

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

July 16, 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 June Checks
 - c) Cash in CD
 - d) Cash Balances
5. New Business
 - a) WWTP UV Project – Brett Grabau, Stantec
 - b) Rolling Hills Transit Report – Bill Spitzer, Rolling Hills Transit
 - c) Nuisance Review
 - d) Nuisance Destruction Order
 - e) Resignation of City Clerk/Administrator
 - i. Request to advertise
 - ii. Approve Ambulance Director Pay
 - f) Personnel Committee – Karen Apenhorst 6-month Review
 - g) 2024 Street Project Pay Request
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



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 (7:09 pm) and Michael Himlie; City Clerk/Ambulance Director Samantha Grabau and Deputy Clerk Lisa Morken. Also present: Hannah Wingert, (Fillmore County Journal), Beth Weedman, Erica Thilges, Kailee Arends, Ann Lyons, and Brad Thacher.

PUBLIC FORUM: Ann Lyons expressed her concerns regarding communications from the City. Mayor Donney and City Clerk Grabau let Lyons know where meetings are posted and invited her to call the City Office any time.

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

MEZA GRIEVANCE: Mr. Meza did not attend the meeting. If the issues are not corrected by the date in the later, it will become a nuisance property.

WWTP UV PROJECT FUNDING: The WWTP UV project will not use PFA funding. There will be an update in July.

STANTEC PAY REQUEST: Councilmember Grabau motioned to approve the Stantec/Bruening pay request. Councilmember Scheevel seconded the motion. A vote was held. All in favor. Motion carried.

LIQUOR LICENSE APPROVALS: Estelle's and Harmony Golf Club. Councilmember Grabau motioned to approve both liquor license renewals. Councilmember Kingsley seconded the motion. A vote was held. All in favor. Motion carried.

INDUSTRIAL SETBACK: Councilmember Himlie motioned accept the Planning & Zoning Industrial Zone ordinance amendment changing the rear setback from 30 feet to 15 feet. A summary notification will be published Councilmember Grabau seconded the motion. A vote was held. All in favor. Motion carried.

REPORTS:

BUILDING & MAINTENANCE: Water tower project is complete. A new garage door has been installed at the maintenance shop.

WWTP: The report in the agenda packet is from May 2023. Will request 2024 report.

EDA: Mayor Donney motioned to move the Regular July EDA meeting from July 4th to July 11th and the Regular July City Council meeting from July 9th to July 16th. Councilmember Himlie seconded the motion. A vote was held. All in favor. Motion carried. Meeting minutes for the EDA will be provided next month as Chris Giesen is currently on vacation.

Bike trail contractors for painting are coming from MnDot. MnDot does not do this type of contract work.

CHAMBER: Chamber Director is looking a part-time summer assistant. Next year the Chamber may get a student intern age sixteen or older.

PARK BOARD: The SplashPad is open. Councilmember Kingsley asked if there was anything that can be done to make it less slippery? City Clerk Grabau noted that shoes should be worn.

FIRE DEPARTMENT: Two new members (Joseph Drinkwine and Nate Costigan). Alex Skaalen has retired.

SHERIFF'S REPORT: Report is in agenda packet. There will be a \$1,500 increase in 2025.

LIBRARY BOARD: The last meeting was well attended. Changing from a 7-day book checkout to 21 days. CD audio books aren't used much, so the funds are being moved to online books.

ARTS BOARD: Back Alley Jam is July 20th.

Upon no further business, Mayor Donney adjourned the meeting.

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Fund Descr	Object of Expense	Vendor	Comments	Amount
101 General Fund				
General Fund	Union Central Pension Fund	CENTRAL PENSION FUND	Union pension	\$398.25
General Fund	Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union health insurance	\$4,425.00
General Fund	Union Dues	IUOE LOCAL #49	Union dues	\$105.00
General Fund	NCPERS Insurance	NCPERS GROUP LIFE INS	511800 Life insurance	\$16.00
General Fund	Life Insurance	USABLE LIFE	GROUP 101421301G	\$114.40
General Fund	General Notices and Pub Info	FILLMORE COUNTY JOURNAL	2024 annual TIF report notice	\$106.32
General Fund	General Notices and Pub Info	FILLMORE COUNTY JOURNAL	Ordinance 150 amendment	\$36.55
General Fund	General Operating Supplies	HARMONY FOODS	Office napkins, silverwarekleenex	\$22.23
General Fund	Miscellaneous	FILLMORE COUNTY TREASURER	Parcel 150309000 (Young I) Assmt PMT	\$3,699.15
General Fund	Office Accessories	ELAN FINANCIAL SERVICES	Admin monitor stand	\$29.59
General Fund	Penalties & Fines	ELAN FINANCIAL SERVICES	Interest charged June	\$40.35
General Fund	Postage	ELAN FINANCIAL SERVICES	Admin liquor license postage	\$9.85
General Fund	Postage	ELAN FINANCIAL SERVICES	Admin. Stamped envelopes	\$1,653.15
General Fund	Postage	QUADIENT, INC.	June 2024 postage	\$25.00
General Fund	Repair/Maint Office Equipment	METRO SALES	June usage, July base charge	\$84.66
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Other cameras	\$90.74
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Civil defense	\$43.01
General Fund	Cleaning Supplies	DALCO	Comm Center toilet cleaner	\$16.99
General Fund	Contractual Services	CUSTOM ALARM	Quarterly Fire alarm monitoring CC	\$84.78
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Comm Center electric utilities	\$636.22
General Fund	Gas Utilities	MINNESOTA ENERGY	Comm Center gas utilities	\$34.28
General Fund	General Operating Supplies	DALCO	Comm Center toilet tissue	\$64.47
General Fund	General Operating Supplies	DALCO	Comm Center toilet tissue	\$51.83
General Fund	General Operating Supplies	HARMONY FOODS	Comm Center Lime-away	\$4.99
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	CC fuel	\$75.31
General Fund	Repair/Maint Bldg/Structures	CUSTOM ALARM	Cellular communicator Comm Center	\$589.88
General Fund	Repair/Maint Vehicles	IRONSIDE TRAILER SALES & SERVI	CC Repair window wiring, red Chev	\$67.50
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Comm Center sewer	\$28.80
General Fund	Small Tools and Minor Equip	HARMONY TELEPHONE COMPANY	Comm Center 6 cameras, SD cards, power	\$1,501.20
General Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Screws, blades, expanding foam, lime awa	\$112.50
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Admin. phone/internet	\$205.61
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Comm Center water	\$35.81
General Fund	Program Services	HARMONY FOODS	Golden Hap. Bingo candy	\$32.29
General Fund	Dues	SOUTHEAST SERVICE CO-OP	Annual Membership Fee Local Gov't - 2024	\$300.00
General Fund	General Operating Supplies	PRESTON AUTO PARTS	20V Max Spot Light - shop	\$109.99
General Fund	Postage	QUADIENT, INC.	postage meter -equipment rental	\$73.32

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Fund Descr	Object of Expense	Vendor	Comments	Amount
General Fund	Assessor Fees	FILLMORE COUNTY TREASURER	2024 Assessments completed	\$3,915.00
General Fund	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	State Auditor City Finan. Rep.	\$200.00
General Fund	Printed Forms	ALLEGRA OF ROCHESTER	City receipt books	\$960.97
General Fund	Legal Fees	FILLMORE COUNTY ATTORNEY	Criminal legal fees 23-CR-24-21	\$366.00
General Fund	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	June legal fees	\$225.00
General Fund	General Operating Supplies	CULLIGAN	June drinking water and dispenser rent, w	\$56.30
General Fund	Contractual Services	FILLMORE COUNTY SHERIFF	Serve papers	\$80.00
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Police phone/internet	\$97.17
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Maintenance Shop electric utilities	\$133.40
General Fund	General Operating Supplies	KINGSLEY MERCANTILE	Shop - Batteries	\$9.79
General Fund	Repair/Maint Bldg/Structures	PLUNKETTS PEST CONTROL, INC	Shop - Rodent control 6/19	\$85.20
General Fund	Repair/Maint Bldg/Structures	PLUNKETTS PEST CONTROL, INC	Shop - Rodent control 5/22	\$85.20
General Fund	Repair/Maint Bldg/Structures	SPRING VALLEY OVERHEAD DOOR	Garage Door - shop	\$8,501.00
General Fund	Small Tools and Minor Equip	HARMONY TELEPHONE COMPANY	Shop camera, SD card, power cord	\$250.21
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Shop internet	\$100.74
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Maintenance Shop water	\$18.51
General Fund	Motor Fuels/Lubricants	WEX	Corey's truck fuel	\$152.09
General Fund	Motor Fuels/Lubricants	WEX	Corey's truck fuel	\$198.08
General Fund	Motor Fuels/Lubricants	WEX	Corey's truck fuel	-\$198.08
General Fund	Repair/Maint Other Improve	PAPPYS CONCRETE, LLC	Streets - replace section of sidewalk	\$676.67
General Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Streets - Knife	\$14.99
General Fund	Lodging Tax	HARMONY CHAMBER OF COMMERCE	Evolve vacation rental	\$47.02
General Fund	Lodging Tax	HARMONY CHAMBER OF COMMERCE	Country Lodge lodging tax	\$1,111.50
General Fund	Lodging Tax	HARMONY CHAMBER OF COMMERCE	Elevated Homestays lodging tax	\$194.45
General Fund	Cleaning Supplies	DALCO	Visitor Center toilet cleaner	\$16.99
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Visitor Center electric utilities	\$108.37
General Fund	General Operating Supplies	DALCO	Visitor Center Toilet tissue	\$51.83
General Fund	General Operating Supplies	HARMONY FOODS	Visitor Center Lime-away	\$4.99
General Fund	Motor Fuels/Lubricants	KWIK TRIP, INC	VC fuel	\$75.31
General Fund	Repair/Maint Vehicles	IRONSIDE TRAILER SALES & SERVI	VC Repair window wiring, red Chev	\$67.50
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Visitor Center sewer	\$28.55
General Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	VC - Wax ring, toilet bolts, ring, etc	\$43.17
General Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	VC - Broom and dust pan	\$24.48
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Visitor Center water	\$34.43
101 General Fund				\$32,661.85
202 CDBG Rehab Loan Program				
CDBG Rehab Loan Progr	Management Fees	CEDA	Admin SCDP Grant	\$7,219.00

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Fund Descr	Object of Expense	Vendor	Comments	Amount
CDBG Rehab Loan Progr	Management Fees	CEDA	Admin SCDP grant	\$2,217.00
CDBG Rehab Loan Progr	Management Fees	SEMCAC	Admin SCDP Grant	\$3,630.00
CDBG Rehab Loan Progr	Program Services	BRAD MEYER CONSTRUCTION	MATERIALS, WINDOWS AND DOORS	\$10,500.00
CDBG Rehab Loan Progr	Program Services	BRAD MEYER CONSTRUCTION	SIDING,DOORS, INUSLATED, FRONT OVE	\$13,000.00
CDBG Rehab Loan Progr	Program Services	JOE TLOUGAN ROOFING INC	SCDP Request #5 -17 Center St E (Roofin	\$13,180.00
CDBG Rehab Loan Progr	Program Services	PREMIUM PLANT SERVICES GREAT LA	SCDP Request #5 - 335 1st Ave SE (Dry Ic	\$26,900.00
CDBG Rehab Loan Progr	Program Services	PREMIUM PLANT SERVICES GREAT LA	Dry ice blasting 39 Main Ave N.	\$26,900.00
CDBG Rehab Loan Progr	Program Services	SEMCAC HELP PROGRAM	HELP Program -SCDP Request #5	\$700.00
CDBG Rehab Loan Progr	Program Services	SURETY WATERPROOFING	Brick replacement & tuckpointing	\$14,778.79
CDBG Rehab Loan Progr	Program Services	YODER MASONRY & RESTORATIONS	SCDP Pay Request #6	\$8,048.00
202 CDBG Rehab Loan Program				\$127,072.79
211 Library Fund				
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audio books on CD	\$47.48
Library Fund	Media-Books	BAKER & TAYLOR	Movies	\$29.99
Library Fund	Media-Books	BAKER & TAYLOR	Movies	\$27.51
Library Fund	Media-Books	BAKER & TAYLOR	Movies	\$300.16
Library Fund	Media-Books	MID AMERICA BOOKS	Kids books	\$158.07
Library Fund	Media-Video	BAKER & TAYLOR	Books	\$43.47
Library Fund	Media-Video	BAKER & TAYLOR	Books	\$51.70
Library Fund	Media-Video	BAKER & TAYLOR	Books	\$15.74
Library Fund	Media-Video	BAKER & TAYLOR	Books	\$22.47
Library Fund	Media-Video	BAKER & TAYLOR	Books	\$26.24
Library Fund	Media-Video	BAKER & TAYLOR	Books	\$79.42
Library Fund	Media-Video	BAKER & TAYLOR	Books	\$98.20
Library Fund	Media-Video	BAKER & TAYLOR	Books	\$63.73
Library Fund	Media-Video	ELAN FINANCIAL SERVICES	TV series replacements	\$40.08
Library Fund	Media-Video	ELAN FINANCIAL SERVICES	TV series replacements	\$71.28
Library Fund	Office Accessories	QUILL CORPORATION	Name plate for Sue	\$15.18
Library Fund	Program Supplies	ELAN FINANCIAL SERVICES	SRP prizes	\$103.28
Library Fund	Program Supplies	ELAN FINANCIAL SERVICES	SRP prizes	\$119.80
Library Fund	Program Supplies	LAKESHORE LEARNING	Dishes for play kitchen	\$56.99
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	\$35.36
Library Fund	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Basic services and tech support	\$343.00
Library Fund	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Basic services and tech support	\$0.10
Library Fund	Telephone	HARMONY TELEPHONE COMPANY	Library telephone	\$52.04
211 Library Fund				\$1,845.29

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Fund Descr	Object of Expense	Vendor	Comments	Amount
222 Fire Fund				
Fire Fund	Equipment Parts	Nolan Lumber Company	FD - Treated lumber for trailer	\$358.75
Fire Fund	Equipment Parts	Nolan Lumber Company	FD - 5 bundles shim	\$9.75
Fire Fund	General Operating Supplies	HARMONY GARDENS & FLORAL, LLC	FD McIntosh memorial flowers	\$84.00
Fire Fund	Motor Fuels/Lubricants	WEX	Fire truck fuel	\$36.29
Fire Fund	Motor Fuels/Lubricants	WEX	Fire truck fuel	-\$36.29
Fire Fund	Motor Fuels/Lubricants	WEX	Fire Fuel	\$36.29
Fire Fund	Other Equipment	CLAREY S SAFETY EQUIPMENT, INC	Vantage 180 light, gauntlet gloves	\$8,369.00
Fire Fund	Repair/Maint Vehicles	IRONSIDE TRAILER SALES & SERVI	FD new decking on trailer	\$33.52
Fire Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	FD - Drill bits, brushes, tape, screws	\$106.03
Fire Fund	Training Fees	MN FIRE SERVICE CERTIFICATION	Firefighter I and II cert exams R Mayer	\$252.00
Fire Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Fire Dept electric utilities	\$186.07
Fire Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Fire Dept sewer	\$25.43
Fire Fund	Telephone	HARMONY TELEPHONE COMPANY	Fire Dept phone/internet	\$98.31
Fire Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Fire Dept water	\$17.21
222 Fire Fund				\$9,576.36
223 Ambulance Fund				
Ambulance Fund	Ambulance Accounts Receivabl	EMS MANAGEMENT & CONSULTANT	B. Wright Credit Card PMT Amb.	-\$25.00
Ambulance Fund	Contractual Services	EMS MANAGEMENT & CONSULTANT	Ambulance, 24 trips codes	\$672.00
Ambulance Fund	Contractual Services	EMS MANAGEMENT & CONSULTANT	Ambulance 12 trips coded	\$336.00
Ambulance Fund	General Operating Supplies	GRABAU, JESSE	Candy for 4th of July parade	\$314.61
Ambulance Fund	Medical and Dental Fees	MAYO CLINIC AMBULANCE	Intercept charge 24-64878	\$351.38
Ambulance Fund	Medical Supplies	ELAN FINANCIAL SERVICES	Amb. Stat-Padz electrodes - case	\$435.00
Ambulance Fund	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	Medical oxygen	\$88.24
Ambulance Fund	Motor Fuels/Lubricants	KWIK TRIP, INC	Amb fuel	\$702.95
Ambulance Fund	Printed Forms	ALLEGRA OF ROCHESTER	Ambulance forms	\$242.01
Ambulance Fund	Repair/Maint Other Equipment	ZOLL MEDICAL CORP.	Preventive maintenance	\$340.00
Ambulance Fund	Repair/Maint Vehicles	DECORAH AUTO CENTER	Oil change, full service - Ambulance	\$165.75
Ambulance Fund	Small Tools and Minor Equip	ANCOM TECHNICAL CENTER	Amb. Pager with belt clip	\$116.00
Ambulance Fund	Small Tools and Minor Equip	ANCOM TECHNICAL CENTER	Amb. pager G5 base	\$108.00
Ambulance Fund	Telephone	AT&T MOBILITY	June Ambulance cell phone, hot spot	\$82.94
Ambulance Fund	Training Fees	ELAN FINANCIAL SERVICES	Amb. CPR/AED cert cards	\$106.00
Ambulance Fund	Training Fees	MAYER, STEPHANIE	Nat Reg of EMTs application fee	\$104.00
223 Ambulance Fund				\$4,139.88
251 Park Fund				
Park Fund	Building Repair Materials	Nolan Lumber Company	Parks - New countertop at Selvig	\$235.00

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Park Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Parks electric utilities	\$175.54
Park Fund	General Operating Supplies	KINGSLEY MERCANTILE	Parks - Batteries	\$6.78
Park Fund	General Operating Supplies	RUN RIGHT POWER LLC	Gatorline, round .065 50ft	\$6.99
Park Fund	Landscaping Materials	HARMONY GARDENS & FLORAL, LLC	Parks 60 bags black mulch	\$269.40
Park Fund	Motor Fuels/Lubricants	KWIK TRIP, INC	Parks fuel	\$371.24
Park Fund	Motor Fuels/Lubricants	PRESTON AUTO PARTS	Napa Gold Oil Filter - side x side	\$26.99
Park Fund	Motor Fuels/Lubricants	PRESTON AUTO PARTS	Oil change - side x side	\$41.94
Park Fund	Motor Fuels/Lubricants	WEX	Mower fuel	\$45.99
Park Fund	Other Equipment	ULINE	2 in-ground park grills	\$832.94
Park Fund	Repair/Maint Machinery/Equip	RUN RIGHT POWER LLC	Kit, HI-LIFT Blade, HD 21	\$174.59
Park Fund	Repair/Maint Other Improve	PAPPYS CONCRETE, LLC	Parks - Cemeent pad for memorial bench	\$676.67
Park Fund	Repair/Maint Other Improve	PAPPYS CONCRETE, LLC	Parks - Cement pad for Rucker bench	\$676.67
Park Fund	Repair/Maint Other Improve	SCHEEVEL, KYLE	Reimbursement-concrete paint for basketb	\$33.44
Park Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Parks sewer utilities	\$39.08
Park Fund	Sign Materials	ELAN FINANCIAL SERVICES	Parks SplashPad sign	\$36.75
Park Fund	Small Tools and Minor Equip	HARMONY TELEPHONE COMPANY	Parks cameras	\$90.74
Park Fund	Small Tools and Minor Equip	HARMONY TELEPHONE COMPANY	Splash Pad camera, SD card, power cord	\$250.21
Park Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Parks - Cord, batteries, valve, glue	\$162.43
Park Fund	Small Tools and Minor Equip	PRESTON AUTO PARTS	2 BIT SKT - play ground equipment - 2 so	\$22.98
Park Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Parks water utilities	\$480.57
Park Fund	General Operating Supplies	RUN RIGHT POWER LLC	Hus coupler splicer, wire 500M, connector	\$113.45
251 Park Fund				<u>\$4,770.39</u>
319 2020 Street GO BOND				
2020 Street GO BOND	Debt Service Interest	FIRST INDEPENDENT BANK-RUSSELL	GO Bond interest payment	<u>\$14,732.25</u>
319 2020 Street GO BOND				<u>\$14,732.25</u>
427 2024 Street Project				
2024 Street Project	Engineering Fees	STANTEC CONSULTING SERVICES, I	2024 Street Project - Engineering Services	\$11,746.95
2024 Street Project	Financial Services Fees	NORTHLAND TRUST SERVICES	Original Issuance of Bonds	\$255.00
2024 Street Project	Financial Services Fees	NORTHLAND TRUST SERVICES	Paying Agent Annual Fee	\$495.00
2024 Street Project	Repair/Maint Other Improve	BRUENING ROCK PRODUCTS, INC	24 Street proj, Stantec 193806650 #2	<u>\$130,964.12</u>
427 2024 Street Project				<u>\$143,461.07</u>
601 Water Fund				
Water Fund	Revenue Bonds Payable NC	MPFA	2016 well note	\$42,000.00
Water Fund	Debt Service Interest	MPFA	2016 well note interest	\$2,685.00
Water Fund	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	State Auditor City Finan. Rep.	\$200.00

