

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

January 9, 2024
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) Claims and December Checks
 - c) Cash in CD
 - d) Samantha Grabau Training – New Ulm
 - e) Fillmore County Prosecutor Agreement
5. New Business
 - a) Resolution 24-01 Annual Appointments
 - b) Land Agreement Resolution
 - c) Downtown Grant Program – recommend to continue
6. Reports
 - a) Building & Maintenance Report
 - i. WWTP Report
 - b) EDA Board
 - i. Annual Report
 - c) Harmony Chamber
 - d) Park Board
 - e) Library Board
 - f) Arts Board
 - g) Fire Department
 - h) Sheriff Report
7. Adjourn



December 12, 2023
COUNCIL

REGULAR MEETING

HARMONY CITY

A Regular Meeting of the Harmony City Council was called to order by Mayor Steve Donney. Present were Mayor Donney, Councilmembers Kyle Scheevel, Jesse Grabau, and Michael Himlie; City Clerk/Ambulance Director Samantha Grabau, Deputy Clerk Lisa Morken, Attorney Greg Schieber.

Also present were Terry Bigalk, Hannah Wingert, (Fillmore County Journal), Stephanie Morse, Craig Morem, Kyle McIntyre, Dustin Hanson, and Erica Thilges. Logan, Tjossem, Widseth was present during the Comprehensive Plan Hearing via telephone and a Teams presentation. Councilmember Domingo Kingsley was not present.

PUBLIC FORUM: None.

CONSENT AGENDA: Councilmember Grabau motioned to approve the consent agenda which consisted of minutes, claims and November checks, cash in CD, and cash balances. Councilmember Scheevel seconded the motion. A vote was held. All in favor. Motion carried.

PUBLIC HEARING OPEN: Comprehensive Plan - Logan Tjossem reviewed the final draft of the comprehensive plan. The final draft is also on the city website. Tjossem received one question from the public after the plan was posted online. Currently the city maps are not included as we are waiting for verification from the state of Minnesota. Tjossem suggested approving the comprehensive plan without the maps because we don't know how long state verification will take. Councilmember Grabau stated that the Planning & Zoning Committee recommends approving the Comprehensive Plan now and to not let the map verification hold anything up. Mayor Donney asked if future City Council members would be able to change the Comprehensive Plan. Both Attorney Greg Schieber and Logan Tjossem answered "yes". PUBLIC HEARING CLOSED. Councilmember Himlie motioned to approve the Comprehensive plan as presented. Resolution 23-15 adoption of comprehensive plan update (text only). Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried.

PUBLIC HEARING OPEN: Truth in Taxation, Property Tax Levy to the County Auditor in 2023 for taxes payable in 2024. There were no questions from the audience. PUBLIC HEARING CLOSED. Mayor Donney motioned to approve Resolution 23-16. Grabau seconded the motion. A vote was held. All in favor. Motion carried.

FIRE DEPARTMENT: Pumper Tanker truck request. Chief Craig Morem explained that it is time to replace the 1997 pumper. This will increase the capacity to three tanks for rural use. The cost is \$522,920. A new pumper will take three years to receive after it is ordered. If we pre-pay we can receive a discount of \$38,963. If we pay for half of the truck in advance the discount will be half. There is \$180,000 in the new truck fund and expected trade in value is \$150,000. Councilmember Grabau stated that the City of Harmony pays for half of the truck and the area townships pay for the other half. Grabau also stated that new emissions in 2027 will increase the cost the chassis. The City of Harmony currently does not qualify for any grants at

this time; however, there are loan options through the USDA. We could also check with First Southeast Bank and Compeer Financial should a loan be needed. Chief Morem stated that the chassis is what is taking so long, it will take a minimum of 3 years for this order to be complete. If payment is made now before the first of the year, there is a cost savings incentive and the 2027 emissions. Mayor Donney motioned to pay half-down on the new truck, \$261,460. \$180,000 from capital outlay and an inter-fund loan for the remainder. Councilmember Himlie seconded the motion. A vote was held. All in favor. Motion carried.

FILLMORE COUNTY SHERIFF'S CONTRACT RENEWAL: Last fall Sheriff DeGeorge explained that the new contract will include billing at a per hour rate. We also no longer own a squad car. We may pay annually or quarterly. Councilmember Scheevel motioned to approve the Fillmore County Sheriff's Contract. Councilmember Himlie seconded the motion. A vote was held. All in favor. Motion carried.

WWTP WASHER COMPACTOR & BAR SCREEN INSTALL: Councilmember Grabau stated that last summer a quote was approved to replace the compactor at the Waste Water Treatment Plant. We recently received a quote to replace the compactor and the bar screener for \$55,231 is needed to complete this project. Per Terry Bigalk the current bar screener has been in place the early 1990's or before. Councilmember Himlie asked if there is enough money in the sewer fund to pay for the compactor and bar screener. Councilmember Grabau stated that there is potential for a rate increase. Mayor Donney motioned to approve the quote to install a new WWTP compactor and bar screener. Grabau seconded the motion. A vote was held. All in favor. Motion carried.

GEOTECHNICAL BORING: City Engineer Brett Grabau sent proposal requests to four companies for soil boring for the upcoming 2024 street project. Grabau would like to request approval of Chosen Valley Testing's proposal and move forward with the street and utility project. The bid is reasonable. Councilmember Scheevel motioned to approve the CVT proposal. Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried.

EDA Requests:

1. **Downtown Revitalization** – The EDA recommended to fund Becky Meyers' request for a grant of \$29,502 to tuck point the top of her building (65 Main Ave N) and replace entry doors. In addition, since the annual budget for this program is \$40,000 and Meyers' request did not utilize the full amount of funding available, the EDA also recommends utilizing the remaining budget of \$10,498 for part of the proposal made by Eddie Swartzentruber. The EDA recommends utilizing these remaining funds to fund the tuck pointing of the front side of Swartzentruber's commercial building (108 & 114 Main Ave N). He will fund any additional costs for tuck pointing the front of the building as a match. He will wait to tuck point any other sides of this building for the future. Mayor Donney motioned to approve EDA's request for the Revitalization Grant. Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried.

2. Bike Trail Extension Land Acquisition - The DNR's design required easements on a property that was not a part of the initial acquisition. In discussions with that landowner, they were not able to accommodate our requests for the needed temporary easements. An alternate option is to shift the trail accordingly to avoid temporary easements on this particular property. The city will need to acquire a small area from two different landowners. Anticipated cost is around \$10,000 or less. The EDA anticipates to fund this acquisition out of a grant from the Harmony Area Community Foundation and has requested that the State of Minnesota reimburse the city for these purchases. Councilmember Himlie motioned to authorize the purchase of additional land for the bike trail project as recommend by EDA. Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried.
3. New Home Rebate Program Renewal - Councilmember Grabau motioned to renew the New Home Construction Rebate program for 2024. Councilmember Scheevel seconded the motion. A vote was held. All in favor. Motion carried.

EARNED SICK & SAFE TIME: Resolution 23-17 - Effective January 1, 2024, Minnesota's earned sick and safe time law (ESST), requires employers to provide earned sick and safe paid leave to employees who work in Minnesota. Employers must provide each employee in Minnesota with one hour of ESST for every 30 hours worked, with the ability to accumulate at least 48 hours of ESST each year. The current full-time staff are included in the ESST law, but already accrue more PTO time than the law requires employees to earn. The personnel policy will be amended to reflect the ESST language. Councilmember Himlie motioned to APPROVE Resolution 23-17. Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried.

ABDO: Accounting Services Proposal – City Clerk Grabau explained an offer from ABDO. They offer financial services support to help onboard new employees, process improvements and automation. ABDO hosts trainings, and records trainings for future use and reference. ABDO will also provide a point of contact for best practice questions for the new finance clerk. The estimated cost is \$15,000 to \$20,000. Mayor Donney motioned to approve the ABDO proposal. Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried.

PERSONNEL COMMITTEE: Four interviews were conducted for the open Finance Clerk position. The Personnel Committee recommends hiring Karen Apenhorst. Councilmember Grabau motioned to approve hiring Karen Apenhorst as the new Finance Clerk, at Grade 3, step 2. Councilmember Himlie seconded the motion. A vote was held. All in favor. Motion carried.

POLLING PLACE, Resolution 23-14: Mayor Donney motioned to designate the Harmony Community Center at 225 3rd Ave SW as the polling place for the City of Harmony for 2024 and 2025. Councilmember Scheevel seconded the motion. A vote was held. All in favor. Motion carried.

REPORTS:

BUILDING & MAINTENANCE:

WWTP: Please don't dump food grade grease down your drain. It creates FOG and can damage the WWTP.

EDA: Please see minutes in packet.

CHAMBER: Holidays in Harmony event is tomorrow.

PARK BOARD: None.

ARTS BOARD: Holiday Lights Contest was successful.

FIRE DEPARTMENT: New pumper tanker truck requested.

SHERIFF'S REPORT: Please see report in packet.

LIBRARY BOARD: The library earned over \$1,000 in books by hosting a Book Fair. There will be an open house on December 22nd to say goodbye to Deb Mall. The new part-time Librarian is Tersa Jeché. Welcome Teresa!

Upon no further business, Mayor Donney adjourned the meeting.

Lisa Morken, Deputy Clerk

Mayor Steve Donney

CITY OF HARMONY

01/05/24 10:25 AM

Page 1

***Check Summary Register©**

December 2023

	Name	Check Date	Check Amt	
10101	1st Southeast Bank-G			
779e	Nationwide Retirement Solution	12/4/2023	\$500.00	Nov. Nationwide
780e	WEX HEALTH, INC.	12/4/2023	\$397.50	Nov. HSA/VEBA
781e	BPAS	12/4/2023	\$132.50	Nov. BPAS VEBA pmt
782e	PUBLIC EMPLOYEES RETIREME	12/4/2023	\$980.00	Nov. PERA 928900
783e	PUBLIC EMPLOYEES RETIREME	12/4/2023	\$4,389.38	PERA 511800
784e	MINNESOTA REVENUE	12/4/2023	\$1,247.03	Nov. State withholding
785e	INTERNAL REVENUE SERVICE	12/4/2023	\$8,220.45	Nov. SSI
786e	MN CHILD SUPPORT PAYMENT	12/4/2023	\$565.00	Nov. Child support
787e	FIRST SOUTHEAST BANK	12/1/2023	\$150.00	Nov. FSA Contribution
788e	SOUTHEAST SERVICE CO-OP	12/1/2023	\$1,963.51	Nov. Health Ins.
789e	WEX BANK	12/8/2023	\$881.42	Brian truck fuel
794e	Nationwide Retirement Solution	12/28/2023	\$500.00	Dec. Nationwide
795e	WEX HEALTH, INC.	12/29/2023	\$397.50	Dec. HSA/VEBA
796e	BPAS	12/29/2023	\$132.50	Dec. BPAS VEBA pmt
797e	PUBLIC EMPLOYEES RETIREME	12/29/2023	\$980.00	Dec. PERA 928900
798e	PUBLIC EMPLOYEES RETIREME	12/29/2023	\$8,389.48	PERA 511800
799e	INTERNAL REVENUE SERVICE	12/29/2023	\$13,231.48	Dec. SSI - monthly and annual
800e	MN CHILD SUPPORT PAYMENT	12/29/2023	\$565.00	Dec. Child support
801e	FIRST SOUTHEAST BANK	12/29/2023	\$150.00	Dec. FSA Contribution
802e	MINNESOTA REVENUE	12/29/2023	\$1,303.55	Dec. State Withholding
68897	BRUENING ROCK PRODUCTS, IN	11/14/2023	(\$1,226.71)	Washed concrete sand
68961	Schieber, Greg	12/11/2023	\$369.40	
68962	Batstone, Andrew G.	12/11/2023	\$369.40	
68963	Hanlon, Bill	12/11/2023	\$1,523.77	
68964	Himlie, Michael	12/11/2023	\$2,031.70	
68965	Kingsley, Kerry	12/11/2023	\$461.75	
68966	Mayer, Randy L	12/11/2023	\$812.68	
68967	McIntosh, Keith W.	12/11/2023	\$327.84	
68968	Morem, Craig	12/11/2023	\$1,902.41	
68969	Skaalen, Chris	12/11/2023	\$50.79	
68970	Solberg, Dennis	12/11/2023	\$475.60	
68971	Bahl, Ross	12/11/2023	\$969.67	
68972	Brunsvold, Bailey	12/11/2023	\$429.43	
68973	Gatzke, Blaine V.	12/11/2023	\$184.70	
68974	Kiehne, Todd R.	12/11/2023	\$480.22	
68975	Kingsley, Andrew F	12/11/2023	\$507.92	
68976	Koliha, Brandon R.	12/11/2023	\$586.42	
68977	McIntyre, Kyle	12/11/2023	\$692.62	
68978	Morem, Chris	12/11/2023	\$591.04	
68979	Morem, Kyle S	12/11/2023	\$1,080.49	
68980	Scheevel, Kyle	12/11/2023	\$2,461.13	
68981	ANCOM TECHNICAL CENTER	12/12/2023	\$2,708.51	Maintenance contract 2024
68982	AT&T MOBILITY	12/12/2023	\$82.96	Ambulance cell phone and hotspot
68983	BAKER & TAYLOR	12/12/2023	\$302.24	Book, Assistant to the Villan
68984	BANYON DATA SYSTEMS, INC	12/12/2023	\$1,074.00	Banyon software support
68985	BAUER BUILT TIRE LEROY	12/12/2023	\$2,708.36	Replaced tires on ambulance
68986	BIGALK, TERRY	12/12/2023	\$270.21	Uniform allowance
68987	BRUENING ROCK PRODUCTS, IN	12/12/2023	\$1,226.71	Replace voided check. Washed concrete sand
68988	CANON FINANCIAL SERVICES, I	12/12/2023	\$44.00	Copier lease
68989	CENTRAL PENSION FUND	12/12/2023	\$310.53	Union pension
68990	CULLIGAN	12/12/2023	\$64.40	Drinking water and dispenser rent
68991	Custom Alarm	12/12/2023	\$884.53	Fire alarm inspection
68992	DOWE, BETTY	12/12/2023	\$140.00	Harmony Bucks Bingo prizes
68993	CARDMEMBER SERVICES	12/12/2023	\$2,913.60	Amazon, Chair sliders

CITY OF HARMONY

01/05/24 10:25 AM

Page 2

*Check Summary Register©

December 2023

Name	Check Date	Check Amt	
68994	EMERGENCY MEDICAL PRODUC	12/12/2023	\$115.06 Nebulizer w/mask, NRB w/vent, Cannula
68995	EMS Management & Consultant, I	12/12/2023	\$464.80 24 trips coded
68996	ENVIRONMENTAL WATER SERVI	12/12/2023	\$1,500.00 WWTP Operations/Mgmt - Nov.
68997	FILLMORE CENTRAL POST PRO	12/12/2023	\$100.00 Post Prom donation 2024
68998	FILLMORE COUNTY JOURNAL	12/12/2023	\$288.70 Help Wanted Ad - Finance Clerk
68999	GOPHER STATE ONE CALL, INC	12/12/2023	\$10.80 8 locates
69000	GRABAU, SAMANTHA	12/12/2023	\$47.29 Mileage for training in St Charles
69001	HAMMELL EQUIPMENT	12/12/2023	\$777.00 Replaced hdro motor on sander
69002	HARMONY CHAMBER OF COMM	12/12/2023	\$2,265.46 Q3 Country Lodge & Elevated Home.
69003	HARMONY FOODS	12/12/2023	\$21.84 Paper plates kleenex
69004	HARMONY GARDENS & FLORAL,	12/12/2023	\$149.98 Floral arrange., Golden Happenings
69005	HARMONY PUBLIC UTILITIES	12/12/2023	\$9,105.83 Parks electric
69006	HARMONY TELEPHONE COMPA	12/12/2023	\$678.26 Administration phone
69007	HAWKINS, Inc.	12/12/2023	\$30.00 2 chlorine cylinders - water
69008	HEGG TRUCK & TRAILER REPAI	12/12/2023	\$817.68 MN DOT inspect, fuel filters, oil change
69009	I.U.O.E. LOCAL 49 FRINGE BENE	12/12/2023	\$4,260.00 Union health insurance
69010	IRONSIDE TRAILER SALES	12/12/2023	\$87.95 Oil change, tire rotation Terry's truck
69011	IUOE LOCAL #49	12/12/2023	\$105.00 Union dues Dec 23
69012	KINGSLEY MERCANTILE	12/12/2023	\$7,493.26 Zip ties
69013	KIRVIDA FIRE	12/12/2023	\$1,641.36 2023 Pump test 1997 Freightliner
69014	KWIK TRIP, INC	12/12/2023	\$861.54 Terry's truck fuel - Visitors Center
69015	THE LEADERSHIP GROWTH GR	12/12/2023	\$654.94 The Likability Trap, Women & Leadership
69016	LOFFLER Companies, Inc	12/12/2023	\$26.49 Copier maintenance fee
69017	MAYO CLINIC AMBULANCE	12/12/2023	\$692.73 Intercept charges 23-120287
69018	METERING & TECHNOLOGY SOL	12/12/2023	\$11,468.80 ST-AMI Meters
69019	MIENERGY COOPERATIVE	12/12/2023	\$60,039.11 Power for Resale - December
69020	Brian Michel	12/12/2023	\$300.00 Uniform allowance
69021	MN DEPT OF COMMERCE	12/12/2023	\$61.35 3rd Quarter assessment
69022	MN DEPT OF HEALTH	12/12/2023	\$1,462.00 Quarterly water connection fee
69023	MOREM ELECTRIC, INC	12/12/2023	\$5,132.55 Change meter socket, 114 Main Ave N
69024	NCPERS Group Life Ins.	12/12/2023	\$16.00 511800 Life insurance
69025	Nethercut Schieber Attorneys,	12/12/2023	\$637.50 November legal service fees
69026	Nolan Lumber Company	12/12/2023	\$615.68 Steel door - shop
69027	ON THE CRUNCHY SIDE	12/12/2023	\$195.50 Golden Happening Xmas party
69028	PLUNKETTS PEST CONTROL, IN	12/12/2023	\$85.20 Rodent control program
69029	PRESTON AUTO PARTS	12/12/2023	\$50.83 Cable ties 3 inch, cable ties 14"
69030	RICHARDS SANITATION, LLC	12/12/2023	\$7,973.89 rash & recycling service - Nov.
69031	SOLBERG WELDING	12/12/2023	\$210.00 Remove leaf box
69032	SOUTHEASTERN LIBRARIES CO	12/12/2023	\$331.98 Basic services & Tech support
69033	Stantec Consulting Services, I	12/12/2023	\$16,390.76 2 person survey crew
69034	THILGES, ERICA	12/12/2023	\$400.00 The Bite pizza for Moster Bash volunteers
69035	UNIVERSAL TRUCK EQUIPMENT	12/12/2023	\$886.97 Dir drive motor, seal saver, bushings
69036	USABLE LIFE	12/12/2023	\$57.20 101421301G Life insurance
69037	UTILITY CONSULTANTS, INC	12/12/2023	\$1,996.79 Sample dates 13/31, 11/1, 11/8, 11/15, 11/21
69038	WIDSETH SMITH NOLTING & ASS	12/12/2023	\$2,150.00 Map updates, Comm. Night out, meeting
69039	HEGG TRUCK & TRAILER REPAI	12/13/2023	\$1,666.68 MN DOT inspec, 2 batteries, oil change, antifre
69040	MACQUEEN EQUIPMENT	12/22/2023	\$261,460.00 Pumper-Tanker partial pmt
500484e	Annually ACH	12/11/2023	\$11,442.14
500506e	Monthly ACH	12/29/2023	\$27,954.48
Total Checks			\$518,070.00

