

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

March 12, 2024
7:00 P.M.

Council Room
Community Center

1. Call to Order
2. Roll Call
3. Public Forum
4. Consent Agenda
 - a) Minutes
 - b) Claims and February Checks
 - c) Cash in CD
 - d) Cash Balances
5. New Business
 - a) Citywide Clean-Up Dates
 - b) Planning and Zoning Recommendations
 - i. CUP – Leslie Andrade, Short-term rental in R-1
 - ii. CUP – Overland Group, Retail Variety Store
 - c) Bike Trail Purchase Agreements
 - d) Industrial Park Parking
6. Reports
 - a) Building & Maintenance Report
 - i. WWTP Report
 - b) EDA Board
 - c) Harmony Chamber
 - d) Park Board
 - e) Library Board
 - f) Arts Board
 - g) Fire Department
 - h) Sheriff Report
7. Adjourn



February 12, 2024

REGULAR MEETING

HARMONY CITY COUNCIL

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, Domingo Kingsley and Michael Himlie; City Clerk/Ambulance Director Samantha Grabau, Deputy Clerk Lisa Morken, Attorney Greg Schieber and Brett Grabau, Stantec. Also, present were Karen Apenhorst, Hannah Wingert, (Fillmore County Journal), Erica Thilges, Aaron Bishop, Mary Sack.

PUBLIC FORUM: None

CONSENT AGENDA: Councilmember Grabau motioned to approve the consent agenda which consisted of minutes, claims and January checks, cash in CD, Fillmore County Ambulance Subsidy Agreement and Telecommuter Forward City Program. Councilmember Kingsley seconded the motion. A vote was held. All in favor. Motion carried.

2024 STREET PROJECT: Brett Grabau, Stantec requested City Council's approval to advertise for bids. Grabau (Stantec) would like Council to schedule a special meeting the week of March 25th to award bids. Councilmember Grabau motioned to approve Stantec's request to advertise for bids. Councilmember Kingsley seconded the motion. A vote was held. All in favor. Motion carried. Mayor Donney motioned to have a meeting to award bids Monday, March 25th, 2024 at 7:30 am in the Council Room. Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried.

RESOLUTION 24-02 Utility Rates: Councilmember Grabau explained that 2024 utility rates need to be raised to pay for the sewer UV project, a new leaf vac, the remote meter reading project (\$1 each), etc. Mayor Donney asked how many unmetered water service accounts there are? City Clerk Samantha Grabau replied that there are none. Councilmember Himlie asked how many residential electric meters there are? City Clerk Samantha Grabau replied that there are approximately 700. Councilmember Grabau motioned to approve Resolution 24-02. Councilmember Scheevel seconded the motion. A vote was held. All in favor. Motion carried.

DRIVEWAY DRAINAGE: The driveway at 308 1st St NW has poor drainage. Since this is an unimproved street, the homeowner is responsible for repairs. The homeowner asked that the City assist with contractor coordination. Councilmember Himlie motioned to approve passthrough repair and billing for drainage work at 308 1st St NW. Councilmember Kingsley seconded the motion. A vote was held. All in favor. Motion carried.

PERSONNEL COMMITTEE: After an annual review, the Personnel Committee recommended that the pay rate for Samantha Grabau, City Clerk/Ambulance Director be raised to grade 10, step 3 from grade 10 step 1. Councilmember Scheevel asked what grade an Administrator would be? Mayor Donney replied that it would depend on their education and experience. Councilmember Grabau noted that Clerk Grabau is going two jobs – City Clerk and Ambulance Director. Samantha Grabau was appointed to the City Clerk position in January, 2023. The Personnel Committee completed her six-month review in July. Councilmember Himlie motioned that the pay rate remain the same, grade 10 step 1. The motion was not seconded and failed. Mayor Donney motioned that the pay rate for Samantha Grabau, City Clerk/Ambulance Director be raised to grade 10, step 3. Councilmember Kingsley seconded the motion. A vote was held. Councilmembers Kingsley and Scheevel in favor, Mayor Donney in favor, Councilmember Himlie opposed, and Councilmember Grabau abstained. Motion carried.

LIQUOR LICENSE RENEWAL: Kwik Trip liquor license renewal documents have not been received. Mayor Donney motioned to approve the Kwik Trip liquor license renewal with the condition that all required documents are submitted to the City of Harmony by Kwik Trip. Councilmember Himlie seconded the motion. A vote was held. All in favor. Motion carried.

REPORTS:

BUILDING & MAINTENANCE: Councilmember Grabau stated that maintenance staff are looking at new leaf vac options. Clerk Grabau stated that maintenance is also looking at possible p-tac replacements.

WWTP: Report is in agenda packet.

EDA: Meeting minutes in agenda packet. Telecommuter Forward City Program recommended by MiBroadband and Jackie Van Minsel, Spring Grove Communications. Bike trail plans are going good.

PARK BOARD: The Park Board is requesting one summer help position this season instead of two. Councilmember Himlie motioned to approve advertising for a 2024 summer help position. Councilmember Scheevel seconded the motion. A vote was held. All in favor. Motion carried. The Park Board would also like to continue the Tree Program in 2024. Councilmember Grabau motioned to approve the 2024 Tree Program. Councilmember Scheevel seconded the motion. A vote was held. All in favor. Motion carried. This fall a snow fence may need to be installed at the Splash Pad to stop snowmobiles from hitting the water features.

FIRE DEPARTMENT: Nothing new to report.

SHERIFF'S REPORT: Report is in agenda packet.

LIBRARY BOARD: Councilmember Himlie distributed a Value to Public Library breakdown.

ARTS BOARD: Nothing new to report.

CHAMBER: 4th of July preparation meetings will be held on the last Wednesday of each month at 6:30 pm, at Harmony Sprints. The first meeting is on February 28th, 2024.

Mayor Donney introduced our new Finance Clerk, Karen Apenhorst.

Upon no further business, Mayor Donney adjourned the meeting.

