

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

December 13, 2022  
7:00 P.M.

Council Room  
Community Center

1. Call to Order
2. Roll Call
3. Public Forum
4. Consent Agenda
  - a) Minutes Regular
  - b) Minutes Special meeting
  - c) Claims and November Checks
  - d) Cash in CD
  - e) Cash Balances
5. New Business
  - a) Public Hearing 1
    - i. Request to Vacate Street – Roxanne Johnson – Resolution 22-18
  - b) Public Hearing 2
    - i. Wellhead Protection Plan, MN Rural Water
  - c) Decertify TIF-6 District – Resolution 22-16
  - d) Truth in Taxation
    - i. Resolution 22-17, approving 2023 budget
  - e) Sarah Thatcher – Appeal dog at large citation
  - f) EDA
    - i. Contract Renewal
    - ii. Downtown Revitalization Award – request to approve funding
    - iii. Home Rebate Program – renew rebate program with updates
    - iv. Trail Agreements – consider bike trail expansion resolutions
6. Personnel – Consider hiring new administrator
7. Reports
  - a) Building & Maintenance Report
    - i. WWTP Report
  - b) EDA Board
    - i. Industrial Park update
  - c) Park Board
  - d) Library Board
  - e) Arts Board
  - f) Fire Department
  - g) Sheriff Report
8. Adjourn



A Regular Meeting of the Harmony City Council was called to order by Mayor Steve Donney. Present were Mayor Donney, Councilmembers Domingo Kingsley, Steve Sagen, Jesse Grabau (7:22 pm), and Kyle Scheevel; Administrator Devin Swanberg, Deputy Clerk Lisa Morken, and Attorney Greg Schieber. Also present were Hannah Wingert (FC Journal), Samantha Grabau, Terry Bigalk, Brett Grabau, Steve Boyens, Jerome Illg, Aaron Bishop, Roxanne Johnson and Sarah Scheffert (Southern MN Initiative Foundation).

PUBLIC FORUM: None

SMIF: Southern MN Initiative Foundation is hoping that Harmony will be able to contribute again. Their primary focus is early childhood development, economic development and community vitality. The Harmony Area Community Fund is under SMIF. SMIF handles the filing of paperwork for the Community Fund.

CONSENT AGENDA: Councilmember Kingsley motioned to approve the Consent Agenda which consisted of the Minutes from the October 11, 2022 meeting, the Claims & October checks written, CD cashed to General Fund, WWTP report, Chamber report, and election results. Councilmember Sagen seconded the motion. A vote was held. All in favor. Motion carried.

VACATE STREET: Roxanne Johnson would like a portion of 6<sup>th</sup> St SE between 3<sup>rd</sup> Ave SE and 5<sup>th</sup> Ave SE vacated. Attorney Greg Schieber stated that access was created and never used. Mayor Donney motioned to vote on the resolution at the next Regular Meeting after a notice has been made public. Councilmember Sagen seconded the motion. A vote was held. All in favor. Motion carried. Administrator Swanberg will have the notice printed in the Fillmore County Journal. Roxanne Johnson would also like to be reimbursed for the survey. Mayor Donney said council will discuss reimbursement at the next meeting.

PAY REQUEST 5 and FINAL PAY REQUEST: Brett Grabau stated that work is now complete at County Road 22 and Wicket Dr. Generation X will be submitting a final pay request. Minnowa claims damage was done to their driveway this summer and would like Generation X to patch it. Grabau recommends seal coating the Minnowa driveway this summer if the city decides to fix it. Minnowa is currently working with the utility committee to resolve this, or Minnowa could ask Generation X to fix it. Councilmember Sagen motioned to approve the final pay request upon Grabau's approval. Mayor Donney seconded the motion. A vote was held. All in favor. Motion carried.

#### REPORTS:

##### Building & Maintenance:

Still waiting for Terry Bigalk's plow truck.

Dairyland project is complete.

WWTP Report is included in the packet.

EDA: Small Cities grant was approved.

Park: Still waiting to hear from DNR regarding the bike trail.

**DRAFT**

Library Board: None.

Arts Board: Has not met yet.

Fire Dept.: A new Chief will be recommended to council next month.

Administrator Swanberg requested a meeting time for all council members to interview new Administrator applicants.

Mayor Donney asked Administrator Swanberg to post MiEnergy's findings regarding the last power outage on Facebook.

Thursday is "Give to the Max" day.

Upon no further business, Mayor Donney adjourned the meeting.

Lisa Morken

Steve Donney

**DRAFT**

December 6, 2022

SPECIAL MEETING

HARMONY CITY COUNCIL

A Special Meeting of the Harmony City Council was called to order by Mayor Steve Donney. Present were Mayor Donney, Councilmembers Domingo Kingsley, Steve Sagen, Jesse Grabau, and Kyle Scheevel; Finance Clerk Samantha Grabau, also present were Alison Whalen, Michael Himlie.

PERSONNEL – CITY ADMINISTRATOR INTERVIEWS: First administrator candidate was interviewed followed by the second candidate. Interviews concluded at 6:30 p.m.

Discussion was had and recommendation to put on the full council agenda Tuesday, December 13, 2022.

Upon no further discussion or business, Mayor Donney adjourned the meeting.

Samantha Grabau

Steve Donney

**DRAFT**

**CITY OF HARMONY**  
**City Council Claims for Review**

December 13, 2022

Fund Descr	Object of Expense	Vendor	Comments	Amount
Fund 101 General Fund				
General Fund	Flexible Spending Account	FIRST SOUTHEAST BANK	Transfer to Health Acct	\$150.00
General Fund	Life Insurance	USABLE LIFE	101421301G	\$65.10
General Fund	Envelopes and Letterhead	ELAN FINANCIAL SERVICES	USPS printed envelopes	\$1,448.60
General Fund	General Operating Supplies	ELAN FINANCIAL SERVICES	Election judge food	\$52.57
General Fund	Postage	QUADIENT, INC.	Postage	\$25.00
General Fund	Postage	QUADIENT, INC.	Postage machine ink	\$115.24
General Fund	Repair/Maint Office Equipment	METRO SALES	Copy machine contract	\$85.66
General Fund	Contractual Services	CUSTOM ALARM	Custom Alarm	\$94.50
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Comm. Ctr electric	\$1,232.19
General Fund	Furniture and Fixtures	KINGSLEY MERCANTILE	40 chairs - Comm. Center	\$1,719.60
General Fund	Gas Utilities	MINNESOTA ENERGY	Comm Center gas utilities	\$952.40
General Fund	General Operating Supplies	KINGSLEY MERCANTILE	CC - Lime away, SOS pads, zip ties, utility	\$89.93
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	Terry fuel	\$77.14
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Comm. Ctr. Sewer	\$89.41
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Comm. Ctr. Water	\$46.74
General Fund	Program Services	ON THE CRUNCHY SIDE	Golden Happenings Pizza bingo party	\$103.16
General Fund	Legal Notices Publishing	FILLMORE COUNTY JOURNAL	Notice of pubic hearing on vac. 6th St SE	\$56.98
General Fund	Motor Fuels/Lubricants	HARMONY TRANSIT	DEF pump	\$20.92
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	Skidloader fuel	\$173.69
General Fund	Motor Vehicles	CRYSTEEL TRUCK EQUIPMENT	New plow truck	\$91,589.00
General Fund	Repair/Maint Vehicles	IRONSIDE TRAILER SALES & SERVI	Change oil, rotate tires	\$147.00
General Fund	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	November legal fees	\$600.00
General Fund	General Operating Supplies	CULLIGAN	Drinking water, wellness program	\$72.50
General Fund	Uniforms	MICHEL, BRIAN		\$279.26
General Fund	Planning & Development Fees	WIDSETH SMITH NOLTING & ASSOC	Comprehensive Plan	\$688.00
General Fund	Building Repair Materials	Nolan Lumber Company	Expanding foam	\$31.96
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Shop electric	\$178.38
General Fund	Gas Utilities	MINNESOTA ENERGY	Shop gas utilities	\$478.53
General Fund	General Operating Supplies	PRESTON EQUIPMENT CO.	DEF jug and hose	\$50.00
General Fund	Repair/Maint Bldg/Structures	KINGSLEY MERCANTILE	Shop -mini-split Heat pump and stand	\$2,495.00
General Fund	Repair/Maint Bldg/Structures	PLUNKETTS PEST CONTROL, INC	Rodent control program	\$84.00
General Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Shop - Surge protector, batterie,, zipties	\$118.96
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Shop water	\$18.92
General Fund	General Operating Supplies	KINGSLEY MERCANTILE	Streets - Wire, marking staks, zipties	\$32.82
General Fund	Motor Fuels/Lubricants	HARMONY TRANSIT	DEF fluid - Corey truck	\$62.13
General Fund	Motor Fuels/Lubricants	HARMONY TRANSIT	DEF pump	\$20.92

**CITY OF HARMONY**  
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December 13, 2022

Fund Descr	Object of Expense	Vendor	Comments	Amount
General Fund	Motor Fuels/Lubricants	WEX	Tractor fuel	\$549.07
General Fund	Repair/Maint Other Improve	CHUCK LARSON DUST CONTROL	yearly dust control	\$2,320.00
General Fund	Sign Materials	ELAN FINANCIAL SERVICES	sign post brackets	\$103.05
General Fund	Street Maint Materials	BRUENING ROCK PRODUCTS, INC	Sand - Snow/Ice	\$357.38
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Vis. Ctr. Electric	\$164.79
General Fund	Gas Utilities	MINNESOTA ENERGY	Visitor's Center gas utilities	\$617.28
General Fund	General Operating Supplies	KINGSLEY MERCANTILE	VC - Ice melt, screw hooks, anchors	\$48.19
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	Terry fuel	\$77.14
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Vis. Ctr. Sewer	\$54.49
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Vis. Ctr. Water	\$36.22
Fund 101 General Fund				\$107,873.82
Fund 211 Library Fund				
Library Fund	Media-Books	BAKER & TAYLOR	Books	\$854.38
Library Fund	Media-Books	CENTER POINT LARGE PRINT	Large print books subscriptio	\$1,711.44
Library Fund	Media-Books	PENWORTHY COMPANY	Children's books	\$485.46
Library Fund	Media-Periodicals	ELAN FINANCIAL SERVICES	Library Journal subscription	\$188.00
Library Fund	Media-Video	BAKER & TAYLOR	Movies on DVD	\$299.67
Library Fund	Office Accessories	SOUTHEAST LIBRARY SYSTEM	Item barcodes	\$150.19
Library Fund	Program Supplies	DEMCO, INC	Bulletin board paper	\$131.10
Library Fund	Program Supplies	HARMONY FOODS	Halloween craft supplies	\$7.58
Library Fund	Repair/Maint Office Equipment	CANON FINANCIAL SERVICES, INC	Copier lease	\$44.00
Library Fund	Repair/Maint Office Equipment	LOFFLER COMPANIES, INC	Copier maintenance fee	\$22.64
Library Fund	Software Service Fees	SOUTHEAST LIBRARY SYSTEM	Basic service & Tech support	\$605.02
Fund 211 Library Fund				\$4,499.48
Fund 222 Fire Fund				
Fire Fund	Equipment Parts	NUTRIEN AG SOLUTIONS	Parts for UTV skid, hose, adapter, coupler	\$19.52
Fire Fund	General Operating Supplies	ANCOM TECHNICAL CENTER	Pager battery	\$21.50
Fire Fund	Medical Supplies	ZOLL MEDICAL CORP.	Zoll AED battery	\$126.00
Fire Fund	Motor Fuels/Lubricants	HARMONY TRANSIT	DEF pump	\$20.92
Fire Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	Fire dept fuel	\$302.79
Fire Fund	Motor Fuels/Lubricants	WEX	Fire Fuel	\$202.81
Fire Fund	Sign Materials	M. PETERS ENTERPRISES	Fire dept., USand EMS flags	\$248.52
Fire Fund	Sign Materials	M. PETERS ENTERPRISES	Fire dept. and EMS flags	\$78.44
Fire Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Pliers, batteries, plug, bushing, coupler	\$59.42
Fire Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Fire hall electric	\$274.70
Fire Fund	Gas Utilities	MINNESOTA ENERGY	Fire Dept gas utilities	\$239.97

**CITY OF HARMONY**  
**City Council Claims for Review**

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Fire Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Fire hall sewer	\$24.05
Fire Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Fire hall water	\$16.15
Fund 222 Fire Fund				\$1,634.79
Fund 223 Ambulance Fund				
Ambulance Fund	Ambulance Accounts Receivabl	AMBULANCE REFUNDS	Ambulance overpayment	\$125.91
Ambulance Fund	General Operating Supplies	KINGSLEY MERCANTILE	Batteries, surge protector	\$30.98
Ambulance Fund	Medical and Dental Fees	MAYO CLINIC AMBULANCE	Intercept, 22-116424	\$348.65
Ambulance Fund	Medical and Dental Fees	TRI STATE AMBULANCE SERVICE	Intercept charge	\$250.00
Ambulance Fund	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	Medical oxygen	\$90.64
Ambulance Fund	Medical Supplies	ZOLL MEDICAL CORP.	Zoll AED battery	\$126.00
Ambulance Fund	Motor Fuels/Lubricants	HARMONY TRANSIT	DEF fluid	\$81.65
Ambulance Fund	Motor Fuels/Lubricants	HARMONY TRANSIT	DEF pump	\$20.93
Ambulance Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	Ambulance Fuel	\$578.89
Ambulance Fund	Motor Fuels/Lubricants	WEX	Ambulance fuel	\$345.91
Ambulance Fund	Program Supplies	ELAN FINANCIAL SERVICES	CPR cert. cards (8)	\$97.04
Fund 223 Ambulance Fund				\$2,096.60
Fund 251 Park Fund				
Park Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Park lights and shelters	\$159.96
Park Fund	Motor Fuels/Lubricants	HARMONY TRANSIT	DEF pump	\$20.92
Park Fund	Motor Fuels/Lubricants	KINGSLEY MERCANTILE	Extension cord, RV anti freeze	\$104.05
Fund 251 Park Fund				\$284.93
Fund 426 TIF 1-8 Oconnor				
TIF 1-8 Oconnor	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	November legal fees	\$195.00
Fund 426 TIF 1-8 Oconnor				\$195.00
Fund 601 Water Fund				
Water Fund	MN Water Testing Fee Due	MN DEPT OF HEALTH	Quarterly water connection fee	\$1,462.00
Water Fund	Office Accessories	ULINE	Office chair	\$148.77
Water Fund	Postage	ELAN FINANCIAL SERVICES	water sample postage (11/23)	\$5.40
Water Fund	Postage	ELAN FINANCIAL SERVICES	water sample postage (11/07)	\$5.40
Water Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Pumphouses 1, 2, 3	\$936.49
Water Fund	Gas Utilities	MINNESOTA ENERGY	Pump house gas utilities	\$83.16
Water Fund	Gas Utilities	MINNESOTA ENERGY	Pump house gas utilities	\$1,600.81
Water Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Coliform testing 10/22, 11/22	\$84.00
Water Fund	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Oct, Nov, Dec Safety program	\$1,184.92
Water Fund	Repair/Maint Bldg/Structures	MAGUIRE IRON, INC.	Tower inspect- Yr 3 100 MG MTL Cone	\$1,632.00