CITY OF HARMONY
City Council Claims for Review

01/09/24 3:53 PM

Page 1

January 9, 2024

Fund Descr	Object of Expense	Vendor	Comments	Amount
101 General Fund				
General Fund	Union Central Pension Fund	CENTRAL PENSION FUND	Dec. Union Pension Fund	\$298.24
General Fund	Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union Insurance	\$3,207.00
General Fund	Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union Insurance	\$1,053.00
General Fund	Union Dues	IUOE LOCAL #49	Union Dues	\$105.00
General Fund	NCPERS Insurance	NCPERS GROUP LIFE INS	511800	\$16.00
General Fund	Life Insurance	USABLE LIFE	101421301G	\$57.20
General Fund	Copy/Fax Supplies	ELAN FINANCIAL SERVICES	Amazon - Copy paper	\$54.05
General Fund	Dues	SE MN LEAGUE OF MUNICIPALITIES	SEMLM annual dues	\$50.00
General Fund	Envelopes and Letterhead	ELAN FINANCIAL SERVICES	Amazon - Envelopes, tacks	\$76.90
General Fund	General Operating Supplies	1 SOURCE	Wrist rest, organizer, scissors, pens, etc	\$139.28
General Fund	General Operating Supplies	ELAN FINANCIAL SERVICES	Amazon - Folder labels	\$24.50
General Fund	Office Accessories	ELAN FINANCIAL SERVICES	Amazon - desk calendar refill	\$12.84
General Fund	Office Accessories	ELAN FINANCIAL SERVICES	U Lline - Office chair	\$233.85
General Fund	Postage	QUADIENT, INC.	Postage	\$93.00
General Fund	Postage	QUADIENT, INC.	Postage machine rent, postage	\$247.88
General Fund	Postage	QUADIENT, INC.	Postage machine rent	\$73.32
General Fund	Repair/Maint Office Equipment	METRO SALES	Contract Base - January	\$53.00
General Fund	Repair/Maint Office Equipment	METRO SALES	December 2023 usage	\$207.62
General Fund	Repair/Maint Office Equipment	METRO SALES	Printer/Copier contract base & usage	\$90.03
General Fund	Taxes, Licenses & Permits	ASCAP	2024 Copyright License	\$217.00
General Fund	Taxes, Licenses & Permits	MN DEPT OF PUBLIC SAFETY (LCD)	2001 HMDE Trailer	\$21.25
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Civil Defense	\$94.10
General Fund	Contractual Services	CUSTOM ALARM	Fire alarm monitorng 2024	\$110.22
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Community Center electricity	\$2,453.55
General Fund	General Operating Supplies	DALCO	Toilet tissue, Community Center	\$90.08
General Fund	General Operating Supplies	DALCO	Hand towels, Community Center	\$66.05
General Fund	General Operating Supplies	DALCO	Hand soap, Community Center	\$85.44
General Fund	Repair/Maint Bldg/Structures	CUSTOM ALARM	Remote support 2024	\$40.00
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Community Center sewer	\$66.48
General Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Adapters, washers, copper, putty	\$165.85
General Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Power strip, wrench, batteries, super glue,	\$110.61
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Administration	\$271.15
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Community Center water	\$44.19
General Fund	Planning & Development Fees	STANTEC CONSULTING SERVICES, I	Preliminary survey, existing conditions insp	\$2,610.00
General Fund	Planning & Development Fees	STANTEC CONSULTING SERVICES, I	City Council meetings, street project	\$50.00
General Fund	Program Services	HARMONY FOODS	Juice, peanut butter, almond bark	\$25.62

CITY OF HARMONY
City Council Claims for Review

01/09/24 3:53 PM

Page 2

January 9, 2024

Fund Descr	Object of Expense	Vendor	Comments	Amount
General Fund	General Operating Supplies	HARMONY FOODS	Forks, knives	\$5.67
General Fund	General Operating Supplies	HARMONY FOODS	Napkins, coffee, filters	\$28.95
General Fund	General Operating Supplies	HARMONY FOODS	Bags	\$8.48
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	Snow/Ice, truck fuel	\$110.68
General Fund	Motor Fuels/Lubricants	WEX	Corey's truck fuel	\$203.21
General Fund	Taxes, Licenses & Permits	MN DEPT OF PUBLIC SAFETY (LCD)	2019 International	\$21.25
General Fund	Taxes, Licenses & Permits	MN DEPT OF PUBLIC SAFETY (LCD)	2021 Dodge Ram	\$21.25
General Fund	Taxes, Licenses & Permits	MN DEPT OF PUBLIC SAFETY (LCD)	2009 International	\$21.25
General Fund	Legal Fees	FILLMORE COUNTY ATTORNEY	Prosecution fees - December	\$61.50
General Fund	Legal Fees	FILLMORE COUNTY ATTORNEY	Print report, prepare evidence	\$53.00
General Fund	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	Legal fees Sick & Safe rules, etc.	\$405.00
General Fund	General Operating Supplies	CULLIGAN	Drinking water and dispenser rent	\$88.50
General Fund	Planning & Development Fees	WIDSETH SMITH NOLTING & ASSOC	Professional services thru 12/8, 3.5 hrs	\$630.00
General Fund	Wages & Salaries	GRABAU, JESSE	Planning and Zoning Meetings	\$200.00
General Fund	Wages & Salaries	JOHNSON, RODNEY J	Planning and Zoning Meetings	\$150.00
General Fund	Wages & Salaries	OLSON, ERIK	Planning and Zoning meetings	\$150.00
General Fund	Wages & Salaries	PETREE, MILES	Planning and Zoning	\$200.00
General Fund	Wages & Salaries	STROZYK, JIMMY	Planning and Zoning Meetings	\$150.00
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Police	\$44.48
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Maintenance Shop electricity	\$158.70
General Fund	General Operating Supplies	ELAN FINANCIAL SERVICES	Amazon - Lithium batteries	\$17.58
General Fund	General Operating Supplies	ZEP MANUFACTURING COMPANY	Winter formula + sprayers	\$94.90
General Fund	Repair/Maint Bldg/Structures	PLUNKETTS PEST CONTROL, INC	Rodent control program	\$85.20
General Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Torch, caulk gun, batteries, ratchet strap	\$150.92
General Fund	Taxes, Licenses & Permits	MN DEPT OF PUBLIC SAFETY (LCD)	2009 FMC Trailer	\$21.25
General Fund	Taxes, Licenses & Permits	MN DEPT OF PUBLIC SAFETY (LCD)	2002 Zier Trailer	\$21.25
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Shop	\$50.85
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Maintenance Shop water	\$19.17
General Fund	Contractual Services	HARMONY TOWNSHIP	2022-2023 Snow plowing rural roads	\$1,400.34
General Fund	Contractual Services	HARMONY TOWNSHIP	2022-2023 Gravel Road blading	\$1,372.21
General Fund	Motor Fuels/Lubricants	RUN RIGHT POWER LLC	2 quarts premix fuel - streets	\$17.98
General Fund	Taxes, Licenses & Permits	MN DEPT OF PUBLIC SAFETY (LCD)	2017 Chevy Silverado	\$21.25
General Fund	Lodging Tax	HARMONY CHAMBER OF COMMERCE	23 Q4 Lodging tax- Evolve, Elevated Home	\$202.64
General Fund	Cleaning Supplies	HARMONY FOODS	Hefty bags	\$3.49
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Visitor's Center electricity	\$135.97
General Fund	General Operating Supplies	DALCO	Toilet tissue, Visitor's Center	\$51.83
General Fund	General Operating Supplies	DALCO	Hand soap, Visitor's Center	\$85.44
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	VC fuel	\$47.62

CITY OF HARMONY

City Council Claims for Review

01/09/24 3:53 PM

Page 3

January 9, 2024

Fund Descr	Object of Expense	Vendor	Comments	Amount
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	CC fuel	\$47.62
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Visitor's Center sewer	\$26.31
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Visitor's Center water	\$17.72
101 General Fund				<u>\$19,217.76</u>
201 DTED Revolving Loan Program				
DTED Revolving Loan Pr	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	Harmony Spirits	<u>\$75.00</u>
201 DTED Revolving Loan Program				<u>\$75.00</u>
211 Library Fund				
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$121.17
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$53.52
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$187.03
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$33.75
Library Fund	Media-Books	BAKER & TAYLOR	Book - Iron Flame	\$17.40
Library Fund	Media-Books	BAKER & TAYLOR	Books	\$666.47
Library Fund	Media-Books	BAKER & TAYLOR	Books	\$281.47
Library Fund	Media-Books	BAKER & TAYLOR	Upside Down, Hannah Thunder Dragon	\$20.49
Library Fund	Media-Books	CENTER POINT LARGE PRINT	Large print book subscription	\$1,711.44
Library Fund	Media-Books	JUNIOR LIBRARY GUILD	Children's book subscription	\$1,320.62
Library Fund	Media-E-Audio	SOUTHEASTERN LIBRARIES COOP	Tumblebook Subscription	\$499.00
Library Fund	Media-Video	BAKER & TAYLOR	Movie - Miracle Club	\$15.74
Library Fund	Office Accessories	ELAN FINANCIAL SERVICES	Amazon - Spine tape label	\$91.55
Library Fund	Office Accessories	QUILL CORPORATION	Name plate for Teresa	\$16.98
Library Fund	Program Supplies	HARMONY FOODS	Open House treats	\$28.04
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	\$20.99
Library Fund	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Basic Services & Tech Support	\$331.98
Library Fund	Telephone	HARMONY TELEPHONE COMPANY	Library	<u>\$84.99</u>
211 Library Fund				<u>\$5,546.63</u>
222 Fire Fund				
Fire Fund	Dues	VOLUNTEER FIREFIGHTER S BENEFIT	25 Volunteer Fire Fighters benefit renew	\$250.00
Fire Fund	Motor Fuels/Lubricants	WEX	Fire Dept Fuel	\$261.77
Fire Fund	Repair/Maint Vehicles	HEGG TRUCK & TRAILER REPAIR	Inspected 5 firetrucks. 12.5 hours labor +	\$2,453.35
Fire Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Rivet tool, rivets, hardware	\$36.07
Fire Fund	Taxes, Licenses & Permits	MN DEPT OF PUBLIC SAFETY (LCD)	2020 HTC Trailer	\$21.25
Fire Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Fire Station electricity	\$322.23

CITY OF HARMONY

City Council Claims for Review

01/09/24 3:53 PM

Page 4

January 9, 2024

Fund Descr	Object of Expense	Vendor	Comments	Amount
Fire Fund	Repair/Maint Bldg/Structures	KINGSLEY MERCANTILE	Relocate plumbing for washer/dryer	\$1,037.91
Fire Fund	Repair/Maint Bldg/Structures	MID-AMERICA BACKFLOW PREVENTE	Backflow testing, Firehall	\$150.00
Fire Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Fire Station sewer	\$33.16
Fire Fund	Telephone	HARMONY TELEPHONE COMPANY	Fire	\$48.27
Fire Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Fire Station water	\$22.23
222 Fire Fund				<u>\$4,636.24</u>
223 Ambulance Fund				
Ambulance Fund	General Operating Supplies	ELAN FINANCIAL SERVICES	Dell - laptop batteries (2)	\$188.96
Ambulance Fund	Medical Supplies	ELAN FINANCIAL SERVICES	Bound Tree -C-collars, gauze, emesis bags	\$151.08
Ambulance Fund	Medical Supplies	ELAN FINANCIAL SERVICES	Bound Tree - splint kits, mega mover, ECG	\$416.60
Ambulance Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	AMB FUEL	\$634.60
Ambulance Fund	Motor Fuels/Lubricants	WEX	Amb fuel	\$75.34
Ambulance Fund	Training Fees	DRINKWINE, JOSEPH	NREMT testing reimbursement	\$104.00
223 Ambulance Fund				<u>\$1,570.58</u>
251 Park Fund				
Park Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Parks, electricity	\$211.83
Park Fund	Wages & Salaries	GRABAU, JESSE	Park Board Meetings	\$200.00
Park Fund	Wages & Salaries	KRENZKE, KELLIE JO	Park Board meetings	\$200.00
Park Fund	Wages & Salaries	PETREE, MILES	Park Board Meetings	\$200.00
Park Fund	Wages & Salaries	SCHEEVEL, KYLE	Park Board Meetings	\$200.00
Park Fund	Wages & Salaries	STELPFLUG, ALISSA	Park Board meetings	\$175.00
251 Park Fund				<u>\$1,186.83</u>
261 Arts Fund				
Arts Fund	Taxes, Licenses & Permits	ASCAP	2024 Copyright License	\$217.00
Arts Fund	Wages & Salaries	HIMLIE, MICHAEL	Arts Board Meetings	\$225.00
Arts Fund	Wages & Salaries	OMMEN, LU	Arts Board Meetings	\$225.00
Arts Fund	Wages & Salaries	Patterson, Matthew	Arts Board Meetings	\$50.00
Arts Fund	Wages & Salaries	SLINDEE, LORI	Arts Board Meetings	\$225.00
Arts Fund	Wages & Salaries	THILGES, ERICA	Arts Board Meetings	\$225.00
261 Arts Fund				<u>\$1,167.00</u>
318 G.O. Bond 2021 (refi)				
G.O. Bond 2021 (refi)	Debt Service Interest	FIRST SOUTHEAST BANK	Master cash flow utility rev note 2021C int	\$3,503.50
G.O. Bond 2021 (refi)	Debt Service Interest	FIRST SOUTHEAST BANK	Improvement utility rev note 2021C intere	\$3,139.50
G.O. Bond 2021 (refi)	Debt Service Interest	FIRST SOUTHEAST BANK	Water utility rev note 2021C interest	\$304.00
G.O. Bond 2021 (refi)	Debt Service Principal	FIRST SOUTHEAST BANK	Improvement utility rev note 2021C princi	\$94,000.00

CITY OF HARMONY
City Council Claims for Review

01/09/24 3:53 PM
Page 5

January 9, 2024

Fund Descr	Object of Expense	Vendor	Comments	Amount
G.O. Bond 2021 (refi)	Debt Service Principal	FIRST SOUTHEAST BANK	Water utility rev note 2021C principal	\$11,000.00
G.O. Bond 2021 (refi)	Debt Service Principal	FIRST SOUTHEAST BANK	Master cash flow utility rev note 2021C pri	\$105,000.00
318 G.O. Bond 2021 (refi)				\$216,947.00
319 2020 Street GO BOND				
2020 Street GO BOND	Debt Service Interest	FIRST INDEPENDENT BANK-RUSSELL	GO Bond 2020A Interest	\$16,672.50
2020 Street GO BOND	Debt Service Principal	FIRST INDEPENDENT BANK-RUSSELL	GO Bond 2020A Principal	\$199,000.00
319 2020 Street GO BOND				\$215,672.50
321 21-A MiEnergy loan				
21-A MiEnergy loan	Debt Service Interest	FIRST SOUTHEAST BANK	Dairyland improvement, Series 2021B inte	\$2,223.00
21-A MiEnergy loan	Debt Service Principal	FIRST SOUTHEAST BANK	Dairyland improvement, Series 2021 B prin	\$25,000.00
321 21-A MiEnergy loan				\$27,223.00
420 TIF District #6 (HECO)				
TIF District #6 (HECO)	Financial Services Fees	FILLMORE COUNTY AUDITOR	2024 Special assessment fees/new	\$50.00
420 TIF District #6 (HECO)				\$50.00
601 Water Fund				
Water Fund	Debt Service Interest	MPFA	2016 well note interest	\$2,685.00
Water Fund	General Operating Supplies	ELAN FINANCIAL SERVICES	Amazon - Printer ink	\$28.48
Water Fund	General Operating Supplies	ELAN FINANCIAL SERVICES	USABlueBook, Chlorine powder pillows	\$38.71
Water Fund	Postage	ELAN FINANCIAL SERVICES	USPS - Water sample postage	\$5.50
Water Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Pumphouse 1, 2, 3	\$1,064.23
Water Fund	General Operating Supplies	HARMONY FOODS	Sandwich bags for samples	\$7.18
Water Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	2 Coliform 11.23	\$46.20
Water Fund	Management Fees	MMUA	Safety Mgmt Prog- Jan, Feb, Mar 24	\$1,244.13
601 Water Fund				\$5,119.43
602 Sewer Fund				
Sewer Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Freight	\$31.00
Sewer Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Chlorine cylinder - WWTP	\$10.00
Sewer Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Dechlor tablets	\$2,761.65
Sewer Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Chlorine cylinder return freight	\$20.00
Sewer Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Chlorine	\$302.13
Sewer Fund	Contractual Services	ENVIRONMENTAL WATER SERVICES	WWTP Operation/Mgmt - Dec.	\$1,500.00
Sewer Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	WWTP, Lift stat. 1 & 2 electricity	\$1,422.74
Sewer Fund	Engineering Fees	STANTEC CONSULTING SERVICES, I	UV disinfection concept design, WWTP	\$1,818.25
Sewer Fund	General Operating Supplies	HARMONY FOODS	WWTP	\$7.49

