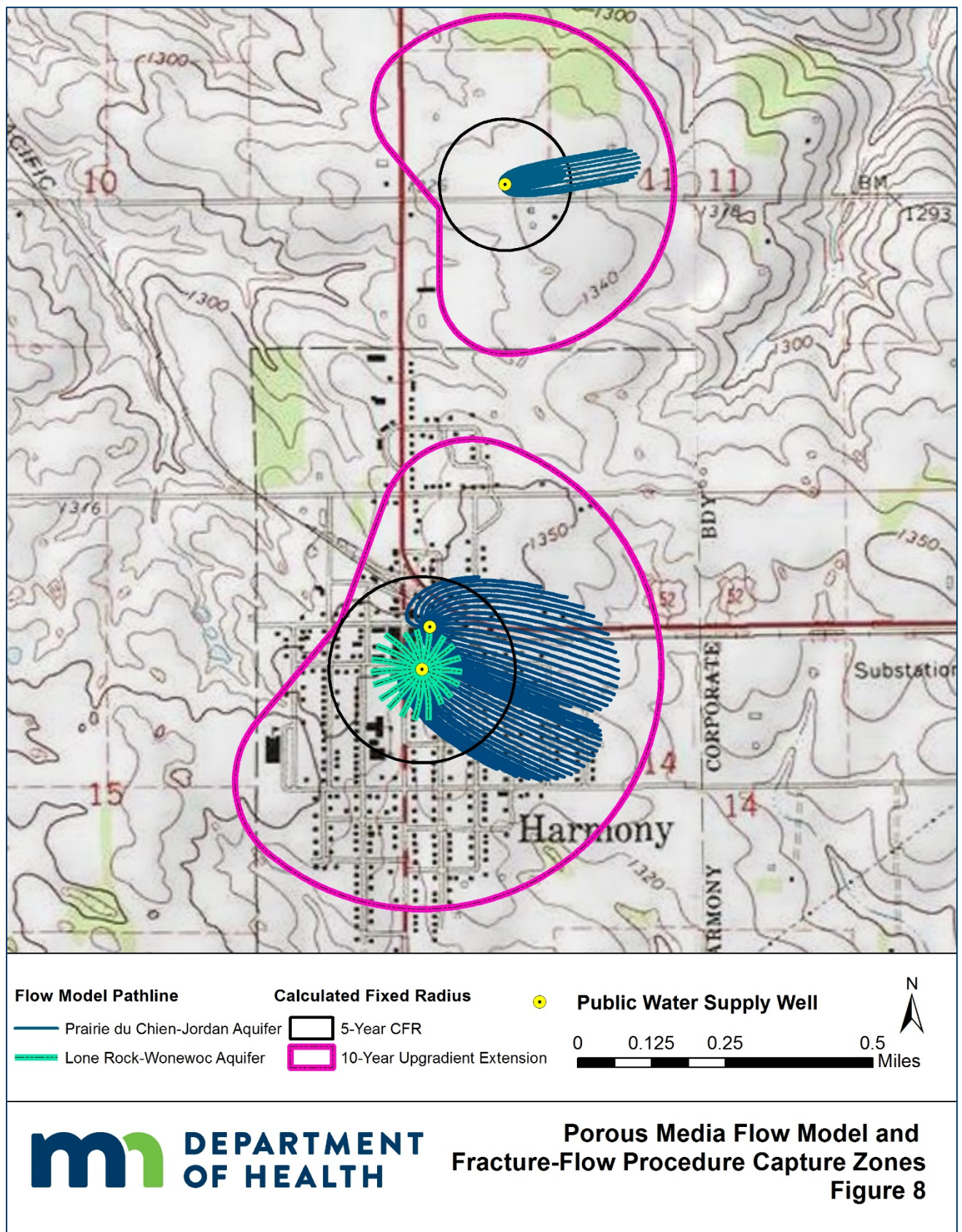


Figure 8: Porous Media Flow Model and Fractured-Flow Procedure Capture Zones

Appendix A: Data Elements Assessment

Data Type	Data Element	Use of the Well(s)	Delineation Criteria	Quality and Quantity of Well Water	Land and Groundwater Use in DWSMA	Data Source
Climate	Precipitation	H	H	H	H	MN Climatology Office, USGS
Geology	Maps and geologic descriptions	M	H	H	H	MGS, DNR, USGS, Consultant Reports
Geology	Subsurface data	M	H	H	H	MGS, MDH, MPCA, DNR, MDA
Geology	Borehole geophysics	M	H	H	H	MGS, Consultant Reports,
Geology	Surface geophysics	L	L	L	L	DNR, MPCA, Consultant Reports,
Soils	Maps and soil descriptions	L	H	M	L	NRCS
Soils	Eroding lands					
Water Resources	Watershed units	L	H	L	L	MnGEO, DNR
Water Resources	List of public waters	L	H	L	L	MnGEO, DNR
Water Resources	Shoreland classifications					
Water Resources	Wetlands map	L	H	L	L	USFWS
Water Resources	Floodplain map					
Land Use	Parcel boundaries map	L	H	L	L	Fillmore County
Land Use	Political boundaries map	L	H	L	L	MnGEO, City
Land Use	Public Land Survey map	L	H	L	L	MnGEO
Land Use	Land use map and inventory					
Land Use	Comprehensive land use map					
Land Use	Zoning map					
Public Utility Services	Transportation routes and corridors	L	L	L	L	MnDOT, MnGEO
Public Utility Services	Storm/sanitary sewers and PWS system map	L	M	L	L	City
Public Utility Services	Oil and gas pipelines map					
Public Utility Services	Public drainage systems map or list	L	H	L	L	MnGEO, DNR
Public Utility Services	Records of well construction, maintenance, and use	H	H	H	H	City, CWI, MDH
Surface Water Quantity	Stream flow data	L	H	H	H	DNR, USGS
