

**AGENDA**  
**HARMONY CITY COUNCIL**  
**Regular Meeting**

January 10, 2017  
7:00 P.M.

Council Room  
Community Center

1. Call To Order
2. Roll Call
3. Public Forum
4. Consent Agenda
  - a. Minutes
  - b. Claims
  - c. Administrator Report
  - d. Financial Report
  - e. CD
  - f. Annual Appointments
  - g. Bond Payment
5. Reports
  - a. Parking
  - b. Historical Society
  - c. MNDOT
  - d. Building & Maintenance Report
  - e. EDA Board
  - f. Park Board
  - g. Library Board
  - h. Arts Board
6. Business
  - a. Audit
  - b. COLA
7. Adjourn

**BACKGROUND INFORMATION  
HARMONY CITY COUNCIL  
REGULAR MEETING**

**January 10, 2017  
7:00 P.M.**

**Council Room  
Community Center**

1. Call To Order
2. Roll Call
3. Public Forum
4. Consent Agenda
  - a. Minutes
  - b. Claims
  - c. Administrator Report-See report.
  - d. Financial Report-See report.
  - e. CD-Cash in CD #43604. Purchase 7 CDs #43696-43702.
  - f. Annual Appointments-See resolution 17-01.
  - g. Bond Payment-Transfer \$26,702.50 for principal and interest on 2/1/17 for 2013B Bond. Transfer \$54,645.00 for principal and interest on 2/1/17 for 2014A Bond.
5. Reports
  - a. Parking-Chief Deputy Tony Webber to discuss odd/even parking. See possible ordinance modification.
  - b. Historical Society-MaryLou Zombory will be present to discuss signage downtown. See enclosed information.
  - c. MNDOT-Approve cooperative share agreement. Approve right-of-way on 1<sup>st</sup> St NE based on enclosed survey. See Resolution 17-02.
  - d. Building & Maintenance Report-Discuss tractor. Visitor Center Doorway/Window Renovations bids. Library HVAC.
  - e. EDA Board-Housing rebate affirmation for 2017.
  - f. Park Board
  - g. Library Board
  - h. Arts Board
6. Business
  - a. Audit-See memo. Consider 2016 audit fee adjustment and new contract 2017-2019.
  - b. COLA-Consider annual COLA adjustment.
7. Adjourn

A Regular meeting of the Harmony City Council was called to order by Mayor Steve Donney at 7:00 PM. Present were Mayor Donney, Councilpersons Kyle Morem, Steve Sagen, Debbie Swenson, and Lynn Mensink; Attorney Richard Nethercut, Administrator Jerome Illg, Chris Johnson, Melissa VanderPlas, Hannah Wingert, Tony Severson, Greg Skaug, Jeff Holmquist, Jay Nieson.

OPEN FORUM: No one appeared.

CONSENT AGENDA:

Motion by Mensink and seconded by Swenson to approve the Consent Agenda which consisted of the Minutes to the November 15, 2016 Council Meeting, the Claims, the Administrator's Report, the Financial Report, Cash in CD #43603 to the General Fund, approving an internal bank transfer for state fire aid \$17,327.15 and city contribution of \$7,500 to fire relief association. All present voting yes. Motion carried.

ODD/EVEN PARKING:

Administrator Illg mentioned David Larson requested placement on the agenda to discuss odd/even parking given that he only has parking available on one side of 1<sup>st</sup> Ave SW south of 5<sup>th</sup> St SW where he lives. He did not attend the council meeting. The council reviewed the ordinance and did not change the ordinance.

GARBAGE/RECYCLING RFP:

The council reviewed the Garbage and Recycling RFP results. Discussion occurred on the various options regarding cart service versus the current bag service. Discussion occurred regarding the prices being submitted for residential service and commercial service being tied together. The council felt that they should not be tied together and viewed independently. Motion by Morem and seconded by Sagen to approve 5 year contract (starting April 2017) with WasteManagement for Residential Service for bags and bins (same as current contract). All present voting yes. Motion carried. Motion by Donney, seconded by Swenson to approve WasteManagement and S&S Sanitation to approve for commercial service. All present voting yes. Motion carried.

BUILDING AND MAINTENANCE REPORT:

Administrator Illg mentioned that Terry's pickup currently has a number of maintenance items. State bids were gathered. The council reviewed 4 different bids with options. Motion by Donney, seconded by Sagen to approve state bid of Chev Double Cab with 6' box of \$26,635.55 with funds from capital equipment fund and sell current truck "as-is" on seal bid. All present voting yes. Motion carried. Chris Johnson discussed the dechlorination equipment that was installed. He is working with Todd Arlander from Stantec on the adjustments with the equipment.

EDA REPORT:

Reviewing the Logo's from the Logo Contest.  
Chamber Report with recent activities.

Motion by Morem, seconded by Mensink to approve revolving loan of \$25,000 at 3.5% for 7 years for a purchase of existing equipment and inventory from a small gas engine business with building renovations to a vacant building. All present voting yes. Motion carried.

**PARK BOARD:**

No report, since did not meet in December.

**LIBRARY BOARD:**

They had approximately 150 people for their 100 year anniversary at the library.

They are continuing to look at options for the patio at the library.

They discuss the value that a library has to the community based upon the circulation.

**ARTS BOARD:**

Discuss Wilt/Clodfelter concert.

Donated \$1,400 to Monster Bash project.

There is a Christmas and Canvas Painting project on December 16<sup>th</sup> as a fundraiser for Monster Bash.

They sponsored a Musical Artist in Residence for the school project.

**BUDGET:**

Administrator Illg presented the 2017 budget.

RESOLUTION 16-06 WAS PRESENTED: A RESOLUTION CERTIFYING THE PROPOSED PROPERTY TAX LEVY TO THE COUNTY AUDITOR FOR 2016 TAXES PAYABLE IN 2017. Motion to adopt the Resolution by Donney and seconded by Swenson with the general fund amount \$177,400 and total at \$590,000 for all levied funds.

Voting for the Resolution was: Swenson, Morem, Mensink, Sagen and Donney

Voting against the Resolution was: No One

Abstained from Voting was: No One

Absent from Voting was: No One

The motion passed and resolution was adopted.

Administrator Illg mentioned that based upon the presented expenditure budget, that with the approved levy that we will be funding expenditures from general fund reserves. He cautioned doing that because it can be harmful in the future.

Discussion occurred regarding trimming boulevard trees if they are obstructing snow removal and street equipment.

Volunteer ambulance and firemen were thanked for their service.

Upon no further business, Mayor Donney adjourned the meeting.

