

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

February 8th, 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 and Special January Meeting
 - b. Claims and January Checks
 - c. CD
 - d. Cash Balances
 - e. Ambulance Subsidy Contract
 - f. Prosecution Agreement
5. New Business
 - a. State Disaster from December storms
6. Reports
 - a. Building & Maintenance Report
 - A. WWTP Report
 - B. Internet Grant Update
 - b. EDA Board
 - A. Small City Block Grant- Resolution 22-04
 - c. Park Board
 - A. Splash Pad/ Shelter Update
 - d. Library Board
 - e. Arts Board
 - f. Fire Department
 - g. Sheriff Report
7. Adjourn



2/8/2022

2/4/2022

January 11, 2022,

REGULAR MEETING

HARMONY CITY COUNCIL

A Regular Meeting of the Harmony City Council was called to order at 7:00 PM by Mayor Steve Donney. Present were Mayor Donney, Councilmembers Tony Webber, Steve Sagen, Domingo Kingsley, and Jesse Grabau; Administrator Devin Swanberg, Attorney Greg Schieber, Samantha Grabau, Brad Thacher, Tony Severson, Bill Hanson, Jay Niesen, Greg Skauge, (Richard's Sanitation), Tim Miller (Waste Management), Jeff Holmquist (Harters), Hannah Wingert (FC Journal), Chris Giesen, Jerome Illg, and Lisa Morken.

PUBLIC FORUM: None

CONSENT AGENDA: Motion by Counselman Webber to approve the Consent Agenda. The motion was seconded by Counselman Grabau. Mayor Donney motioned to approve the consent agenda. All present voting yes. Motion carried.

- a. Minutes Regular December Meeting
- b. Claims and December Checks
- c. CD
- d. Cash Balances
- e. Liquor License – Harmony Distillery
- f. 2022 Board Appointments – 22-01

NEW BUSINESS

- a. Refuse and Recycling Contract – Pricing has been submitted to the City from Harter's Sanitation, Richard's Sanitation, Waste Management, and Hanson Waste Removal. Harter's and Richard's use tomes. Hanson uses bags. Two bags hold approximately as much trash as a 64-gallon tote. There are currently two Commercial haulers in town – SS and Waste Management. At the last meeting, there was a 4 to 1 vote to approve Harter's contract. Councilman Kingsley motioned to reconsider the waste removal vendor approval from the previous meeting. Grabau seconded the motion. Administrator Swanberg recommends one size (bag or tote) for all residents. If a bin system is chosen, all trash must be in the bin to be picked up. Residents could use two bins if needed and pay double the rate. Harter's recommends 65-gallon totes for trash and 95-gallon totes for recycling. Mayor Donney made a motion to vote to reconsider the waste removal contract. All present voting yes. Motion carried. Grabau motioned to award the contract to Richard's Sanitation. Mayor Donney seconded the motion. All present voting yes. Motion carried. Mayor Donney motioned to vote on Richard Sanitation's contract. All present voting yes. Motion carried. Richard's trash pick-up day will be Wednesday starting in April. Mayor Donney motioned to add Richard's as a commercial vendor and allow three commercial vendors. Councilman Sagen seconded the motion. All present voting yes. Motion carried.
- b. Utility Rates & Fees – There will be a new city garbage pick-up rate. Bags are no longer needed. Sagen motioned for a new trash pick-up rate of \$12.50, recycling \$6.50 starting April 1st.
Bulk water rates and electrical rates need to be raised to keep up with the market.
Micro distillery license rates need to be changed. They are currently paying \$150 more than other businesses doing the same thing. The new distillery rate will be \$750.
Public works labor rates need to be increased to \$50 per hour weekdays and \$75 per hour holidays and weekends. Mayor Donney seconded the motion. All present voting yes. Motion carried.

REPORTS

Mayor Donney made a motion to add Counselman Weber to the Planning Commission. Grabau seconded the motion. All present voting yes. Motion carried.

1. Building & Maintenance Report
 - a. WWTP Report
 - b. Internet Grant Update
2. EDA Board
 - a. Approve Sale of Land – Reick’s Trucking has made an offer to buy a lot in the industrial park. Grabau motioned to approve the offer. Sagen seconded the motion. All present voting yes. Motion carried.
 - b. Approve New Home Rebate – Renew
Webber motioned to continue the program. Grabau seconded the motion. All present voting yes. Motion carried.
 - c. Loan Approval - *A Cut Above the Rest* requested a loan. Grabau motioned to approve the loan. Sagen seconded the motion. All present voting yes. Motion carried.
 - d. Downtown Rehab Loan – Renew
Grabau motioned to continue the Revitalization program. Webber seconded the motion. All present voting yes. Motion carried.
 - e. Annual Report
3. Park Board
Splash Pad/Shelter Update – Park Board has approved getting quotes for the building. \$150,000, estimate \$75,000 grant. The shelter will be 14 x 18. \$30,00 to \$35,000 will be spent on Splash Pad. Not to exceed what has been donated. Grabau motioned to send splash pad and shelter drawings for quote submission. Webber seconded the motion. All present voting yes. Motion carried.
4. Library Board – Nothing new to update
5. Arts Board – Has not met yet
6. Fire Department – Received grant
7. Sheriff Report – Selling squad car. Proceeds will pay for next quarter’s contract.

Sagen and the entire City Council would like to thank Eileen Schansberg for 25 years of service as the Deputy Clerk/Treasurer. Schansberg has retired. Her last day was January 7th, 2022.

Upon no further business, Mayor Donney adjourned the meeting.

