

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

May 11th, 2021
7:00 P.M.

Council Room
Community Center

1. Call to Order
2. Roll Call
3. Public Forum
4. Public Hearing – Broadband Grant
5. Consent Agenda
 - a. Minutes
 - b. Claims and April Checks
 - c. Administrator Report
 - d. Financial Report
 - e. CD
 - f. Liquor License renewal
 - g. Golf Course Gambling Permit
 - h. Prosecutor agreement
 - i. Mosquito Control
 - j. Fireworks
6. New Business
 - a. Dairyland Utility Improvement- Solicitation of Bids
 - b. Resolution for Grant and Participation plan
 - c. City Wide Clean up
7. Reports
 - a. Building & Maintenance Report
 - A. vCam-6 HD Inspection system
 - b. EDA Board
 - c. Park Board
 - A. Splashpad Update and invoice
 - d. Library Board
 - e. Arts Board
 - f. Fire Department
 - g. Sheriff Report
8. Adjourn



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 - a. Minutes
 - b. Claims and April Checks - See attachment
 - c. Administrator Report
 - d. Financial Report – At Meeting
 - e. CD
 - f. Liquor License renewal - See attachment
 - g. Golf Course Gambling Permit - See attachment
 - h. Prosecutor agreement - See attachment
 - i. Mosquito Control - See attachment
 - j. Fireworks - See attachment
6. New Business
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7. Reports
 - a. Building & Maintenance Report
 - A. vCam-6 HD Inspection system
 - b. EDA Board
 - c. Park Board
 - A. Splashpad Update and invoice
 1. Select Vendor
 - d. Library Board
 - e. Arts Board
 - f. Fire Department
 - g. Sheriff Report
8. Adjourn



APRIL 13, 2021

REGULAR MEETING

HARMONY CITY COUNCIL

A Regular Meeting of the Harmony City Council was called to order by Mayor Steve Donney at 7:00 PM. Present were Mayor Donney, Council members Tony Webber, Steve Sagen, and Jesse Grabau; Administrator Devin Swanberg, Attorney Greg Schieber, Terry Bigalk, Corey Whalen, Samantha Grabau, Mark Prestby, Mitch Lenz, Dustin Hanson, Aaron and Amy Bishop, Sheriff John DeGeorge, Brad Thacher, Jerome Illg, Robert Tieffenbacher and Eileen Schansberg. Absent was Domingo Kingsley.

OPEN FORUM:

No one appeared for Open Forum.

AMEND AGENDA:

Motion by Grabau and seconded by Webber to amend the agenda to add a Wage Study discussion toward the end of the meeting. Voting yes was Webber, Grabau and Donney. Voting against was Sagen. Absent was Kingsley.

EQUALIZATION & APPEALS BOARD:

Mayor Donney opened the Board of APPEALS & EQUALIZATION at 7:02 PM. County Assessor Jason McCaslin zoom met because of COVID 19 to discussed 2020 home sales. There were increased land values as Harmony was low and needed to be brought into compliance. An increase was applied equally throughout the city. McCaslin stated Harmony was scheduled to have an actual city walk-thru assessment soon. The public was given an opportunity to ask questions.

Mayor Donney closed the Board of Appeals & Equalization at 7:30. No one appealed their property tax values.

2020 AUDIT REPORT:

Zoom Meeting (because of the COVID-19 pandemic), was held with Abdo, Eick and Meyers Accountant Tom Olinger. Olinger gave a power point presentation explaining the finances of the City for 2020.

CONSENT AGENDA:

Motion by Webber and seconded by Grabau to accept the Consent Agenda which consisted of the minutes to the March 9, 2021 Council Meeting, the Claims and March Checks reviewed, the Administrator's Report, the Financial Report and cashing CD #44429 in to the General Fund. All present voting yes. Absent was Kingsley. Motion carried.

CONSERVATION CLUB:

Dustin Hanson representing the Conservation Club applied for a Temporary Liquor License and a Noise Permit for the 4th of July. Motion by Grabau and seconded by Webber to approve the two permits. All present voting yes. Absent was Kingsley. Motion carried.

FILLMORE COUNTY JAIL:

Fillmore County Sheriff John DeGeorge along with County Commissioner Mitch Lenz discussed issues with the current Jail. The current jail was built back in 1969 with plans & specs from the early 1900s. The current facility is going to be out of compliance in the near future. There is currently no state or federal funding available for financial help with a new facility. DeGeorge is informing the Fillmore County cities so they are aware of the situation.

Council member Domingo Kingsley joined the meeting at 8:20 PM.

BUILDING & MAINTENANCE:

Administrator Swanberg presented an accommodation from the MPCA to the Maintenance Staff for compliance in running the Wastewater Treatment Facility.

EDA REPORT:

Minutes to the latest EDA meeting were reviewed.

The Dairyland Agreements have been signed. The City Engineer is working on a bid package to send out.

Still looking at 2 Electric Car stations.

4th of July Planning is in progress. The 125th School Reunion Anniversary has once again been postponed.

Semcac sponsors a Rolling Hills Transport system that can be used by anyone not just Senior Citizens for a fee.

The former D&D Building has been sold.

PARK BOARD:

The Board toured the parks looking for maintenance issues. Park staff will be given a check list. The Splash Pad does not have to go thru the Sanitary Sewer to be treated so it can be drained down to a culvert as runoff. Council requests an Engineer Drawing for the Splash Pad using up to \$1,500 from the funds donated.

The Park Board recommended rehiring Odean Miller for the Summer Park Maintenance Position. The position is for up to forty hours per week at a rate of \$11.85 per hour and runs from now thru September. Motion by Grabau and seconded by Sagen to hire Odean Miller for the Summer Maintenance position. All present voting yes. Motion carried.

SUMMER REC:

Fillmore Central is contemplating doing Summer Rec and was inquiring if Harmony would donate funds again. Motion by Grabau and seconded by Kingsley to help fund Summer Rec at the 2019 rate. All present voting yes. Motion carried.

LIBRARY BOARD:

Hired Nancy Ryder as Library attendant to replace retiring Julie Little.

Hired Eva Hemenway for summer help.

ARTS BOARD:

The ARTS Board requested payment for a \$100 Scholarship to a Fillmore Central Student chosen by Fillmore Central Art's staff. Motion by Donney and seconded by Grabau to support the \$100 scholarship to a Fillmore Central Student. All present voting yes. Motion carried.

FIRE DEPARTMENT:

Grabau informed the council of the grant award received by the Harmony Fire Department. This grant is approximately \$27,000, received from Gary Sinise. The fire department will be purchasing cribbing, extrication combi-tool, and thermal camera. The Gary Sinise Grant will be paying invoiced equipment directly so will not involve any city funds. Motion by Grabau and

seconded by Webber to approve the purchase of a side-by-side and recue truck equipment per quote, pending USDA final approval. All present voting yes. Motion carried.

WAGE STUDY:

Administrator Swanberg received 3 quotes for a Wage Study to be done. Swanberg stated a wage scale had not been done since 1999 and was overdue. Quotes were received from Bjorkland at a range of \$6,300-\$7,500; David Drown and Associates for \$8,100; and former Interim Administrator Joel Dhein offered his services. Grabau stated a wage study would prevent issues with pay equity as well as help to maintain staff. Motion by Grabau and seconded by Webber to hire David Drown & Associates to do a Wage Study. The study would take 4 to 6 months. Voting yes was Grabau, Webber, Kingsley and Donney. Apposed was Sagen. The motion carried.

NUISANCES:

Discussion held on whether there's a need for a Trash & Treasure day.
A drive around checking violation of the nuisance ordinance will be conducted with a deputy, Administrator Swanberg and Councilman Kingsley. Letters will be sent to the owner to clean up the property to avoid a citation.

HARMONY SQUAD:

The Squad car will be sold as soon as the new Sheriff vehicle is ready. The Sheriff Department will be responsible for the squad vehicle according to the new contract.

MASKS & COVID 19:

Masks must still be worn per the Governor's order in the Community Center.

Upon no further business, Mayor Donney adjourned the meeting at 21:20.

Mayor Steve Donney

Eileen Schansberg, Deputy Clerk

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Payments

Current Period: April 2021

Payments Batch 21-05D01		\$98,458.78	
Refer	81	<u>AMBULANCE REFUNDS</u>	<u>5/12/2021</u>
Cash Payment	G 223-11503	Ambulance Accounts Receiv	Overpayment from R. Hansen
Invoice			\$776.76
Transaction Date	4/29/2021	1st Southeast Bank-	10101
		Total	\$776.76
Refer	82	<u>BRUENING ROCK PRODUCTS, INC</u>	<u>5/12/2021</u>
Cash Payment	E 101-43125-319	Contractual Services	Snow removal
Invoice	204363		\$1,525.00
Transaction Date	4/16/2021	1st Southeast Bank-	10101
		Total	\$1,525.00
Refer	83	<u>CORE & MAIN, LP</u>	<u>5/12/2021</u>
Cash Payment	E 601-49400-221	Equipment Parts	valve stem oiler kit
Invoice	064949		\$125.00
Cash Payment	E 602-49450-221	Equipment Parts	valve stem oiler kit
Invoice	064949		\$125.00
Transaction Date	4/16/2021	1st Southeast Bank-	10101
		Total	\$250.00
Refer	84	<u>CUSTOM ALARM</u>	<u>5/12/2021</u>
Cash Payment	E 101-41942-402	Repair/Maint Bldg/Struct	Remote support - door locking system
Invoice	486909		\$25.00
Transaction Date	4/20/2021	1st Southeast Bank-	10101
		Total	\$25.00
Refer	85	<u>DALCO</u>	<u>5/12/2021</u>
Cash Payment	E 101-41942-228	Cleaning Supplies	finishing pads
Invoice	3772493		\$21.35
Cash Payment	E 101-41941-228	Cleaning Supplies	finishing pads
Invoice	3772493		\$21.35
Transaction Date	4/26/2021	1st Southeast Bank-	10101
		Total	\$42.70
Refer	86	<u>CENTRAL PENSION FUND</u>	<u>5/12/2021</u>
Cash Payment	G 101-21717	Union Central Pension Fund	Union pension
Invoice			\$259.00
Transaction Date	5/12/2021	1st Southeast Bank-	10101
		Total	\$259.00
Refer	88	<u>ANCOM TECHNICAL CENTER</u>	<u>5/12/2021</u>
Cash Payment	E 223-42300-319	Contractual Services	radio service contract
Invoice			\$1,060.00
Transaction Date	5/12/2021	1st Southeast Bank-	10101
		Total	\$1,060.00
Refer	89	<u>FILLMORE COUNTY JOURNAL</u>	<u>5/12/2021</u>
Cash Payment	E 425-46500-351	Legal Notices Publishing	Public land sale notice
Invoice	121349		\$28.73
Transaction Date	5/12/2021	1st Southeast Bank-	10101
		Total	\$28.73
Refer	90	<u>GOPHER STATE ONE CALL, INC</u>	<u>5/12/2021</u>
Cash Payment	E 604-49550-403	Repair/Maint Other Impr	locate expense
Invoice	1040446		\$31.05
Transaction Date	4/30/2021	1st Southeast Bank-	10101
		Total	\$31.05
Refer	91	<u>HAWKINS WATER TREATMENT G</u>	<u>5/12/2021</u>
Cash Payment	E 601-49400-216	Chemicals and Chem Pr	chlorine cylinder
Invoice	4924134		\$10.00