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Water Fund	Dues	MINN RURAL WATER ASSOC	Associate Membership Sept. 2024-Aug. 20	\$400.00
Water Fund	Postage	ELAN FINANCIAL SERVICES	Water sample postage	\$6.60
Water Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Chlorine Cylinders and Hydrofluosilicic acid	\$667.66
Water Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Water Chlorine cylinders	\$20.00
Water Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Water dept - Chlorine cylinder	\$10.00
Water Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Pumphouse 1, 2 & 3 electric utilities	\$2,125.11
Water Fund	Management Fees	MMUA	Safety Mgmt Prog April, May, June 24	\$1,244.13
Water Fund	Small Tools and Minor Equip	ELAN FINANCIAL SERVICES	Water SCADA system alarms	\$160.41
Water Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Water - PVC cap, hose fitting, great stuff	\$15.87
Water Fund	Utility Maint Materials	METERING & TECHNOLOGY SOLUTIO	Water meter endpoints	\$17,207.29
Water Fund	Utility Maint Materials	METERING & TECHNOLOGY SOLUTIO	100 Beacon water meters	\$10,327.79
Water Fund	Utility Maint Materials	METERING & TECHNOLOGY SOLUTIO	Water - 10 cellular endpoints	\$2,141.76
Water Fund	Utility Maint Materials	METERING & TECHNOLOGY SOLUTIO	M55 gallon 8-D HRE, TT wire	\$651.41
601 Water Fund				<u>\$79,863.03</u>
602 Sewer Fund				
Sewer Fund	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	State Auditor City Finan. Rep.	\$200.00
Sewer Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	WWTP Bionutralizer tabs	\$3,688.84
Sewer Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	WWTP Chlorine cylinder	\$10.00
Sewer Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	WWTP - Chlorine cylinder	\$10.00
Sewer Fund	Contractual Services	ENVIRONMENTAL WATER SERVICES	WWTP operations & mgmt 06/24	\$1,500.00
Sewer Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	WWTP, Lift Station 1 & 2 electric utilties	\$1,189.67
Sewer Fund	General Operating Supplies	DALCO	WWTP paper towels	\$180.16
Sewer Fund	General Operating Supplies	ELAN FINANCIAL SERVICES	WWTP Sharpies for samples 2 boxes	\$32.20
Sewer Fund	General Operating Supplies	HARMONY FOODS	WWTP Vegetable oil	\$18.47
Sewer Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	WWTP Testing 5/22,5/29,6/5,6/12,6/19	\$1,104.16
Sewer Fund	Management Fees	MMUA	Safety Mgmt Prog April, May, June 24	\$1,244.13
Sewer Fund	Repair/Maint Machinery/Equip	ELAN FINANCIAL SERVICES	WWTP 3 Replacement sensors	\$452.28
Sewer Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	WWTP, Lift Station 1 & 2 sewer	\$260.30
Sewer Fund	Small Tools and Minor Equip	ELAN FINANCIAL SERVICES	WWTP SCADA system alarms	\$160.42
Sewer Fund	Small Tools and Minor Equip	HARMONY TELEPHONE COMPANY	WWTP camera, SD card, power cord	\$250.21
Sewer Fund	Telephone	HARMONY TELEPHONE COMPANY	Sewer dialers and Lifts	\$184.13
Sewer Fund	Training Fees	ELAN FINANCIAL SERVICES	Wastewater cert renewal training	\$23.49
Sewer Fund	Utility Maint Materials	TEAM LABORATORY CHEM. CORP.	Lift Station Degreaser	\$2,458.50
Sewer Fund	Water Utilities	HARMONY PUBLIC UTILITIES	WWTP, Lift Station 1 & 2 water	\$1,313.63
602 Sewer Fund				<u>\$14,280.59</u>
603 Solid Waste Fund				

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Solid Waste Fund	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	State Auditor City Finan. Rep.	\$200.00
Solid Waste Fund	Contractual Services	ELAN FINANCIAL SERVICES	Brush dump camera	\$13.00
Solid Waste Fund	Refuse/Garbage Disposal	RICHARDS PUMP SERVICE, INC	June Service	\$8,111.21
Solid Waste Fund	Refuse/Garbage Disposal	RICHARDS PUMP SERVICE, INC	City Clean up Day 6-8-24	\$4,301.06
603 Solid Waste Fund				<u>\$12,625.27</u>
604 Electric Fund				
Electric Fund	Contractual Services	STAR ENERGY SERVICES	NOVA Power Portal Contract Year 7/1/24-	\$400.00
Electric Fund	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$55,024.29
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Streetlights electric utilities	\$854.52
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Town clock electric utilities	\$14.04
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Electric car chargers electric utilities	\$43.13
Electric Fund	General Operating Supplies	UTILITY LOGIC	Marking flags - buried electric	\$168.36
Electric Fund	Management Fees	MMUA	Safety Mgmt Prog April, May, June 24	\$1,244.13
Electric Fund	Motor Fuels/Lubricants	WEX	Brian's truck fuel	\$139.58
Electric Fund	Motor Fuels/Lubricants	WEX	Brian's truck fuel	-\$139.58
Electric Fund	Motor Fuels/Lubricants	WEX	Brian's truck fuel	\$139.58
Electric Fund	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	30 locate tickets	\$40.50
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	Recorder for Morems	\$525.00
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	Disconnect/recon for Morem at Shop	\$415.00
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	Replaced 2 transformers	\$2,173.74
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	Replaced pole	\$1,143.03
Electric Fund	Repair/Maint Other Improve	MOREM ELECTRIC, INC	Labor for Garage door at city shed and ext	\$176.71
Electric Fund	Repair/Maint Other Improve	MOREM ELECTRIC, INC	Repair 7-13 storm damage	\$170.00
Electric Fund	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	State Auditor City Finan. Rep.	\$200.00
604 Electric Fund				<u>\$62,732.03</u>
620 Economic Development Authority				
Economic Development	Miscellaneous	HARMONY CHAMBER OF COMMERCE	C. Syverson donation for lot use	\$200.00
Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA phone/internet	\$100.17
620 Economic Development Authority				<u>\$300.17</u>
				<u>\$508,060.97</u>

City of Harmony

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June 2024

Name	Check Date	Check Amt	
10101 1st Southeast Bank-G			
889e WEX BANK	6/7/2024	\$677.74	Brian's truck fuel
69463 First Southeast Bank	6/11/2024	\$125.00	Energy Star rebate, L Grooters
69464 ABSOLUTE SCIENCE	6/11/2024	\$500.00	Foan Cannon SRP Event
69465 All Flags, LLC	6/11/2024	\$1,108.75	Flags for poles for Main Street
69466 AT&T MOBILITY	6/11/2024	\$82.94	May Amb. cell phone & hotspot
69467 BAKER & TAYLOR	6/11/2024	\$546.18	Books
69468 BOUND TREE MEDICAL	6/11/2024	\$502.95	CPAP kits (2)
69469 BRUENING ROCK PRODUCTS, IN	6/11/2024	\$44,190.80	24 Street proj, Stantec 193806650
69470 CANON FINANCIAL SERVICES, I	6/11/2024	\$44.00	Copier lease
69471 CENTRAL PENSION FUND	6/11/2024	\$381.00	Union pension
69472 CULLIGAN	6/11/2024	\$64.40	May Drinking water and dispenser rent, water b
69473 Custom Alarm	6/11/2024	\$412.22	Service fire alarm monitoring system
69474 DALCO	6/11/2024	\$48.75	Pouches for mop kit
69475 DRAGONFLY BOOKS	6/11/2024	\$111.12	Michael Hall books
69476 DUPERON CORP	6/11/2024	\$105,000.00	Low Flow W/LFWC - 70% of shipment due at s
69477 CARDMEMBER SERVICES	6/11/2024	\$2,700.57	Water sample postage
69478 ELGIN AMBULANCE	6/11/2024	\$600.00	EMR Initial Class - 10/11-11/22/2023- R Mayer
69479 ENVIRONMENTAL WATER SERVI	6/11/2024	\$1,500.00	waste water operations and mgmt May
69480 Express Pressure Washers, Inc	6/11/2024	\$0.00	1500 PSI pressure washer
69481 FILLMORE COUNTY AUDITOR OF	6/11/2024	\$126,168.33	2024 full year - Contract - Policing Services
69482 FILLMORE COUNTY JOURNAL	6/11/2024	\$385.41	Ordinance 53.10 publication
69483 GOPHER STATE ONE CALL, INC	6/11/2024	\$37.80	28 Locate Tickets
69484 GUNDERSON HEALTH SYSTEM	6/11/2024	\$22.00	PR drug specimen collection 4/26
69485 DUSTIN HANSON	6/11/2024	\$150.00	Lawn sweeping
69486 HARMONY AGRI SERVICES	6/11/2024	\$43.51	Softener Salt and fly & mosquito refill
69487 HARMONY FOODS	6/11/2024	\$67.17	Unicorn cupcakes program snacks
69488 HARMONY GARDENS & FLORAL,	6/11/2024	\$1,350.66	Flower planters - VC
69489 HARMONY PUBLIC UTILITIES	6/11/2024	\$7,177.07	Streetlights electric utilities
69490 MiBroadband	6/11/2024	\$1,108.93	Administration
69491 HARMONY TRANSIT	6/11/2024	\$328.73	DEF - Ambulance 11/2022-05/31/2024
69492 HAWKINS, Inc.	6/11/2024	\$4,368.25	Bionutralize, Chlorine WWTP
69493 I.U.O.E. LOCAL 49 FRINGE BENE	6/11/2024	\$4,425.00	Union Health Insurance
69494 IMAGE TREND, Inc	6/11/2024	\$400.00	Field bridge support, license, annual fee
69495 INGRAM LIBRARY SERVICES, IN	6/11/2024	\$575.97	Audiobooks on CD
69496 IUOE LOCAL #49	6/11/2024	\$105.00	Union dues
69497 KINGSLEY MERCANTILE	6/11/2024	\$1,105.11	Repair Fire Hall toilet
69498 KWIK TRIP, INC	6/11/2024	\$977.88	Ambulance fuel (vehicle #411)
69499 LETTERWERKS SIGN CITY, LLC	6/11/2024	\$285.00	Postcard printing - Arts Board
69500 LOFFLER Companies, Inc	6/11/2024	\$24.71	Copier maintenance fee
69501 MAGUIRE IRON, INC.	6/11/2024	\$80,400.00	Water Tower - 100% Interior paint and 50% of s
69502 MAIN STREET HARMONY	6/11/2024	\$300.00	Back Alley Jam - July 2024
69503 MAYO CLINIC AMBULANCE	6/11/2024	\$349.62	Intercept charges 24-53878
69504 METERING & TECHNOLOGY SOL	6/11/2024	\$7,577.82	Antenna for Lora meters
69505 METRO Sales	6/11/2024	\$155.52	May usage, June base charge
69506 MIENERGY COOPERATIVE	6/11/2024	\$59,920.91	Power for Resale
69507 MINNESOTA ENERGY	6/11/2024	\$1,497.12	Fire hall gas utilities
69508 MISSISSIPPI WELDERS SUPPLY	6/11/2024	\$69.64	Medical oxygen
69509 MN ASSOC OF SMALL CITIES	6/11/2024	\$675.50	2024-2025 Membership Dues
69510 MN DEPT OF COMMERCE	6/11/2024	\$41.47	1st QTR Fiscal Year 2025 Indirect Assessment
69511 MN DEPT OF HEALTH	6/11/2024	\$1,462.00	Water Connection fees
69512 MN DEPT OF HUMAN SERVICES-	6/11/2024	\$460.00	2024 Fed Share Amb Subsidy pmt
69513 COMMISSIONER OF TRANSPOR	6/11/2024	\$60.00	Advertising permit renewal
69514 LISA MORKEN	6/11/2024	\$72.00	1/2 oz. stamps - 3 ROLLS
69515 NCPERS Group Life Ins.	6/11/2024	\$16.00	511800 Life insurance

City of Harmony

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*Check Summary Register©

June 2024

	Name	Check Date	Check Amt	
69516	Nethercut Schieber Attorneys,	6/11/2024	\$1,583.50	Title searches for loan agreement
69517	OTC BRANDS, INC	6/11/2024	\$44.94	Plastic dividers for shelves
69518	PATCH, CIMARRON	6/11/2024	\$104.00	EMT app. Fee reimbursement
69519	Quadient, Inc	6/11/2024	\$91.54	Postage May
69520	QUILL CORPORATION	6/11/2024	\$34.99	Tape
69521	RICHARDS SANITATION, LLC	6/11/2024	\$8,094.29	Trash & recycle service - May
69522	RUN RIGHT POWER LLC	6/11/2024	\$108.08	Weld, tensioner rod guide - parks
69523	SE MINNESOTA EMS	6/11/2024	\$60.00	CEVO class, R Mayer
69524	SOLBERG WELDING	6/11/2024	\$83.68	Aluminum square tube - parks
69525	SOUTHEASTERN LIBRARIES CO	6/11/2024	\$1,313.32	Basic services and tech support
69526	Stantec Consulting Services, I	6/11/2024	\$7,759.39	UV Disinfection project
69527	TLC EXCAVATING	6/11/2024	\$750.00	Demolish concrete behind JEM
69528	TODD, LaVONNE	6/11/2024	\$831.20	Ambulance overpaymnet
69529	USABLE LIFE	6/11/2024	\$57.20	Life insurance
69530	UTILITY CONSULTANTS, INC	6/11/2024	\$906.05	2 Coliform 5.2024
69531	Mayer, Stephanie J	6/28/2024	\$123.76	
69532	AARON NEVALAINEN CONTRAC	6/27/2024	\$5,911.00	Deposit, Bee Balm storefront rep.
69533	SURETY WATERPROOFING	6/27/2024	\$17,680.00	Bee Balm- Clean, caulk, tuckpoint
500641e	Monthly ACH	6/28/2024	\$32,313.52	
	Total Checks		\$538,611.01	

City of Harmony

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*Cash Balances

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Cash Account: 10101

July 2024

Fund	2024 Begin Balance	Receipts	Disbursements	Transfers	Journal Entries	Payroll JEs	Balance	
10101 - 1st Southeast Bank-G								
101 - General Fund	(\$1,572,427.02)	\$558,049.25	(\$528,261.03)	0	\$13,964.37	\$30,099.87	(\$1,498,574.56)	In Balance
201 - DTED Revolving Loan Program	\$170,825.12	\$23,376.57	(\$75.00)	0	\$2,626.34		\$196,753.03	In Balance
202 - CDBG Rehab Loan Program	\$16,799.39	\$45,197.10	(\$107,097.10)	0	\$180.90		(\$44,919.71)	In Balance
211 - Library Fund	\$28,596.83	\$26,255.63	(\$22,171.72)	0	\$134.91	(\$40,692.97)	(\$7,877.32)	In Balance
222 - Fire Fund	\$123,537.93	\$3,083.89	(\$28,238.49)	0	\$4,150.73	(\$120.12)	\$102,413.94	In Balance
223 - Ambulance Fund	\$206,498.67	\$103,234.29	(\$40,787.33)	0	\$3,146.52	(\$43,180.55)	\$228,911.60	In Balance
251 - Park Fund	\$50,345.02	\$5,261.14	(\$13,804.24)	0	\$687.02	(\$7,092.70)	\$35,396.24	In Balance
261 - Arts Fund	\$15,396.68	\$184.85	(\$3,677.00)	0	\$195.91		\$12,100.44	In Balance
312 - GO Bonds, Series 2002B	\$0.00			0			\$0.00	In Balance
314 - G.O. Impr Bonds, 2010A-3rdStSW	\$0.27			0			\$0.27	In Balance
315 - G.O. Tax Abate Refund 2013A-CC	\$37,943.65	\$84.37	(\$176.00)	0	\$428.28		\$38,280.30	In Balance
316 - GO Tax Abatement Bonds 13B-HG	(\$0.15)			0			(\$0.15)	In Balance
317 - GO Impr Bond-2014A-1st Ave SW	\$4,531.12			0	\$65.67		\$4,596.79	In Balance
318 - G.O. Bond 2021 (refi)	\$221,334.63	\$468.58	(\$216,947.00)	0	\$12.75		\$4,868.96	In Balance
319 - 2020 Street GO BOND	\$388,923.23	\$853.78	(\$230,404.75)	0	\$1,332.09		\$160,704.35	In Balance
320 - Dairyland/Wickett Const.	\$0.00			0			\$0.00	In Balance
321 - 21-A MiEnergy loan	(\$10,631.50)		(\$27,223.00)	0			(\$37,854.50)	In Balance
401 - Capital Projects Fund	\$324,897.52	\$30,303.20	(\$14,000.00)	0	\$5,064.72		\$346,265.44	In Balance
405 - TIF District #1	\$0.07			0			\$0.07	In Balance
410 - Trailhead Project	\$140.92			0	\$2.05		\$142.97	In Balance
418 - TIF District #5 (Antique Mall)	\$0.00			0			\$0.00	In Balance
419 - Third St SW Project	\$0.00			0			\$0.00	In Balance
420 - TIF District #6 (HECO)	(\$49.89)		(\$50.00)	0			(\$99.89)	In Balance
421 - First Ave SW Project	(\$0.10)			0			(\$0.10)	In Balance
422 - Well No 3 Project	\$0.00			0			\$0.00	In Balance
423 - 2017 Street & Utility Project	\$0.46			0			\$0.46	In Balance
424 - 2020 Street Project	(\$0.40)			0			(\$0.40)	In Balance
425 - Dairyland TIF 1-7	\$65,865.09			0	\$954.74		\$66,819.83	In Balance
426 - TIF 1-8 Oconnor	(\$0.36)			0			(\$0.36)	In Balance
427 - 2024 Street Project	\$0.00	\$40,100.00	(\$84,160.89)	0	(\$12,941.85)		(\$57,002.74)	In Balance
428 - WWTP UV PROJECT	\$0.00		(\$6,340.25)	0	(\$9,747.95)		(\$16,088.20)	In Balance
429 - Trail Extension 2024	\$0.00		(\$25,296.05)	0			(\$25,296.05)	In Balance
601 - Water Fund	\$374,958.89	\$142,832.49	(\$221,330.32)	0	\$6,356.31	(\$32,272.27)	\$270,545.10	In Balance
602 - Sewer Fund	(\$33,928.72)	\$159,994.79	(\$264,512.06)	0	(\$0.53)	(\$33,724.19)	(\$172,170.71)	In Balance

City of Harmony

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*Cash Balances

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Cash Account: 10101

July 2024

Fund	2024 Begin Balance	Receipts	Disbursements	Transfers	Journal Entries	Payroll JEs	Balance	
603 - Solid Waste Fund	\$43,759.99	\$66,350.93	(\$76,778.89)	0	\$547.98	(\$5,279.65)	\$28,600.36	In Balance
604 - Electric Fund	\$941,214.93	\$559,841.77	(\$549,943.45)	0	\$13,684.69	(\$14,472.38)	\$950,325.56	In Balance
605 - Storm Water Fund	\$85,917.37	\$20,491.70	(\$509.48)	0	\$1,350.19	(\$2,009.34)	\$105,240.44	In Balance
620 - Economic Development Authority	\$137,447.71	\$1,171.30	(\$66,105.81)	0	\$1,632.70	(\$516.16)	\$73,629.74	In Balance
621 - Heritage Grove	\$0.00			0			\$0.00	In Balance
851 - Sanderson Memorial Trust Fund	\$0.00			0			\$0.00	In Balance
902 - Long Term Debt Account Group	\$0.37			0			\$0.37	In Balance
10411 - 4M								
101 - General Fund	\$1,514,907.11	\$33,418.77		0			\$1,548,325.88	In Balance
604 - Electric Fund	\$0.00			0			\$0.00	In Balance
	\$3,136,804.83	\$1,820,554.40	(\$2,527,889.86)	\$0.00	\$33,828.54	(\$149,260.46)	\$2,314,037.45	



Stantec Consulting Services Inc.
733 Marquette Avenue, Suite 1000
Minneapolis MN 55402-2309

July 12, 2024

Project/File: 1734854150

Samantha Grabau

City Clerk
City of Harmony
P.O. Box 488
Harmony, MN 55939

Dear Ms. Grabau,

Reference: Proposal for Design and Bidding Phase Services – UV Disinfection Improvements

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal for the Design and Bidding Phase Engineering services for the new UV disinfection system at the Harmony Wastewater Treatment Facility (WWTF). The Stantec team is ready to advance this project with the City's approval and is looking forward to continuing this project with the City.