Mayor Steve Donney

Lisa Morken, Deputy Clerk

January 27, 2022

SPECIAL MEETING

HARMONY CITY COUNCIL

HARMONY ECONOMIC DEVELOPMENT AUTHORITY

A Special Meeting of the Harmony City Council was called to order at 5:00 PM by Mayor Steve Donney. Present were Mayor Donney, Councilmembers Tony Webber, Steve Sagen, Domingo Kingsley, and Jesse Grabau; Administrator Devin Swanberg, Attorney Greg Schieber, Deputy Clerk Lisa Morken, Samantha Grabau, Chris Giesen, Kerry Kingsley, Hannah Wingert (FC Journal), Corey Whalen, Mary Beth Ostrom, Brian Michael, Cheri Jorgenson, Brad Thacher, Melissa Vanderplas, Dean Miller, Michael Himlie, Dan Basse, Annette Evenson, Julie Little, Tim Little, Kris Torgerson, Andrew Kingsley, Heather Broadwater, Nick Presthor, Ann Lys, Lisa Miller, Kelsey Bergey, Josh Bergey, Tom Davis, Jim Lutes, Terri Lutes.

PUBLIC FORUM: Comments from the public may be written on forms near sign-in sheets and submitted to Council. Mayor Donney noted that the EDA has requested a moratorium on new discount variety stores. Nothing has been planned by the City. There will be a public hearing if plans change.

Chris Giesen, EDA stated that the EDA is charged with looking at development plans for the City. The EDA is requesting a moratorium on new discount variety stores and considering a zoning ordinance. The EDA would like time to consider what the public might want. The EDA is not looking to ban conditional use permits. The ordinance proposed would stop immediate issuance for three months.

Mayor Donney noted that the EDA has discussed discount variety stores in the past. No City tax dollars would be used.

Kerry Kingsley, EDA stated that in the past discount retail store have not been wanted. All prior deals have fallen through. Dollar General has a purchase agreement with the bank for the Wheeler's Building. The EDA has passed an amendment for the Planning & Zoning Committee and Council, but the EDA felt they needed to move more quickly and have requested a moratorium of 90 days on new discount variety stores so that both sides can be considered. 90 days will not hold back any building projects and will prevent any projects from being rushed.

Mayor Donney would like public input. If a moratorium time limit has passed and a project has been approved how much time will the buyer/seller have? 90 days might be too long of a moratorium.

Chris Giesen, EDA stated that if the Planning & Zoning Committee decided to move forward the moratorium could end the day after the next City Council meeting. A public hearing could be held in March. The motion for a moratorium could be changed from 90 days to the day after the next regular City Council meeting.

Attorney Schieber *stated* that a moratorium by state law gives cities time to consider everything and is rushed. A longer time frame moratorium could have been requested – six months or a year. The EDA suggested 90 days.

Councilman Sagen stated that when he was on the EDA time was taken to go over plans and think about what they wanted to do.

Mayor Donney asks each Council member to offer their opinions.

Councilman Kingsley noted that Harmony has never had a discount retail store in the past and he agrees with Councilman Sagen – more time is needed for review. And people can drive to Preston or Cresco to go to a discount retail store.

Councilman Webber stated that City Council should not pick and choose who comes to town. Because people can drive to another town to visit a discount retail store, is not an excuse to deny one from coming to Harmony.

Councilman Grabau stated that this is a private sale that will provide an immediate tax base. No funds have been requested from the City. We need to keep money in town. As citizens, we need to support businesses in town. It is not Council's job to decide which retailers come to town.

Chris Giesen, EDA stated that City Council could pass or deny the request for a 90 moratorium.

Councilman Sagen motioned to request a 90 moratorium on zoning permits. Councilman Kingsley seconded the motion. Mayor Donney asked for additional comments. Councilman Sagen stated that we need time. Attorney Schieber noted that the City currently has no commercial restrictions. Mayor Donney asked if the motion for a 90-day moratorium could be amended to end the day after the next City Council meeting? Kerry Kingsley, EDA stated that the EDA is willing to amend the motion. Councilman Sagen motioned to request a moratorium on zoning permits ending March 10th. Councilman Kingsley seconded the motion. Councilman Webber stated that he will not be at the next regular City Council meeting. Mayor Donney called a vote. Councilman Sagen, Councilman Kingsley, and Mayor Donney voted in favor of the moratorium until March 10th, 2022. Councilman Webber and Councilman Grabau opposed the moratorium. Motion carried.

Councilman Webber motioned to approve the GO Bond payment. Councilman Grabau seconded the motion. All present voting yes. Motion carried.

Councilman Grabau motioned to approve Splash Pad equipment purchase request, not to exceed \$35,000. Councilman Webber seconded the motion. All present voting yes. Motion carried.

Samantha Grabau, EMS Director stated that the Harmony ambulance fees have been the same for seven years and requested \$100 to cover rising costs. Current fees are BLS \$650 and ALS \$850. Mayor Donney noted that the ambulance service is still very sustainable. Mayor Donney motioned to approve new rates of BLS \$750 and ALS \$950. Councilman Webber seconded the motion. All present voting yes. Motion carried.

Mayor Donney would like to remind everyone to shop locally. If we have all of the services, we need in town citizens won't need to shop elsewhere.

Upon no further business, Mayor Donney adjourned the meeting.

Mayor Steve Donney

Lisa Morken, Deputy Clerk

CITY OF HARMONY

*Check Summary Register©

2022 (January, February)