Mayor Steve Donney

Jerome Illg, City Administrator



# CITY OF HARMONY

## City Council Claims for Review

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 101 General Fund					
General Fund		Union Central Pension Fund	CENTRAL PENSION FUND	Union pension contribution	\$160.00
General Fund		Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union Insurance-Chris/Brian	\$2,220.00
General Fund		Union Dues	IUOE LOCAL #49	Union dues Chris/Brian	\$68.00
General Fund		NCPERS Insurance	NCPERS GROUP LIFE INS	511800	\$48.00
General Fund		NCPERS Insurance	NCPERS GROUP LIFE INS	511800	\$48.00
General Fund		Life Insurance	USABLE LIFE	101421301G	\$75.40
General Fund	Administration	General Operating Supplies	1 SOURCE	office supplies/W2s, 1099s	\$230.97
General Fund	Administration	General Operating Supplies	1 SOURCE	calendar refill	\$8.39
General Fund	Administration	General Operating Supplies	1 SOURCE	office paper	\$12.78
General Fund	Administration	Postage	ADVANCED BUSINESS SYSTEMS, INC	postage machine ink cartridge	\$116.75
General Fund	Administration	Repair/Maint Office Equipment	METRO SALES	copier lease agreement	\$302.46
General Fund	Civil Defense	Telephone	HARMONY TELEPHONE COMPANY	Sirens/DSL Phone	\$87.17
General Fund	Community Center	Building Repair Materials	KINGSLEY MERCANTILE	door openers	\$72.98
General Fund	Community Center	Cleaning Supplies	DALCO	bathroom supply	\$167.78
General Fund	Community Center	Cleaning Supplies	HARMONY FOODS	distilled water/toilet paper	\$12.58
General Fund	Community Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Comm Ctr	\$2,637.28
General Fund	Community Center	Gas Utilities	MINNESOTA ENERGY	Comm Ctr-monthly gas service	\$229.37
General Fund	Community Center	General Operating Supplies	HARMONY FOODS	Comm Ctr tree	\$34.00
General Fund	Community Center	General Operating Supplies	KINGSLEY MERCANTILE	Christmas lights, screwdriver, gloves	\$62.09
General Fund	Community Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Terry pickup	\$27.45
General Fund	Community Center	Repair/Maint Other Equipment	KINGSLEY MERCANTILE	control boards for PTEC units	\$179.80
General Fund	Community Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Comm Ctr	\$56.75
General Fund	Community Center	Telephone	HARMONY TELEPHONE COMPANY	Admin Phone/DSL	\$214.81
General Fund	Community Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Comm Ctr	\$35.26
General Fund	Community Events	Program Services	DOWE, BETTY	Rolls for Coffee Hour	\$46.39
General Fund	Financial Administration	Postage	ADVANCED BUSINESS SYSTEMS, INC	postage ink cartridge	\$116.75
General Fund	Ice & Snow Removal	Contractual Services	BRUENING ROCK PRODUCTS, INC	snow removal	\$1,150.00
General Fund	Ice & Snow Removal	Contractual Services	BRUENING ROCK PRODUCTS, INC	snow removal	\$215.00
General Fund	Ice & Snow Removal	Contractual Services	BRUENING ROCK PRODUCTS, INC	snow removal 12/17	\$790.00
General Fund	Ice & Snow Removal	Contractual Services	BRUENING ROCK PRODUCTS, INC	snow removal 12/19	\$305.00
General Fund	Ice & Snow Removal	Equipment Parts	S & S AUTOMOTIVE	Truck tire chains	\$154.76
General Fund	Ice & Snow Removal	Equipment Parts	S & S AUTOMOTIVE	Truck tire chains	\$154.76
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	KWIK TRIP,INC	diesel-Skid Loader/tractor	\$86.38
General Fund	Ice & Snow Removal	Repair/Maint Machinery/Equip	SOLBERG WELDING	repair skids for skidloader blower	\$76.49
General Fund	Ice & Snow Removal	Repair/Maint Vehicles	HAMMELL EQUIPMENT	Change oil and fuel filter	\$501.53
General Fund	Legal Services	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	legal services Dec	\$232.00

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
General Fund	Personnel Administration	General Operating Supplies	CULLIGAN	Wellness program	\$31.90
General Fund	Police Department	Contractual Services	FILLMORE COUNTY SHERIFF	3rd Qtr sheriff contract	\$22,789.89
General Fund	Police Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Squad	\$245.12
General Fund	Police Department	Other Equipment	FILLMORE COUNTY SHERIFF	In Squad Computer	\$7,235.64
General Fund	Police Department	Telephone	HARMONY TELEPHONE COMPANY	Police Phone	\$40.23
General Fund	Public Works Buildings	Cleaning Supplies	HARMONY FOODS	distilled water/detergent/bleach	\$15.21
General Fund	Public Works Buildings	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-shop	\$148.35
General Fund	Public Works Buildings	Gas Utilities	MINNESOTA ENERGY	Shop-monthly gas service	\$270.48
General Fund	Public Works Buildings	General Operating Supplies	HAMMELL EQUIPMENT	Cap Screws	\$6.00
General Fund	Public Works Buildings	General Operating Supplies	KINGSLEY MERCANTILE	Propane tank, gas, batteries	\$87.56
General Fund	Public Works Buildings	General Operating Supplies	MISSISSIPPI WELDERS SUPPLY CO	oxygen clinders	\$15.50
General Fund	Public Works Buildings	General Operating Supplies	SOLBERG WELDING	washers and pipe	\$13.86
General Fund	Public Works Buildings	Water Utilities	HARMONY PUBLIC UTILITIES	water-shop	\$15.73
General Fund	Streets	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Chris truck	\$31.83
General Fund	Visitor Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Vis Ctr	\$142.98
General Fund	Visitor Center	Gas Utilities	MINNESOTA ENERGY	Vis Ctr-monthly gas service	\$364.42
General Fund	Visitor Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Terry pickup	\$27.44
General Fund	Visitor Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Vis Ctr	\$23.23
General Fund	Visitor Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Vis Ctr	\$14.02
Fund 101 General Fund					\$42,456.52
Fund 201 DTED Revolving Loan Program					
DTED Revolving Loan Pr	Loan Programs	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	legal services Dec	\$283.50
Fund 201 DTED Revolving Loan Program					\$283.50
Fund 211 Library Fund					
Library Fund	Library	Media-Books	BAKER & TAYLOR	book	\$15.36
Library Fund	Library	Media-Books	BAKER & TAYLOR	books	\$308.28
Library Fund	Library	Media-Books	GALE GROUP	books	\$62.38
Library Fund	Library	Media-Books	JUNIOR LIBRARY GUILD	books	\$367.20
Library Fund	Library	Media-Periodicals	ROCHESTER POST-BULLETIN	annual Post Bulletin subscription	\$159.12
Library Fund	Library	Media-Video	ELAN FINANCIAL SERVICES	Amazon	\$113.62
Library Fund	Library	Media-Video	VAN HORN PUBLIC LIBRARY	dvd	\$15.00
Library Fund	Library	Motor Fuels/Lubricants	KWIK TRIP,INC	van-gas	\$17.81
Library Fund	Library	Office Accessories	QUILL CORPORATION	tape/sharpies	\$166.75
Library Fund	Library	Postage	SOUTHEASTERN LIBRARIES COOP	postage on mailers	\$21.16
Library Fund	Library	Printed Forms	SOUTHEASTERN LIBRARIES COOP	mailers	\$13.90
Library Fund	Library	Program Supplies	HIMLIE, KAY	workshop supplies	\$17.92

