

AGENDA
HARMONY CITY COUNCIL
Regular Meeting

July 11, 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. Planning and Zoning Board Appointment
 - g. Debt Payment
5. Reports
 - a. Harmony Historical Society
 - b. Hammel House Development
 - c. Personnel Committee
 - d. Building & Maintenance Report
 - e. EDA Board
 - f. Park Board
 - g. Library Board
 - h. Arts Board
6. Adjourn

**BACKGROUND INFORMATION
HARMONY CITY COUNCIL
REGULAR MEETING**

**July 11, 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 #43610.
 - f. Planning and Zoning Board Appointment-Approve Jim Strozyk to planning and zoning board for a term to expire on 12/31/17 for Harold Berge.
 - g. Debt Payment -Approve 2014A on 8/1/17 debt payment for internal transfer at First Southeast Bank of \$3,071.25 (interest). Approve 2013B on 8/1/17 debt payment for internal transfer at First Southeast Bank of \$4,207.50 (interest).
5. Reports
 - a. Harmony Historical Society-Mary Lou Zombory will be present to update the council on the historical signage project. Update on approval status with MNDOT.
 - b. Hammel House Development-Consider bids for project based engineer recommendation and developer approval. Approve Development Agreement.
 - c. Personnel Committee-Update.
 - d. Building & Maintenance Report-Water Main Looping.
 - e. EDA Board-Industrial Park Truck Parking
 - f. Park Board-Temporary Summer Employee
 - g. Library Board
 - h. Arts Board
6. Adjourn

JUNE 13, 2017

REGULAR MEETING

HARMONY CITY COUNCIL

A Regular Meeting of the Harmony City Council was called to order by Mayor Steve Donney at 7:00 PM. Present were Mayor Donney, Councilmembers Debbie Swenson, Lynn Mensink, Kyle Morem, and Steve Sagen; Attorney Greg Schieber, Administrator Jerome Illg, Keith McIntosh, Julie Lau, Hannah Wingert, Melissa VanderPlas and Eileen Schansberg.

PUBLIC FORUM:

No one appeared for Public Forum.

CONSENT AGENDA:

Administrator Illg requested that the Liquor License Renewals be considered during the business portion of the meeting rather than the consent agenda.

Motion by Swenson and seconded by Morem to approve the Consent Agenda which consisted of the Minutes to the May 9, 2017 meeting, the Claims, the Administrator's Report, the Financial Report, the Arts Board appointment of Colleen Dahle, cashing in CD #43609 to the General Fund, and approving the Conservation Club's Noise Permit and Temporary Liquor License for the 4th of July Celebration. All present voting yes. Motion carried.

LIQUOR LICENSE RENEWALS:

Administrator Illg expressed concern regarding the tardiness and completion of paperwork for the liquor license renewals. Some of the businesses didn't have their paperwork done or their taxes current or utilities current until the day of the council meeting. The renewal applications need to be sent to the sheriff's office for approval and then up to the state. Renewals were sent out on April 10 and were supposed to be returned by May 1.

A new policy was set by the Council that says renewal applications will be sent by the City to each Licensee by May 1st. All renewal paperwork including certificate of liquor liability insurance and taxes/utilities current are due back in the City Office by June 1st. If the completed renewal application with necessary documentation is not back in the City Office by June 1st, a penalty of \$150 will be charged for that application to be processed and the Licensee must appear at the June Council meeting. Motion by Donney to accept this new policy and seconded by Morem. All present voting yes. Motion carried.

Motion by Morem and seconded by Swenson to approve Liquor License Renewals for Wheelers, Harmony Gold Club and On the Crunchy Side pending proper paperwork. All present voting yes. Motion carried.

PLANNING & ZONING:

Hammel House Development:

A Recommendation from the Planning & Zoning Board to approve the Preliminary Plat for Hammel House Development Project for the Walnut Farms First Addition. Motion by Swenson and seconded by Morem to approve the preliminary plat for the development of 11 residential lots. All present voting yes.

Motion by Swenson and seconded by Mensink to re-zone the lots based on the preliminary plat for Walnut Farms First Addition from Agriculture to R-1. All present voting yes. Motion carried.

Renewable Energy:

Administrator Illg noted that the enclosed planning and zoning meeting minutes included items that are being considered for the development of a solar ordinance. The Planning and Zoning Board will be meeting on June 26th to hopefully finalize the ordinance for July council consideration.

2017 STREET PROJECT:

Change order #1 was presented to change the flow direction for the sanitary sewer and added water main along Fourth Street SW. Motion by Donney and seconded by Mensink to accept change order #1. All present voting yes. Motion carried

HAMMEL HOUSE-WALNUT FARMS:

Discussion held to extend utilities down to Lot 7 Block 2 to Garden Road. The cost will be reimbursed back by Hammell House less the \$120,000. The committee is finalizing a development agreement.

Motion by Swenson and seconded by Morem to approve putting plans and specifications for the Hammel House development out for bids. All present voting yes. Motion carried.

Discussion held on getting a quote to loop the water main down to the fire hall once the developer proceeds with project based upon bids.

FILLMORE CENTRAL MAINTENANCE SHED:

A Plan was presented to place a Fillmore Central Maintenance Shed on city property just west of the Community Center Parking Lot. An agreement with the school was to swap that land for a portion of school property on the practice field for the creation of a helicopter landing pad. Administrator Illg stated Mayo Clinic Helicopter Transport and Medlink Helicopter Transport have reviewed the drawing plans as present and gave approval of the site. Motion by Donney and seconded by Morem to approve the land swap. All present voting yes. Motion carried.

LOT SALE:

Harmony Foods has been offered the opportunity to purchase the lot between their store and Selvig Park. The lot is currently being used for a portion of the grocery store parking lot. Harmony Foods has agreed to pay \$1,500 for the lot. The lot will be surveyed to be subdivided appropriately, so the city can retain as much green space as possible. Motion by Swenson and seconded by Sagen to sell the lot between the Harmony Foods Store and Selvig Park to Harmony Foods. All present voting yes. Motion carried.

PERSONNEL COMMITTEE:

Brian Johnson has retired effective June 16th and applications have been out for another City Maintenance person. Motion by Morem and seconded by Donney to accept retire and appreciation to Brian Johnson for his years of service to the City. All present voting yes. Motion carried.

The personnel committee interview candidates for the maintenance worker position and recommend Brian Michel. Motion by Mensink and seconded by Sagen to hire Brian Michel as a

City Maintenance worker. Michel would be starting June 26th. All present voting yes. Motion carried.

Morem stated a Special Park Board meeting needed to be held to hire a temporary Park Maintenance person. The lawn mowing is getting behind being short staffed. Council gave the Park Board permission to hire a temporary person. A Special meeting was set for Monday, June 19th.

EDA BOARD:

- Monster Bash Gala is set for July 1st in the Monster Bash building.
- New Event for the 4th of July Celebration is "Harmony Sings".
- The Chamber received a grant for a portable PA System.
- A City Logo has been decided upon.
- Discussed some alternative funding options for the Trail Project.