The remaining sections identify our project understanding, proposed scope of work, estimated fees, and project schedule. Thank you for the opportunity to assist you with this project.

Project Understanding

Our understanding of the project and your needs are summarized below.

- The WWTF's existing disinfection process currently utilizes a chlorine gas feed system and remote dechlorination tablet system to chlorinate and dechlorinate the treated wastewater. This disinfection system is costly to operate and leads to inconsistent effluent water quality at times. It is understood that the City spends approximately \$73,000 per year on disinfection dechlorination tablets alone, not including labor, and purchasing the dechlorination tablets has become more difficult over time.
- Harmony's NPDES permit requires year-round disinfection to meet a fecal coliform limit and chlorine residual limit.
- Stantec prepared a memorandum report dated, May 9, 2024, which provided an open channel type ultraviolet (UV) disinfection system concept, which is the most common type in Minnesota. This type of upgrade has been common for similar facilities when new chlorine residual permit limits have been added, or to address safety concerns related to handling chlorine gas. This type of a UV system upgrade is recommended to help improve wastewater disinfection treatment consistency, reduce operating costs, and improve safety by eliminating chlorine gas chemical usage.
- As part of preparing the concept design memorandum, Harmony operators helped with collection of a grab sample used for a collimated beam test. The collimated beam test results provided a UV transmittance (UVT) for the final clarifier effluent to help size the UV disinfection equipment and obtain a budgetary proposal for UV equipment that would help form the basis for the upgrade.

Reference: Proposal for Design and Bidding Phase Services -UV Disinfection

- The concept developed included the modification of the existing effluent manhole #2 to remove the existing center wall, plug the outlet, and add new piping from the manhole to a new effluent flow meter vault and then to a new UV building. The new UV channels and equipment and effluent weir would be located inside the new UV building. The effluent weir height would be the same or similar to the elevation of the top of the existing manhole #2 center wall that will be removed. New piping and manholes after the UV building would be installed to reconnect the disinfected effluent to the existing pipe downstream of manhole #2. Sitework for access to the new UV building and perimeter fencing modifications would also be included with the improvements.
- The new UV building will be located south of the digester tank and between existing final clarifier #2 and the sludge storage tank.

Scope of Work

Task 1 – Plans and Specifications

Stantec will design and prepare detailed plans and specifications for the Project. The design package will include the following improvements as identified by the May 2024 Concept Design memorandum report, listed below.

- **Site Exterior:**
 - Modify existing manhole #2, including removal of existing center wall, plug the outlet pipe, and connect new piping to the UV building
 - Install new DIP site piping to and from the UV building
 - Install a new manhole following the UV building and reconnect with the existing effluent piping
 - Modify and reinstall the existing effluent sample line in the new effluent manhole
 - Install new effluent flow meter vault with new magnetic flow meter, valves, and related piping between existing manhole #2 and new UV building.
 - Modify the existing and extend new fencing in the south area for the new UV building
 - Install new manual gate for access with new fencing
 - Install new gravel access driveway on south end of the WWTF site for access to the new UV Building.
 - Decommission existing chlorination system and remote dechlorination station
- **Existing Control Building:**
 - Connect existing site electrical to the new UV Building
 - Update/modify main control panel and SCADA system as needed to accommodate new effluent flow meter and UV equipment
 - Extend existing water line from the existing Control Building to the new UV building for the interior and exterior hose bibbs

Reference: Proposal for Design and Bidding Phase Services -UV Disinfection

- **New UV Building:**

- Install new double door for UV room
- Install single door to electrical room
- Install new window south facing for natural light
- Install new metal platform and stairs down to UV area
- Install cast in place concrete for below grade UV Building and UV channels
- Install precast concrete insulated wall panels, roof planks, and roof (flat roof)
- Install new exhaust fan and unit heater for UV building
- Install an interior and exterior hose bib with the UV building
- Electrical and controls modifications associated with new process equipment

Design drawings will be developed in accordance with Stantec's Computer-Aided Design (CAD) Standard. Discipline drawings will be Autocad 2D scaled drawings for each discipline for inclusion in the bid documents. Site design will be developed using AutoCAD's Civil 3D software.

Technical specifications will be prepared using the Construction Specifications Institute (CSI) MasterFormat (50 divisions). Project front-end documents (i.e., Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Agreement, Performance Bond, Payment Bond, General Conditions and Supplementary Conditions) will be EJCDC standard documents with modifications as required by the City and applicable funding agencies.

This task includes doing a partial site survey of proposed UV building area and other existing manholes and final clarifier effluent launder and outlet and preparation of a site plan. This also includes assisting the City by requesting a utility locate prior to the site survey.

This task includes preparing a request letter for the City to contract with a geotechnical contractor to perform a geotechnical soil investigation which is anticipated to include one soil boring, approximately 30 to 40 feet deep in the area of the new UV building. The City will need to provide access for the geotechnical contractor's drill rig by temporarily removing some of the fencing in the south side of the WWTF.

An updated Engineer's Opinion of Probable Construction Cost will be provided with Design Submission (60%, 90%, and Issued for Bid submittals).

Due to limited ground disturbance (< 1 acre), it is assumed that no Stormwater Pollution Prevention Plan (SWPPP) will be required for the project.

A preliminary listing of the engineering plans to be prepared for this project is attached to this proposal. The budget for this phase of the task includes the preparation of approximately 32 plan sheets.

Meetings

- Two virtual design review meetings with City staff (up to four Stantec staff).
- One in-person design review meeting with City staff (up to three Stantec staff).

Deliverables

- Design drawings and technical specifications (60%, 90%, and Bid versions) will be transmitted and provided electronically.
- Updated Engineer's Opinion of Probable Costs (at 60%, 90%, and Bid) will be transmitted and provided electronically.

Reference: Proposal for Design and Bidding Phase Services -UV Disinfection

Task 2 – MPCA and MN DOLI Submittals

Upon City approval, we will submit the 90% plans and specifications to the MPCA and MN Department of Labor and Industry (DOLI) for review and approval. We will also prepare a response to MPCA and MN DOLI comments if any are provided. The budget includes up to 4 hours (for each agency) for preparing a response to comment letter. If the effort to respond to MPCA and MN DOLI comments will exceed this budgeted amount, we will notify the City prior to preparing the response. It is assumed that any plan review fees will be paid directly by the City and are not included in the fee for this proposal. This task does not include a permit modification application.

Meetings

- Virtual meeting with City staff to review draft response to comments letter (if necessary).

Deliverables

- Response to MPCA and MN DOLI comments letter (if necessary).

Task 3 – Bidding

Stantec will develop the advertisement for bid. We will provide the Bid Advertisement to the City for posting in the local newspaper. Bidding documents will be posted to Quest CDN.

Stantec will attend and lead an in-person Pre-Bid Conference. We will assist in answering questions from potential bidders and develop Addenda as appropriate to clarify, correct, or change the Bidding Documents. The budget includes preparation of up to three addenda during the bidding phase.

Stantec will coordinate and host an in-person bid opening at City Hall (Virtual is an option as well, if preferred), review and tabulate submitted bids, and provide recommendations. Stantec will prepare a contract award summary memo, Notice of Award, distribute the Contract to the selected contractor, and secure the required contractor submittals necessary to commence construction.

Meetings

- In-person Pre-Bid Conference (assume one-hour with up to two Stantec staff).
- In-person Bid Opening (one Stantec staff or virtual).

Deliverables

- Addenda (as needed)
- Bid Summary Memo.

Future Phases

This proposal is for the Final Engineering phase through Bidding. Following this phase, Stantec will prepare a separate proposal for the Construction Observation and Administration, as well as Post-Construction phases (such as O&M manual preparation and warranty period support as necessary) that further defines the scope and tasks for the next steps of the project.

Reference: Proposal for Design and Bidding Phase Services -UV Disinfection

Fee Estimate

The proposed fee for the scope described above is \$140,630.00. We will bill on a time and materials basis for work performed.

Schedule

The following is an estimated timeline for completion of the project activities. The preliminary schedule is subject to change; any significant changes to the schedule will be communicated to the City in a timely manner. Some factors that can affect the project schedule includes funding mechanism requirements, MPCA and MN DOLI review/approval timelines, and equipment lead times.

Project Activity	Estimated Timeline
Notice to proceed	July 2024
Design Kickoff Meeting	August 2024
Site Survey	August 2024
Geotech Soil Boring	August 2024
60% Review Meeting	October 2024
90% Review Meeting	November 2024
Plan review submittal to MPCA and MN DOLI	December 2024
MPCA and MN DOLI plan review complete	February 2025
Advertise for bids	February 2025
Open bids for construction and project award	March 2025
Substantial completion	June 2026

Reference: Proposal for Design and Bidding Phase Services -UV Disinfection

This project will be completed in accordance with the terms and conditions of the current Professional Services Agreement between Stantec and the City. To execute this contract, please sign where indicated below.

On behalf of Stantec, thank you for this opportunity to prepare this proposal. Should you have any questions or need clarification of anything presented in the enclosed proposal, please do not hesitate to contact us.

Sincerely,

STANTEC CONSULTING SERVICES INC.



Peter Daniels PE
Principal Wastewater Engineer
Mobile: (612) 712-2049
peter.daniels@stantec.com



Brett Grabau PE
City Engineer
Mobile: (507) 259-8666
brett.grabau@stantec.com

Attachments: Preliminary Drawing List and Professional Services Terms and Conditions

Reference: Proposal for Design and Bidding Phase Services -UV Disinfection

By signing this proposal, _____ **City of Harmony, MN** _____ authorizes Stantec to proceed
Client Company Name
with the services herein described and the Client acknowledges that it has read and agrees to be bound by
the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ of _____, _____.
Day Month Year

Per:

Client Name

Print Name & Title

Signature

Harmony WWTF - UV Disinfection Improvements

Preliminary Drawing List

Updated: 07/11/24

SHEET LIST	
SHEET #	GENERAL
G-001	TITLE SHEET AND VICINITY MAP
G-002	SHEET INDEX AND GENERAL NOTES
G-003	UV HYDRAULIC PROFILE
SHEET #	CIVIL
C-001	CIVIL ABBREVIATIONS, NOTES, AND SYMBOLS
C-401	CIVIL SITE PLAN
C-801	CIVIL DETAILS
SHEET #	PROCESS
D-001	PROCESS GENERAL NOTES AND SYMBOLS
D-501	PROCESS DETAILS
DA-101	UV BUILDING - PROCESS PLAN
DA-102	UV BUILDING - PROCESS SECTIONS
DA-103	EFFLUENT FLOW METER VAULT - PLAN AND SECTION
SHEET #	STRUCTURAL
S-001	STRUCTURAL NOTES
S-501	UV BUILDING FOUNDATION PLAN
S-A101	UV BUILDING - STRUCTURAL SECTIONS
SA-301	UV BUILDING - STRUCTURAL SECTIONS & DETAILS
SHEET #	ARCHITECTURAL
A-001	ARCHITECTURAL ABBREVIATIONS, NOTES, AND SYMBOLS
AA-101	UV BUILDING - ARCHITECTURAL PLAN
AA-601	UV BUILDING - ARCHITECTURAL SECTIONS
SHEET #	MECHANICAL
M-001	MECHANICAL ABBREVIATIONS, NOTES, AND SYMBOLS
M-501	MECHANICAL DETAILS
M-601	MECHANICAL SCHEDULES
M-602	MECHANICAL CONTROLS DIAGRAMS
MA-101	UV BUILDING - MECHANICAL FLOOR PLAN
SHEET #	PLUMBING
P-001	PLUMBING ABBREVIATIONS, NOTES, AND SYMBOLS
P-501	PLUMBING DETAILS AND ISOMETRICS
PA-101	UV BUILDING - PLUMBING PLAN
SHEET #	ELECTRICAL
E001	ELECTRICAL ABBREVIATIONS, NOTES, AND SYMBOLS
E-101	ELECTRICAL SITE PLAN
E-601	CONTROL RISER DIAGRAM
E-701	POWER DISTRIBUTION ONE-LINE DIAGRAM
E-801	ELECTRICAL DETAILS
EA-101	UV BUILDING - MOTOR AND INSTRUMENT PLAN

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PROFESSIONAL SERVICES AGREEMENT
Between the
CITY OF HARMONY
and
BONESTROO, ROSENE, ANDERLIK AND ASSOCIATES, INC.

THIS IS AN AGREEMENT, effective on January 12, 1999, between the City of Harmony, Minnesota ("City") and Bonestroo, Rosene, Anderlik and Associates, Inc., St. Paul, MN ("Engineer"), for professional engineering services. City and Engineer agree as follows.

SECTION 1. PROJECT DESCRIPTION AND UNDERSTANDING

The City has identified a need to improve Trunk Highway (TH) 139 from 3rd Street in the City of Harmony to the intersection with Fillmore County Highway 44 (the "Project"). The improvements identified include the construction of sidewalks, curb and gutter, storm sewer and sanitary sewer improvements, and any other improvements that are deemed crucial to the reconstruction of TH 139. Since a portion of TH 139 lies within the City of Harmony, the City is seeking to enter a Cooperative Agreement with the Minnesota Department of Transportation ("Mn/DOT") for this Project.

SECTION 2. ENGINEER'S SERVICES

2.1. Scope of Basic Services

The Engineer shall provide Basic Services in the development of the Project as outlined in Appendix A, Section 1. The work consists of the development of plans and specifications and construction-phase engineering for the Project. Specifically, Basic Services will be divided into four phases:

- Phase 1 - Feasibility Study
- Phase 2 - Preliminary Design
- Phase 3 - Detail Design
- Phase 4 - Contract Administration

2.2. Supplemental Services

The Engineer shall provide "Pre-authorized Supplemental Services" as described in Appendix A, Section 2, and, if requested and authorized in advance by the Owner, the Engineer may furnish "Other Potential Supplemental Services" as described in Appendix A, Section 3. Engineer shall furnish an estimate of the cost for any Owner-requested Other Potential Supplemental Services for the Owner's written approval prior to commencement of the work.

SECTION 3. COMPENSATION

3.1. Payment for Basic Services

For completion of the Engineer's Basic Services as outlined in Appendix A, Section 1, the Owner will pay the Engineer as follows:

- 3.1.1 Phase 1—A fee of 1.5 percent of the estimated construction costs for the Project, plus Engineer's Reimbursable Expenses.

- 3.1.2 Phases 2 and 3—A fee to be agreed upon in writing by the City and Engineer upon completion of Phase 1, plus Reimbursable Expenses.
- 3.1.3 Phase 4—On an hourly basis in accordance with the Billing Rate Schedule attached as Appendix C, plus Reimbursable Expenses. Engineer's level of services (and thus, actual charges) will depend in part on such currently unknown factors as quality and responsiveness of the Contractor, weather conditions and adherence to the construction schedule, and unforeseen site conditions that may be revealed during construction.

3.2. Payment for Supplemental Services

For Pre-Authorized Supplemental Services and for Other Supplemental Services authorized by the Owner and performed by the Engineer, the Owner will pay the Engineer on an hourly basis in accordance with the Billing Rate Schedule attached as Appendix C, plus Reimbursable Expenses.

SECTION 4. STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions attached as Appendix B are incorporated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ENGINEER:
BONESTROO, ROSENE, ANDERLIK AND
ASSOCIATES, INC.

OWNER:
CITY OF HARMONY, MN

By Marvin L. Sorvala
Marvin L. Sorvala, President

Date 1-8-99

By David Runkel
David Runkel, Mayor

Date 2/10/99

And by Joel Dhein
~~Eileen Schansberg, Acting Clerk~~

JOEL DHEIN, ADMINISTRATOR
Date 2/10/99

Appendix A

Engineer's Services

Section 1. Basic Services

The following tasks are proposed for the development of the Trunk Highway (TH) 139 Mn/DOT-Harmony Cooperative Agreement Project in the City of Harmony.

1.1 Phase 1 – Feasibility Study

The Feasibility Study includes a review of the corridor and identification of the design issues that will be involved in the Project.

- 1.1.1 Collect data necessary for definition of the Project and completing the tasks associated with the Feasibility Study
- 1.1.2 Identify the Project termini and the locations of the associated components of the Project including:
 - 1.1.2.1 Curb and gutter with storm sewer
 - 1.1.2.2 Sidewalk and/or trail
 - 1.1.2.3 Lighting (type and location)
 - 1.1.2.4 City utilities (sanitary sewer and water)
 - 1.1.2.5 Typical section for the highway
 - 1.1.2.6 Landscaping
- 1.1.3 Determine viable alternatives for the Project.
- 1.1.4 Estimate the approximate construction costs of the alternatives identified and the associated cost splits for the City and State.
- 1.1.5 Define the Project timeline.
- 1.1.6 Assist the City in negotiating a Cooperative Agreement with Mn/DOT that includes cost splits, timeline and Project parameters.
- 1.1.7 Deliver 10 full-color (8½ inch by 11 inch) copies of the Feasibility Study outlining the work performed and the finding and recommendations to the City for review and approval.

1.2 Phase 2 – Preliminary Design

Preliminary Design uses the information collected and reviewed for the Feasibility Study and develops the Project parameters. This includes identification of the proposed location and for the road and associated components, identification of the initial construction cost estimates, coordination and approval by required agencies and performing other tasks to prepare the Project for preparation of detail construction plans.