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Library Fund	Library	Program Supplies	SOUTHEASTERN LIBRARIES COOP	winter reading supplies	\$300.00
Library Fund	Library	Repair/Maint Office Equipment	METRO SALES	copier maintenance	\$418.36
Library Fund	Library	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	mailers & basic servies	\$577.36
Library Fund	Library	Telephone	HARMONY TELEPHONE COMPANY	Library Phone	\$47.29
Fund 211 Library Fund					\$2,621.51
Fund 222 Fire Fund					
Fire Fund	Fire Department	General Operating Supplies	KINGSLEY MERCANTILE	Christmas lights and wreath	\$74.89
Fire Fund	Fire Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas/diesel	\$34.88
Fire Fund	Fire Stations and Bldgs	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Firehall	\$302.00
Fire Fund	Fire Stations and Bldgs	Gas Utilities	MINNESOTA ENERGY	Firehall-monthly gas service	\$259.12
Fire Fund	Fire Stations and Bldgs	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Firehall	\$21.50
Fire Fund	Fire Stations and Bldgs	Telephone	HARMONY TELEPHONE COMPANY	Fire Phone	\$41.52
Fire Fund	Fire Stations and Bldgs	Water Utilities	HARMONY PUBLIC UTILITIES	water-Firehall	\$12.93
Fund 222 Fire Fund					\$746.84
Fund 223 Ambulance Fund					
Ambulance Fund	Ambulance Service	Medical and Dental Fees	TRI STATE AMBULANCE SERVICE	Intercept chgs GH	\$250.00
Ambulance Fund	Ambulance Service	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	medical oxygen	\$34.01
Ambulance Fund	Ambulance Service	Motor Fuels/Lubricants	KWIK TRIP,INC	diesel-Amb	\$281.18
Ambulance Fund	Ambulance Service	Motor Vehicles	NINETY FOUR SERVICES, INC	2017 Lifeline Ambulance	\$117,554.00
Ambulance Fund	Ambulance Service	Taxes, Licenses & Permits	DONNEY, STEVE	reimbursed for NR licensure	\$15.00
Fund 223 Ambulance Fund					\$118,134.19
Fund 251 Park Fund					
Park Fund	Parks	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Parks	\$177.36
Park Fund	Parks	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-mower	\$21.50
Fund 251 Park Fund					\$198.86
Fund 261 Arts Fund					
Arts Fund	Arts	Taxes, Licenses & Permits	ASCAP	copyright licensure 2017	\$341.00
Fund 261 Arts Fund					\$341.00
Fund 601 Water Fund					
Water Fund	Water Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-pumphouses	\$1,399.20
Water Fund	Water Utility Operation	Gas Utilities	MINNESOTA ENERGY	pumphouses-monthly gas service	\$81.09
Water Fund	Water Utility Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Water Testing Lab Fees	\$40.00
Water Fund	Water Utility Operation	Telephone	HARMONY TELEPHONE COMPANY	Wellhouse Dialer Phone	\$0.00
Fund 601 Water Fund					\$1,520.29

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## City Council Claims for Review

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 602 Sewer Fund					
Sewer Fund	Sewer Administration	Office Accessories	1 SOURCE	2 toner cartridges	\$163.70
Sewer Fund	Sewer Operation	Building Repair Materials	USA BLUEBOOK	PVC piping	\$363.04
Sewer Fund	Sewer Operation	Chemicals and Chem Products	USA BLUEBOOK	hydrochloric Acic	\$214.77
Sewer Fund	Sewer Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-WWTP/Lifts	\$1,368.92
Sewer Fund	Sewer Operation	Gas Utilities	MINNESOTA ENERGY	WWTP-monthly service	\$130.96
Sewer Fund	Sewer Operation	General Operating Supplies	KINGSLEY MERCANTILE	PVC pipe and materials	\$101.60
Sewer Fund	Sewer Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Wastewater Testing Lab Fees	\$812.40
Sewer Fund	Sewer Operation	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas Chris truck	\$31.83
Sewer Fund	Sewer Operation	Repair/Maint Other Improve	ROCHESTER PLUMBING & HEATING	jet plugged main-tree roots	\$720.00
Sewer Fund	Sewer Operation	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-WWTP	\$1,625.98
Sewer Fund	Sewer Operation	Telephone	HARMONY TELEPHONE COMPANY	Lift Stations Dialer/DSL Phone	\$141.20
Sewer Fund	Sewer Operation	Utility Maint Materials	TEAM LABORATORY CHEM. CORP.	degreaser/mega bugs	\$2,451.00
Sewer Fund	Sewer Operation	Water Utilities	HARMONY PUBLIC UTILITIES	water-WWTP	\$1,029.10
Fund 602 Sewer Fund					\$9,154.50
Fund 604 Electric Fund					
Electric Fund		Utility Deposits	UTILITY DEPOSIT REFUND	Deposit refunded D Fischer	\$150.00
Electric Fund		Street Lights	MOREM ELECTRIC, INC	6 LED Retrofit Kits for Decorative Street Li	\$8,700.00
Electric Fund	Electric Utility Operation	Electric Power for Resale	TRI COUNTY ELECTRIC	Power for Resale	\$77,312.53
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-streetlights	\$1,573.53
Electric Fund	Electric Utility Operation	General Operating Supplies	1 SOURCE	Receipt books	\$17.56
Electric Fund	Electric Utility Operation	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Brian truck	\$87.40
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	locate/no locate	\$1.35
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	Repair Street lights Hwy 52	\$240.00
Electric Fund	Electric UtilityAdministratio	Deposit Interst Paid	UTILITY DEPOSIT REFUND	Int on deposit D Fischer	\$0.15
Electric Fund	Electric UtilityAdministratio	Taxes, Licenses & Permits	MN DEPT OF COMMERCE	3rd Qtr assessment	\$211.50
Fund 604 Electric Fund					\$88,294.02
Fund 620 Economic Development Authority					
Economic Development	Economic Development	Planning & Development Fees	CEDA	1st Qtr EDA support	\$7,138.50
Economic Development	Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA Phone	\$23.28
Fund 620 Economic Development Authority					\$7,161.78
					\$270,913.01

# **ADMINISTRATOR'S REPORT**

## **For the Period from December 13, 2016 to January 10, 2017**

### ADMINISTRATION

Submitted budget/levy information to county and state.

Begun pay equity reporting.

Preparing for annual audit.

Handling annual year-end reporting.

Sent past due fire call invoices to customers. May need to review process for collecting non-payment of fire calls.

### UTILITY/BUILDING COMMITTEE

Surveying is complete for 2017 road project. Engineer is working on design.

Discussed ordering tractor.

Discussed furnaces at the library.

MNDOT will be doing a mill and overlay on TH139 from Hwy 52 to State Line in 2017. They will also be replacing some sidewalks along TH139 to make them ADA compliant. There may be some right-of-way adjustments downtown. We need to approve cost share agreement which is enclosed for approval.

Put specs together for contractors to bid for doors/windows at Visitor Center.