PARK BOARD:

-Discussion held on the carved Musicians that had been removed from their locations throughout the city. A grant had covered two of the four musicians. Administrator Illg informed the council he had discussed the HOBO's with Stanley Maroushek. The park board at their May meeting voted to offer the HOBO's to Stanley Maroushek because of their deteriorated condition. He picked them up along with the two of the musicians, which were not discussed at the time. Discussion was held on the Musicians being gifted to the City. Administrator Illg was instructed to do some research to see if the Musicians were gifted to the City. If so, the city attorney would draft a letter to Stanley Maroushek to have them returned.

LIBRARY BOARD:

- Donations are coming in for the patio.
- Heating/Cooling units have been installed.
- Board approved hiring Melissa VanderPlas to help out.

ARTS BOARD:

- Working on another Live Jam.

Upon no further business, Mayor Donney adjourned the meeting.

Mayor Steve Donney

Eileen Schansberg, Deputy Clerk

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	contribution Chris & Brian Johnson	\$148.00
General Fund		Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Health Insurance-Chris & Brian M	\$2,340.00
General Fund		Union Dues	IUOE LOCAL #49	Union Dues Brian/Chris	\$69.00
General Fund		NCPERS Insurance	NCPERS GROUP LIFE INS	511800	\$48.00
General Fund		Life Insurance	USABLE LIFE	4000186396	\$14.00
General Fund		Life Insurance	USABLE LIFE	101421301G	\$81.50
General Fund	Administration	Repair/Maint Office Equipment	METRO SALES	qtrly copy machine contract	\$261.45
General Fund	Animal Control	General Operating Supplies	KINGSLEY MERCANTILE	Live Trap	\$87.99
General Fund	Civil Defense	Telephone	HARMONY TELEPHONE COMPANY	Sirens/DSL Phone	\$89.22
General Fund	Community Center	Cleaning Supplies	DALCO	bathroom tissue	\$24.72
General Fund	Community Center	Cleaning Supplies	DALCO	cleaning supply/bath tissue	\$39.14
General Fund	Community Center	Cleaning Supplies	DALCO	cleaning supplies	\$120.86
General Fund	Community Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Comm Ctr	\$828.87
General Fund	Community Center	Gas Utilities	MINNESOTA ENERGY	monthly gas bill-Comm Ctr	\$153.90
General Fund	Community Center	General Operating Supplies	KINGSLEY MERCANTILE	salt/connectors	\$35.96
General Fund	Community Center	Motor Fuels/Lubricants	KWIK TRIP,INC	Gas-Terry Pickup	\$46.86
General Fund	Community Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Comm Ctr	\$44.00
General Fund	Community Center	Telephone	HARMONY TELEPHONE COMPANY	Admin Phone/DSL	\$235.88
General Fund	Community Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Comm Ctr	\$27.18
General Fund	Community Events	General Operating Supplies	HARMONY FOODS	Food for GoldenHappenings Garage Sale	\$6.55
General Fund	Community Events	Travel Expenses	NOLAN, LARRY	mileage to pick up fireworks	\$81.32
General Fund	Financial Administration	Assessor Fees	FILLMORE COUNTY TREASURER	Assessment work for 2017	\$3,166.00
General Fund	Financial Administration	Postage	ELAN FINANCIAL SERVICES	Postage	\$237.55
General Fund	Financial Administration	Software Service Fees	BANYON DATA SYSTEMS	Invoice billing support	\$195.00
General Fund	Personnel Administration	General Operating Supplies	CULLIGAN	Wellness program	\$42.40
General Fund	Personnel Administration	General Operating Supplies	SCHANSBERG, EILEEN	Wellness program	\$30.18
General Fund	Personnel Administration	Uniforms	MIDWEST PATCH	Safety shirts	\$105.00
General Fund	Police Department	Contractual Services	FILLMORE COUNTY SHERIFF	1st Qtr Sheriff Contract	\$19,294.55
General Fund	Police Department	Repair/Maint Vehicles	TORGERSON AUTO	squad diagnose problem & clear code	\$30.00
General Fund	Police Department	Telephone	HARMONY TELEPHONE COMPANY	Police Phone	\$41.30
General Fund	Public Works Buildings	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Shop	\$118.11
General Fund	Public Works Buildings	Gas Utilities	MINNESOTA ENERGY	monthly gas bill-shop	\$61.35
General Fund	Public Works Buildings	General Operating Supplies	KINGSLEY MERCANTILE	screwdriver/sprinkler/tape	\$27.41
General Fund	Public Works Buildings	General Operating Supplies	MISSISSIPPI WELDERS SUPPLY CO	oxygen cylinders	\$15.90
General Fund	Public Works Buildings	Water Utilities	HARMONY PUBLIC UTILITIES	water-Shop	\$19.91
General Fund	Streets	Street Maint Materials	BRUENING ROCK PRODUCTS, INC	road rock	\$269.70

CITY OF HARMONY
City Council Claims for Review

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
General Fund	Visitor Center	Cleaning Supplies	DALCO	paper towels	\$109.87
General Fund	Visitor Center	Cleaning Supplies	DALCO	cleaning supply/bath tissue	\$39.13
General Fund	Visitor Center	Cleaning Supplies	DALCO	bathroom tissue	\$24.72
General Fund	Visitor Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Vis Ctr	\$142.84
General Fund	Visitor Center	Gas Utilities	MINNESOTA ENERGY	monthly gas bill-Vis Ctr	\$68.21
General Fund	Visitor Center	General Operating Supplies	KINGSLEY MERCANTILE	salt/watering can	\$43.68
General Fund	Visitor Center	Motor Fuels/Lubricants	KWIK TRIP,INC	Gas-Terry Pickup	\$46.86
General Fund	Visitor Center	Other Improvements	CUSTOM COMMUNICATIONS, INC	Door controller	\$1,557.66
General Fund	Visitor Center	Repair/Maint Bldg/Structures	MOREM ELECTRIC, INC	wire Vis Ctr door	\$232.83
General Fund	Visitor Center	Repair/Maint Bldg/Structures	WHV, INC	Repairs on Roof	\$1,722.00
General Fund	Visitor Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Vis Ctr	\$49.18
General Fund	Visitor Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Vis Ctr	\$30.60
Fund 101 General Fund					\$32,506.34
Fund 202 CDBG Rehab Loan Program					
CDBG Rehab Loan Progr	Loan Programs	Management Fees	CEDA	June 2017 SCDP Grant Services	\$760.57
Fund 202 CDBG Rehab Loan Program					\$760.57
Fund 211 Library Fund					
Library Fund	Library	Computer Supplies	QUILL CORPORATION	Card Stock Paper	\$37.97
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$60.03
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$21.99
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$8.24
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$32.99
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$21.99
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	AudioBooks on CD	\$150.80
Library Fund	Library	Media-Books	BAKER & TAYLOR	Books	\$207.52
Library Fund	Library	Media-Books	BAKER & TAYLOR	Books	\$5.12
Library Fund	Library	Media-Books	BAKER & TAYLOR	Books	\$30.56
Library Fund	Library	Media-Books	CENTER POINT LARGE PRINT	Large print books	\$43.14
Library Fund	Library	Media-Books	GALE GROUP	Large print books	\$155.15
Library Fund	Library	Media-Books	VREEMAN CONSULTING	2 children's books	\$27.00
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$37.98
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$56.55
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$37.95
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$17.96
Library Fund	Library	Office Accessories	QUILL CORPORATION	spine label tape	\$104.97
Library Fund	Library	Office Accessories	QUILL CORPORATION	envelops	\$29.98