Surface Water Quantity	Ordinary high water mark data	L	H	L	L	DNR

Data Type	Data Element	Use of the Well(s)	Delineation Criteria	Quality and Quantity of Well Water	Land and Groundwater Use in DWSMA	Data Source
Surface Water Quantity	Permitted withdrawals	L	H	L	L	DNR
Surface Water Quantity	Protected levels/flows	L	H	L	L	DNR
Surface Water Quantity	Water use conflicts	L	H	L	L	DNR
Groundwater Quantity	Permitted withdrawals	H	H	H	H	DNR
Groundwater Quantity	Groundwater use conflicts	H	H	H	H	DNR
Groundwater Quantity	Water Levels	H	H	H	H	DNR, MPCA, MDA, MDH, City
Surface Water Quality	Stream and lake water quality management classifications					
Surface Water Quality	Monitoring data summary	L	H	L	L	MDH, MPCA
Groundwater Quality	Monitoring data	H	H	H	H	MPCA, MDH, MDA, USGS
Groundwater Quality	Isotopic data	H	H	H	H	MPCA, MDH, MDA, USGS, County, UMN
Groundwater Quality	Tracer studies	H	H	H	H	DNR, MPCA
Groundwater Quality	Contamination site data	M	M	M	M	MPCA, MDA
Groundwater Quality	Property audit data from contamination sites					
Groundwater Quality	MPCA and MDA spills/release reports	M	M	M	M	MPCA, MDA

Definitions Used for Assessing Data Elements

- High (H): the data element has a direct impact
- Moderate (M): the data element has an indirect or marginal impact
- Low (L): the data element has little if any impact
- Shaded: the data element was not required by MDH for preparing this delineation

Acronyms used in this report are listed after the Glossary of Terms.

Appendix B: Fracture Flow Delineation

Upgradient Extension Needs Assessment

The procedure for fracture flow analysis is outlined in the MDH Fracture Flow guidance (2011).