Generators have been installed for lift stations. Materials have been ordered to complete transfer switch and connections for our existing trailer generator at the community center as part of this USDA grant project.

### WELL

Finalized project closeout for Well project with PFA. Have received PFA funds.

Dealt with well controller issues. Possible roof at WWTP leaking water on transformers. Roof will be inspected in the spring.

### WASTEWATER

Dechlorination equipment has been installed. Some additional equipment was ordered and installed for adjustments that we need to make for dechlor tablets.

**City of Harmony**  
**Cash Balance Report**  
**November 2015 and November 2016**

<b>Fund Description</b>	<b>November-15</b>	<b>November-16</b>
General Fund	558,964.81	728,763.51
Revolving Loan Fund	105,970.53	32,093.19
Commercial Rehab Fund	5,370.22	(13,369.75)
Library Fund	(30,491.41)	(27,512.42)
Fire Fund	53,702.10	(21,646.63)
Ambulance Fund	171,394.64	159,140.09
Park Fund	31,980.36	28,426.58
Arts Fund	4,935.99	2,107.08
GO Improvement 2010A-3rd St SW	27,495.39	33,088.99
GO Tax Abatement 2013A-Comm Cntr	(17,443.28)	(13,835.69)
GO Improvement 2013B-Heritage Grove	5,045.60	5,872.11
GO Improvement 2014A-1st Ave SW	122,087.04	131,197.94
Capital Projects Fund	530,863.14	537,718.03
TIF District #5-Antique Mall	6,005.45	6,054.17
TIF District #6-HECO	339.41	2,677.57
First Ave SW Project	31,027.20	-
Well No. 3 Project	(210,760.35)	-
Water Fund	106,322.43	(405,389.41)
Sewer Fund	219,789.46	(160,498.52)
Solid Waste Fund	(4,683.77)	(6,439.63)
Electric Fund	643,081.07	696,314.84
Storm Water Fund	2,172.65	4,765.14
Economic Development Fund	41,085.02	34,765.55
Total	<u>2,404,253.70</u>	<u>1,754,292.74</u>

Resolution No. 17-01

**A RESOLUTION MAKING APPOINTMENTS TO CERTAIN POSTS AND OFFICES  
OF THE CITY OF HARMONY FOR THE YEAR 2017**

BE IT HEREBY RESOLVED, that the persons and firms named on the attached Appendix A be and are hereby appointed to their respective posts or offices for the City of Harmony, Fillmore County, Minnesota, for the term of one year (unless otherwise stated in said Exhibit A) beginning January 1, 2017.

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

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

Motion carried and resolution adopted this 10<sup>th</sup> day of January 2017.

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

ATTEST:

\_\_\_\_\_  
Jerome Illg, City Administrator

## Exhibit A

### CITY OF HARMONY 2017 APPOINTMENTS (1 year term unless otherwise noted)

Position	Held In 2016	Appointed For 2017
Mayor Pro-Tem .....	Swenson .....	Swenson
Street & Utilities Committee .....	Morem, Sagen .....	Morem, Sagen
Personnel Committee .....	Swenson, Sagen .....	Swenson, Sagen
Building Committee .....	Morem, Sagen .....	Morem, Sagen
Budget Committee .....	Donney, Sagen .....	Donney, Sagen
EDA Board .....	Debbie Swenson .....	Debbie Swenson (12/31/22)
Planning Commission .....	Miles Petree .....	Miles Petree (12/31/20)
(5 members, 4 year terms) .....	Debbie Swenson .....	Debbie Swenson (12/31/20)
Park Board .....	Kyle Morem .....	Kyle Morem (12/31/19)
(5 members, 3 year terms) .....	Miles Petree .....	Miles Petree (12/31/19)
Arts Board .....	Bailey Soma .....	Bailey Soma (12/31/19)
(7 members, 3 year terms) .....	Sue Hahn .....	Sue Hahn (12/31/19)
.....	Student Vacant .....	.....
Library Board .....	MaryAnn Johnson .....	MaryAnn Johnson (12/31/19)
(7 members, 3 year terms) .....	RaeAnn Ryan .....	Joan Michel (12/31/19)
Fire Relief Board .....	Steve Sagen .....	Steve Sagen
City Attorney .....	Richard Nethercut .....	Nethercut Schieber Attorneys
City Assessor .....	Fillmore County .....	Fillmore County
Official Newspaper .....	News Leader .....	News Leader
Official Depository .....	First Southeast Bank .....	First Southeast Bank
.....	MN Money Market Fund .....	MN Money Market Fund
Approved Signatories .....	Steve Donney .....	Steve Donney
.....	Debbie Swenson .....	Debbie Swenson
.....	Jerome Illg .....	Jerome Illg
.....	Eileen Schansberg .....	Eileen Schansberg



Current Ordinance:

**§71.05 ODD/EVEN PARKING ON ALL STREETS FROM NOVEMBER TO APRIL**

From November 1 until April 1 of each year, between 2:00 a.m. and noon each day, no vehicle or personal property shall be parked or left on the even numbered side of any City Street on even numbered days, and no vehicle or personal property shall be parked or left on the odd numbered side of any City Street on odd numbered days.

Penalty, see §10.99

Possible Ordinance 1/10/17:

**§71.05 ODD/EVEN PARKING ON ALL STREETS FROM NOVEMBER TO APRIL**

From November 1 until April 1 of each year, starting at 2:00 am until the street is plowed to full width, no vehicle or personal property shall be parked or left on the even numbered side of any City Street on even numbered days, and no vehicle or personal property shall be parked or left on the odd numbered side of any City Street on odd numbered days.

Penalty, see §10.99

## HARMONY Historical Signage Project

The **Harmony Area Historical Society (HAHS)** with the **Harmony Area Community Foundation (HACF)** is working on a project to develop & install historical signage in the downtown area showcasing Harmony's history and historical sites.

This historical project will support Harmony's vision of community vitality by providing community pride for our residents and also will provide another tourist activity. The plans include development of a walking tour and brochure.

This project was stimulated by an opportunity for a **Southern Minnesota Initiative Foundation (SMIF)** Community Collaboration Grant (\$10,000); a one year opportunity celebrating their 30 year anniversary. Part of the grant application is that this project be a "collaborative" effort with other community organizations. HAHS will be working with the City, local organizations and businesses to accomplish this goal.

The project will be carried out predominately by **HAHS** members with assistance as necessary from **HACF** and various community members. Presently, **HAHS** is accumulating historical data to be used for signage and has contacted various signage companies for quotes. A great resource for this project is the "Let's Have Harmony" book written for Harmony's centennial in 1996. Both **HAHS** and the **HACF** members have been involved in decision-making process and have contacted various community members for their possible involvement as well.

The time line for the grant/project include:

- application deadline January 15, 2017
- grant awards by February 15, 2017
- project completion & reports by September 1, 2017

The current plan is defined with up to 6 - 2' x 3' sloped signs at Main Avenue locations and 1-2 larger signs at the main entrance to the Visitor Center. The smaller signs would showcase the history of the town as visualized from that specific location. The larger signs would include general history of Harmony and highlight specific areas of interest. The design is based on historical signage currently installed in Decorah, IA. The final number of signs and exact locations have not been finalized. Ideally, the Maine Avenue signs would be mounted on the sidewalk areas next to the curbs between the Hwy 52 intersection and just south of Center Street; some examples of the signage are shown on the attached page.