Lisa Morken, Deputy Clerk

Mayor Steve Donney

CITY OF HARMONY

*Check Summary Register©

February 2024

Name	Check Date	Check Amt	
10101 1st Southeast Bank-G			
826e BPAS	2/6/2024	\$132.50	JAN BPAS VEBA pmt
827e FIRST SOUTHEAST BANK	2/1/2024	\$150.00	JAN FSA Contribution
828e INTERNAL REVENUE SERVICE	2/5/2024	\$9,631.49	JAN. SSI - monthly and annual
829e PUBLIC EMPLOYEES RETIREME	2/5/2024	\$4,920.81	JAN PERA 511800
830e PUBLIC EMPLOYEES RETIREME	2/5/2024	\$1,030.00	JAN. PERA 928900
831e MN CHILD SUPPORT PAYMENT	2/5/2024	\$565.00	JAN. Child support
832e MINNESOTA REVENUE	2/5/2024	\$1,519.18	JAN. State withholding
833e Nationwide Retirement Solution	2/6/2024	\$500.00	JAN. Nationwide
834e WEX HEALTH, INC.	2/6/2024	\$397.50	JAN. HSA/VEBA
835e WEX BANK	2/9/2024	\$559.69	Ambulance fuel
842e SOUTHEAST SERVICE CO-OP	3/6/2024	\$0.00	FEBRUARY HEALTH INSURANCE
843e SOUTHEAST SERVICE CO-OP	2/28/2024	\$3,646.88	FEBRUARY HEALTH INSURANCE
844e MN DEPT OF REVENUE	2/20/2024	\$6,628.00	MN Sales Tax Due
845e WEX HEALTH, INC.	2/28/2024	\$0.00	WEX admin fees
846e WEX HEALTH, INC.	3/7/2024	\$0.00	WEX admin fees
847e FIRST SOUTHEAST BANK	3/7/2024	\$0.00	Utility ACH fee
848e FIRST SOUTHEAST BANK	3/7/2024	\$0.00	ACH payroll fee
849e FIRST SOUTHEAST BANK	2/28/2024	\$27.30	Utility ACH fee
850e FIRST SOUTHEAST BANK	2/28/2024	\$6.90	ACH payroll fee
851e WEX HEALTH, INC.	2/28/2024	\$11.00	WEX admin fees
852e PSN	3/7/2024	\$537.32	PSN payment service
853e FIRST SOUTHEAST BANK	2/29/2024	\$250.00	BRIAN - FEBRUARY HAS
69118 First Southeast Bank	2/13/2024	\$125.00	Ralph Schansberg Energy Star Rebate
69119 Abdo	2/13/2024	\$40,650.00	Audit prep & training videos
69120 ACTIVE911, INC	2/13/2024	\$180.00	Active alert subscription
69121 AT&T MOBILITY	2/13/2024	\$165.94	Jan. Ambulance cell phone & hotspot
69122 BAKER & TAYLOR	2/13/2024	\$856.19	Movies on DVD
69123 BANYON DATA SYSTEMS, INC	2/13/2024	\$2,715.00	Banyon sotware support
69124 BIGALK, TERRY	2/13/2024	\$803.02	WW school & testing meals 2/5-8
69125 BRUENING ROCK PRODUCTS, IN	2/13/2024	\$5,325.79	Paid invoice 303202 twice
69126 BURGER, NANCY	2/13/2024	\$75.00	Refunded payment. Baby shower cancelled.
69127 CANON FINANCIAL SERVICES, I	2/13/2024	\$44.00	Copier lease
69128 CATALIS LLC	2/13/2024	\$315.00	Email services Jan-Dec 2024 (3)
69129 CENTRAL PENSION FUND	2/13/2024	\$445.50	January 24 Union pension
69130 CULLIGAN	2/13/2024	\$64.40	Drinking water and dispenser rent
69131 DALCO	2/13/2024	\$182.39	VC Toilet bowl cleaner
69132 DEMCO	2/13/2024	\$531.38	Book covers & CD cases
69133 DUPERON CORPORATION	2/13/2024	\$7,500.00	Job # W3999; WWTP
69134 CARDMEMBER SERVICES	2/13/2024	\$3,129.91	Target SRP prizes, DIY toy act. Kit
69135 EMERGENCY MEDICAL PRODUC	2/13/2024	\$106.81	Curaplex nasal flared tips, freight
69136 EMS Management & Consultant, I	2/13/2024	\$649.00	33 trips coded
69137 ENVIRONMENTAL WATER SERVI	2/13/2024	\$1,500.00	Wastewater operations & mgmt Jan
69138 FILLMORE COUNTY ATTORNEY	2/13/2024	\$428.00	Criminal legal fees 23-CR-21-596
69139 FILLMORE COUNTY SHERIFF	2/13/2024	\$31,743.46	2023 4th Quarter Sheriff contract
69140 MICHAEL FREDERICK	2/13/2024	\$96.00	8 books
69141 GOPHER STATE ONE CALL, INC	2/13/2024	\$52.70	2 locates; Annual Facility Op Fee
69142 GRABAU, SAMANTHA	2/13/2024	\$242.26	Amb ICS-300 training mileage & meals
69143 HAMMELL EQUIPMENT	2/13/2024	\$103.10	Snow/ice, replaced antenna
69144 Jordon Hanson	2/13/2024	\$25.00	EMT Recertification reimbursement
69145 HARMONY CHAMBER OF COMM	2/13/2024	\$987.85	2023 Lodging tax to Chamber (campground)
69146 HARMONY FOODS	2/13/2024	\$111.51	Chex mix, train kits 1/20, 5395
69147 HARMONY PUBLIC UTILITIES	2/13/2024	\$11,200.80	Town Clock electric
69148 MiBroadband	2/13/2024	\$856.82	Administration phone
69149 HAWKINS, Inc.	2/13/2024	\$30.00	Chlorine cylinder WWTP

CITY OF HARMONY

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*Check Summary Register©

February 2024

Name	Check Date	Check Amt	
69150	I.U.O.E. LOCAL 49 FRINGE BENE	2/13/2024	\$4,425.00 Union Health Insurance
69151	INGRAM LIBRARY SERVICES, IN	2/13/2024	\$140.07 Audio books on CD
69152	IRONSIDE TRAILER SALES	2/13/2024	\$1,493.83 Repair spreader on Corey's truck
69153	IUOE LOCAL #49	2/13/2024	\$105.00 Union dues
69154	KINGSLEY MERCANTILE	2/13/2024	\$158.24 Comm Cen - batteries, tape, dual AC charger
69155	KWIK TRIP,INC	2/13/2024	\$922.99 Ambulance fuel
69156	LOFFLER Companies, Inc	2/13/2024	\$30.29 Copier maintenance fee
69157	MAYO CLINIC AMBULANCE	2/13/2024	\$782.07 Intercept charges 24-9510 1/25/24
69158	METERING & TECHNOLOGY SOL	2/13/2024	\$634.87 Water meter, freight
69159	METRO Sales	2/13/2024	\$92.52 January contract & usage
69160	MIENERGY COOPERATIVE	2/13/2024	\$67,902.75 Power for Resale
69161	MINNESOTA ENERGY	2/13/2024	\$25.66 Comm center natural gas
69162	MISSISSIPPI WELDERS SUPPLY	2/13/2024	\$136.78 Medical oxygen
69163	MINN MUNICIPAL UTILITIES ASS	2/13/2024	\$1,478.00 Electric Utilitiy Member Dues
69164	MOREM ELECTRIC, INC	2/13/2024	\$44,060.26 Repair lights 5th St NE, 5th Ave SE
69165	LISA MORKEN	2/13/2024	\$6.67 UB deposit paperwork postage
69166	NCPERS Group Life Ins.	2/13/2024	\$16.00 511800 Life insurance
69167	Nethercut Schieber Attorneys,	2/13/2024	\$262.50 January legal fees
69168	PLUNKETTS PEST CONTROL, IN	2/13/2024	\$85.20 Rodent control program
69169	QUILL CORPORATION	2/13/2024	\$37.52 First aide kit
69170	RICHARDS SANITATION, LLC	2/13/2024	\$8,024.30
69171	RIVERLAND COMMUNITY COLLE	2/13/2024	\$6,960.00 EMT train. Mayer, Nelson, Patch, Stelpflug
69172	RUN RIGHT POWER LLC	2/13/2024	\$75.39 4 STROKE FUEL
69173	SeaChange Print Innovations	2/13/2024	\$218.50 Animal Tags
69174	SOUTHEASTERN LIBRARIES CO	2/13/2024	\$1,331.98 Basic services & tech support
69175	Stantec Consulting Services, I	2/13/2024	\$362.50 WWTP Site meeting with staff
69176	Star Energy Services	2/13/2024	\$135.00 Morem Electric solar proj. engineering
69177	STRYKER SALES CORPORATION	2/13/2024	\$890.00 POWER-PRO XT inspection + travel
69178	USABLE LIFE	2/13/2024	\$57.20 101421301G
69179	UTILITY CONSULTANTS, INC	2/13/2024	\$1,700.23 4 Coliform 12/2023 & 1/2024
69180	WHALEN, COREY	2/13/2024	\$110.00 Meals at WWTP classes 2/6,7,8
69181	WIDSETH SMITH NOLTING & ASS	2/13/2024	\$1,060.00 City limits, City Council Meeting Comp Plan
69182	VALLEY VIEW OVERHEAD DOOR	2/20/2024	\$6,028.10 Overhead door, HKL, Est 1022
500550e	Monthly ACH	2/29/2024	\$28,386.21
Total Checks			\$319,891.03

CITY OF HARMONY
City Council Claims for Review

March 12, 2024

Fund Descr	Object of Expense	Vendor	Comments	Amount
101 General Fund				
General Fund	Union Central Pension Fund	CENTRAL PENSION FUND	Feb.2024 Union Pension	\$405.00
General Fund	Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union Health insurance March 2024	\$4,260.00
General Fund	Union Dues	IUOE LOCAL #49	Union dues March 24	\$105.00
General Fund	NCPERS Insurance	NCPERS GROUP LIFE INS	511800 Life Insurance	\$16.00
General Fund	Life Insurance	USABLE LIFE	101421301G	\$57.20
General Fund	Postage	US POSTMASTER	2024 PO Box 488 annual service fee	\$188.00
General Fund	Repair/Maint Office Equipment	METRO SALES	February contract & usage	\$180.88
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Civil Defense phone/internet	\$44.02
General Fund	Contractual Services	CUSTOM ALARM	Fire alarm monitoring 4/24-6/24	\$110.22
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Comm Center electric utilities	\$3,087.68
General Fund	Gas Utilities	MINNESOTA ENERGY	Community Center gas utilities	\$505.12
General Fund	General Operating Supplies	KINGSLEY MERCANTILE	Table, WD-40, Lock-ease, magnet	\$192.46
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	CC maintenance fuel	\$19.05
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Comm Center sewer utilities	\$58.59
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Admin phone/internet	\$293.31
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Comm Center water utilities	\$38.99
General Fund	Engineering Fees	STANTEC CONSULTING SERVICES, I	Dollar General plan review	\$302.00
General Fund	Engineering Fees	STANTEC CONSULTING SERVICES, I	Harmony 2024 Street & Utility Project	\$81,546.41
General Fund	Program Services	HARMONY FOODS	Golden Happenings juice, tea	\$7.27
General Fund	Wages & Salaries	HANLON, DIANE	Election Training & Election Judge - Primar	\$127.50
General Fund	Wages & Salaries	GRABAU, SAMANTHA	mileage & meals at training ADMIN	\$130.48
General Fund	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	Audit Preparation 2023	\$642.50
General Fund	Motor Fuels/Lubricants	HAMMELL EQUIPMENT	filters and oil for snow & ice equipment	\$324.00
General Fund	Motor Fuels/Lubricants	WEX	Corey's truck fuel	\$139.24
General Fund	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	February legal services	\$285.00
General Fund	General Operating Supplies	CULLIGAN	Drinking water and dispenser rent	\$72.50
General Fund	Uniforms	KELLY PRINTING & SIGNS	Uniform allowance, City t-shirts (30)	\$594.30
General Fund	Legal Notices Publishing	FILLMORE COUNTY JOURNAL	CUP public hearing notice, retail variety	\$39.88
General Fund	Legal Notices Publishing	FILLMORE COUNTY JOURNAL	CUP short term rental 130 4th Ave SE	\$19.94
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Police phone/internet	\$68.87
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Maintenance Shop electric utilities	\$214.02
General Fund	Gas Utilities	MINNESOTA ENERGY	Shop gas utilities	\$306.79
General Fund	General Operating Supplies	HARMONY FOODS	Shop toilet paper	\$4.99
General Fund	Motor Fuels/Lubricants	HAMMELL EQUIPMENT	filters and oil for tractor equipment	\$324.00
General Fund	Repair/Maint Bldg/Structures	PLUNKETTS PEST CONTROL, INC	Rodent control program	\$85.20
General Fund	Repair/Maint Machinery/Equip	MOREM ELECTRIC, INC	Repair Pressure Washer	\$124.81