**CITY OF HARMONY**  
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December 13, 2022

Fund Descr	Object of Expense	Vendor	Comments	Amount
Water Fund	Repair/Maint Machinery/Equip	FIRST SYSTEMS TECHNOLOGY, INC	Replaced well 2 magnetic flow meter	\$9,063.20
Water Fund	Small Tools and Minor Equip	ELAN FINANCIAL SERVICES	Hydrant buddy	\$537.66
Fund 601 Water Fund				<u>\$16,743.81</u>
Fund 602 Sewer Fund				
Sewer Fund	General Operating Supplies	KINGSLEY MERCANTILE	Marking tape	\$2.99
Sewer Fund	Contractual Services	ENVIRONMENTAL WATER SERVICES	WWTP Certification - November	\$1,500.00
Sewer Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	WWTP electric	\$1,335.29
Sewer Fund	Gas Utilities	MINNESOTA ENERGY	WWTP gas utilities	\$419.18
Sewer Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Sample dates 10/26, 11/2, 11/5, 11/9, 11/	\$2,183.29
Sewer Fund	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Oct, Nov, Dec Safety program	\$1,184.92
Sewer Fund	Repair/Maint Machinery/Equip	MOREM ELECTRIC, INC	Replace timer relay. Pump/Grit screen	\$433.57
Sewer Fund	Repair/Maint Other Equipment	ENVIRONMENTAL WATER SERVICES	Spider pump to get solids from bottom of t	\$1,200.00
Sewer Fund	Repair/Maint Other Improve	RCT Sewer & Vac	Jet open blockage 1st Ave SW	\$575.00
Sewer Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	WWTP sewer	\$1,984.42
Sewer Fund	Small Tools and Minor Equip	ELAN FINANCIAL SERVICES	DO Sensor	\$237.17
Sewer Fund	Small Tools and Minor Equip	ELAN FINANCIAL SERVICES	Sledgehammer/pick	\$266.02
Sewer Fund	Water Utilities	HARMONY PUBLIC UTILITIES	WWTP water	<u>\$1,308.62</u>
Fund 602 Sewer Fund				<u>\$12,630.47</u>
Fund 603 Solid Waste Fund				
Solid Waste Fund	Motor Fuels/Lubricants	HARMONY TRANSIT	DEF fluid - tractor	\$19.88
Solid Waste Fund	Motor Fuels/Lubricants	HARMONY TRANSIT	DEF pump	\$20.92
Solid Waste Fund	Motor Fuels/Lubricants	WEX	Corey truck fuel	\$219.59
Solid Waste Fund	Refuse/Garbage Disposal	RICHARDS SANITATION, LLC	Trash & recycle service - November	\$7,774.43
Solid Waste Fund	Repair/Maint Other Improve	DAVIS CONSTRUCTION, LLC	Tree dump loader hours (4.5)	<u>\$585.00</u>
Fund 603 Solid Waste Fund				<u>\$8,619.82</u>
Fund 604 Electric Fund				
Electric Fund	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$54,114.86
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Streetlights	\$210.57
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Car chargers	\$14.34
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Town clock	\$13.59
Electric Fund	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Oct, Nov, Dec Safety program	\$1,184.92
Electric Fund	Motor Fuels/Lubricants	WEX	Brian truck fuel	\$107.17
Electric Fund	Repair/Maint Other Equipment	MI ENERGY COOPERATIVE	Replaced transformer fuse, rep. sec light	\$388.16
Electric Fund	Repair/Maint Other Equipment	MI ENERGY COOPERATIVE	Trans. Fuse blown at car lot	\$238.16
Electric Fund	Repair/Maint Other Equipment	MI ENERGY COOPERATIVE	11/2 Repair phase out. Line thru tree.	\$167.50



**CITY OF HARMONY**  
**City Council Claims for Review**

December 13, 2022

Fund Descr	Object of Expense	Vendor	Comments	Amount
Electric Fund	Repair/Maint Other Equipment	MI ENERGY COOPERATIVE	11/5 Repair west side outage	\$4,409.25
Electric Fund	Repair/Maint Other Equipment	MI ENERGY COOPERATIVE	11/23 Line switch back to norm substation	\$712.50
Electric Fund	Repair/Maint Other Improve	MOREM ELECTRIC, INC	Mini-split. Maitenance shop.	\$369.31
Electric Fund	Utility Maint Materials	ELAN FINANCIAL SERVICES	Transformer socket	\$13.40
Electric Fund	Financial Services Fees	PSN	November PSN charges	\$582.64
Electric Fund	Taxes, Licenses & Permits	MN DEPT OF COMMERCE	Energy facility permitting Quarterly assess	\$42.12
Fund 604 Electric Fund				\$62,568.49
				\$217,147.21

CITY OF HARMONY

\*Check Summary Register©

November 2022

Name	Check Date	Check Amt	
<b>10101 1st Southeast Bank-G</b>			
68012	First Southeast Bank	11/15/2022	\$75.00 J. Illg Harmony Bucks - Energy Saver program
68013	1 SOURCE	11/15/2022	\$143.49 Office supplies, receipt book, paper
68014	BAKKEN, BONNIE	11/15/2022	\$127.50 Election Judge
68015	BLUFF COUNTRY COMPUTER W	11/15/2022	\$1,044.95 Desktop computer
68016	ROBBIE BROKKEN	11/15/2022	\$148.50 Cups, plates, napkins, cheese, fruit
68017	CANON FINANCIAL SERVICES, I	11/15/2022	\$44.00 Copier lease
68018	CENTRAL PENSION FUND	11/15/2022	\$264.00 Union pension
68019	CITY OF HARMONY	11/15/2022	\$7,929.51 Town clock
68020	CULLIGAN	11/15/2022	\$84.50 Drinking water. Wellness program.
68021	Custom Alarm	11/15/2022	\$780.00 Fire alarm inspection
68022	DAKOTA SUPPLY GROUP	11/15/2022	\$100.45 Metering cartridge, brass filter - 2
68023	DALCO	11/15/2022	\$1,531.04 Handsoap
68024	DECORAH AUTO CENTER	11/15/2022	\$289.19 Change ambulance oil, rotate tires
68025	CARDMEMBER SERVICES	11/15/2022	\$401.08 Ten male connectors
68026	ENVIRONMENTAL WATER SERVI	11/15/2022	\$1,500.00 WWTP Certification. October 2022
68027	EXPERT BILLING, LLC	11/15/2022	\$522.00 October billing. 18 ambulance runs.
68028	FILLMORE CENTRAL DIST. OFFI	11/15/2022	\$4,714.10 2022 Summer Rec Program
68029	FILLMORE COUNTY JOURNAL	11/15/2022	\$342.34 Robbie Brokken Jewelry show ad
68030	GRABAU, SAMANTHA	11/15/2022	\$130.00 Halloween cady for trunk or treat
68031	HANLON, BILL	11/15/2022	\$812.61 MSFC Conf travel expenses
68032	Diane Hanlon	11/15/2022	\$105.00 Election Judge
68033	Jordon Hanson	11/15/2022	\$50.00 June PERA reimbursement
68034	HARMONY CHAMBER OF COMM	11/15/2022	\$1,817.46 2022 EDA funding allocation
68035	HARMONY FOODS	11/15/2022	\$5.47 Paper plates, disposable silverware
68036	HARMONY TELEPHONE COMPA	11/15/2022	\$656.38 Admin
68037	HAWKINS, Inc.	11/15/2022	\$5,310.97 Chlorine cyclinders
68038	HOVEY OIL COMPANY, INC	11/15/2022	\$757.90 Splash Pad winterize, RV antifreeze
68039	I.U.O.E. LOCAL 49 FRINGE BENE	11/15/2022	\$4,035.00 Union health insurance
68040	IRONSIDE TRAILER SALES	11/15/2022	\$95.44 Replace skid loader tire.
68041	IUOE LOCAL #49	11/15/2022	\$105.00 Union dues
68042	Rodney J. Johnson	11/15/2022	\$469.48 MSFC Conference travel expenses
68043	KINGSLEY MERCANTILE	11/15/2022	\$743.73 Paint, rollers, screws
68044	KIRVIDA FIRE	11/15/2022	\$1,592.14 2022 Annual pump test 7479
68045	KWIK TRIP,INC	11/15/2022	\$979.44 Ambulance fuel
68046	LAKESHORE LEARNING	11/15/2022	\$400.15 4 Children's chairs
68047	LOFFLER Companies, Inc	11/15/2022	\$56.99 Copier maintenance fee
68048	ANN LYONS	11/15/2022	\$116.25 Election Judge
68049	MCCARTHY WELL COMPANY	11/15/2022	\$855.00 3 well inspections
68050	METRO Sales	11/15/2022	\$180.41 Copy machine/Printer contract
68051	MIENERGY COOPERATIVE	11/15/2022	\$48,060.57 Repair transformer 9/25
68052	MID AMERICA BOOKS	11/15/2022	\$404.96 Children's books
68053	MINN RURAL WATER ASSOC	11/15/2022	\$300.00 Associate membership
68054	MINNESOTA ENERGY	11/15/2022	\$948.45 WWTP gas utilities
68055	MISSISSIPPI WELDERS SUPPLY	11/15/2022	\$231.80 Medical oxygen
68056	MN DEPT OF COMMERCE	11/15/2022	\$190.30 Return SEMCAC payment EHEATHousehold 6
68057	MN DEPT OF LABOR & INDUSTR	11/15/2022	\$20.00 Annual compressor check
68058	MN STATE FIRE DEPT. ASSOC	11/15/2022	\$175.00 MSFDA Membership dues
68059	MOREM ELECTRIC, INC	11/15/2022	\$6,186.37 Park shelter restrooms heater & install
68060	MOSQUITO CONTROL OF IOWA	11/15/2022	\$6,285.00 2022 Mosquito control spraying.
68061	NCPERS Group Life Ins.	11/15/2022	\$16.00 511800 Life insurance
68062	NESS PUMPING SERVICE	11/15/2022	\$769.50 Toilet rental 5/16-10/31
68063	ELENA PATTERSON	11/15/2022	\$46.99 Printer ink for Storytime
68064	PLUNKETTS PEST CONTROL, IN	11/15/2022	\$84.00 Pest control
68065	PRESTON AUTO PARTS	11/15/2022	\$412.97 Leaf blower Battery pack

CITY OF HARMONY

12/09/22 11:37 AM

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\*Check Summary Register©

November 2022

Name	Check Date	Check Amt	
68066	Quadient, Inc	11/15/2022	\$25.00 Postage meter
68067	RCT Sewer & Vac	11/15/2022	\$1,457.00 Jet 3 lines, 1ST SW and 9TH
68068	RICHARDS SANITATION, LLC	11/15/2022	\$8,145.86 Fuel surcharge
68069	EILEEN SCHANSBERG	11/15/2022	\$191.25 Election Judge
68070	SHORT ELLIOT HENDRICKSON, I	11/15/2022	\$2,560.00 WWTP UV Study
68071	SILVERS, STEPHANIE	11/15/2022	\$245.00 Head Election Judge
68072	SOLBERG WELDING	11/15/2022	\$1,053.46 Leaf vac repair
68073	SOUTHEASTERN LIBRARIES CO	11/15/2022	\$605.02 Basic services and Tech support
68074	St Louis MRO, Inc	11/15/2022	\$50.00 FMCSA clearinghouse query fee
68075	Stantec Consulting Services, I	11/15/2022	\$5,788.25 Dairyland Ex. Improvements - Construction serv
68076	UTILITY CONSULTANTS, INC	11/15/2022	\$2,985.14 Sample dates 9/28, 10/5, 10/12, 10/19
68077	Verizon Wireless	11/15/2022	\$47.97 Ambulance cell & hot spot service
68078	WEX HEALTH, INC.	11/15/2022	\$27.50 Benefits Solution admin fees
68079	WIDSETH SMITH NOLTING & ASS	11/15/2022	\$1,161.00 Comprehensive Plan.
68080	WIN-911 SOFTWARE	11/15/2022	\$2,160.00 Subscription, upgrades, tech support
68081	GENERATION X CONSTRUCTION	11/18/2022	\$30,327.56 Dairyland 193805287 Pay request 5 Final
68082	BAKER & TAYLOR	11/30/2022	\$538.99 Movies on DVD
	<b>Total Checks</b>		<b>\$160,817.38</b>

**CITY OF HARMONY**  
**Cash Balance Report for Council**

December 2022

Fund Description	Balance
General Fund	\$1,914,201.26
DTED Revolving Loan Program	\$103,670.36
CDBG Rehab Loan Program	\$34,139.61
Library Fund	-\$5,657.47
Fire Fund	\$135,279.26
Ambulance Fund	\$190,375.19
Park Fund	-\$11,294.55
Arts Fund	\$11,064.52
G.O. Impr Bonds, 2010A-3rdStSW	\$0.27
G.O. Tax Abate Refund 2013A-CC	\$29,577.90
GO Tax Abatement Bonds 13B-HG	\$68.30
GO Impr Bond-2014A-1st Ave SW	\$32,724.67
G.O. Bond 2021 (refi)	\$156,417.90
2020 Street GO BOND	\$366,891.01
21-A MiEnergy loan	-\$12,408.25
Capital Projects Fund	\$651,429.91
TIF District #1	\$0.07
Trailhead Project	\$137.80
TIF District #6 (HECO)	\$10,563.09
First Ave SW Project	-\$0.10
2017 Street & Utility Project	-\$2,283.54
2020 Street Project	-\$0.40
Dairyland TIF 1-7	-\$54,056.89
TIF 1-8 Oconnor	-\$195.36
Water Fund	\$418,463.51
Sewer Fund	-\$39,285.82
Solid Waste Fund	\$39,585.52
Electric Fund	\$752,485.34
Storm Water Fund	\$81,781.59
Economic Development Authority	\$47,461.72
Long Term Debt Account Group	\$0.37
	<hr/> \$4,851,136.79