Name	Check Date	Check Amt	
10101 1st Southeast Bank-G			
67263	1/31/2022	\$75.00	Energy Star appliance rebate- Solga
67264	1/31/2022	\$874.45	Refund. Special assessments already paid. S
67265	1/31/2022	\$1,534.85	Steno notebooks
67266	1/31/2022	\$244.73	DVDs
67267	1/31/2022	\$960.00	Unication pagers annual service
67268	1/31/2022	\$390.00	2022 ASCAP license
67269	1/31/2022	\$9.99	Ambulance supplies
67270	1/31/2022	\$174.93	Books
67271	1/31/2022	\$375.00	Software training, new employee.
67272	1/31/2022	\$4,065.00	12/11 Loader snow removal
67273	1/31/2022	\$44.00	copier lease
67274	1/31/2022	\$8,275.50	Economic dev. Support erv. Q1 2022
67275	1/31/2022	\$1,668.24	lg print books
67276	1/31/2022	\$252.00	Union central pension fund
67277	1/31/2022	\$83.15	Water. For wellness.
67278	1/31/2022	\$812.95	Community center toilet valve
67279	1/31/2022	\$200.58	Tissue
67280	1/31/2022	\$140.49	Oil change. Ambulance.
67281	1/31/2022	\$910.20	book stops & label holders
67282	1/31/2022	\$2,240.55	summer reading supplies iRead
67283	1/31/2022	\$47.88	Cold packs
67284	1/31/2022	\$1,500.00	WWTP service contract
67285	1/31/2022	\$406.00	Harmony Ambulance billing service - Dec 2021
67286	1/31/2022	\$50.00	2021 Arts Board meetings - K Fenton
67287	1/31/2022	\$50.00	2022 Special assessment
67288	1/31/2022	\$57.29	EDA notice sale of land. Ran 12/2/2021
67289	1/31/2022	\$212,455.50	GO BOND 2020A principal
67290	1/31/2022	\$575.00	Influent flow meter
67291	1/31/2022	\$4.05	3 tickets @ \$1.35 December 2021
67292	1/31/2022	\$350.00	2021 Park Board meetings - J Grabau
67293	1/31/2022	\$20.00	Nat Reg EMT cert.
67294	1/31/2022	\$25.00	2021 Arts Board meeting - S Hahn
67295	1/31/2022	\$21.25	Oil for skidloader
67296	1/31/2022	\$20.00	Nat Reg EMT. Recertification fee reimbursed
67297	1/31/2022	\$925.30	Local option lodging tax. Country Lodge Inn.
67298	1/31/2022	\$9,774.58	Town clock electric
67299	1/31/2022	\$634.53	Admin telephone
67300	1/31/2022	\$248.03	Water flouride.
67301	1/31/2022	\$145.00	Loosen rear brake pins.
67302	1/31/2022	\$3,975.00	Union health insurance
67303	1/31/2022	\$240.81	audio books
67304	1/31/2022	\$84.95	2017 Chevy
67305	1/31/2022	\$105.00	IUOE Union dues
67306	1/31/2022	\$1,949.12	Fall 2021 sludge hauling
67307	1/31/2022	\$635.96	Dies for rethreading, tape, gloves, batteries, lig
67308	1/31/2022	\$225.00	2021 Park Board attendance - KJ Krenzke
67309	1/31/2022	\$645.74	Ambulance Diesel fuel
67310	1/31/2022	\$8.00	EMS account set up. \$900 pd 12/15/21
67311	1/31/2022	\$125.00	2021 Arts Board meetings
67312	1/31/2022	\$52.21	copier maintenance fee
67313	1/31/2022	\$40.00	2 metal shelves
67314	1/31/2022	\$313.05	Paramedic intercept. Run 21-130221
67315	1/31/2022	\$68.48	Ricoh copier
67316	1/31/2022	\$58,326.04	Power for Resale

CITY OF HARMONY
City Council Claims for Review

2/8/22

Fund Descr	Object of Expense	Vendor	Comments	Amount
Fund 101 General Fund				
General Fund	Union Central Pension Fund	CENTRAL PENSION FUND	Pension fund	\$264.50
General Fund	Union Dues	I.U.O.E. LOCAL 49 FRINGE BENEF	International Union Operatng Engineers	\$105.00
General Fund	Health Insurance	IUOE LOCAL #49	Health insurance	\$4,035.00
General Fund	NCPERS Insurance	NCPERS GROUP LIFE INS	511800	\$16.00
General Fund	Life Insurance	USABLE LIFE	Life Ins/ADD	\$59.65
General Fund	General Operating Supplies	1 SOURCE	Copy paper, wrist rest, liquid paper	\$111.89
General Fund	Office Equip	DAKOTA SUPPLY GROUP	Water cooler cart sentry	\$192.65
General Fund	Taxes, Licenses & Permits	DVS RENEWAL	2001 HMDE TRL vehicle reg.	\$19.25
General Fund	General Operating Supplies	SEACHANGE PRINT INNOVATIONS	Animal tags	\$223.47
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Civil Defense	\$27.27
General Fund	Building Repair Materials	KINGSLEY MERCANTILE	Tote, foil tape, 6" duct	\$65.07
General Fund	Cleaning Supplies	DALCO	Toilet cleaner, can liners	\$94.72
General Fund	Cleaning Supplies	DALCO	Can liners	\$67.04
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Comm. Ctr elect	\$3,396.48
General Fund	Gas Utilities	MINNESOTA ENERGY	Community Center gas	\$1,094.67
General Fund	General Operating Supplies	DALCO	Toilet paper	\$26.60
General Fund	General Operating Supplies	KINGSLEY MERCANTILE	Batteries, garbage can, clock, filter	\$118.94
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	Terry pickup	\$31.06
General Fund	Repair/Maint Bldg/Structures	CUSTOM ALARM	Remote support	\$25.00
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Comm. Ctr. Sewer	\$56.73
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Admin Telephone	\$193.25
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Comm. Ctr. Water	\$37.69
General Fund	Auditing and Acct g Services	FILLMORE COUNTY AUDITOR	Audit packet fees	\$100.00
General Fund	Printed Forms	ALLEGRA OF ROCHESTER	Receipt books	\$795.64
General Fund	Software Service Fees	BANYON DATA SYSTEMS	Banyon support	\$1,035.00
General Fund	Contractual Services	BRUENING ROCK PRODUCTS, INC	Snow removal	\$1,770.00
General Fund	Contractual Services	BRUENING ROCK PRODUCTS, INC	Snow removal	\$1,550.00
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	Plow truck/skidloader fuel	\$601.78
General Fund	Motor Vehicles	CRYSTEEL TRUCK EQUIPMENT	Plow truck	\$43,727.00
General Fund	Street Maint Materials	PIONEER RESEARCH CORP.	X salt	\$649.60
General Fund	Taxes, Licenses & Permits	DVS RENEWAL	2019 INTL 7400 vehicle reg.	\$19.25
General Fund	Taxes, Licenses & Permits	DVS RENEWAL	2021 RAM 5500 vehicle reg.	\$19.25
General Fund	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	Legal fees January	\$420.00
General Fund	Printed Forms	ELAN FINANCIAL SERVICES	W2 forms	\$48.98
General Fund	Uniforms	WHALEN, COREY	Clothing allowance. Hi visibility jacket.	\$46.47
General Fund	Contractual Services	FILLMORE COUNTY AUDITOR	Contracted policing services - Qtr 4 2021	\$27,330.75