CITY OF HARMONY
City Council Claims for Review

March 12, 2024

Fund Descr	Object of Expense	Vendor	Comments	Amount
General Fund	Repair/Maint Other Improve	Nolan Lumber Company	shop-nylon door rollers	\$42.00
General Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Thermostat, pilot, 1/2" galv. Pipe	\$74.47
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Shop internet	\$44.95
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Maintenance Shop water utilities	\$18.30
General Fund	General Notices and Pub Info	FILLMORE COUNTY JOURNAL	Street & utility bids	\$345.54
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Visitors Center electric utilities	\$112.97
General Fund	Gas Utilities	MINNESOTA ENERGY	Visitor Center gas utilities	\$391.99
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	VC maintenance fuel	\$19.05
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Visitors Center sewer utilities	\$24.39
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Visitors Center water utilities	\$16.45
101 General Fund				\$96,011.33
202 CDBG Rehab Loan Program				
CDBG Rehab Loan Progr	Program Services	BRAD MEYER CONSTRUCTION	██████████; windows, door, materials	\$11,000.00
CDBG Rehab Loan Progr	Program Services	BRAD MEYER CONSTRUCTION	██████████; windows, entry doors	\$8,600.00
CDBG Rehab Loan Progr	Program Services	CEDA	Admin SCDP grant	\$904.00
CDBG Rehab Loan Progr	Program Services	SEMCAAC	Admin SCDP grant	\$3,570.00
CDBG Rehab Loan Progr	Program Services	SEMCAAC HELP PROGRAM	Lead based paint risk assessment	\$700.00
CDBG Rehab Loan Progr	Program Services	SEMCAAC HELP PROGRAM	Lead based paint risk assessment	\$700.00
CDBG Rehab Loan Progr	Program Services	SEMCAAC HELP PROGRAM	Lead based paint risk assessment	\$700.00
202 CDBG Rehab Loan Program				\$26,174.00
211 Library Fund				
Library Fund	General Operating Supplies	HARMONY FOODS	Bleach	\$4.69
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audiobooks on CD	\$20.70
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audiobooks on CD	\$72.75
Library Fund	Media-Books	BAKER & TAYLOR	Various books	\$17.40
Library Fund	Media-Books	BAKER & TAYLOR	Erin Hunter books	\$29.35
Library Fund	Media-Books	BAKER & TAYLOR	Various books	\$490.52
Library Fund	Media-Books	BAKER & TAYLOR	Various books	\$20.26
Library Fund	Media-Books	BAKER & TAYLOR	Various books	\$105.42
Library Fund	Media-Books	BAKER & TAYLOR	Various books	\$339.83
Library Fund	Media-Video	BAKER & TAYLOR	Movies on DVD	\$41.97
Library Fund	Media-Video	BAKER & TAYLOR	Movies on DVD	\$26.24
Library Fund	Media-Video	BAKER & TAYLOR	Movies on DVD	\$29.99
Library Fund	Media-Video	BAKER & TAYLOR	Movies on DVD	\$58.45
Library Fund	Media-Video	BAKER & TAYLOR	Movies on DVD	\$26.92
Library Fund	Media-Video	BAKER & TAYLOR	Movies on DVD	\$8.24

CITY OF HARMONY
City Council Claims for Review

March 12, 2024

Fund Descr	Object of Expense	Vendor	Comments	Amount
Library Fund	Media-Video	ELAN FINANCIAL SERVICES	Amazon, replacement movie	\$14.83
Library Fund	Office Accessories	QUILL CORPORATION	Bleeding control kit standard	\$90.46
Library Fund	Office Equip	ELAN FINANCIAL SERVICES	Microsoft Office 365 subscription	\$161.06
Library Fund	Office Equip	SOUTHEASTERN LIBRARIES COOP	Website hosting	\$230.00
Library Fund	Program Supplies	DEMCO, INC	Card stock paper	\$117.60
Library Fund	Program Supplies	ELAN FINANCIAL SERVICES	Amazon, SRP prizes, Legos for kids room	\$164.10
Library Fund	Program Supplies	MICHAELS COMPANIES	SRP Supplies	\$55.64
Library Fund	Program Supplies	PATTERSON, ELENA	Alphabet letters for SRP	\$26.91
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	\$19.77
Library Fund	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Basoc services and tech support	\$331.98
Library Fund	Telephone	HARMONY TELEPHONE COMPANY	Library phone/internet	\$80.37
211 Library Fund				\$2,629.45
222 Fire Fund				
Fire Fund	General Operating Supplies	CLAREY S SAFETY EQUIPMENT, INC	Fire extinguisher inspection, hook	\$141.50
Fire Fund	General Operating Supplies	HARMONY FOODS	Fire Dept. toilet paper - 30 rolls	\$38.38
Fire Fund	General Operating Supplies	MOREM ELECTRIC, INC	Industrial batteries for Fire Dept	\$52.56
Fire Fund	Motor Fuels/Lubricants	WEX	Fire truck fuel	\$89.51
Fire Fund	Repair/Maint Other Equipment	ALEX AIR APPARATUS 2 LLC	Compressor service air quality test	\$1,144.09
Fire Fund	Repair/Maint Vehicles	HAMMELL EQUIPMENT	Fire Dept - Battery	\$42.69
Fire Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Fire Dept electric utilities	\$315.45
Fire Fund	Gas Utilities	MINNESOTA ENERGY	Fire Hall gas utilities	\$264.83
Fire Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Fire Dept sewer utilities	\$23.51
Fire Fund	Telephone	HARMONY TELEPHONE COMPANY	Fire Dept Phone/internet	\$98.35
Fire Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Fire Dept water utilities	\$15.87
222 Fire Fund				\$2,226.74
223 Ambulance Fund				
Ambulance Fund	Contractual Services	EMS MANAGEMENT & CONSULTANT	17 trips coded	\$201.00
Ambulance Fund	Contractual Services	EMS MANAGEMENT & CONSULTANT	17 trips coded	\$226.00
Ambulance Fund	General Operating Supplies	STRYKER SALES CORPORATION	Lucas power supply with cord	\$460.51
Ambulance Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	Amb. Ambulance fuel	\$501.54
Ambulance Fund	Repair/Maint Vehicles	DECORAH AUTO CENTER	Full service check over. Added DEF.	\$217.96
Ambulance Fund	Small Tools and Minor Equip	ANCOM TECHNICAL CENTER	3 pagers, warrant, programmim	\$1,428.00
Ambulance Fund	Small Tools and Minor Equip	ANCOM TECHNICAL CENTER	3 pagers, warrant, programmim	\$1,632.00
Ambulance Fund	Telephone	AT&T MOBILITY	March Ambulance cell phone & hotspot	\$82.98
Ambulance Fund	Training Fees	HARMONY FOODS	Refreshments for Ambulance Training	\$17.76