**A RESOLUTION VACATING A PORTION OF A PUBLIC STREET**

**THE CITY COUNCIL OF THE CITY OF HARMONY, MINNESOTA DOES HEREBY RESOLVE AS FOLLOWS:**

WHEREAS, the city council, on November 15, 2022, passed Resolution 22-15 setting a public hearing on the proposed vacation of a portion of 6<sup>th</sup> Street SE, Harmony, pursuant to Minnesota Statute §412.851;

WHEREAS, such portion proposed to be vacated is legally described as follows:

That part of Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 14, Township 101 North, Range 10 West, City of Harmony, Fillmore County, Minnesota, described as follows: Commencing at the Southwest Corner of said NE 1/4 SW 1/4; thence North 00 degrees 13 minutes 16 seconds East (assumed bearing) along the West line of said NE 1/4 SW 1/4, 312.95 feet to the Northerly Right-of-Way line of Sixth Street SE and to the point of beginning of the tract of land to be herein described; thence continuing North 00 degrees 13 minutes 16 seconds East along said West line, 28.38 feet; thence South 89 degrees 46 minutes 44 seconds East, 26.90 feet; thence Easterly 104.60 feet along a tangential curve, concave to the North, having a radius of 267.00 feet and delta angle of 22 degrees 26 minutes 48 seconds (chord bears North 78 degrees 59 minutes 53 seconds East and chord length is 103.93 feet) to said Northerly R.O.W. line; thence South 67 degrees 46 minutes 31 seconds West not tangent to said curve and along said Northerly R.O.W. line, 73.16 feet; thence Westerly 64.67 feet along said Northerly R.O.W. line and along a tangential curve, concave to the North, having a radius of 488.72 feet and delta angle of 07 degrees 34 minutes 55 seconds (chord bears South 71 degrees 33 minutes 59 seconds West and chord length is 64.63 feet) to the point of beginning and containing 0.03 acres, more or less.

WHEREAS, the public hearing to consider the vacation of such street was held on the 13<sup>th</sup> day of December 2022 before the City Council in the Community Center located at 225<sup>th</sup> Ave SW at 7:00 pm after due published (11/28/22 and 12/05/22) and posted notice had been given, as well as personally mailed notice to all affected property owners by the City Attorney on the 22<sup>nd</sup> day of November 2022 and all interested and affected persons were given an opportunity to voice their concerns and be heard; and

WHEREAS, the Council in its discretion has determined that the vacation will benefit the public interest because the street will not have to be maintained as public right-of-way, the portion being vacated constitutes excess public right of way, and vacation of this portion of public right of way is expected to help promote the development and use of the adjacent bare lot; and

WHEREAS, at least four-fifths of all members of the City Council concur in this resolution;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Harmony, Fillmore County, Minnesota that such petition for vacation is hereby granted and the portion of the street described as follows is hereby vacated:

That part of Northeast Quarter of the Southwest Quarter (NE 1/4 SW 1/4) of Section 14, Township 101 North, Range 10 West, City of Harmony, Fillmore County, Minnesota, described as follows: Commencing at the Southwest Corner of said NE 1/4 SW 1/4; thence North 00 degrees 13 minutes 16 seconds East (assumed bearing) along the West line of said NE 1/4 SW 1/4, 312.95 feet to the Northerly Right-of-Way line of Sixth Street SE and to the point of beginning of the tract of land to be herein described; thence continuing North 00 degrees 13 minutes 16 seconds East along said West line, 28.38 feet; thence South 89 degrees 46 minutes 44 seconds East, 26.90 feet; thence Easterly 104.60 feet along a tangential curve, concave to the North, having a radius of 267.00 feet and delta angle of 22 degrees 26 minutes 48 seconds (chord bears North 78 degrees 59 minutes 53 seconds East and chord length is 103.93 feet) to said Northerly R.O.W. line; thence South 67 degrees 46 minutes 31 seconds West not tangent to said curve and along said Northerly R.O.W. line, 73.16 feet; thence Westerly 64.67 feet along said Northerly R.O.W. line and along a tangential curve, concave to the North, having a radius of 488.72 feet and delta angle of 07 degrees 34 minutes 55 seconds (chord bears South 71 degrees 33 minutes 59 seconds West and chord length is 64.63 feet) to the point of beginning and containing 0.03 acres, more or less.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

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

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

Motion carried and resolution adopted this 13<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Steve Donney

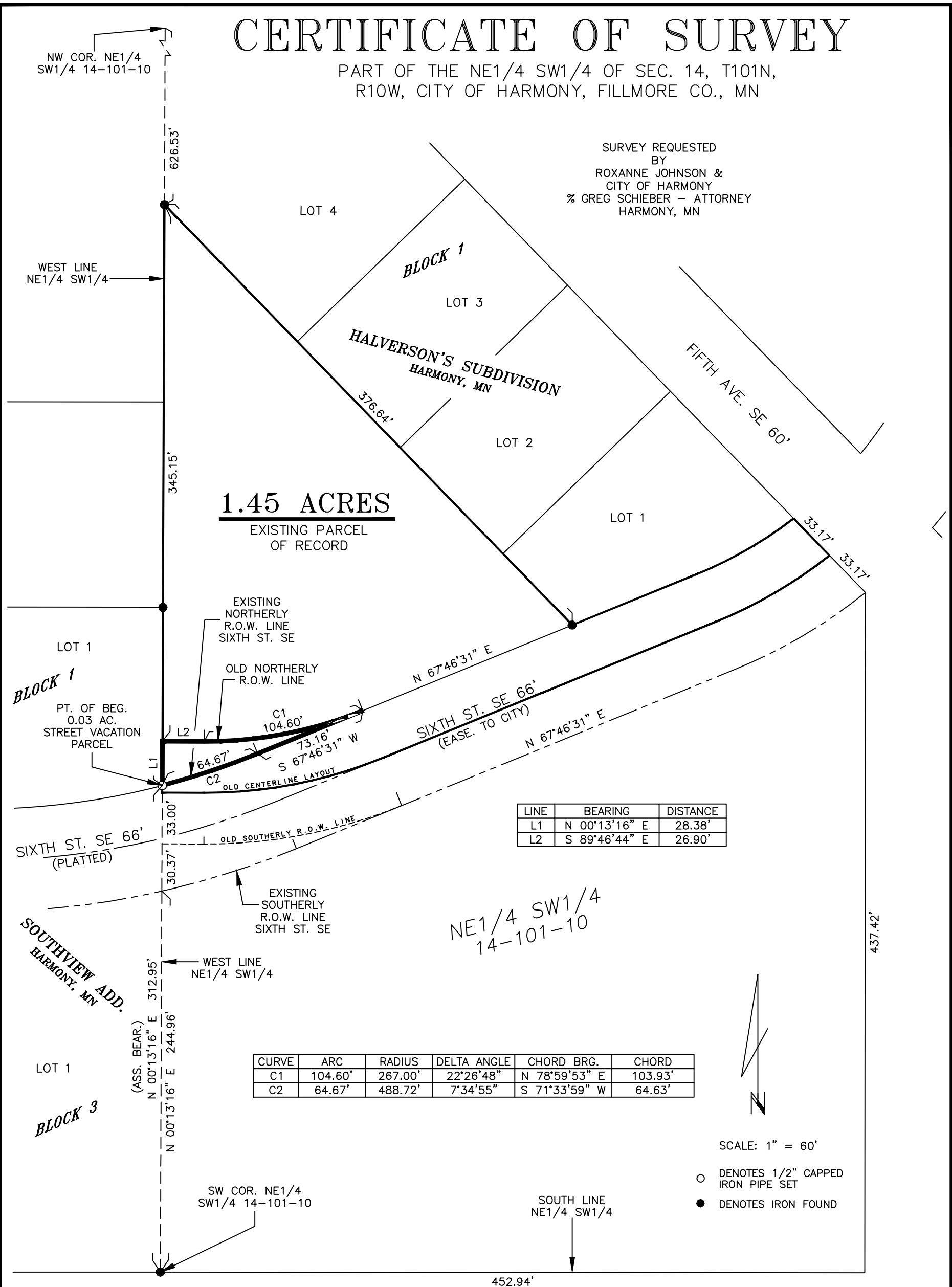
ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

# CERTIFICATE OF SURVEY

PART OF THE NE1/4 SW1/4 OF SEC. 14, T101N,  
R10W, CITY OF HARMONY, FILLMORE CO., MN

SURVEY REQUESTED  
BY  
ROXANNE JOHNSON &  
CITY OF HARMONY  
% GREG SCHIEBER - ATTORNEY  
HARMONY, MN



LINE	BEARING	DISTANCE
L1	N 00°13'16" E	28.38'
L2	S 89°46'44" E	26.90'

CURVE	ARC	RADIUS	DELTA ANGLE	CHORD BRG.	CHORD
C1	104.60'	267.00'	22°26'48"	N 78°59'53" E	103.93'
C2	64.67'	488.72'	7°34'55"	S 71°33'59" W	64.63'

SCALE: 1" = 60'

○ DENOTES 1/2" CAPPED IRON PIPE SET  
● DENOTES IRON FOUND

NOTE: ALL BEARINGS ARE  
BASED ON FILLMORE COUNTY  
NAD 83 HARN (1996 ADJ).

CERTIFICATE OF SURVEY  
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.  
JEROME R. SCHWARZ \_\_\_\_\_ LICENSE NO. 13810 DATE: 12-12-22 SHEET 1 OF 2



# CERTIFICATE OF SURVEY

PART OF THE NE1/4 SW1/4 OF SEC. 14, T101N,  
R10W, CITY OF HARMONY, FILLMORE CO., MN

SURVEY REQUESTED  
BY  
ROXANNE JOHNSON &  
CITY OF HARMONY  
% GREG SCHIEBER - ATTORNEY  
HARMONY, MN

**1.45 ACRES**

EXISTING PARCEL  
OF RECORD

LINE	BEARING	DISTANCE
L1	N 00°13'16" E	28.38'
L2	S 89°46'44" E	26.90'

CURVE	ARC	RADIUS	DELTA ANGLE	CHORD BRG.	CHORD
C1	104.60'	267.00'	22°26'48"	N 78°59'53" E	103.93'
C2	64.67'	188.70'	7°34'55"	S 71°33'59" W	64.63'

SCALE: 1" = 60'

○ DENOTES 1/2" CAPPED  
IRON PIPE SET

● DENOTES IRON FOUND

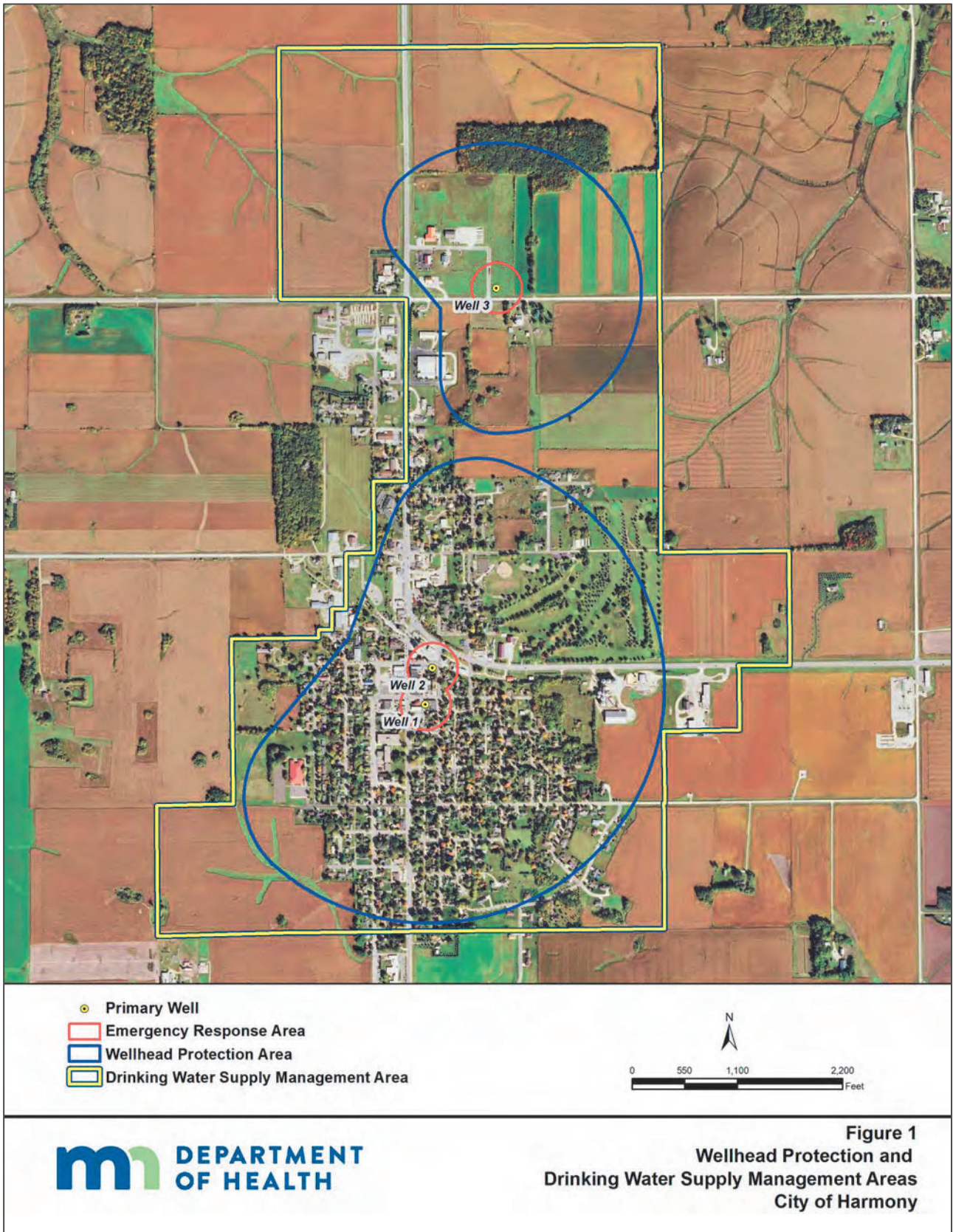
NOTE: ALL BEARINGS ARE  
BASED ON FILLMORE COUNTY  
NAD 83 HARN (1996 ADJ).