CITY OF HARMONY
City Council Claims for Review

01/09/24 3:53 PM
Page 6

January 9, 2024

Fund Descr	Object of Expense	Vendor	Comments	Amount
Sewer Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	WWTP sample dates 11/29, 12/6,13	\$643.32
Sewer Fund	Management Fees	MMUA	Safety Mgmt Prog- Jan, Feb, Mar 24	\$1,244.13
Sewer Fund	Repair/Maint Machinery/Equip	QUALITY FLOW SYSTEMS, INC	Service check - 2 lift stations	\$900.00
Sewer Fund	Repair/Maint Machinery/Equip	RUN RIGHT POWER LLC	Repair 2 wheel cart	\$80.56
Sewer Fund	Repair/Maint Other Improve	K&R EQUIPMENT, INC	2023 sludge hauling	\$2,598.92
Sewer Fund	Repair/Maint Other Improve	MID-AMERICA BACKFLOW PREVENTE	Backflow testing, WWTP	\$150.00
Sewer Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	WWTP, Lift stat. 1 & 2 SEWER	\$1,913.00
Sewer Fund	Small Tools and Minor Equip	K&R EQUIPMENT, INC	6 inch Roll-up hose, clamps, male end	\$368.57
Sewer Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Nozzles, snaps	\$78.91
Sewer Fund	Telephone	HARMONY TELEPHONE COMPANY	Sewer dialers/Lifts	\$87.19
Sewer Fund	Training Fees	ELAN FINANCIAL SERVICES	WWTP training Feb 2024 Corey	\$331.99
Sewer Fund	Training Fees	ELAN FINANCIAL SERVICES	WWTP training Feb 2024 Terry	\$331.99
Sewer Fund	Utility Maint Materials	ELAN FINANCIAL SERVICES	USABlueBook, micro slides, feeds tube, DO	\$298.86
Sewer Fund	Utility Maint Materials	ELAN FINANCIAL SERVICES	USABlueBook, feed tube with cap	\$71.97
Sewer Fund	Utility Maint Materials	TEAM LABORATORY CHEM. CORP.	Lift station degreaser, siphon drum pump	\$2,490.00
Sewer Fund	Water Utilities	HARMONY PUBLIC UTILITIES	WWTP, Lift stat. 1 & 2 water	\$1,261.17
602 Sewer Fund				<u>\$20,723.84</u>
603 Solid Waste Fund				
Solid Waste Fund	Refuse/Garbage Disposal	RICHARDS SANITATION, LLC	Trash & recycle serv - Dec.	<u>\$8,024.30</u>
603 Solid Waste Fund				<u>\$8,024.30</u>
604 Electric Fund				
Electric Fund	Utility Deposits	LOUGH, ABIGAIL	Utility deposit 35 1/2 1st Ave SE	\$150.00
Electric Fund	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$58,895.04
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Town Clock electricity	\$14.27
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Streetlights, electricity	\$1,032.29
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Car charger electricity	\$24.04
Electric Fund	General Operating Supplies	ELAN FINANCIAL SERVICES	USABlueBook, Padlock high security	\$46.86
Electric Fund	Management Fees	MMUA	Safety Mgmt Prog- Jan, Feb, Mar 24	\$1,244.13
Electric Fund	Motor Fuels/Lubricants	WEX	Brian's truck fuel	\$56.56
Electric Fund	Repair/Maint Other Equipment	MOREM ELECTRIC, INC	Water Tower Antenna for metering	\$976.92
Electric Fund	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	Replace check 68765. 25 tickets	\$33.75
Electric Fund	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	7 Locates	\$9.45
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	Disconnect/reconnect for repair	\$460.00
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	Wired CT cab & meter socket	\$1,065.97
Electric Fund	Repair/Maint Other Improve	MOREM ELECTRIC, INC	Repaired light in parking lot, & in VC	\$383.11
Electric Fund	Deposit Interst Paid	LOUGH, ABIGAIL	Utility deposit interest	\$7.05

CITY OF HARMONY
City Council Claims for Review

01/09/24 3:53 PM

Page 7

January 9, 2024

Fund Descr	Object of Expense	Vendor	Comments	Amount
Electric Fund	General Operating Supplies	ELAN FINANCIAL SERVICES	Amazon - Printer ink	\$28.49
Electric Fund	Miscellaneous	ENERGY REBATE	Jackie Johnson Energy Star Rebate	\$50.00
Electric Fund	Software Service Fees	BANYON DATA SYSTEMS	Module for Vision meter interface	\$1,295.00
Electric Fund	Taxes, Licenses & Permits	MN DEPT OF PUBLIC SAFETY (LCD)	2023 Chevy Silverado	\$21.25
604 Electric Fund				<u>\$65,794.18</u>
620 Economic Development Authority				
Economic Development	Advertising	FARM CHARM	Social Media mgmt - Becky Jones	\$200.00
Economic Development	Advertising	HARMONY CHAMBER OF COMMERCE	2024 Guidebook Ad	\$390.00
Economic Development	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	Ind. Park Legal fees (solar)	\$37.50
Economic Development	Planning & Development Fees	CEDA	First Quarter 2024 contract	\$9,123.50
Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA	\$17.34
Economic Development	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	O'Connor Legal fees	\$105.00
620 Economic Development Authority				<u>\$9,873.34</u>
				<u>\$602,827.63</u>

CITY OF HARMONY CITY COUNCIL

AGENDA ITEM COVER SHEET

Originating Staff: Samantha Grabau	Meeting Date: January 9, 2024	Agenda Item No. 4d
Agenda Section: Consent	Item: Training and Travel	
BACKGROUND: ICS-300 and ICS-400 are required for City preparedness and emergency management purposes. Both trainings are full days from 8 a.m. to 4:30 p.m. A hotel will be more cost effective than driving back and forth every day as it is a 2-1/2-hour drive one way.		
ATTACHMENTS: None		
COUNCIL ACTION REQUESTED: Approve travel and hotel stay in New Ulm, MN, for training January 24-26, 2024 and February 22-23, 2024.		

**CITY OF HARMONY
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Samantha Grabau	Meeting Date: January 9, 2024	Agenda Item No. 4e
Agenda Section: Consent	Item: Fillmore County Prosecutor Agreement	
BACKGROUND: Annual agreement with the Fillmore County Attorney for criminal prosecution.		
ATTACHMENTS: Fillmore County Prosecutor Agreement		
COUNCIL ACTION REQUESTED: Approve annual agreement.		

HARMONY CITY PROSECUTOR AGREEMENT

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

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

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

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

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

1. Services Provided:

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

- a. Attorney shall provide legal advice and assistance to law enforcement during the investigative phase and prior to arrest or charging of an individual who has committed a criminal offense. These services shall include advice on searches and seizures, advice on warrants, advice on obtaining statements, and responding to other criminal law questions by law enforcement.
- b. Attorney shall review police reports and other law enforcement data to determine if criminal charges, referral to Social Services, or other action is warranted.
- c. Attorney shall review and 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 memos or other documents; interview and prepare witnesses for hearings or trial;

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

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

2. Terms of Payment:

City agrees to pay County the hourly rate of \$90.00 for city prosecution services provided by paralegals and the hourly rate of \$150.00 for city prosecution services provided by attorneys.

Paralegal hourly rate:	\$90.00 per hour
------------------------	------------------

Attorney hourly rate:	\$150.00 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 begin March 1, 2024, and continue until March 1, 2025. Either party may cancel this agreement upon sixty (60) days' written notice. The contract shall automatically renew upon the same terms and conditions unless a party hereto gives written notice to the other party as provided herein.

4. Standards and Licenses:

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

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

5. Independent Contractor Status:

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

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

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

6. Relationship of the Parties:

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

7. Subcontracting and Assignment:

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

8. Non-Assignability:

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

9. Data Practices:

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

10. Default and Termination:

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

11. Amendments - Entire Agreement:

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

12. Modifications:

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

13. Interpretation of Agreement; Venue:

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

14. Assumption of Liabilities/Insurance:

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

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

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

15. Fees:

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

IN WITNESS WHEREOF, Fillmore County and City of Harmony have executed this agreement as of the _____ day of _____, 2024:

County of Fillmore

By: _____
County Commissioner Date

By: _____
Bobbie Hillery/Administrator Date

City of Harmony

By: _____
Mayor Date

By: _____
City Clerk Date

Fillmore County Attorney's Office

By: _____
Brett A. Corson/County Attorney Date

Resolution No. 24-01

**A RESOLUTION MAKING APPOINTMENTS TO CERTAIN POSTS AND OFFICES
OF THE CITY OF HARMONY FOR THE YEAR 2024**

BE IT HEREBY RESOLVED that the persons and firms named on the attached Appendix A be and are hereby appointed to their respective posts or offices for the City of Harmony, Fillmore County, Minnesota, for the term of one year (unless otherwise stated in said Exhibit A) beginning January 1, 2024.

The foregoing resolution was introduced and moved for adoption by ____ and seconded by ____.

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

Motion carried and resolution adopted this 9th day of January 2024.

Steve Donney, Mayor

ATTEST:

Samantha Grabau, City Clerk

Exhibit A

CITY OF HARMONY 2024 APPOINTMENTS (1 year term unless otherwise noted)

Position	Held In 2023	Appointed For 2024
Mayor Pro-Tem	Kingsley	Kingsley
Street & Utilities Committee	Scheevel, Grabau	Scheevel, Grabau
Personnel Committee	Kingsley, Donney	Kingsley, Donney
Building Committee	Scheevel, Grabau	Scheevel, Grabau
Budget Committee	Donney, Kingsley	Donney, Kingsley
EDA Board	Steve Donney (12/31/2024)	Steve Donney
.....	Michael Himlie	Michael Himlie
Planning Commission	Jesse Grabau (12/31/2024)	Jesse Grabau
(5 members, 4 year terms)		
Park Board	Jesse Grabau (12/31/2024)	Jesse Grabau
(5 members, 3 year terms).....	Kyle Scheevel (12/31/2026)	Kyle Scheevel
Arts Board	Michael Himlie (12/31/2026)	Michael Himlie
(7 members, 3 year terms).....	Eva Hemenway	Eva Hemenway
.....	Brielle Hjemeland	Brielle Hjemeland
Library Board	Michael Himlie	Michael Himlie
(7 members, 3 year terms)		
Fire Relief Board	Steve Donney	Steve Donney
City Attorney.....	Nethercut Schieber Attorneys...Nethercut Schieber Attorneys	
City Assessor	Fillmore County	Fillmore County
Official Newspaper	Fillmore County Journal	Fillmore County Journal
Official Depository	First Southeast Bank.....	First Southeast Bank
.....	MN Money Market Fund	MN Money Market Fund
Approved Signatories	Steve Donney	Steve Donney
.....	Samantha Grabau	Samantha Grabau
.....	Lisa Morken	Lisa Morken
.....	Domingo Kingsley	Domingo Kingsley



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, sub. 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 **21, 22, 27, 28, 32, 33, T 101 N, R 010 W**, Fillmore County, as shown in the maps attached and incorporated into this agreement as **Exhibit A**; 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, and hereinafter referred to as the “State Trail” and is of high priority; 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 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 B**; and

WHEREAS, the State is prepared to complete the construction the State trail as identified In **Exhibits B**, 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 C**; 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 as referenced in **Exhibit B**. 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 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 significantly 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 ensure 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 **Exhibit A** and according to the Final Plans and Specifications as developed by the State and as referenced in **Exhibit B**. 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 approve 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. 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.
- f. The City reserves the right to inspect the premises at all times to ensure 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 31, 2023** 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 31, 2048** 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 Louise Thompson, Parks and Trails Division Area (3c) Supervisor, Minnesota Department of Natural Resources, 2118 Campus Dr. SE., Rochester, MN 55904, 507-206-2845, louise.thompson@state.mn.us or his/her successor.

The City's Authorized Representative is Chris Giesen, Community Development Coordinator, City of Harmony, 225 3rd Ave. SW., PO Box 488, Harmony, MN 55939, 507-886-8122, chris.giesen@cedausa.com 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

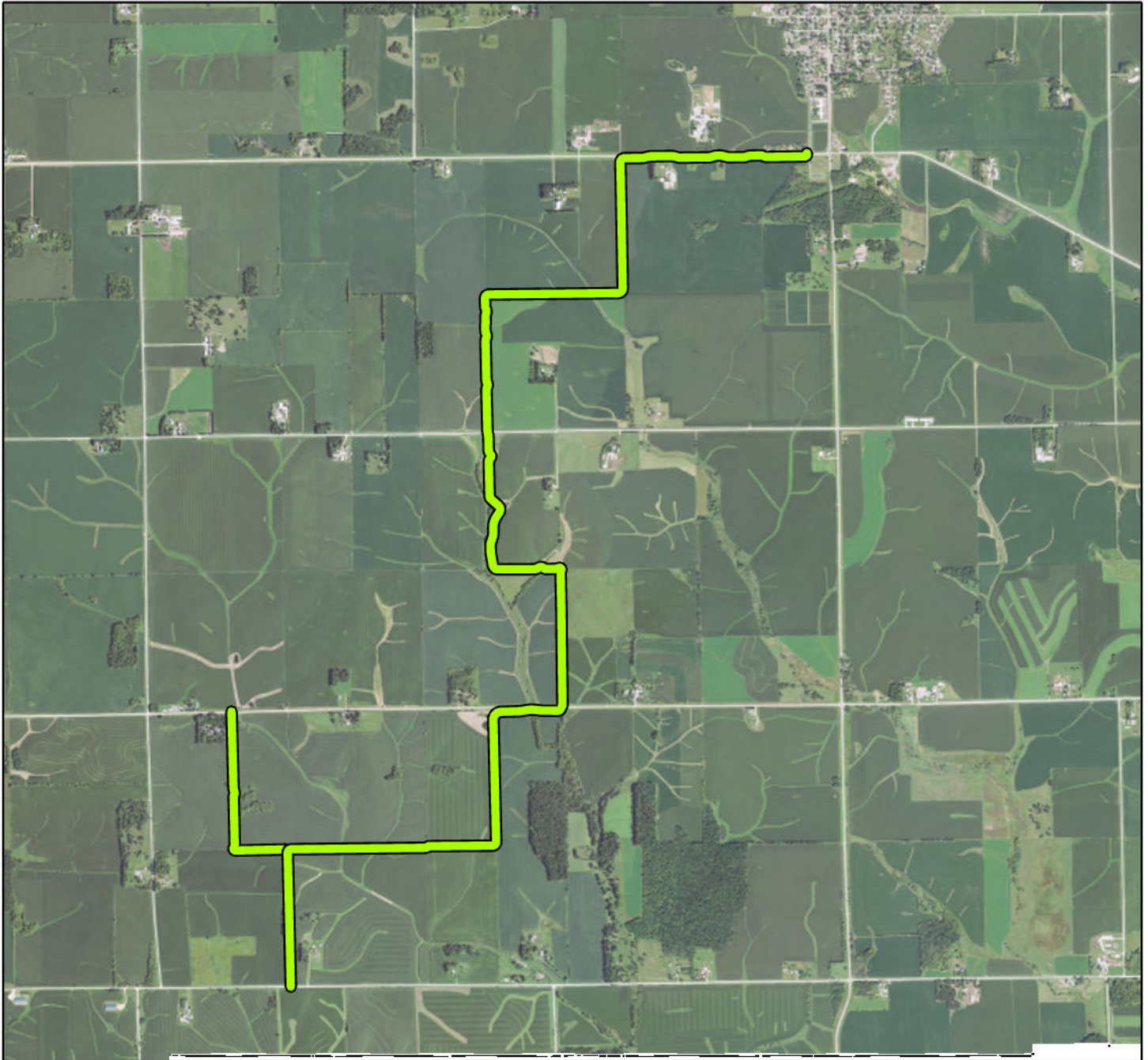
Individual certifies that funds have been encumbered as req. by Minn. Stat. 16A.15 and 16C.05.

Signed: _____

Date: _____

Contract: 241239/No SWIFT PO

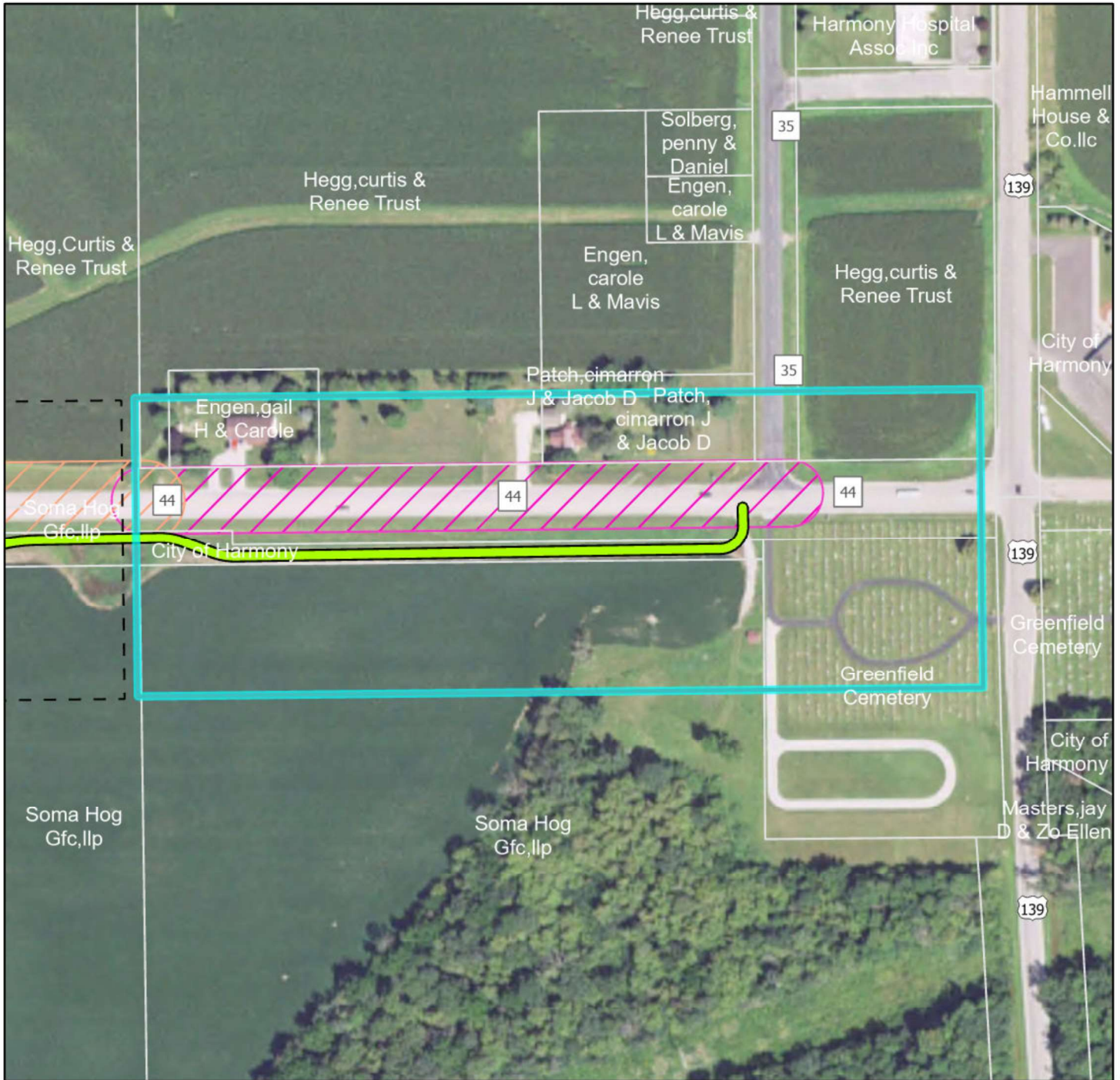
Harmony-Preston Valley State Trail Extension