The need for upgradient extensions to the capture zones was assessed by calculating the discharge to discharge vector ratio for the aquifer using the following equation:

$$Ratio = \frac{Q}{T * i}$$

Table B1 – Well discharge to discharge vector calculation

Equation Symbol	Parameter	Value
T	Transmissivity (m ² /day)	524
i	Gradient (i)	0.002
Q	Well Discharge (m ³ /day)	186
Ratio	Ratio of the discharge to the discharge vector	177.5

The ratio is less than 3000, therefore additions of upgradient extensions to the capture zones are necessary. The calculated fixed radius capture zones were calculated with a five year time of travel.

Calculated Fixed Radius Capture Zone Calculations

The calculated fixed radius (CFR) capture zones were calculated using the following equation:

$$R = \sqrt{\frac{Qt}{nL\pi}}$$

The radii calculations are shown in the tables below.

Table B2 -- Well #1 (220989) CFR Calculation Values

Equation Symbol	Parameter	Value
Q	Well Discharge (cubic meters per day)	186
t	Time (in years, as calculated above)	5
L	Aquifer Thickness (meters)	60.96
n	Aquifer Effective Porosity (proportion or percentage)	0.05
π	Pi	3.14159
R	Well #1 CFR Radius (meters)	188.2806

The guidance requires the use of a maximum of 200 feet (60.96 meters) of aquifer thickness for this calculation.

Table B3 – Well #2 (220988) CFR Calculation Values

Equation Symbol	Parameter	Value
Q	Well Discharge (cubic meters per day)	264
t	Time (in years, as calculated above)	5
L	Aquifer Thickness (meters)	60.96
n	Aquifer Effective Porosity (proportion or percentage)	0.05
π	Pi	3.14159
R	Well #2 CFR Radius (meters)	224.3113

The guidance requires the use of a maximum of 200 feet (60.96 meters) of aquifer thickness for this calculation.

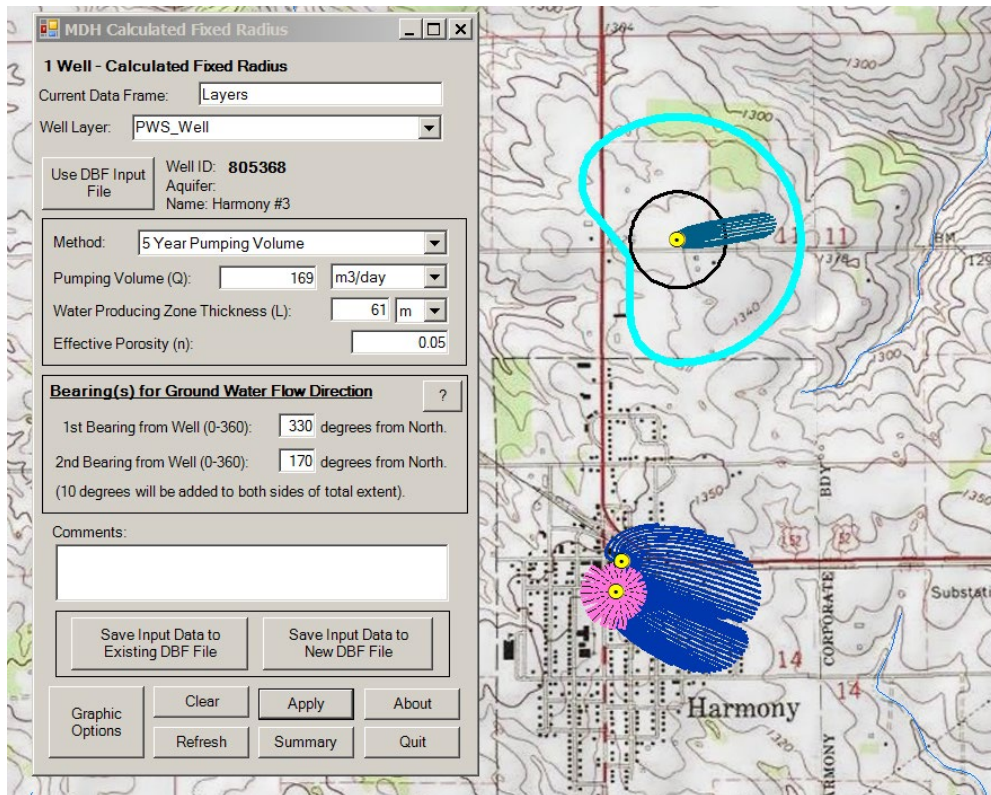
Table B4 -- Well #3 (805368) CFR Calculation Values