- 1.2.1 Data Collection - Perform additional data collection that may include, but is not limited to:
 - Existing topography and *.tin files
 - A copy of the T.H. 139 R/W map(s) within the Project limits
 - Horizontal and vertical control data
 - Existing as-built alignments and data
 - Copies of record plans for T.H. 139
 - Current and historic traffic counts
 - Reference Point Log within the limits of the Project
 - Pavement inventory sheets
 - Aerial Photography
 - Geotechnical Investigation
 - Existing Hydraulic Structure Inventory

- 1.2.2 Meetings, Coordination & Administration - This task will include activities required for contract administration, meetings and coordination between the City of Harmony, the Engineer, Mn/DOT and other agencies and groups involved with the Project.
- 1.2.3 Design Surveys - The base mapping for this Project will take the data provided by Mn/DOT, review it for completeness and correctness and use it as a basis for plans, special provisions, and cross-sections. Additional surveys will be collected to provide the information necessary to prepare a complete set of construction plans. The survey will be accomplished in conformance with the standards and specifications of Mn/DOT Survey & Mapping Manual including future modifications and new editions thereof, unless otherwise specified.
- 1.2.4 Geotechnical Review and Design - This task will collect the geotechnical information necessary for design of pavements and other parameters of the Project. Work will follow the detailed guidelines of the Mn/DOT Geotechnical and Pavement Manual dated April 1, 1994. Tasks will include handling pre-drilling requirements, determining boring location and frequency, handling necessary traffic control, classifying soils encountered and preparation of a report outlining the data acquisition methods and findings.
- 1.2.5 Design Recommendation (Soils Letter) - This report will determine roadway structure and soils recommendations according to current Mn/DOT Methods of Design. Recommendations shall include pertinent items and follow the format listed in Chapter 6 of the Geotechnical and Pavement Manual. Mn/DOT staff will review the report, and revisions requested by the District Materials Office or Central Office Materials staff shall be incorporated into the final Design Recommendation Report.
- 1.2.6 Traffic Studies - Review Mn/DOT historic traffic counts, land use and demographic data for the City of Harmony. This information will be used to develop a 20-year traffic forecast, review turning movement counts and forecast future turning movement demands based on historic/anticipated development growth.
- 1.2.7 Preliminary Hydraulics Review - Identify the size, location and condition of the hydraulic structures within the Project limits. This includes centerline pipes and storm sewer structures and pipes. The review will identify which of these structures should be removed, replaced or perpetuated and identify the viability of incorporating any existing storm sewer into the new system.
- 1.2.8 Project Documentation - Required Project documentation will be prepared in accordance with Mn/DOT guidelines and specifications as described in the Highway Project Development Process (HPDP) Manuals. A Project Memorandum will contain, but not be limited to discussing State Historic Preservation Office (SHPO) Clearance, a Hazardous Materials Review and findings of a Hydraulics & Wetlands Review.
- 1.2.9 Geometric Layout - The Engineer will prepare a Geometric Layout showing the horizontal and vertical location of the proposed roadway in relation to the existing topography. Initially, a Preliminary Geometric Layout will be prepared that will include typical sections at key locations throughout the Project. After the preliminary layout is reviewed and approved, it will be used as a display in a public hearing or meeting. Any revisions necessary to incorporate pertinent comments will be made to the layout after the hearing and it will be submitted for approval as the Project Final Geometric Layout and basis for design.
- 1.2.10 Public Involvement Process - The Public Involvement Process for this Project will involve coordinating preliminary and detail design with any affected parties. Involvement will require close coordination with City staff and Council.
- 1.2.11 Public Hearing - After completion of the draft Project Memorandum and the Preliminary Geometric Layout, Engineer will consult with Mn/DOT District staff on the necessity and requirements of a public meeting. Options include publishing an Opportunity for Public Hearing, hosting a simple Public Information Meeting, or conducting a Public Hearing. Each of these options meet state and federal requirements depending on the proposed details of

the Project. The decision on the correct procedure will be based on the issues including amounts of right-of-way to be acquired, possible controversy, changes in the highway function, and other significant impacts as identified in Section E of Part II of the HPDP.

- 1.2.12 Construction Limits Map - Combining all of the Project decisions, Engineer will prepare a Construction Limits Map for the Project. This map, to be used as a guide in the right-of-way process, will outline the need for new right-of-way and easements.

City and Agency Approvals - The City Council will need to approve the Final Geometric Layout. This approval will need to be in the form of a Council resolution stating such approval. Agency approvals should be met with the acceptance of the environmental document and finding of no significant impacts through the Public Hearing process.

1.3 Phase 3 – Detail Design

Detail Design includes the preparation of detail plans and special provisions that will guide the construction of the Project.

- 1.3.1 Construction Plans - Engineer will prepare a set of detailed construction plans for the grading, surfacing and drainage facilities for TH 139. Preparation of the drainage plans will include the sizing of pipes and structures, including culverts and storm sewer. The final horizontal and vertical alignments will be compatible with the alignments, cross-section design templates and super-elevation requirements identified in the Mn/DOT staff approved layout and the environmental documentation. The form, sequence and content of the plans shall comply with Mn/DOT Technical Manual Section 5-292.600, related appendices, Mn/DOT CADD Data Standards, and the State's current design concepts and practices. All sheets contained in the construction plans and cross-sections will be submitted to Mn/DOT in Microstation™ format. The plan set will include, but is not limited to:

Title Sheet	General Layout
Statement of Estimated Quantities	Construction Notes
Typical Sections	Utility tabulations
Quantity Tabulations	Details
Standard Plans	Alignment Tabulation
Plan and Profile Sheets	Superelevation Diagrams
Storm Sewer Plans	Erosion Control
Cross-Sections	Traffic Control
Signing	Striping
Lighting Plan	Landscaping Plan

- 1.3.2 Hydraulic Analysis & Recommendations - Engineer shall provide an analysis for hydraulic structures within the Project limits including culverts and storm sewer. Analysis will include the following tasks:
- 1.3.2.1 Data Collection and Review
 - 1.3.2.2 Hydrologic Analysis
 - 1.3.2.3 Hydraulic Reporting
- 1.3.3 Special Provisions - Special provisions will be written for unique items not covered in the "Mn/DOT Standard Specification for Construction" or the Metric Mn/DOT SP-5 Special Provisions. Each provision will contain a description, materials, construction requirements, method of measurement and basis of payment for each item. Deletions from, and additions to, standard specifications will be written and included as necessary.
- 1.3.4 Construction Cost Estimates - Construction Cost Estimates will be prepared and updated throughout the Project development process. During Preliminary Design, estimates will be submitted after the Project scoping and data collection tasks are completed, and when Preliminary Design is complete. During Detail Design, estimates will be submitted at the 60% and 95% completion stages and with the final plans and specifications. The cost estimates

submitted at these stages will include Project costs, cost splits and cooperative agreement cost information.

- 1.3.5 Agency Permits Preparation - Engineer will prepare permit applications necessary for the completion of the Project. This work may include, but is not limited to the NPDES Construction Permit, COE Permit, Section 401 Certification, Minnesota Wetland Conservation Act 1991 and DNR Protected Waters Permit. Permit applications shall be prepared with attachments for review, signature, and submittal by the City or Mn/DOT.

1.4 Phase 4 – Contract Administration

This phase of the Project includes the administration of items such as bid letting, the bid award, change orders and supplemental agreements, payment vouchers, detours, haul roads, waste disposal areas, and fund encumbrances. The City will let the Project and will assume all authority on the Project as if it were a City Project.

The following is a description of Engineer tasks for this phase.

- 1.4.1 Contract Administration - The Engineer will provide a Project Manager for the construction phase of the Project. The Project Manager will serve as a contact person for the Project team. The Engineer will provide contract administration under the direct supervision of a registered professional engineer, and will keep the Mn/DOT District Resident Engineer informed of construction status. The Engineer will provide an inspection staff with appropriate certification.
- 1.4.2 Project Documentation - This item includes all tasks set out by the Mn/DOT Construction Manual and Standard Specifications for Construction of 1995, along with supplements. The Project will be administered to conform with applicable laws and regulations and procedures established by Mn/DOT.
- 1.4.3 Construction Surveys - The Engineer will perform the construction survey work in accordance with the Mn/DOT Surveys Manual. Survey documentation will be provided to Mn/DOT at the end of the Project. This will include the construction survey notes.
- 1.4.4 Materials Inspection - The Engineer will provide for the field testing of materials used on the Project, and will also pull samples for submittal to Mn/DOT's District Laboratory. Quality Assurance sampling will be done by Mn/DOT District Materials personnel.

Materials testing will be done in accordance with Mn/DOT's Schedule of Materials Control, current issue dated May 1991, and any supplemental revisions.

Concrete testing will be performed in the plant and the field. Equipment used by the Engineer for testing shall be calibrated by authorized Mn/DOT personnel prior to the testing. The Engineer shall request calibration by Mn/DOT at least 48 hours before the testing equipment is to be used. The Engineer will provide testing equipment for field-testing. The Engineer will prepare samples and deliver the test cylinders to Mn/DOT for testing.

Bituminous testing will be performed in the plant and in the field. The Engineer will pull samples and deliver them to Mn/DOT for testing.

Grading and base materials will be used for gradation analysis, quality, and densities tested using optimum moisture and in accordance with proctors established by the Engineer and approved by the Mn/DOT District Soils Office. The Engineer will deliver samples of the grading and base materials to Mn/DOT for testing. Necessary concrete, bituminous, and grading and base reports will be prepared by the Engineer.

- 1.4.5 Construction Conference/Weekly Meetings - The Engineer will set up and facilitate the pre-construction conference for the Project. The Engineer will keep Mn/DOT's Resident Engineer informed of the status of construction and weekly job site meetings.

- 1.4.6 Estimates - Partial Estimates/Pay Vouchers will be completed monthly using CARS and provided to Mn/DOT for approval. A final Pay Voucher will also be provided on CARS to Mn/DOT for approval.
- 1.4.7 After consulting with the City, prepare Change Orders for work not covered by the Contract or for substantial over-run of estimated "contract quantities" as defined in the Project's Contract Documents, for the City's approval and execution. Change Orders shall be processed as soon as practical after the City provides written approval to the Engineer. The City understands that Change Orders may be required during a Project for many reasons, including because of incompleteness, errors, or ambiguities in the Construction Documents. The Engineer shall not be liable for any type or quantity of Change Orders that are within professional standards. In no event shall the Engineer be responsible for paying the cost of a Change Order or other change to the extent that it would have been otherwise necessary to a Project or otherwise adds value or betterment to a Project.
- 1.4.8 Visit the Project site at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. The City has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. Further, the Engineer does not supervise or have control over the Contractor's work, the means or methods of construction, or safety precautions in connection with the work. As a result, the Engineer does not guarantee the performance of a contractor, and has no responsibility for the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on a project. (More extensive site representation may be agreed to as a Supplemental Service, as described in Section 3 of this Appendix.)
- 1.4.9 Review of shop drawings, samples and other submittals. Engineer shall review shop drawings, samples and other submissions of the Contractor solely for their general compatibility with the Engineer's design intent and conformance with information given in the Contract Documents. The Engineer shall not be responsible for any aspects of a shop drawing submission relating to the duties of the Contractor (such as the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto) all of which are the Contractor's responsibility, and not the responsibility of the Engineer.
- 1.4.10 Final Documentation - Documentation to final the Project will be provided to Mn/DOT relative to Contract Administration and Materials Inspection. This will be in accordance with Mn/DOT's Documentation and Construction Manuals. An over/under report will be developed in addition to a final payment voucher.
- 1.4.11 Record Plans. Engineer shall prepare and furnish the City a set of reproducible "Record Plans" of the construction Project showing those changes the Engineer considers significant which were made during the construction process, based on marked-up prints, drawings, and other data furnished by the Contractor, upon which the Engineer may rely in preparing the Record Plans. Information will include final quantities and drainage items for final record at Mn/DOT.

The Engineer's review of the Contractor's work (including reviewing the Contractor's shop drawings and samples, work product and requests for payments) do not increase the responsibility or duties of the Engineer beyond those explicitly described elsewhere in this Agreement. By making these review efforts, the Engineer does not guarantee the performance of the Contractor or assume responsibility for any acts or omissions of the Contractor, including any failure of the Contractor to properly perform its work or comply with its obligations, and the City's sole remedy for the Contractor's acts or omissions is from the Contractor and not the Engineer.

Section 2. Pre-Authorized Supplemental Services

By this Agreement, the City pre-authorizes the Engineer to provide the following "Supplemental Services:"

- 2.1. Making revisions in drawings, specifications or other documents when such revisions are:
 - 2.1.1. Requested by the City and inconsistent with approvals or instructions previously given by the City;
 - 2.1.2. Design revisions resulting from Project scope changes;
 - 2.1.3. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparation of such documents;
 - 2.1.4. Due to coordination of multi-agency reviews;
 - 2.1.5. Due to changes required as a result of the City's failure to render decisions in a timely manner; or
 - 2.1.6. Due to any other causes beyond the Engineer's control.
- 2.2. If requested by the City, attendance at meetings or public hearings in excess of those noted under Basic Services.
- 2.3. Attendance at a public informational meeting or neighborhood meetings.
- 2.4. Providing consultation regarding the replacement of all such parts of the Project as may be damaged by fire or other cause during construction and assisting the City in arranging for continuation of the work should the Contractor default for any reason.
- 2.5. Providing services made necessary by the default of a Contractor, by major defects or deficiencies in the work of a Contractor, or by failure of performance of either the City or a Contractor under the Contract for construction.
- 2.6. Construction dispute resolution assistance.
- 2.7. Providing services in connection with warranty work to be done by the Contractor.

Section 3. Other Potential Supplemental Services

If authorized in writing by the Owner, the Engineer may provide the following Supplemental Services.

- 3.1 Transportation engineering and planning services, including:
 - 3.1.1 Transportation analysis which encompasses and benefits an area greater than that of the Project.
 - 3.1.2 Project development reports (other than the project design memorandum) required for Mn/DOT or TEA21 projects.
 - 3.1.3 Traffic signing and pavement marking design.
 - 3.1.4 Traffic analysis, signal justification reports, and development of signal timing associated with preparing traffic signal plans and specifications.
- 3.2 Environmental assessments, worksheets or impact statements.
- 3.3 Preparation of applications for funding assistance.
- 3.4 Hydraulic and hydrologic studies
 - 3.4.1 Hydraulic analysis benefiting an area greater than that of the Project.
 - 3.4.2 Stormwater, surface water and groundwater quality analyses.
- 3.5 Special structural inspection and reports for existing hydraulic structures.
- 3.6 Land surveys to determine right-of-way limits and property boundaries.
- 3.7 Assistance with assessments.
- 3.8 Assistance with easements.
- 3.9 Preparation of applications for funding assistance.
- 3.10 Assisting the City or its representative in connection with mediation, arbitration, litigation or other proceedings involving the Project, including preparing to testify and testifying as an expert witness.
- 3.11 Providing one or more full-time Resident Project Representatives (and assistant[s]) in order to provide the City with continuous representation at the Project site during the Construction Phase, but only if requested by the City or recommended by the Engineer and authorized by the City.
- 3.12 Providing any other service not otherwise included in Basic Services or not customarily furnished in accordance with generally accepted engineering practice.

Appendix B

Standard Terms and Conditions

SECTION 1. ENGINEER'S SERVICES

Engineer shall act as the Owner's agent only as provided for within this Agreement.

SECTION 2. THE OWNER'S RESPONSIBILITIES

The Owner shall:

- 1) Provide full information as to its requirements for the Project.
- 2) Furnish to the Engineer, prior to any performance by the Engineer under this Agreement, a copy of any planning, design and construction standards which the Owner shall require the Engineer to follow in the conduct of its services for the Project.
- 3) Place at Engineer's disposal all available written data in the possession of or readily available to the Owner and pertinent to the Project, including existing reports, plats, surveys, contour mapping, utility mapping, record plans, wetlands, land-use, and zoning maps, borings and other data useful to the Engineer in the performance of its services.
- 4) Acquire all land, easements, and rights-of-way and provide for land surveys and the preparation of legal descriptions and exhibits, certificates or plats, as may be necessary for the Project.
- 5) Provide access to the Project site and make all provisions for the Engineer to enter upon public and private lands as required by the Engineer to perform its services.
- 6) Examine all studies, reports, sketches, Opinions of Probable Construction Costs, specifications, drawings, proposals and other documents presented by the Engineer and promptly render the Owner's decisions pertaining to each of such documents.
- 7) Designate a single person to act as the Owner's Representative with respect to the Engineer's services. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Owner's policies and decisions with respect to services covered by this Agreement, subject to Owner's governing body approval when required by law.
- 8) Give prompt written notice to the Engineer whenever the Owner observes or otherwise becomes aware of any defect in the Project or any development that affects the scope or timing of the Engineer's services.
- 9) Furnish, or instruct the Engineer to provide at the Owner's expense, necessary "Supplemental Services" as may be provided for in this Agreement, or other services as they may be required.
- 10) Unless otherwise provided, furnish to the Engineer, as required by the Engineer for performance of its services, information or consultations not covered in the Engineer's Basic Services, such as core borings, probings and

subsurface explorations; hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, and right-of-way surveys and property descriptions; zoning and deed restrictions.

- 11) Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the work.
- 12) Furnish inspection or monitoring services as the Owner desires to verify that Contractor is complying with all laws or regulations and to verify that Contractor is taking all necessary safety precautions to protect persons and property, as the Engineer in this Agreement does not undertake to perform these services.

In performing its services, the Engineer may rely upon the accuracy and completeness of all Owner-provided information.

SECTION 3. COMPENSATION

3.1 Payment for Reimbursable Expenses

Unless otherwise provided, in addition to Engineering fees, the Owner will pay the Engineer for Reimbursable Expenses on the basis of the Engineer's cost. Although not a complete list, examples of Reimbursable Expenses include: the costs of plotting drawings and the reproduction of drawings and specifications; Project-specific printing, duplicating, tabs and indexes; testing; mileage; travel and per-diem expenses of the Engineer for out-of-town trips required for the Project; long distance telephone calls and faxes as required to expedite the work; the costs for cellular phone calls/service for Engineer's field personnel on the Project; Project photographs taken before and during construction; construction stakes; postage and delivery charges; and out-of-pocket expenses incurred directly for the Project.

3.2. Objections to Invoices/No Deductions

It is important for the Engineer to be promptly informed of problems. If the Owner objects to any portion of an invoice, the Owner shall notify the Engineer in writing within twenty days of the invoice's receipt. The Owner agrees to pay any undisputed portions of an invoice. No deductions shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other sums withheld from payment to contractors, except as may be determined by mediation, arbitration, litigation or other dispute resolution mechanism to which the Engineer is a party.

3.3 Suspension of Work

If the Owner fails to make payments when due or otherwise breaches this Agreement, the Engineer may suspend work after providing five days notice to the Owner. The Engineer will not be liable for any costs or damages resulting from such a suspension of work.

3.4. Progress Payments

The Owner will make progress payments to the Engineer in proportion to services performed, as reasonably estimated by the Engineer. The Engineer will invoice the Owner monthly during the progress of the work. The Owner shall pay each properly documented invoice of the Engineer within 30 days after the Owner's receipt of such invoice.

3.5. Interest/Collection Costs

The Owner agrees to pay the Engineer 1% per month interest on all invoices of the Engineer, with interest beginning to accrue 30 days after the date of the invoice. If the Minnesota Prompt Payment Act (Minn. Stat. Sect. 471.425) requires a higher rate of interest, that rate shall apply. If the Owner fails to pay Engineer all amounts owing pursuant to the terms of this Agreement, the Owner agrees to pay all costs of collection, including reasonable attorney's fees, in addition to all other amounts due under this Agreement.

SECTION 4. GENERAL CONSIDERATIONS

4.1. Standard of Care

The Engineer shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under like circumstances.

4.2. Delays

Both the Engineer and the Owner will put forth reasonable efforts to complete their respective duties in a timely manner. Because the Engineer's performance must be governed by sound professional practices, the Engineer is not responsible for delays occasioned by factors beyond its control or that could not reasonably have been foreseen at the time of preparation of this Agreement.

4.3. Opinions of Costs and Schedules

Since the Engineer has no control over the cost of labor and material or over competitive bidding and market conditions, the Engineer's Opinion of Probable Construction Cost and of Project schedules can only be made on the basis of experience or qualifications as a professional Engineer. The Engineer does not guarantee that proposals, bids, actual Project costs or construction schedules will not vary from Engineer's opinions or estimates. If the Owner desires greater assurance as to the anticipated Construction Cost of the Project, the Owner shall employ, or instruct the Engineer to provide as a Supplemental Service, an independent cost estimator.

4.4. Insurance

4.4.1. The Engineer agrees to maintain a professional liability insurance policy for negligent acts, errors or omissions in an amount of at least \$1,000,000 annual aggregate, on a claims-made basis, as long as such insurance is reasonably available under standard policies at rates comparable to those currently in effect. The Engineer will not cancel the insurance until thirty days after providing the Owner written notice.

4.4.2. The Engineer shall maintain:

- 1) Statutory workers compensation and employers' liability insurance coverage.
- 2) Comprehensive general liability and automobile liability insurance coverage in the sum of not less than \$1,000,000 each.