City of Harmony to the Iowa Border

 Harmony-Preston Valley
State Trail Extension

Focus Plan Sheet: C-221



[-] Plan Sheets

□ Parcels

▨ County Road 44 Right of Way

▨ County Road 44 Right of Way, City Limits

□ Focus Plan Sheet

— Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-220



[] Plan Sheets

[] Parcels

[] County Road 44 Right of Way

[] County Road 44 Right of Way, City Limits

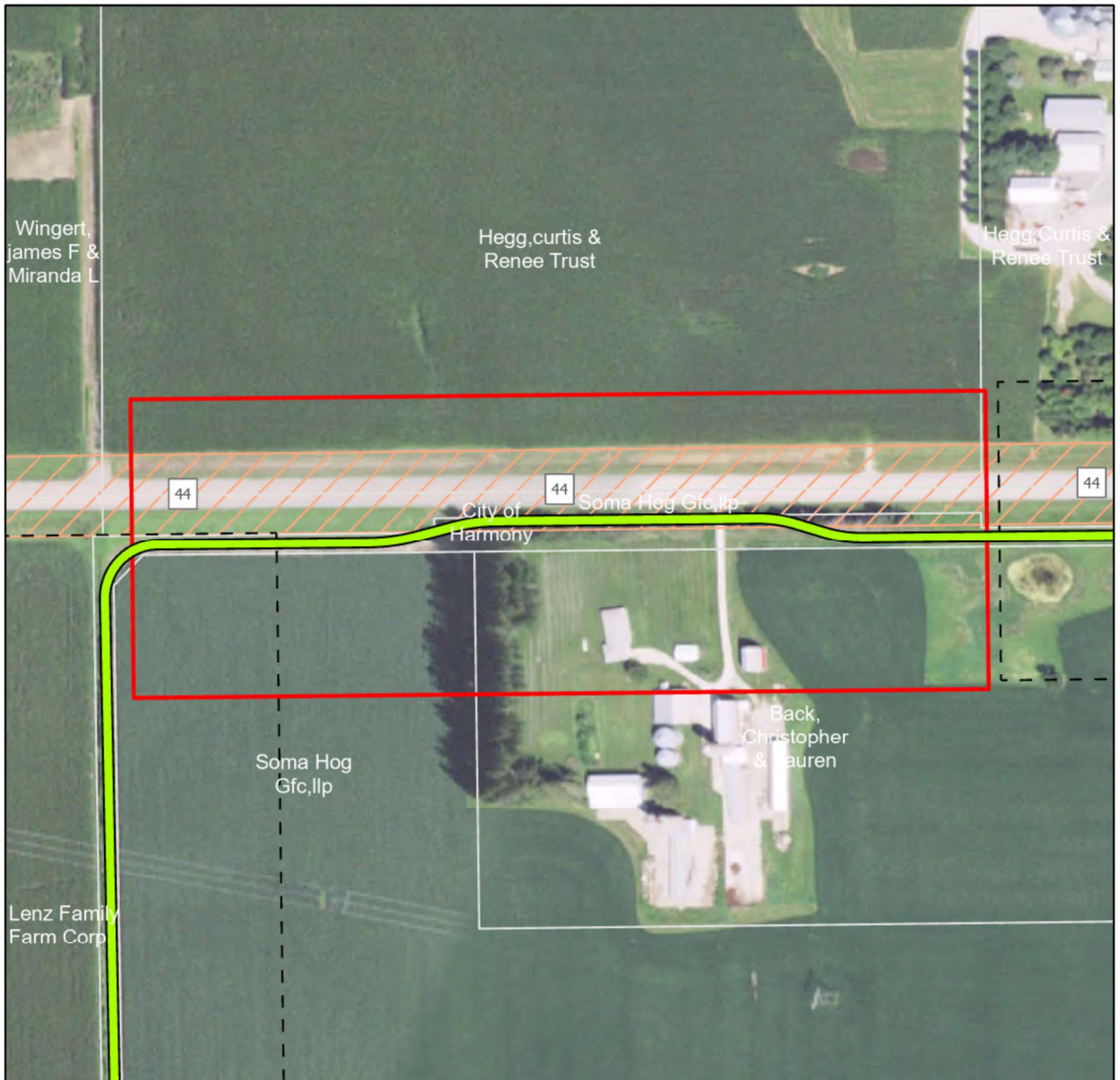
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-219



[] Plan Sheets

[] Parcels

[] County Road 44 Right of Way

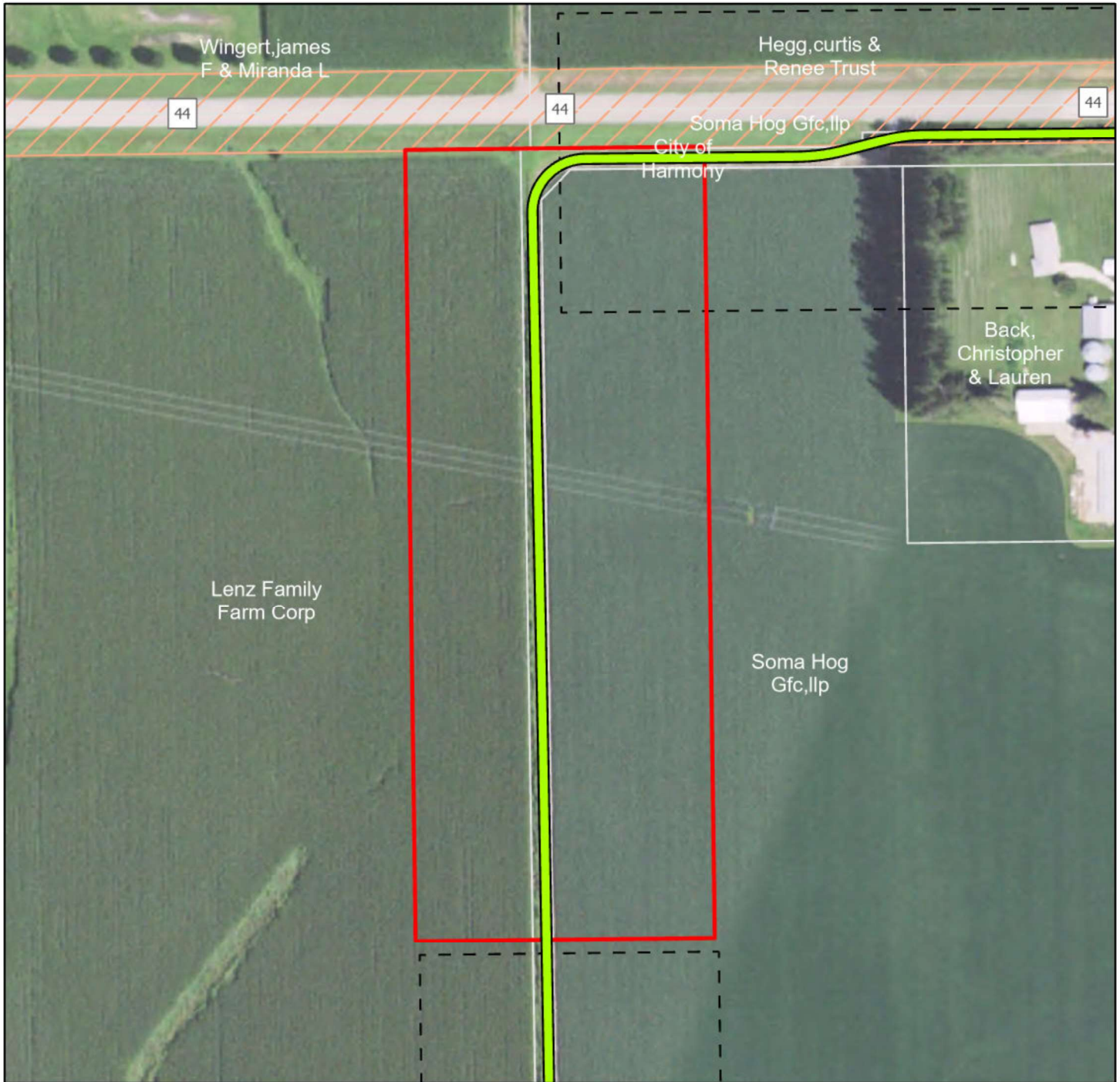
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-218



[] Plan Sheets

[] Parcels

[] County Road 44 Right of Way

[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-217



[-] Plan Sheets

[] Parcels

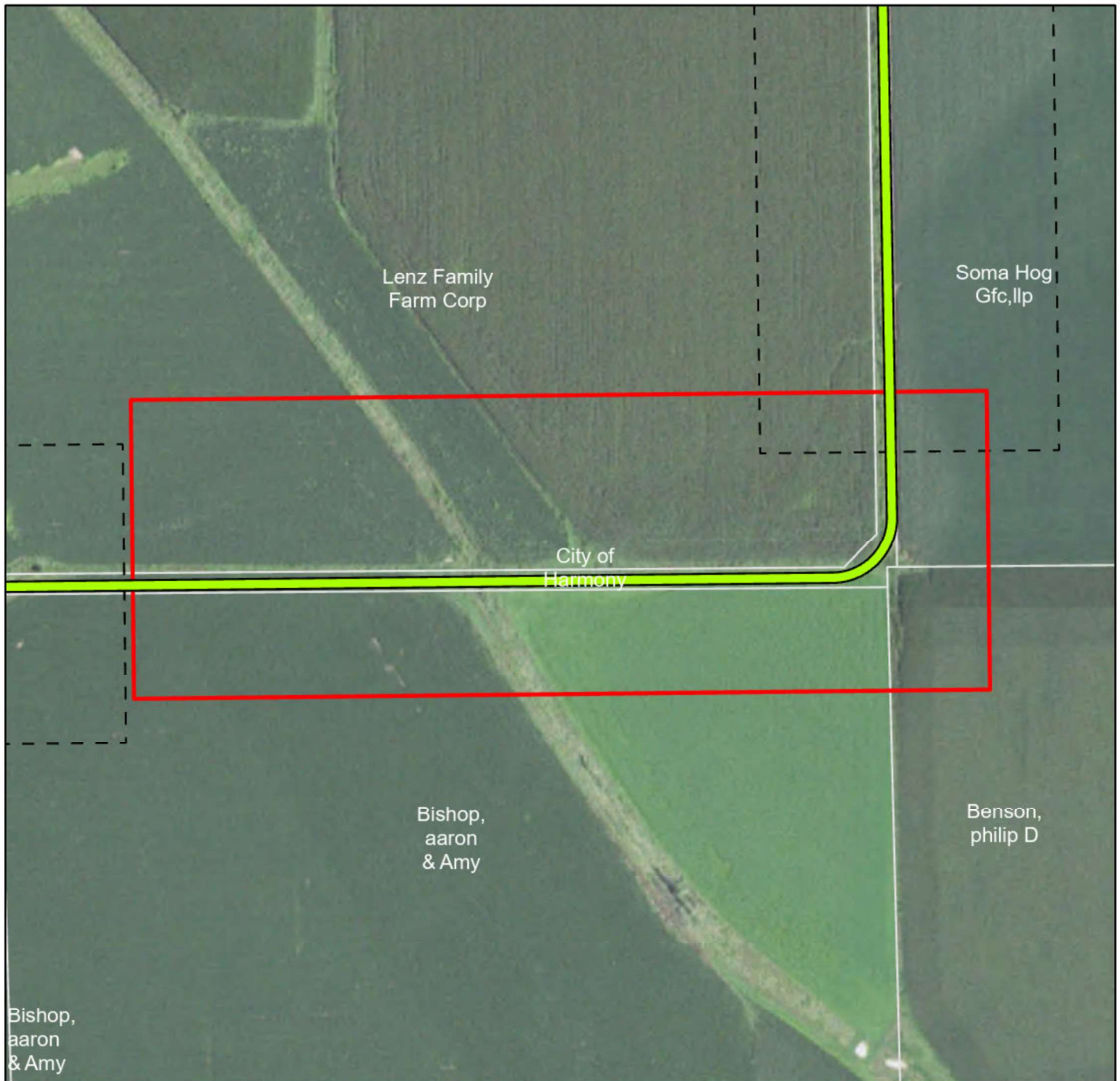
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-216, C-227



[-] Plan Sheets

[] Parcels

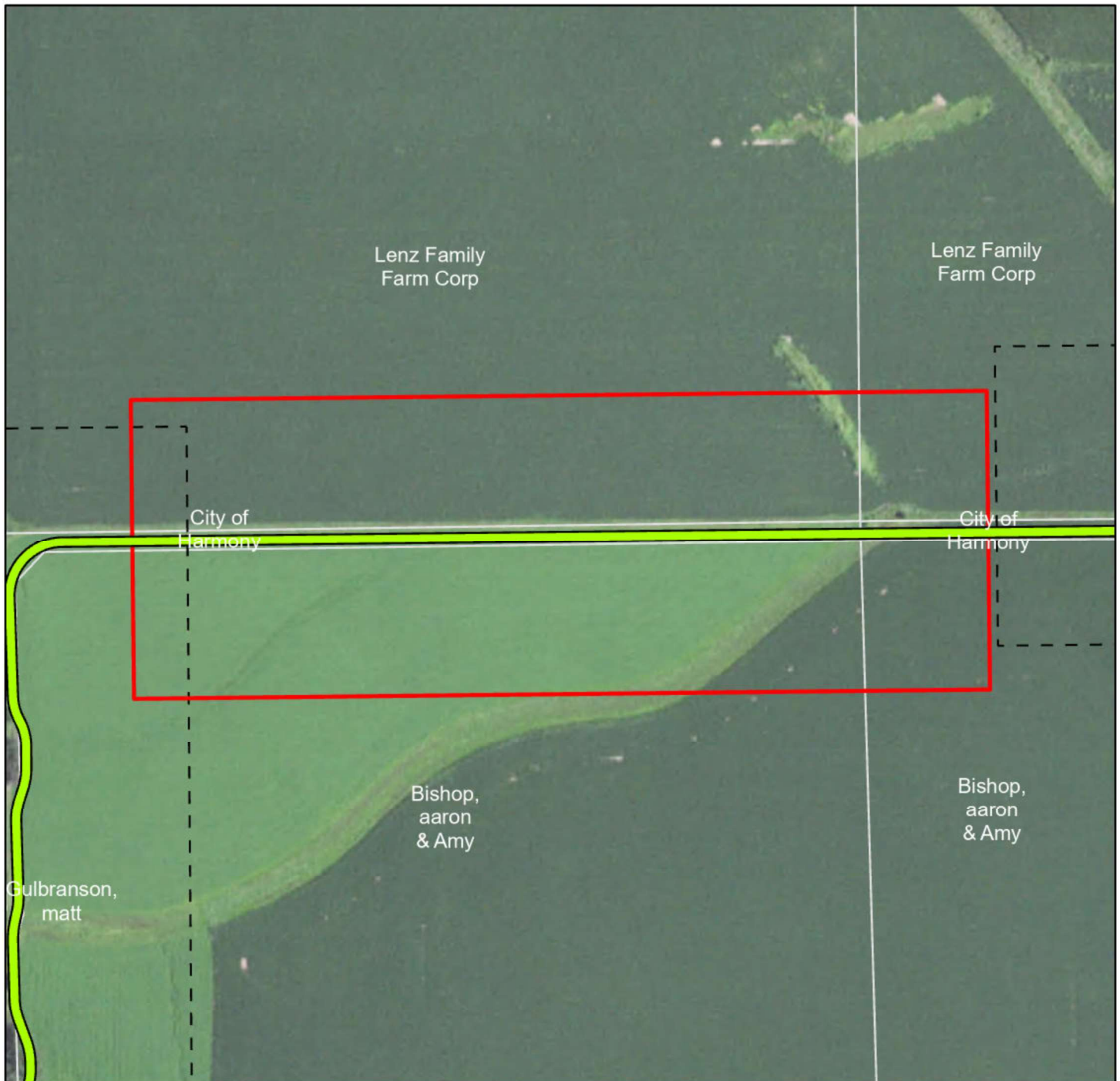
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-215