CITY OF HARMONY
City Council Claims for Review

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Library Fund	Library	Postage	SOUTHEASTERN LIBRARIES COOP	Postage on Mailers	\$21.16
Library Fund	Library	Printed Forms	SOUTHEASTERN LIBRARIES COOP	Mailers & SMS Notices	\$14.30
Library Fund	Library	Program Supplies	HARMONY FOODS	Candy for SRP	\$25.72
Library Fund	Library	Program Supplies	ORIENTAL TRADING CO., INC	supplies for crafts	\$40.45
Library Fund	Library	Program Supplies	ORIENTAL TRADING CO., INC	4th of July supplies	\$149.67
Library Fund	Library	Repair/Maint Office Equipment	METRO SALES	copier maint	\$345.45
Library Fund	Library	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Basic services & PC Support	\$577.36
Library Fund	Library	Telephone	HARMONY TELEPHONE COMPANY	Library Phone	\$45.65
Fund 211 Library Fund					\$2,307.65
Fund 222 Fire Fund					
Fire Fund	Fire Department	General Operating Supplies	KINGSLEY MERCANTILE	Padlock/Keyrings	\$11.17
Fire Fund	Fire Department	Motor Fuels/Lubricants	KWIK TRIP,INC	Diesel-Fire	\$91.64
Fire Fund	Fire Department	Other Equipment	CLAREY S SAFETY EQUIPMENT, INC	turnout gear (grant)	\$47,784.00
Fire Fund	Fire Department	Repair/Maint Machinery/Equip	PRESTON EQUIPMENT CO.	repair chain saw	\$12.10
Fire Fund	Fire Department	Sign Materials	M. PETERS ENTERPRISES	Fire Flags/ Ig US Flags	\$193.40
Fire Fund	Fire Stations and Bldgs	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Firehall	\$240.90
Fire Fund	Fire Stations and Bldgs	Gas Utilities	MINNESOTA ENERGY	monthly gas bill-Firehall	\$52.46
Fire Fund	Fire Stations and Bldgs	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Firehall	\$22.25
Fire Fund	Fire Stations and Bldgs	Telephone	HARMONY TELEPHONE COMPANY	Fire Phone	\$43.57
Fire Fund	Fire Stations and Bldgs	Water Utilities	HARMONY PUBLIC UTILITIES	water-Firehall	\$13.41
Fund 222 Fire Fund					\$48,464.90
Fund 223 Ambulance Fund					
Ambulance Fund	Ambulance Service	General Operating Supplies	KINGSLEY MERCANTILE	card	\$3.99
Ambulance Fund	Ambulance Service	General Operating Supplies	M. PETERS ENTERPRISES	EMS Flags for Firehall	\$78.00
Ambulance Fund	Ambulance Service	Medical and Dental Fees	GOLD CROSS AMBULANCE	intercept chgs MC	\$184.25
Ambulance Fund	Ambulance Service	Medical and Dental Fees	GOLD CROSS AMBULANCE	Intercept chgs RG	\$183.57
Ambulance Fund	Ambulance Service	Medical Supplies	ELAN FINANCIAL SERVICES	2 EPI Jrs	\$278.10
Ambulance Fund	Ambulance Service	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	Medical supplies	\$180.60
Ambulance Fund	Ambulance Service	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	oxygen	\$32.34
Ambulance Fund	Ambulance Service	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	oxygen	\$63.54
Ambulance Fund	Ambulance Service	Motor Fuels/Lubricants	KWIK TRIP,INC	Diesel-Amb	\$304.68
Ambulance Fund	Ambulance Service	Telephone	VERIZON WIRELESS	monthly cell service-Amb	\$47.64
Fund 223 Ambulance Fund					\$1,356.71
Fund 251 Park Fund					
Park Fund	Parks	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Parks	\$201.12

CITY OF HARMONY
City Council Claims for Review

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount	
Park Fund	Parks	General Operating Supplies	KINGSLEY MERCANTILE	washers/screws/broom	\$66.09	
Park Fund	Parks	General Operating Supplies	KINGSLEY MERCANTILE	S-hooks	\$4.80	
Park Fund	Parks	Landscaping Materials	KINGSLEY MERCANTILE	miracle grow	\$25.78	
Park Fund	Parks	Motor Fuels/Lubricants	KWIK TRIP,INC	Gas-Mower	\$13.05	
Park Fund	Parks	Motor Fuels/Lubricants	RUN RIGHT POWER LLC	pre-mix fuel	\$29.96	
Park Fund	Parks	Other Rentals	ON SITE SANITATION	portable bathroom rental	\$72.00	
Park Fund	Parks	Repair/Maint Machinery/Equip	FLAGHOUSE	Infant swing and hanger	\$224.20	
Park Fund	Parks	Repair/Maint Machinery/Equip	RUN RIGHT POWER LLC	innertube for mower	\$21.19	
Park Fund	Parks	Repair/Maint Machinery/Equip	RUN RIGHT POWER LLC	mower blades	\$45.27	
Park Fund	Parks	Repair/Maint Machinery/Equip	RUN RIGHT POWER LLC	innertube for mower	\$45.67	
Park Fund	Parks	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Parks	\$112.00	
Park Fund	Parks	Water Utilities	HARMONY PUBLIC UTILITIES	water-Parks	\$139.12	
Park Fund	Recreation	Program Services	HARMONY CHAMBER OF COMMERCE	donation for Busta Band	\$300.00	
Fund 251 Park Fund					\$1,300.25	
Fund 420 TIF District #6 (HECO)						
	TIF District #6 (HECO)	Economic Development	Miscellaneous	FILLMORE COUNTY TREASURER	Return 2015 Tax Increment	\$168.51
Fund 420 TIF District #6 (HECO)					\$168.51	
Fund 601 Water Fund						
Water Fund		F/A-Other Equipment	HAWKINS WATER TREATMENT GROU	chlorine pump for Well #1	\$1,955.51	
Water Fund		Revenue Bonds Payable NC	MPFA	'16 Well #3 pmt	\$39,256.18	
Water Fund	PFA Note 2015 Well	Debt Service Interest	MPFA	'16 Well #3 int pmt	\$4,111.28	
Water Fund	Water Utility Administratio	Postage	ELAN FINANCIAL SERVICES	Postage	\$237.55	
Water Fund	Water Utility Operation	Chemicals and Chem Products	HACH COMPANY	flouride	\$75.98	
Water Fund	Water Utility Operation	Chemicals and Chem Products	HACH COMPANY	deionized water treatment	\$45.18	
Water Fund	Water Utility Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Chlorine regulator	\$444.74	
Water Fund	Water Utility Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	hydrofluosilicic Acid -water treatment	\$372.71	
Water Fund	Water Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-pumphouses	\$949.60	
Water Fund	Water Utility Operation	Gas Utilities	MINNESOTA ENERGY	monthly gas bill-pumphouses	\$41.67	
Water Fund	Water Utility Operation	General Operating Supplies	KINGSLEY MERCANTILE	lighter/markers	\$11.57	
Water Fund	Water Utility Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Water Testing Lab Fees	\$40.00	
Water Fund	Water Utility Operation	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	3rd Qtr Program	\$728.70	
Water Fund	Water Utility Operation	Repair/Maint Other Equipment	S & S AUTOMOTIVE	PTEX gasket	\$25.98	
Water Fund	Water Utility Operation	Repair/Maint Other Improve	BRUENING ROCK PRODUCTS, INC	bedding sand	\$191.85	
Water Fund	Water Utility Operation	Repair/Maint Other Improve	TLC EXCAVATING	repair line hit by boring crew	\$1,125.00	
Fund 601 Water Fund					\$49,613.50	