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Cash Payment	E 602-49450-216 Chemicals and Chem Pr	chlorine cylinder			\$5.00
Invoice 4924133					
Transaction Date	4/23/2021	1st Southeast Bank-	10101	Total	\$15.00
Refer	92	HARMONY ENTERPRISES COMPA	5/12/2021		
Cash Payment	E 223-42300-322 Postage	UPS return to EMP			\$24.49
Invoice 75988					
Transaction Date	4/27/2021	1st Southeast Bank-	10101	Total	\$24.49
Refer	93	HARMONY TELEPHONE COMPAN	5/12/2021		
Cash Payment	E 101-41942-321 Telephone	office phone, fax, DSL			\$229.68
Invoice					
Cash Payment	E 101-42500-321 Telephone	civil defense			\$91.26
Invoice					
Cash Payment	E 101-42100-321 Telephone	Police phone			\$41.31
Invoice					
Cash Payment	E 101-43300-321 Telephone	shop phone			\$44.95
Invoice					
Cash Payment	E 211-45500-321 Telephone	library phone			\$44.56
Invoice					
Cash Payment	E 222-42280-321 Telephone	Fire phone			\$45.61
Invoice					
Cash Payment	E 602-49450-321 Telephone	Sewer dialers/lifts			\$165.98
Invoice					
Cash Payment	E 620-46500-321 Telephone	EDA phone			\$41.31
Invoice					
Transaction Date	4/27/2021	1st Southeast Bank-	10101	Total	\$704.66
Refer	94	ABDO, EICK & MEYERS, LLP	5/12/2021		
Cash Payment	E 101-41500-301 Auditing and Acct g Servi	YE2020 Audit certification			\$600.00
Invoice					
Cash Payment	E 601-49440-301 Auditing and Acct g Servi	YE2020 Audit certification			\$600.00
Invoice					
Cash Payment	E 602-49490-301 Auditing and Acct g Servi	YE2020 Audit certification			\$600.00
Invoice					
Cash Payment	E 603-49520-301 Auditing and Acct g Servi	YE2020 Audit certification			\$600.00
Invoice					
Cash Payment	E 604-49590-301 Auditing and Acct g Servi	YE2020 Audit certification			\$600.00
Invoice					
Transaction Date	4/30/2021	1st Southeast Bank-	10101	Total	\$3,000.00
Refer	95	EMERGENCY MEDICAL PRODUCT	5/12/2021		
Cash Payment	E 223-42300-240 Small Tools and Minor E	CO2 and trauma bag			\$165.25
Invoice 2250312					
Cash Payment	E 223-42300-240 Small Tools and Minor E	O2 tank regulator and gaskets			\$107.60
Invoice 2251641					
Cash Payment	E 223-42300-240 Small Tools and Minor E	Return trauma bag			-\$85.26
Invoice RGA042650					
Transaction Date	4/30/2021	1st Southeast Bank-	10101	Total	\$187.59
Refer	96	HOVEY OIL COMPANY, INC	5/12/2021		
Cash Payment	E 601-49400-212 Motor Fuels/Lubricants	Generator fuel			\$101.66
Invoice 3372					

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Cash Payment	E 602-49450-212 Motor Fuels/Lubricants	Generator fuel		\$304.98
Invoice	3372			
Cash Payment	E 222-42200-212 Motor Fuels/Lubricants	Generator fuel		\$101.66
Invoice	3372			
Cash Payment	E 602-49450-212 Motor Fuels/Lubricants	Sewer plant fuel		\$1,508.25
Invoice	3383			
Transaction Date	4/14/2021	1st Southeast Bank-	10101	Total \$2,016.55
Refer	97 <u>KINGSLEY MERCANTILE</u>		<u>5/12/2021</u>	
Cash Payment	E 101-41400-211 General Operating Suppli	funnel, thermos		\$34.49
Invoice	23			
Cash Payment	E 223-42300-211 General Operating Suppli	batteries		\$10.49
Invoice	24			
Cash Payment	E 602-49450-240 Small Tools and Minor E	ladder, allen wrenches		\$151.97
Invoice				
Cash Payment	E 602-49450-221 Equipment Parts	bushings, nipples, thread tape, hose, adapters		\$41.82
Invoice				
Cash Payment	E 251-45200-221 Equipment Parts	light bulbs, toilet hose, elbows, bushings, valves		\$101.37
Invoice				
Cash Payment	E 101-41941-240 Small Tools and Minor E	snap ring tool		\$18.79
Invoice				
Cash Payment	E 101-41941-223 Building Repair Materials	bulbs, screws and grease		\$31.62
Invoice				
Cash Payment	E 101-43300-240 Small Tools and Minor E	knife, hoses		\$36.48
Invoice				
Cash Payment	E 101-43300-211 General Operating Suppli	s-rings, elbows, couplers, batteries		\$63.53
Invoice			Project 0	
Cash Payment	E 211-45500-580 Other Equipment	key		\$1.89
Invoice				
Transaction Date	4/30/2021	1st Southeast Bank-	10101	Total \$492.45
Refer	98 <u>HARMONY FOODS</u>		<u>5/12/2021</u>	
Cash Payment	E 101-43300-211 General Operating Suppli	toilet paper		\$7.29
Invoice				
Cash Payment	E 602-49450-211 General Operating Suppli	Distilled water and toilet paper		\$9.47
Invoice				
Cash Payment	E 101-41400-211 General Operating Suppli	coffee		\$23.97
Invoice				
Cash Payment	E 101-41942-228 Cleaning Supplies	Carpet cleaner machine and shampoo		\$40.98
Invoice				
Transaction Date	4/26/2021	1st Southeast Bank-	10101	Total \$81.71
Refer	99 <u>IUOE LOCAL #49</u>		<u>5/12/2021</u>	
Cash Payment	G 101-21707 Union Dues	Union dues		\$105.00
Invoice				
Transaction Date	4/29/2021	1st Southeast Bank-	10101	Total \$105.00
Refer	100 <u>I.U.O.E. LOCAL 49 FRINGE BENEF</u>		<u>5/12/2021</u>	
Cash Payment	G 101-21731 Health Insurance	Union health insurance		\$3,975.00
Invoice				
Transaction Date	4/29/2021	1st Southeast Bank-	10101	Total \$3,975.00
Refer	101 <u>J & M DISPLAYS, INC</u>		<u>5/12/2021</u>	

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Cash Payment	E 101-45130-211	General Operating Suppli	2021 Fireworks display		\$6,000.00
Invoice					
Transaction Date	4/22/2021		1st Southeast Bank-	10101	Total \$6,000.00
Refer	102	<u>MAYO CLINIC AMBULANCE</u>		<u>5/12/2021</u>	
Cash Payment	E 223-42300-305	Medical and Dental Fees	Intercept charge		\$341.69
Invoice 21-35419					
Transaction Date	4/22/2021		1st Southeast Bank-	10101	Total \$341.69
Refer	103	<u>METERING & TECHNOLOGY SOLU</u>		<u>5/12/2021</u>	
Cash Payment	E 604-49550-227	Utility Maint Materials	Electric meter boards		\$179.00
Invoice 19272					
Cash Payment	E 604-49550-227	Utility Maint Materials	shipping		\$10.88
Invoice 19272					
Transaction Date	4/20/2021		1st Southeast Bank-	10101	Total \$189.88
Refer	104	<u>NCPERS GROUP LIFE INS</u>		<u>5/12/2021</u>	
Cash Payment	G 101-21715	NCPERS Insurance	511800		\$16.00
Invoice					
Transaction Date	4/29/2021		1st Southeast Bank-	10101	Total \$16.00
Refer	105	<u>BIGALK, TERRY</u>		<u>5/12/2021</u>	
Cash Payment	E 602-49490-437	Taxes, Licenses & Permi	C-license reimbursement		\$45.00
Invoice					
Transaction Date	4/17/2021		1st Southeast Bank-	10101	Total \$45.00
Refer	106	<u>METRO SALES</u>		<u>5/12/2021</u>	
Cash Payment	E 101-41400-407	Repair/Maint Office Equi	Printer/copier contract		\$207.13
Invoice INV1796332					
Transaction Date	4/13/2021		1st Southeast Bank-	10101	Total \$207.13
Refer	107	<u>MINNESOTA ENERGY</u>		<u>5/12/2021</u>	
Cash Payment	E 602-49450-383	Gas Utilities	Gas utilities WWTP		\$825.75
Invoice					
Cash Payment	E 601-49400-383	Gas Utilities	Gas utilities at pumphouses		\$45.41
Invoice					
Cash Payment	E 101-43300-383	Gas Utilities	Gas utilities shop		\$191.38
Invoice					
Cash Payment	E 222-42280-383	Gas Utilities	Gas utilities fire hall		\$160.11
Invoice					
Cash Payment	E 101-41942-383	Gas Utilities	gas utilities comm. Center		\$259.77
Invoice					
Cash Payment					\$0.00
Invoice					
Transaction Date	4/22/2021		1st Southeast Bank-	10101	Total \$1,482.42
Refer	108	<u>MISSISSIPPI WELDERS SUPPLY</u>		<u>5/12/2021</u>	
Cash Payment	E 223-42300-217	Medical Supplies	Oxygen cylinder rental/lease		\$36.60
Invoice 1319002					
Cash Payment	E 223-42300-217	Medical Supplies	Oxygen		\$74.45
Invoice 442736					
Cash Payment	E 101-43300-211	General Operating Suppli	Shop welding supplies		\$54.90
Invoice 1319003					