CITY OF HARMONY
City Council Claims for Review

March 12, 2024

Fund Descr	Object of Expense	Vendor	Comments	Amount
Ambulance Fund	Training Fees	SE MINNESOTA EMS	CEVO class Nelson, Patch, S. Mayer, Stelp	\$250.00
Ambulance Fund	Wages & Salaries	GRABAU, SAMANTHA	mileage & meals at training AMB	\$130.48
223 Ambulance Fund				<u>\$5,148.23</u>
251 Park Fund				
Park Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Parks electric utilities	\$217.85
251 Park Fund				<u>\$217.85</u>
315 G.O. Tax Abate Refund 2013A-CC				
G.O. Tax Abate Refund	Debt Service Interest	FIRST SOUTHEAST BANK	Series 2013A, Gen ob tax abate bond	\$176.00
315 G.O. Tax Abate Refund 2013A-CC				<u>\$176.00</u>
601 Water Fund				
Water Fund	MN Water Testing Fee Due	MN DEPT OF HEALTH	1/1/24-3/31/24 Connection fee	\$1,462.00
Water Fund	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	Audit Preparation 2023	\$642.50
Water Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Chlorine cylinders	\$20.00
Water Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	2 chlorine cylinders - water	\$20.00
Water Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Pumphouse 1, 2 and 3 elec. Utilities	\$1,251.44
Water Fund	Gas Utilities	MINNESOTA ENERGY	Pumphouse #2 gas utilities	\$29.59
Water Fund	Gas Utilities	MINNESOTA ENERGY	Pumphouse #1 gas utilities	\$90.22
Water Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	2 Coliform 2.2024	\$47.58
Water Fund	Repair/Maint Other Equipment	HARMONY TELEPHONE COMPANY	Repair meter reading laptop	\$12.50
601 Water Fund				<u>\$3,575.83</u>
602 Sewer Fund				
Sewer Fund	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	Audit Preparation 2023	\$642.50
Sewer Fund	Taxes, Licenses & Permits	MN DEPT OF PUBLIC SAFETY (LCD)	Permit for hazardous materials 2023	\$100.00
Sewer Fund	Taxes, Licenses & Permits	MN DEPT OF PUBLIC SAFETY (LCD)	Permit for hazardous materials 2022	\$100.00
Sewer Fund	Taxes, Licenses & Permits	MN DEPT OF PUBLIC SAFETY (LCD)	Permit for hazardous materials 2021	\$100.00
Sewer Fund	Taxes, Licenses & Permits	MN POLLUTION CONTROL AGENCY	WWTP Annual Fee	\$1,450.00
Sewer Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	WWTP Bionutralizer tabs/freight/fuel	\$5,506.40
Sewer Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Chlorine cylinder WWTP	\$10.00
Sewer Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	WWTP+ Lift Stations electric utilities	\$1,488.63
Sewer Fund	Engineering Fees	DUPERON CORP	Low Flow W/LFWC - 20% contract down	\$30,000.00
Sewer Fund	Engineering Fees	STANTEC CONSULTING SERVICES, I	Sewer - UV Disinfection Concept Design	\$905.25
Sewer Fund	Gas Utilities	MINNESOTA ENERGY	WWTP gas utilities	\$385.07
Sewer Fund	General Operating Supplies	HARMONY FOODS	Gallon freezer bags for samples	\$3.99
Sewer Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	WWTP Samples 1/31,2/7,14,21	\$1,208.85
Sewer Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	WWTP sewer utilities	\$1,985.44

CITY OF HARMONY
City Council Claims for Review

March 12, 2024

Fund Descr	Object of Expense	Vendor	Comments	Amount
Sewer Fund	Telephone	HARMONY TELEPHONE COMPANY	Sewer dialers/Lifts	\$171.52
Sewer Fund	Utility Maint Materials	KINGSLEY MERCANTILE	Hose, brass fittings, 10 ft PVC	\$51.40
Sewer Fund	Water Utilities	HARMONY PUBLIC UTILITIES	WWTP water utilities	<u>\$1,308.92</u>
602 Sewer Fund				\$45,417.97
603 Solid Waste Fund				
Solid Waste Fund	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	Audit Preparation 2023	\$642.50
Solid Waste Fund	Motor Fuels/Lubricants	HAMMELL EQUIPMENT	filters and oil for treedump equipment	\$325.10
Solid Waste Fund	Refuse/Garbage Disposal	RICHARDS SANITATION, LLC	Trash & Recycling Service	<u>\$8,024.30</u>
603 Solid Waste Fund				\$8,991.90
604 Electric Fund				
Electric Fund	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$61,059.68
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Electric car chargers electric utilities	\$16.68
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Town clock electric utilities	\$14.27
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Streetlights electric utilities	\$1,009.05
Electric Fund	Motor Fuels/Lubricants	WEX	Brian'S truck fuel	\$114.18
Electric Fund	Repair/Maint Other Equipment	HARMONY TELEPHONE COMPANY	Repair meter reading laptop	\$12.50
Electric Fund	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	7 Locate tickets	\$9.45
Electric Fund	Repair/Maint Vehicles	IRONSIDE TRAILER SALES & SERVI	Oil change 2023 Chevy truck	\$77.95
Electric Fund	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	Audit Preparation 2023	\$642.50
Electric Fund	Taxes, Licenses & Permits	MN DEPT OF COMMERCE	4th Quarter permitting assessment	<u>\$17.77</u>
604 Electric Fund				\$62,974.03
620 Economic Development Authority				
Economic Development	Advertising	FARM CHARM	Social Media assistant	\$1,700.00
Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA phone/internet	\$58.10
Economic Development	Donations to Civic Org s	HARMONY CHAMBER OF COMMERCE	Chamber 2024 budgeted funds	<u>\$15,000.00</u>
620 Economic Development Authority				\$16,758.10
				<u>\$270,301.43</u>

CITY OF HARMONY

*Cash Balances

Cash Account: 10101

March 2024

Fund	2024 Begin Balance	Receipts	Disbursements	Transfers	Journal Entries	Payroll JEs	Balance	
10100								
410 - Trailhead Project	(\$0.23)			0	\$0.00		(\$0.23)	In Balance
10101 - 1st Southeast Bank-G								
101 - General Fund	(\$1,572,427.02)	\$211,544.22	(\$200,853.28)	0	\$0.00	\$9,250.31	(\$1,552,485.77)	In Balance
201 - DTED Revolving Loan Program	\$170,825.12	\$8,605.75	(\$75.00)	0	\$0.00		\$179,355.87	In Balance
202 - CDBG Rehab Loan Program	\$16,799.39		(\$32,202.10)	0	\$0.00		(\$15,402.71)	In Balance
211 - Library Fund	\$28,596.83	\$8,883.76	(\$12,447.55)	0	\$0.00	(\$16,464.72)	\$8,568.32	In Balance
222 - Fire Fund	\$123,537.93	\$1,583.89	(\$8,101.11)	0	\$0.00		\$117,020.71	In Balance
223 - Ambulance Fund	\$206,498.67	\$35,937.32	(\$18,678.44)	0	\$0.00	(\$15,788.62)	\$207,968.93	In Balance
251 - Park Fund	\$50,345.02	\$548.19	(\$2,080.27)	0	\$0.00	(\$234.51)	\$48,578.43	In Balance
261 - Arts Fund	\$15,396.68	\$144.85	(\$1,667.00)	0	\$0.00		\$13,874.53	In Balance
312 - GO Bonds, Series 2002B	\$0.00			0	\$0.00		\$0.00	In Balance
314 - G.O. Impr Bonds, 2010A-3rdStSW	\$0.27			0	\$0.00		\$0.27	In Balance
315 - G.O. Tax Abate Refund 2013A-CC	\$37,943.65	\$84.37	(\$176.00)	0	\$0.00		\$37,852.02	In Balance
316 - GO Tax Abatement Bonds 13B-HG	(\$0.15)			0	\$0.00		(\$0.15)	In Balance
317 - GO Impr Bond-2014A-1st Ave SW	\$4,531.12			0	\$0.00		\$4,531.12	In Balance
318 - G.O. Bond 2021 (refi)	\$209,535.13	\$468.58	(\$216,947.00)	0	\$0.00		(\$6,943.29)	In Balance
319 - 2020 Street GO BOND	\$288,527.23	\$853.78	(\$215,672.50)	0	\$0.00		\$73,708.51	In Balance
320 - Dairyland/Wickett Const.	\$0.00			0	\$0.00		\$0.00	In Balance
321 - 21-A MiEnergy loan	(\$10,631.50)		(\$27,223.00)	0	\$0.00		(\$37,854.50)	In Balance
401 - Capital Projects Fund	\$324,897.52	\$30,303.20		0	\$0.00		\$355,200.72	In Balance
405 - TIF District #1	\$0.07			0	\$0.00		\$0.07	In Balance
410 - Trailhead Project	\$140.92			0	\$0.00		\$140.92	In Balance
418 - TIF District #5 (Antique Mall)	\$0.00			0	\$0.00		\$0.00	In Balance
419 - Third St SW Project	\$0.00			0	\$0.00		\$0.00	In Balance
420 - TIF District #6 (HECO)	(\$49.89)		(\$50.00)	0	\$0.00		(\$99.89)	In Balance
421 - First Ave SW Project	(\$0.10)			0	\$0.00		(\$0.10)	In Balance
422 - Well No 3 Project	\$0.00			0	\$0.00		\$0.00	In Balance
423 - 2017 Street & Utility Project	\$0.46			0	\$0.00		\$0.46	In Balance
424 - 2020 Street Project	(\$0.40)			0	\$0.00		(\$0.40)	In Balance
425 - Dairyland TIF 1-7	\$65,865.09			0	\$0.00		\$65,865.09	In Balance
426 - TIF 1-8 Oconnor	(\$0.36)			0	\$0.00		(\$0.36)	In Balance
601 - Water Fund	\$457,035.59	\$49,448.82	(\$19,461.46)	0	\$0.00	(\$13,555.21)	\$473,467.74	In Balance
602 - Sewer Fund	(\$3,809.92)	\$71,747.80	(\$92,024.01)	0	\$0.00	(\$13,311.91)	(\$37,398.04)	In Balance
603 - Solid Waste Fund	\$43,759.99	\$26,508.12	(\$34,988.91)	0	\$0.00	(\$1,088.13)	\$34,191.07	In Balance