**CERTIFICATE OF SURVEY**

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

JEROME R. SCHWARZ \_\_\_\_\_ LICENSE NO. 13810 DATE: 12-12-22 SHEET 1 OF 2

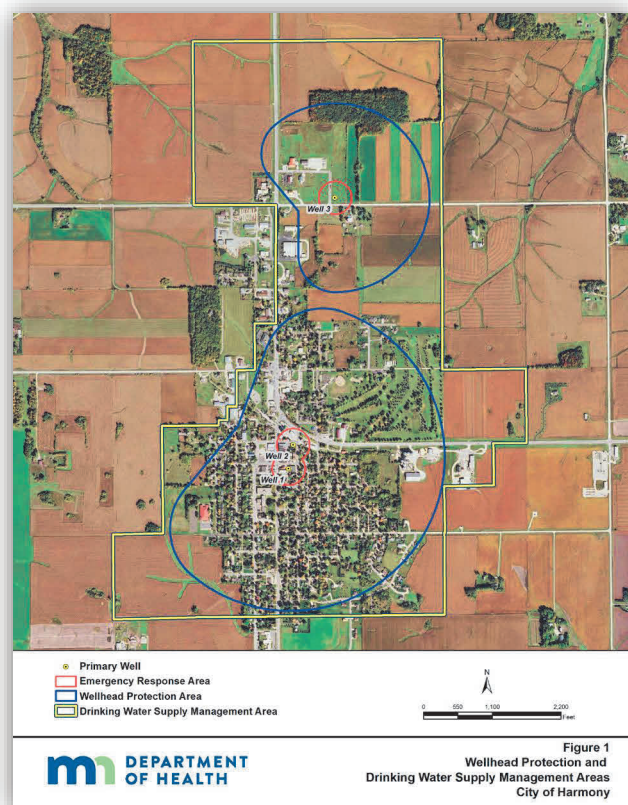
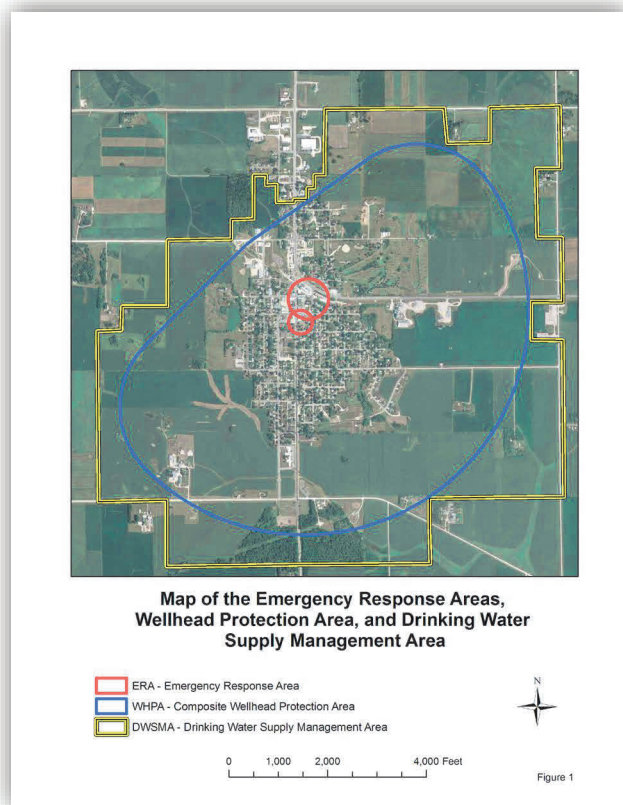




## Summary of Changes for the Amended Wellhead Protection Plan

### Changes made to the delineation of source water and vulnerability assessments

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 was 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. Below are maps from the 2011 and 2019 delineations.



### Changes to data elements, assessments, and issues

The biggest change from the previous plan is the addition of well #3 and changes to the nitrate concentrations in well #2. The physical environment, land use, and water quantity have not changed significantly. Additional wells were included in the PCSI due to the increased DWSMA.



- A public information meeting was held on July 18, 2019, to review results of the delineation of the WHP area, DWSMA and vulnerability assessments.
  - Comments received during plan development: None
- A public hearing was held on **date** to hear comments from the public on the plan.
  - Comments received at public hearing: **None**

## B. Wellhead Protection Goals (4720.5240)

After identifying issues and opportunities, overall goals were developed or revised for the wells, aquifers, and the drinking water supply management areas over the next ten years.

### **City of Harmony identified the following ongoing wellhead protection goals:**

Goal 1: Maintain the current level of water quality, which meets all state and federal standards.

Goal 2: Protect the aquifer from which the township draws its drinking water.

Goal 3: Promote public health, economic development, and community infrastructure by ensuring a potable drinking water supply at reasonable costs for all residents of the community.

Goal 4: Continue to monitor for possible contaminants to the public water supply to ensure water quality for the residents.

Goal 5: Support ongoing data collection efforts to enhance future WHP activities.

Goal 6: Increase awareness among public officials, landowners, and the public about the importance of WHP in protecting the drinking water supply.

## C. Objectives and Plan of Action (4720.5250)

Objectives are measurable ways to achieve goals. They provide specific results that can be completed within a time frame and with available resources. The wellhead protection team chose objectives with action items that are realistic, achievable, and meet requirements of the Wellhead Protection Program.

### **City of Harmony identified the following ongoing objectives:**

Objective 1: Well Management - Preserve the safe use of the well operated by the township.

Objective 2: Security and Emergency Planning - Improve response to drinking water disruptions.

Objective 3: Data Collection – Compile information useful for well and aquifer protection.

Objective 4: Education and Outreach – Improve public understanding of drinking water topics.

Amended Plan of Action

The Amended Plan of Action is described in Table 2 below. Each objective has specific actions called management strategies associated with it.

\* Note: ID # is the number to use when applying for MDH Source Water Protection grants.

Table 2: Plan of Action

ID #	Category	Obj.	Management Strategy	Recommended Year(s)	Partners	Resources	Notes
1	Class V Injection Wells	3	Notify MDH source water protection planner if a Class V well is identified in the Drinking Water Supply Management Area.	As Needed	MDH, EPA	For more information about Class V wells: <a href="https://www.epa.gov/uic/basic-information-about-class-v-injection-wells">https://www.epa.gov/uic/basic-information-about-class-v-injection-wells</a>	Class V wells are regulated by the EPA.
2	Data Collection	3	Sample all primary wells for tritium, nitrate, chloride, and bromide in preparation of a plan amendment.	2027	MDH Source Water Protection or District Engineer	Sampling is contingent of funding assistance from MDH for sampling expenses and analysis. The community may need to collect the samples and ship to MDH.	This is a priority activity. This sampling is separate from routine Safe Drinking Water Act. Information from this sampling will be used to refine assessments for the next amendment.
3	Data Collection	3	Update the inventory of potential contaminant sources.	2024, 2027, 2030	MDH, MPCA, MDA	You can monitor changes to potential contaminant sources regulated by MPCA and MDA at "What's in My Neighborhood?" websites: <a href="https://www.pca.state.mn.us/data/whats-my-neighborhood">https://www.pca.state.mn.us/data/whats-my-neighborhood</a> <a href="https://www.mda.state.mn.us/chemicals/spills/incidentresponse/disclaimer">https://www.mda.state.mn.us/chemicals/spills/incidentresponse/disclaimer</a>	This is a priority activity. Keep the Potential Contaminant Source Inventory in a digital format for easy revisions. An Excel workbook and spreadsheet of the initial inventory will be provided by MDH.
4	Data Collection	3	Televise and/or conduct down-hole logging of well #1 (UN 220989)	As Needed	MDH, MN Geologic Survey (MGS)	Well logging can be conducted either with technical assistance from partners or by hiring a consultant.	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

ID #	Category	Obj.	Management Strategy	Recommended Year(s)	Partners	Resources	Notes
						Grants are available for associated costs.	borehole. If possible, the wells should also be geophysically logged with a flow-metering device as currently performed by the Minnesota Geological Survey.
5	Data Collection	3	Mark the correct location of wells constructed within two miles of the city or one mile of the DWSMA using a provided map.	2023, 2024, As Needed	MDH, MRWA, Fillmore County, Fillmore SWCD	Locations of known wells can be reviewed at: <a href="https://mnwellindex.web.health.state.mn.us/">https://mnwellindex.web.health.state.mn.us/</a> . Check with the county and SWCD staff for information about historic well inventories or updates to use and sealing status of private wells. MDH Source Water Protection grants are available for costs (if any) associated with well inventories.	Developing an accurate well inventory is important to understand the needs of well owners, and help get unused wells sealed.
6	Education and Outreach	4	Display a map of the Drinking Water Supply Management Area in a public place.	2022	MDH	MDH will provide a free, wall-sized, display quality map of the Drinking Water Supply Management Area.	
7	Education and Outreach	4	Incorporate drinking water education into existing local activities and outreach events.	2023, 2025, 2027, 2029, 2031	MDH, MRWA, Fillmore County, Fillmore SWCD	You can find free education and outreach materials on the MN Rural Water Association website at: <a href="http://www.mrwa.com/swedu.html">http://www.mrwa.com/swedu.html</a> and <a href="http://www.mrwa.com/waterconservation.html">http://www.mrwa.com/waterconservation.html</a> . MDH will also supply electronic versions of brochures, factsheets and other materials.	This can include any combination of methods the township currently uses. Examples include newsletters, public postings, social media, newspapers, television, etc.
8	Education and Outreach	4	Post the wellhead protection plan on the public water system's webpage.	2022	MDH	MDH can provide materials in alternate formats as needed.	

ID #	Category	Obj.	Management Strategy	Recommended Year(s)	Partners	Resources	Notes
9	Inner Wellhead Management Zone (IWMZ)	1	Help planning staff update the Inner Wellhead Management Zone inventory.	2026, 2031	MDH or MRWA		This activity is completed by MDH or MRWA planning staff with city assistance.
10	Inner Wellhead Management Zone (IWMZ)	1	Implement measures listed in the Inner Wellhead Management Zone report and the Sanitary Survey report.	As Needed	MDH Source Water Protection and District Engineer staff	MDH Source Water Protection grants are available if needed.	This is a priority activity.
11	Land Use Controls	4	Request Fillmore County consider impacts to drinking water during zoning and permit reviews.	As Needed	Fillmore County		
12	Land Use Controls	4	Include drinking water protection in the comprehensive plan.	As Needed			
13	Land Use Controls	4	Take part in Fillmore County and Fillmore SWCD meetings related to water planning.	As Needed	Fillmore County, Fillmore SWCD		Fillmore SWCD administers the water planning role for the county, and is the daily contact for the Root River One Watershed, One Plan.
14	Land Use Controls	4	Ask Fillmore County to include drinking water protection in their comprehensive plans.	As Needed	Fillmore County		Several types of comprehensive plans exist with land use controls or programs/practices that impact drinking water resources.
16	Private Wells	1	Provide information to property owners on well management and well sealing.	2022, 2026, 2031	MDH, MRWA	You can find free education and outreach materials on the MN Rural Water Association website at: <a href="http://www.mrwa.com/swedu.html">http://www.mrwa.com/swedu.html</a> and <a href="http://www.mrwa.com/waterconservation.html">http://www.mrwa.com/waterconservation.html</a>	

ID #	Category	Obj.	Management Strategy	Recommended Year(s)	Partners	Resources	Notes
17	Private Wells	1	Identify unused wells and prioritize for sealing.	As Needed	MDH, Fillmore County, Fillmore SWCD	There are many resources and partners that can assist with well inventory and assessment. MDH Source Water Protection grants are available for any costs associated with well inventory and assessment within the DWSMA.	This is a priority activity. Many communities start this process with a landowner survey.
15	Private Wells	1	Seal unused wells.	As Needed	Private well owners, MDH, MRWA, Fillmore SWCD	MDH Source Water Protection grants are available for wells located in the DWSMA. Partners also have cost-share grants for well sealing.	This a priority activity because unused, unsealed wells have the potential to contaminate aquifers used by the city.
19	Public Wells	1	Work with MDH to review historical well information to help locate unused public wells.	2023, 2024, 2025	MDH Source Water Protection or Well Management	Old municipal well reports and other old well documents have been provided by MDH to assist.	This is specific to the old well located near the current well #1. This process has been started by MDH and used during the planning phase of the Wellhead Protection Plan. This measure is to continue and complete the review. In addition to the Source Water Protection planner, the MDH Well Management section can assist if requested.
18	Public Wells	1	Seal unused public wells.	As Needed	MDH Source Water Protection and Well Management staff	MDH Source Water Protection grants are available for wells located in the DWSMA. Partners also have cost-share grants for well sealing.	This a priority activity because unused, unsealed wells have the potential to contaminate aquifers used by the city.
23	Security and Emergency Planning	2	Review and update the contingency strategy as changes occur.	As Needed		MDH will provide an electronic version of the contingency strategy for easy revisions and printing.	The purpose of this activity is to keep your contact information, or other relevant changes updated for when