CITY OF HARMONY
City Council Claims for Review

2/8/22

Fund Descr	Object of Expense	Vendor	Comments	Amount
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Police Telephone	\$44.53
General Fund	Cleaning Supplies	DALCO	Can liners	\$67.04
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Shop elect	\$29.97
General Fund	Gas Utilities	MINNESOTA ENERGY	City Shop gas	\$711.53
General Fund	General Operating Supplies	EMERGENCY MEDICAL PRODUCTS	Band-aids	\$27.08
General Fund	General Operating Supplies	KINGSLEY MERCANTILE	Sprayer, rope, sheet metal, de-icer, tape	\$165.95
General Fund	General Operating Supplies	PRESTON AUTO PARTS		\$9.99
General Fund	Repair/Maint Bldg/Structures	PLUNKETTS PEST CONTROL, INC	Rodent control - shop	\$82.00
General Fund	Repair/Maint Bldg/Structures	PLUNKETTS PEST CONTROL, INC	Rodent control - shop	\$80.00
General Fund	Small Tools and Minor Equip	MISSISSIPPI WELDERS SUPPLY CO	Oxygen cylinder	\$58.59
General Fund	Taxes, Licenses & Permits	DVS RENEWAL	2002 ZIER TRL vehicle reg.	\$19.25
General Fund	Taxes, Licenses & Permits	DVS RENEWAL	2009 FMC TRL vehicle reg.	\$19.25
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Shop Telephone	\$44.95
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Shop water	\$16.60
General Fund	Taxes, Licenses & Permits	DVS RENEWAL	2017 Chev Sil vehicle reg	\$19.25
General Fund	Taxes, Licenses & Permits	DVS RENEWAL	2014 Ford COF vehicle reg.	\$19.25
General Fund	Building Repair Materials	Nolan Lumber Company	Ceiling tile	\$5,391.00
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Vis. Ctr. Elect	\$129.74
General Fund	Gas Utilities	MINNESOTA ENERGY	Visitor Center gas	\$850.17
General Fund	Motor Fuels/Lubricants	KWIK TRIP, INC	Terry pickup	\$31.06
General Fund	Repair/Maint Bldg/Structures	MOREM ELECTRIC, INC	Reconnect fixtures	\$396.44
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Vis. Ctr. Sewer	\$25.08
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Vis. Ctr. Water	\$16.83
Fund 101 General Fund				\$96,631.20
Fund 201 DTED Revolving Loan Program				
DTED Revolving Loan Pr	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	Amy Rain EDA loan fees	\$258.50
Fund 201 DTED Revolving Loan Program				\$258.50
Fund 211 Library Fund				
Library Fund	Program Supplies	ELAN FINANCIAL SERVICES	Iread overpmt - incorrect vendor	-\$759.52
Library Fund	Repair/Maint Bldg/Structures	MOREM ELECTRIC, INC	Add outlet	\$281.57
Library Fund	Telephone	HARMONY TELEPHONE COMPANY	Library Telephone	\$48.71
Fund 211 Library Fund				-\$429.24
Fund 222 Fire Fund				
Fire Fund	Contractual Services	ELAN FINANCIAL SERVICES	Active 911 subscription - text paging	\$351.00
Fire Fund	General Operating Supplies	HARMONY FOODS	Storage bags	\$6.58

CITY OF HARMONY
City Council Claims for Review

2/8/22

Fund Descr	Object of Expense	Vendor	Comments	Amount
Fire Fund	General Operating Supplies	KINGSLEY MERCANTILE	Food scale, sprayer, velcro, reel, batteries	\$110.45
Fire Fund	General Operating Supplies	PRESTON AUTO PARTS	2.5 gal cont, nuts, washers, thread tape	\$27.45
Fire Fund	Repair/Maint Machinery/Equip	ELAN FINANCIAL SERVICES	Flange for lighthead	\$59.24
Fire Fund	Repair/Maint Machinery/Equip	ELAN FINANCIAL SERVICES	Flood light, rocker bar side-by-side	\$86.04
Fire Fund	Repair/Maint Machinery/Equip	ELAN FINANCIAL SERVICES	Red/blue LED lights side-by-side	\$483.98
Fire Fund	Repair/Maint Machinery/Equip	ELAN FINANCIAL SERVICES	Red/blue LED lights Side-by-side	\$165.86
Fire Fund	Repair/Maint Machinery/Equip	PRESTON AUTO PARTS	Loom- split poly, terminal B splice heat	\$16.89
Fire Fund	Taxes, Licenses & Permits	DVS RENEWAL	2016 Ford DWR vehicle reg.	\$19.25
Fire Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Fire Hall elect.	\$42.78
Fire Fund	Gas Utilities	MINNESOTA ENERGY	Fire Hall Gas	\$708.95
Fire Fund	Repair/Maint Bldg/Structures	Noian Lumber Company	Door remote	\$126.75
Fire Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Fire hall sewer	\$21.47
Fire Fund	Telephone	HARMONY TELEPHONE COMPANY	Fire Telephone	\$95.38
Fire Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Fire Hall water	\$14.44
Fund 222 Fire Fund				\$2,336.51
Fund 223 Ambulance Fund				
Ambulance Fund	Ambulance Accounts Receivab	AMBULANCE REFUNDS	Traci Bigalk refund/overpayment	\$476.81
Ambulance Fund	General Operating Supplies	KINGSLEY MERCANTILE	Batteries	\$10.99
Ambulance Fund	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	Gloves, splints	\$72.94
Ambulance Fund	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	Compressed oxygen	\$78.33
Ambulance Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	Ambulance fuel	\$227.66
Ambulance Fund	Printed Forms	ALLEGRA OF ROCHESTER	Ambulance forms	\$183.47
Ambulance Fund	Repair/Maint Other Equipment	TERRIS TENDER LOVIN STITCHES	Ambulance blanket repai	\$20.00
Ambulance Fund	Taxes, Licenses & Permits	DVS RENEWAL	2020 HHTC TRL vehicle reg.	\$19.25
Ambulance Fund	Telephone	VERIZON WIRELESS	Hot spot and cellphone	\$47.97
Ambulance Fund	Training Fees	ELAN FINANCIAL SERVICES	HSI BLS digit cert card - Annual CPR	\$105.45
Fund 223 Ambulance Fund				\$1,242.87
Fund 251 Park Fund				
Park Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Park elect credit	-\$56.14
Fund 251 Park Fund				-\$56.14
Fund 261 Arts Fund				
Arts Fund	Dues	MN CITIZENS FOR THE ARTS	MN Citizens for the Arts membership	\$25.00
Fund 261 Arts Fund				\$25.00
Fund 321 21-A MiEnergy loan				
21-A MiEnergy loan	Financial Services Fees	TAFT	Taxable gen obligation tax increment note	\$4,000.00