The size of this project is somewhat limited by the current grant funds and project completion date requirement. Initial estimates indicate the cost could easily exceed the proposed **SMIF** grant amount and may require some additional funding sources. Other signage and topics have been discussed (schools, churches, businesses, etc.) but would need to be defined and additional funding to support.

## MONY Historical Signage Project

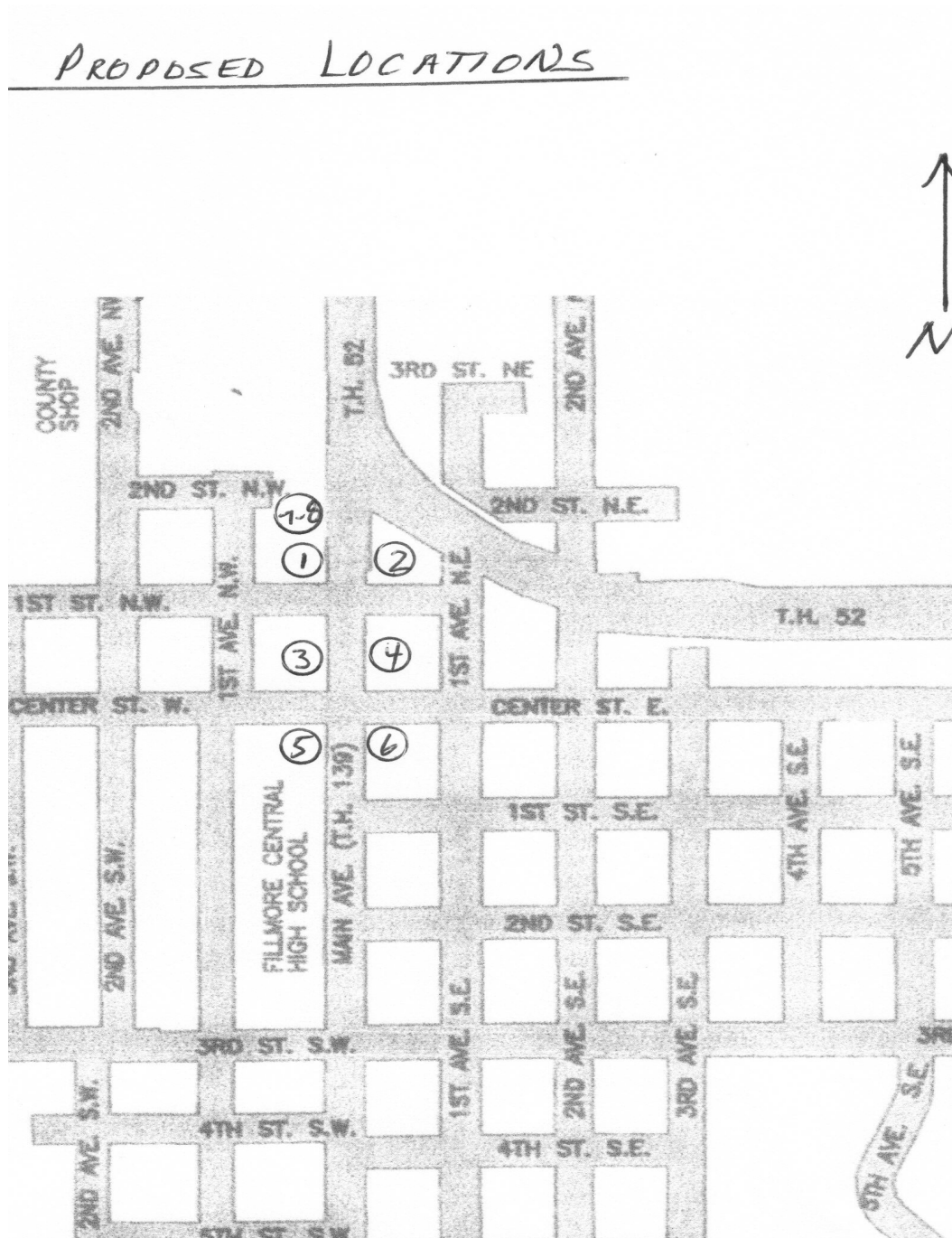
Examples of Decorah signage; sidewalk & grass mountings:



Examples of potential layouts for Harmony signage:



## HARMONY Historical Signage Project







**Minnesota Department of Transportation**

District 6 Rochester  
2900 48<sup>th</sup> St NW  
Rochester, MN 55901

507-286-7511

rhonda.prestegard@state.mn.us

December 9, 2016

Mr. Jerome Illg  
Harmony City Administrator  
P.O. Box 488  
Harmony, MN 55939

RE: Proposed Cooperative Construction Agreement No. 1026550  
City of Harmony  
S.P. 2316-16 (T.H. 139)  
Fed. Proj. STPF 2318 (004)/State Funds  
City cost of T.H. 139 construction

Dear Mr. Illg:

Transmitted herewith in duplicate is a proposed agreement with the City of Harmony. This agreement provides for payment to the State of the City's share of the costs of the utility adjustments and pedestrian crosswalk construction to be performed on T.H. 139 within the corporate City limits.

Kindly present this agreement to the City Council for their approval and execution that includes original signatures of the City Council authorized City officers on two originals of the agreement. Also required are two originals of a resolution passed by the City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

Please return the executed agreements and resolutions to me at your earliest convenience. A copy will be returned to the City when it has been fully executed by the State. Feel free to contact me if you have any questions with the Agreement.

Sincerely,

Rhonda Prestegard  
MnDOT D6 – Agreements Coordinator

Enclosures

cc: Maryanne Kelly-Sonnek      Dana Myers      Kjersti Anderson      Gary Lovelace  
File



**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
CITY OF HARMONY  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number (S.P.):</b>	<b>2316-16</b>	<b>Estimated Amount Receivable</b>
<b>Trunk Highway Number (T.H.):</b>	<b>139=079</b>	<b><u>\$16,787.52</u></b>
<b>Federal Project Number:</b>	<b>STPF 2318 (004)</b>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Harmony acting through its City Council ("City").

**Recitals**

1. The State will perform bituminous mill and overlay, ADA improvements, and culvert construction and other associated construction upon, along and adjacent to Trunk Highway No. 139 from Trunk Highway No. 52 in Harmony to the Iowa/Minnesota State line according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 2316-16 (T.H. 139=079) ("Project"); and
2. The City has requested the State include in its Project pedestrian crosswalk construction; and
3. The City wishes to participate in the costs of the pedestrian crosswalk construction and associated construction engineering; and
4. The State has identified several City owned utilities in State Right-of-Way that will need to be adjusted and or relocated as part of said Project. The City has agreed to participate in the costs of these utility adjustments and associated construction engineering; and
5. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
6. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 2316-16 (T.H. 139=079) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Administrator and incorporated into this Agreement by reference.