4.5. Ownership of Instruments of Service

Documents (including Electronic Data) prepared by the Engineer, such as drawings, specifications and reports ("Engineering Documents") are instruments of the Engineer's professional services, and not products. The Engineering Documents are prepared for a specific Project, and may not be used for other Projects. For health and safety reasons, the Owner agrees it will not use the Engineering Documents (except for computer hydraulic or hydrologic modeling data) for other purposes or provide them to other persons. If the Owner violates this provision, it waives any resulting claims against the Engineer, and agrees to defend and indemnify the Engineer from any resulting claim or liability (including reasonable attorneys' fees).

4.6. Electronic Data

4.6.1. If included in Basic Services or Supplemental Services and as a convenience to the Owner, the Engineer will furnish the Owner with electronic data versions of certain drawings or other written documents ("Electronic Data") provided in hard copy form. In the event of any conflict between a hard copy document and the Electronic Data, the hard copy document governs. The Electronic Data shall be prepared in the current software in use by the Engineer and is not warranted to be compatible with other systems or software. The Owner understands that the Electronic Data is perishable and must be maintained by the Owner.

4.6.2. Any Electronic Data submitted by the Engineer to the Owner is submitted for an acceptance period of 60 days ("Acceptance Period"). Any defects that the Owner discovers during this period and reports to the Engineer will be corrected by the Engineer at no extra charge. For correction of defects reported to the Engineer after the Acceptance Period, the Owner shall compensate Engineer on an hourly basis at Engineer's billing rates set forth in Appendix C. The Owner understands that the Electronic Data is perishable and the Owner is responsible for maintaining it.

4.7. Termination, Suspension or Abandonment

4.7.1 The Owner or the Engineer may terminate or suspend this Agreement. The terminating or suspending party shall notify the other party 30 calendar days prior to the effective date of the termination or suspension.

4.7.2 The Engineer and the Owner will cooperate if the Engineer's work is terminated, suspended or abandoned for any reason. In addition, the Owner shall timely pay the Engineer for services rendered and costs incurred as required by this Agreement. Services and costs shall include those rendered and incurred up to the time of termination, suspension or abandonment, as well as those associated with the termination, suspension or abandonment itself, pursuant to the rates in Appendix C. If the Project is reinstated, an equitable adjustment to the Engineer's compensation may be necessary.

4.8. Dispute Resolution

4.8.1 In an effort to resolve any conflicts that arise out of the services under this Agreement, all disputes between the Owner and the Engineer arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencing arbitration or litigation.

4.8.2 Unless the Owner and the Engineer mutually agree otherwise, all claims, disputes, and other matters in question arising out of or relating to this Agreement which are not resolved by mediation and where the amount in controversy is less than \$200,000, shall be decided by binding arbitration in accordance with the then-most current Construction Industry Rules of the American Arbitration Association.

4.8.3 In the event of litigation or arbitration arising from or related to the services provided under this Agreement, the prevailing party is entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

4.8.4. If the Engineer or the Owner intends to assert a claim against the other as a result of a dispute with a third party, the claiming party shall notify the other party as soon as possible, and in any event prior to resolving the dispute with the third party.

4.8.5. So that any claims of the Owner may be intelligently addressed by the Engineer, the Owner agrees to make no claim for professional negligence against the Engineer unless the Owner has first provided the Engineer a written certification signed by an independent professional engineer licensed in Minnesota and currently practicing in the same discipline. The certification shall specify every act or omission of the Engineer that is a violation of the applicable standard of care and the basis for the certifier's opinion(s). This certificate shall be provided no fewer than 30 days prior to instituting arbitration or suit.

4.8.6. Causes of action between the Engineer and the Owner relating to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion of a Project.

4.9. Hazardous Substance

The Engineer's scope of services does not include any services related to hazardous or toxic materials, including asbestos and PCBs. If it becomes known that such materials may be present at or near a Project that may affect the Engineer's services, the Engineer may suspend performance of its services, without liability, and will assist the Owner to retain appropriate specialist Engineers to adequately identify and abate such materials so that Engineer's services may resume.

4.10. Governing Law

This Agreement shall be governed by the laws of the State of Minnesota and any dispute shall be venued in the state or federal courts in Minnesota.

4.11. Integration

This is an integrated Agreement and it supersedes all prior negotiations or agreements between the parties. It shall be modified only by a written document signed by the party sought to be bound. The provisions of this Agreement are severable, and if any provision is found to be unenforceable, the remaining provisions continue to be valid, and the unenforceable provision shall be reformed with a valid provision that comes as near as possible to expressing the intention of the unenforceable provision.

4.12. Assignment

Except for the Engineer's use of necessary Engineers, the Engineer and the Owner shall not assign or delegate their respective obligations under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.

SECTION 5. LIABILITY

Having considered the potential liabilities that exist during the performance of the Engineer's services, the benefits of the Project, the Engineer's fee for its services, and the promises contained in this Agreement, the Owner and the Engineer agree that risks should be allocated in accordance with this section, to the fullest extent permitted by law.

5.1 Indemnification

The Engineer and the Owner each agree to defend and indemnify each other from liability for claims, losses, damages or expenses (including reasonable attorney's fees) to the extent they are caused by their negligent acts, errors or omissions relating to this Agreement. In the event the claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Engineer and the Owner, they shall be borne by each party in proportion to its own negligence.

5.2 Limitation of Liability

The Engineer's and its employees' aggregate liability to the Owner for any and all claims, losses or damages arising out of any Project or this Agreement for any cause shall not exceed the insurance proceeds available at the time of settlement or judgment. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

5.3 Consequential Damages

Neither the Owner nor the Engineer shall be liable to the other for any consequential damages incurred due to the fault of the other or their agents. Consequential damages include, but are not limited to, loss of use and loss of profit.

5.4 Design without Construction-phase Services

It is understood and agreed that if Engineer's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by Owner, then Owner assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the Engineer that may be in any way connected thereto.

PUBLIC TRANSPORTATION

WE GO THE EXTRA MILE TO SERVE OUR PASSENGERS!

CHATFIELD/HARMONY, MN

Q1 2024 Ridership

792 passengers || JUN24 -159



2023 Annual Data



Jan - Dec 2023 Ridership

3051 passengers

2023 Bus Facts

28603 Miles driven



2023 Average rides/day

15.97 rides

2023 Service Hours

1528 hours



www.rhtbus.com

TRANSPORTATION

Rolling Hills Transit provides curb to curb, local transportation to the general public.

All buses are handicapped accessible and include seatbelts.

The bus is available to anyone for any reason. Individuals of all ages may ride the transit bus to go to places such as the grocery store, medical clinic, pharmacy, hair salon, library, and more.

Let Rolling Hills Transit provide you with affordable, quality service to get you where you're going!



All buses are handicapped accessible and include seatbelts.

NON-DISCRIMINATION

In accordance with Title VI of the Civil Rights Act, Rolling Hills Transit will not discriminate against any individual, regardless of race, color or national origin.

Any person who believes that they have, individually, or as a member of any specific class of persons, been subjected to discrimination on the basis of race, color, or national origin may file a complaint with Semcac. A complaint must be filed within 90 days after the date of the alleged discrimination.

You may file a complaint with Semcac and/or Minnesota Department of Transportation through U.S. Mail to the addresses listed below.

Complaint forms can be obtained at rhtbus.com under the Transportation Policies tab or by calling 1-800-528-7622.

Transportation Director
400 Commerce Dr. SE
Kasson, MN 55944

Title VI Specialist
Office of Civil Rights, Mail Stop 170
395 John Ireland Blvd.
St. Paul, MN 55155-1899



CALL TO SCHEDULE YOUR RIDE:

507-634-4340
1-800-528-7622
Monday-Friday
8:00am-4:30pm

COUNTIES SERVED:

Dodge
Olmsted
Winona
Fillmore
Houston
Call for area service hours.

FARES:

In Town: \$2.00
Out of Town:
Within 8 miles: \$3.00
Outside of 8 miles: \$6.00



RIDER'S GUIDE



Call to schedule your ride:

507-634-4340 • 1-800-528-7622
Monday-Friday • 8:00am-4:30pm



PASSENGER RIGHTS

- Riders are entitled to a safe, cost-effective ride, with a competent driver.
- Any information given to dispatch regarding your ride will be kept confidential.
- The bus is available to everyone for any reason. Individuals of all ages may ride the transit bus to go to places such as the grocery store, medical clinic, pharmacy, hair salon, library, etc. All transit buses are equipped with wheelchair lifts that are accessible to all individuals.
- In accordance with Title VI of the Civil Rights Act Rolling Hills Transit will not discriminate against any individual, regardless of race, color or national origin.



PASSENGER RESPONSIBILITIES

- It is your responsibility to call dispatch at 507-634-4340 or 1-800-528-7622 Monday-Friday between the hours of 8:00am and 4:30pm to schedule your ride. Rides may only be scheduled through dispatch and are scheduled on a first come first serve basis.
- Separate rides need to be scheduled for each leg of your trip. Passengers shall schedule all return rides with outbound rides when setting up trip.
- The bus may arrive up to 10 minutes before or 10 minutes after scheduled pickup time. This is known as the "pickup window" and is necessary for the transit system to operate effectively. The rider shall be prepared and ready to go when the driver arrives.
- The driver shall not wait longer than 5 minutes past scheduled pick up time for any client.
- Passengers should be prepared to pay at the time service is provided unless other arrangements have been previously made with RHT management or dispatch.
- Exact amount of change, check, or pass value is required at time of ride. Drivers do not carry change.
- A passenger's trip shall not be altered by the driver once they have boarded the vehicle. Any changes to the trip would need to be made prior to the

trip by the dispatch office based on availability or a future ride would need to be scheduled.

- Riders are required to fasten their seatbelt while the bus is in motion.
- Passengers transporting a child and opting for the use of a child restraint device (car seat, booster seat) must properly install the device and meet standards adopted by the U.S. Department of Transportation. RHT does not provide these devices; the parent or legal guardian must provide the child restraint device.
- Number of packages shall be limited to what a passenger can carry on board in a single trip. Drivers shall not assist with getting packages or parcels from the vehicle beyond curbside drop off point.
- Bags and packages must remain with the passenger and may not obstruct the aisle or the wheelchair securement area.
- In Minnesota, we can experience bad weather such as flooding, ice, and snowstorms. Our service area includes many rural roads. RHT makes every attempt to safeguard our passengers, drivers, and employees who may be at risk by traveling across any unsafe road in bad weather. If a driver feels a particular trip is unsafe he/she must notify dispatch for a final

determination so that RHT dispatch may notify the rider(s) affected by the cancellation. In this case it is the rider's responsibility to prepare alternate transportation or reschedule the trip.

- Passengers are to be courteous, considerate and respectful of their fellow passengers, driver, and bus. Passengers who are disruptive or unsafe may be asked to leave the bus.
- No foul language, fighting, harassment, intimidation or horseplay will be tolerated.
- Eating, drinking, tobacco, and drug use are not permitted on the buses.
- When a customer does not properly cancel his/her ride they will be charged for the ride.
- Reminder: All rides/changes must be made through dispatch and not with drivers.



FARES

IN TOWN:

\$2.00

OUT OF TOWN:

Within 8 miles: \$3.00

Outside 8 miles: \$6.00



CALL TO SCHEDULE YOUR RIDE

507-634-4340

1-800-528-7622

Monday-Friday

8:00am-4:30pm

COUNTIES SERVED:

Dodge

Olmsted

Winona

Fillmore

Houston

COMMENTS?

Please call the
Transportation
Manager at

507-634-4340

1-800-528-7622

BUS LOCATIONS



DODGE



Mantorville



Dodge
Center



Kasson

OLMSTED



Byron



Eyota



Dover



Stewartville

WINONA



St. Charles



Lewiston



Rushford

FILLMORE



Spring Valley



Harmony

HOUSTON



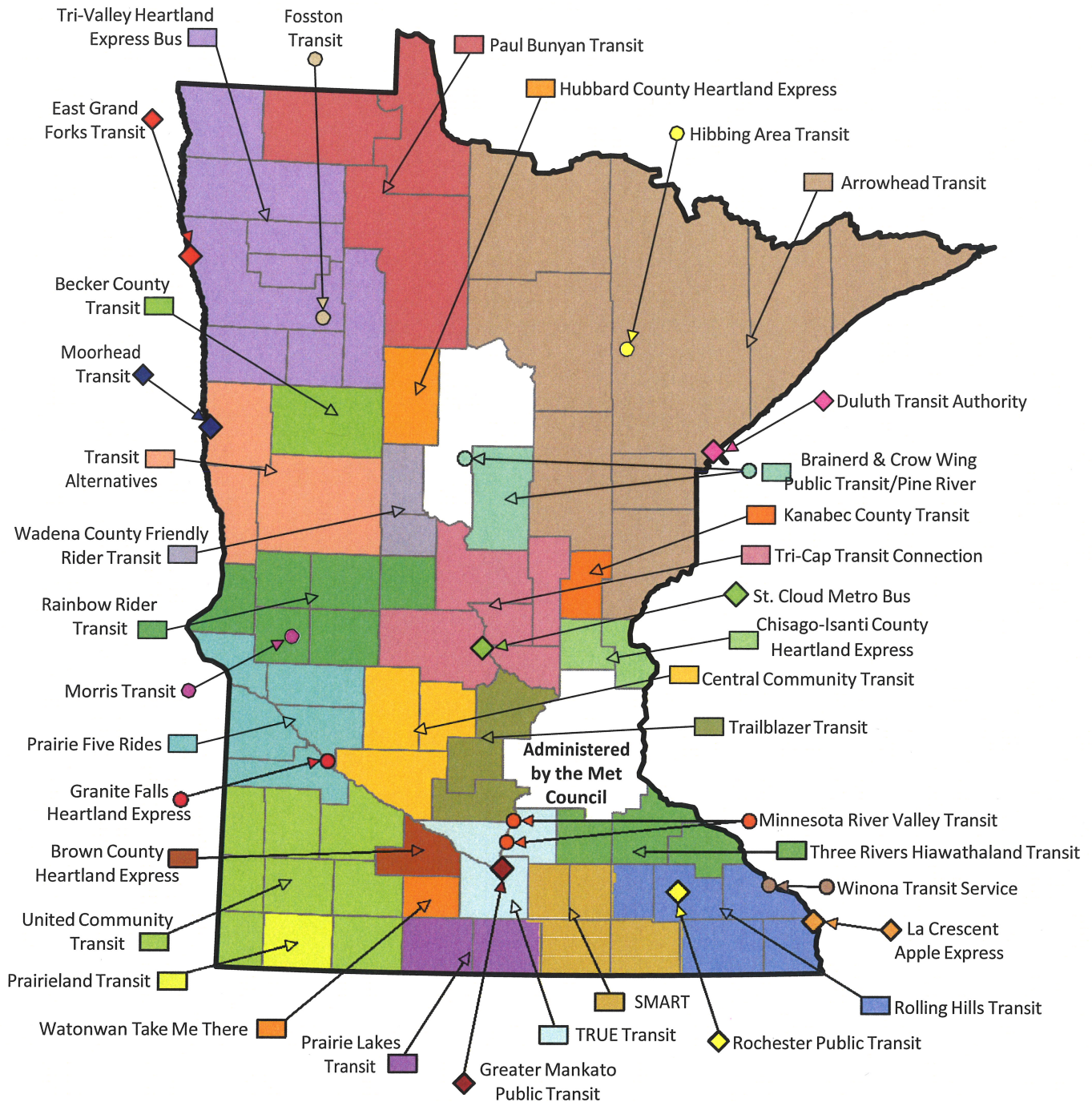
Caledonia



For area service hours,
call 1-800-528-7622
or visit us at rhtbus.com.

Greater Minnesota Public Transit Map

Systems Administered by the Minnesota Department of Transportation
Current as of January 2019



Urbanized Area Funding Program
(pop 50,000+), includes ADA
Paratransit Services

Rural County
Systems

Rural Community
Systems

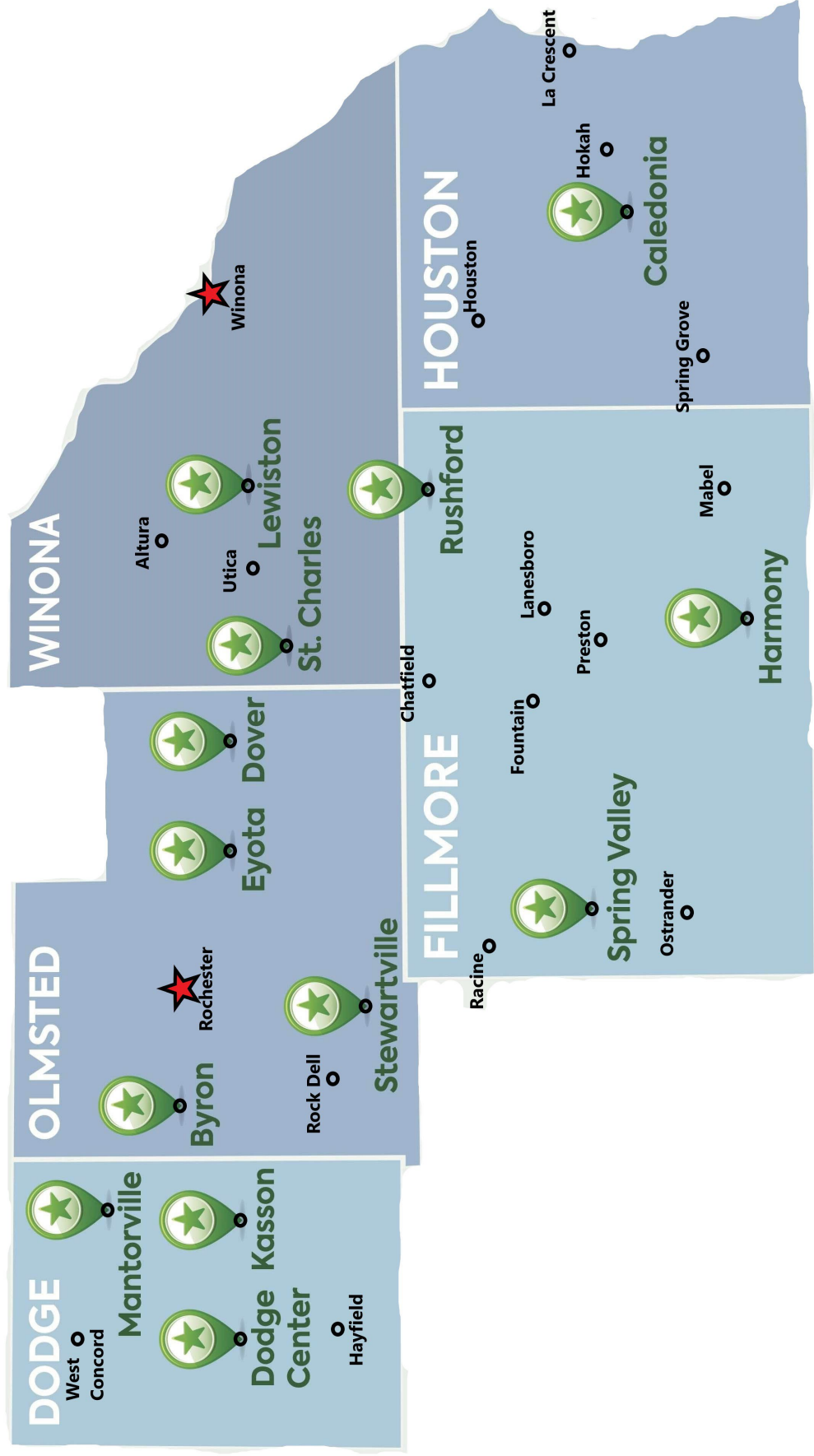


For more information go to: www.dot.state.mn.us/transit/riders



Passenger Fare Rates:

In-town	\$2.00
Within 8 miles of town	\$3.00
Over 8 miles	\$6.00





10 Reasons for Public Transit

Public bus transit in rural areas offers several benefits to the community and its residents:

1. **Accessibility:** Public bus transit provides transportation options for individuals who do not have access to personal vehicles, especially in areas where private transportation might be limited or non-existent. It ensures that people can travel to work, school, healthcare facilities, and other essential services.
2. **Affordability:** Public bus transit tends to be more affordable than owning and maintaining a personal vehicle. This affordability is especially crucial for residents in rural areas, where incomes may be lower and transportation costs can be a significant burden.
3. **Social Equity:** Public bus transit promotes social equity by providing transportation services to all members of the community, regardless of income level or physical ability. It helps reduce transportation-related barriers and ensures that everyone has access to essential services and opportunities.
4. **Environmental Sustainability:** Public buses are generally more fuel-efficient and produce fewer emissions per passenger than private vehicles. By promoting public transit, rural areas can contribute to environmental conservation efforts and reduce their carbon footprint as well as conserve natural resources.
5. **Community Connectivity:** Public bus transit facilitates community connectivity by linking rural areas with urban centers and neighboring towns. It helps residents access employment opportunities, educational institutions, healthcare services, shopping centers, and recreational facilities beyond their immediate vicinity.
6. **Economic Development:** Public bus transit can stimulate economic development in rural areas by improving access to markets and attracting businesses and investors. It enables workers to commute to job opportunities, encourages tourism by making attractions more accessible, and enhances the overall economic vitality of the region.
7. **Reduced Traffic Congestion:** By providing an alternative mode of transportation, public bus transit helps alleviate traffic congestion on rural roads and highways. This can improve safety for both motorists and pedestrians and reduce the wear and tear on infrastructure.
8. **Health and Well-being:** It allows residents to access healthcare services, recreational facilities, and social activities, which can contribute to improved health and well-being outcomes.
9. **Emergency Evacuation:** In times of emergencies, such as natural disasters, public bus transit can play a crucial role in evacuating people from rural areas efficiently and safely.
10. **Mobility for Non-Drivers:** Public bus transit is essential for individuals who do not drive, such as the elderly, youth, or those with disabilities. It ensures that these populations can still access necessary services and participate in community activities.