Equation Symbol	Parameter	Value
Q	Well Discharge (cubic meters per day)	169*
t	Time (in years, as calculated above)	5
L	Aquifer Thickness (meters)	60.96
n	Aquifer Effective Porosity (proportion or percentage)	0.05
π	Pi	3.14159
R	Well #3 CFR Radius (meters)	175

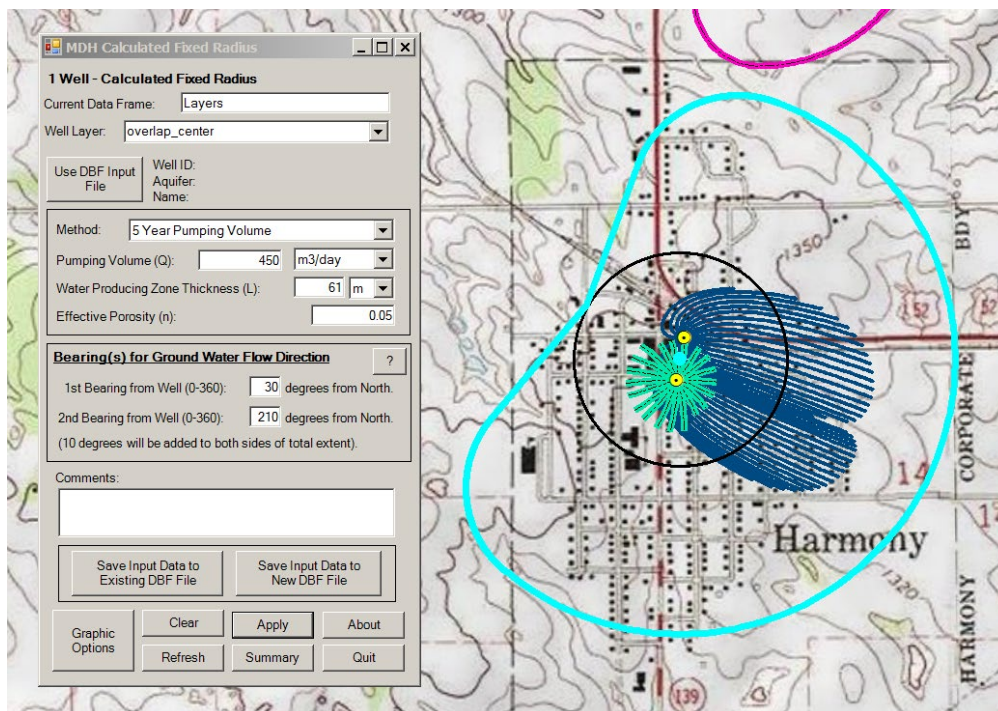
* The pumping volume is one third of the the aggregate total pumping, in order to account for the projected use of Well #3 in future years (Table 8). The guidance requires the use of a maximum of 200 feet (60.96 meters) of aquifer thickness for this calculation.

Overlapping Capture Zone Analysis

The CFR for Well #3 did not overlap with other high-capacity wells. The five-year CFR with the 10-year upgradient extension are shown below.



Capture zones for Wells 1 & 2 overlap to the extent that the volume of water pumped from both wells was aggregated and assigned to a point midway between the well locations. This produced the following CFR and upgradient extension.



Lineament Analysis Needs Assessment and Results

A lineament analysis was not required because of the thickness of geologic cover over the aquifer is greater than 100 feet, as per MDH guidance.