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Transaction Date	4/20/2021	1st Southeast Bank-	10101	Total	\$165.95
Refer	109 PRESTON AUTO PARTS		5/12/2021		
Cash Payment	E 251-45200-240 Small Tools and Minor E	electric chainsaw			\$220.00
Invoice					
Cash Payment	E 602-49450-240 Small Tools and Minor E	ratchet and socket			\$83.98
Invoice					
Transaction Date	4/30/2021	1st Southeast Bank-	10101	Total	\$303.98
Refer	110 NETHERCUT SCHIEBER ATTORNE		5/12/2021		
Cash Payment	E 101-41600-304 Legal Fees	Legal fees, oaths, material review and meeting prep			\$180.00
Invoice					
Cash Payment	E 620-46500-304 Legal Fees	Annexation, development agmt., annex. ordinance approval			\$135.00
Invoice					
Transaction Date	2/1/2021	1st Southeast Bank-	10101	Total	\$315.00
Refer	6 NETHERCUT SCHIEBER ATTORNE		5/12/2021		
Cash Payment	E 101-41600-304 Legal Fees	Delinquent utilities, meeting prep			\$525.00
Invoice					
Cash Payment	E 620-46500-304 Legal Fees	Purchase agmt J.L., subdivision disc.			\$105.00
Invoice					
Transaction Date	5/3/2021	1st Southeast Bank-	10101	Total	\$630.00
Refer	9 RUN RIGHT POWER LLC		5/12/2021		
Cash Payment	E 251-45200-212 Motor Fuels/Lubricants	premix fuel			\$7.49
Invoice					
Cash Payment	E 251-45200-221 Equipment Parts	weedeater line			\$9.99
Invoice					
Transaction Date	4/27/2021	1st Southeast Bank-	10101	Total	\$17.48
Refer	10 SCHANSBERG, EILEEN		5/12/2021		
Cash Payment	E 223-42300-331 Travel Expenses	mileage - LAX Amb. Directors mtg			\$60.48
Invoice					
Transaction Date	4/14/2021	1st Southeast Bank-	10101	Total	\$60.48
Refer	11 USABLE LIFE		5/12/2021		
Cash Payment	G 101-21733 Life Insurance	101421301G			\$59.65
Invoice					
Transaction Date	5/1/2021	1st Southeast Bank-	10101	Total	\$59.65
Refer	12 USA BLUEBOOK		5/12/2021		
Cash Payment	E 602-49450-216 Chemicals and Chem Pr	chlorine and dechlor tabs			\$550.26
Invoice	570853				
Cash Payment	E 602-49450-211 General Operating Suppli	test dispenser, green feed tube, tape			\$463.24
Invoice	570853				
Cash Payment	E 602-49450-240 Small Tools and Minor E	Thermometers (2)			\$152.31
Invoice	570853				
Cash Payment	E 601-49400-240 Small Tools and Minor E	credit return			-\$45.20
Invoice	68289				
Cash Payment	E 601-49400-240 Small Tools and Minor E	credit return			-\$45.20
Invoice	68289				

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Cash Payment	E 601-49400-211 General Operating Suppli	credit return							-	\$46.26
Invoice	69516									
Cash Payment	E 601-49400-240 Small Tools and Minor E	credit return							-	\$19.71
Invoice	70915									
Transaction Date	4/12/2021		1st Southeast Bank-	10101				Total		\$1,009.44
Refer	13	TEAM LABORATORY CHEM. CORP				5/12/2021				
Cash Payment	E 602-49450-227 Utility Maint Materials	Super and mega bugs								\$1,212.50
Invoice	INV0025263									
Cash Payment	E 602-49450-227 Utility Maint Materials	degreaser								\$2,035.00
Invoice	INV0025263									
Cash Payment	E 602-49450-227 Utility Maint Materials	shipping								\$69.50
Invoice	INV0025263									
Transaction Date	4/27/2021		1st Southeast Bank-	10101				Total		\$3,317.00
Refer	14	ZOLL MEDICAL CORP.				5/12/2021				
Cash Payment	E 223-42300-217 Medical Supplies	STAT-PADZII electrodes								\$426.13
Invoice	3273788									
Transaction Date	4/22/2021		1st Southeast Bank-	10101				Total		\$426.13
Refer	15	UTILITY CONSULTANTS, INC				5/12/2021				
Cash Payment	E 602-49450-311 Laboratory & Testing Fee	samples								\$666.30
Invoice	108722									
Transaction Date	4/27/2021		1st Southeast Bank-	10101				Total		\$666.30
Refer	16	MI ENERGY COOPERATIVE				5/12/2021				
Cash Payment	E 604-49550-259 Electric Power for Resale	Power for Resale								\$54,411.20
Invoice										
Transaction Date	4/27/2021		1st Southeast Bank-	10101				Total		\$54,411.20
Refer	17	KWIK TRIP, INC				5/12/2021				
Cash Payment	E 223-42300-212 Motor Fuels/Lubricants	Amb fuel and van								\$74.25
Invoice										
Cash Payment	E 101-41400-212 Motor Fuels/Lubricants	van fuel split with amb.								\$28.17
Invoice										
Cash Payment	E 101-41942-212 Motor Fuels/Lubricants	Terry truck								\$30.62
Invoice										
Cash Payment	E 101-41941-212 Motor Fuels/Lubricants	Terry truck								\$30.61
Invoice										
Cash Payment	E 251-45200-212 Motor Fuels/Lubricants	mower fuel								\$183.83
Invoice										
Cash Payment	E 101-43100-212 Motor Fuels/Lubricants	1-ton truck								\$90.57
Invoice										
Cash Payment	E 605-49600-212 Motor Fuels/Lubricants	street sweeper								\$93.16
Invoice										
Transaction Date	5/5/2021		1st Southeast Bank-	10101				Total		\$531.21
Refer	19	EXPERT T BILLING				5/12/2021				
Cash Payment	E 223-42300-313 Financial Services Fees	billing service								\$261.00
Invoice										
Transaction Date	5/6/2021		1st Southeast Bank-	10101				Total		\$261.00
Refer	20	HARMONY PUBLIC UTILITIES				5/12/2021				

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Payments

Current Period: April 2021

Cash Payment Invoice	E 604-49550-381 Electric Utilities	Town Clock electric		\$13.21
Cash Payment Invoice	E 101-43300-381 Electric Utilities	Shop electric		\$243.22
Cash Payment Invoice	E 101-43300-382 Water Utilities	Shop water		\$16.94
Cash Payment Invoice	E 222-42280-381 Electric Utilities	Fire hall electric		\$270.79
Cash Payment Invoice	E 222-42280-382 Water Utilities	Fire hall water		\$15.56
Cash Payment Invoice	E 222-42280-385 Sewer Utilities	Fire hall sewer		\$23.18
Cash Payment Invoice	E 101-41942-381 Electric Utilities	Comm. Ctr. Electric		\$1,581.97
Cash Payment Invoice	E 101-41942-382 Water Utilities	Comm. Ctr. Water		\$33.71
Cash Payment Invoice	E 101-41942-385 Sewer Utilities	Comm. Ctr. Sewer		\$50.73
Cash Payment Invoice	E 101-41941-381 Electric Utilities	Vis. Ctr. Electric		\$130.95
Cash Payment Invoice	E 101-41941-382 Water Utilities	Vis. Ctr. Water		\$16.83
Cash Payment Invoice	E 101-41941-385 Sewer Utilities	Vis. Ctr. Sewer		\$25.10
Cash Payment Invoice	E 601-49400-381 Electric Utilities	Pumphouse elect.(3)		\$1,367.27
Cash Payment Invoice	E 251-45200-381 Electric Utilities	Park electric		\$150.11
Cash Payment Invoice	E 604-49550-381 Electric Utilities	Streetlights		\$1,134.15
Cash Payment Invoice	E 602-49450-381 Electric Utilities	WWTP elect		\$797.05
Cash Payment Invoice	E 602-49450-382 Water Utilities	WWTP water		\$1,312.96
Cash Payment Invoice	E 602-49450-385 Sewer Utilities	WWTP sewer		\$1,992.85
Transaction Date	4/19/2021	1st Southeast Bank- 10101	Total	\$9,176.58
Refer	21 VERIZON WIRELESS	5/12/2021		
Cash Payment Invoice	E 223-42300-321 Telephone	Amb. Cell and hotspot		\$48.52
Transaction Date	4/24/2021	1st Southeast Bank- 10101	Total	\$48.52
Refer	22 FASTENAL COMPANY	5/12/2021		
Cash Payment Invoice	E 101-43100-211 General Operating Suppli	Bolt bin refill		\$171.89
Transaction Date	4/30/2021	1st Southeast Bank- 10101	Total	\$171.89
Refer	24 SEVERSON OIL CO.	5/12/2021		
Cash Payment Invoice	E 223-42300-212 Motor Fuels/Lubricants	Ambulance Fuel		\$213.57

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Payments

Current Period: April 2021

Cash Payment	E 222-42200-212 Motor Fuels/Lubricants	Fire Dept. Fuel		\$186.87
Invoice				
Cash Payment	E 101-42100-212 Motor Fuels/Lubricants	FCSO squad car fuel		\$441.27
Invoice				
Cash Payment	E 101-43100-212 Motor Fuels/Lubricants	1-ton fuel		\$121.12
Invoice				
Cash Payment	E 604-49550-212 Motor Fuels/Lubricants	Brian's truck fuel		\$88.23
Invoice				
Transaction Date	5/3/2021	1st Southeast Bank-	10101	Total \$1,051.06
Refer	25 UNIVERSAL TRUCK EQUIPMENT		5/12/2021	
Cash Payment	E 101-43125-221 Equipment Parts	Plow pin & loop hitch, cutting blades		\$2,953.10
Invoice				
Transaction Date	5/7/2021	1st Southeast Bank-	10101	Total \$2,953.10