[-] Plan Sheets

▭ Parcels

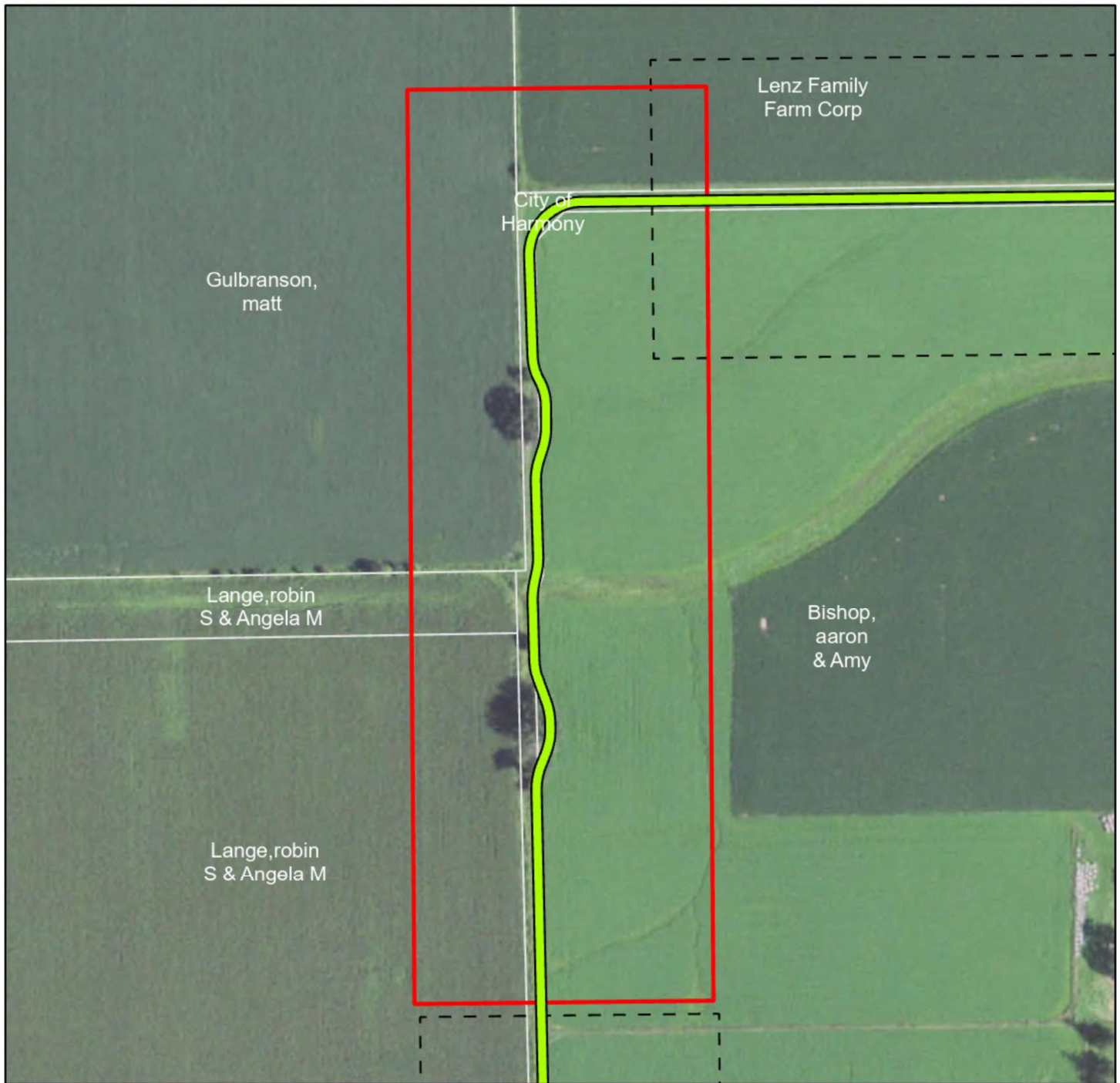
▭ Focus Plan Sheet

— Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-214



[- -] Plan Sheets

[] Parcels

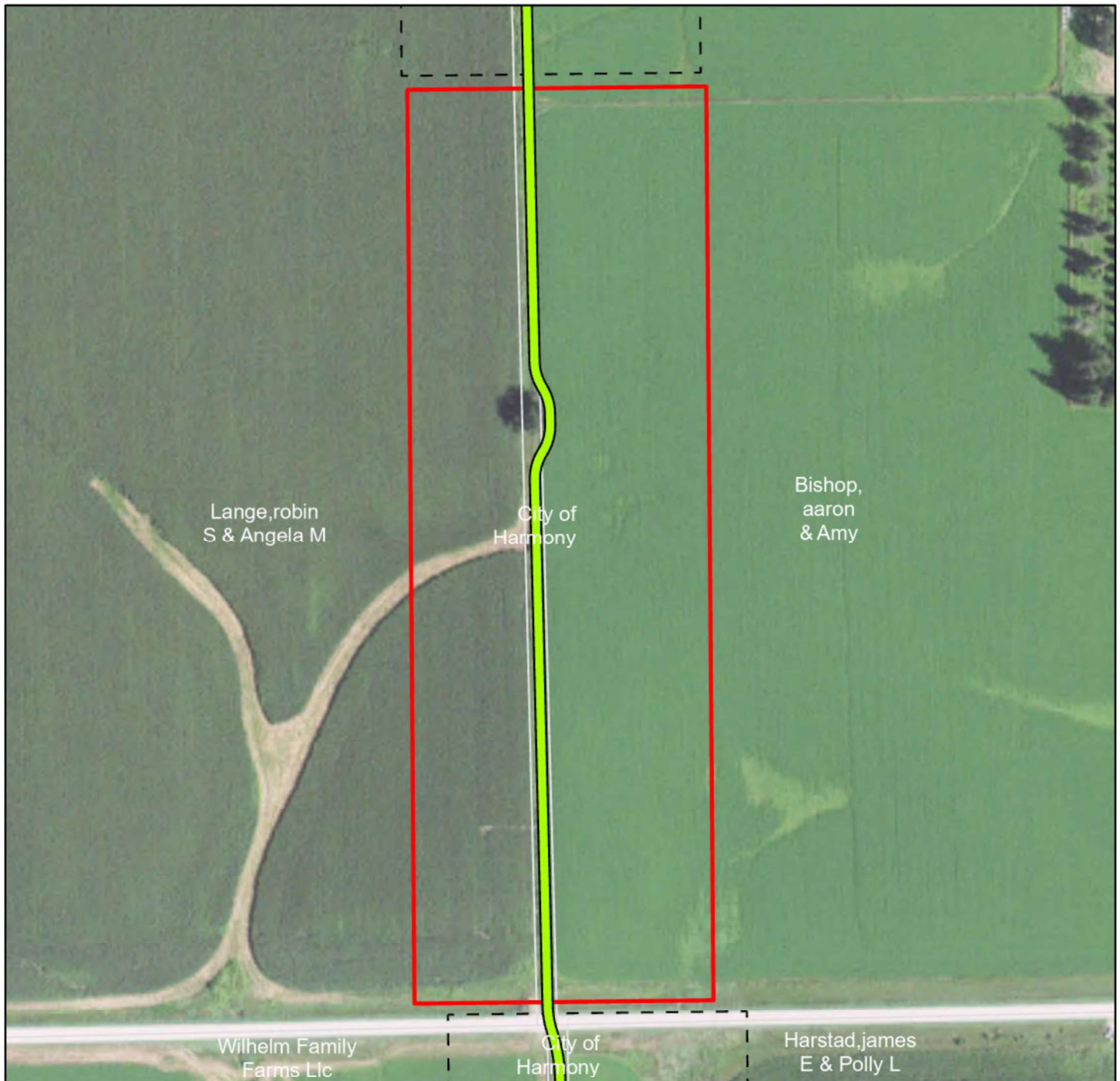
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-213



[- -] Plan Sheets

[] Parcels

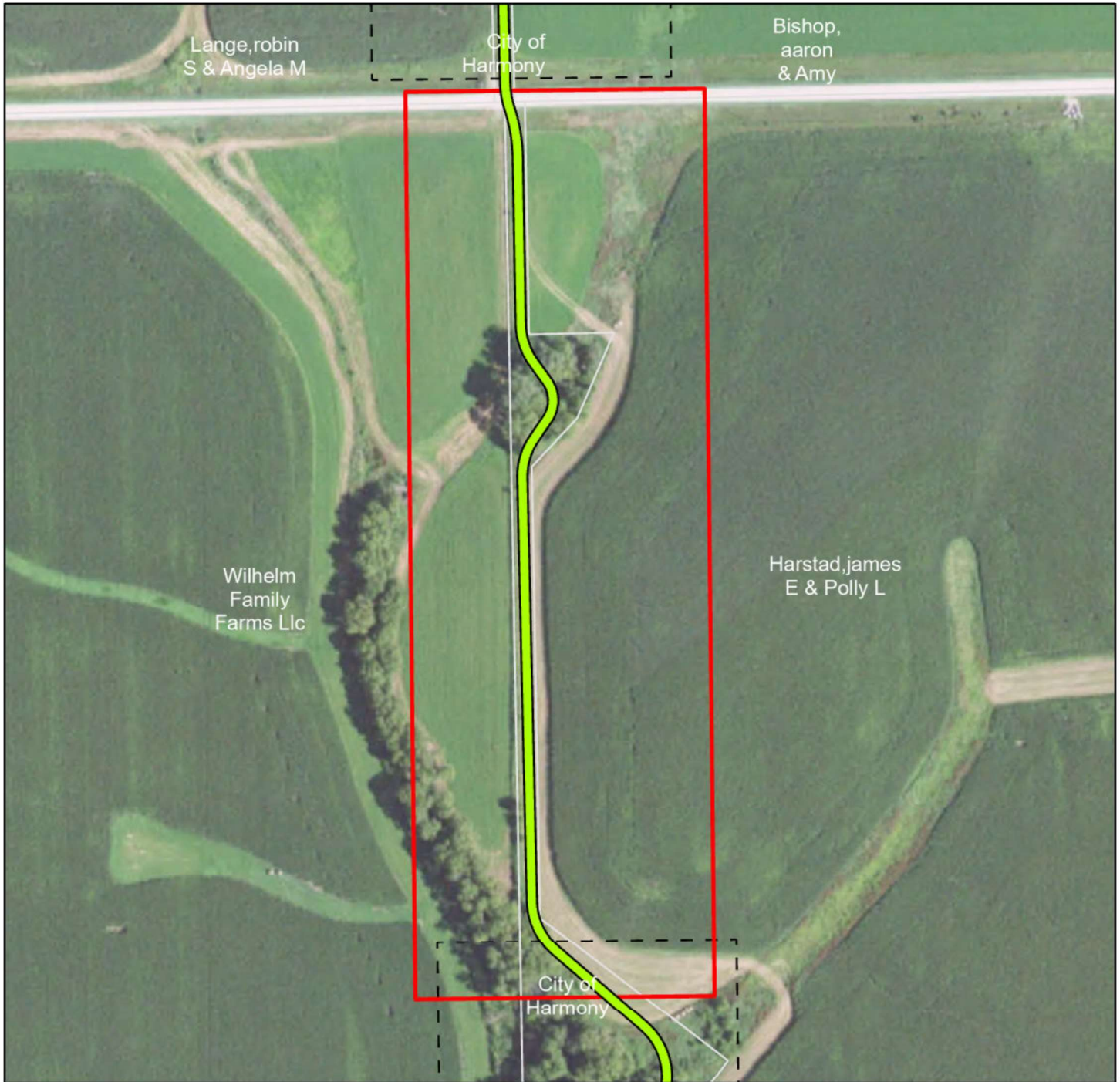
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-212



[- -] Plan Sheets

[] Parcels

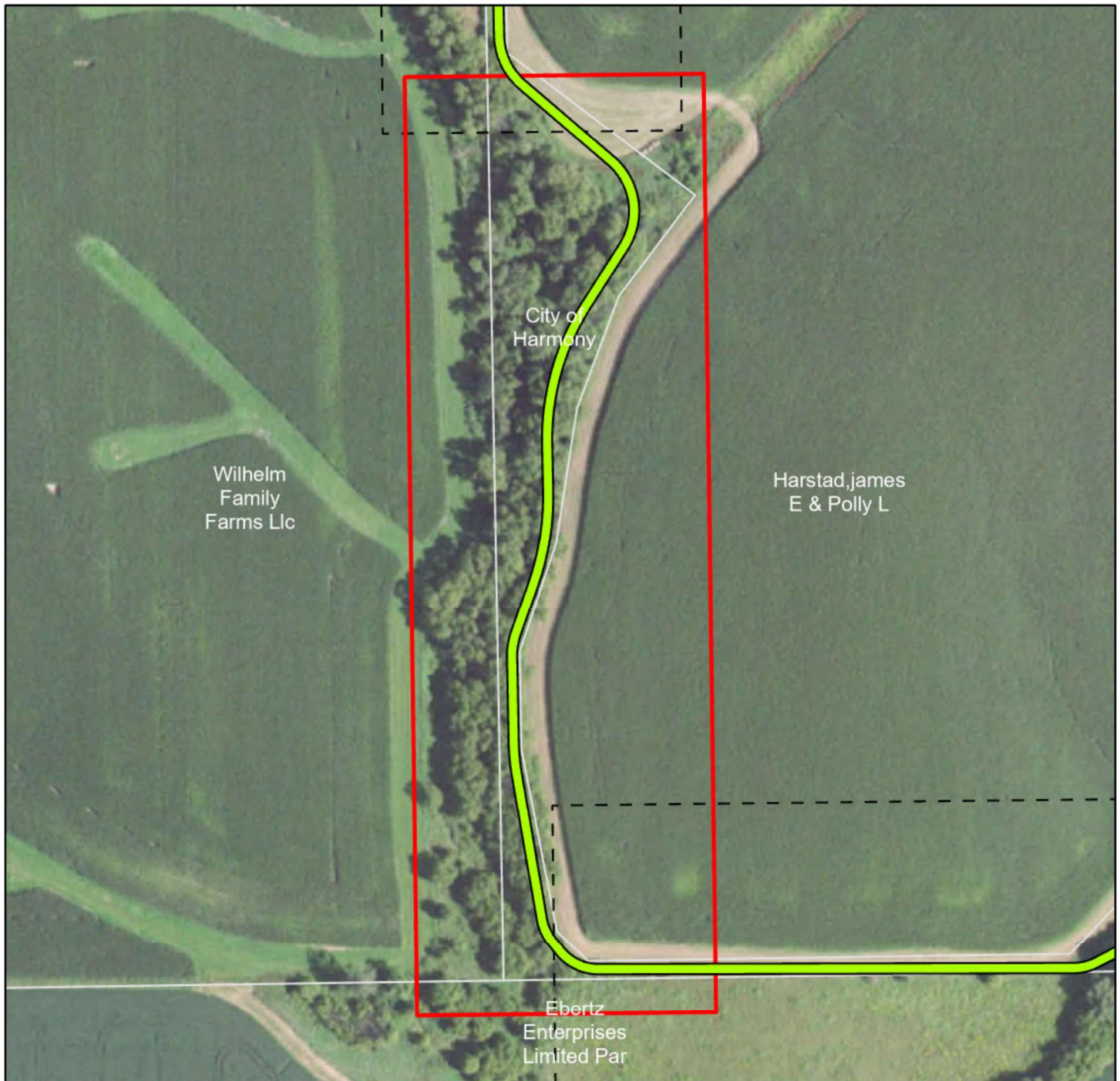
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-211



[-] Plan Sheets

□ Parcels

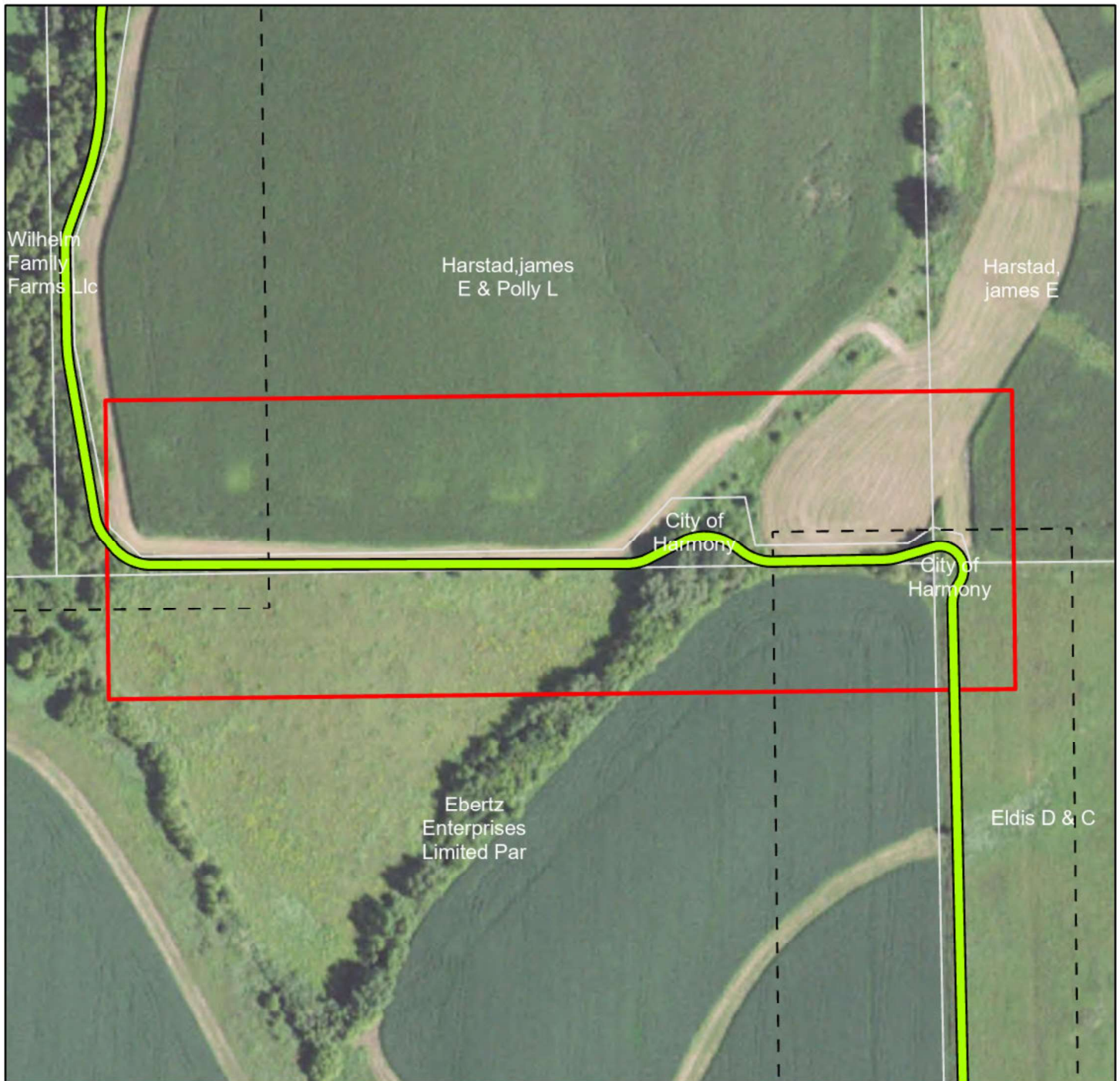
□ Focus Plan Sheet

— Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-210



[- -] Plan Sheets

[] Parcels

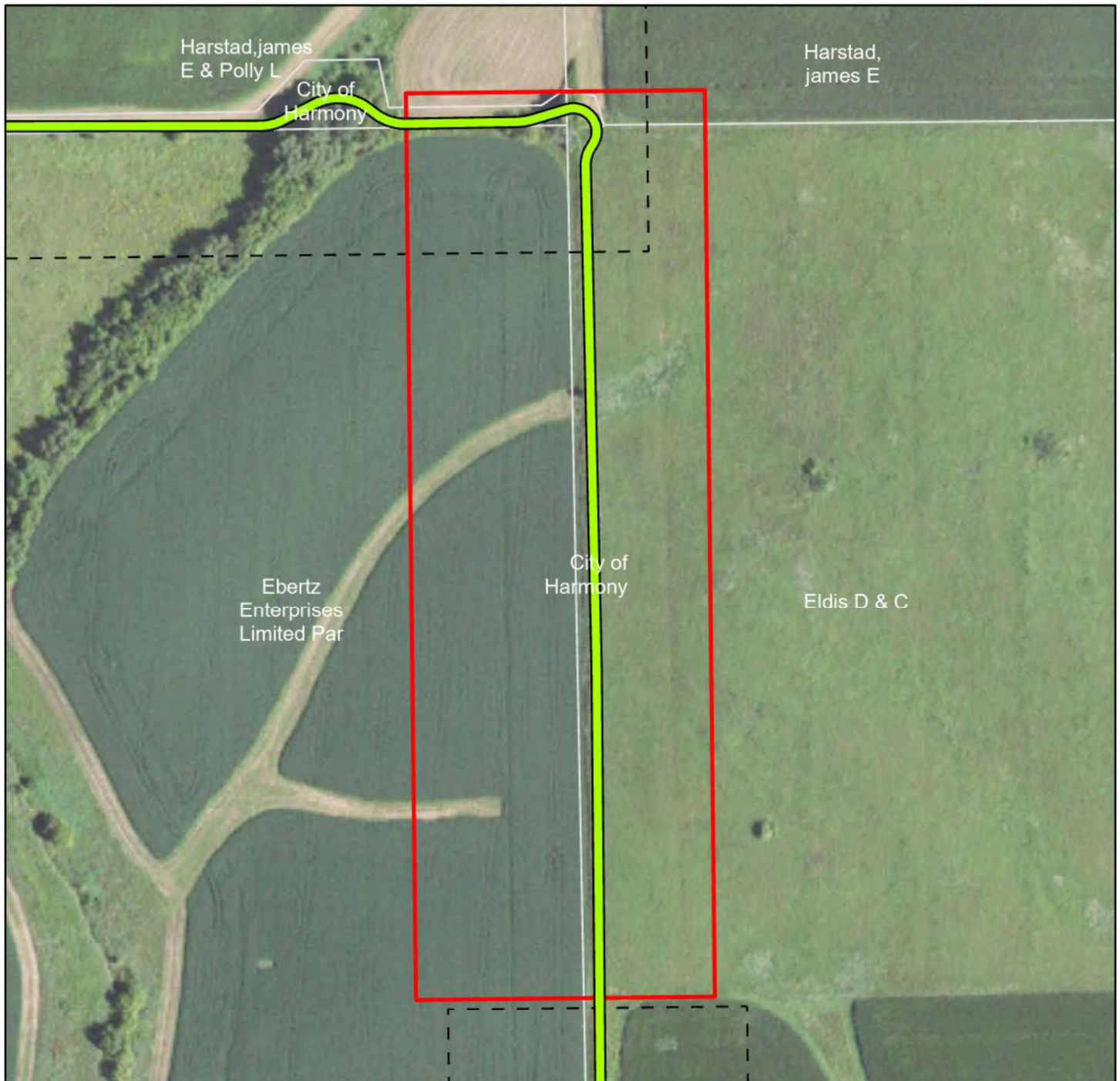
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-209