ID #	Category	Obj.	Management Strategy	Recommended Year(s)	Partners	Resources	Notes
							you need it. Consider doing this annually.
20	Security and Emergency Planning	2	Implement recommendations and needs listed in the contingency plan.	As Needed	MDH, MRWA	The MRWA website has many resources for emergency and contingency planning.	
21	Security and Emergency Planning	2	Supply wellhead protection information to county and state highway departments to improve their ability to respond to spills.	2022, 2023	County and state highway departments, emergency response units		It is recommended to provide copies of the DWSMA map and the Part 1 Wellhead Protection Plan summary that explains the vulnerability of the DWSMA.
22	Security and Emergency Planning	2	In the event of a spill of any hazardous materials on the land or roadway near the public well, contact the duty officer at 1-800-422-0798 to report it.	As Needed	Duty Officer	Report spills of any substance under your control immediately Call the Minnesota Duty Officer at 800-422-0798 or 651-649-5451 (available 24 hours) The Minnesota Duty Officer will alert the MPCA and other relevant state agencies. If there is an immediate threat to life or property, call 911 first!	The Minnesota Pollution Control Agency's Emergency Response Program (ERP) oversees the cleanup of all types of spills and environmental emergencies, such as train derailments, pipeline breaks, and tanker truck accidents that threaten the environment and public health. MPCA responders collaborate with local, county, state, and federal governments to contain and recover spills.
24	Security and Emergency Planning	2	Develop a spill response plan to address emergency response to spills.	2024, 2025, 2026	MRWA, Local highway/emergency response, local businesses, MPCA, MDA	Work with local partners to create a plan to address critical concerns and maintain communication in the event of a spill or other emergency. MPCA ERP: <a href="https://www.pca.state.mn.us/waste/emergency-response">https://www.pca.state.mn.us/waste/emergency-response</a>	MPCA works with chemical spills, MDA works with fertilizer or pesticide spills, Dept. of Public Safety works with chemical assessment teams and the State Fire Marshall. The MPCA Emergency Response Program is also responsible for planning and preparing for spills and environmental emergencies. The program participates



ID #	Category	Obj.	Management Strategy	Recommended Year(s)	Partners	Resources	Notes
							in training and exercises with partners, provides oil spill response training to fire and public works departments, reviews companies' spill prevention and response plans, and plays a role in enforcement.
25	Tanks	4	If a Leaking Underground Storage Tank (LUST) is identified, stay informed with MPCA for monitoring or remediation.	As Needed	MPCA		
26	Tanks	4	Provide information to regulated storage tank owners about proper management.	2026, 2027	MPCA, MRWA, MDH	Information and fact sheets about proper management of tanks is available on MRWA website: <a href="https://www.mrwa.com/swedu/">https://www.mrwa.com/swedu/</a> and MPCA website: <a href="https://www.pca.state.mn.us/waste/storage-tanks">https://www.pca.state.mn.us/waste/storage-tanks</a>	

EXTRACT OF MINUTES OF A MEETING OF  
THE CITY COUNCIL OF THE  
CITY OF HARMONY, MINNESOTA

HELD: December 13, 2022

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Harmony, Fillmore County, Minnesota, was duly held at the City Hall in said City on the 13th day of December, 2022, beginning at 7 o'clock P.M. for the purpose, in part, of decertifying Tax Increment Finance District Number 1-6 within Municipal Development District No. 1, of said City.

The following Council members were present:

Steve Donney, Domingo Kingsley, Jesse Grabau, Steve Sagen, Kyle Scheevel

and the following were absent:                   None

Council member \_\_\_\_\_ introduced the following resolution and moved its adoption:

Resolution 22-16  
RESOLUTION APPROVING THE DECERTIFICATION  
OF TAX INCREMENT FINANCING DISTRICT NO. 1-6  
OF THE CITY OF HARMONY

WHEREAS, on 1/14/2014, the City of Harmony (the "City") created its Tax Increment Financing District No. 1-6 (the "District") within its Municipal Development District No. 1 (the "Project"); and

WHEREAS, as of the date hereof all bonds and obligations to which tax increment from the District have been pledged have been paid in full or defeased and all other costs of the Project have been paid; and

WHEREAS, the City desires by this resolution to cause the decertification of the District effective 12/31/2022 after which all property taxes generated within the District will be distributed in the same manner as all other property taxes.

NOW THEREFORE, BE IT RESOLVED by the City Council that the City's staff shall take such action as is necessary to cause the County Auditor of Fillmore County to decertify the District as a tax increment district and to no longer remit tax increment from the District to the City.

DATED: \_\_\_\_\_, 2022

ATTEST:

\_\_\_\_\_  
Steve Donney, Mayor

\_\_\_\_\_  
Deputy Clerk

Resolution 22-17

**A RESOLUTION CERTIFYING THE PROPERTY TAX LEVY TO THE COUNTY  
AUDITOR IN 2022 FOR TAXES PAYABLE IN 2023**

BE IT RESOLVED, by the council of the City of Harmony, Fillmore County, Minnesota that the following sums, be and hereby are, proposed to be levied upon the taxable property in the City of Harmony, County of Fillmore, State of Minnesota, in the year 2022, for taxes payable in 2023, for the following purposes:

LEVY PURPOSE	LEVY
General Fund	313,455
Library Fund	101,225
Fire Fund	47,000
Parks Fund	82,000
Arts Fund	6,500
Economic Development Authority Fund	112,750
General Obligation Improvement Bonds, Series 2017A-Various Streets	81,300
General Obligation Tax Abatement Bonds, Series 2013A-Community Center/General Tax Levy	17,000
General Obligation Improvement Bonds, Series 2020A	71,000
<b>Total Tax Capacity Levies</b>	<b>832,230</b>

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

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

Motion carried and resolution adopted this 13<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Steve Donney, Mayor

ATTEST:

\_\_\_\_\_  
Deputy Clerk

**MEMO**

**To: Harmony City Council**

**Date: December 13, 2022**

**From: Chris Giesen**

**RE: 2023 CEDA Contract Renewal**

---

**Background**

Attached is the 2023 CEDA contract renewal for economic development staffing services. The total cost for 2023 at the same level of time in community (one day per week plus one extra day per month) is \$34,750. The 2022 rate was \$33,100.

The contract renews annually but does have a 30-out clause so that if for any reason there is a desire to cancel the contract during the year, it can be done.

This cost is factored into the 2023 city budget proposal. The EDA has reviewed the contract and recommends approval.

**Action Requested**

Approve the contract renewal as recommended by EDA.

## **Contract for Professional Services**

This contract is made and entered into by Community and Economic Development Associates, a Minnesota nonprofit corporation exempt from income tax as an organization operated for charitable purposes within the meaning of Internal Revenue Code section 501(c)(3), hereafter "CEDA", and the Economic Development Authority of the City of Harmony, an agency or affiliate of a political subdivision of the State of Minnesota, hereafter "the Authority", to define the terms by which CEDA shall provide technical and management expertise services to the Authority.

**I. Agreement scope and purpose.** The Authority hereby retains CEDA to perform to its benefit the services described in paragraph II, to the end of the Authority more effectively accomplishing:

- \* Prevention and/or combat of community and neighborhood deterioration and revitalization of deteriorated neighborhoods;
- \* Attraction and/or retention of businesses that would not, but for the assistance provided, choose to locate/remain in the area;
- \* The securing of businesses who will be required to provide jobs for unemployed and underemployed residents of the community; and
- \* The expansion of business opportunities for minority entrepreneurs and other entrepreneurs that are viable business opportunities to enhance the well being of the community and/or for businesses who are unable to obtain financing from conventional sources

**II. Services to be provided by CEDA.** CEDA agrees to provide technical and management expertise in the form of staff and materials to the Authority. Staff's services, and associated materials, will be provided in order to facilitate and support the accomplishment of the Authority's undertakings to the ends described in the preceding paragraph. CEDA's staff and materials shall be made available toward efforts in the following specific arenas of the Authority's needs and operations:

- \* Accessing of grantor funding for the Authority's economic development programming
- \* Providing loan packaging services for the Authority's business assistance programs
- \* Administering local, regional and state revolving loan funds, if appropriate
- \* Drafting the Authority's Economic Development Annual Work Plan(s)
- \* Planning, facilitating, and/or directly conducting the Authority's community and business development projects, including as necessary, staffing those projects as directed by the Authority in consultation with CEDA. These efforts shall include (but are not limited to), the following:
  - \* seeking city and county involvement
  - \* developing relationships and partnerships to enhance the Authority's goals
  - \* preparing economic development guidelines
  - \* promoting the use of local assets to support and promote value-added processes and unique based businesses
- \* Assisting with local surveys related to business and industry, community, and land and buildings
- \* Assisting with the Authority's economic development marketing efforts and coordination through website development and maintenance
- \* Coordinating and hosting forums in which the Authority's economic development programming are open for the public's review

### **III. Obligations of the Authority.**

A. The Authority shall reimburse CEDA for staff time provided at the rate of \$34,757 not to exceed annually. This is based on an average of one day per week plus one additional day per month.

B. Materials, conferences, meetings and the like shall be paid for on a unit basis agreed to by the Authority in writing prior to the provision of the materials.

C. The Authority shall be responsible to provide payment to CEDA within 30 days of the submission of each invoice provided by CEDA.

**IV. Obligations of CEDA.**

A. CEDA is performing services as an independent contractor. Accordingly, the provision of staff by CEDA to provide technical and management expertise to the Authority under this Agreement neither creates a release of CEDA staff to employment at the Authority nor makes such staff subject to supervision by the Authority.

B. CEDA has no authority or right, express or implied, to assume or create any obligation or responsibility on behalf of the Authority or to bind the Authority in any manner. CEDA will not represent the contrary, either expressly or implicitly, to anyone.

C. CEDA is solely responsible for payroll tax responsibilities related to each of its staff persons whose time is provided under this Agreement and shall acquire and maintain necessary insurance related to their efforts under this Agreement, including carrying workers' compensation insurance coverage at all times. CEDA shall supply the Authority with certification of such coverage.

D. CEDA shall be responsible to invoice the Authority for staff time and materials provided under this Agreement on a periodic basis, no less frequently than quarterly.

**V. Period/Termination.** The term of this Agreement is one year, commencing January 1, 2023. The Agreement may be terminated earlier in its term upon 30 days' written notice by CEDA to the Authority or by the Authority to CEDA. Upon termination, the Authority shall be liable to pay CEDA for services performed at \$34,757 per year and materials provided under this Agreement prior to and through the effective date of termination, unless otherwise specifically agreed by the parties in writing.

**VI. Construction of Agreement.** This Agreement is to be performed and construed under Minnesota law, and supersedes any and all prior agreements and contains the entire agreement of the parties.

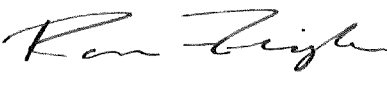
**CITY OF HARMONY**

By \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

**COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATES**

By 

Its CEO/President

Date October 21, 2022

MEMO

To: Harmony City Council

Date: December 13, 2022

From: Chris Giesen

RE: Downtown Revitalization Program – Bishop Commercial Building Award Recommendation

---

**Background**

In 2021, the city established a new program utilizing EDA project funding to help with rehabilitation of the core downtown area.

Program Goal:

To protect and enhance the character of Harmony’s historic downtown by strategically providing funding to renew and extend the life of core downtown buildings. Thereby supporting a core feature of the Harmony community which will retain and attract businesses and residents, improve tax base, and encouraging new growth throughout the community.

1. Provide major grant funding for major visible exterior renovations that will be long term “once in a lifetime” type repairs/improvements.
2. Provide funding for projects that would not otherwise happen.
3. Eliminate barriers for participation in the program.
4. Create high-impact results.

\$40,000 from the annual EDA project budget has been dedicated to fund this program. It’s also been the program intention to fund one building at a time (with flexibility depending on what is submitted each year), in order to “fix” the building, check it off the list, and continue on to the next building in need so that over a period of 5-10 years most if not all major exterior issues are corrected downtown; preserving the unique character of the core business district and community. Although often referred to as a grant, funding is required to be structured as a forgivable loan to the recipient.

The funding for this program does not increase the city’s annual tax levy.

**Proposal Review Summary**

This year three proposals were reviewed by the EDA. All were very good proposals and would be a benefit to the community.

**A proposal from Aaron and Amy Bishop to tuck point the exterior of their commercial building at 39 Main N was recommended for funding. They requested \$40,000 and will provide a match of \$16,120. If their proposal is funded, it will complete the exterior repairs to their building.** This project is proposed to start and finish in the summer of 2023.

**Security Agreement**

As with past awards a security agreement with the following minimum requirements is also recommended:

1. Forgivable loan note granting forgiveness over a period of 10 years.
2. Payment of program funds directly to vendors or upon proof of payment.
3. Payment of funds only after verification by staff that project elements are completed as proposed.

4. Property taxes, compliance with city codes, and the like must remain current during the agreement period.
5. All reasonable efforts must be made to maintain the main level as an active business. No storage as a primary use is allowed.
6. Agreement secured by a mortgage on the benefiting property.

**Action Requested**

Approve funding for the Bishop Downtown Revitalization Program proposal as recommended by EDA.



MEMO

To: Harmony City Council  
Date: December 13, 2022  
From: Chris Giesen  
RE: Home Rebate Program Update

---

**Background**

Over the past several months the EDA has discussed the status of the New Home Rebate Program. Currently this program gives a cash rebate of up to \$12,000 to anyone building a qualified home as well as some major renovations of dilapidated homes.

The EDA feels the program has been valuable, unique, and a success. It has attracted national and international attention including interviews with The Wall Street Journal, Fortune, CNBC, Bloomberg, Kiplinger, Business Insider, Trulia.com, Realtor.com, the US House Committee on Financial Services, and more. Harmony was also one of only three cities in Fillmore County to see any population growth in the last Census.

The rebate amounts are based on the new property taxes paid to the city by that new house over about a 5 year period, similar to TIF or tax abatement. Originally we estimated the payback would be over 5-6 years but have found the payback has been actually quicker (4-5 years). Of course this 5 year payback doesn't include other multiplier benefits of having new homes like utility connections, residents, etc... The rebate amounts have remained unchanged since the program began in 2014.

Attached for reference are the current program guidelines, current rebate schedule, actual program results/payback, and proposed updates.

Since 2014, this program has created 19 new living units and added over \$3.325M to the city's tax base, as well as attracted new residents to Harmony.

**Proposed Updates**

To update the program, keep it attractive, and account for the rising cost of homes the EDA has recommended to expand the rebate schedule to better reflect homes being built today. **The payback schedule will be the same (about 5 years) but instead of capping the maximum rebate at \$12,000 for properties valued at \$250,000 or more, the EDA proposes to increase the maximum rebate amount at \$20,000 for properties valued at \$500,000 or more.** The EDA is also proposing a slight modification of the rebate schedule as a whole to better distribute the rebate amounts and maximize the value for applicants.