CITY OF HARMONY
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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 602 Sewer Fund					
Sewer Fund		Revenue Bonds Payable NC	MPFA	'04 sewer note	\$34,000.00
Sewer Fund	Sewer Administration	Postage	ELAN FINANCIAL SERVICES	Postage	\$237.55
Sewer Fund	Sewer Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine	\$239.87
Sewer Fund	Sewer Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-WWTP/Lifts	\$1,407.45
Sewer Fund	Sewer Operation	Gas Utilities	MINNESOTA ENERGY	WWTP monthly gas bill	\$301.73
Sewer Fund	Sewer Operation	General Operating Supplies	KINGSLEY MERCANTILE	grass seed/bungees	\$23.76
Sewer Fund	Sewer Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Wastewater Testing Lab Fees	\$934.40
Sewer Fund	Sewer Operation	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	3rd Qtr Program	\$728.70
Sewer Fund	Sewer Operation	Repair/Maint Bldg/Structures	WHV, INC	Repairs on Roof	\$4,570.00
Sewer Fund	Sewer Operation	Repair/Maint Machinery/Equip	ELECTRIC PUMP, INC	service call repair on lift station pump	\$610.80
Sewer Fund	Sewer Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	repair conduit at WW plant	\$157.69
Sewer Fund	Sewer Operation	Repair/Maint Other Improve	TLC EXCAVATING	repair stuck valve at WW plant	\$375.00
Sewer Fund	Sewer Operation	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-WWTP	\$1,703.30
Sewer Fund	Sewer Operation	Telephone	HARMONY TELEPHONE COMPANY	Lift Stations Dialer/DSL Phone	\$144.02
Sewer Fund	Sewer Operation	Water Utilities	HARMONY PUBLIC UTILITIES	water-WWTP	\$1,078.07
Sewer Fund	Sewer PFA Note 2003	Debt Service Interest	MPFA	'04 sewer note int pmt	\$1,230.00
Fund 602 Sewer Fund					\$47,742.34
Fund 603 Solid Waste Fund					
Solid Waste Fund	Solid Waste Administration	Postage	ELAN FINANCIAL SERVICES	Postage	\$237.55
Fund 603 Solid Waste Fund					\$237.55
Fund 604 Electric Fund					
Electric Fund	Electric Utility Operation	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$70,717.45
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Town Clock	\$12.66
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Streetlighting	\$1,223.40
Electric Fund	Electric Utility Operation	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	3rd Qtr Program	\$728.71
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	locates/no locates	\$41.85
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	Outage behind Well #2	\$124.00
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	chg streetlight to LED	\$615.88
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	replace 2 streetlights w/ LED	\$1,045.76
Electric Fund	Electric UtilityAdministratio	Postage	ELAN FINANCIAL SERVICES	Postage	\$237.55
Electric Fund	Electric UtilityAdministratio	Taxes, Licenses & Permits	MN DEPT OF COMMERCE	1st Qtr Assessment 2018	\$197.08
Fund 604 Electric Fund					\$74,944.34
Fund 620 Economic Development Authority					
Economic Development	Economic Development	Miscellaneous	LIAS, MIZRRAIN	finalist for Logo Contest LIAS	\$100.00

CITY OF HARMONY
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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Economic Development	Economic Development	Planning & Development Fees	CEDA	3rd Qtr contract	\$7,138.50
Economic Development	Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA Phone	\$18.49
Fund 620 Economic Development Authority					\$7,256.99
					\$266,659.65

ADMINISTRATOR'S REPORT

For the Period from June 13, 2017 to July 11, 2017

ADMINISTRATION

Have been working with MNDOT and Harmony Historical Society to get the approvals necessary for the installation of the historical sign project that they received a grant for. Process has taken longer than anticipated. Harmony Historical Society will be presenting their intended locations at the meeting. They are finalizing their layout designs for MNDOT review for approval of the 4 signs in MNDOT right-of-way.

Administered annual workers compensation audit. Currently working with auditor regarding ambulance administration payroll being at lower class rate.

Handled ISO rating. The field representative met with utility staff and fire chief to review records. Have not received report yet.

Assembled liquor license renewals from licensees and submitted to the state.

Assembling information for Well #3 DNR appropriation permit. Will need to update Wellhead Protection Plan for this well. Will need to do a water supply plan that needs to be submitted by October 10, 2017.

Administered planning and zoning information for a solar ordinance. Will be meeting in July to review.

Finalized development agreement for Hammel House development project. Will need to approve bids for project.

UTILITY/BUILDING COMMITTEE

Administered between school and committee the storage and maintenance facility. Based upon council approval, City Attorney is preparing paperwork for transaction.

The contractor has started to work on 2017 Street and Utility Project.

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. Signed agreements have been submitted to MNDOT. An open house meeting was held on 6/29/17. The project is anticipating starting on July 10, 2017 with final completion on August 16, 2017.

The Visitor Center door project is complete.

Information has been sent to USDA to close out grant with USDA for generator project.

PERSONNEL COMMITTEE

Reviewing applications for additional maintenance worker. Will be conducting interviews soon.

Awaiting proposal from union for new contract.