[-] Plan Sheets

□ Parcels

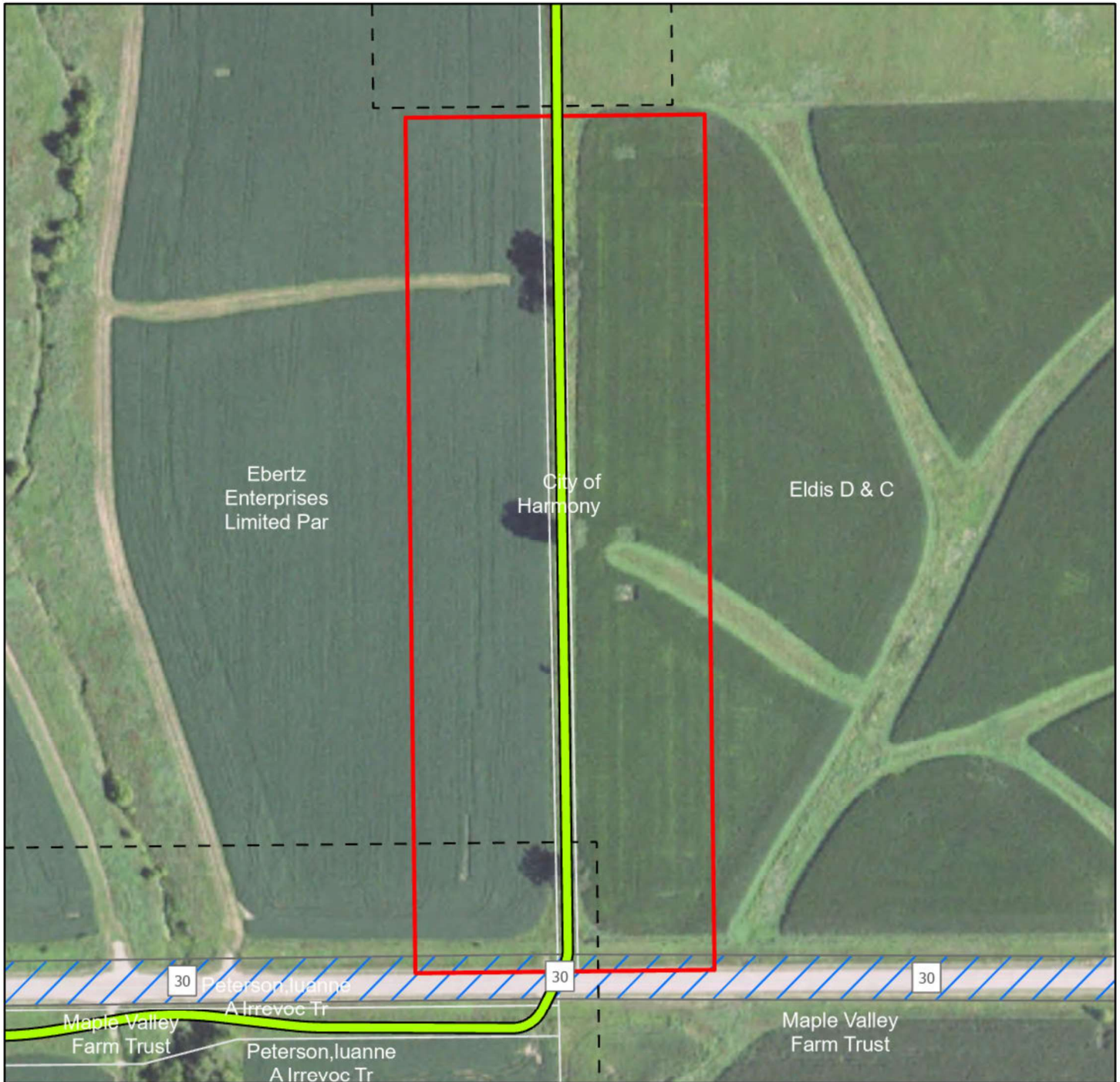
□ Focus Plan Sheet

— Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-208



[- -] Plan Sheets

[/ /] County Road 30 Right of Way

[] Parcels

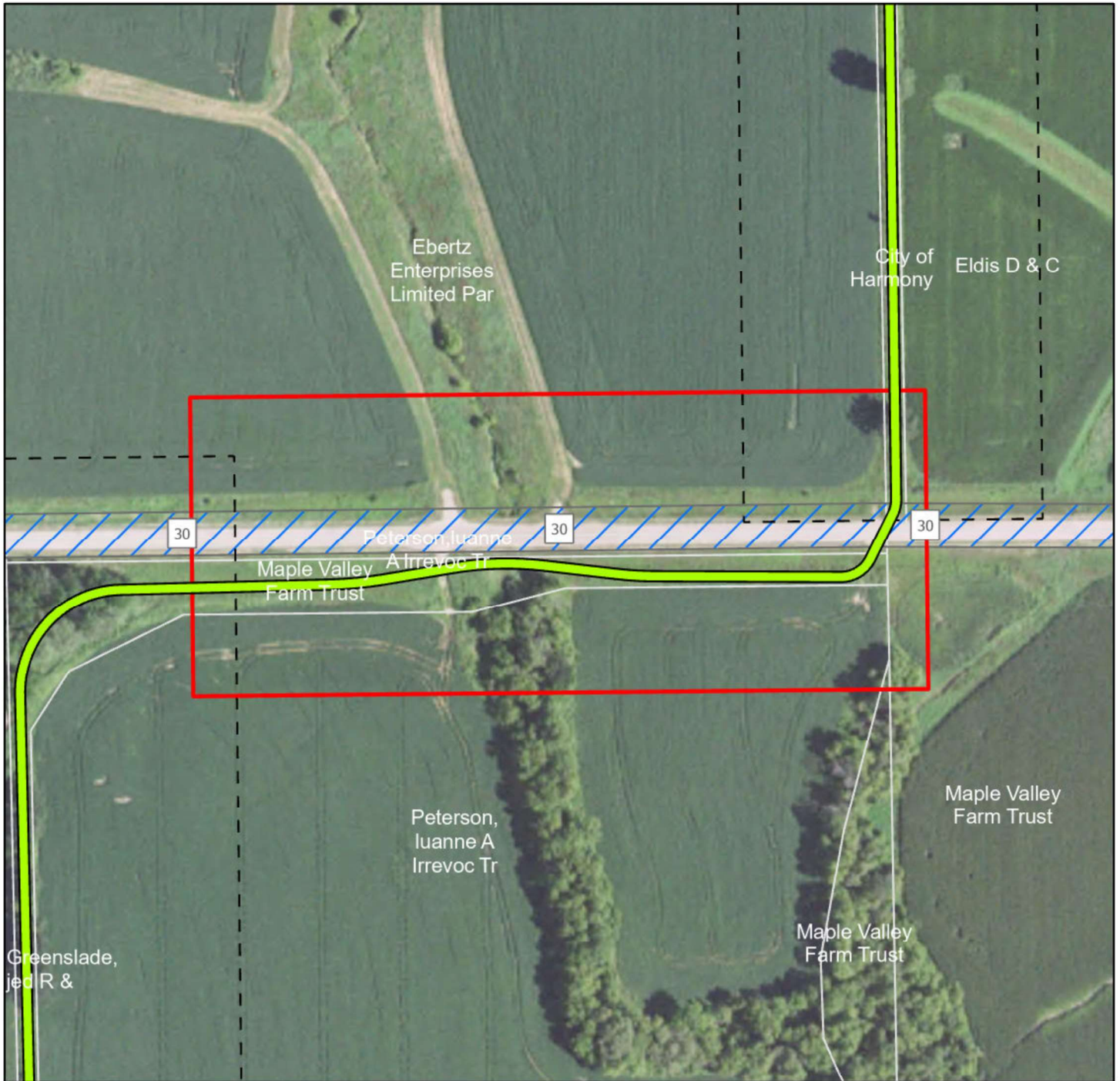
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-207



[] Plan Sheets

[] County Road 30 Right of Way

[] Parcels

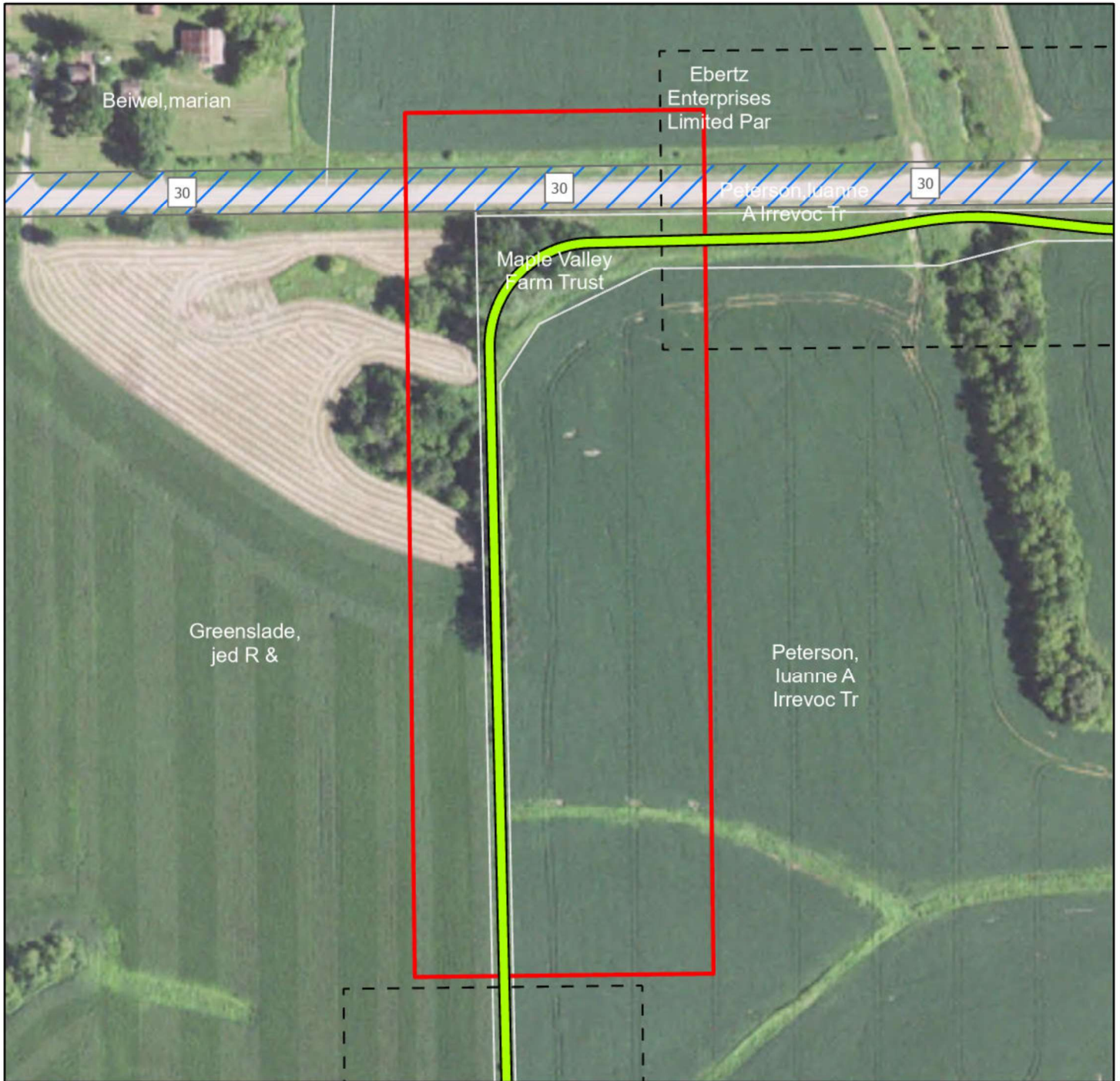
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-206



[- -] Plan Sheets

[/ /] County Road 30 Right of Way

[] Parcels

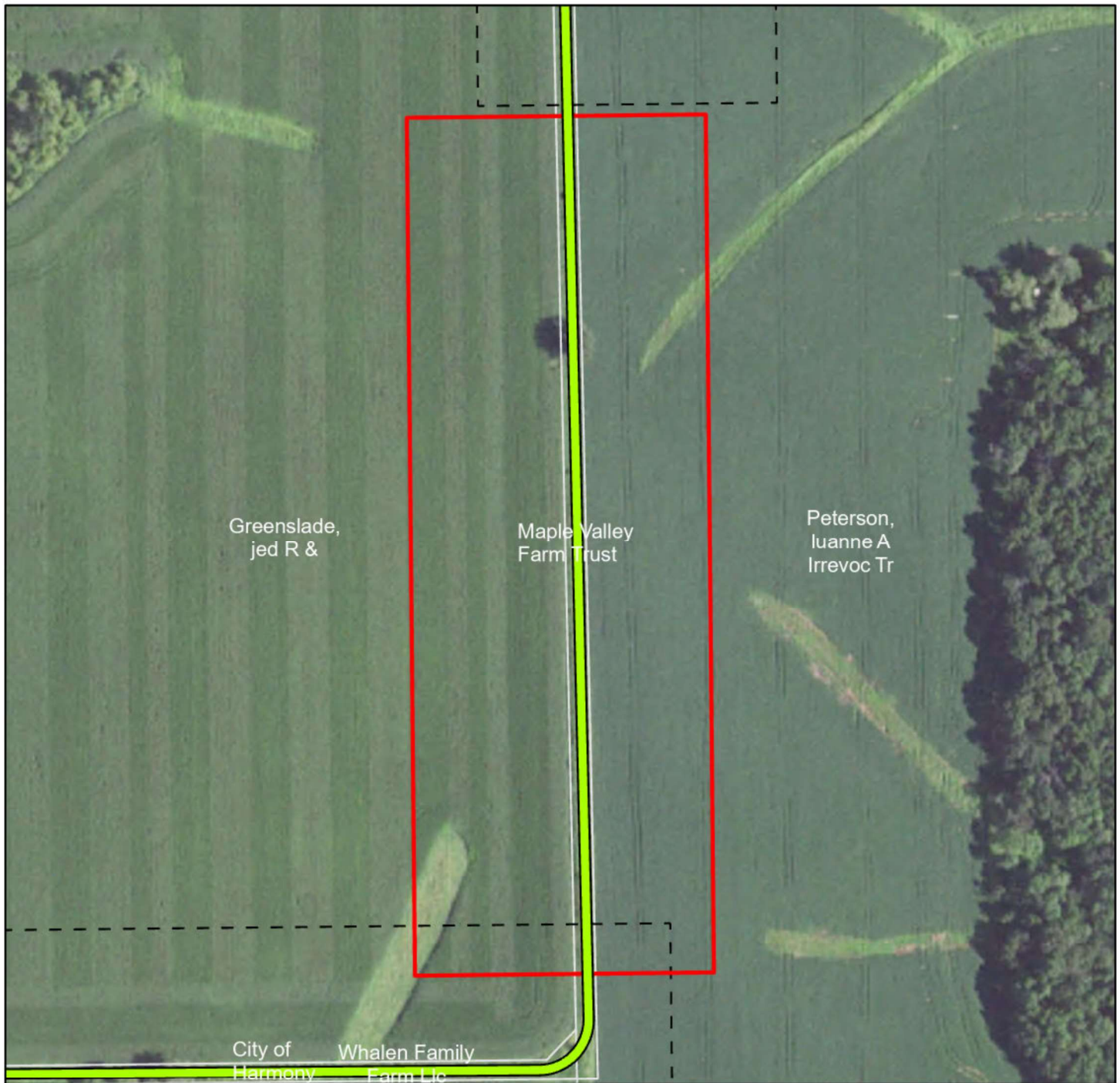
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-205



[- -] Plan Sheets

[] Parcels

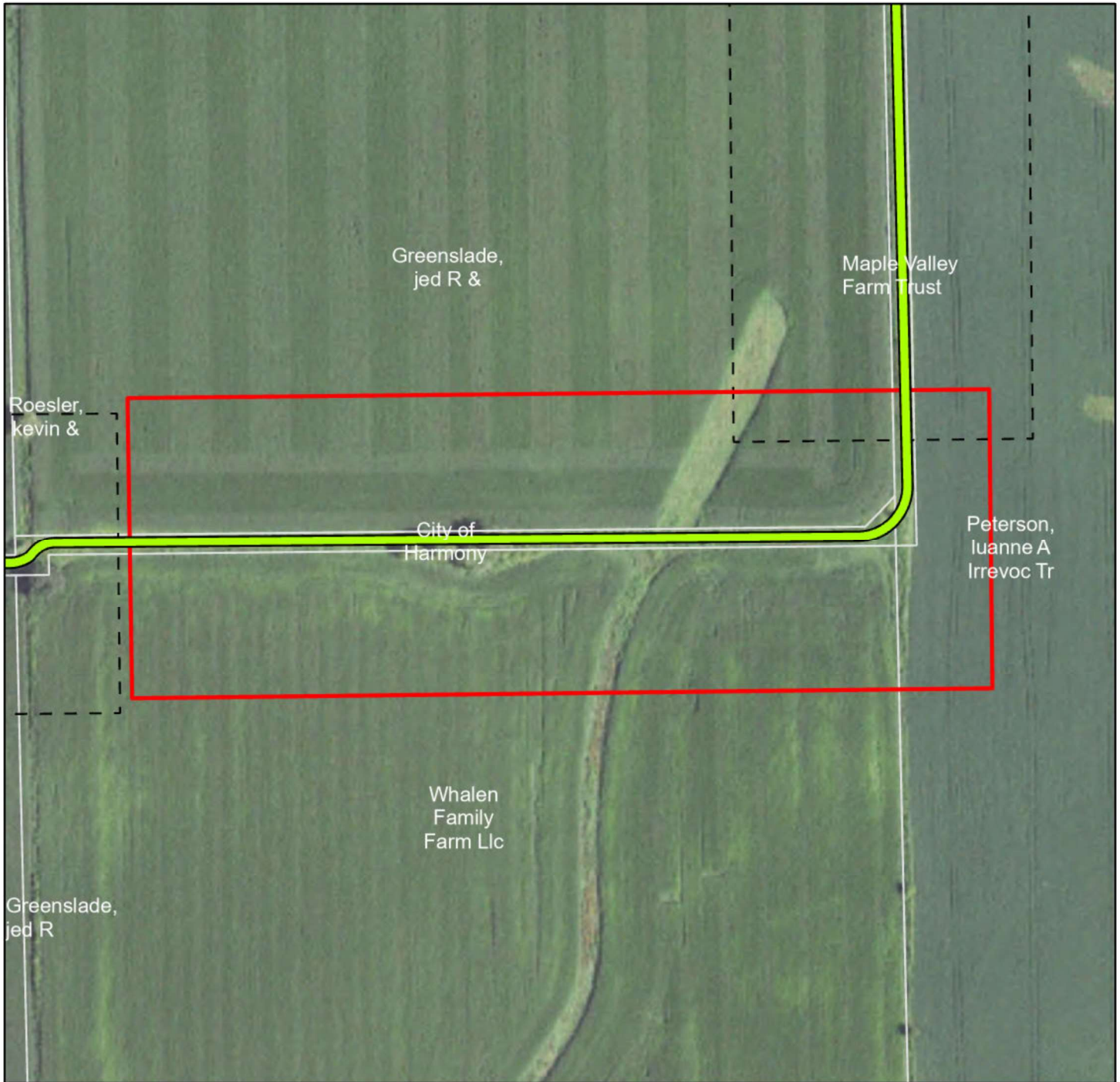
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-204