Fund Summary

	10101 1st Southeast Bank-G	
		\$0.00
101 General Fund		\$20,656.68
211 Library Fund		\$46.45
222 Fire Fund		\$803.78
223 Ambulance Fund		\$3,596.02
251 Park Fund		\$672.79
425 Dairyland/Wickett Const.		\$28.73
601 Water Fund		\$2,092.97
602 Sewer Fund		\$13,119.17
603 Solid Waste Fund		\$600.00
604 Electric Fund		\$56,467.72
605 Storm Water Fund		\$93.16
620 Economic Development Authority		\$281.31
		<u>\$98,458.78</u>

Pre-Written Checks	\$0.00
Checks to be Generated by the Computer	\$98,458.78
Total	<u>\$98,458.78</u>

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***Check Summary Register©**

Batch: 21-04D01,21-04D02,21-04D03

Name	Check Date	Check Amt	
10101 1st Southeast Bank-G			
66597	First Southeast Bank	4/14/2021	\$25.00 Energy rebate Brossard
66598	All Flags, LLC	4/14/2021	\$381.19 Flags for street poles
66599	AMAZON CAPITAL SERVICES	4/14/2021	\$196.76 Desktop reference system
66600	BAKER & TAYLOR	4/14/2021	\$654.72 books
66601	BIGALK, TERRY	4/14/2021	\$65.00 meals for WW School-T Bigalk
66602	BREAKERS,	4/14/2021	\$50.00 SRP Prizes
66603	CANON FINANCIAL SERVICES, I	4/14/2021	\$44.00 copier lease
66604	CANTON HEATING & COOLING,	4/14/2021	\$2,392.50 open frozen sewer-Wickett Dr
66605	Community & Economic	4/14/2021	\$8,034.50 2nd Qtr CEDA Contract
66606	CENTRAL PENSION FUND	4/14/2021	\$236.00 Union pension employee contribution
66607	CHOSEN VALLEY TESTING	4/14/2021	\$1,935.00 drilling samples for Street Pjt Wickett Dr
66608	CULLIGAN	4/14/2021	\$78.15 Wellness program
66609	CUSTOM COMMUNICATIONS, IN	4/14/2021	\$25.00 Alarm system-Comm Ctr Remote support
66610	DAKOTA SUPPLY GROUP	4/14/2021	\$243.33 sump pump
66611	DALCO	4/14/2021	\$1,264.47 disinfectant cleaner
66612	DAVID DROWN ASSOCIATES, IN	4/14/2021	\$500.00 TIF Dist 1-7 work
66613	DECORAH AUTO CENTER	4/14/2021	\$65.95 ambulance alignment
66614	DEMCO	4/14/2021	\$86.68 book covers, labels
66615	EBSCO SUBSCRIPTION SERVIC	4/14/2021	\$205.92 magazine subscriptions
66616	CARDMEMBER SERVICES	4/14/2021	\$1,534.11 tires for UTV
66617	EMERGENCY MEDICAL PRODUC	4/14/2021	\$106.75 Vacuum c-splint/2 duffel bags
66618	EXPERT T BILLING	4/14/2021	\$522.00 Feb billing contract
66619	FILLMORE CENTRAL POST PRO	4/14/2021	\$100.00 donation to post prom
66620	FILLMORE COUNTY ATTORNEY	4/14/2021	\$730.50 criminal legal fees MCS
66621	FILLMORE COUNTY JOURNAL	4/14/2021	\$301.84 Ad for summer help
66622	FIRST SYSTEMS TECHNOLOGY,	4/14/2021	\$575.00 calibrate flow meter
66623	GOPHER STATE ONE CALL, INC	4/14/2021	\$79.70 locates/no locates March
66624	Hahn Lumber Co.	4/14/2021	\$55.00 key cylinder for well house door panic bar
66625	HAMMELL EQUIPMENT	4/14/2021	\$34.90 Clear Hose
66626	HARMONY CHAMBER OF COMM	4/14/2021	\$200.45 Lodging Tax 1st Qtr Country Lodge
66627	HARMONY PUBLIC UTILITIES	4/14/2021	\$10,004.97 Shop-Elec
66628	HARMONY TELEPHONE COMPA	4/14/2021	\$704.46 monthly phone service-Comm Ctr
66629	HAWKINS, Inc.	4/14/2021	\$10.00 chlorine cylinders
66630	HEGG TRUCK & TRAILER REPAI	4/14/2021	\$172.48 Fire-Purge valve kit installed
66631	HUMANA HEALTH CARE PLANS	4/14/2021	\$102.57 overpmt to Amb TW
66632	I.U.O.E. LOCAL 49 FRINGE BENE	4/14/2021	\$3,975.00 Union Insurance
66633	INGRAM LIBRARY SERVICES, IN	4/14/2021	\$398.23 audio books
66634	IUOE LOCAL #49	4/14/2021	\$210.00 Union Dues
66635	KINGSLEY MERCANTILE	4/14/2021	\$514.76 drain cleaner
66636	KRIVACHEK JANITORIAL SUPPL	4/14/2021	\$225.44 cleaning supplies
66637	KWIK TRIP, INC	4/14/2021	\$718.46 Diesel-Amb
66638	League of MN Cities Ins Trust	4/14/2021	\$33,165.00 Worker Comp Ins 2021-22
66639	LOFFLER Companies, Inc	4/14/2021	\$40.06 copier maintenance fee
66640	METRO Sales	4/14/2021	\$5,093.53 copy contract thru 4/30/21
66641	MIENERGY COOPERATIVE	4/14/2021	\$62,534.03 replace broken pole 2nd Ave NE
66642	MINN MUNICIPAL UTILITIES ASS	4/14/2021	\$2,462.50 2nd Qtr Safety Contract
66643	MINNESOTA ENERGY	4/14/2021	\$1,401.87 monthly gas service WWTP
66644	MISSISSIPPI WELDERS SUPPLY	4/14/2021	\$167.03 Oxygen tank cylinders
66645	Minnesota Pollution	4/14/2021	\$1,450.00 WW annual permit fee
66646	MN STATE FIRE DEPT. ASSOC	4/14/2021	\$175.00 Cues 2021
66647	NCPERS Group Life Ins.	4/14/2021	\$16.00 511800
66648	Nethercut Schieber Attorneys,	4/14/2021	\$708.50 legal services for March
66649	Nolan Lumber Company	4/14/2021	\$1,863.09 Door for tower wellhouse
66650	JEFF PELANT	4/14/2021	\$160.00 kids books

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***Check Summary Register©**

Batch: 21-04D01,21-04D02,21-04D03

Name	Check Date	Check Amt	
66651	PRESTON AUTO PARTS	4/14/2021	\$10.99 floor dry
66652	Quadient, Inc	4/14/2021	\$86.27 postage for machine
66653	QUALITY FLOW SYSTEMS, INC	4/14/2021	\$69,429.00 Check pump not running
66654	QUILL CORPORATION	4/14/2021	\$619.48 envelopes
66655	RJC Building & Remodeling LLC	4/14/2021	\$480.00 install new door on Tower pumphouse
66656	RUN RIGHT POWER LLC	4/14/2021	\$280.40 tune up lawn mower for season
66657	EILEEN SCHANSBERG	4/14/2021	\$5.00 reimbursed for LN CPR card
66658	SEVERSON OIL CO.	4/14/2021	\$581.36 Amb-Diesel
66659	SOUTHEASTERN LIBRARIES CO	4/14/2021	\$611.57 Basic services & tech support
66660	TEIGEN PAPER & SUPPLY	4/14/2021	\$23.85 garbage can liners
66661	Triple M Furniture	4/14/2021	\$2,530.00 Hexagon Table, Café Table & Chairs
66662	USA BlueBook	4/14/2021	\$983.68 beakers/pump battery
66663	USABLE LIFE	4/14/2021	\$59.65 101421301G
66664	UTILITY CONSULTANTS, INC	4/14/2021	\$998.50 water testing
66665	Verizon Wireless	4/14/2021	\$48.84 monthly cell service-Amb
66666	WHALEN, COREY	4/14/2021	\$226.84 WW School lodging/meals/mileage
66667	WHALENS MOONLIGHT MOTOR	4/14/2021	\$300.00 broom/tractor rental
66668	ZOLL MEDICAL CORP.	4/14/2021	\$241.90 SPO2 probe/sensor
Total Checks			\$224,514.73

City of Harmony
 225 Third Avenue SW
 Post Office Box 488
 Harmony, MN 55939-0488
 Tel 507-886-8122
 Fax 507-886-2818
 Email: cityoffice@harmony.mn.us

BUSINESS LICENSE APPLICATION

Business

Business Name Harmony Golf Club/Inc
Harmony Golf Club
Harmony, MN 55939
507-886-5622
535 Linden St NE
Harmony, MN 55939
 Number of Years at this Location 100

Owner/Manager

Name Tim & MaryBeth Ostrom
 Title Managers
 Street
 Mail
 Telephone
 Driver's License
 Date of Birth
 Employment

Licenses

- Liquor On-Sale Only \$650.00
- Liquor Off-Sale Only \$240.00
- 3.2 Beer Off-Sale \$100.00
- Liquor Combo On/Off Sale \$750.00
- 3.2 Beer On-Sale \$100.00
- Wine/Strong Beer On-Sale \$225.00
- Liquor Sunday On-Sale \$125.00
- Microdistillery Off-Sale \$250.00

Total Fees \$ 875.00

Term

The applicant requests the above licenses for a term from 12:01 a.m. on the 1st day of July, 2021 to 12:00 midnight on the 30th day of June, 2022.

Instructions

- 1) Complete both sides of this form and sign.
- 2) Complete and sign the attached *Proof of Worker's Compensation* form.
- 3) For liquor and wine applications, complete the attached state application forms.
- 4) Attach payment as calculated above and return to the City of Harmony at the above address.
- 5) The license, if approved, will be mailed to you.