Overall, Implementing and maintaining a successful public bus transit system in rural areas requires community support, local government involvement, and strategic planning which helps to improve access to essential services, fostering economic development, and addresses the specific needs and challenges of the region.



William J Spitzer, Director of Transportation
(507) 634-4468
bill.spitzer@semcac.org

I am writing on behalf of Semcac – Rolling Hills Transit, *a regional public transit service committed to enhancing accessibility and connectivity for everyone in rural communities. With a focus on inclusivity, our transit system strives to serve a diverse range of individuals, offering reliable and affordable transportation solutions*, to express our urgent need for increased financial support for rural public transit in your community which is a part of our 5-county system serving SE Minnesota.

SAMPLE Resolution

WHEREAS, rural residents face unique challenges in accessing transportation services due to limited availability of private transportation options; and

WHEREAS, public transit plays a crucial role in connecting rural communities with essential services such as healthcare, education, and employment; and

WHEREAS, the existing rural public transit infrastructure requires additional financial assistance to maintain as well as improve service coverage, frequency, and overall accessibility; and

WHEREAS, investing in rural public transit is essential for enhancing the economic development of our rural areas, reducing social and economic disparities, and ensuring the well-being of our residents; and

WHEREAS, participating in public transit aligns with our community's goals of promoting economic development, improving the quality of life for residents, and addressing accessible and efficient transportation concerns; and

NOW, THEREFORE, BE IT RESOLVED that the _____ will allocate financial resources in the amount of \$_____ each year for the next 5 years to help with the local match funding specifically dedicated to the improvement and maintaining of rural public transit services; and

FURTHER BE IT RESOLVED that Semcac – Rolling Hills Transit calls upon _____ to engage in collaborative efforts with regional stakeholders, local governments, and transit authorities to identify sustainable funding solutions and implement measures that will enhance the efficiency and reach of rural public transit services.

CITY OF HARMONY CITY COUNCIL

AGENDA ITEM COVER SHEET

Originating Staff: Samantha Grabau	Meeting Date: July 16, 2024	Agenda Item No. 5c
Agenda Section: New Business	Item: Nuisance Review	
BACKGROUND: A total of 20 nuisance letter notifications were sent in 2024. Upon secondary review of the city, July 10, there are only 4 properties left that have not remedied their nuisance or communicated a plan. Two of these are properties with deteriorated homes/structures, and one with missing paint. Next process is formal service of Notice of Violation civil service declaring property a nuisance followed by a council hearing to determine or abate the nuisance.		
ATTACHMENTS: Photos of properties.		
COUNCIL ACTION REQUESTED: Request discussion and vote on how to proceed forward with these individual properties.		

§92.19 BUILDING MAINTENANCE AND APPEARANCE.

- (A) *Declaration of nuisance.* Buildings, fences and other structures that have been so poorly maintained that their physical condition and appearance detract from the surrounding neighborhood are declared to be public nuisances because they (a) are unsightly, (b) decrease adjoining landowners and occupants' enjoyment of their property and neighborhood, and (c) adversely affect property values and neighborhood patterns.
- (B) *Standards.* A building, fence or other structure is a public nuisance if it does not comply with the following requirements:
- (1) No part of any exterior surface may have deterioration, holes, breaks, gaps, loose or rotting boards or timbers.
 - (2) Every exterior surface that has had a surface finish such as paint applied must be maintained to avoid noticeable deterioration of the finish. No wall or other exterior surface may have peeling, cracked, chipped or otherwise deteriorated surface finish on more than 20% of:
 - (a) Any one wall or other flat surface; or
 - (b) All door and window moldings, eaves, gutters, and similar projections on any one side or surface.
 - (3) No glass, including windows and exterior light fixtures, may be broken or cracked, and no screens may be torn or separated from moldings.
 - (4) Exterior doors and shutters must be hung properly and have an operable mechanism to keep them securely shut or in place.
 - (5) Cornices, moldings, lintels, sills, bay or dormer windows and similar projections must be kept in good repair and free from cracks and defects that make them hazardous or unsightly.
 - (6) Roof surfaces must be tight and have no defects that admit water. All roof drainage systems must be secured and hung properly.
 - (7) Chimneys, antennae, air vents, and other similar projections must be structurally sound and in good repair. These projections must be secured properly, where applicable, to an exterior wall or exterior roof.
 - (8) Foundations must be structurally sound and in good repair.

Penalty, see ' 92.99

§92.20 DUTIES OF CITY OFFICERS.

The Police Department shall enforce the provisions relating to nuisances. Any peace officer shall have the power to inspect private premises and take all reasonable precautions to prevent the commission and maintenance of public nuisances.

§92.21 ABATEMENT.

- (A) *Notice.* Written notice of violation; notice of the time, date, place and subject of any hearing before the City Council; notice of City Council order; and notice of motion for summary enforcement hearing shall be given as set forth in this section.
- (1) *Notice of violation.* Written notice of violation shall be served by a peace officer on the owner of record or occupant of the premises either in person or by certified or registered mail. If the premises is not occupied, the owner of record is unknown, or the owner of record or occupant refuses to accept notice of violation, notice of violation shall be served by posting it on the premises.
 - (2) *Notice of City Council hearing.* Written notice of any City Council hearing to determine or abate a nuisance shall be served on the owner of record and occupant of the premises either in person or by certified or registered mail. If the premises are not occupied, the owner of record is unknown, or the owner of record or occupant refuses to accept notice of the City Council hearing, notice of City Council hearing shall be served by posting it on the premises.
 - (3) *Notice of City Council order.* Except for those cases determined by the city to require summary enforcement, written notice of any City Council order shall be made as provided in M.S. §463.17 (Hazardous and Substandard Building Act), as it may be amended from time to time.
 - (4) *Notice of motion for summary enforcement.* Written notice of any motion for summary enforcement shall be made as provided for in M.S. §463.17 (Hazardous and Substandard Building Act), as it may be amended from time to time.
- (B) *Procedure.* Whenever a peace officer determines that a public nuisance is being maintained or exists on the premises in the city, the officer shall notify in writing the owner of record or occupant of the premises of such fact and order that the nuisance be terminated or abated. The notice of violation shall specify the steps to be taken to abate the nuisance and the time within which the nuisance is to be abated. If the notice of violation is not complied with within the time specified, the officer shall report that fact forthwith to the City Council. Thereafter, the City Council may, after notice to the owner or occupant and an opportunity to be heard, determine that the condition identified in the notice of violation is a nuisance and further order that if the nuisance is not abated within the time prescribed by the City Council, the city may seek injunctive relief by serving a copy of the City Council order and notice of motion for summary enforcement.
- (C) *Emergency procedure; summary enforcement.* In cases of emergency, where delay in abatement required to complete the notice and procedure requirements set forth in divisions (A) and (B) of this section will permit a continuing nuisance to unreasonably endanger public health safety or welfare, the City Council may order summary enforcement and abate the nuisance. To proceed with summary enforcement, the officer shall determine that a public nuisance exists or is being maintained on premises in the city and that delay in abatement of the nuisance will unreasonably endanger public health, safety or welfare. The officer shall notify in writing the occupant or owner of the premises of the nature of the nuisance and of the city's intention to seek summary enforcement and the time and place of the City Council meeting to consider the question of summary enforcement. The City Council shall determine whether or not the condition identified in the notice to the owner or occupant is a nuisance, whether public health, safety or welfare will be unreasonably endangered by delay in abatement required to complete the procedure set forth in division (A) of this section, and may order that the nuisance be immediately terminated or abated. If the nuisance is not immediately terminated or abated, the City Council may order summary enforcement and abate the nuisance.

- (D) *Immediate abatement.* Nothing in this section shall prevent the city, without notice or other process, from immediately abating any condition that poses an imminent and serious hazard to human life or safety.
Penalty, see §10.99

§92.22 RECOVERY OF COST.

- (A) *Personal liability.* The owner of premises on which a nuisance has been abated by the city shall be personally liable for the cost to the city of the abatement, including administrative costs. As soon as the work has been completed and the cost determined, the City Administrator/Clerk-Treasurer or other official shall prepare a bill for the cost and mail it to the owner. Thereupon the amount shall be immediately due and payable at the office of the City Administrator/Clerk-Treasurer.
- (B) *Assessment.* If the nuisance is a public health or safety hazard on private property, the accumulation of snow and ice on public sidewalks, the growth of weeds on private property or outside the traveled portion of streets, or unsound or insect-infected trees, the City Administrator/Clerk-Treasurer shall, on or before September 1 next following abatement of the nuisance, list the total unpaid charges along with all other the charges as well as other charges for current services to be assessed under M.S §429.101 against each separate lot or parcel to which the charges are attributable. The City Council may then spread the charges against the property under that statute and other pertinent statutes for certification to the County Auditor and collection along with current taxes the following year or in annual installments, not exceeding ten, as the City Council may determine in each case.
Penalty, see §10.99







160

TREE SERVICE, LL

TRUCK FOR THE REMOVAL OF







CITY OF HARMONY CITY COUNCIL

AGENDA ITEM COVER SHEET

Originating Staff: Samantha Grabau	Meeting Date:	Agenda Item No. 5d
Agenda Section: New Business	Item: Nuisance Destruction Order	
BACKGROUND: Nuisance properties have reviewed for a second time and the location at 155 1 st AVE SW has not been abated of the known noxious weeds identified at Japanese Knotweed. Japanese Knotweed is on the noxious weed list requiring eradication according to specifications outlined by the Minnesota Department of Natural Resources.		
ATTACHMENTS: MN Statute 18.771 - Noxious weed Categories MN Statute 18.83 - Weed Eradication Ordinance 92.35 Weeds MN Knotweed Fact Sheet		
COUNCIL ACTION REQUESTED: Approve proceeding with civil service of Destruction Order and abatement of noxious weeds.		

WEEDS

§92.35 SHORT TITLE.

This subchapter shall be cited as the “Weed Ordinance”.

§92.36 JURISDICTION.

This subchapter shall be in addition to any state statute or county ordinance presently in effect, subsequently added, amended or repealed.

§92.37 DEFINITIONS; EXCLUSIONS.

(A) For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DESTRUCTION ORDER. The notice served by the City Council or designated city official, in cases of appeal, on the property owner of the ordinance violation.

PROPERTY OWNER. The person occupying the property, the holder of legal title or a person having control over the property of another, such as a right-of-way, easement, license or lease.

WEEDS, GRASSES and RANK VEGETATION. Includes but is not limited to the following:

- (1) Noxious weeds and rank vegetation shall include but not be limited to: alum (allium), Buckthorn, Bur Cucumber, Canada Thistle, Corncockle, Cressleaf Groundsel, Curly Dock, Dodder, Field Bindweed, French Weed, Hairy Whitetop, Hedge Bindweed, Hoary Cress, Horsenettle, Johnsongrass, Leafy Spurge, Mile-A-Minute Weed, Musk Thistle, Oxeye Daisy, Perennial Sowthistle, Poison Hemlock, Purple Loosestrife, Quackgrass, Russian Knapweed, Russian Thistle, Serrated Tussock, Shatter Cane, Sorghum, Wild Carrot, Wild Garlic, Wild Mustard, Wild Onion, Wild Parsnip
- (2) Grapevines when growing in groups of 100 or more and not pruned, sprayed, cultivated, or otherwise maintained for two consecutive years;
- (3) Bushes of the species of tall, common, or European barberry, further known as *berberis vulgaris* or its horticultural varieties;
- (4) Any weeds, grass, or plants, other than trees, bushes, flowers, or other ornamental plants, growing to a height exceeding 8 inches.
- (5) Rank vegetation includes the uncontrolled, uncultivated growth of annuals and perennial plants.
- (6) The term **WEEDS** does not include shrubs, trees, cultivated plants or crops.

(B) In no event shall cultivated plants or crops include plants that have been defined by state statute or administrative rule as being noxious or detrimental plants.

§92.38 OWNERS RESPONSIBLE FOR TRIMMING, REMOVAL AND THE LIKE.

All property owners shall be responsible for the removal, cutting, or disposal and elimination of weeds, grasses and rank vegetation or other uncontrolled plant growth on their property, which at the time of notice, is in excess of 8 inches in height.

Penalty, see §10.99

§92.39 FILING COMPLAINT.

Any person, including the city, who believes there is property located within the corporate limits of the city which has growing plant matter in violation of this subchapter shall make a written complaint signed, dated and filed with the City Administrator/Clerk-Treasurer. If the city makes the complaint, an employee, officer or Council Member of the city shall file the complaint in all respects as set out above.

§92.40 NOTICE OF VIOLATIONS.

(A) Upon receiving notice of the probable existence of weeds in violation of this subchapter, the City Administrator/Clerk-Treasurer shall make an inspection and shall forward written notification in the form of a "Destruction Order" to the property owner or the person occupying the property as that information is contained within the records of the City Administrator/Clerk-Treasurer or any other city agency. The notice shall provide that within seven (7) regular business days after the receipt of the notice the designated violation shall be removed by the property owner or person occupying the property.

§92.41 ABATEMENT BY CITY.

In the event that the property owner shall fail to comply with the "Destruction Order" within seven regular business days, the City Administrator/Clerk-Treasurer may employ the services of city employees or outside contractors and remove the weeds to conform to this subchapter by all lawful means. The property owner shall be billed for all costs incurred during the abatement.

§92.42 LIABILITY.

- (A) The property owner is liable for all costs of removal, cutting or destruction of weeds as defined by this subchapter.
- (B) The property owner is responsible for all collection costs associated with weed destruction, including but not limited to court costs, attorney's fees and interest on any unpaid amounts incurred by the city. If the city uses municipal employees, it shall set and assign an appropriate per hour rate for employees, equipment, supplies and chemicals that may be used.
- (C) All sums payable by the property owner are to be paid to the City Administrator/Clerk-Treasurer and to be deposited in a general fund as compensation for expenses and costs incurred by the city.
- (D) All sums payable by the property owner may be collected as a special assessment as provided by M.S. §429.101, as it may be amended from time to time.

18.771 NOXIOUS WEED CATEGORIES.

(a) For purposes of designation under section 18.79, subdivision 13, noxious weed category means each of the following categories:

- (1) the prohibited-eradicate noxious weeds category;
- (2) the prohibited-control noxious weeds category;
- (3) the restricted noxious weeds category;
- (4) the specially regulated plants category; and
- (5) the county noxious weeds category.

(b) The "prohibited-eradicate noxious weeds" category includes noxious weeds that must be eradicated on all lands within the state. Transportation of the propagating parts of prohibited-eradicate noxious weeds is prohibited except as allowed under section 18.82. Prohibited-eradicate noxious weeds may not be sold or propagated in Minnesota. Noxious weeds that are designated as prohibited-eradicate noxious weeds and placed on the prohibited-eradicate noxious weeds list are plants that are not currently known to be present in Minnesota or are not widely established in the state. All prohibited-eradicate noxious weeds must be eradicated.

(c) The "prohibited-control noxious weeds" category includes noxious weeds that must be controlled on all lands within the state. Transportation of the propagating parts of prohibited-control noxious weeds is prohibited except as allowed under section 18.82. Prohibited-control noxious weeds may not be propagated or sold in Minnesota. Noxious weeds that are designated as prohibited-control noxious weeds and placed on the prohibited-control noxious weeds list are plants that are already established throughout the state or regions of the state. At a minimum, these species must be controlled in a way that prevents spread of these species by seed or vegetative means.

(d) The "restricted noxious weeds" category includes noxious weeds and their propagating parts that may not be imported, sold, or transported in the state, except as allowed by permit under section 18.82. Noxious weeds that are designated as restricted and placed on the restricted list may be plants that are widely distributed in Minnesota and for which a requirement of eradication or control would not be feasible on a statewide basis using existing practices.

(e) The "specially regulated plants" category includes noxious weeds that may be native species or nonnative species that have demonstrated economic value, but also have the potential to cause harm in noncontrolled environments. Plants designated as specially regulated have been determined to pose ecological, economical, or human or animal health concerns. Species-specific management plans or rules that define the use and management requirements for these plants must be developed by the commissioner of agriculture for each plant designated as specially regulated. The commissioner must also take measures to minimize the potential for harm caused by these plants.

(f) The "county noxious weeds" category includes noxious weeds that are designated by individual county boards to be enforced as prohibited noxious weeds within the county's jurisdiction and must be approved by the commissioner of agriculture, in consultation with the Noxious Weed Advisory Committee. Each county board must submit newly proposed county noxious weeds to the commissioner of agriculture for review. Approved county noxious weeds shall also be posted with the county's general weed notice prior

to May 15 each year. Counties are solely responsible for developing county noxious weed lists and their enforcement.

History: *2013 c 114 art 2 s 21; 2020 c 89 art 3 s 7*

18.83 CONTROL; ERADICATION; NOTICES; EXPENSES.

Subdivision 1. **General weed notice.** A general notice for noxious weed control or eradication must be published on or before May 15 of each year. Failure of the county agricultural weed inspector or county-designated employee to publish the general notice does not relieve a person from the necessity of full compliance with sections 18.76 to 18.91 and related rules. The published notice is legal and sufficient notice when an individual notice cannot be served.

Subd. 2. **Individual notice.** An inspector or county-designated employee may find it necessary to secure more prompt or definite control or eradication of noxious weeds than is accomplished by the published general notice. In these special or individual instances, involving one or a limited number of persons, the inspector or county-designated employee having jurisdiction shall serve individual notices in writing upon the person who owns the land and the person who occupies the land, or the person responsible for or charged with the maintenance of public land, giving specific instructions on when and how named noxious weeds are to be controlled or eradicated. Individual notices provided for in this section must be served in the same manner as a summons in a civil action in the district court or by certified mail. Service on a person living temporarily or permanently outside of the inspector's or county-designated employee's jurisdiction may be made by sending the notice by certified mail to the last known address of the person, to be ascertained, if necessary, from the last tax list in the county treasurer's office.

Subd. 3. **Appeal of individual notice; appeal committee.** (1) A recipient of an individual notice may appeal, in writing, the order for control or eradication of noxious weeds. This appeal must be filed with a member of the appeal committee in the county where the land is located within two working days of the time the notice is received. The committee must inspect the land specified in the notice and report back to the recipient and the inspector or county-designated employee who issued the notice within five working days, either agreeing, disagreeing, or revising the order. The decision may be appealed in district court. If the committee agrees or revises the order, the control or eradication specified in the order, as approved or revised by the committee, may be carried out.