CITY OF HARMONY

***Cash Balances**

Cash Account: 10101

March 2024

Fund	2024 Begin Balance	Receipts	Disbursements	Transfers	Journal Entries	Payroll JEs	Balance	
604 - Electric Fund	\$941,214.93	\$223,452.22	(\$265,013.81)	0	\$0.00	(\$6,501.78)	\$893,151.56	In Balance
605 - Storm Water Fund	\$85,917.37	\$7,020.10		0	\$0.00	(\$608.74)	\$92,328.73	In Balance
620 - Economic Development Authority	\$137,447.71	\$671.30	(\$26,672.57)	0	\$0.00	(\$171.20)	\$111,275.24	In Balance
621 - Heritage Grove	\$0.00			0	\$0.00		\$0.00	In Balance
851 - Sanderson Memorial Trust Fund	\$0.00			0	\$0.00		\$0.00	In Balance
902 - Long Term Debt Account Group	\$0.37			0	\$0.00		\$0.37	In Balance
	<u>\$1,621,897.49</u>	<u>\$677,806.27</u>	<u>(\$1,174,334.01)</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>(\$58,474.51)</u>	<u>\$1,066,895.24</u>	

Southern Minnesota Recycling

23036 State Hwy 16, Preston MN 55965

Don, 507-259-6740 or Dan 507-884-5482

Spring cleanup price sheet 2024

Items accepted free of charge:

Auto batteries, scrap metal, computers, laptops, & household electronics, cell phones

Chargeable items:

Appliances with Freon \$15.00

Refrigerators, Freezers, AC units, Dehumidifiers, Ice machines

Appliances: \$10.00

Washer, Dryer, furnace, Water heater, Microwave, Stove, Dish Washer

Tires: \$5.00

Car and small truck

TV's or Computer monitors \$20.00

We now have a roll-off dumpster service for your site cleanup or construction needs.

Available within 30 miles of Preston MN

– 10 yard \$ 340.00 + tax

– 15 yard \$ 400.00 + tax

– 20 yard \$ 600.00 + tax

We do not accept the following item:

Hazardous waste, light bulbs, paint, semi or tractors tires, household garbage, used oil, antifreeze, Mattress, or Box spring

Pick-up service available by appointment. Fees will vary.

**CITY OF HARMONY
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Samantha Grabau	Meeting Date: March 12, 2024	Agenda Item No. 5b i
Agenda Section: New Business	Item: Short-Term Renal CUP – R-1	
BACKGROUND: The Planning and Zoning Commission reviewed the Conditional Use Permit (CUP) for an Airbnb zoned R-1. This application was reviewed and the CUP for the Airbnb was approved after some discussion.		
ATTACHMENTS: None.		
COUNCIL ACTION REQUESTED: Planning and Zoning recommends approval of the CUP until change of ownership.		

CITY OF HARMONY APPLICATION FOR CONDITIONAL USE PERMIT Fee: <u>\$50.00</u>	DATE: <u>12-26-2023</u>
	PARCEL ID:
	PROPERTY ADDRESS: <u>130 4th Ave SE</u> <u>Harmony, MN 55439</u>
	CURRENT ZONING CLASSIFICATION: <u>R-1</u>

APPLICANT NAME: <u>Leslie A. Andrade</u>
APPLICANT ADDRESS: <u>W3858 CR DE, Mindoro WI 54644</u>
HOME PHONE: <u>N/A</u> CELL: <u>813 786 1444</u> EMAIL: <u>moose44768@gmail.com</u>
OWNER NAME (if different):
OWNER ADDRESS (if different):

BACKGROUND: Please answer the following questions for rezoning consideration. Additional sheets may be attached if necessary.

Legal Description (attach if necessary)
Short term rental of home. - see attached

Explain how the use will meet all of the applicable standards and conditions for the granting of a Conditional Use Permit as outlined in the City of Harmony Zoning Ordinance.
Short term rental of Home.

Include any additional comments you think will be helpful in reviewing your application:
I attempted to do long term rental and house got damaged ALOT. Short term is less wear & tear on totally renovated home.

Required copy of a site plan drawn to scale is included with this application.

Applicant Signature: <u>Leslie A. Andrade</u>	Date: <u>12/26/2023</u>
Co Applicant Signature (if relevant):	

Please note the application requires notice to adjacent landowners within 500 feet of the affected property area at least 15 days prior to a public hearing on your application, as well as published notice in the newspaper.
 Please contact the City Office if you have any additional questions.

Section 602 Regulations for Residential District.

Section 602.1 Use Regulations

RESIDENTIAL-1 DISTRICT
PERMITTED PRINCIPAL USES & STRUCTURES
<ul style="list-style-type: none"> • Single Family Dwelling • Two-Family Dwelling • Churches and accessory buildings • Public and Parochial Schools • Non-commercial Parks, Playgrounds and Recreation Areas owned and operated by public or semi-public agencies • Publicly owned and operated buildings • Hospitals, medical and dental clinics, nursing and convalescent homes • Customary home occupations • Truck Gardens, Orchards and Nurseries, Grain and Crop Farming

RESIDENTIAL-1 DISTRICT		
PERMITTED ACCESSORY USES AND STRUCTURES	USES AND STRUCTURES BY SPECIAL EXCEPTION ONLY	PROHIBITED USES AND STRUCTURES
<ul style="list-style-type: none"> • Those customarily incidental to permitted principal uses. • Church Bulletin Boards. • One Sign (not exceeding 12 square feet) advertising construction sale or rent of building or lot on which it is located, sign to be removed as soon as construction, sale or lease is completed. 	<ul style="list-style-type: none"> • Funeral Home. • Mobile Home Park. • Multi-Family Dwellings. • Clubs, lodges, social and recreational, except those whose chief activity is carried on for financial profit. • Boarding, lodging and rooming houses. • Professional Offices. 	<ul style="list-style-type: none"> • Stables, Animal Farms, Poultry Farms. • Commercial and Industrial Uses.

Section 602.2 Height Regulation.

No building shall exceed two and one-half stories or 35 feet in height.

Section 602.3 Building Site Regulation. (Was modified by council on 6/14/05)

All buildings shall be located on lots with at least 6,000 square feet and all dwellings shall be located on lots with a minimum width of 50 feet, except that the square footage requirement shall not apply to any lot that was platted prior to the adoption of this ordinance on November 4, 1976.

Section 602.4 Front Yard Requirement.

Each lot shall have a front yard of not less than 25 feet.

Section 602.5 Side Yard Requirement.

**CITY OF HARMONY
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Samantha Grabau	Meeting Date: March 12, 2023	Agenda Item No. 5b-ii
Agenda Section: New Business	Item: Planning and Zoning Recommendation	

BACKGROUND:

The Overland Engineering Group submitted a complete application for a Conditional Use Permit (CUP) for a retail variety store to the Planning and Zoning Commission. The Planning and Zoning Commission reviewed the below standards at their March 6, 2024, meeting and recommends the permit be approved with the conditions outlined below:

Conditional Use Standards

- a. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
- b. Off-street parking and loading areas where required, with particular attention to the items in (a) above the economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district.
- c. Refuse and service areas, with particular reference to the items in (a) and (b) above.
- d. Utilities, with reference to locations, availability, and compatibility.
- e. Screening and buffering with reference to type, dimensions, and character.
- f. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
- g. Required yards and other open space.
- h. General compatibility with adjacent properties and other property in the district.

CONDITIONAL APPROVAL

Motion to recommend to the city council CONDITIONAL approval of the CUP with the following conditions:

- 1. Ensure water rate control and run-off from impervious surface is the same or less than current run-off.
- 2. Ensure screening and buffering with fence and 6-foot Arborvitae trees per plans submitted.
- 3. Exterior lighting and signage on timer with security lights on after business hours.