CITY OF HARMONY
City Council Claims for Review

2/8/22

Fund Descr	Object of Expense	Vendor	Comments	Amount
Fund 321 21-A MiEnergy loan				\$4,000.00
Fund 401 Capital Projects Fund				
Capital Projects Fund	Buildings and Structures	RAIN DECK, LLC	Splashpad rain deck	\$17,500.00
Fund 401 Capital Projects Fund				\$17,500.00
Fund 425 Dairyland TIF 1-7				
Dairyland TIF 1-7	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	Dairyland Project 3 phase transfor, municipi	\$33,821.97
Fund 425 Dairyland TIF 1-7				\$33,821.97
Fund 601 Water Fund				
Water Fund	Debt Service Interest	MPFA	G.O. Bond	\$3,460.00
Water Fund	Postage	ELAN FINANCIAL SERVICES	Water sample	\$13.30
Water Fund	Postage	ELAN FINANCIAL SERVICES	Water sample	\$5.10
Water Fund	Software Service Fees	BANYON DATA SYSTEMS	Banyon support	\$420.00
Water Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Chlorine cylinders	\$15.00
Water Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Chlorine cylinders	\$15.00
Water Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Pumphouse elect	\$1,145.35
Water Fund	Gas Utilities	MINNESOTA ENERGY	Pumphouse gas NE	\$41.44
Water Fund	Gas Utilities	MINNESOTA ENERGY	Pump house #1 gas	\$122.06
Water Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Coliform	\$42.00
Water Fund	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Safety mgmt program	\$850.00
Fund 601 Water Fund				\$6,129.25
Fund 602 Sewer Fund				
Sewer Fund	Software Service Fees	BANYON DATA SYSTEMS	Banyon support	\$420.00
Sewer Fund	Training Fees	ELAN FINANCIAL SERVICES	Training certification Training certification	\$1.37
Sewer Fund	Training Fees	ELAN FINANCIAL SERVICES	Training certification MN pollution control	\$55.00
Sewer Fund	Contractual Services	ENVIRONMENTAL WATER SERVICES	WWTP Service contract	\$1,500.00
Sewer Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	WWTP elect	\$1,409.57
Sewer Fund	Equipment Parts	VIS PLUMBING	Crown B & A spring coupling	\$60.41
Sewer Fund	Gas Utilities	MINNESOTA ENERGY	Sewer Plant Gas	\$951.60
Sewer Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Samples Dec 15, 29 Jan. 5, 15, 19	\$1,342.83
Sewer Fund	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Safety mgmt program	\$850.00
Sewer Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	WWTP sewer	\$2,019.77
Sewer Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Shovel, vacuum	\$225.97
Sewer Fund	Telephone	HARMONY TELEPHONE COMPANY	Sewer dialers	\$160.09
Sewer Fund	Training Fees	ELAN FINANCIAL SERVICES	MN Rural Water Assoc exam	\$150.00
Sewer Fund	Travel Expenses	ELAN FINANCIAL SERVICES	WWTP license lodging	\$268.04

CITY OF HARMONY
City Council Claims for Review

2/8/22

Fund Descr	Object of Expense	Vendor	Comments	Amount
Sewer Fund	Utility Maint Materials	TEAM LABORATORY CHEM. CORP.	Lift station Degreaser	\$2,107.50
Sewer Fund	Water Utilities	HARMONY PUBLIC UTILITIES	WWTP water	\$1,331.93
Fund 602 Sewer Fund				<u>\$12,854.08</u>
Fund 603 Solid Waste Fund				
Solid Waste Fund	Software Service Fees	BANYON DATA SYSTEMS	Banyon support	\$420.00
Solid Waste Fund	Refuse/Garbage Disposal	WASTE MANAGEMENT	10YD DEMO, FUEL CHARGE	\$110.67
Fund 603 Solid Waste Fund				<u>\$530.67</u>
Fund 604 Electric Fund				
Electric Fund	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$65,659.61
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Town clock electric	\$13.19
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Streetlights	\$230.07
Electric Fund	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Safety mgmt program	\$850.00
Electric Fund	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	2022 Annual Operator fee	\$50.00
Electric Fund	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	Email tickets	\$1.35
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	12/21 - remove broken tree on line at 310	\$852.50
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	12/16 - frame damaged poles in storm	\$875.00
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	12/28 - open svcs for Morem - storm dam	\$250.00
Electric Fund	Dues	MINN MUNICIPAL UTILITIES ASSOC	2022 Electric Utility member dues	\$1,412.00
Electric Fund	Software Service Fees	BANYON DATA SYSTEMS	Banyon support	\$420.00
Fund 604 Electric Fund				<u>\$70,613.72</u>
Fund 620 Economic Development Authority				
Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA Telephone	\$28.68
Economic Development	Donations to Civic Org s	HARMONY CHAMBER OF COMMERCE	Chamber 2022 budgeted funds	\$13,500.00
Fund 620 Economic Development Authority				<u>\$13,528.68</u>
				<u>\$258,987.07</u>