**Action Requested**

Renew the New Home Rebate program for 2023 with the updates recommended by the EDA.

Harmony Economic Development Authority  
Residential Rebate Program – Application

Applicant Information

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Describe Structure & its Location/Address: \_\_\_\_\_

Is the recipient of the rebate the same person as listed above?  YES  NO

*(If NO, please attach name, address, phone, and email of the rebate recipient, with a signed & dated letter from Applicant indicating their intent to transfer the rebate. Contact info of rebate recipient is needed only prior to issuing rebate.)*

Previous City of Residence (of rebate recipient): \_\_\_\_\_

Rebate Amount Requested: \_\_\_\_\_ Estimated Market Value of Structure: \_\_\_\_\_

Applicant Certification

We, the undersigned certify that the information submitted is true and accurate to the best of our knowledge, that we have read, understand, and that we will comply with the program guidelines. We understand that this application will be reviewed based on the information provided herein and that if the final project does not meet minimum program guidelines the City reserves the right to deny rebate payment.

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**\*\*\* Please submit one application with supporting materials per rebate request to City Hall, incomplete applications will not be accepted. Applications will be reviewed on a first come-first serve basis. To redeem rebate, recipient must have satisfied all program requirements. Rebates must be claimed within 12 months from approval date.\*\*\***

For Office Use Only (initial behind each):

Date Received: \_\_\_\_\_ Amount Approved: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Date City Obligations Checked: (1) \_\_\_\_\_ (2) \_\_\_\_\_ Date Paid: \_\_\_\_\_ Check #: \_\_\_\_\_

## Harmony Economic Development Authority

### Residential Rebate Program – Guidelines

It is the goal of this program to increase the housing stock and number of living units within Harmony; all rebates must demonstrate the ability to meet this goal.

- Cash rebate of up to \$12,000 per project, based on estimated market value of home. Condominiums, townhomes, twin homes, or other residential structures with zero lot lines are eligible provided they are constructed to be owner-occupied and each unit is divided into separate tax parcels.
- Rebate must be approved before any work begins.
- For owner-occupied residential properties only. Both new construction and renovation projects are eligible.
- Only one rebate per original lot will be awarded, regardless of how many new owner-occupied units are constructed on the original lot.
- Projects must increase the taxable market value of the property by at least \$50,000.
- EDA loan committee will review/approve each application, forwarding any questionable applications to full EDA for approval.
- FOR NEW CONSTRUCTION: Rebate paid once 100% of exterior features are complete (roof, siding, soffits, windows, doors, etc...), except when loan committee determines application will fall between rebate scales in which case the applicant will receive the rebate amount for the rebate bracket below, and the remaining rebate amount upon verification via final appraisal of property by county assessor.
- FOR RENOVATION PROJECTS: Rebate paid once 100% of the renovations are complete, all other criteria have been met, and a final property market value has been determined by the county assessor. Rebates for renovation projects will be awarded based on the increase in the final assessed value. Renovations must be of currently vacant or seriously dilapidated homes; rebates will not be awarded for projects such as finishing basements, kitchen remodels, additions, or other normal home maintenance or improvement projects as determined by the City.
- Rebates given until funds are gone or City ends program. Program will be reviewed annually.
- Rebate paid to applicant, unless directed otherwise by applicant.
- Spec and model homes qualify.
- There are no age, race, income, or residency limits/restrictions.
- Rebate recipient must be current on all city obligations (taxes, utilities, zoning issues, etc...) and EDA reserves right to deny application based on past history.

The rebate will be issued on a sliding scale as follows:

<u>Increased Estimated Market Value</u>	<u>Rebate Amount</u>
\$50,000 - \$75,000	\$2,000
\$75,001 -100,000	\$3,000
\$100,001- 125,000	\$4,000
\$125,001-150,000	\$5,000
\$150,001-175,000	\$6,750
\$175,001-200,000	\$8,250
\$200,001-250,000	\$10,000
\$250,001- +	\$12,000

**ALL projects must be approved by the EDA prior to ANY construction work beginning**  
**The EDA retains the right of ultimate right of review for each application and may deviate from the above criteria if it deems doing so is in the best interest of the community.**

**Harmony Economic Development Authority**  
**New Home Construction Rebate Ledger**

Address of Bldg	Rebate Approved	Date Approved	Moving From	Spec?	Units	Claimed?	Estimated	5 Year Payback - Actual	
							Value Created	Average Value	City Taxes
615 3rd Ave SE	\$10,000	4/14/2016	Rural Harmony, MN	No	1	X	\$218,900	\$ 282,580	\$ 17,422
515 3rd Ave NW	\$12,000	9/29/2016	Harmony, MN	No	1	X	\$299,500	\$ 346,780	\$ 13,897
455 1st Ave SW	\$12,000	9/28/2017	n/a	Yes	4	X	\$395,233	\$ 415,150	\$ 10,793
830 3rd Ave SE	\$10,000	4/12/2018	n/a	Yes	1	X	\$195,100	\$ 238,750	\$ 7,213
740 6th ST SE	\$12,000	5/9/2018	Harmony, MN	No	1	X	\$282,100	\$ 316,075	\$ 9,051
820 3rd Ave SE	\$6,750	6/1/2018	Rural Mabel, MN	No	1	X	\$160,328	\$ 200,450	\$ 5,568
725 3rd Ave SE	\$10,000	6/28/2018	North Branch, MN	No	1	X	\$230,000	\$ 220,800	\$ 5,888
510 5th ST NE	\$12,000	11/29/2018	Preston, MN	No	1	X	\$259,800	\$ 313,167	\$ 6,012
715 3rd Ave SE	\$6,750	2/14/2019	n/a	Yes	1	X	\$169,900	\$ 224,533	\$ 3,592
735 3rd Ave SE	\$5,000	7/9/2019	n/a	Yes	1	X	\$139,100	\$ 124,600	\$ -
155 1st Ave SW	\$2,000	10/30/2020	n/a	REMODEL	1	X	\$87,100	\$ 87,100	\$ -
140 2nd Ave SW	\$2,000	10/30/2020	n/a	REMODEL	1	X	\$60,800	\$ 60,800	\$ -
160 Wickett Drive NW	\$10,000	7/1/2021	n/a	Yes	1	X	\$225,900	--	\$ -
240 6th St SE	\$12,000	8/30/2021	Harmony, MN	No	1	X	\$280,000	--	\$ -
345 5th Ave SE	\$12,000	9/29/2022	n/a	Yes	2		\$321,400		
<b>Totals:</b>	<b>\$134,500</b>				<b>19</b>		<b>\$3,325,161</b>	<b>\$ 2,830,785</b>	<b>\$ 79,436</b>

**Harmony New Home Rebate Program  
Proposed Rebate Schedule Update for 2023**

**89.728 2022 Harmony City Tax Rate**

Value of Increase		Rebate	MVexcl	City Tax Pd	5 Year	7 Year	10 Year
\$ 40,000	\$ 60,000	\$ 1,500	\$ 16,000	\$ 215	1,077	1,507	2,153
\$ 60,001	\$ 80,000	\$ 2,000	\$ 24,000	\$ 323	1,615	2,261	3,230
\$ 80,001	\$ 100,000	\$ 2,500	\$ 30,040	\$ 448	2,241	3,138	4,483
\$ 100,001	\$ 125,000	\$ 3,200	\$ 28,240	\$ 644	3,219	4,507	6,439
\$ 125,001	\$ 150,000	\$ 4,200	\$ 25,990	\$ 888	4,442	6,219	8,884
\$ 150,001	\$ 175,000	\$ 5,400	\$ 23,740	\$ 1,133	5,665	7,930	11,329
\$ 175,001	\$ 200,000	\$ 6,600	\$ 21,490	\$ 1,377	6,887	9,642	13,774
\$ 200,001	\$ 225,000	\$ 7,800	\$ 19,240	\$ 1,622	8,110	11,354	16,219
\$ 225,001	\$ 250,000	\$ 9,000	\$ 16,990	\$ 1,866	9,332	13,065	18,664
\$ 250,001	\$ 275,000	\$ 10,250	\$ 14,740	\$ 2,111	10,555	14,777	21,110
\$ 275,001	\$ 300,000	\$ 11,500	\$ 12,490	\$ 2,355	11,777	16,488	23,555
\$ 300,001	\$ 325,000	\$ 12,750	\$ 10,240	\$ 2,600	13,000	18,200	26,000
\$ 325,001	\$ 350,000	\$ 14,000	\$ 7,990	\$ 2,844	14,222	19,911	28,445
\$ 350,001	\$ 375,000	\$ 15,250	\$ 5,740	\$ 3,089	15,445	21,623	30,890
\$ 375,001	\$ 400,000	\$ 16,500	\$ 3,490	\$ 3,333	16,667	23,334	33,335
\$ 400,001	\$ 450,000	\$ 17,750	\$ 1,240	\$ 3,578	17,890	25,046	35,780
\$ 450,001	\$ 500,000	\$ 19,000	\$ -	\$ 4,038	20,189	28,264	40,378
\$ 500,001	+	\$ 20,000	\$ -	\$ 4,486	22,482	31,405	44,864

## MEMO

**To: Harmony City Council**  
**Date: December 13, 2022**  
**From: Chris Giesen**  
**RE: Bike Trail Extension Resolutions**

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### **Background**

The EDA has been working with the DNR for some time to build an extension of the bike trail from Harmony to the Iowa border with a connection to Niagara Cave. The City owns all of the land needed for this project, the DNR has fully designed the entire project, but because of inflation the cost of the entire project is projected to be greater than the approximately \$1.4 million remaining project funds available.

The DNR has bid out a segment of the project they believe can be built with the remaining project funds. This segment would build the trail from the south end of city limits near 1<sup>st</sup> Ave and Co Rd 44, to Co Rd 30. Future funding and construction phases will be required. Beginning in the next few weeks, the EDA intends to ask the Legislature and LCCMR for additional funds to complete the entire project as originally envisioned (to the IA border and cave, with support and interpretive amenities). Our local legislators are supportive.

A couple items need council consideration to keep the project moving in a timely fashion:

1. The City owns the property on which the trail will be constructed. Because of the grant we got to buy this property, we're required to give the property back to the state. The state is working on that transaction but it may not be totally finished before construction starts. If the land transfer to the state isn't complete before construction begins, the DNR has requested permission from the City to do construction on our property. The first attached resolution would give the DNR permission and allow the City to enter into the first attached agreement.
2. The bonding funds that were awarded to the project in 2018 are in danger of expiring if they are not encumbered before December 31, 2022. The project is currently out for bid until 12/15. There is a possibility that no bids come back, or that the bids that do come back are not acceptable. Rather than let the bonding funds expire at the end of the year, the DNR can encumber the funds with the City so that the City would act as the project manager – we would need to bid out, hold the construction contracts, pay invoices, otherwise manage the project, etc... similar to a street project. The DNR would reimburse the City for project expenses up to the amount available (about \$1.2 – 1.4M at this time). We would be required to build the trail to the DNR's specification. The second resolution would give the city permission to enter into the second attached agreement to manage the project on behalf of the state, only if needed/the bonding dollars are going to expire.

### **Action Requested**

Approve both resolutions as recommended by EDA. Both resolutions only become effective in the event they are needed.

RESOLUTION TO APPROVE A COOPERATIVE AGREEMENT WITH THE STATE OF MINNESOTA FOR THE  
CONSTRUCTION OF THE HARMONY STATELINE TRAIL

WHEREAS, the City of Harmony ("City") desires to see the construction of an extension of the Harmony-Preston Valley State Trail from the southern border of city limits to the Iowa state border with a connection to Niagara Cave commonly referred to as the Harmony Stateline Trail Extension project ("Trail"); and,

WHEREAS, the City of Harmony is fee title owner and/or controls necessary easements of certain real property that will accommodate and allow for the City's desired Trail extension ("Land"); and,

WHEREAS, on behalf of the State of Minnesota ("State"), the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.015, subd 7, to establish, develop, operate and maintain the Harmony- Preston Valley State Trail as a component of the Bluffland Trail System; and,

WHEREAS, the State and City are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and,

WHEREAS, the State has been provided funding by the 2018 Minnesota Legislature for the acquisition, design, and construction of the Trail extension; and,

WHEREAS, Minnesota Laws 2018, Chp. 214, Art. 4, Sec. 02, Subd. 09c requires that the Land owned by the City for the extension of the Trail be transferred to the State; and,

WHEREAS, the City is currently working with the State to transfer the Land but the transfer is yet to be completed; and,

WHEREAS, it may be necessary for the State to begin construction of the Trail prior to the Land transfer being completed.

THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF HARMONY, that the State of Minnesota has permission to enter, develop, construct, grade, and otherwise undertake required actions to build the Harmony Stateline Trail upon the land owned by the City for such purposes.

BE IT FURTHER RESOLVED, that the Mayor and City Administrator, or their successors in office, are directed to execute any agreements with the State of Minnesota required to effectuate this resolution.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Title)



HARMONY-PRESTON VALLEY STATE TRAIL  
HARMONY TO THE IOWA STATE LINE AND NIAGARA CAVE EXTENSION  
COOPERATIVE CONSTRUCTION AGREEMENT  
BETWEEN  
THE STATE OF MINNESOTA AND THE CITY OF HARMONY

This agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the “State”, and the City of Harmony, hereinafter referred to as the “City.”