The applicant hereby makes application for the above-indicated licenses for the stated term. Further, the applicant agrees to comply with all ordinances and regulations of the City of Harmony and with the conditions of the license(s); understands that licenses are not transferable and that the issuance of the license creates no legal liability, express or implied, on the municipality; and certifies that the information contained herein is true and correct to the best of the applicant's knowledge.

Signature of Owner/Manager MaryBeth Ostrom Date 5-2-21

Date Filed	Fee(s) Paid \$	Receipt Number
Police Dept. Recommendation	Approve/Disapprove	By
Disposition	Date	License Number(s)

City of Harmony
 225 Third Avenue SW
 Post Office Box 488
 Harmony, MN 55939-0488
 Tel 507-886-8122
 Fax 507-886-2818
 Email: cityoffice@harmony.mn.us

BUSINESS LICENSE APPLICATION

Business

Business Name On The Crunchy Side LLC
 Trade Name (d/b/a) On The Crunchy Side
 Mailing Address PO Box 265
Harmony MN 55939
 Telephone 507-886-5560
 Address to be Licensed 31 Main Ave N
Harmony MN 55939

[REDACTED]

- On-Sale Only \$650.00
- Liquor Off-Sale Only \$240.00
- 3.2 Beer Off-Sale \$100.00
- Liquor Combo On/Off Sale \$750.00
- 3.2 Beer On-Sale \$100.00
- Wine/Strong Beer On-Sale \$225.00
- Liquor Sunday On-Sale \$125.00
- Microdistillery Off-Sale \$250.00

Total Fees \$ 775.00

Term

The applicant requests the above licenses for a term from 12:01 a.m. on the 1st day of July, 01st to 12:00 midnight on the 30th day of June, 30th 2022 2021

Instructions

- 1) Complete both sides of this form and sign.
- 2) Complete and sign the attached *Proof of Worker's Compensation* form.
- 3) For liquor and wine applications, complete the attached state application forms.
- 4) Attach payment as calculated above and return to the City of Harmony at the above address.
- 5) The license, if approved, will be mailed to you.

The applicant hereby makes application for the above-indicated licenses for the stated term. Further, the applicant agrees to comply with all ordinances and regulations of the City of Harmony and with the conditions of the license(s); understands that licenses are not transferable and that the issuance of the license creates no legal liability, express or implied, on the municipality; and certifies that the information contained herein is true and correct to the best of the applicant's knowledge.

Signature of Owner/Manager [Signature] Date 04-26-2021

Date Filed	Fee(s) Paid \$	Receipt Number
Police Dept. Recommendation	Approve/Disapprove	By
Disposition	Date	License Number(s)

City of Harmony
 225 Third Avenue SW
 Post Office Box 488
 Harmony, MN 55939-0488
 Tel 507-886-8122
 Fax 507-886-2818
 Email: cityoffice@harmony.mn.us

BUSINESS LICENSE APPLICATION

Business

Business Name Pam's Corner Convenience LLC

[Redacted Business Address and Contact Information]

Owner/Manager

Name [Redacted]

[Redacted Owner/Manager Address and Contact Information]

Licenses

- Liquor On-Sale Only \$650.00
- Liquor Off-Sale Only \$240.00
- 3.2 Beer Off-Sale \$100.00
- Liquor Combo On/Off Sale \$750.00
- 3.2 Beer On-Sale \$100.00
- Wine/Strong Beer On-Sale \$225.00
- Liquor Sunday On-Sale \$125.00
- Microdistillery Off-Sale \$250.00

Total Fees \$ 240

Term

The applicant requests the above licenses for a term from 12:01 a.m. on the 1st day of July, _____ to 12:00 midnight on the 30th day of June, _____.

Instructions

- 1) Complete both sides of this form and sign.
- 2) Complete and sign the attached *Proof of Worker's Compensation* form.
- 3) For liquor and wine applications, complete the attached state application forms.
- 4) Attach payment as calculated above and return to the City of Harmony at the above address.
- 5) The license, if approved, will be mailed to you.

The applicant hereby makes application for the above-indicated licenses for the stated term. Further, the applicant agrees to comply with all ordinances and regulations of the City of Harmony and with the conditions of the license(s); understands that licenses are not transferable and that the issuance of the license creates no legal liability, express or implied, on the municipality; and certifies that the information contained herein is true and correct to the best of the applicant's knowledge.

Signature of Owner/Manager *Pamela Lund* Date 4-24-21

Date Filed	Fee(s) Paid \$	Receipt Number
Police Dept. Recommendation	Approve/Disapprove	By
Disposition	Date	License Number(s)

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).

The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

The application is acknowledged with no waiting period.

The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.

The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

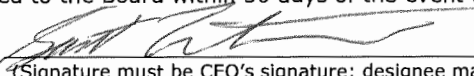
Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature:  Date: 5-4-21

(Signature must be CEO's signature; designee may not sign)

Print Name: Scott Trouten

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- a copy of your proof of nonprofit status; and
- application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?
Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

HARMONY CITY PROSECUTOR AGREEMENT

THIS AGREEMENT is entered into by the County of Fillmore, (hereinafter referred to as "County") and the City of Harmony, Minnesota (hereinafter referred to as "City"), a municipal corporation under the law of the State of Minnesota.

WHEREAS, City wishes to contract with the County through the Fillmore County Attorney's Office (hereinafter referred to as "Attorney") to prosecute gross misdemeanor crimes, misdemeanor crimes, petty misdemeanor offenses, violations of city ordinances, consult with law enforcement, and perform other city prosecutor duties for offenses which occur within the City's boundaries; and

WHEREAS, the County and Attorney are agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for in Minnesota Statute Section 484.87.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, County of Fillmore, Attorney, and City of Harmony agree as follows:

1. Services Provided:

The County of Fillmore shall, through the Fillmore County Attorney's Office ("Attorney"), provide city prosecutor services for crimes and offenses which occur within the corporate limits of the City of Harmony as follows:

- a. Attorney shall provide legal advice and assistance to law enforcement during the investigative phase and prior to arrest or charging of an individual who has committed a criminal offense. These services shall include advice on searches and seizures, advice on warrants, advice on obtaining statements, and responding to other criminal law questions by law enforcement.
- b. Attorney shall review police reports and other law enforcement data to determine if criminal charges, referral to Social Services, or other action is warranted.
- c. Attorney shall review and insure filing of complaints, citations, and such other appropriate documents as are necessary to initiate prosecution; draft and file motions or other pleadings; conduct motion, evidentiary or other hearings; research, write, and file memos or other documents; interview and prepare witnesses for hearings or trial;

prepare for and conduct court trials and/or jury trials; conduct sentencing hearings; conduct probation violation hearings; review chemical dependency assessments, Pre-Sentence Investigations, Domestic Violence Inventories, and other documents; and perform all matters related thereto.

- d. The manner and standards of performance, availability of attorneys or other personnel, control and direction of personnel, and other matters related to providing the services described in this agreement shall be subject solely to the control of Attorney. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or regarding the level or manner of performance of such services, the determination made by Attorney shall be final and conclusive.
- e. Services shall be provided on an as-needed basis at the hourly rate set forth in this agreement for paralegals and attorneys.
- f. County and Attorney shall furnish and supply necessary labor, supervision, training, equipment, communication facilities, and supplies as necessary to provide city prosecutor services pursuant to this agreement except as noted herein.
- g. All paralegals, attorneys, and other county personnel performing duties pursuant to this agreement shall, at all times, be considered employees of County for all purposes.
- h. The Fillmore County Attorney or his designee shall attend Harmony City Council Meetings as requested by City.

2. Terms of Payment:

City agrees to pay County the hourly rate of \$85 for city prosecution services provided by paralegals and the hourly rate of \$110 per hour for prosecution services provided by attorneys.

Paralegal hourly rate: \$85.00 per hour

Attorney hourly rate: \$110.00 per hour

The Attorney shall bill City on a case-by-case basis. Said bill shall itemize paralegal and attorney work and time for each case. City shall pay County within

thirty-five (35) days of receipt of the invoice unless there is a dispute regarding the amount billed. If there is a dispute, City must advise Attorney within ten (10) days of receiving the disputed billing. The parties shall then attempt to resolve the disputed portion of the billing. The undisputed portion of the billing must still be paid within the normal 35-day period. If the parties are not able to resolve their dispute regarding billing, either party may terminate this agreement with sixty (60) days' notice as indicated below.

If County desires to increase the hourly fee for paralegal and/or attorney time, County will provide ninety (90) days' written notice of the intended increase to City. At that time, City may determine whether to agree to the increased fees or discontinue the contract.

3. Term of Agreement:

The term of this agreement shall be for a period of one (1) year beginning April 1, 2020 and continuing until April 1, 2021. Either party may cancel this agreement upon sixty (60) days' written notice. The contract shall automatically renew upon the same terms and conditions unless a party hereto gives written notice to the other party as provided herein.

4. Standards and Licenses:

The prosecuting attorneys will be currently licensed to practice law in the State of Minnesota. In the event that the prosecuting attorneys' are not currently licensed to practice law, County and Attorney shall immediately inform City.

County and County Attorney's Office shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereinafter adopted.

5. Independent Contractor Status:

It is understood and agreed by the parties that at all times and for all purposes herein, County and Attorney have contracted to provide services to City and are not employees or agents of City. No statement contained in this agreement shall be construed so as to find County or Attorney are an employee of City. County shall not be entitled to any of the rights, privileges, or benefits of City employees except as otherwise stated herein. Similarly, City and its employees, agents, and representatives shall not be considered employees, agents, or representatives of the County.

Each party shall be solely responsible for any state, federal, local, or social security, and insurance payments due for their employees.

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners, a joint venture, or similar association between the County/Attorney and City.

6. Relationship of the Parties:

City understands that Attorney provides prosecutor services and legal advice to other cities and legal entities besides City of Harmony.

7. Subcontracting and Assignment:

Attorney shall not subcontract any of the services contemplated under this contract nor assign any interest in the contract without prior written approval of City.

8. Non-Assignability:

Attorney shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of City.

9. Data Practices:

All data collected, created, received, maintained, or disseminated, or used for any purposes by City and/or Attorney in fulfilling the duties described in this contract are governed by the Minnesota Government Data Practices Act and other state and federal laws. City and Attorney agree to abide by the applicable state and federal statutes, rules and regulations.