CITY OF HARMONY

02/04/22 3:51 PM

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***Check Summary Register©**

2022 (January, February)

Name	Check Date	Check Amt	
67317	MID-AMERICA BACKFLOW PREV	1/31/2022	\$250.00 Backflow test. Main water supply, Firehall.
67318	MINNESOTA ENERGY	1/31/2022	\$2,509.56 Service at 32326 Garden Rd
67319	MISSISSIPPI WELDERS SUPPLY	1/31/2022	\$121.92 14 CF Oxygen
67320	MOREM ELECTRIC, INC	1/31/2022	\$2,104.31 Repair connections to house stack from storm
67321	NCPERS Group Life Ins.	1/31/2022	\$16.00 511800
67322	Nethercut Schieber Attorneys,	1/31/2022	\$270.00 December services
67323	Erik Olson	1/31/2022	\$25.00 2021 Planning & Zoning meeting - E Olson
67324	OMMEN, LU	1/31/2022	\$125.00 2021 Arts Board meetings - L Ommen
67325	PATTERSON, MATTHEW	1/31/2022	\$125.00 2021 Arts Board meetings - A Patterson
67326	Miles Petree	1/31/2022	\$250.00 2021 Planning & Zoning meeting- Miles Petree
67327	PIONEER RESEARCH CORP.	1/31/2022	\$649.60 Salt
67328	PRO HYDRO-TESTING MOBILE S	1/31/2022	\$924.00 Hydro testing SCBA cylinders
67329	Quadient, Inc	1/31/2022	\$93.66 Postage meter rental
67330	QUILL CORPORATION	1/31/2022	\$27.48 Metallic Markers for DVDs
67331	RELIABLE FUELS	1/31/2022	\$1,039.34 Ambulance fuel
67332	RUN RIGHT POWER LLC	1/31/2022	\$474.59 Z turn- replaced deck belt, repaired oil leak, oil
67333	SLINDEE, LORI	1/31/2022	\$150.00 2021 Arts Board meetings - L Slindee
67334	SOUTHEASTERN LIBRARIES CO	1/31/2022	\$988.79 Basic services & Tech Support
67335	STELPFLUG, ALISSA	1/31/2022	\$225.00 2021 Park Board meetings - A Stelpflug
67336	STROZYK, JIMMY	1/31/2022	\$25.00 2021 Plannig & Zoning meeting - J Strozyk
67337	USA BlueBook	1/31/2022	\$576.07 Replacement green feed tube.
67338	USABLE LIFE	1/31/2022	\$59.65 Life/ADD insurance
67339	UTILITY CONSULTANTS, INC	1/31/2022	\$706.30 WWTP. Sample dates 12-1, 8 22
67340	Verizon Wireless	1/31/2022	\$47.97 Ambulance hotspot and cell
67341	VIS PLUMBING	1/31/2022	\$1,342.50 Lowrie residence. Fix curb stop.
67342	VOLUNTEER FIREFIGHTER'S	1/31/2022	\$280.00 Firemans life insurance dues
67343	ANTHONY WEBBER	1/31/2022	\$125.00 2021 Park Board meetings - A Webber
67344	FIRST SOUTHEAST BANK	1/31/2022	\$126,588.66 2014A Bond principal - final
67345	NETHERCUT/SCHIEBER	1/31/2022	\$25,000.00 Amy Rain EDA Loan
	Total Checks		\$482,555.78

CITY OF HARMONY

02/04/22

***Cash Balances**

Cash Account: 10101

February 2022

Fund	2022 Begin Balance	Receipts	Disbursements	Transfers	Journal Entries	Payroll JEs	Balance	
<u>10101 - 1st Southeast Bank-G</u>								
101 - General Fund	(\$1,825,852.20)	\$6,098.54	(\$22,118.21)	0	\$0.00	\$0.00	(\$1,841,871.87)	li
201 - DTED Revolving Loan Program	\$143,655.91	\$4,073.76	(\$25,000.00)	0	\$0.00	\$0.00	\$122,729.67	li
202 - CDBG Rehab Loan Program	\$34,041.65			0	\$0.00	\$0.00	\$34,041.65	li
211 - Library Fund	\$33,554.29	\$795.27	(\$7,589.08)	0	\$0.00	\$0.00	\$26,760.48	li
222 - Fire Fund	\$124,375.50	\$1,584.93	(\$2,400.49)	0	\$0.00	\$0.00	\$123,559.94	li
223 - Ambulance Fund	\$120,959.72	\$18,120.40	(\$2,474.20)	0	\$0.00	\$0.00	\$136,605.92	li
251 - Park Fund	\$88,790.26	\$568.02	(\$1,279.50)	0	\$0.00	\$0.00	\$88,078.78	li
261 - Arts Fund	\$12,392.24	\$50.48	(\$945.00)	0	\$0.00	\$0.00	\$11,497.72	li
314 - G.O. Impr Bonds, 2010A-3rdStSW	\$51,836.34			0	\$0.00	\$0.00	\$51,836.34	li
315 - G.O. Tax Abate Refund 2013A-CC	\$34,440.24	\$179.83		0	\$0.00	\$0.00	\$34,620.07	li
316 - GO Tax Abatement Bonds 13B-H	(\$86,822.01)	\$42.47		0	\$0.00	\$0.00	(\$86,779.54)	li
317 - GO Impr Bond-2014A-1st Ave SW	\$50,308.44	\$879.95	(\$26,292.50)	0	\$0.00	\$0.00	\$24,895.89	li
318 - G.O. Bond 2021 (refi)	\$149,969.04	\$658.94	(\$100,296.16)	0	\$0.00	\$0.00	\$50,331.82	li
319 - 2020 Street GO BOND	\$217,350.99	\$9,709.32	(\$98,818.50)	0	\$0.00	\$0.00	\$128,241.81	li
320 - Dairyland/Wickett Const.	(\$500.00)			0	\$0.00	\$0.00	(\$500.00)	li
401 - Capital Projects Fund	\$667,365.99			0	\$0.00	\$0.00	\$667,365.99	li
405 - TIF District #1	\$208.69			0	\$0.00	\$0.00	\$208.69	li
410 - Trailhead Project	\$137.40			0	\$0.00	\$0.00	\$137.40	li
420 - TIF District #6 (HECO)	\$12,922.20			0	\$0.00	\$0.00	\$12,922.20	li
421 - First Ave SW Project	\$1,369.48			0	\$0.00	\$0.00	\$1,369.48	li
424 - 2020 Street Project	\$309,323.09			0	\$0.00	\$0.00	\$309,323.09	li
425 - Dairyland TIF 1-7	\$45,897.36	\$15,234.68		0	\$0.00	\$0.00	\$61,132.04	li
426 - TIF 1-8 Oconnor	(\$5,956.36)			0	\$0.00	\$0.00	(\$5,956.36)	li
601 - Water Fund	\$439,560.81	\$20,114.84	(\$60,372.24)	0	\$0.00	\$0.00	\$399,303.41	li
602 - Sewer Fund	(\$22,878.54)	\$27,602.38	(\$11,586.31)	0	\$0.00	\$0.00	(\$6,862.47)	li
603 - Solid Waste Fund	\$42,436.79	\$7,441.69	(\$4,564.59)	0	\$0.00	\$0.00	\$45,313.89	li
604 - Electric Fund	\$724,545.73	\$87,231.79	(\$119,099.55)	0	\$0.00	\$0.00	\$692,677.97	li
605 - Storm Water Fund	\$60,235.95	\$2,775.97		0	\$0.00	\$0.00	\$63,011.92	li
620 - Economic Development Authority	\$145,694.71	\$933.57	(\$8,324.48)	0	\$0.00	\$0.00	\$138,303.80	li
902 - Long Term Debt Account Group	(\$8,060.63)			0	\$0.00	\$0.00	(\$8,060.63)	li
	\$1,561,303.08	\$204,096.83	(\$491,160.81)	\$0.00	\$0.00	\$0.00	\$1,274,239.10	