**WITNESSETH:**

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.015, subd 7, to establish, develop, operate and maintain the Harmony-Preston Valley State Trail as a component of the Blufflands Trail System; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, the State has been provided funding by the 2018 Minnesota Legislature for the acquisition, design and construction of the Harmony-Preston Valley State Trail – Harmony to the Iowa State Line and Niagara Cave Extension; and

WHEREAS, the City owns, has easement or lease over lands that traverse and are confined to portions of **Sections and , T N, R W; Sections , , T N, R W and Sections and , T N, R W** Fillmore County, as shown in the maps attached and incorporated into this agreement as **Exhibit A**; and

WHEREAS, the City shall permit the State to develop, administer, operate and maintain the Segment of the Harmony-Preston Valley Trail – Harmony to the Iowa State Line and Niagara Cave, located on City administered lands as identified in **Exhibit A**; and

WHEREAS, the State owns, has easement, lease or agreement over lands that traverse and are confined to portions of **Sections and , T N, R W; Sections , , T N, R W and Sections and , T N, R W** Fillmore County, as shown in the maps attached and incorporated into this agreement as **Exhibit B**; and

WHEREAS, the City and the State have determined that the development of a segment of the Harmony-Preston Valley State Trail extending from Harmony to the Iowa State Line and Niagara Cave that is to be used primarily for non-motorized uses, which traverses the City and State owned or administered lands identified in **Exhibits A and B** and further defined in the map attached and incorporated in to this agreement as **Exhibit C** and hereinafter referred to as the “State Trail” and is of high priority; and

WHEREAS, the State has completed the final plans, specifications and permitting necessary for the construction of the State Trail a portion of which is attached and incorporated into this agreement as **Exhibit D**; and

WHEREAS, the State is prepared to complete the construction the State trail as identified In **Exhibits C and D**, including all construction contract administration required for the development of the State Trail according the Final Plans and Specifications as developed by the State and approved by the City; and

WHEREAS, the City is prepared to permit the State to construct the State Trail on City administered lands



and as defined in the Final Plans and Specifications; and

WHEREAS, upon completion, the administration, operations and maintenance of the State Trail, as constructed by the City, shall be the sole responsibility of the State; and

WHEREAS, upon completion, the City and the State may cooperatively develop separate Annual Agreements for the administration, operations and maintenance of the State Trail; and

WHEREAS, a resolution or copy of the City Council meeting minutes authorizing the City to enter into this agreement is attached and incorporated into this agreement as **Exhibit D**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State has developed final plans and specifications required for the construction of the State Trail. The final plans and specification for the State Trail as developed by the State meet the applicable requirements of the ADA.
- b. The State has permitted the City to review and approve the final plans and specifications as developed by the State.
- c. The State shall be solely responsible for all land acquisition required for the development of the State Trail not owned and/or administered by the City, including the coordination and consultation with the Fillmore County regarding the portions of the proposed State Trail alignment that will traverse Fillmore County owned or administered lands and/or rights of way.
- d. The State shall secure all applicable permits that may be required for the construction of the State Trail.
- e. The State shall be permitted to propose modifications/revisions to the State Trail, the State Trail plans and specifications or State Trail construction. The State shall notify the City of changes that would significant alter the final plans and specifications as approved by the City. State notification shall be provided by the State's designated Project Contact.
- f. Upon completion, the State Trail shall be the sole responsibility of the State and shall be managed, operated, maintained and administered, the State as a portion of the Harmony-Preston Valley State Trail as established.
- g. Upon completion, the City and the State may cooperatively develop Annual Agreements for the operations and maintenance of the State Trail subject to the terms of this agreement.
- h. The State will provide and install the appropriate signage for the State Trail Segment, including a wood-routed sign/s, which indicates that the development was cooperatively provided by the City and the Department of Natural Resources. The State shall also provide all trail related informational signs as determined by Department of Natural Resources
- i. The State reserves the right to inspect the State Trail at all times to insure that the City is in compliance with the terms of this Agreement.

II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City shall permit the State to develop, operate and maintain the State Trail on or over City owned and/or administered lands as referenced in **Exhibits C and D** and according to the Final Plans and Specifications as developed by the State. The final plans and specifications for the State Trail as developed by the State meet the applicable requirements of the ADA.

- b. The City has been permitted to review and approved the final plans and specifications for the State Trail as developed by the State.
- c. The City shall be permitted to review modifications/revisions to the State Trail proposed by the State during the term of this agreement. City comments shall be provided by the City's designated Contact
- d. The City shall permit the State to review and approve any modifications/revisions to the State Trail proposed by the City during the term of this agreement.
- e. The City reserves the right to inspect the premises at all times to insure that the State complies with the terms of this Agreement.

### III. FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c)(d)(e)(f)(g)(h)(i) above, through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered. The total obligation of the State is limited to the amount of funds legislatively appropriated and administratively allocated to this project. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

### IV. TERM

- a. *Effective Date*: **December 15, 2022** or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The City shall not begin work under this Agreement until it is fully executed and the City has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date*: **December 15, 2047** for a period of twenty-five (25) years except as otherwise provided herein or agreed to in writing by both parties. The agreement can be extended with a written amendment as agreed upon and signed by both parties. This agreement shall renew at the end of the term for an additional five (5) year period unless a party gives three (3) months written notice to the other party to terminate the agreement. This agreement shall continue to automatically renew as the end of each five (5) year period unless the required given notice is given.

### V. LIABILITY

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

### VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six (6) years from the end of this agreement.

### VII. ANTITRUST

The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota

### VIII. FORCE MAJEURE

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

IX. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article II, upon thirty (30) days written notice to the City.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the City by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. However, the City shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

X. GOVERNMENT DATA PRACTICES

The City and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the City or the State.

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

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

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

XII. COMPLETE AGREEMENT

This agreement contains all negotiations and agreements between the State and the City. No other understanding regarding this agreement, whether written or oral, may be used to bind either party. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

XIII. AUTHORIZED REPRESENTATIVES

Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, or by email to:

The State's Authorized Representative is Bob Storlie, Parks and Trails Division Area (3c) Supervisor, Minnesota Department of Natural Resources, 2118 Campus Dr. SE., Rochester, MN 55904, 507-206-2845, bob.storlie@state.mn.us or his/her successor.

The City's Authorized Representative is \_\_\_\_\_, Harmony City Administrator/Public Works Director/City Engineer, City of Harmony, 225 3<sup>rd</sup> Ave. SW., PO Box 488, Harmony, MN 55939, PHONE, EMAIL or his/her successor.

[The Balance OF This Page is Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

CITY OF HARMONY

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

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

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

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

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

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

DEPARTMENT OF ADMINISTRATION  
Delegated to Materials Management Division

CITY OF HARMONY

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

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

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

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

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

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

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

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

Signed: \_\_\_\_\_

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

Contract: \_\_\_\_\_

RESOLUTION TO APPROVE A COOPERATIVE AGREEMENT WITH THE STATE OF MINNESOTA TO ADMINISTER THE CONSTRUCTION OF THE HARMONY STATELINE TRAIL ON BEHALF OF THE STATE OF MINNESOTA, IF NEEDED.

WHEREAS, the City of Harmony ("City") desires to see the construction of an extension of the Harmony-Preston Valley State Trail from the southern border of city limits to the Iowa state border with a connection to Niagara Cave commonly referred to as the Harmony Stateline Trail Extension project ("Trail"); and,

WHEREAS, on behalf of the State of Minnesota ("State"), the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.015, subd 7, to establish, develop, operate and maintain the Harmony- Preston Valley State Trail as a component of the Bluffland Trail System; and,

WHEREAS, the State and City are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and,

WHEREAS, the State has been provided funding by the 2018 Minnesota Legislature for the acquisition, design, and construction of the Trail extension must be encumbered by the State within four years, a period which ends as of December 31, 2022, or the funding is no longer available for use; and,

WHEREAS, to avoid losing access to the funding the State can encumber the funding with the City to act as the lead agency to carry out the Trail project on behalf of the State; and,

WHEREAS, if the City manages the Trail project on behalf of the State the City will be reimbursed by the State for project eligible costs up to the project funding available, currently estimated at between \$1,200,000 and \$1,400,000, and must carry out the Trail project as designed by the State; and,

WHEREAS, if necessary the City will employ the City Engineer to represent the City in this project and utilize project funding to pay for such expenses.

THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF HARMONY, that should it be necessary to avoid the loss of project funding, the City of Harmony will act as the lead agency to carry out and manage the Harmony Stateline Trail construction project on behalf of the State of Minnesota, to the specification of the State, and within the project budget made available by the State.

BE IT FURTHER RESOLVED, that the City Engineer is directed to assist and represent the City in this project as needed to ensure the project is otherwise carried out to the satisfaction of the City.

BE IT FURTHER RESOLVED, that the Mayor and City Administrator, or their successors in office, are directed to execute any agreements with the State of Minnesota required to effectuate this resolution and are hereby appointed to act as the City's representative and project manager for any day to day decisions required during the construction project.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Title)



HARMONY-PRESTON VALLEY STATE TRAIL  
HARMONY TO THE IOWA STATE LINE AND NIAGARA CAVE EXTENSION  
COOPERATIVE CONSTRUCTION AGREEMENT  
BETWEEN  
THE STATE OF MINNESOTA AND THE CITY OF HARMONY

This agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the “State”, and the City of Harmony, hereinafter referred to as the “City.”

**WITNESSETH:**

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 85.015, subd 7, to establish, develop, operate and maintain the Harmony-Preston Valley State Trail as a component of the Blufflands Trail System; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59, to enter into agreements to jointly or cooperatively exercise common power; and

WHEREAS, the State has been provided funding by the 2018 Minnesota Legislature for the acquisition, design and construction of the Harmony-Preston Valley State Trail – Harmony to the Iowa State Line and Niagara Cave Extension; and

WHEREAS, the City owns, has easement or lease over lands that traverse and are confined to portions of **Sections and , T N, R W; Sections , , T N, R W and Sections and , T N, R W** Fillmore County, as shown in the maps attached and incorporated into this agreement as **Exhibit A**; and

WHEREAS, the City shall permit the State to develop, administer, operate and maintain the Segment of the Harmony-Preston Valley Trail – Harmony to the Iowa State Line and Niagara Cave, located on City administered lands as identified in **Exhibit A**; and

WHEREAS, the State owns, has easement, lease or agreement over lands that traverse and are confined to portions of **Sections and , T N, R W; Sections , , T N, R W and Sections and , T N, R W** Fillmore County, as shown in the maps attached and incorporated into this agreement as **Exhibit B**; and

WHEREAS, the City and the State have determined that the development of a segment of the Harmony-Preston Valley State Trail extending from Harmony to the Iowa State Line and Niagara Cave that is to be used primarily for non-motorized uses, which traverses the City and State owned or administered lands identified in **Exhibits A and B** and further defined in the map attached and incorporated in to this agreement as **Exhibit C** and hereinafter referred to as the “State Trail” and is of high priority; and

WHEREAS, the State has completed the final plans, specifications and permitting necessary for the construction of the State Trail a portion of which is attached and incorporated into this agreement as a **Exhibit D**; and

WHEREAS, the City shall act as the lead agency in the construction and construction contract administration required for the development of the State Trail according the Final Plans and Specifications as developed by the State and as referenced in **Exhibit D**; and; and

WHEREAS, the State is willing to allow the City to be the lead agency in the completion of the construction

and construction contract administration for the development of the State Trail according to the Final Plans and Specifications developed by the State; and

WHEREAS, upon completion, the administration, operations and maintenance of the State Trail, as constructed by the City, shall be the sole responsibility of the State; and

WHEREAS, upon completion, the City and the State may cooperatively develop separate Annual Agreements for the administration, operations and maintenance of the State Trail; and

WHEREAS, a resolution or copy of the City Council meeting minutes authorizing the City to enter into this agreement is attached and incorporated into this agreement as **Exhibit D**; and

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the public bodies hereto and for the benefit of the public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall provide the required final plans and specifications required for the construction of the State Trail. The final plans and specification for the State Trail as developed by the State meet the applicable requirements of the ADA.
- b. The State shall provide technical and funding assistance to the City for the construction of the State Trail. Funding assistance shall be limited to project specific City expenses directly related to the construction of the State Trail and the oversight, inspection, administration of the construction.
- c. The State shall be solely responsible for all coordination and consultation with the Fillmore County regarding the alignment State Trail, where the proposed State Trail alignment, as proposed by the State, will traverse Fillmore County owned or administered lands and/or rights of way.
- d. The State shall secure all applicable permits that may be required for the construction of the State Trail.
- e. The State shall be permitted to review and approve any contract or subcontract for the construction of the State Trail and the City's oversight, inspection and administration of construction. Written approval and concurrence to award a contract will be provided to the City by the State's designated Project Contact.
- f. The State shall be permitted to review and approve any modifications/revisions to the final plans or specifications for the State Trail as developed by the State and proposed by the City during construction. The State's comments shall be provided by the State's designated Project Engineer and shall be implemented by the City.
- g. The State shall be permitted to propose modifications/revisions to the State Trail, the State Trail plans and specifications or State Trail construction. The State's comments shall be provided by the State's designated Project Engineer and shall be implemented by the City.
- h. Upon completion, the State Trail shall be the sole responsibility of the State and shall be managed, operated, maintained and administered, the State as a portion of the Harmony-Preston Valley State Trail as established.
- i. Upon completion, the City and the State may cooperatively develop Annual Agreements for the operations and maintenance of the State Trail subject to the terms of this agreement.
- j. The State will provide and install the appropriate signage for the State Trail Segment, including a wood-routed sign/s, which indicates that the development was cooperatively provided by the City and the Department of Natural Resources. The State shall also provide all trail related informational signs as determined by Department of Natural Resources
- k. The State reserves the right to inspect the State Trail at all times to insure that the City is in



compliance with the terms of this Agreement.

## II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City shall provide all construction contract bid advertising, bid advertisement, contract administration, staking, materials testing, record keeping and construction inspection, and shall administer the terms of the construction contract from contract award to certification of the final payment necessary to construct the State Trail according to the Final Plans and Specifications as developed by the State.
- b. The City may subcontract for the services and expertise as necessary or required to complete the construction contract bid advertisement, contract administration, staking, materials testing, record keeping and construction inspection, and shall administer the terms of the construction contract for the State Trail, subject to the written approval by the State's designated Project Contact and/or Project Engineer.
- c. The City shall construct the State Trail in compliance with Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. Operational Order 113 is incorporated into this agreement by reference and can be found at [http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder\\_113.pdf](http://files.dnr.state.mn.us/assistance/grants/habitat/heritage/oporder_113.pdf).
- d. The City shall be permitted to propose modifications/revisions to the plans or specifications for the State Trail as developed by the State prior to and during the construction. The City's comments shall be provided by the City's designated Contact
- e. The City shall permit the State to review and approve any modifications/revisions to the plans or specifications for the State Trail proposed by the City during construction.
- f. The City shall implement modifications/revisions to the State Trail and Final Plans and Specifications proposed by the State during the term of this Agreement.
- g. The City reserves the right to inspect the premises at all times to insure that the State complies with the terms of this Agreement.