10. Default and Termination:

Either party may terminate this agreement at any time without cause upon sixty (60) days' written notice to the other party. Either party may also terminate this agreement with sixty (60) days' notice for cause such as default or breach by the other party as long as a written Notice of Default is provided to the defaulting party via certified mail specifying the particular event, series of events or failure constituting the default and cure period. If the party in default fails to cure the specified circumstances described in the Notice of Default within fourteen (14) calendar days, then the whole or any part of this agreement may be terminated by written Notice of Termination. Notice to County shall be given to the County Attorney's Office. Notice to City shall be given to the Harmony City Clerk.

11. Amendments - Entire Agreement:

This agreement is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the services identified herein. If there are any inconsistencies between the provisions of this agreement and any prior agreements, the provisions of the most recent agreement shall prevail. The entire agreement between the parties is contained herein.

12. Modifications:

Any material alterations, variations, modifications, or waivers to the terms of this agreement shall only be valid when they have been agreed upon by the parties and reduced to a writing signed by representatives of City, County, and Attorney.

13. Interpretation of Agreement; Venue:

This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in Fillmore County District Court in Preston, Minnesota.

14. Assumption of Liabilities/Insurance:

Each party shall maintain professional, liability, worker's compensation and such other insurance as is necessary to cover negligent or wrongful acts of its employees, agents and representative. County and Attorney shall not be responsible for the negligent or wrongful acts of City's employees, agents or representatives.

Except as otherwise provided, City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to County personnel performing services hereunder for City, and County hereby assumes said liabilities. Similarly, City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.

County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City or of any officers, agents or employees thereof, and City agrees to defend and indemnify County and its officers, employees and agents from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from City's performance of or failure to perform its obligation under this agreement.

15. Fees:

If any action at law or in equity shall be brought in court or for or on account of any breach or to enforce or to interpret any of the covenants, terms or conditions of this contract, the prevailing party shall be entitled to recover from the other party as part of prevailing party's costs, its reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made part of any judgment or decree rendered.

IN WITNESS WHEREOF, Fillmore County and City of Harmony have executed this agreement as of the 24th day of March, 2020:

County of Fillmore

By: Marc Priestly 2/28/20
County Commissioner CHAIRMAN Date

By: Bobbie Hillery 2/28/20
Bobbie Hillery /Administrator Date

City of Harmony

By: [Signature] 4-9-20
Mayor Date

By: [Signature] 3/25/20
City Clerk Date

Fillmore County Attorney's Office

By: Brett Corson 5/4/20
Brett A. Corson/County Attorney Date

HARMONY CITY PROSECUTOR AGREEMENT

THIS AGREEMENT is entered into by the County of Fillmore, (hereinafter referred to as "County") and the City of Harmony, Minnesota (hereinafter referred to as "City"), a municipal corporation under the law of the State of Minnesota.

WHEREAS, City wishes to contract with the County through the Fillmore County Attorney's Office (hereinafter referred to as "Attorney") to prosecute gross misdemeanor crimes, misdemeanor crimes, petty misdemeanor offenses, violations of city ordinances, consult with law enforcement, and perform other city prosecutor duties for offenses which occur within the City's boundaries; and

WHEREAS, the County and Attorney are agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for in Minnesota Statute Section 484.87.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, County, Attorney, and City agree as follows:

1. Services Provided:

The County shall, through Attorney, provide city prosecutor services for crimes and offenses which occur within the corporate limits of the City as follows:

- a. Attorney shall provide legal advice and assistance to law enforcement during the investigative phase and prior to arrest or charging of an individual who has committed a criminal offense. These services shall include advice on searches and seizures, advice on warrants, advice on obtaining statements, and responding to other criminal law questions by law enforcement.
- b. Attorney shall review police reports and other law enforcement data to determine if criminal charges, referral to Social Services, or other action is warranted.
- c. Attorney shall review and ensure filing of complaints, citations, and such other appropriate documents as are necessary to initiate prosecution; draft and file motions or other pleadings; conduct motion, evidentiary or other hearings; research, write, and file memoranda or other documents; interview and prepare witnesses for hearings or trial; prepare for and conduct court trials and jury trials; conduct sentencing

hearings; conduct probation violation hearings; review chemical dependency assessments, Pre-Sentence Investigations, Domestic Violence Inventories, and other documents; and perform all matters related thereto.

- d. The manner and standards of performance, availability of attorneys or other personnel, control and direction of personnel, and other matters related to providing the services described in this agreement shall be subject solely to the control of Attorney. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or regarding the level or manner of performance of such services, the determination made by Attorney shall be final and conclusive.
- e. Services shall be provided on an as-needed basis at the hourly rate set forth in this agreement for paralegals and attorneys.
- f. County and Attorney shall furnish and supply necessary labor, supervision, training, equipment, communication facilities, and supplies as necessary to provide city prosecutor services pursuant to this agreement except as noted herein.
- g. All paralegals, attorneys, and other county personnel performing duties pursuant to this agreement shall, at all times, be considered employees of County for all purposes.
- h. The Fillmore County Attorney or his designee shall attend Harmony City Council Meetings as requested by City.

2. Terms of Payment:

City agrees to pay County the hourly rate of \$85 for city prosecution services provided by paralegals and the hourly rate of \$110 for city prosecution services provided by attorneys.

Paralegal hourly rate:	\$85.00 per hour
Attorney hourly rate:	\$110.00 per hour

The Attorney shall bill City on a case-by-case basis. Said bill shall itemize paralegal and attorney work and time for each case. City shall pay County within thirty-five (35) days of receipt of the invoice unless there is a dispute regarding

the amount billed. If there is a dispute, City must advise Attorney within ten (10) days of receiving the disputed billing. The parties shall then attempt to resolve the disputed portion of the billing. The undisputed portion of the billing must still be paid within the normal 35-day period. If the parties are not able to resolve their dispute regarding billing, either party may terminate this agreement with sixty (60) days' notice as indicated below.

If County desires to increase the hourly fee for paralegal and/or attorney time, County will provide ninety (90) days' written notice of the intended increase to City. At that time, City may determine whether to agree to the increased fees or discontinue the contract.

3. Term of Agreement:

The term of this agreement shall be for a period of one (1) year beginning April 1, 2021 and continuing until April 1, 2022. Either party may cancel this agreement upon sixty (60) days' written notice. The contract shall automatically renew upon the same terms and conditions unless a party hereto gives written notice to the other party as provided herein.

4. Standards and Licenses:

The prosecuting attorneys will be currently licensed to practice law in the State of Minnesota. In the event that a prosecuting attorney is not currently licensed to practice law, County and Attorney shall immediately inform City.

County and Attorney shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereinafter adopted.

5. Independent Contractor Status:

It is understood and agreed by the parties that at all times and for all purposes herein, County and Attorney have contracted to provide services to City and are not employees or agents of City. No statement contained in this agreement shall be construed so as to find County or Attorney are an employee of City. County shall not be entitled to any of the rights, privileges, or benefits of City employees except as otherwise stated herein. Similarly, City and its employees, agents, and representatives shall not be considered employees, agents, or representatives of the County.

Each party shall be solely responsible for any state, federal, local, or social security, and insurance payments due for their employees.

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners, a joint venture, or similar association between the County/Attorney and City.

6. Relationship of the Parties:

City understands that Attorney provides prosecutor services and legal advice to other cities and legal entities other than the City of Canton.

7. Subcontracting and Assignment:

Attorney shall not subcontract any of the services contemplated under this contract nor assign any interest in the contract without prior written approval of City.

8. Non-Assignability:

Attorney shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of City.

9. Data Practices:

All data collected, created, received, maintained, or disseminated, or used for any purposes by City and/or Attorney in fulfilling the duties described in this contract are governed by the Minnesota Government Data Practices Act and other state and federal laws. City and Attorney agree to abide by the applicable state and federal statutes, rules and regulations.

10. Default and Termination:

Either party may terminate this agreement at any time without cause upon sixty (60) days' written notice to the other party. Either party may also terminate this agreement with sixty (60) days' notice for cause such as default or breach by the other party as long as a written Notice of Default is provided to the defaulting party via certified mail specifying the particular event, series of events or failure constituting the default and cure period. If the party in default fails to cure the specified circumstances described in the Notice of Default within fourteen (14) calendar days, then the whole or any part of this agreement may be terminated by written Notice of Termination. Notice to County shall be given to the Attorney. Notice to City shall be given to the Harmony City Clerk.

11. Amendments - Entire Agreement:

This Agreement is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the services identified herein. If there are any

inconsistencies between the provisions of this agreement and any prior agreements, the provisions of the most recent agreement shall prevail. The entire agreement between the parties is contained herein.

12. Modifications:

Any material alterations, variations, modifications, or waivers to the terms of this agreement shall only be valid when they have been agreed upon by the parties and reduced to a writing signed by representatives of City, County, and Attorney.

13. Interpretation of Agreement; Venue:

This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in Fillmore County District Court in Preston, Minnesota.

14. Assumption of Liabilities/Insurance:

Each party shall maintain professional, liability, worker's compensation and such other insurance as is necessary to cover negligent or wrongful acts of its employees, agents and representative. County and Attorney shall not be responsible for the negligent or wrongful acts of City's employees, agents or representatives.

Except as otherwise provided, City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to County personnel performing services hereunder for City, and County hereby assumes said liabilities. Similarly, City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.

County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City or of any officers, agents or employees thereof, and City agrees to defend and indemnify County and its officers, employees and agents from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from City's performance of or failure to perform its obligation under this agreement.

15. Fees:

If any action at law or in equity shall be brought in court or for or on account of any breach or to enforce or to interpret any of the covenants, terms or conditions of this contract, the prevailing party shall be entitled to recover from the other party as part of prevailing party's costs, its reasonable attorney's fees, the amount of which

shall be fixed by the Court and shall be made part of any judgment or decree rendered.