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

January 13, 2022,

TO: Fillmore County City Emergency Services

SUBJECT: 2022 Ambulance Subsidy Contracts

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

The proposed 2022 subsidy will amount to \$4,500.00 for each Ambulance Service and will be paid in one payment after the signed contracts are returned with the itemization of how the ambulance funds were used for the last contract period of January 1, 2021 through December 31, 2021.

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

The Fillmore County Board requested that the Fillmore County Ambulance Services be notified that the Ambulance Service must request any appropriation for 2022 by July 15, 2022.

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

Sincerely,

A handwritten signature in black ink that reads "Shannon Smidt".

Shannon Smidt
Fillmore County Auditor/Treasurer's Office
507-765-2665

AGREEMENT

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

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

I.

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

II.

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

III.

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

IV.

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

V.

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

VI.

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

VII.

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

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

The County agrees to pay to the Contractor during the term of this agreement \$4,500.00 for the period of January 1, 2022 through December 31, 2022. The County will make one payment for a total of \$4,500.00 for this contract period. Payment shall be made when all contracts from the contractor herein and other contractors for emergency service in Fillmore County are received.

XIII.

The parties hereto agree that the terms of this Contract shall be a period of 12 months, commencing on January 1, 2022 through December 31, 2022.

XIV.

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

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

XV.

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

XVI.

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

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

CITY OF HARMONY

FILLMORE COUNTY BOARD OF COMMISSIONERS

By: _____
Mayor

By: _____
Chairman

Clerk

Fillmore County Auditor/Treasurer

HARMONY CITY PROSECUTOR AGREEMENT

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

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

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

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

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

1. Services Provided:

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

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

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

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

2. Terms of Payment:

City agrees to pay County the hourly rate of \$85 for city prosecution services provided by paralegals and the hourly rate of \$120 for city prosecution services provided by attorneys.

Paralegal hourly rate: \$85.00 per hour

Attorney hourly rate: \$120.00 per hour

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

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

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

3. Term of Agreement:

The term of this agreement shall be for a period of one (1) year beginning March 1, 2022 and continuing until March 1, 2023. Either party may cancel this agreement upon sixty (60) days' written notice. The contract shall automatically renew upon the same terms and conditions unless a party hereto gives written notice to the other party as provided herein.

4. Standards and Licenses:

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

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

5. Independent Contractor Status:

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

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

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

6. Relationship of the Parties:

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

7. Subcontracting and Assignment:

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

8. Non-Assignability:

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

9. Data Practices:

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

10. Default and Termination:

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

11. Amendments - Entire Agreement:

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

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

12. Modifications:

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

13. Interpretation of Agreement; Venue:

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

14. Assumption of Liabilities/Insurance:

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

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

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

15. Fees:

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

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

IN WITNESS WHEREOF, Fillmore County and City of Harmony have executed this agreement as of the _____ day of _____, 2022:

County of Fillmore

By: _____
County Commissioner Date

By: _____
Bobbie Hillery/Administrator Date

City of Harmony

By: _____
Mayor Date

By: _____
City Councilperson Date

Fillmore County Attorney's Office

By: _____
Brett A. Corson/County Attorney Date

Environmental
Water Services



Operations &
Maintenance



Water & Wastewater
Services



City Of Harmony

Monthly Council Report

Reporting for the Month of January 2022

- 1.) WWTP Upgraded to fiber optic for internet and controls.
- 2.) Quality flow came out and did some warranty work on the Sludge Recirculation pump.
- 3.) Conducted MLSS checks Corey/Rick
- 4.) Checked biological activity under microscope Corey/Rick
- 5.) Spoke with Steve Bushman regarding UV bid.
- 6.) Adjusted returns and Oxygen In accordance with plant demands
- 7.) Completed DMR no violations or limit exceedances for the January 2022.

Resolution 22-04

Local Government Resolution

Applicant Name: The City of Harmony

BE IT RESOLVED that the City of Harmony (Applicant) act as the legal sponsor for the project contained in the Application to be submitted on or by March 11, 2022 (date) and that the Mayor (Title of First Authorized Official) and the City Administrator (Title of Second Authorized Official) are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Harmony (Applicant).