## III. FUNDING

The State shall provide funding for its responsibilities under Article I (b) above, however, the total obligation of the State for the construction of the facility under Article I (b), as referenced in the Plan, is not to exceed **\$1,200,000.00**. The obligation of the State is also limited to the amount of funds legislatively appropriated and administratively allocated to this project.

- a. *Effective Date*: December 15, 2022, **or the State obtains all required signatures** under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**.
- b. *Expiration Date*: **December 15, 2025**, or when all obligations under Article II (a)(b)(c)(d)(e)(f)(g)(h) has been satisfactorily fulfilled, whichever occurs first. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

The State shall provide funding for its responsibilities under Article I (a)(c)(d)(e)(f)(g)(h)(i)(j)(k) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will encumbered.

Reimbursement of eligible costs will be due within thirty (30) days of the City's presentation of invoices for services performed and acceptance of such services by the State's Project Contact. The City will not receive payment for work found by the State to be unsatisfactory or performed in

violation of federal, state or local law.

The City may seek reimbursement of all State Trail construction, construction contract administration, construction engineering and inspection related eligible costs from the State.

IV. TERM

- a. *Effective Date*: **December 15, 2022** or the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, whichever is later. The City shall not begin work under this Agreement until it is fully executed and the City has been notified by the State's authorized representative to begin the work.
- b. *Expiration Date*: **December 15, 2047** for a period of twenty-five (25) years except as otherwise provided herein or agreed to in writing by both parties. The agreement can be extended with a written amendment as agreed upon and signed by both parties. This agreement shall renew at the end of the term for an additional five (5) year period unless a party gives three (3) months written notice to the other party to terminate the agreement. This agreement shall continue to automatically renew as the end of each five (5) year period unless the required given notice is given.

V. LIABILITY

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

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to the agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six (6) years from the end of this agreement.

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The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota

VIII. FORCE MAJEURE

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

IX. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article II, upon thirty (30) days written notice to the City.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the payment of services covered under this agreement. The State will notify the City by written or fax notice. The State will not be obligated to pay for services provided after the notice is given

and the effective date of cancellation. However, the City shall be entitled to payment, determined on a pro-rated basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

This Agreement may also be cancelled by the City with cause prior to the initiation of construction of the State Trail and upon thirty (30) days written notice to the State.

X. GOVERNMENT DATA PRACTICES

The City and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the City or the State.

XI. PUBLICITY AND ELECTRONIC ACCESSIBILITY

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

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Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, or by email to:

The State's Authorized Representative is Bob Storlie, Parks and Trails Division Area (3c) Supervisor, Minnesota Department of Natural Resources, 2118 Campus Dr. SE., Rochester, MN 55904, 507-206-2845, bob.storlie@state.mn.us or his/her successor.

The City's Authorized Representative is \_\_\_\_\_, Harmony City Administrator/Public Works Director/City Engineer, City of Harmony, 225 3<sup>rd</sup> Ave. SW., PO Box 488, Harmony, MN 55939, PHONE, EMAIL or his/her successor.

[The Balance OF This Page is Left Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

CITY OF HARMONY

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

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

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

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

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

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

DEPARTMENT OF ADMINISTRATION  
Delegated to Materials Management Division

CITY OF HARMONY

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

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

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

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

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

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

(Effective Date)

STATE ENCUMBERANCE VERIFICATION

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

Signed: \_\_\_\_\_

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

Contract: \_\_\_\_\_

Environmental  
Water Services



Operations &  
Maintenance

Water & Wastewater  
Services

# City Of Harmony

Monthly Council Report

Reporting for the Month of ~~October~~ 2022

*November*

- 1.) Completed DMR no limit exceedances.
- 2.) Continued assisting with rounds and process control.
- 3.) Conducted MLSS checks Corey/Rick.
- 4.) Checked biological activity under microscope Corey/Rick.
- 5.) Mixed solids tank in preparation for land application of Biosolids Corey.
- 6.) Met With SEH on ongoing UV project and pricing with Council members and Devin.
- 7.) Prepared for biosolids land application put out markers on field Corey/Rick
- 8.) Completed biosolids land application Corey, Rick K&R equipment.

**DRAFT**

## **Harmony EDA Minutes**

December 1, 2022  
7:30 AM

Community Center  
Council Room

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

Also Present: Amy Bishop, Aaron Bishop, Michael Himlie, Becky Jones, Erica Thilges, Becky Meyers, Allison Whalen, and Chris Giesen

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

### **Minutes**

The board reviewed the minutes of the November 3, 2022 meeting. Motion by Schieber, 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.

### **Downtown Revitalization Program: Review Proposals**

The board reviewed three proposals for the Downtown Revitalization Program. Proposals were received from the Jem Theater, Aaron and Amy Bishop for their commercial building, and Becky Meyers for her commercial building. Giesen presented each application noting that all three meet the intent of the program and are eligible. The board discussed each application at length to gain a better understanding. Consensus was that it would be a difficult decision to recommend just one for funding. The Jem Theater proposed the first phase of tuck pointing for their building, the Bishop's proposed tuck pointing their entire building, and Becky Meyers proposed tuck pointing the brick façade and replacing an entry door.

The board ultimately discussed that the Bishop proposal, if approved, would complete the envelope of their building and allow for the completion of the interior, too. The Bishop proposal was for the full \$40,000 grant plus they would contribute a \$16,120 match from personal funds. Motion by Sagen, second by Donney to recommend that city council approve Aaron and Amy Bishop's proposal, as submitted. Motion carried unanimously.

The board agreed that it was a very difficult decision as each building clearly showed need and encouraged all applicants to reapply in the future, as the program goal is to make as big of impact on a building each year. Eventually getting to all downtown building with need.

Giesen noted that any awards under this program would have similar requirements tied to the use of the funds, as in past years.

### **Bike Trail Project**

Giesen reported that there was no additional news to report on the status of the bike trail project at that time. He checked the status of the construction bid posting, noting that the Harmony project had been posted that morning. The bids would be opened on December 15, 2022 and the funds were still subject to expiration if the State can't encumber them prior to the end of the year. As previously discussed at earlier meetings, the City could choose to take the project over in order to avoid the project funding being cancelled. This would require entering into an agreement with the State. He noted the DNR was to send this agreement for review and consideration but he had not received it yet. The board discussed.

The board agreed that perhaps a special meeting should be called for next Thursday at 7:30 AM to consider the agreements if they come forward. Giesen will post the special meeting and keep the board posted of any developments.

### **2023 CEDA Contract Renewal**

The board reviewed the proposed 2023 contract with Community and Economic Development Associates (CEDA) for economic development staffing services. Giesen noted that the service level was proposed to remain the same, at one day per week plus one extra day per month, as well as the standard terms that have always been in the service contract. He reported that the renewal rate was \$34,757 which was a 5% increase from 2022. He thanked the board for their many years of support. Kingsley thanked Giesen for his work. Motion by Donney, second by Batstone to approve the contract renewal as presented. Motion carried unanimously.

### **Chamber of Commerce Report**

Allison Whalen was present to give the chamber report. She was excited for the work accomplished the past three months she has been on the job. She reported that the decorative garland has been put up, thanking the Kingsley family for their help. Santa Day is ready and they are anticipating more kids this year because Preston cancelled its event. She reported raising \$1,200 for the downtown directional signage project at a recent fundraiser event, Small Business Saturday saw a good turn out, and several holiday events are being planned including sleigh rides around town and an outdoor lighting contest. They are also working on adding member/organization management software, rebranding, and a marketing plan.

Their annual meeting is planned for January 17, 2023 and the first annual golf tournament will be held sometime in 2023, more details to follow on both events.

### **Prospects/Community Update**

Giesen gave an update on prospects. The board discussed consideration of larger EDA loans on a case by case basis if the project warranted more than the current \$25,000 maximum; noting that a few businesses have received more than that amount. No decision was made but consensus was to be flexible with the program and look to the application itself to determine need and feasibility.

There was no other business.

Hearing no objections, Kingsley adjourned the meeting. The meeting adjourned at 10:20 AM.

A special meeting will be held on December 8, 2022 at 7:30 AM at the Community Center. The next regular meeting is scheduled for January 5, 2023 at 7:30 AM at the Community Center.



**DRAFT**

## Harmony EDA Minutes

December 8, 2022  
7:30 AM

Community Center  
Council Room

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

Also Present: Aaron Bishop, Amy Bishop, Allison Whalen, and Chris Giesen

The special meeting was called to order at 7:32 AM by Kerry Kingsley.

### **Consider Temporary Land Use Agreement with State**

The board reviewed a proposed agreement between the City and State of Minnesota regarding the use of what is currently City owned property for the construction of the state bike trail extension to the Iowa border and Niagara Cave. It was discussed that the City purchased the land corridor needed for the trail via a grant from LCCMR and that the grant required the City to give the land back to the State. Giesen reported that the State is working on the transaction but it wasn't known when it would be completed at this time. It may or may not be completed prior to the construction of the trail, which is slated to start in spring/summer 2023, beginning. If construction begins before the State has full ownership of the trail corridor, they need the City's permission to work on our property. The agreement under consideration would grant such temporary permission until the land transfer is complete.

The board discussed. Consensus was that this agreement was more of a formality to keep the construction project on track in case the land transaction wasn't done yet. Motion by Schieber, second by Batstone to recommend that the city council approve the agreement for temporary use of the trail corridor as proposed, should the land transaction not be completed prior to construction. Motion carried unanimously.

### **Consider Contingency Construction Agreement with State**

The board reviewed a second proposed agreement between the City and State. This agreement would encumber the bike trail project funds to the City to manage and carry out the bike trail construction should the State not be able to award any bids for construction prior to December 31, 2022. Because of how state bonding dollars work, projects have four years to encumber the bonding funds or they expire and are no longer available. In the case of the bike trail project, the four year mark is the end of 2022. If no bids are received or the bids are not feasible, the State won't be able to move forward prior to the four year mark.

As a measure to prevent the bonding funds from expiring and being no longer available, the State can encumber the funds with the City as an alternative. In this case, the City would carry out and manage the project as if it were its own project (similar to a street project) but the State would reimburse us for our expenses with the project funds left available. It was noted that the project bids are currently posted and will close on December 15, 2022.

The board discussed at length. Donney and Batstone were concerned about the \$1.2M amount reflected in the agreement compared to the approximately \$1.4M in funding being available in prior conversations with the State. The board agreed with those concerns. Consensus was that there were still many concerns and questions until the bids were opened and reviewed. In addition, if the City took over the project it wasn't clear who was in charge of the day to day management of the project. It was recommended that in any scenario where the City was responsible for the project, that it would be prudent to have the City Engineer represent the City to ensure the project was indeed carried out correctly. Giesen said he would follow up with the State and report back on the questions. Ultimately, the consensus was that the bike trail project needed to move forward and that the City should do what is needed to utilize the available funding as opposed to having the funds expire. It was further agreed that at the regular January meeting the board would develop a lobbying strategy to secure additional funds to complete the entire project. Motion by Schieber, second by Batstone, to recommend that the city council approve the agreement for construction and management of the trail project, as proposed, as a precaution in case the project funding becomes in danger of expiring. Motion carried unanimously.

Giesen said he would follow up with the DNR in regards to today's discussion and questions and report any findings back to the board.

There was no other business.

Hearing no objections, Kingsley adjourned the meeting. The meeting adjourned at 8:27 AM.

**DRAFT**

# FILLMORE COUNTY SHERIFF



## Office of the FILLMORE COUNTY SHERIFF

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

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

Date: December 1, 2022  
To: Harmony City Council  
From: Jason Harmening, Deputy Sheriff  
John DeGeorge, Fillmore County Sheriff  
Re: December 2022 Monthly Council Report

### Calls for Service / Patrol Activity:

Reported Date	Title	Street Name
2022-10-01	Theft	Main St
2022-10-03	Juvenile Complaint	MAIN AVE
2022-10-04	Traffic	MAIN AVE
2022-10-04	Civil	1ST AVE
2022-10-04	Training	3rd AVE
2022-10-05	Lost and Found	3rd AVE
2022-10-06	Death	MAIN AVE
2022-10-06	Traffic	Center
2022-10-07	Ambulance	MAIN AVE
2022-10-07	Fires	1st Ave
2022-10-08	Fires	1st Ave
2022-10-09	Traffic	2nd Ave SE
2022-10-10	Ambulance	2nd Ave
2022-10-11	Suspicious Activity	3rd AVE
2022-10-19	Animal Complaint	2nd Ave
2022-10-21	Ambulance	MAIN AVE
2022-10-22	Burglary	1st Ave
2022-10-23	Harassment	1st Ave
2022-10-25	Animal Complaint	1st Ave

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2022-10-25	Crash	2nd AVE
2022-10-29	Criminal Damage to Property	1ST AVE
2022-10-29	Suspicious Activity	4TH ST
2022-10-30	Parking Complaint	1st st
2022-10-31	Ambulance	MAIN AVE
2022-11-01	Welfare Check	MAIN AVE
2022-11-02	Domestic Disturbance	1st Ave
2022-11-02	Domestic Disturbance	1st Ave
2022-11-03	Alarm	MAIN ST
2022-11-05	Ambulance	5th St
2022-11-06	Suspicious Activity	MAIN AVE
2022-11-09	Welfare Check	1st Ave
2022-11-09	Ambulance	Main Ave
2022-11-09	Domestic Disturbance	1st Ave
2022-11-10	911 Hang Up	5th Ave
2022-11-10	Child Protection	2nd Ave
2022-11-13	Welfare Check	3RD AVE
2022-11-14	Assist	MAIN AVE
2022-11-14	Civil	2ND AVE
2022-11-14	Ambulance	MAIN AVE
2022-11-16	Civil	4th Ave
2022-11-16	Information	
2022-11-16	Information	
2022-11-17	MAARC	MAIN AVE
2022-11-18	MAARC	MAIN AVE
2022-11-19	Fires	3RD AVE
2022-11-21	Civil	341ST AVE
2022-11-23	Traffic	HWY 52
2022-11-23	Traffic	HWY 52

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2022-11-24	Court Order Violation	2nd Ave
2022-11-26	911 Hang Up	1st Ave
2022-11-28	Assist	INDUSTRIAL BLVD
2022-11-30	Death	MAIN AVE