IN WITNESS WHEREOF, Fillmore County and City of Harmony have executed this agreement as of the _____ day of April, 2021:

County of Fillmore

By: _____
County Commissioner Date

By: _____
Bobbie Hillery/Administrator Date

City of Harmony

By: _____
Mayor Date

By: _____
City Councilperson Date

Fillmore County Attorney's Office

By: _____
Brett A. Corson/County Attorney Date

**CITY OF HARMONY
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Devin Swanberg, City Administrator	Meeting Date: May 11th	Agenda Item No.
Agenda Section: Consent Agenda	Item: Mosquito Control	
BACKGROUND: Have Mosquito Control of Iowa as our vendor for mosquito control for the summer of 2021.		
ATTACHMENTS: Pamphlet		
COUNCIL ACTION REQUESTED: Approval of vendor		

**CITY OF HARMONY
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Devin Swanberg, City Administrator	Meeting Date: May 11th	Agenda Item No.
Agenda Section: Consent Agenda	Item: Fireworks	
BACKGROUND: 4 th of July Fireworks for 2021 celebration		
ATTACHMENTS:		
COUNCIL ACTION REQUESTED: Approval of vendor J&M Displays		

**CITY OF HARMONY
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Devin Swanberg, City Administrator	Meeting Date: May 11th	Agenda Item No.
Agenda Section: New Business	Item: Dairyland Project Bids	
BACKGROUND: To allow the posting of a bid packet for the 2021 Dairyland project along wicket drive to the Dairyland location.		
ATTACHMENTS: at Meeting		
COUNCIL ACTION REQUESTED: Approval of bid proposal and timeline		

Local Government Resolution

Applicant Name: City of Harmony

BE IT RESOLVED that the City of Harmony (Applicant) act as the legal sponsor for the project contained in the Application to be submitted on or before June 1, 2021 (date) and that the Mayor (Title of First Authorized Official) and the City Administrator (Title of Second Authorized Official) are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Harmony (Applicant).

BE IT FURTHER RESOLVED that the City of Harmony (Applicant) has the legal authority to apply for financial assistance, and the institutional, managerial and financial capability to ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Harmony (Applicant) has not violated any Federal, State or local laws pertaining to fraud, bribery, graft, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the State, the City of Harmony (Applicant) may enter into an agreement with the State of Minnesota for the approved project, and that the City of Harmony (Applicant) certifies that it will comply with all applicable laws and regulations as stated in all contract agreements.

NOW, THEREFORE BE IT RESOLVED that the Mayor (Title of First Authorized Official) and the City Administrator (Title of Second Authorized Official), or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project on behalf of the Applicant.

I CERTIFY THAT the above resolution was adopted by the city council (governing body of Applicant) of the City of Harmony (Applicant) on May 11, 2021 (date).

SIGNED:

WITNESSED:

(First Authorized Official)

(Signature)

Mayor
(Title) _____ (Date)

(Title) _____ (Date)

(Second Authorized Official)

City Administrator
(Title) _____ (Date)

Citizen Participation Plan – Harmony

Pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974, as amended, this Citizen Participation Plan is hereby adopted to ensure that the citizens of Harmony (hereinafter referred to as the Applicant), particularly persons of low and moderate income residing in slum and blight areas and in areas in which CDBG-CV funds are proposed to be used, are encouraged to participate in the planning and implementation of CDBG-CV funded activities.

Public Hearing

A public hearing or public hearings will be the primary means of obtaining citizen views and responding to proposals and questions related to community development and housing needs, proposed CDBG-CV activities.

Prior to submitting a CDBG-CV application to the State of Minnesota, the Applicant will need to conduct at least one public hearing to identify community development and housing needs, including the needs of very low and low income persons, as well as other needs in the community that might be addressed through the CDBG-CV program. At the hearing, the Applicant must also, at minimum, review the proposed CDBG-CV activities, their benefiting location(s), overall cost and proposed financing, and the implementation schedule. In addition, the past performance of the Applicant in carrying out CDBG-CV responsibilities should be reviewed. Compliance with historic requirements of the CDBG-CV program must be discussed, including whether there are/may be any historic or potentially historic buildings in the target area, and how the Applicant intends to address compliance with federal regulations governing the "Protection of Historic Properties."

Formal notice of the public hearing must be provided, which follows the posting/publication requirement(s) of the Applicant. A public notice will also be posted in places frequented by the public, especially low- and moderate-income persons benefiting from or affected by proposed CDBG-CV activities. As circumstances warrant and as the Applicant determine necessary or appropriate, participation may additionally be specifically solicited from persons of low and moderate income, those benefiting from or affected by CDBG-CV activities and/or representatives of such persons. Hearings will be held at times and in locations convenient to potential and actual beneficiaries with accommodation for persons with disabilities to assure accessibility. The City of Harmony will identify limited speaking/non-English speaking residents and make special efforts to assure them equal opportunity in the citizen's participation process and have interpreters present as necessary. Citizens must be provided the opportunity to comment upon the original Citizen Participation Plan and on substantial amendments to it, or to the activities for which CDBG-CV funds will be used.

Public Information and Records

Information and records regarding the proposed and past use of CDBG-CV funds will be available at City hall during regular office hours. The public will be so informed of this by public notice. Special communication aids can be made available to persons upon request.

Written Comments and Response

The Applicant will respond to written complaints and grievances, in writing, in a timely manner. When at all possible, such written responses shall be made within fifteen (15) working days.

Applicant

Signature of Chief Elected Official of Applicant

Date

NOTE: EACH JURISDICTION PARTICIPATING IN A JOINT APPLICATION IS REQUIRED TO FOLLOW CITIZEN PARTICIPATION REQUIREMENTS. A SINGLE PLAN CAN BE USED FOR A MULTI-JURISDICTIONAL APPLICATION, BUT CITIZENS FROM ALL JURISDICTIONS MUST BE GIVEN AN OPPORTUNITY TO PARTICIPATE.

**CITY OF HARMONY
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Devin Swanberg, City Administrator	Meeting Date: May 11th	Agenda Item No.
Agenda Section: New Business	Item: City Wide Clean up	
<p>BACKGROUND: In conjunction with the city-wide garage sale, we are looking at doing a city wide clean up day. The utility committee’s recommendation was to have 3 roll offs for the weekend to be picked up on the following Monday.</p> <p>Option 1: Roll-off Drop Off two or three 30 yard roll off tanks. Place of city’s choosing. \$250 per roll off and \$63 per ton</p> <p>Option 2: Rear load drop off – Two rear load trucks at a drop site location for a period of 4 hours \$125 per truck and \$63 per ton.</p> <p>Option 3: Curbside, three-to-four-man teams and pick up bulk items from the curbside of each residence. \$125 per worker \$63 per ton. Most unknown to price.</p> <p>Clean ups are for bulk items such as furniture, mattresses, other household items and small amounts of construction material. All loose items must be boxed, bagged or bundled and cannot be over 40 pounds (if curbside). The cleanup does not include electronic, white goods (appliances) tires or hazardous materials.</p>		
<p>ATTACHMENTS: none</p>		
<p>COUNCIL ACTION REQUESTED: Approval of City Wide Clean up with an option.</p>		



Quote

PO Box 783, Rogers, MN 55374
 Ph 877-544-2700 Fax 612-930-0930

Date	Quote #
4/12/21	10986

Name / Address
City of Harmony Brian Michel 225 3rd ave. SW Harmony MN 55939

Ship To
City of Harmony Brian Michel 225 3rd ave. SW Harmony MN 55939

Terms	FOB
Net 30	Warehouse

Item	Description	Qty	Cost	Total
VC6-C200A-D46HDN-US	Vivax Metrotech vCam 6-HD, Includes Control Module, Reel, 200' of 12mm Pushrod, D46-HD	1	9,398.00	9,398.00
SHIPPING03	Shipping, Insurance, Configuration & Training	1	220.00	220.00

Thank you for your business. Quote pricing is valid for 90 days.

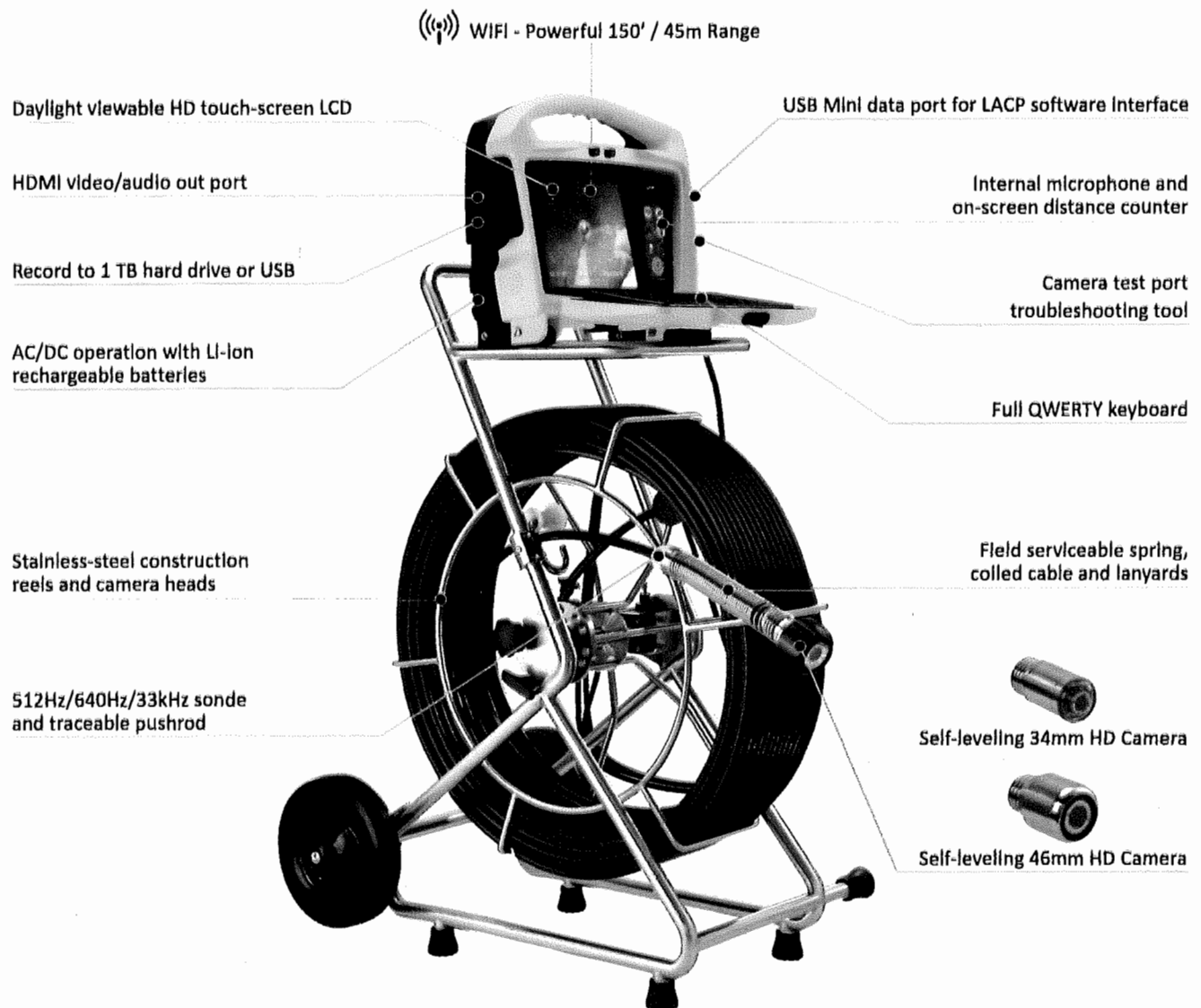
ATTENTION: Our mailing address has recently changed to PO Box 783, Rogers MN 55374. Please update your records