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

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

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

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

I CERTIFY THAT the above resolution was adopted by the City Council (governing body of Applicant) of the City of Harmony (Applicant) on _____ (date).

SIGNED:

WITNESSED:

(First Authorized Official)

(Signature)

Steve Donney, Mayor
(Title) (Date)

(Title) (Date)

(Second Authorized Official)

Devin Swanberg, City Administrator
(Title) (Date)



Conflict of Interest Disclosure

State of Minnesota
Request for Proposals

Instructions: Please return your completed form as part of the Response submittal.

Conflict of Interest Disclosure Form

This form gives applicants and grantees an opportunity to disclose any actual or potential conflicts of interest that may exist when receiving a grant. It is the applicant/grantee's obligation to be familiar with the Office of Grants Management (OGM) Grants Policy 08-01 Conflict of Interest Policy for State Grant-Making effective date 1/1/21 and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

I or my grant organization do NOT have an ACTUAL or POTENTIAL conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

I or my grant organization have an ACTUAL or POTENTIAL conflict of interest. (*Please describe below*):

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name: Steve Donney, Mayor

Signature:

Organization: City of Harmony

Date:

Citizen Participation Plan

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

Public Hearing

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

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

Formal notice of the public hearing must be provided, which follows the posting/publication requirement(s) of the Applicant. A public notice will also be posted in places frequented by the public, especially low and moderate income persons benefiting from or affected by proposed CDBG activities. As circumstances warrant and as the Applicant determine necessary or appropriate, participation may additionally be specifically solicited from persons of low and moderate income, those benefiting from or affected by CDBG activities and/or representatives of such persons. Hearings will be held at times and in locations convenient to potential and actual beneficiaries and with accommodation for the handicapped. In case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate, arrangements will be made to have an interpreter present. Citizens must be provided the opportunity to comment upon the original Citizen Participation Plan and on substantial amendments to it, or to the activities for which CDBG funds will be used.

Public Information and Records

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

Written Comments and Response

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

Applicant: City of Harmony

Signature of Chief Elected Official of Applicant: _____

Date: _____

Harmony EDA Minutes

January 6, 2022
7:30 AM

Community Center
Council Room

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

Also Present: Michael Himlie, Roxanne Johnson, Kelsey Bergey, Melissa Vander Plas, Devin Swanberg, and Chris Giesen

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

Minutes

The board reviewed the minutes of the January 6, 2022 and January 20, 2022 meetings. Motion by Schieber, second by Sagen to approve the minutes as presented. Motion carried unanimously.

Financial Reports & Claims

The board reviewed the loan portfolio. One past due loan was discussed. There was a payment claim from the Harmony Area Chamber of Commerce for the first half 2022 contribution in the amount of \$13,500. Giesen mentioned that he had received an inquiry from Steve Cremer of Hammel House development in regards to qualified builders in their subdivision, relative to their development agreement. The board agreed that there were no restrictions limiting who could build qualified houses under the development agreement. Motion by Sagen, second by Kingsley to approve the payment claim as presented. Motion carried unanimously.

Recommendations for Changes to Zoning Code: Follow Up Discussion

The board debriefed following the approval of its recommended moratorium on retail variety stores. It was noted that the moratorium was shortened to March 10, 2022 instead of the 90 days requested. Schieber explained the next procedural steps to occur: the planning and zoning board would review the recommended zoning amendment on February 8, 2022 with the option to continue that discussion at a second meeting at a to-be-determined date, if needed. The required public hearing will be scheduled to be held at the March 8, 2022 city council meeting.

Chamber of Commerce Report

Melissa Vander Plas was present to give the chamber report. She thanked the board for the continued support. She is currently working with Explore Minnesota to apply for the 2022 marketing grant which has reverted back to a dollar for dollar grant. The chamber is also revising the visitor guide map. Sagen asked if the new electric car chargers could be included on the map. The board agreed this would be a good idea. It was noted that this year is the 25th anniversary for the Harmony-Preston Valley state trail, the annual chamber meeting would be held on February 15, 2022 at the golf course, the chamber is looking for new board members to fill vacant seats, and the visitor's center is still closed for renovations.

Annual Harmony Real Estate Report: RE/MAX Select Properties

Roxanne Johnson and Kelsey Bergey were present to give an update on the 2021 real estate market trends and discuss their observations in the local market. They distributed the MLS stats for both Harmony and Preston. Johnson noted that in Harmony, houses

sold for 1% over list price on average. It appears that rising interest rates might cool the market a little bit, but that demand is still very strong with very little supply. Johnson reported that this is perhaps only the second time in her career that she didn't have any active listings because of the low volume of inventory. There were 19 listings in Harmony during 2021 with an average price of \$160,795. Roxanne noted that there is currently a shortage for independent senior living in Harmony. Bergey noted that she is seeing younger families buy homes and that they are qualifying for higher loan amounts than in the past. The board discussed the current housing status at length. It was noted that additional planning and taking stock of existing lot inventory might benefit future growth. It was also noted that Harmony is well positioned to take advantage of remote workers and those looking to move away from larger urban areas but have access to high quality services. The board thanked Johnson and Bergey for their insight and information.

Sagen left the meeting at 9:03 AM.

Prospects/Community Update

Giesen gave a brief update on prospects. He noted that he received an inquiry from a local resident with some suggestions regarding the potential solar energy project idea for the industrial park, which was discussed at a prior meeting. Giesen mentioned that the resident had good suggestions and will invite them to a future meeting for further discussion.

Giesen noted that the board will need to discuss ongoing maintenance and mowing in the industrial park at the next meeting as currently there is no one on schedule to mow the undeveloped areas for the 2022 season.

There was no other business.

Hearing no objections, Kingsley adjourned the meeting. The meeting adjourned at 9:24 AM.

The next regular meeting is scheduled for March 3, 2022 at 7:30 AM at the Community Center.