## 2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. **Direction, Supervision and Inspection of Construction.**

- A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. **Plan Changes, Additional Construction, Etc.**

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

- 2.5. **Replacement of Castings.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

## 3. Maintenance by the City.

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.

- 3.2. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.3. **Sidewalk and Pedestrian Crosswalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition. The City will be responsible for all maintenance and striping of the crosswalks located at the north line of Center Street and the south line of 1<sup>st</sup> Street NW and 1<sup>st</sup> Street NE.
- 3.4. **Additional Drainage.** Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Rochester and is incorporated into this Agreement by reference.

#### 4. Basis of City Cost

- 4.1. **SCHEDULE "I".** The Preliminary Schedule "I" includes all anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. **City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, field laboratory and traffic control.
  - A. 100 Percent will be the City's rate of cost participation in all of the crosswalk striping and utility adjustment construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- 4.3. **Construction Engineering Costs.** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 4.4. **Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.  
  
The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.
- 4.5. **Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

#### 5. City Cost and Payment by the City

- 5.1. **City Cost.** \$16,787.52 is the City's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this agreement.



**5.2. *Conditions of Payment.*** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions and dates have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds on or after July, 1 2017.

**5.3. *Acceptance of the City's Cost and Completed Construction.*** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the City as to the satisfactory completion of the contract construction.

**5.4. *Final Payment by the City.*** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## **6. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**6.1.** The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 E-Mail: maryanne.kellysonnek@state.mn.us

**6.2.** The City's Authorized Representative will be:

Name/Title: Jerome Illg, City Administrator (or successor)  
 Address: P.O. Box 488, Harmony, MN 55939  
 Telephone: (507) 886-8122  
 E-Mail: cityoffice@harmony.mn.us

## **7. Assignment; Amendments; Waiver; Contract Complete**

**7.1. *Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**7.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**7.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**7.4. *Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **8. Liability; Worker Compensation Claims**

**8.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.

**8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

## **9. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

## **10. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

## **11. Government Data Practices**

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

## **12. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **13. Termination; Suspension**

**13.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**13.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

**13.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

## **14. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

**CITY OF HARMONY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

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

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With delegated authority)

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

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

MK-5

**PRELIMINARY SCHEDULE "I"**

**Agreement No. 1026550**

**CITY OF HARMONY**

S.P. 2316-16 (T.H. 139=079)

Preliminary: December 1, 2016

Fed. Proj. No. STPF 2318(004)

Bituminous mill and overlay, ADA improvements, and culvert work construction to start approximately July 1, 2017 under  
State Contract No. \_\_\_\_\_ with \_\_\_\_\_  
located on Trunk Highway No. 139 from Trunk Highway No. 52 in Harmony to the Iowa/Minnesota State line

<b>CITY COST PARTICIPATION</b>	
Crosswalk Striping and Utility Adjustments	15,544.00
Subtotal	\$15,544.00
Construction Engineering (8%)	1,243.52
(1) Total City Cost	<b>\$16,787.52</b>

(1) Amount of advance payment as described in Article 5.2.B of the Agreement (estimated amount)

1026550

Data is considered Non-public prior to project award.

## CITY OF HARMONY

### RESOLUTION

IT IS RESOLVED that the City of Harmony enter into MnDOT Agreement No. 1026550 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the utility adjustment and pedestrian crosswalk construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 52 in Harmony to the Iowa/Minnesota State line within the corporate City limits under State Project No. 2316-16 (T.H. 139=079).

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_ are  
(Title)  
authorized to execute the Agreement and any amendments to the Agreement.

### CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Harmony at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

NOTARY  
STAMP

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

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

RESOLUTION NO: 17-02

**A RESOLUTION TO ESTABLISH RIGHT OF WAY**

WHEREAS, The City of Harmony owns real property described in the attached Exhibit A; and

WHEREAS, The City finds that this property is needed for a public right of way; and

WHEREAS, The City finds that dedication of the property as a right of way is consistent with Harmony Ordinances and Plans.

NOW, THEREFORE, the City of Harmony resolves as follows:

1. That the real property described in the attached Exhibit A is hereby dedicated forever to the public as a road and utility right of way.

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

Voting for the Resolution:

Voting Against the Resolution:

Abstained from Voting:

Absent:

Motion carried and resolution adopted this 10<sup>th</sup> day of January 2017.

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

ATTEST:

\_\_\_\_\_  
Jerome Illg, Administrator

All the tract or parcel of land lying and being in the County of Fillmore and State of Minnesota described as follows, to wit:

Commencing at the Southwest Corner of Lot One (1) of Maland Brother's Addition to the Village of Harmony, Minnesota, as per the recorded plat thereof, thence North 9 feet, thence East 120 feet, thence South 9 feet, thence West 120 feet to the place of beginning.

*The above description is per Document Number 174977 recorded November 5<sup>th</sup>, 1962.*

EXHIBIT A





**STATE OF MINNESOTA  
DEPARTMENT OF REVENUE**

## CONVEYANCE OF FORFEITED LANDS

Issued Pursuant to Minnesota Statutes, Sections 282.01 to 282.12 inclusive.

THIS INDENTURE, Made this 23rd day of March, 1990, between the State of Minnesota, as party of the first part, and \_\_\_\_\_

City of Harmony,  
of the County of \_\_\_\_\_ and State of \_\_\_\_\_, party of the second part,  
WITNESSETH:

**WHEREAS, the land hereinafter described, having been duly forfeited to the State of Minnesota for the nonpayment of taxes, was sold under the provisions of Minnesota Statutes, Sections 282.01 to 282.12, inclusive, to the party of the second part, and,**

WHEREAS, the said party of the second part has paid in full the purchase price of said land and has otherwise fully complied with the conditions of said sale and is entitled to an appropriate conveyance thereof.

NOW, THEREFORE, the State of Minnesota, pursuant to said statutes, and in consideration of the premises, does hereby grant, bargain, sell and convey unto the said party of the second part its successors ~~and~~ and assigns, Forever, the following described land lying and being in the County of Fillmore, and State of Minnesota, to-wit:

N 25 ft, S 34 ft, W 120 ft of Lot 1

Maland Brothers Addition

City of Harmony,

FILLMORE COUNTY DEED TAX  
No. 1017 Date DEC 20 1990  
\$16.50 Dollars Paid  
Shirley R. Burkholder  
County Treasurer  
By \_\_\_\_\_ Deputy

excepting and reserving to the said state, in trust for taxing districts concerned, all minerals and mineral rights, as provided by law.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, its successors ~~heirs~~ and assigns, Forever.

IN TESTIMONY WHEREOF, the State of Minnesota has caused this deed to be executed in its name in the City of St. Paul, County of Ramsey and State of Minnesota, the day and year first above written.