City of Harmony
Cash Balance Report
May 2016 and May 2017

Fund Description	May-16	May-17
General Fund	608,316.00	652,400.59
Revolving Loan Fund	73,750.57	24,343.43
Commercial Rehab Fund	(1,062.97)	4,068.12
Library Fund	(32,764.13)	(29,460.18)
Fire Fund	55,595.86	43,153.92
Ambulance Fund	152,019.30	17,954.97
Park Fund	41,657.71	47,011.49
Arts Fund	1,868.08	724.39
GO Improvement 2010A-3rd St SW	28,139.54	32,958.29
GO Tax Abatement 2013A-Comm Cntr	269.07	2,463.52
GO Improvement 2013B-Heritage Grove	(6,836.15)	(5,842.60)
GO Improvement 2014A-1st Ave SW	101,314.80	106,638.35
Capital Projects Fund	537,718.03	646,553.24
TIF District #5-Antique Mall	114.88	125.29
TIF District #6-HECO	174.57	179.42
First Ave SW Project	-	-
Well No. 3 Project	-	-
2017 Street and Utility Project		(66,551.45)
Water Fund	(215,126.13)	201,638.76
Sewer Fund	(31,449.74)	33,040.21
Solid Waste Fund	(5,978.54)	3,998.31
Electric Fund	666,144.73	561,409.86
Storm Water Fund	2,199.86	7,062.99
Economic Development Fund	34,424.21	41,374.78
Total	2,010,489.55	2,325,245.70

LET'S HAVE "HARMONY" THE BIGGEST LITTLE TOWN IN SOUTHERN MINNESOTA



CORNER STORE, BARBER SHOP, CLOVER FARM STORE WIPED OUT BY EARLY MORNING BLAZE

Four fire companies fight flames for more than two hours. Volunteers helped immensely—sparks blown for blocks by northwest wind.

A devastating fire, the biggest in the history of the village, broke out early Friday morning, destroyed two business buildings, damaged eight others, and seriously threatened Harmony's whole business district before it was finally subdued by the valiant efforts of four fire companies (Lanesboro, Cresco, Preston and Harmony) and dozens of volunteers who fought heroically for more than two hours to bring the flames under control.

Three business establishments: the Corner Store, owned and operated by Oswald Frogner; J. M. Rostvold's Barber Shop located in the Corner Store and Dahley's Clover Farm Store and Restaurant were annihilated by the flames. The estimated loss was placed at around \$30,000.

The fire was discovered about 4:20 a.m. in the Corner Store Building, a frame structure owned by Mrs. Thundale. Six streams of water were played on the structures in order to quell the flames and prevent them from spreading to other buildings. The firemen responded quickly but the whole building was a mass of flames, and the Yates Building adjoining the Corner Store on the north, which housed Dahley's, caught and was ruined almost beyond repair before the fire was under control.

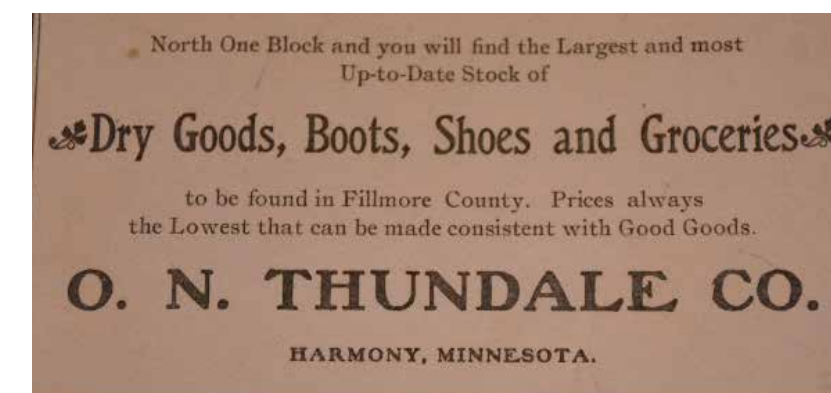
During the height of the fire there were eight buildings burning at the same time, Sundby's Plumbing, Riseland's Hardware across the street east caught, and four buildings across the street to the south, namely The Harmony News Office, Roche's Barber Shop, Swen Johnson's Shoe Shop and Stile's Blacksmith Shop were on fire. The cause of the fire was never positively determined but may have developed around the furnace.

Carl Pederson got up to see what was making the sound of cracking glass, and shouted a warning which was heard for seven blocks, and attracted the attention of Howard Richardson, who was working in the bakery, and he turned in the first alarm. A number of people heard Pederson shouting and became volunteers helping to fight the fire. Sparks and balls of fire were carried by the wind and were falling on the housetops and in yards. The drenching rain on Thursday and the frost that morning were a wonderful help in preventing any additional damage as everything was damp. Had the wind been from the south instead of north there is no telling what may have happened. The fire occurred Halloween night October 31.

The water tower, erected last year (1934), again proved its value. The four fire companies had plenty of water and used better than 65,000 gallons. (Article printed in the Harmony News 11/7/1935).



In 1885 it was thought that the thriving village needed a place for recreation, so the Funk Roller Skating Rink was built. The building was later used as a town hall for a time. In 1895 the Berg Bros. had an implement store and later displayed and sold sewing machines, organs, and buggies. O.N. Thundale purchased the building for a department store. This building was destroyed by fire in 1935 and the site is now the location of the Harmony State Bank.



24 CLERKS AT A 1911 SALE

O.N. Thundale decided to put on a Special Sale of all merchandise in his store and advertised the date of this big selling event of the fall season as October 21, 1911. Before the store opened that morning, he had all the clerks hired for the sale to gather for a picture, and here it is, which we are sure you older folks will enjoy seeing.

Mrs. Rostvold was kind enough to make the identifications:

1. Uncertain, but lived in Big Springs area; 2. Thea Teigen (Fosburgh); 3. Helma Teigen (Halvorson) deceased; 4. O.N. Thundale, (proprietor and owner of the store) deceased; 5. Emma Thundale (Rostvold); 6. Amelia Rockne; 7. Clyde Barnes; 8. Uncertain, lived in Big Springs area; 9. Lena Burmeister; 10. Mary Wertman (Barrie) deceased; 11. Maybelle Rudlick (Berg) deceased; 12. Myrtle Wolsted (Poehler); 13. Alma Peterson (Knutsen) deceased; 14. Edna Maland (Wilbanks) deceased; 15. Selma Dahlen (Hanson); 16. Don't remember name, came from Rushford; 17. Alma Young (Capper) deceased; 18. Fred Achatz, deceased; 19. Stina Sanderson (Peterson) deceased; 20. Hans Hosrud, deceased; 21. Gene Barnes, deceased; 22. Clarence Munger, deceased; 23. Thomas Felland, deceased; 24. Mrs. Grace Barnes, deceased.

(Courtesy of Harmony News)



RISELAND AND MCGEE

Renard Riseland and William McGee worked as carpenters for years and were partners in a hardware business. Riseland purchased the hardware store and took in his son, Lawrence, as a partner. William McGee (and later his son, Bill) managed a grocery business in the building which the partners had built. This business was later run by Jerry Roche (Jerry's Meat Market).



During the fire the Silver Grill lost its electricity, but quickly started to serve coffee after the lights came back on. Later, N.A. Pery had his tailor business in the former Silver Grill building.