(2) The county board shall appoint members of the appeal committee. The membership must include a county commissioner or municipal official and a landowner residing in the county. The expenses of the members may be reimbursed by the county upon submission of an itemized statement to the county auditor. At its option, the county board, by resolution, may delegate the duties of the appeal committee to its board of adjustment established pursuant to section 394.27. When carrying out the duties of the appeal committee, the zoning board of adjustment shall comply with all of the procedural requirements of this section.

Subd. 4. **Control or eradication by inspector or county-designated employee.** If a person does not comply with an individual notice served on the person or an individual notice cannot be served, the inspector or county-designated employee having jurisdiction shall have the noxious weeds controlled or eradicated within the time and in the manner the inspector or county-designated employee designates.

Subd. 5. **Control or eradication by inspector or county-designated employee in growing crop.** An inspector or county-designated employee may consider it necessary to control or eradicate noxious weeds along with all or a part of a growing crop to prevent the maturation and spread of noxious weeds within the inspector's or county-designated employee's jurisdiction. If this situation exists, the inspector or county-designated employee may have the noxious weeds controlled or eradicated together with the crop after the appeal committee has reviewed the matter as outlined in subdivision 3 and reported back agreement with the order.

Subd. 6. **Authorization for person hired to enter upon land.** The inspector or county-designated employee may hire a person to control or eradicate noxious weeds if the person who owns the land, the person who occupies the land, or the person responsible for the maintenance of public land has failed to comply with an individual notice or with the published general notice when an individual notice cannot be served. The person hired must have authorization, in writing, from the inspector or county-designated employee to enter upon the land.

Subd. 7. **Expenses; reimbursements.** A claim for the expense of controlling or eradicating noxious weeds, which may include the costs of serving notices, is a legal charge against the county in which the land is located. The officers having the work done must file with the county auditor a verified and itemized statement of cost for all services rendered on each separate tract or lot of land. The county auditor shall immediately issue proper warrants to the persons named on the statement as having rendered services. To reimburse the county for its expenditure in this regard, the county auditor shall certify the total amount due and, unless an appeal is made in accordance with section 18.84, enter it on the tax roll as a tax upon the land and it must be collected as other real estate taxes are collected.

If public land is involved, the amount due must be paid from funds provided for maintenance of the land or from the general revenue or operating fund of the agency responsible for the land. Each claim for control or eradication of noxious weeds on public lands must first be approved by the commissioner of agriculture.

History: 1992 c 500 s 9; 2005 c 49 s 1; 2009 c 94 art 1 s 34

JAPANESE KNOTWEED



Rhizomes and roots can grow to 6 feet deep and spread outwards to 65 feet, sprouting new shoots at nodes of rhizomes.



Common Name: Japanese Knotweed

Alternate Names: Japanese bamboo, Mexican bamboo, Japanese fleece flower, crimson beauty, Reynoutria, Hancock's curse

Scientific Names: *Polygonum cuspidatum* Siebold & Zucc., synonym *Fallopia japonica* (Houtt.) Ronse Decr.

Related Species: Giant knotweed (*Polygonum sachalinense* F. Schmidt ex Maxim.); Bohemian knotweed (*Polygonum x bohemicum* (J. Chrtek & Chrtkova, Zika & Jacobson)

Legal Status

Prohibited Control (<https://www.revisor.mn.gov/statutes/cite/18.771>)

Efforts must be made to prevent seed maturation and dispersal of plants into new areas. Additionally, no transportation, propagation, or sale of these plants is allowed. Failure to comply may result in enforcement action by the county or local municipality.

Background

Japanese knotweed is native to eastern Asia and was imported to England in the mid-1800s as an ornamental. It was prized and planted in many famous gardens. In the late 1800s, it was brought to the United States and was planted in gardens and used for erosion control along roadways and embankments. Japanese knotweed escaped cultivation, overtook desirable vegetation and was recognized as a problem by the early 1900s. Japanese knotweed plants in Europe and North America are known to be clones of a single female plant. Japanese knotweed hybridizes with giant knotweed to form the Bohemian knotweed species.

Description

- Japanese knotweed is a shrub-like, semi-woody perennial growing up to 9 feet tall.
- Leaves are simple, alternate, up to 6 inches long by 4 inches wide, and broadly ovate with pointed tips and a square base.
- Knotweed grows quickly and has hollow, bamboo-like stems that form dense leafy thickets. Stems are green with reddish nodes, become tough and woody with age, and appear reddish-brown in the winter. New shoots emerge in the spring and leaves drop in the fall. Japanese knotweed stems have multiple branches.
- Plants produce flowers in creamy whitish clusters at the upper leaf axils in late August and September and can produce small 3-angled black-brown papery fruit.
- Rhizomes and roots can grow to 6 feet deep and spread outwards to 65 feet, sprouting new shoots at nodes of rhizomes.
- Bohemian knotweed can look very similar (it is a hybrid between Japanese knotweed and giant knotweed) but is generally taller, and has larger leaves with more heart-shaped bases.
- Giant knotweeds also look similar, but plants are much taller and have significantly larger, thinner leaves with heart-shaped bases

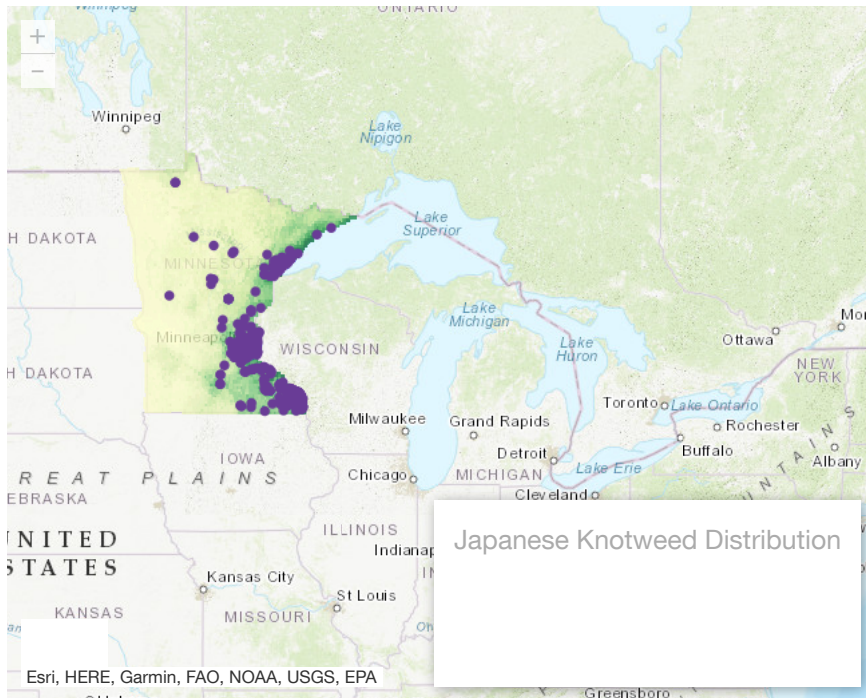
Note: There is a dwarf variety of Japanese knotweed (*Polygonum cuspidatum* var. *compacta*) also present in Minnesota. Dwarf Japanese knotweed is shorter in height (up to 3 feet) and has smaller, rounder, thicker leaves.

Habitat

Japanese knotweed is often found in sunny areas within intentionally planted landscapes, along roadsides, and in riparian areas such as stream banks. Knotweeds thrive in a range of soil types and light levels although will not be as robust if growing in shady conditions.

Means of spread and distribution

Japanese knotweed can spread both vegetatively and by seed. Rhizomes allow knotweed to spread quickly and aggressively and new colonies can form from very small stem or rhizome fragments. Plant parts can be moved by natural means, such as waterways, and often through human activities such as moving knotweed plant parts to new locations or moving soil contaminated with rhizome fragments. In North America, Japanese knotweed plants produce only female flowers and therefore cannot produce viable seed unless there are giant knotweed or Bohemian knotweeds nearby as pollen source. Japanese knotweed is very persistent after establishment. It is widespread in the eastern US and reported in 43 states. There are many infestations in Minnesota found as landscape plantings and in natural areas. In Minnesota many plants reported as Japanese knotweed have been found to be Bohemian knotweed.



Impact

Japanese knotweed forms tall, dense thickets that shade out and displace native vegetation, degrade habitat for fish and wildlife, can alter waterways, and facilitate erosion and flooding. Knotweed growth through pavement cracks and along paved surface edges can result in damaged pavement.







Prevention and Management

- Do not plant knotweed as an ornamental and eradicate any existing plants from your property. Do not move soil that may contain knotweed rhizome fragments to uninfested areas. A sound management plan is necessary to manage this species and will take a commitment of several years to ensure that the population has been eliminated.
- Foliar and stem injection application of herbicides that translocate their active ingredients into the root system can be very effective. Treatments will need to be repeated for several years to eradicate a population. If using herbicide treatments, check with your [local University of Minnesota Extension agent](http://www.extension.umn.edu/offices/) (<http://www.extension.umn.edu/offices/>), co-op, or certified landscape care expert for assistance and recommendations. There are several businesses throughout the state with certified herbicide applicators that can be hired to perform chemical applications. Japanese knotweed also grows commonly in riparian and wetland habitats. If treating plants near water with herbicide, please be aware of the [state pesticide laws](#) ([pesticide-fertilizer/pesticide-use-sales-data](#)), and use only products labeled for aquatic use.
- Do not cut or mow knotweed. Cutting or mowing increases spread and can stimulate growth. Bending stems out of the way can be useful if knotweed blocks pathways.
- Always clean and inspect equipment after working in an infested area to prevent transport of plant fragments and seed to new areas.
- [Knotweed lifecycle and treatment timing graphic](#) ([https://bugwoodcloud.org/mura/mipn/assets/File/Educational%20Resources/Knotweeds%208_5x11%20\(locke\).pdf](https://bugwoodcloud.org/mura/mipn/assets/File/Educational%20Resources/Knotweeds%208_5x11%20(locke).pdf))

LEARN MORE

- [Knotweed Survey \(/2018-knotweed-survey\)](#)

EXTERNAL LINKS

- >  MDA knotweed brochure (https://bugwoodcloud.org/mura/mipn/assets/File/Knotweed%20Brochure%205_14_18%20WEB.pdf)
- >  CAB International Japanese knotweed datasheet (<https://www.cabi.org/isc/datasheet/23875>)
- >  King County Best Management Practices - Invasive Knotweeds (<https://your.kingcounty.gov/dnrp/library/water-and-land/weeds/BMPs/Knotweed-Control.pdf>)
- >  Knotweed lifecycle and treatment timing graphic ([https://bugwoodcloud.org/mura/mipn/assets/File/Educational%20Resources/Knotweeds%208_5x11%20\(locke\).pdf](https://bugwoodcloud.org/mura/mipn/assets/File/Educational%20Resources/Knotweeds%208_5x11%20(locke).pdf))
- >  Knotweed storymap (<https://storymaps.arcgis.com/stories/cc0837ab73c64ad495ac62a0726f005f>)
- >  Risk assessment (<https://static1.squarespace.com/static/57539006044262fce01261c5/t/5eac86434f82b4330c1a0a2b/1588364867969/Japanese+Knotweed+2.pdf>)

CONTACT US

Noxious Weed Program (/noxious-weed-program)

Plant Protection

noxiousweeds.mda@state.mn.us (mailto:noxiousweeds.mda@state.mn.us)





Samantha Grabau
110 2ND ST NW
Harmony, MN 55939

June 28, 2024

City of Harmony
225 3RD AVE SW
Harmony, MN 55939

City of Harmony Councilmen,

I submit this letter of resignation from my role as Harmony City Administrator/Clerk/Treasurer and my last date of employment will be Friday, August 23, 2024.

I appreciate the opportunities for professional development you have provided me over the past 2 years. I am leaving because I cannot serve the City of Harmony adequately as both the City Administrator/Clerk/Treasurer and the Ambulance Director.

I will be here to assist with the transition and will provide any information needed going forward.

Thank you very much for the opportunity to work with the City of Harmony. While I am stepping back from this role, I am happy to continue serving as the Harmony Ambulance Director and providing for our communities.

Sincerely,

Samantha Grabau

CITY OF HARMONY CITY COUNCIL

AGENDA ITEM COVER SHEET

Originating Staff: Samantha Grabau	Meeting Date: July 16, 2024	Agenda Item No. 5e – ii
Agenda Section: New Business	Item: Ambulance Director Pay	
<p>BACKGROUND:</p> <p>While I am resigning as the Administrator, I would like to continue on as the Harmony Ambulance Director. I will continue to ensure all Minnesota EMSRB compliance, Medicare and CMS compliance, scheduling, submitting ambulance runs for billing and working with ambulance reconciliation. As Director, I will also ensure that the monthly training is completed and members are given education opportunities.</p> <p>I am anticipating that this Ambulance Director role will comprise of 10-15 hours per week depending on the volume of calls and accounting needed. I am requesting a monthly salary to do this of \$1,000 per month plus the \$2/hour on-call stipend when on-call, per run pay, and weekends; all of which are afforded to the other ambulance members.</p> <p>This salary will not affect the general fund budget and will come solely from the ambulance fund.</p>		
<p>ATTACHMENTS:</p> <p>Job Description Ambulance Director</p>		
<p>COUNCIL ACTION REQUESTED:</p> <p>Approve Ambulance Director monthly \$1,000 stipend in addition to on-call pay, call-out pay and weekends.</p>		

CITY OF HARMONY

POSITION DESCRIPTION

Title: Ambulance Director	Division: Public Safety
Reports To: City Administrator	Department: Ambulance Service

Scope of Job

General Statement of Duties

Responsible for the operation, maintenance and improvement of the ambulance service.

Supervision Received

Works under the administrative supervision of the City Administrator.

Supervision Exercised

Supervises volunteer ambulance EMT's and First Responders.

Duties and Responsibilities

The listed examples may not include all duties performed by all positions in this class. Duties may vary somewhat from position to position within a class.

General Duties

- Responds to ambulance calls during the day shift Monday through Friday and on weekends as scheduled.
- Sets ambulance crew schedule & prepares run sheets.
- Takes care of State licensing & weekly inspection documents.
- Documents OSHA requirements.
- Participates in SE Emergency Medical Services.
- Provides training, certification & continuing education for crewmembers.
- Orders & purchases supplies and equipment for ambulance.

Other Duties

- Performs other duties as assigned

Knowledge, Skills and Abilities

- Ability to deal courteously and tactfully with the public.
- Ability to establish and maintain effective working relationships with other employees and vendors.
- Ability to maintain records and to obtain reports from such records.
- Knowledge of OSHA certification requirements

Minimum Qualifications

- High school graduation or equivalent.
- Valid Class D Minnesota Drivers License.
- National Registered EMT or ability to achieve certification within six months.
- AHA certified CPR instructor or ability to achieve certification within six months.

FLSA Classification: exempt-A	Status: regular, part-time, salary
Position Evaluation Points: 213	Pay Grade: 3

Revised: September 2000	
Signature:	Date Adopted:

CITY OF HARMONY CITY COUNCIL

AGENDA ITEM COVER SHEET

Originating Staff: Personnel Committee	Meeting Date: July 16, 2024	Agenda Item No. 5f
Agenda Section: New Business	Item: Karen Apenhorst 6-month Review	
BACKGROUND: Karen has completed her 6-month probationary period as Finance Clerk. Karen has learned and accepted many finance roles within the last 6 months and is anticipated to do well in her position. Karen is polite and a positive with all customers and colleagues. Recommendation is to take Karen off of probation and move her to grade 3, step 3.		
ATTACHMENTS: None.		
COUNCIL ACTION REQUESTED: Approve to remove Karen Apenhorst from probation and move pay to grade 3, step 3.		



Owner: City of Harmony, 225 3rd Ave. SW, Harmony, MN 55939	Date: July 12, 2024
For Period: 6/6/2024 to 7/12/2024	Request No: 2
Contractor: Bruening Rock Products, Inc. 900 Montgomery St., Decorah, IA 52101	

CONTRACTOR'S REQUEST FOR PAYMENT
2024 STREET AND UTILITY IMPROVEMENTS
STANTEC PROJECT NO. 193806650

SUMMARY

1	Original Contract Amount		\$ 1,497,505.99
2	Change Order - Addition	\$ 0.00	
3	Change Order - Deduction	\$ 0.00	
4	Revised Contract Amount		\$ 1,497,505.99
5	Value Completed to Date		\$ 180,684.75
6	Material on Hand		\$ 0.00
7	Amount Earned		\$ 180,684.75
8	Less Retainage 5%		\$ 9,034.23
9	Subtotal		\$ 171,650.52
10	Less Amount Paid Previously		\$ 40,686.40
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 2		\$ 130,964.12

Recommended for Approval by:
STANTEC



Approved by Contractor:
BRUENING ROCK PRODUCTS, INC.

Approved by Owner:
CITY OF HARMONY

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Quantity to Date	Amount to Date
PART 1 - SANITARY SEWER:						
1	REMOVE / ABANDON SANITARY SEWER PIPE	LF	795	2.00	0	\$0.00
2	REMOVE SANITARY SEWER MANHOLE	EA	5	1000.00	0	\$0.00
3	ADJUST FRAME AND RING CASTING (SANITARY)	EA	2	900.00	0	\$0.00
4	CONNECT TO EXISTING SANITARY SEWER PIPE	EA	6	500.00	0	\$0.00
5	CONNECT TO EXISTING SANITARY SEWER MANHOLE	EA	1	1200.00	0	\$0.00
6	CORE DRILL CONNECTION TO EXISTING SANITARY SEWER MANHOLE	EA	1	1200.00	0	\$0.00
7	6" DUMP STATION RISER WITH COVER	EA	1	2000.00	0	\$0.00
8	4' DIAMETER SANITARY MH, INCL R-1642-B CSTG, I&I B	EA	6	5000.00	0	\$0.00
9	8" PVC SANITARY SEWER, SDR 35	LF	1045	46.25	0	\$0.00
10	4" THICK POLYSTYRENE INSULATION	SY	24	75.00	0	\$0.00
11	8" CIPP REHABILITATION	LF	945	60.00	0	\$0.00
12	SANITARY SEWER PIPE CLEANING (CIPP)	LF	945	4.00	0	\$0.00
13	CIPP PRELINER	LF	945	5.20	0	\$0.00
14	CHEMICAL GROUT SERVICE LINE (5-FEET)	EA	17	600.00	0	\$0.00
15	TELEVISIONING SANITARY SEWER	LF	1045	3.75	0	\$0.00
16	IMPROVED PIPE FOUNDATION	LF	1045	4.00	0	\$0.00
TOTAL PART 1 - SANITARY SEWER:						\$0.00
PART 2 - WATER MAIN:						
17	REMOVE / ABANDON WATER MAIN PIPE	LF	1795	5.00	795	\$3,975.00
18	REMOVE HYDRANT	EA	5	750.00	2	\$1,500.00
19	REMOVE GATE VALVE AND BOX	EA	7	600.00	3	\$1,800.00
20	ADJUST GATE VALVE & BOX	EA	2	500.00	0	\$0.00
21	CONNECT TO EXISTING WATER MAIN	EA	9	2500.00	4	\$10,000.00
22	SOLID ROCK EXCAVATION	CY	65	10.00	0	\$0.00
23	YARD HYDRANT	EA	1	1000.00	0	\$0.00
24	6" GATE VALVE AND BOX	EA	12	2650.00	4	\$10,600.00
25	10" GATE VALVE AND BOX	EA	2	5000.00	0	\$0.00
26	HYDRANT	EA	5	8200.00	2	\$16,400.00
27	6" C900 PVC WATER MAIN, DR 18 INCL. TRACER WIRE	LF	2540	35.00	925	\$32,375.00
28	10" C900 PVC WATER MAIN, DR 18 INCL. TRACER WIRE	LF	215	65.50	0	\$0.00
29	DUCTILE IRON FITTINGS	LB	1100	14.50	295	\$4,277.50
30	IMPROVED PIPE FOUNDATION	LF	2755	4.00	0	\$0.00
31	TEMPORARY WATER SERVICE	LS	1	15000.00	0.5	\$7,500.00
TOTAL PART 2 - WATER MAIN:						\$88,427.50
PART 3 - SERVICES:						
32	8"x4" PVC WYE, SDR 35	EA	15	200.00	0	\$0.00
33	8"x6" PVC WYE, SDR 35	EA	1	300.00	0	\$0.00
34	4" PVC, SDR 26 SERVICE PIPE	LF	495	33.75	0	\$0.00
35	6" PVC, SDR 26 SERVICE PIPE	LF	55	50.00	0	\$0.00
36	IMPROVED PIPE FOUNDATION	LF	550	2.00	0	\$0.00
37	CONNECT TO EXISTING SEWER SERVICE	EA	15	300.00	0	\$0.00
38	CONNECT TO EXISTING WATER SERVICE	EA	21	400.00	0	\$0.00
39	1.25" FORCEMAIN CORPORATION STOP	EA	1	500.00	0	\$0.00
40	1.25" FORCEMAIN CURB STOP & BOX	EA	1	1000.00	0	\$0.00
41	1.25" SERVICE SADDLE	EA	1	350.00	0	\$0.00
42	1.25" HDPE FORCEMAIN PIPE	LF	35	22.50	0	\$0.00
43	1" CURB STOP AND BOX	EA	22	1000.00	0	\$0.00
44	1" CORPORATION STOP	EA	22	450.00	0	\$0.00
45	1" SERVICE SADDLE	EA	22	350.00	0	\$0.00