**In Presence of:**

Diene Rogge  
Patricia Zentgraf

STATE OF MINNESOTA

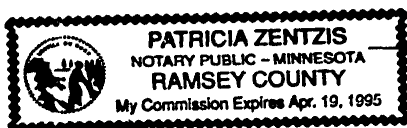
**JOHN P. JAMES**  
**Commissioner of Revenue**

**By:**

**STATE OF MINNESOTA            )**  
   **) ss.**  
**County of Ramsey              )**

On this 23rd day of March, 1990, before me personally appeared MICHAEL P. WANDMACHER, the duly appointed representative of the Commissioner of Revenue of the State of Minnesota, to me known to be the person who executed the foregoing conveyance in behalf of the State of Minnesota and acknowledged that he executed the same as the free act and deed of said state pursuant to the statutes in such case made and provided.

**This Instrument was Drafted by  
The Commissioner of Revenue  
State of Minnesota  
Department of Revenue  
St. Paul, Minnesota 55146**



238 DEEDS PAGE -- 1301

No. 773408

# STATE DEED

Issued pursuant to Minnesota Statutes,  
Sections 282.01 to 282.12, inclusive

## STATE OF MINNESOTA

A \$20 fee for this Deed must be charged  
against the Forfeited Tax Sale Fund.  
Minnesota Statutes, Section 282.09.

Taxes paid by sale and transfer entered  
this 30 day of July, 1980

By *Richard H. Thompson* County Auditor  
*Timothy J. ...* Deputy

Taxes for the year ..... on the  
within described lands paid this .....  
day of ....., 19.....

By *262041* County Treasurer  
..... Deputy

OFFICE OF THE CLERK OF DEEDS  
STATE OF MINNESOTA

County of *Willmar* ss.

I hereby certify that the within Deed  
was filed in this office for record on the  
30 day of July, 1980 A.D.  
1980, at 1:10 o'clock P.M. and  
was duly recorded in Book 338 of  
Deeds, on page 1301

By *Richard H. Thompson* County Auditor

## IMPORTANT

NOTICE TO BOTH AUDITOR AND  
PURCHASER: Check this deed carefully  
for errors before recording. Corrections  
should be made before that time.

Tax statements for the real property described  
in this instrument should be sent to:

Name: City of Harmony

Address: Harmony  
Minnesota 55939

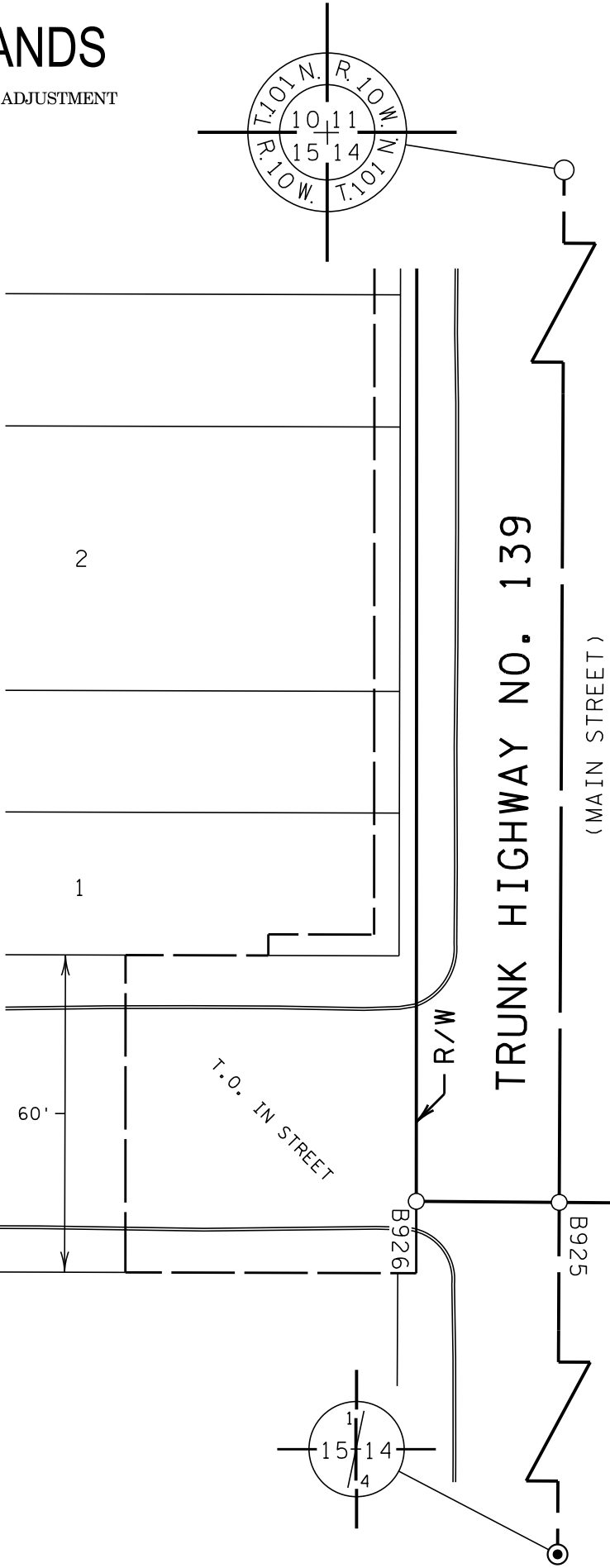
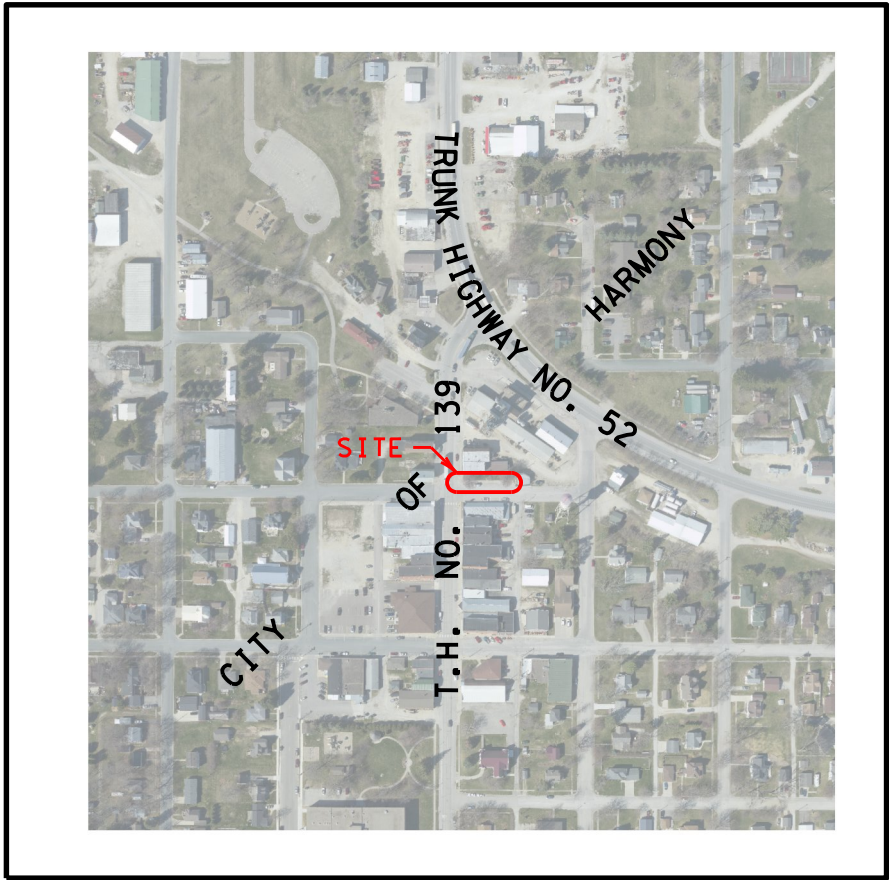
7 P.L. 10<sup>00</sup>