FIRST NATIONAL BANK

The First National Bank was founded in 1907. This bank was owned by Henry Heflickson, Albert Johnson and Peter Oistad. The bank was later incorporated with the Harmony State Bank.



Bert Yates came to Harmony in 1920, purchasing the restaurant which had previously belonged to Scabeck and Dahl. Mr. Yates operated this restaurant and grocery until 1935, selling to Earl Dahley, who ran the store only a few months because the big fire destroyed the building.



The Travel Inn around 1938 was owned by Al and Roger Reburn. In 1955 Louie Armstrong's tour bus was parked on Main Street in front of the Travel Inn Cafe. After enjoying their noon meal, Louie asked to take along some of that "good fruit salad." They filled a mason jar for him and he walked out the door smiling. Before he left, Kermit Johnson put 10 cents in the jukebox and played "When The Saints Go Marching In."



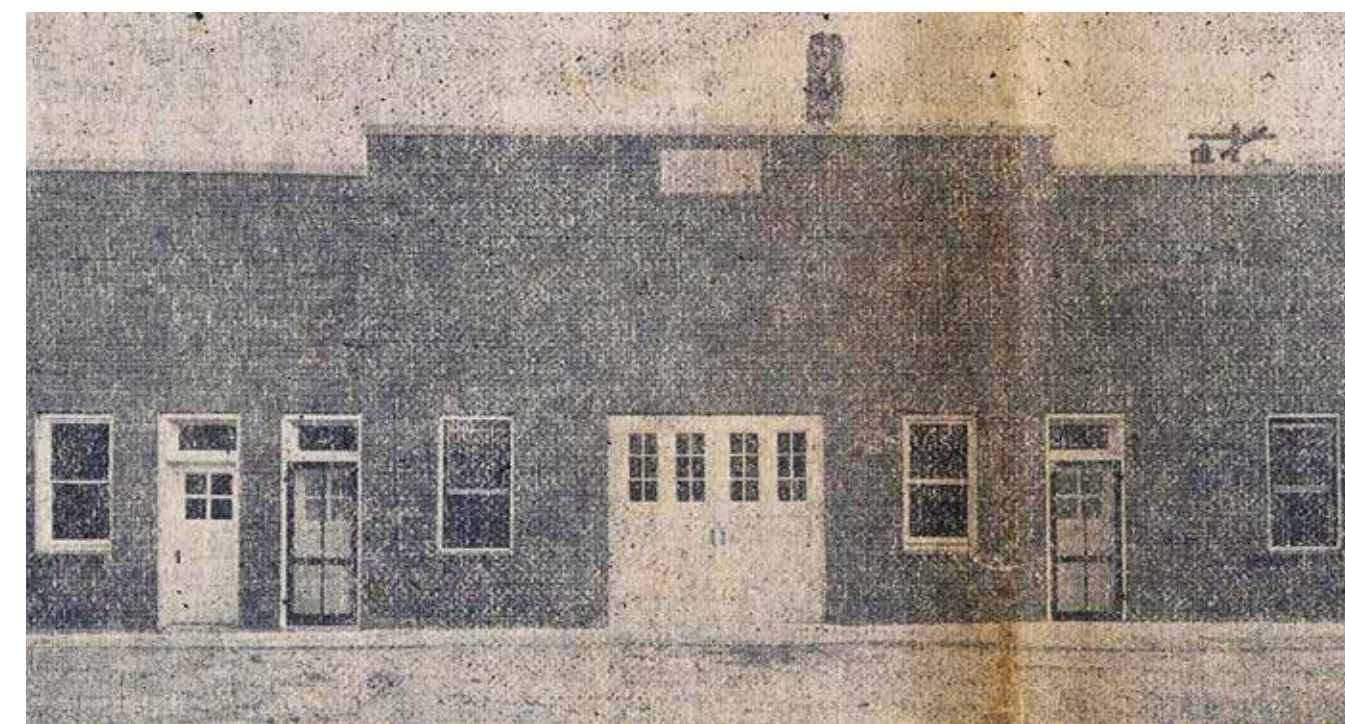
MILLINERY

In 1895 a millinery store named "Up to Date Millinery," was built just north of the skating rink. It was the property of Mrs. Selma Workman. The right side is Selma (Ellis) Workman, next to her, Anna (Harstad) Ellis. On the left side of the door is Hannah Hanson, owner of the millinery, and Mabel Bollman. Picture taken summer 1909. Dr. Carlus Selvig had his dental office upstairs.

Harmony Area Historical Society 2017

Funds provided by:
Southern Minnesota Initiative Foundation
Harmony Area Community Foundation
Harmony Lions Club