[-] Plan Sheets

[] Parcels

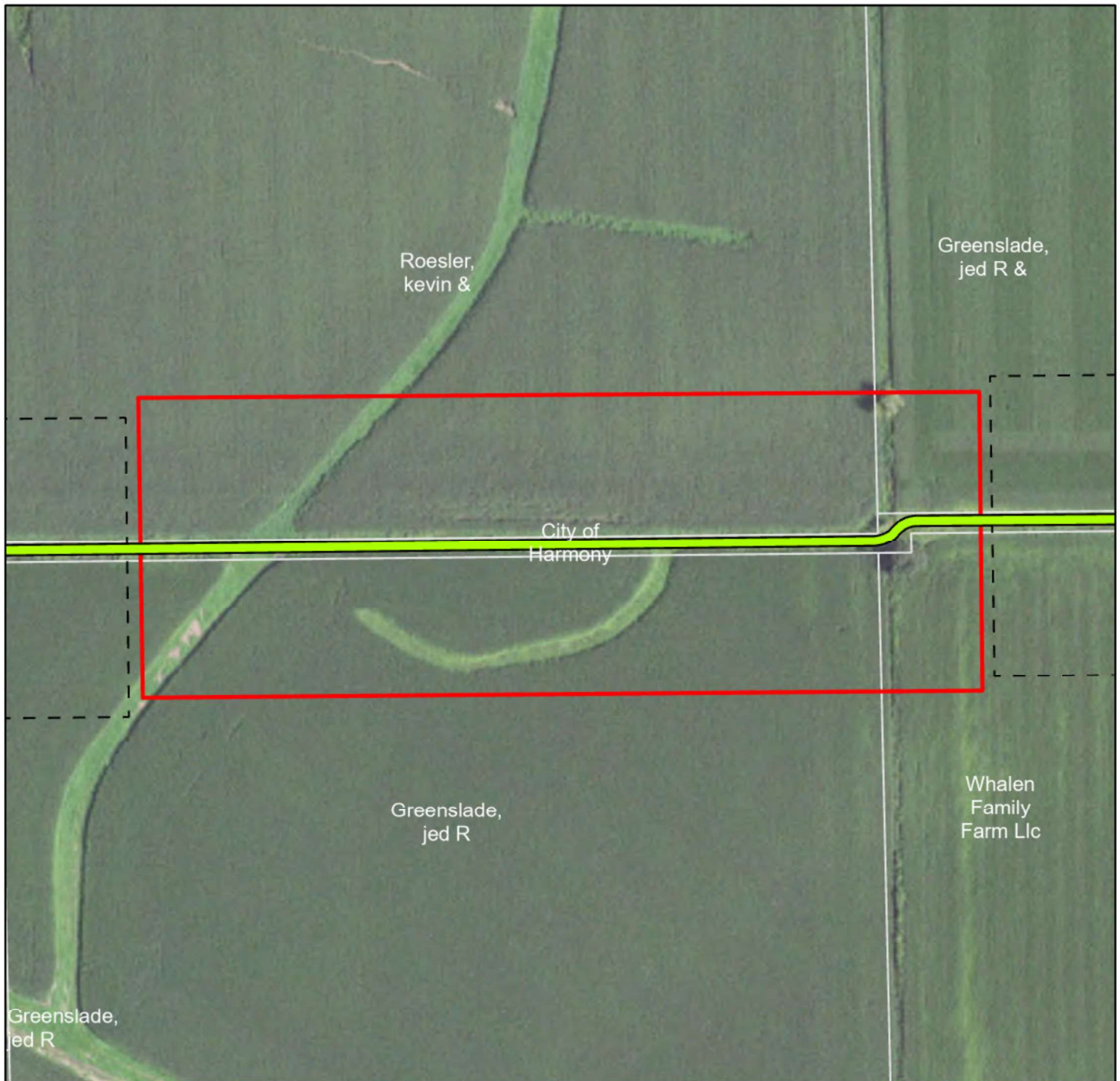
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-203



[-] Plan Sheets

▭ Parcels

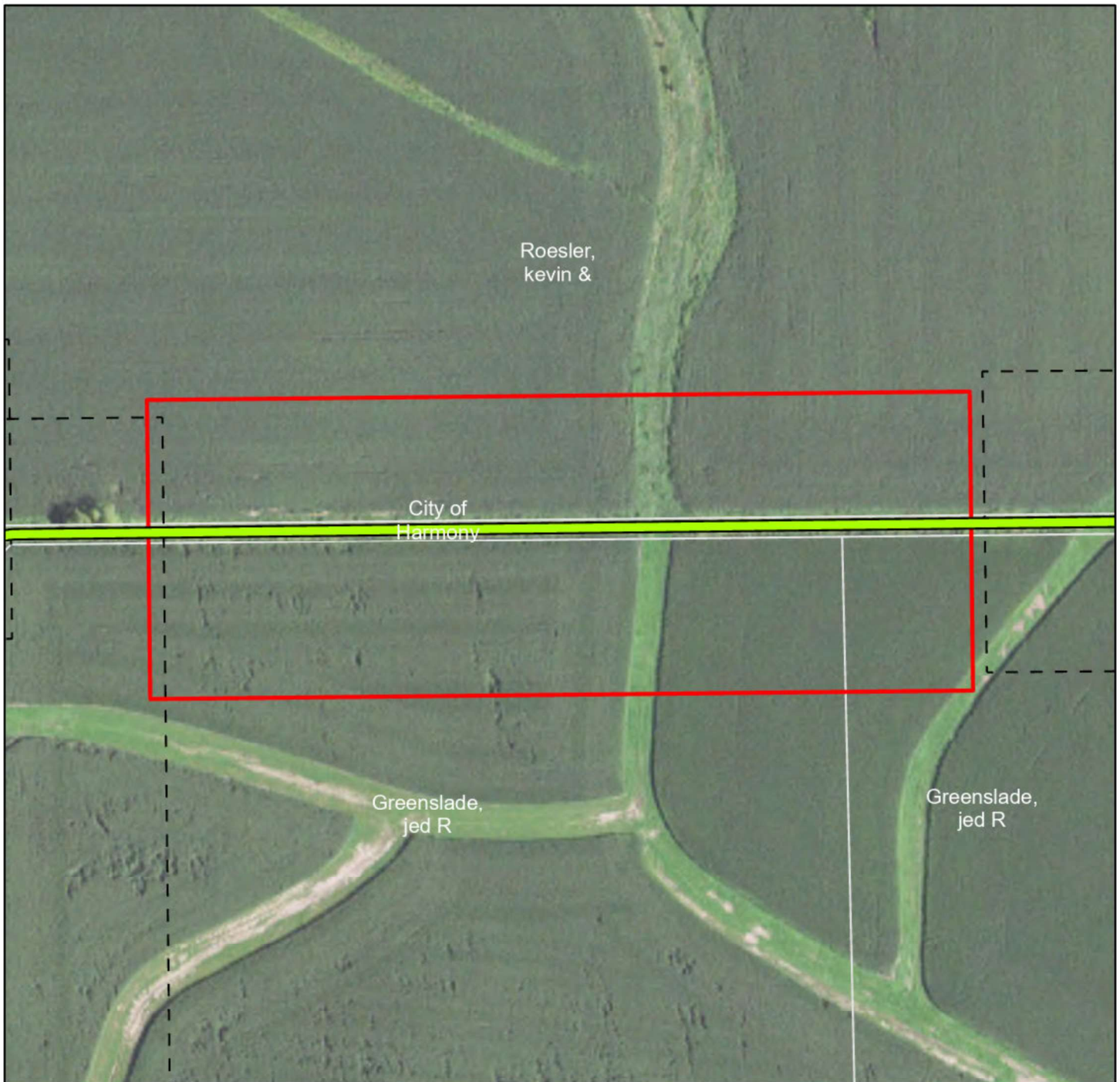
▭ Focus Plan Sheet

— Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-202, C-225



[-] Plan Sheets

□ Parcels

□ Focus Plan Sheet

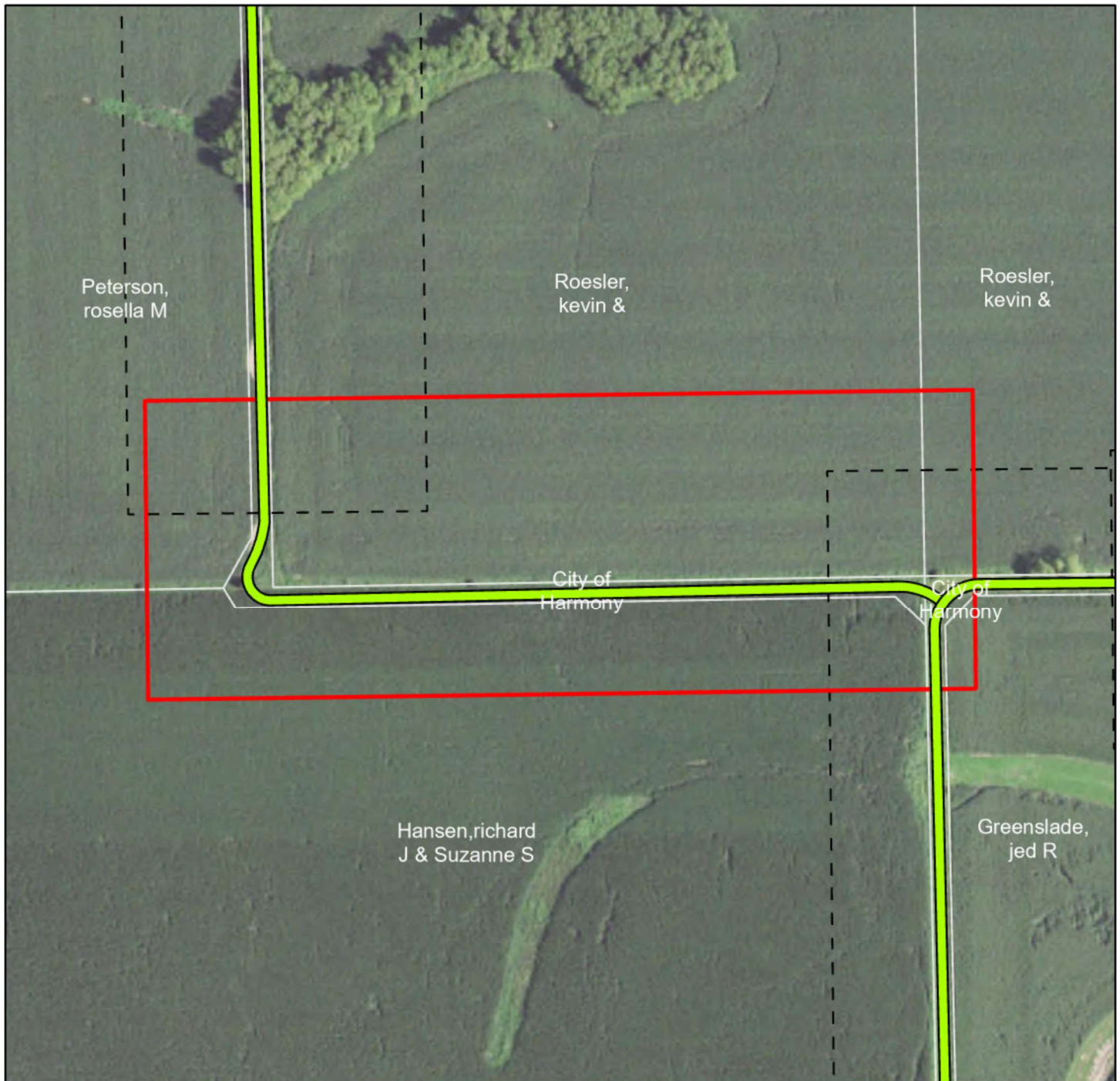
— Harmony-Preston Valley State Trail Extension



0 300 Feet

A horizontal scale bar with a vertical tick mark at the 0 point and another at the 300 Feet point.

Focus Plan Sheet: C-222



[- -] Plan Sheets

[] Parcels

[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet



[- -] Plan Sheets

[] Parcels

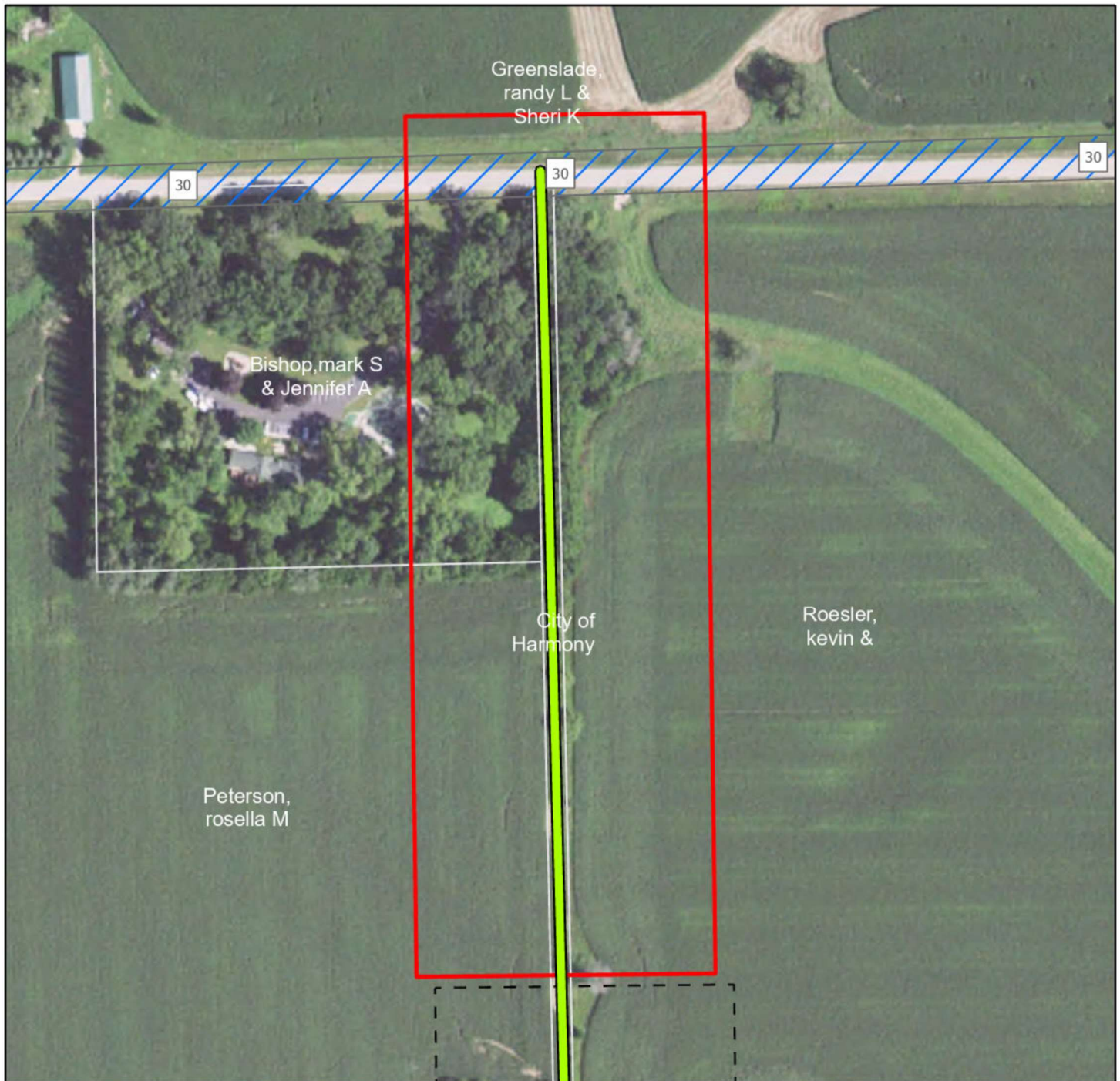
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-224



[- -] Plan Sheets

[/ /] County Road 30 Right of Way

[] Parcels

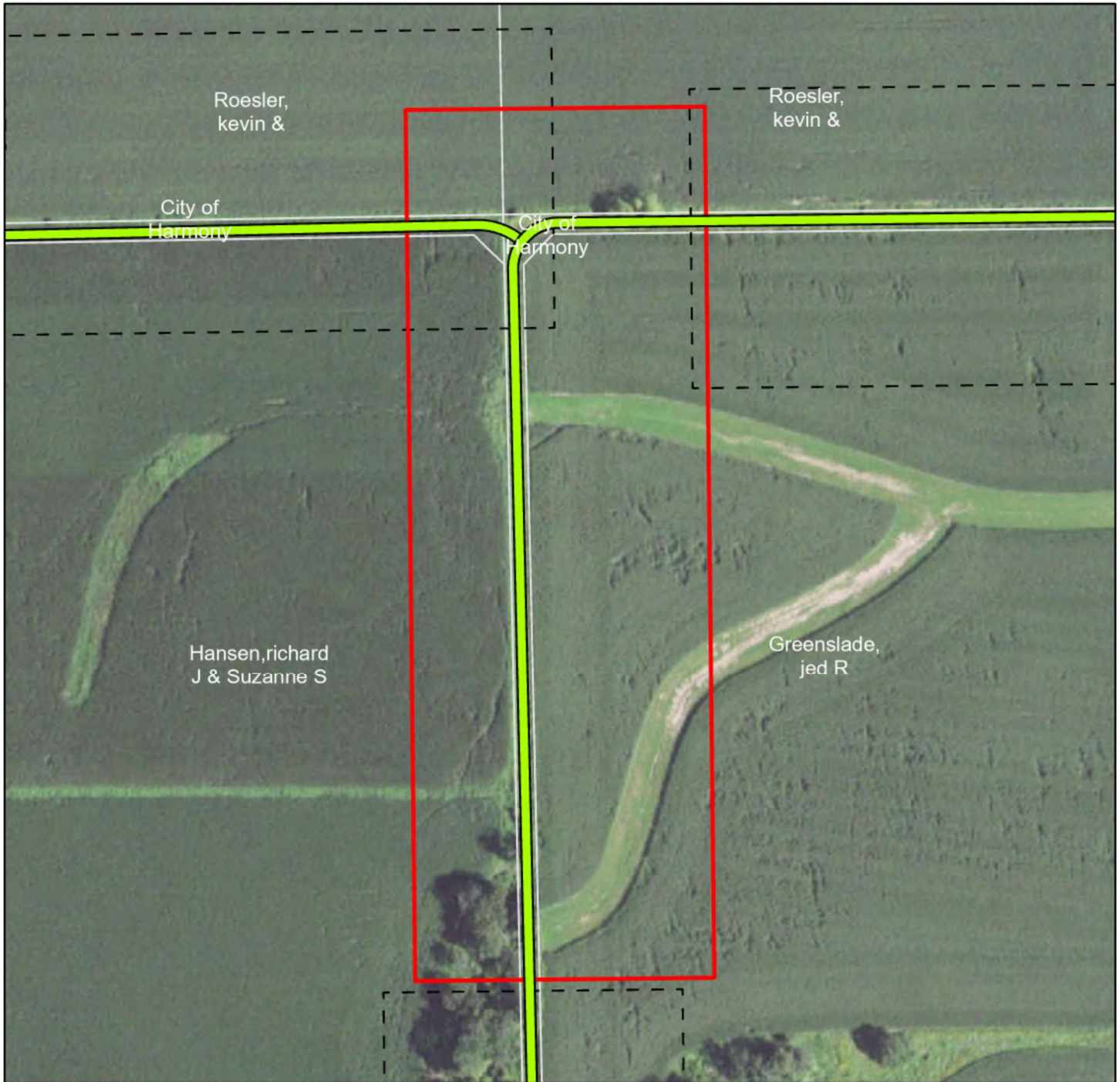
[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet

Focus Plan Sheet: C-201



[- -] Plan Sheets

[] Parcels

[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension



0 300 Feet



[- -] Plan Sheets

[] Parcels

[] Focus Plan Sheet

[] Harmony-Preston Valley State Trail Extension

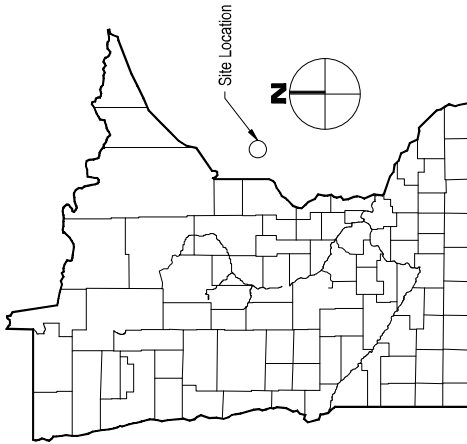


0 300 Feet

MINNESOTA DEPARTMENT OF NATURAL RESOURCES - PARKS AND TRAILS DIVISION

Harmony Preston Valley State Trail

Harmony To Iowa Extension - North Of CR30



DESIGN SPEED 20 MPH
BASED ON STOPPING SIGHT DISTANCE
HEIGHT OF EYE 4.5 FT HEIGHT OF OBJECT 0 FT
DESIGN SPEED NOT ACHIEVED AT:
STA 129+55 TO STA 130+75
STA 133+20 TO STA 135+23
STA 142+73 TO STA 143+96
STA 178+99 TO STA 180+85
STA 194+26 TO STA 195+04
STA 196+54 TO STA 197+81
STA 222+42 TO STA 223+84
STA 247+86 TO STA 249+12



NOTES:

EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE-CALL 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED, "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS IN PROJECT MANUAL, DIVISION 1, (01 30 00) INVASIVE SPECIES PREVENTION IN COMPLETING THE WORK

ALL NECESSARY EASEMENTS, PERMITS AND RIGHTS OF WAY FOR THE PROJECT SHALL BE SECURED BY THE OWNER OR SPONSOR BEFORE CONSTRUCTION WORK IS COMMENCED UNLESS OTHERWISE SPECIFIED.

VERIFY ALL DIMENSIONS AND LOCATIONS ON THE JOB. REPORT ALL DISCREPANCIES TO OPERATIONS SERVICES DIVISION.

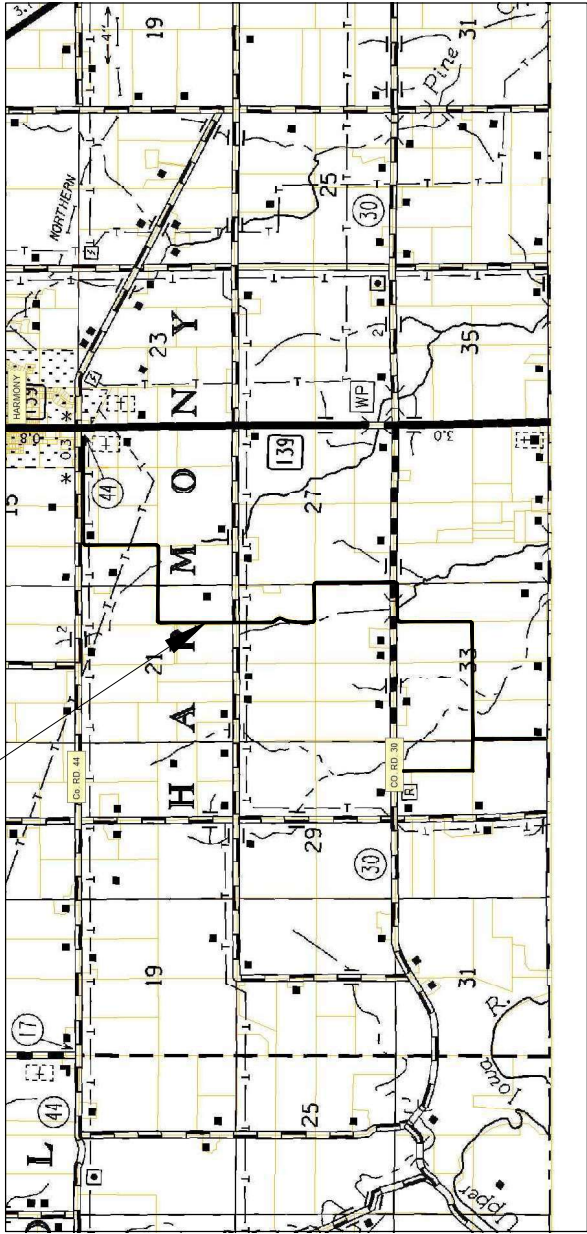
NO TREE CLEARING IS ALLOWED BETWEEN APRIL 1ST AND AUGUST 15TH.

NOTE WORK IN WATER EXCLUSION DATES OUTLINED IN PUBLIC WATERS WORK PERMIT.

PREDICT SITE EXAMINATION SHALL BE COORDINATED WITH PARKS AND TRAILS DIVISION STAFF. ANY MOTORIZED VEHICLE ALLOWED ON THE TRAIL SHALL BEAR THE COMPANY'S IDENTIFICATION ON THE SIDES OF THE VEHICLE. VEHICLES MUST UTILIZE FLASHERS, TRAVEL UNDER 20 MPH, AND YIELD THE RIGHT OF WAY (BY PULLING TO THE SIDE OF THE TRAIL AND STOPPING) TO ALL TRAIL USERS.

DO NOT SCALE DRAWINGS.

PROJECT SITE



Operations Services Division Approval <i>Gareth Anderson</i> Purdue Date: 2023.11.02 17:44:00 -40500	Division Approval Digitally signed by Kent Skaal Date: 2023.11.02 15:17:25 +0500		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 Professional Engineer under the laws of the State of Minnesota. YANCIE STAM, PE 26381 10/26/2023 YANCIE STAM	Harmony To Iowa Extension - North Of CR30 Harmony Preston Valley State Trail Parks And Trails FILMORE COUNTY Section: Various Township: 101 N Range: 10 W	Revisions By Date	Title Sheet Survey: LDAR 2/21 Drawn: TR 2/21 Checked: YS 3/21 Horz. datum: NA083 Designed: TR 8/23 Drawn: TR 8/23 Checked: YS 9/23 Vert. datum: NGVD88	Sheet: G-100 CCZ: 87271 File #: TR00754.00.12.07 Site #: R290358
--	---	--	---	---	-------------------------	--	---

Environmental Water Services



City Of Harmony

Monthly Council Report

Reporting for the Month of December 2023

- 1.) Completed DMR no limit exceedances.
- 2.) Completed rounds, checks and process control.
- 3.) Conducted MLSS checks.
- 4.) Checked biological activity under microscope.
- 5.) Filled in and helped with WWTP Duties.
- 6.) Trained Corey on completing the annual Biosolids Report.
- 7.) Conducted Monthly TRC Bench sheet Corey / Rick.
- 8.) Trained Corey on completing Discharge Monitoring Report.
- 9.) Responded to email from Jon Friel (Stantec) Regarding UV system.
- 10.) Tested Digester for Balance Corey / Rick.
- 11.) Reviewed lab reports.

Harmony Economic Development Authority

2023 Annual Activity Report (12 months ending December 31, 2023)

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

Meeting frequency:

Meeting Frequency		
	Regular	Special
2023	12	1
2022	12	4
2021	12	0
2020	11	1
2019	12	2

Meeting attendance record:

Member	Meeting Dates													Absences		
	1/5	2/2	3/2	4/6	5/4	6/8	7/6	8/3	9/5	9/7	10/5	11/2	12/7	2023	2022	2021
K. Kingsley	x	x	x	x	x	x	x	x		x	x	x	x	1	1	-
S. Donney	x	x	x	x		x	x	x	x	x	x	x	x	1	2	4
A. Batstone		x	x	x		x		x	x	x	x	x	x	3	5	2
G. Schieber	x	x	x	x	x		x	x	x	x	x	x	x	1	1	1
M. Himlie	n/a	x	x	x	x	x	x	x	x	x	x	x	x	-	n/a	n/a

Project Highlights:

State Trail Extension Project

- Worked with state legislators to secure additional state funding to complete the trail project.
- Applied for \$5,500,000 LCCMR grant.
- **Secured \$4,000,000** in state bonding funds.
- Worked with DNR to finalize trail design and bid out project.
- Worked with landowners to finalize trail route.

Industrial Park

- Removed old fence line and planted native prairie grasses on a portion of the industrial park previously farmed.
- Assisted 4 prospective projects.

New Home Development

- Convened a working group of local experts to discuss the state of local home development and costs.

Main Street/MnDOT

- Assisted local business with state highway construction related issues.

Eden Renewables Project

- Began preliminary discussions with a utility-grade solar energy developer interested in a project within the Industrial Park.

Downtown Revitalization Program

- **Approved \$29,502** forgivable loan to repair the exterior brick and exterior doors on a Main Street commercial building.
- **Approved \$10,498** forgivable loan to repair the exterior brick on the front of a Main Street commercial building.

New Home Construction Rebate Program

- **Awarded 2 rebates totaling \$31,500** creating 2 new living units and \$933,300 in new home value. Both recipients were new residents to the city.
- Marketed program in various formats including digitally. Continued to receive state, national, and international media attention and interview requests.

Revolving Loan Fund

- **Approved \$35,000** loan to Monster Bash for the acquisition of a neighboring property which would allow for expansion.
- Assisted 2 businesses with payment modifications to adjust for seasonality and 1 business needing a modification due to an ownership sale.
- Managed loan portfolio and repayments.

Other Grants

- Applied for federal congressional earmark totaling \$2,004,000 for the wastewater plant UV system.
- Began implementation of Small City Block Grant, which will assist about 30 businesses and income qualified homeowners with up to about \$35,000 each in eligible rehabilitation projects.

General Business Assistance/Other

- **Worked with 47 individual current and/or prospective businesses** in regards to projects, questions, issues, programs, business planning, financial packaging and other general assistance.
- Attended meetings focused on rural economic development with the President of the United States and US Secretary of Agriculture.
- Reviewed status of project development agreements, managing the ongoing requirements and any issues, ensuring compliance.
- Assisted Chamber of Commerce during city budget process.

Required Reporting

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

Annual Program Review

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

Revolving Loan Fund Summary:

Loan Portfolio since Inception (1989, Harmony Enterprises Grant)

Total Loans Made:	77
Total Principal Amount:	\$1,371,319
Total Principal Repayments:	\$1,100,910
Total Adjustments:	\$43,486
Total Interest Received:	\$283,278
Average Loan Amount:	\$17,809

Economic Development Authority's Financial Impact on Harmony:

(Excluding loan repayments & fund interest earnings)

	2023	2022	2021
Total Grants Received:	\$4,000,000	\$1,020,387	\$2,700,663
Total Loans Made:	\$35,000	\$195,000	\$135,000
Total Short Term Project Revenue Leveraged:	\$71,500	\$52,000	\$186,083
Total Long Term Project Revenue Leveraged:	\$0	\$69,000	\$361,000
Total Dollars Leveraged for Harmony:	\$4,106,500	\$1,336,387	\$3,382,746
Total City Levy:	\$832,230	\$804,070	\$775,361
Total EDA Budget:	\$112,750	\$110,000	\$105,000

Harmony EDA Minutes

January 4, 2024
7:30 AM

Community Center
Council Room

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

Also Present: Amy Bishop, Aaron Bishop, Erica Thilges, Allan Dahl, Stuart Morem, Sam Grabau, and Chris Giesen

The regular and annual meetings were called to order at 7:30 AM by Kerry Kingsley.

Election of Officers

The board discussed and considered nominations to select officers for 2024. Motion by Donney, second by Schieber to cast an unanimous ballot to elect Kerry Kingsley as President, Steve Donney as Vice President, Michael Himlie as Treasurer, and Greg Schieber as Secretary. Motion carried unanimously.

Committee Appointments

Kingsley appointed Donney and EDA appointee Stuart Morem to the loan committee and Schieber and Himlie to the bike trail committee.

Annual Report

The board reviewed the 2023 annual activity report. Motion by Schieber, second by Himlie to approve the report as presented. Motion carried unanimously.

Annual Program Review

Giesen gave a brief overview of the city's business subsidy policy and each established assistance program offered by the board. The board discussed several questions. No changes were recommended at this time. Motion by Himlie, second by Kingsley to recommend that the city council preliminarily approve the downtown revitalization program for the 2024/25 cycle, dependent upon next year's budget, so that the program can be advertised this year. Motion carried unanimously.

Minutes

The board reviewed the minutes of the December 7, 2023 meeting. Motion by Himlie, second by Schieber to approve the minutes as presented. Motion carried unanimously.

Financial Reports & Claims

The loan portfolio was reviewed. There was an invoice for \$200 for digital marketing services from Farm Charm, \$390 quote for the annual visitor guide advertisement. Becky Meyers had requested six months of interest only payments for her EDA loan to accommodate the winter season; the loan committee recommended approval. Motion by Himlie, second by Kingsley to approve the payments and payment modification as requested. Motion carried unanimously.

Bike Trail Extension: Land Acquisition

Giesen updated the board on the bike trail project. He noted that the DNR had recently provided drawings to show the areas needed for additional land acquisitions to avoid a particular parcel of land. He noted that he had spoken with three adjacent landowners

that were very gracious and willing to help by selling additional small pieces of land to route the trail correctly and avoid issues on a particular parcel. The board reviewed the preliminary drawings and Giesen will continue discussions with the landowners. Once purchase agreements are negotiated, it will be brought forward for consideration but additional conversations are needed with landowners, first. Staff will proceed.

2024 Goals & Objectives

The board reviewed current project goals and objectives with the purpose of revising for the upcoming year. Schieber suggested that the board review the city's newly approved Comprehensive Plan and discuss development projects that the board can assist with to achieve the plan's goals. Staff will send the plan to board members and have a follow up discussion item on the February meeting agenda. Giesen suggested the board look at the new home rebate digital marketing efforts for ways to utilize that information to reach out to new or more specific audiences that may be interested in developing property as opposed to simply building new homes. Kingsley suggested the board should continue to look at opportunities the community has for new or missing businesses. The board discussed and concurred with the suggestions. The discussion will continue at the February meeting.

Development Agreement Compliance

Schieber and Giesen updated the board on the action to remedy the defaulted development agreement with Jeff O'Connor of Twin City Trimmers for their project in the industrial park. It was reported that the summons has been served and there is a twenty-day period for a response to the complaint to be given. If a response is given, court proceedings or further negotiations to resolve the matter can proceed. If no response is given the board can request a default judgement from the court to recover the property and damages as listed in the complaint. No further action is needed at this time.

Chamber of Commerce Report

Erica Thilges, Amy Bishop, and Aaron Bishop were present to give the chamber report. Erica gave several updates on past and upcoming community events including the chamber's annual meeting on 1/16 at 5:30 PM at Harmony Sprits. Amy Bishop reviewed the proposed 2024 chamber budget, which will be put forward to the membership at the annual meeting. The board reviewed and discussed. It was noted that the discussion between EDA/chamber board/council mentioned a few months back would be appropriate. The purpose of such discussion would be to refresh communication and look for the best ways in which to work together as organizations for the benefit of the community. Schieber and Kingsley volunteered to represent the board in such discussions. Giesen will invite two council members, and two or three chamber board members will attend as well. Giesen will coordinate an agenda, time, and date. Once the subcommittee is done with their discussion, it was agreed that a joint city/EDA/chamber meeting would be in order to discuss further as a whole group. Consensus was to have the subcommittee meet in late January or early February, with the joint meeting tentatively scheduled for March.

Prospects/Community Update

Giesen gave an update on prospects. The solar energy developer discussed at the last meeting anticipates presenting further details of their project idea at the February or March board meeting. Giesen noted that the city's utility committee has also discussed more details about the electric use side of this project with MiEnergy. Giesen noted that while the board's discussion will center around the land use side of this project, there will

be a need to include the city's utility committee and MiEnergy as discussions with this developer progress and become more detailed.

There was no other business.

Hearing no objections, Kingsley adjourned the meeting. The meeting adjourned at 9:40 AM.

The next regular meeting is scheduled for February 1, 2024 at 7:30 AM at the Community Center.

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: January 1, 2024
To: Harmony City Council
From: Jason Harmening, Deputy Sheriff
John DeGeorge, Fillmore County Sheriff
Re: January 2024 Monthly Council Report

Calls for Service / Patrol Activity:

Reported Date	Title	Street Name
2023-12-01	Ambulance	CENTER ST
2023-12-01	Assist	MAIN AVE
2023-12-03	Drugs	MAIN AVE
2023-12-05	Civil	MAIN AVE
2023-12-07	Warrant	5th ST
2023-12-08	Information	1st AVE
2023-12-11	Fraud/Scam	MAIN AVE
2023-12-11	Assist	2ND AVE
2023-12-11	Alarm	CENTER ST
2023-12-12	MAARC	MAIN AVE
2023-12-12	Parking Complaint	1st Ave
2023-12-12	Animal Complaint	5TH ST
2023-12-12	Suspicious Activity	MAIN AVE
2023-12-13	Traffic	HWY 52
2023-12-13	Welfare Check	MAIN AVE
2023-12-14	Traffic	HWY 52
2023-12-16	Ambulance	MAIN AVE
2023-12-17	Driving Under the Influence	CENTER ST
2023-12-17	Lost and Found	MAIN AVE

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

2023-12-21	Civil	1ST AVE
2023-12-21	Ambulance	3rd AVE
2023-12-21	Traffic	5th ST
2023-12-23	Ambulance	1st Ave
2023-12-24	Ambulance	1st AVE
2023-12-24	MAARC	MAIN AVE
2023-12-26	Juvenile Complaint	1st AVE
2023-12-27	Information	1st Ave
2023-12-28	Training	3rd AVE
2023-12-28	Ambulance	MAIN AVE
2023-12-29	Animal Complaint	MAIN AVE
2023-12-30	Ambulance	MAIN AVE