Motion by: Eric Olson

Second: Jesse Grabau

Vote:

	<u>YES</u>	<u>NO</u>
Erik Olson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Miles Petree	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Strozyk	ABSENT	
Rod Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jesse Grabau	<input checked="" type="checkbox"/>	<input type="checkbox"/>

ATTACHMENTS:

Resolution 22-07 Amending Ordinance 86

COUNCIL ACTION REQUESTED:

Request approval of the Retail Variety Store conditional use permit with conditions as recommended by the Planning and Zoning Commission.

ORDINANCE NO. 22-07
AN ORDINANCE AMENDING ORDINANCE NO. 86 ADOPTED ON 11/04/76, AS
AMENDED, AND TITLED ZONING ORDINANCE

The City Council of Harmony, Minnesota ordains: TITLE XIII: ZONING, of the City of Harmony municipal code, is hereby amended as follows:

1. The term special exception shall be replaced by the term conditional use as it is used throughout the zoning code.
2. Section 603.1 shall be amended to include Retail Variety Store as a conditional use in Commercial Districts.
3. Article XIX, Section 1900 shall be amended to include new Sections
 - a. 1900.071 Retail Variety Store, which shall be defined as: A retail store between 3,000 and 15,000 square feet that sells at retail an assortment of physical goods, products, or merchandise directly to the consumer, including but not limited to food or beverages for off-premises consumption, household products, personal grooming and health products, and other consumer goods. Retail variety stores do not include stores that (1) contain a prescription pharmacy; (2) sell gasoline or diesel fuel.
4. Article VII, Sections 701 shall be removed and replaced with the following new Section 701

Section 701 Conditions Governing Applications; Procedures.

To hear and decide only such special exceptions as are specifically authorized by the terms of this ordinance; to decide such questions as are involved in determining whether special exceptions should be granted; and to grant special exceptions with such conditions and safeguards as are appropriate under this ordinance, or to deny special exceptions when not in harmony with the purpose and intent of this ordinance. A special exception shall not be granted by the City Council unless and until it has received the recommendation of the Planning Commission on the requested special exception or until sixty (60) days have elapsed from the date of reference of the requested special exception without a report by the Planning Commission.

Section 701.1 Application & Review.

Application for a Conditional Use Permit for a Retail Variety Store shall be made to the City Administrator, who shall then refer such matter to the Planning and Zoning Commission for review. Each application shall include a site plan including such detailed information as necessary to demonstrate compliance with the City Ordinances and standards required under the conditional use permit. The application shall also include evidence of ownership of the premises or include a signature of the owner of the premises. The Planning and Zoning Commission shall hold a public hearing according to the procedures required by state law, as may be amended from time to time. Written notice of such public hearing shall be given to all property owners of record within five hundred feet of the affected property by depositing written notice in U.S. Mail, mailed at least ten days in advance of the public hearing. The Planning and Zoning Commission shall report to the City Council findings and recommendations, including the stipulation of additional conditions and guarantees that such conditions will be complied with when they are deemed necessary for the protection of the public interest. Upon receipt of the report of the Planning

Commission, the City Council shall hold whatever public hearings it deems advisable and shall make a decision upon the Conditional Use Permit application.

Section 701.2. Fee.

Each application for a conditional use permit shall be accompanied by the fee specified in the City Fee Schedule Ordinance.

Section 701.3. Standards.

The Planning Commission and the City Council shall make a finding that the Council is empowered under the section of this ordinance described in the application to grant the conditional use, and that the granting of the conditional use will not adversely affect the public interest.

Before any conditional use permit shall issue, the Planning Commission and City Council shall also make written findings certifying compliance with the specific rules governing individual special exceptions and that satisfactory provision and arrangement has been made concerning the following, where applicable.

- a. Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
- b. Off-street parking and loading areas where required, with particular attention to the items in (a) above the economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district.
- c. Refuse and service areas, with particular reference to the items in (a) and (b) above.
- d. Utilities, with reference to locations, availability, and compatibility.
- e. Screening and buffering with reference to type, dimensions, and character.
- f. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district.
- g. Required yards and other open space.
- h. General compatibility with adjacent properties and other property in the district.

Section 701.4. Recording.

The City Administrator shall file a certified copy of the Conditional Use Permit with the land records department of record.

Section 701.5. Expiration.

An approved Conditional Use Permit shall expire if the use approved has not commenced within 9 months.

Section 701.6. Time Limit on Reapplication.

No application for a conditional use permit shall be resubmitted for a period of one year from the date the request is denied, except that the Planning and Zoning Commission may allow a new application if in the opinion of the Commission, new evidence or a change in circumstances warrant it.

Section 701.7. Violation.

Adopted 03/08/22

Violation of any of the standards of the conditional use permit shall result in revocation of the conditional use permit, if such violation is not cured within 30 days' written notice from the City to the permit holder at the property address on record.

5. **Effective Date.** This ordinance becomes effective from and after its passage and publication.

Passed by the City Council of Harmony, Minnesota this 8th day of March 2022.

Steve Donney, Mayor

Attested:

Devin Swanberg, City Clerk

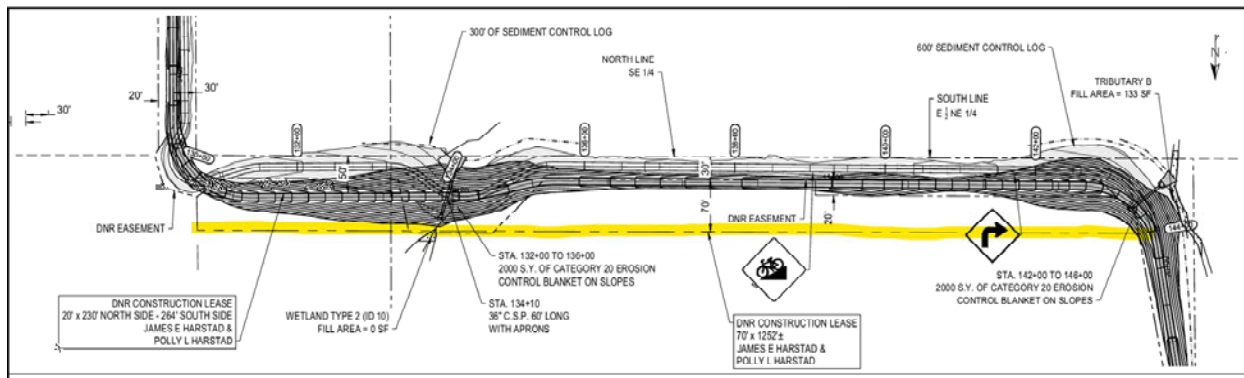
PURCHASE AGREEMENT

March _____, 2024

THIS AGREEMENT is entered into by and between **CITY OF HARMONY**, Buyer, and **JAMES E. HARSTAD and POLLY L. HARSTAD**, married to each other, Seller.

1. REAL PROPERTY: Buyer agrees to purchase and Seller agrees to sell real property situated in the County of Fillmore, State of Minnesota, legally described as follows, to-wit:

That part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 28, Township 101 North, Range 10 West, lying South of the highlighted line in the depiction below, being approximately the South 100 feet of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 28-101-10 except those portions already owned by the City of Harmony. Final survey to govern.



2. PERSONAL PROPERTY: No personal property is included in this transaction.

3. PRICE AND TERMS: Seller has this day sold to Buyer for the sum of TEN THOUSAND and NO/100THS (\$10,000.00/ACRE) DOLLARS/ACRE, which Buyer agrees to pay in the following manner:

Earnest money herein paid of \$0.00 and the balance in cash on the date of closing. The final surveyed area shall be multiplied by \$10,000.00 to derive the final sale price.

4. DATE OF CLOSING: Shall be on or before March 29, 2024.

5. DATE OF POSSESSION: Shall be on the date of closing, provided that all conditions of this agreement have been complied with.

6. DEED: Subject to performance by Buyer, Seller agrees to execute and deliver a merchantable Warranty Deed (to be joined in by spouse, if any) conveying marketable title to said premises subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, State and Federal regulations.
- (b) Restrictions relating to use or improvement of property without effective forfeiture provisions.

- (c) Reservation of any minerals or mineral rights to the State of Minnesota.
- (d) Utility and drainage easements which do not interfere with present improvements.
- (e) Rights of tenants as follows: NONE.

7. REAL ESTATE TAXES: Seller shall pay the real estate taxes due in 2024 (taxes for the entire parcel will be due at closing since this division constitutes a tax parcel split). Buyer shall pay the real estate taxes for the portion purchased due in the year 2025 and any unpaid installments of special assessments payable therewith and thereafter. Seller warrants that real estate taxes due in the year 2024 will be **non-homestead** classification. Neither Seller nor Seller's agent make any representation or warranty whatsoever concerning the amount of real estate taxes which shall be assessed against the property subsequent to the date of purchase.