No.	Item	Unit	Contract Quantity	Unit Price	Quantity to Date	Amount to Date
46	1" TYPE "K" COPPER WATER SERVICE	LF	785	39.50	0	\$0.00
	TOTAL PART 3 - SERVICES:					\$0.00
	PART 4 - STORM SEWER:					
47	ADJUST FRAME AND RING CASTING (STORM MANHOLE)	EA	1	500.00	0	\$0.00
48	ADJUST FRAME AND RING CASTING (CATCH BASIN)	EA	3	1100.00	0	\$0.00
49	CONNECT TO EXISTING STORM SEWER STRUCTURE	EA	1	1000.00	1	\$1,000.00
50	BLIND TIE / CONNECT TO EXISTING STORM SEWER PIPE	EA	1	1500.00	0	\$0.00
51	SALVAGE AND REINSTALL CMP APRON	EA	1	250.00	1	\$250.00
52	2'x3' CATCH BASIN, INCL R-3290-VB CSTG AND CONC ADJ RINGS	EA	4	3000.00	2	\$6,000.00
53	4' DIAM. CBMH, INCL R-3290-VB CSTG AND CONC ADJ RINGS	EA	1	5000.00	1	\$5,000.00
54	4" DRAINTILE WITH DRAINAGE AGGREGATE AND FABRI	LF	180	20.00	0	\$0.00
55	12" RCP PIPE, CLASS III	LF	160	50.99	85	\$4,334.15
56	18" RCP PIPE, CLASS III	LF	500	55.75	489	\$27,261.75
	TOTAL PART 4 - STORM SEWER:					\$43,845.90
	PART 5 - STREET IMPROVEMENTS:					
57	MOBILIZATION	LS	1	39301.10	0.5	\$19,650.55
58	TRAFFIC CONTROL (COMPLETE)	LS	1	5000.00	0.25	\$1,250.00
59	CLEAR AND GRUB TREE	EA	2	650.00	0	\$0.00
60	REMOVE CONCRETE CURB AND GUTTER	LF	2250	3.00	500	\$1,500.00
61	RECLAIM BITUMINOUS PAVEMENT	SY	10255.4	2.00	10255.4	\$20,510.80
62	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SY	574.56	3.00	0	\$0.00
63	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	350	9.53	0	\$0.00
64	REMOVE CONCRETE SIDEWALK	SY	110	10.00	0	\$0.00
65	REMOVE CONCRETE FLUME	SY	85	10.00	0	\$0.00
66	SAWING CONCRETE PAVEMENT	LF	325	6.00	0	\$0.00
67	SAWING BITUMINOUS PAVEMENT	LF	800	5.00	0	\$0.00
68	COMMON EXCAVATION (P)	CY	5680	7.50	0	\$0.00
69	SALVAGE AND STOCKPILE EXISTING AGGREGATE BASE (EV)	CY	1130	10.00	0	\$0.00
70	TOLERANCE AND SHAPE EXISTING AGGREGATE BASE FOR PAVING	SY	2915	1.50	0	\$0.00
71	SUBGRADE EXCAVATION (EV)	CY	1162.5	7.50	0	\$0.00
72	SUBGRADE CORRECTION (CV)	CY	1162.5	17.50	0	\$0.00
73	GEOTEXTILE FABRIC, TYPE V	SY	10450	2.00	0	\$0.00
74	AGGREGATE BASE, CLASS 5 (CV)	CY	2325	30.00	0	\$0.00
75	CLASS 2 MODIFIED AGGREGATE BASE (CV)	CY	3225	30.00	0	\$0.00
76	PLACE SALVAGED CLASS 7 AGGREGATE BASE (CV)	CY	290	10.00	0	\$0.00
77	CLASS 2 SHOULDERING AGGREGATE (CV)	CY	55	40.00	0	\$0.00
78	CLASS 2 TOLERANCING AGGREGATE (CV)	CY	85	40.00	0	\$0.00
79	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B) (2" THICK)	SY	12480	13.00	0	\$0.00
80	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B) (1.5" THICK)	SY	12480	10.25	0	\$0.00
81	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B) (2" THICK) (TH 52 PAVING)	SY	925	19.25	0	\$0.00
82	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B) (1.5" THICK) (TH 52 PAVING)	SY	315	24.00	0	\$0.00
83	TYPE SP 9.5 WEARING COURSE MIXTURE (3,B) (3" THICK) (DRIVEWAY) (2-LIFTS)	SY	495	40.00	0	\$0.00

No.	Item	Unit	Contract Quantity	Unit Price	Quantity to Date	Amount to Date
84	BITUMINOUS MATERIAL FOR TACK COAT (P)	GAL	670	0.05	0	\$0.00
85	PREPARATION OF BITUMINOUS NON WEAR FOR WEAR COURSE PAVING	LS	1	6000.00	0	\$0.00
86	B618 CONCRETE CURB AND GUTTER	LF	3265	24.00	0	\$0.00
87	B618 CONCRETE CURB AND GUTTER REPAIR	LF	170	50.00	0	\$0.00
88	4" THICK CONCRETE SLOPE PAVING	SY	20	80.00	0	\$0.00
89	4" THICK CONCRETE SIDEWALK	SY	35	50.00	0	\$0.00
90	6" THICK RESIDENTIAL CONCRETE DRIVEWAY PAVEMENT	SY	240	70.95	0	\$0.00
91	6" THICK CONCRETE DUMP STATION PAD	SY	7.11	100.00	0	\$0.00
92	7" THICK COMMERCIAL CONCRETE DRIVEWAY PAVEMENT	SY	285	74.00	0	\$0.00
93	AGGREGATE DRIVEWAY RESTORATION	SY	1200	5.00	0	\$0.00
94	TOPSOIL BORROW (CV)	CY	530	22.50	0	\$0.00
95	TURF RESTORATION (COMPLETE)	LS	1	6500.00	0	\$0.00
96	EROSION CONTROL BMP'S	LS	1	11000.00	0.5	\$5,500.00
	TOTAL PART 5 - STREET IMPROVEMENTS:					<u>\$48,411.35</u>
	TOTAL PART 1 - SANITARY SEWER:					\$0.00
	TOTAL PART 1 - WATER MAIN:					\$88,427.50
	TOTAL PART 3 - SERVICES:					\$0.00
	TOTAL PART 4 - STORM SEWER:					\$43,845.90
	TOTAL PART 5 - STREET IMPROVEMENTS:					<u>\$48,411.35</u>
	WORK COMPLETED TO DATE:					<u>\$180,684.75</u>

PROJECT PAYMENT STATUS

OWNER CITY OF HARMONY

STANTEC PROJECT NO. 193806650

CONTRACTOR BRUENING ROCK PRODUCTS, INC.

CHANGE ORDERS

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	05/01/2024	06/05/2024	40,686.40	2,141.38	42,827.78
2	06/06/2024	07/12/2024	130,964.12	9,034.23	180,684.75

Material on Hand

Total Payment to Date		\$171,650.52	Original Contract	\$1,497,505.99
Retainage Pay No. 2		9,034.23	Change Orders	
Total Amount Earned		\$180,684.75	Revised Contract	\$1,497,505.99

Environmental Water Services



City Of Harmony

Monthly Council Report

Reporting for the Month of May 2024

- 1.) Completed DMR no limit exceedances, Corey / Rick.
- 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.) Located manholes along farmers field blockage.
- 7.) Reviewed DMR and permit.
- 8.) Conducted Monthly TRC Bench sheet Corey / Rick
- 9.) Checked PH digester.
- 10.) Filled in while operators were in school as needed, Rick.
- 11.) Reviewed lab reports.

Environmental Water Services



Operations &
Maintenance



Water & Wastewater
Services

City Of Harmony

Monthly Council Report

Reporting for the Month of June 2024

- 1.) Completed DMR no limit exceedances, Corey / Rick.
- 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.) Assisted with unloading Dupereon barscreen unloading.
- 7.) Reviewed DMR and permit.
- 8.) Conducted Monthly TRC Bench sheet Corey / Rick.
- 9.) Checked PH digester.
- 10.) Assisted with valving to digester and sludge storage tank.
- 11.) Reviewed lab reports.

Harmony EDA Minutes

June 6, 2024
7:30 AM

Community Center
Council Room

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

Also Present: Aaron Bishop, Amy Bishop, Erica Thilges, Allan Dahl, Beth Weedman, 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 May 2, 2024 meeting. Motion by Himlie, second by Schieber to approve the minutes as presented. Motion carried unanimously.

Financial Reports & Claims

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

Semi Annual Development Agreement Compliance Review

The board reviewed the schedule of development agreements. All active agreements were in compliance. Giesen reviewed the status of the Bishop agreement covering their downtown revitalization grant, including the progress updates provided in 2023. The Bishops were present to give an additional progress report and projected project timelines. While tuck pointing funded by the downtown revitalization program was completed about one year ago, subsequent project elements were delayed. The board discussed ensuring progress was made so that the space could be filled with an active business. Consensus of the board was for staff work with the Bishops over the next several months to create goals for the renovation project and report back to the board at the next agreement compliance review in December.

Comprehensive Plan: Review Development Goals

The board discussed development opportunities and strategies at length. Himlie suggested several possible project ideas including signage on 1st Ave SW for the in town route of the new bike trail, extending 1st Ave NW to connect to the trailhead parking lot, and improving pedestrian safety along Main Ave downtown. Morem asked if the board was able to strategically purchase uninhabitable homes with the intention of demolishing and either rebuilding a home to or sell the lot for home development. There was also discussion about various properties where the board saw opportunities for projects. Giesen will add the projects discussed to the board's list of priorities, discuss pedestrian safety with MnDOT, and develop a project scope for home redevelopment to discuss further.

Chamber of Commerce Report

Erica Thilges introduced Beth Weedman as the new chamber director. She is working part time, year round, and scheduled for 20 hours per week. The board welcomed Weedman. Thilges noted that to ensure the best use of paid staff time, board members will be covering attendance at various meetings including EDA meetings. In addition,

with a part time director staffing at the visitors center will be dependent on the director's schedule and volunteer capacity. There are a number of volunteers willing to help but there are not enough volunteers to cover all the schedule openings.

Planning for the 4th of July festivities is making great progress, the chamber is planning for its 2nd annual golf tournament fundraiser, and the first back alley jam is scheduled for June 20th.

Amy Bishop presented the current financials and the board reviewed. There were no questions.

Prospects/Community Update

Giesen noted that today's meeting marked the 30th anniversary of the Harmony Economic Development Authority. It was established June 7, 1994. He thanked the board for being able to serve the board the past 15 years.

Giesen reported that the bike trail project construction was underway from the cave road to the southern city limit. The groundbreaking event on May 3 had nearly 50 people in attendance. The second phase of construction is still planned for bidding in late June or July.

The board discussed next steps with the new home rebate digital marketing effort. It was noted that the current agreement to provide digital marketing ends in July. The board agreed that while a good effort, the program might be casting too wide of a net for the opportunities available. A more limited effort, perhaps seasonally advertising the program, may be best. The board will discuss further at the next meeting.

Giesen reported that the city engineer would be able to update the cost estimates for all needed industrial park infrastructure for about \$300-\$500 and he suspects that pricing today will be much higher than when the current estimates were assembled in 2020. Consensus of the board was to look at alternative methods of pricing the industrial park properties including only selling/marketing currently improved property.

Giesen advised that the Fillmore County Assessor has determined that the economic development exemption for property taxes on three parcels in the industrial park have expired. The board will need to budget property taxes due for those parcels starting in 2025.

Because it would otherwise fall on the 4th of July holiday, consensus of the board was to move the regularly scheduled July meeting to July 11.

There was no other business.

Hearing no objections, Kingsley adjourned the meeting. The meeting adjourned at 9:10 AM.

The next regular meeting is scheduled for July 11, 2024 at 7:30 AM at the Community Center.

Harmony EDA Minutes

July 11, 2024
7:30 AM

Community Center
Council Room

Present: Kerry Kingsley, Greg Schieber, Michael Himlie, and Stuart Morem

Also Present: Erica Thilges, Allan Dahl, Becky Jones, Cyndi Ofstedal, 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 June 6, 2024 meeting. Motion by Himlie, second by Kingsley to approve the minutes as presented. Motion carried unanimously.

Financial Reports & Claims

There were no claims for payment. Giesen reported that the loan schedule was not available yet, but he would forward it as soon as it was received. No issues were anticipated.

Digital Marketing New Home Rebate – Next Steps

Becky Jones was present to give the final report on the digital marketing effort to promote the new home rebate program. This advertising program is scheduled to end this month. Jones reviewed the overall efforts and results. Of the approved \$500 ad budget, \$475 was spent. Facebook and Instagram ads were purchased and reached anywhere between 1,800 and 25,000 viewers depending on topic. Ads featuring the Amish community and community amenities were by far the most viewed. Ads featuring content about building or buying a home in Harmony saw minimal engagement. The board discussed next steps. It was agreed that buying digital ads was very impactful, especially around community amenities/Harmony brand awareness. It was noted that the chamber does not currently purchase digital ads and it was suggested that perhaps in the future marketing funds for such ad purchases could be done in conjunction with the chamber's efforts. Consensus of the board was that the marketing efforts yielded good information and supports further ad purchases in the future, but for now the board would not extend the program. It was agreed to continue the discussion.

Home Redevelopment Project Concept

The board discussed a possible property redevelopment program per the discussion at the previous meeting. Giesen reviewed a memo giving an overview of several ideas. Consensus of the board revolved around the idea of creating a program that would provide a carrot for seriously dilapidated properties to sell the property to the EDA, the EDA would then demolish the property or somehow remedy the blight, and then resell the property requiring a new home/business be constructed on it when possible. It was suggested that this program would be reserved for the property owners that did not have the capacity to remedy fixes on their own, where such a program might expedite clean up or resale, or avoid future ordinance violations or future vacant properties. The board identified the undesignated funds from the payoff of the Hammel House development agreement as a possible source of funding for the program. The board asked if there was a list of properties that might be qualified for such a program. Grabau reviewed a few

properties that were on a city nuisance ordinance violation list. To the board's surprise, Grabau reported that most owners on the violation list were in process of resolving issues on their own. It was suggested that perhaps this program may not be as needed as thought, but further discussion and investigation was warranted. Grabau and Giesen will compile a list of nuisance properties along with a status report and additional information for a possible program for further discussion.

Schieber and Morem suggested the board take a tour of the city either individually or as a group to review the condition of properties and brainstorm projects in general.

Chamber of Commerce Report

Erica Thilges was present to give the chamber report. Recent events including the 4th of July celebration and Back Alley Jam went very well. This year's Customer Appreciation Night will be the last hosted by the chamber due to cost and realignment of events hosted by the chamber. The board reviewed the chamber financials, there were no questions.

Thilges presented a request for the board to consider participating in a purchase of professionally edited photos of local events, streetscapes, seasonal scenery, and the like. The total cost of the project is \$4,800 and will take approximately 1 year to fully complete in order to capture seasonal footage and editing. The photos and drone footage would be available for free use by any members of the community for either own digital and print marketing needs. The chamber will approach other local organizations to participate in the cost. The board discussed. Kingsley was concerned about actual usage and the lifespan of such photos. Schieber suggested that a collaborative approach was more economical for such content that is needed by many. Grabau confirmed that the board's marketing budget had \$3,160 remaining for 2024. The chamber's contribution would be organizing and managing the project. Motion by Kingsley, second by Himlie to contribute \$2,400 contingent upon other organizations funding the remaining project cost. Motion carried unanimously.

Kingsley thanked Thilges for her volunteer work assisting the chamber the past several months, especially when there was a vacancy in the director position.

Prospects/Community Update

Giesen gave a report on prospects. He noted several loan applications in process. He was also working with several businesses on various projects.

Giesen reported that he and Schieber have been assisting the DNR in finalizing fence and field drive requests for the bike trail project. Phase I construction of the trail continues but has been slowed by rain, no new news on bidding for Phase II construction.

There was no other business.

Hearing no objections, Kingsley adjourned the meeting. The meeting adjourned at 9:20 AM.

The next regular meeting is scheduled for August 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: July 1, 2024
To: Harmony City Council
From: Jason Harmening, Deputy Sheriff
John DeGeorge, Fillmore County Sheriff
Re: July 2024 Monthly Council Report

Calls for Service / Patrol Activity:

Reported Date	Title	Street Name
2024-06-01	Criminal Sexual Conduct	MAIN AVE
2024-06-01	Noise Complaint	4TH ST
2024-06-02	Juvenile Complaint	351ST AVE
2024-06-03	Ambulance	MAIN AVE
2024-06-03	MAARC	MAIN AVE
2024-06-03	Mental Health	1st AVE
2024-06-03	Traffic	Hwy 52
2024-06-05	Ambulance	MAIN AVE
2024-06-05	Criminal Damage to Property	1st Ave
2024-06-05	Suspicious Activity	1st AVE
2024-06-06	Harassment	1st AVE
2024-06-06	Fraud/Scam	1ST AVE
2024-06-06	Animal Complaint	2ND ST
2024-06-07	Criminal Damage to Property	Main St
2024-06-07	Traffic	MAIN ST
2024-06-09	Traffic	5TH ST
2024-06-10	Ambulance	7th AVE
2024-06-11	Ambulance	4TH ST
2024-06-12	Driving Complaint	3rd AVE

FILLMORE COUNTY SHERIFF



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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

2024-06-12	Ambulance	CENTER ST
2024-06-12	Mental Health	1ST AVE
2024-06-13	Training	3rd AVE
2024-06-14	Ambulance	5TH AVE
2024-06-15	Ambulance	MAIN AVE
2024-06-15	Crash	4TH ST
2024-06-17	Ambulance	1st AVE
2024-06-17	Ambulance	1st AVE
2024-06-17	Assist	COUNTY 30
2024-06-17	Special Events	3rd AVE
2024-06-17	Traffic	Hwy 52
2024-06-19	Traffic	HWY 52
2024-06-23	Road Information	3rd ST
2024-06-24	Information	4TH ST
2024-06-24	Information	4TH ST
2024-06-25	Death	MAIN AVE
2024-06-26	Animal Complaint	1st Ave
2024-06-27	Traffic	Hwy 52
2024-06-27	Missing Person	1st AVE
2024-06-27	Alarm	MAIN AVE
2024-06-27	Animal Complaint	4th ST
2024-06-27	Death	MAIN AVE
2024-06-27	Alarm	CENTER ST
2024-06-28	Ambulance	1st Ave