LET'S HAVE "HARMONY" THE BIGGEST LITTLE TOWN IN SOUTHERN MINNESOTA



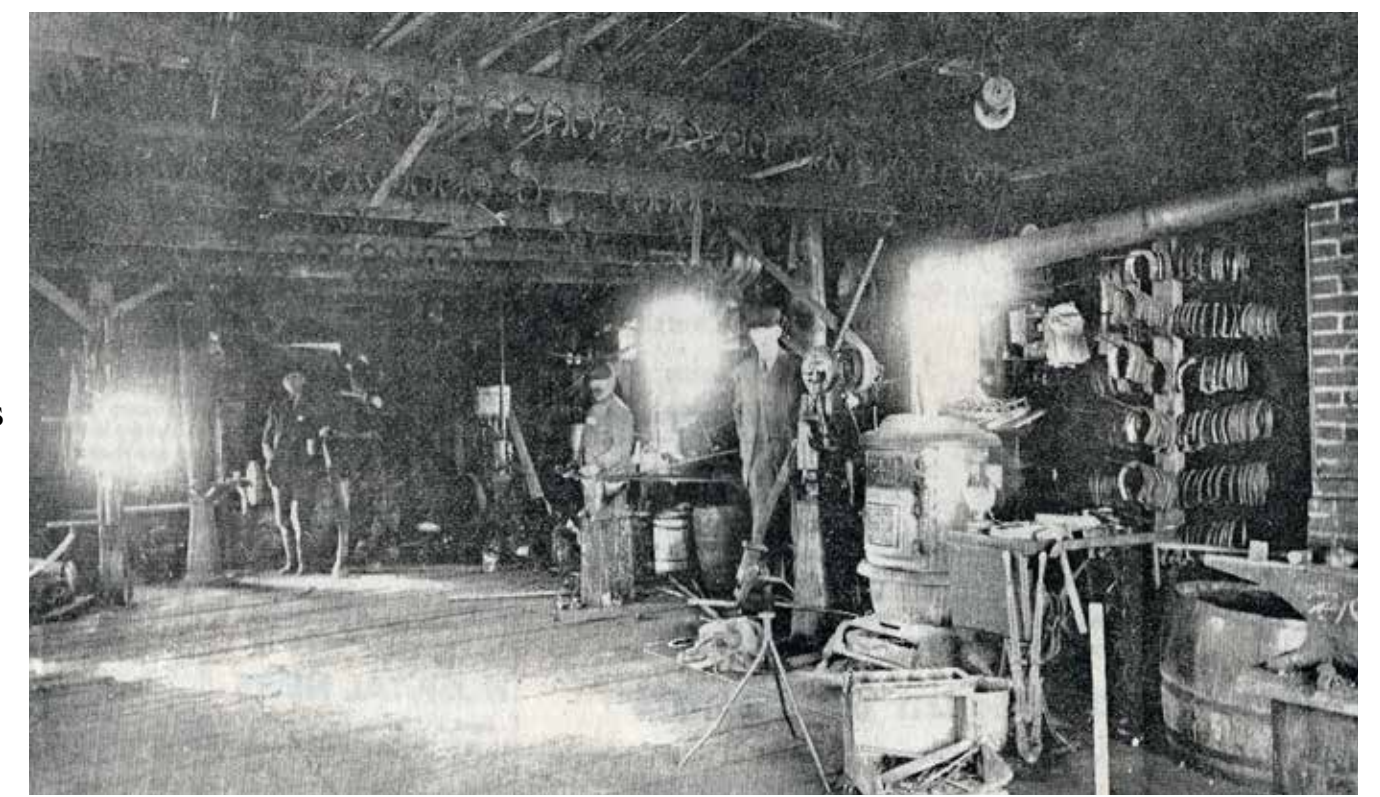
EAST CENTER STREET

The old picture shows Harmony's East Center Street about 1929. Notice the Model A Fords parked on the street. The era of the old Model T Fords was just over. On the right was the General Service Garage which was owned by Walter Mull, and Bill Peterson was the head mechanic. H.S. McKinney was Superintendent of the sewer project back in the late 1920's. After completion of that job the McKinney's decided to make Harmony their home, so "Mack" bought the garage and later moved to larger quarters west on Shanty Avenue. The fire siren tower can be seen rising high above the Power House and in the background is the Ford Garage building which was owned by C. B. Hellickson, and in 1923, Ben I. Feda bought the property. On the left is the Ervin Young Plumbing and Windmill building, and adjacent to that Ole Applen had a Tire and Radiator Repair Shop. (Courtesy of Harmony News)



HARMONY NEWS

The Harmony News, established in 1896, prospered; in 1902 an ad reported the subscription price: "The Harmony News is \$1.00 per year, in advance." In 1903 the paper reported: "L. O. Haugen of the Harmony News has bought a new cylinder press and now his newspaper office is as well equipped as any paper." At one time, Dewey Long was a reported and wrote many articles under the title "For the Birds" by Dewey.



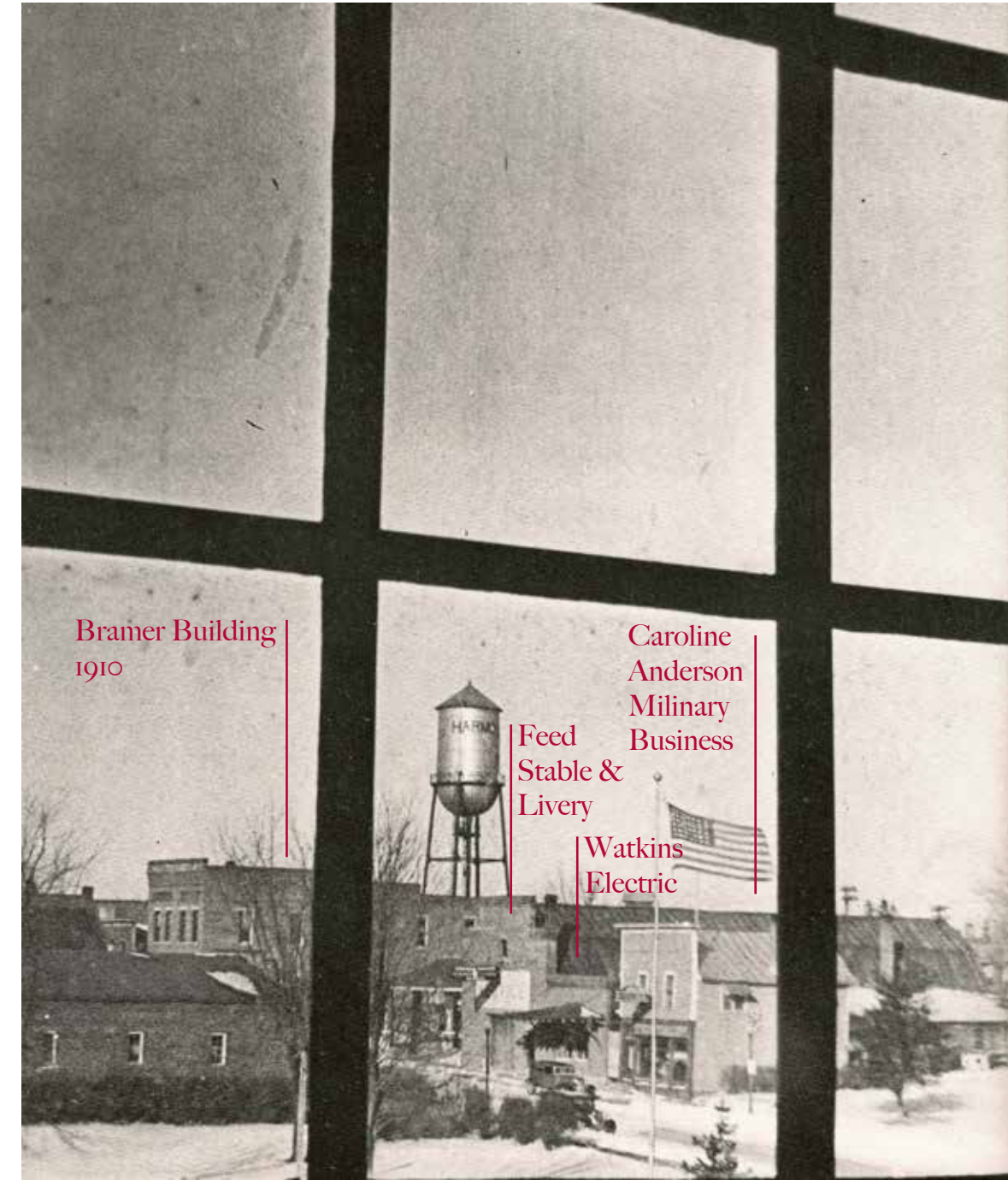
CONSTRUCTION IN HARMONY

The new Village Town Hall was built at a cost of \$4,000 and was completed in late summer. The building housed the fire department equipment, a council chamber, library, public rest room, a commodious room for band rehearsals, and the office of the light and water superintendent. The town's new water tower constructed at a cost of \$7,456 again paid for itself in the big conflagration of November 1, as it did in last winter's fire when due to a fierce storm the electric was shut off at the power house and the pump rendered useless. It is one of the town's chief assets. These improvements, along with the paving and new water main construction, were funded by the PWA. (Courtesy of Harmony News, November 14, 1935)