8. SELLER'S WARRANTIES: Seller warrants that 1) buildings, if any, are entirely within the boundary lines of the property; 2) there is a right of access to the real property from a public right-of-way; 3) there has been no labor or material furnished to the real property for which payment has not been made; 4) the real property is not subject to a lien for Medical Assistance or other public assistance; and 5) there are no present violations of restrictions relating to the use or improvement of the real property. Seller shall remove all personal property not included herein and all debris from the premises prior to the possession date. All warranties contained in this paragraph 8 shall survive delivery of the deed or contract for deed.

9. TITLE EVIDENCE:

- (a) Seller shall deliver any abstract of title or a copy of any owner's title insurance policy for the Property, if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of this purchase agreement; and Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's title opinion at Buyer's selection and cost and provide a copy to Seller.
- (b) Buyer shall be allowed 15 days from the date of the purchase agreement for examination of said title and the making of any objections thereto, said objections to be made in writing or deemed to be waived. If any objections are so made Seller shall be allowed 120 days to make such title marketable. Pending correction of title the payments hereunder required shall be postponed, but upon correction of title and within 10 days after written notice to Buyer, the parties shall perform this agreement according to its terms.

10. TITLE CORRECTIONS AND REMEDIES: If said title is not marketable and is not made so within 120 days from the date of written objections thereto as above provided, this agreement shall be null and void, at option of Buyer, and neither principal shall be

liable for damages hereunder to the other principal. All money theretofore paid by Buyer shall be refunded. If the title to said property be found marketable or be so made within said time, and Buyer shall default in any of the agreements and continue in default for a period of 10 days, then and in that case Seller may terminate this contract and on such termination all the payments made upon this contract shall be retained by Seller and said agent, as their respective interests may appear, as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this contract provided such contract shall not be terminated as aforesaid, and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.

11. NOTICE REGARDING METHAMPHETAMINE: It is understood and acknowledged by Seller that if there has been methamphetamine production on the premises, Seller has provided to Buyer the full disclosure required by Minnesota Statute § 152.0275 Subd. 2(m).

12. NOTICE REGARDING WELL AND SEPTIC: It is understood and acknowledged by Buyer and Seller that there is not a well or septic system or other private sewage treatment system located on the premises.

13. ADDITIONAL TERMS:

- (a) **AS IS:** The above-described real estate is being purchased "**as is.**" Buyer has the right and duty to inspect the property, or to have the property inspected by a person of Buyer's choice, at Buyer's expense. Buyer also has the right to make a pre-closing inspection to determine that the property is in substantially the same condition as it is at the date of this agreement. **By signing this Contract, Buyer is acknowledging Buyer's acceptance of the property "as is."** Any warranties of physical condition of the property contained in this contract are void after closing. After closing Seller has no further liability or responsibility with respect to the condition of the property. This provision shall survive delivery of a deed or contract for deed.
- (b) **SURVEY:** Buyer shall be responsible for all survey costs.

I, the undersigned owner of the above-described property and Seller, hereby agree to sell the above-described property for the price, terms and conditions stated above.

Seller: James E. Harstad
Address: 730 3rd Ave SE
Harmony, MN 55939
Phone: _____
Email: _____

Polly L. Harstad

I, the undersigned Buyer, hereby agree to purchase the above-described property for the price, terms and conditions stated above.

CITYOF HARMONY

Buyer: Steve Donney, Mayor
Address: 225 3rd Ave SW
Harmony, MN 55939
Phone: (507) 886-8122
Email: cityoffice@harmony.mn.us

Sam Grabau, City Clerk

**DISCLOSURE AND CONSENT FORM
FOR REAL ESTATE TRANSACTION**

I am a client of Nethercut Schieber PA and have retained them to represent me in a real estate transaction. I have been advised that they have been requested to also represent the other party in the same real estate transaction. I understand that dual representation requires that the attorney disclose all information regarding the transaction and not keep secrets between the parties. In the event that a dispute arises between the parties, the attorney will have a conflict of interest which would be immediately disclosed to the parties, and legal representation of any party would cease, causing all parties to seek new legal counsel. I do not now foresee a dispute arising, and I therefore consent to the dual representation of parties to my real estate transaction.

Date: _____

SELLER:

BUYER:

James E. Harstad

Steve Donney, Mayor

Polly L. Harstad

Sam Grabau, City Clerk

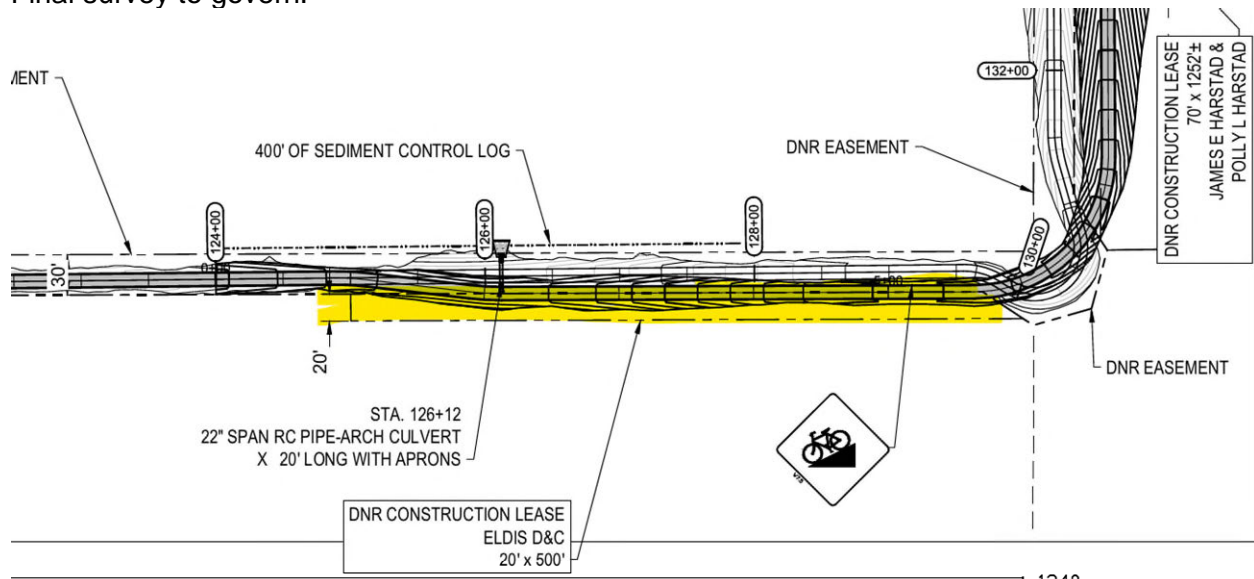
PURCHASE AGREEMENT

March _____, 2024

THIS AGREEMENT is entered into by and between **CITY OF HARMONY**, Buyer, and **ELDIS D&C PARTNERSHIP**, Seller.

1. REAL PROPERTY: Buyer agrees to purchase and Seller agrees to sell real property situated in the County of Fillmore, State of Minnesota, legally described as follows, to-wit:

That part of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 27, Township 101 North, Range 10 West, highlighted in the depiction below, being approximately 20 feet East/West and 500 feet North/South adjacent to land previously sold to the City of Harmony. Final survey to govern.



2. PERSONAL PROPERTY: No personal property is included in this transaction.

3. PRICE AND TERMS: Seller has this day sold to Buyer for the sum of TEN THOUSAND and NO/100THS (\$10,000.00/ACRE) DOLLARS/ACRE, which Buyer agrees to pay in the following manner:

Earnest money herein paid of \$0.00 and the balance in cash on the date of closing. The final surveyed area shall be multiplied by \$10,000.00 to derive the final sale price.

4. DATE OF CLOSING: Shall be on or before March 29, 2024.

5. DATE OF POSSESSION: Shall be on the date of closing, provided that all conditions of this agreement have been complied with.

6. DEED: Subject to performance by Buyer, Seller agrees to execute and deliver a merchantable Warranty Deed (to be joined in by spouse, if any) conveying marketable

title to said premises subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, State and Federal regulations.
- (b) Restrictions relating to use or improvement of property without effective forfeiture provisions.
- (c) Reservation of any minerals or mineral rights to the State of Minnesota.
- (d) Utility and drainage easements which do not interfere with present improvements.
- (e) Rights of tenants as follows: **NONE. Seller to be responsible for any actions and costs necessary to release the subject premises from any CRP contract with the USDA.**

7. REAL ESTATE TAXES: Seller shall pay the real estate taxes due in 2024 (taxes for the entire parcel will be due at closing since this division constitutes a tax parcel split). Buyer shall pay the real estate taxes for the portion purchased due in the year 2025 and any unpaid installments of special assessments payable therewith and thereafter. Seller warrants that real estate taxes due in the year 2024 will be **non-homestead** classification. Neither Seller nor Seller's agent make any representation or warranty whatsoever concerning the amount of real estate taxes which shall be assessed against the property subsequent to the date of purchase.