# SKETCH OF CITY OF HARMONY LANDS

BEARINGS BASED ON THE FILLMORE COUNTY COORDINATE SYSTEM, NAD83 1996 ADJUSTMENT  
MEASUREMENTS SHOWN IN FEET AND DECIMALS OF A FOOT

MnDOT District 6 Surveys Dept.  
2900 48TH STREET NW  
ROCHESTER, MN 55901  
PHONE: (507) 286-7500  
E-MAIL: Jordan.Kurth@state.mn.us

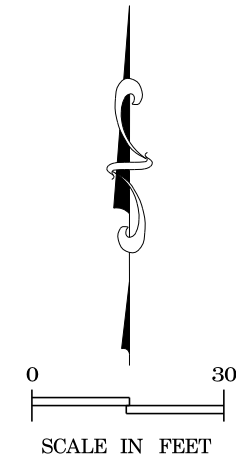
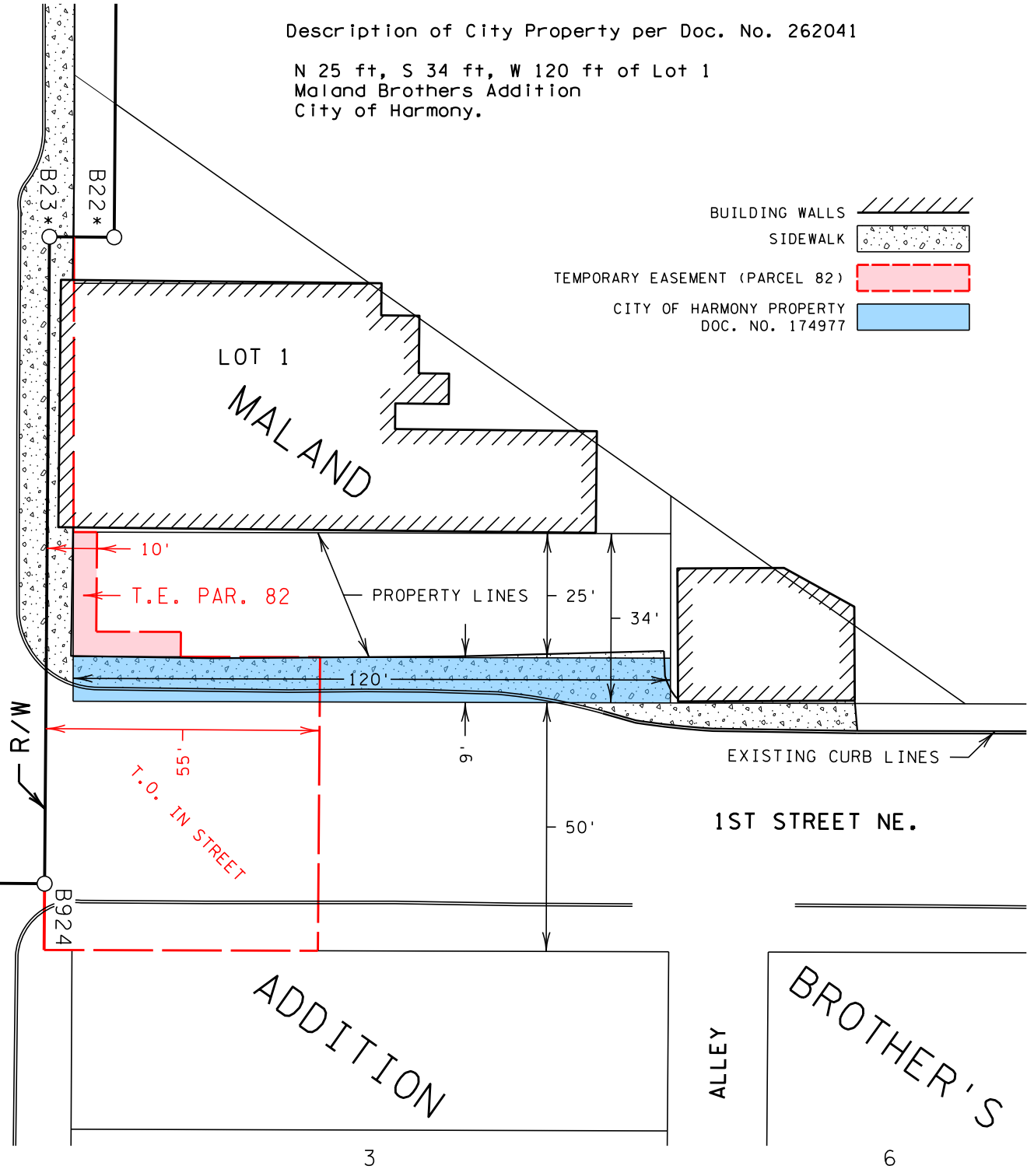


## Description of City Property per Doc. No. 174977

Commencing at the Southwest Corner of Lot One (1) of Maland Brother's Addition to the Village of Harmony, Minnesota, as per the recorded plat thereof, thence North 9 feet, thence East 120 feet, thence South 9 feet, thence West 120 feet to the place of beginning.

## Description of City Property per Doc. No. 262041

N 25 ft, S 34 ft, W 120 ft of Lot 1  
Maland Brothers Addition  
City of Harmony.



# MEMORANDUM

**DATE:** January 6, 2017  
**TO:** Mayor & Council Members  
**FROM:** Jerome Illg, City Administrator  
**RE:** Audit Fees

---

**Current:**

Our current auditors, Abdo, Eick, and Meyers submitted a 3 year proposal for audits (2014-2016). The fees in that proposal were as follows:

2014	\$16,255
2015	\$16,605
2016	\$17,230

I challenged the auditors if there was a way to reduce the audit fee, since I have historically done a thorough job of preparing the audit that makes it easy for them.

**Proposal:**

They have proposed the following for consideration:

Reduce the audit fee for 2016 by \$1,500 to \$15,730 with a 3 year contract (2017-2019). The 2017 audit fee would be the same as 2016, and 2018-2019 would be a 2.5% increase. Thus the fees would be as follows:

2016	\$15,730
New Contract	
2017	\$15,730
2018	\$16,123
2019	\$16,526

This new proposal would be contingent upon having everything thoroughly prepared similar to what I have done in the past, which should not be a problem.

The other option would be to do an RFP for 2017-2019 services, and not save the \$1,500 (for 2016), and not be assured of the audit fee (for 2017-2019).