vCam-6 HD INSPECTION SYSTEM

- 1080p HD camera heads
- 1 Terabyte hard drive
- Four-Hour battery life
- One-touch recording and image capture
- Camera exchange program
- Backward compatible⁽¹⁾

Increase productivity and profitability with the feature-rich vCam-6 inspection camera system. Built tough and reliable for everyday use, the versatile vCam-6 is a good fit for plumbers, contractors, home inspectors, building maintenance supervisors, or anyone looking to inspect the interior of a pipe or duct. Create crisp, detailed HD video inspections with audio comments, text descriptions, footage, date, and timestamps to submit to your customers without worry. Putting in a full day's work is easy with the four-hour battery life and charging on-the-go with the provided AC and DC charging leads.

Designed for ease of use and engineered for dependability, vCam inspection products ensure trouble-free operation with little down time. Extend the capabilities of the system with the smaller accessory Type-MX reel for smaller lines, or increase the inspection diameter with the optional adjustable Type-B skid.



Backed by Vivax-Metrotech's superior dealer network, customer service and service centers.

Harmony EDA Minutes

May 6, 2021
7:30 AM

Community Center
Council Room

Present: Kerry Kingsley, Andy Batstone, Steve Sagen, and Greg Schieber

Also Present: Roxanne Johnson, Melissa Vander Plas, Devin Swanberg, and Chris Giesen

The regular meeting was called to order at 7:33 AM by Kerry Kingsley.

Minutes

The board reviewed the minutes of the April 1, 2021 meeting. Motion by Batstone, second by Sagen to approve the minutes as presented. Motion carried unanimously.

Financial Reports & Claims

The board reviewed the loan portfolio. All loans were current. There were no claims for payment.

Front Porch Inn Project

Giesen explained to the board that the buyer had written to him earlier in the week reluctantly placing this project on hold because of dramatically rising material prices. The proposed project budget had a cushion built in for additional costs but nationwide economics for building materials caused estimates to come in much higher than expected. The buyer indicated that while they will not be able to move forward at this time with the planned hotel construction project, they will work towards moving forward if prices normalize in the future. The board discussed, understood, and appreciated the buyer's logic.

Giesen mentioned that the buyer asked about securing some kind of purchase option to secure their interest in the property while they waited on the pricing to normalize. The board was open to the suggestion and discussed the merits of an option to purchase or first right of refusal arrangement. Consensus of the board was to offer both methods to allow the buyer to secure their interests in the manner that was most suitable to them. It was agreed that any new contracts as such should be based on past practices. With that basis in mind, the board discussed at length the merits of entering into such an agreement and the potential terms. The board agreed that an option contract should be offered for a shorter period of time and more expensive than a first right of refusal as an option contract was more restrictive to the city and therefore more valuable to a buyer compared to a first right of refusal. It was also agreed that similar to past option contracts, the price of such a contract should be approximately 1.5% of the purchase price. It was noted that any such agreements could only be exercised by a buyer provided they also entered into a development agreement with the city at the time of purchase, which would lay out the terms of development as required by state law.

Motion by Sagen, second by Batstone to offer Julie and Scott Lange an option contract on parcel number 150575000 (Lot 2 Block 2 Industrial Park) and the corresponding, adjacent portion of parcel number 150619000 (currently unplatted) directly east of parcel number 150575000 in the amount of \$1,200 for the exclusive right to purchase said property at the listed sale price of \$80,000, for a period of one year, with the price of such option contract credited towards any purchase price during the term of the option

contract, and with the final sale of the property subject to the terms of a development agreement with the city. Alternatively, if more desirable to Mrs. and Mr. Lange, the EDA would instead offer a first right of refusal on said property in exchange for \$600 for the period of two years subject to the terms of a development agreement with the city at the time of purchase, with the cost of such first right applied to the purchase price if exercised within the term of such rights. Motion carried 3-0. Kingsley abstained.

Downtown Revitalization Program Idea

Giesen presented a memo outlining possible thoughts for a new program focused on revitalizing downtown commercial properties. He explained that Schieber and Roxanne Johnson had been discussing various issues with buildings downtown, the character that those downtown buildings provide to the community, and the extraordinary costs of renovations compared to the general value of the buildings. From those discussions it was explained that a few brainstorming meetings were had with Schieber, Johnson, Kingsley, Swanberg, and Giesen. It was mentioned that such a program could focus a potentially large amount of funding on possibly only one building each year but that the end result would be transformational for that particular building, and the downtown. The program could be renewed on a year to year basis to ensure funding but that if continued for several years the buildings in most need could be renewed. Kingsley said that the goal would be to fund highly visible but very long-life repairs, such as brick work and tuck pointing. Essentially repairs that have a life of 50, 70, 80 years and would ensure the character of downtown is preserved. Schieber added that for eligible renovation items, a goal would be remove as many barriers as possible to qualify as some building owners might not be able to afford a match or additional loans, but that they still have just as much or more need for such major repairs. He also said that the application process could be structured in a way that matches weren't required but that perhaps a match might make one application stronger than another, or a higher priority. Johnson said that in addition applicants could use other programs like the EDA loan program to leverage additional work if needed. Kingsley said that staff would work one on one with the business owners to help raise awareness of the program and come up with project ideas. Batstone mentioned that the program should be structured in such a way that avoids unnecessary tax burdens for recipients. It was agreed that any funding should go to high cost, high value, and long life type repairs that would otherwise not be completed now.

Swanberg noted that because the board has a budgeted project fund of \$40,000, such a program could utilize this budget allocation and not have any impact on the city levy – there would be no need to raise taxes to fund such a program. It was commented that the program idea sounded good but that other capital projects should be kept in mind in case budgeting becomes an issue. Swanberg said that this discussion was more of a brainstorm to see if there was interest in such a program before developing further criteria and processes. Consensus of the board was to move forward with developing such a program.

Chamber of Commerce Report

Melissa Vander Plas was present to give the chamber report. She reported that the visitors center was open for the season. They had 125 kids participate in the Easter Egg hunt, and that it was great to have a live-in person event again! The chamber is currently planning for the 4th of July celebration in anticipation of all pandemic restrictions being lifted by that time. They are currently at 85% membership renewal for the year which is better than 2020 but not as high as 2019. She noted that the guide books should be delivered in a week or two and that they would then immediately begin distribution. She noted that visitor traffic is picking up, they are developing a new map of downtown

businesses for visitors, and that they are making progress in utilizing their marketing grant from Explore Minnesota.

Prospects/Community Update

Giesen noted that MiEnergy will be discussing pricing of the electric vehicle charging stations with the city in upcoming week or two. He is keeping Sagen in the loop as that project develops but noted it shouldn't take long to move forward once the equipment is secured.

The board discussed dates for the annual joint board meeting between the school district, city council, and EDA. It was thought that June 15, 2021 at 6 PM would work well and that staff should reach out to the school district to confirm.

An update on the bike trail was discussed. Schieber and Giesen were waiting for additional information from the DNR so that construction leases could be obtained where needed – primarily because the narrow corridor requires some elevation and grading that might impact some small areas along the corridor.

Weed control along the trail corridor was brought up and discussed. Motion by Schieber, second by Batstone to authorize staff to hire help to control weeds along the trail corridor, with approval of the board chair, as needed. Motion carried unanimously.

Other Business

Swanberg mentioned that he and Giesen are still investigating the creation of a coworking space in the community center. He mentioned that potentially the kitchen could even be a popular aspect of the project. Consensus of the board was very favorable to the project and leveraging resources to make it work.

Giesen reported that Harmony Telephone Company will be asking the city council to act as a fiscal host for a special grant application that would fund fiber optic internet installation to most, if not all of the city. The city would have reporting and monitoring requirements, in addition to carrying costs and drawing grant reimbursements from the state on behalf of the phone company but there would potentially be a significant administration fee that could cover the costs of additional expenses. Swanberg noted that the state released the program only a week or so ago and that the deadline was June 1, 2021 so the phone company was operating on extremely tight timelines for such a large project. Motion by Batstone, second by Schieber to recommend that the city council approve the request from Harmony Telephone Company to act as fiscal host and apply for the special grant application for fiber internet installation in Harmony. Motion carried unanimously.

Hearing no objections, Kingsley adjourned the meeting. The meeting adjourned at 9:31 AM.

The next regular meeting is scheduled for June 3, 2021 at 7:30 AM at the Community Center.



Invoice

Date	Invoice #
4/15/2021	11370

Customer
City of Harmony, MN

Remit To
Generation X Construction PO Box 490 Rushford, MN 55971

Terms	Project
Due on receipt	

Quantity	Description	Rate	Amount
1	Splash Pad progress payment	38,000.00	38,000.00

Thank you for your business.	Total \$38,000.00
------------------------------	--------------------------

Phone #	Fax #	E-mail	Web Site
507-864-8641	507-864-2809	generationxconstruction@gmail.com	www.generationxconstruction.com