8. SELLER'S WARRANTIES: Seller warrants that 1) buildings, if any, are entirely within the boundary lines of the property; 2) there is a right of access to the real property from a public right-of-way; 3) there has been no labor or material furnished to the real property for which payment has not been made; 4) the real property is not subject to a lien for Medical Assistance or other public assistance; and 5) there are no present violations of restrictions relating to the use or improvement of the real property. Seller shall remove all personal property not included herein and all debris from the premises prior to the possession date. All warranties contained in this paragraph 8 shall survive delivery of the deed or contract for deed.

9. TITLE EVIDENCE:

- (a) Seller shall deliver any abstract of title or a copy of any owner's title insurance policy for the Property, if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of this purchase agreement; and Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's title opinion at Buyer's selection and cost and provide a copy to Seller.
- (b) Buyer shall be allowed 15 days from the date of the purchase agreement for examination of said title and the making of any objections thereto, said objections to be made in writing or deemed to be waived. If any objections are so made Seller shall be allowed 120 days to make such title marketable. Pending correction of title the payments hereunder required shall be postponed, but upon

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- (b) **SURVEY:** Buyer shall pay all necessary survey costs.

I, the undersigned owner of the above-described property and Seller, hereby agree to sell the above-described property for the price, terms and conditions stated above.

ELDIS D&C Partnership

Seller: Christopher Skaalen, Partner
Address: 460 2nd Ave SE
Harmony, MN 55939
Phone: _____
Email: _____

David Kingsley, Partner

I, the undersigned Buyer, hereby agree to purchase the above-described property for the price, terms and conditions stated above.

CITYOF HARMONY

Buyer: Steve Donney, Mayor
Address: 225 3rd Ave SW
Harmony, MN 55939
Phone: (507) 886-8122
Email: cityoffice@harmony.mn.us

Sam Grabau, City Clerk

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Date: _____

SELLER:

BUYER:

Christopher Skaalen

Steve Donney, Mayor

David Kingsley

Sam Grabau, City Clerk

**CITY OF HARMONY
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Utility Committee	Meeting Date: March 12, 2024	Agenda Item No. 5d
Agenda Section: New Business	Item: Industrial Park Parking for semis/trailers	
BACKGROUND: No parking had been requested, discussed and granted within the industrial park due to a development going in and needing access to their location. This development is no longer moving forward and restricting the parking within the industrial park is felt to no longer be necessary.		
ATTACHMENTS: None.		
COUNCIL ACTION REQUESTED: Request council reinstate parking within the industrial park for semis and trailers on one side of the street only as had been done prior.		

Harmony EDA Minutes

March 7, 2024
7:30 AM

Community Center
Council Room

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

Also Present: Stephen Devereux, Chris Morem, Kyle Scheevel, Jesse Grabau, Brian Krambeer, Kent Whitcomb, Erica Thilges, Sam Grabau, and Chris Giesen

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

Minutes

The board reviewed the minutes of the February 1, 2024 and February 29, 2024 meetings. Motion by Himlie, second by Schieber to approve the minutes as presented. Motion carried unanimously.

Donney entered the meeting at 7:32 AM.

Financial Reports & Claims

The board reviewed both the loan and new home rebate schedules. All loans were current and one new home rebate of \$17,750 has been approved by the loan committee for a twin home on 5th Ave SE. A payment claim of \$1,700 for the first half 2024 digital marketing campaign was presented. Motion by Schieber, second by Donney to approve the payment claim as presented. Motion carried unanimously.

Eden Renewables Solar Project: Preliminary Development Agreement

The board heard from Stephen Devereux of Eden Renewables on a potential plan to install a solar array in the undeveloped portion of the industrial park. He presented the project, and discussed considerations relating to possible purchasers of the electricity generated on the site which included the city's utility. MiEnergy Cooperative and the city's utility committee have been discussing this project with the developer over the past few months and were in attendance as well for input and discussion. The developer requested that the board consider approval of a preliminary development agreement. This would allow the developer to conduct a feasibility study to determine the exact costs and project scope. The question of whether or not this project was the highest and best use of the development property as well as the potential price of electricity for the city if the city were the purchaser were discussed at length. Consensus was to take no action today but to investigate further and consider again at the April meeting. Kingsley appointed Morem and Schieber to discuss any further considerations and next steps with the city's utility committee prior to the April meeting.

2024 Goals & Objectives

The board continued discussion on 2024 goals and objectives, reviewing the list presented in the packet. It was agreed that the list seemed reasonable and that projects can be added at anytime. Additions to the project list included maintenance of the existing bike trail between Harmony and Preston and consider possible concepts/ideas related to a new city campground.

Development Agreement Compliance

Giesen reported that Mr. Jeff O'Connor was agreeable to signing a quitclaim deed for the industrial park lot in question, transferring ownership of the real estate back to the board, and removing all equipment by March 20, 2024. The board discussed. Motion by Schieber, second by Himlie to accept the counter offer made by O'Connor; accepting return of ownership of the real estate to the EDA, drop the lawsuit, and relieve O'Connor from the requirements of the development agreement provided a quitclaim deed for the property is signed in the EDA's favor and all equipment is removed by March 20, 2024. Motion carried unanimously.

Chamber of Commerce Report

Erica Thilges was present to give the chamber report. The chamber welcomed new board member Mason Weedman, working on a job description for a part time director, they are working on the 4th of July events, and the new guide book. The board reviewed the chamber financials. The board requested a simplified budget vs. actual report to help track major categories.

Giesen noted that a request for payment of the first half of 2024 funding, for \$15,000, had been received. Kingsley noted that he would want to discuss payment of the second half 2024 funding if a part time director was not hired. Motion by Kingsley, second by Donney to approve payment as requested. Motion carried unanimously.

The board briefly discussed the joint EDA/city/council meeting that occurred on February 22, 2024. A second meeting is scheduled for March 21, 2024. Kingsley noted that he desires to keep the scope of the next meeting limited to make as most progress as possible. It would be best in his opinion to limit participation in the meeting to two members from each organization.

Schieber left at 9:31 AM.

Prospects/Community Update

Giesen discussed several prospects. He noted that he will meet with the DNR in regards to the bike trail project later this morning. Tree removal could begin as soon as next week on the first phase of the project.

Giesen also noted that June 7, 2024 marks the 30th anniversary of the Harmony Economic Development Authority.

There was no other business.

Hearing no objections, Kingsley adjourned the meeting. The meeting adjourned at 9:41 AM.

The next regular meeting is scheduled for April 4, 2024 at 7:30 AM at the Community Center.



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

Calls for Service / Patrol Activity:

Reported Date	Title	Street Name
2024-02-01	Traffic	HWY 52
2024-02-01	Traffic	2ND AVE
2024-02-01	Traffic	HWY 52
2024-02-04	Traffic	HWY 52
2024-02-04	Animal Complaint	2nd Ave
2024-02-04	Animal Complaint	1st Ave
2024-02-05	Animal Complaint	MAIN AVE
2024-02-05	Animal Complaint	5th St
2024-02-09	Suspicious Activity	1st AVE
2024-02-09	Traffic	HWY 52
2024-02-09	Traffic	HWY 52
2024-02-09	Traffic	HWY 52
2024-02-11	Welfare Check	2ND AVE
2024-02-12	Traffic	3RD AVE
2024-02-13	Traffic	HWY 52
2024-02-13	Traffic	HWY 52
2024-02-13	MAARC	4TH ST
2024-02-14	Welfare Check	MAIN AVE
2024-02-14	Traffic	HWY 52

FILLMORE COUNTY SHERIFF



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PRESTON, MN 55965-1080

Tel: 507-765-3874
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2024-02-14	Traffic	HWY 52
2024-02-15	Traffic	MAIN ST
2024-02-15	Traffic	HWY 52
2024-02-16	Welfare Check	2nd AVE
2024-02-18	Traffic	HWY 52
2024-02-20	Assist	HWY 52
2024-02-20	Traffic	MAIN ST
2024-02-20	Traffic	main street
2024-02-21	Suspicious Activity	1st ST
2024-02-21	Traffic	4TH ST
2024-02-22	MAARC	MAIN AVE
2024-02-22	Traffic	HWY 52
2024-02-22	Traffic	HWY 52
2024-02-24	Traffic	HWY 52
2024-02-24	Traffic	MAIN AVE
2024-02-25	Traffic	HWY 52
2024-02-26	Civil	2ND AVE
2024-02-26	Animal Complaint	1st Ave
2024-02-27	Traffic	HWY 52
2024-02-27	Traffic	HWY 52
2024-02-28	Ambulance	MAIN AVE
2024-02-28	Parking Complaint	1ST AVE
2024-02-28	Assist	Main Ave
2024-02-29	Ambulance	MAIN AVE