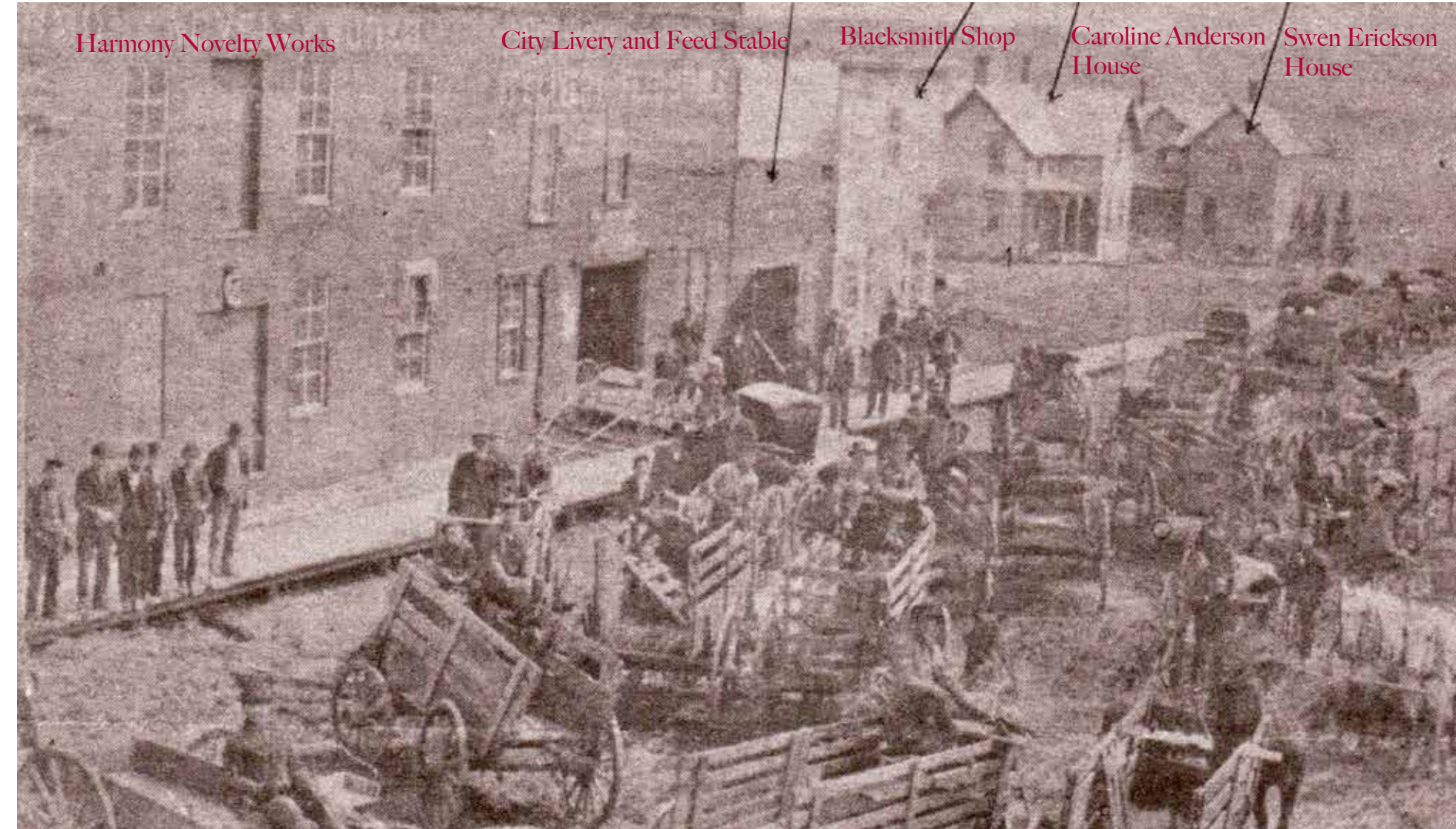
BEN FEDA - FORD DEALER

Ben Feda was born on February 9, 1891. Ben attended Southern Minnesota Normal College at Austin, and graduated from a course in steam and gas engineering. He remained as an instructor in English until entering the Army. He entered the Army on February 18, 1918 to serve during WWI and was discharged May 21, 1919, serving 10 days less than one year. In 1923 he entered the retail automotive and farm machine business. His shop was located on Shanty Avenue. In 1943 he took a leave of absence from his business and worked for the government during WWII, serving for 33 months. Ben Feda served as Mayor of Harmony for 10 terms and Commander of the Gustav Berg Post 81. A Military funeral service was held at Fort Snelling National Cemetery with full Military honors.



HARMONY'S METHODIST CHURCH

The old Methodist Church was becoming too small, and a new and larger church was needed. A committee was formed to investigate various locations. A new location was chosen for the new church to be built on South Main. The property was purchased and the new Harmony Methodist Church was built and dedicated in May 1927. After the initial pledge of \$5,000 was made by the Ladies Aid, the church assumed the responsibility of the remaining church debt, on which they made payments until 1944, when they raised funds to make the final payment. They became known as the Harmony United Methodist Church when the Evangelical United Brethren Churches combined. This church continued to grow and welcome members from the Granger United Methodist Church and the State Line United Methodist Church when each closed.



GLIMPSES OF THE PAST

This photo was taken back in the "horse and wagon" days (date unknown) but it seems to be a busy day in Harmony, or the posing farmers may have come to town to have their picture taken. The picture is identified as Main Street directly across the street east of the Harmony News Building. From left to right going south down Main is the Harmony Novelty Works. It was a two-story metal building, built and operated by Fred and Herman Achatz and was located where the Co-op Service Station was located. The Achatz building was remodeled into a pool hall and billiard in 1904. Next was the City Livery and Feed Stable, featuring Waterloo Engines at that early date, and operated by Charles Brainer and Charles Arns, and the small building housed Louis Suefohn's blacksmith shop. Mr. Idso moved his toy store into the old livery barn in 1903. The next building is not positively identified but information indicates that it is not the building sold by Sam Johnson to Caroline Anderson, and she, in turn, sold to Floyd Watkins. The first house to the right was owned by Mrs. Caroline Anderson whose husband, Charles, was a carpenter and built the house. He was later stricken with tuberculosis and died. The house was later sold and then sold again and was located on a lot east of the Greenhouse. Next was the residence of Swen Erickson, believed to be owned by Hans Tiegan, later sold to Arthur Yates and moved to the Yates farm south of Harmony. The Methodist Episcopal parsonage is located on that spot. (Courtesy of Harmony News)



TOLLEFSON'S JEWELRY

Tollefson's Jewelry Store was started by Mrs. Dorothy (Bill) Tollefson in the old Arlington Hotel in 1932 - 1938. In 1938 the store was located in front of Frogner's Law Office, and moved to a new location in the People's State Bank building in 1942. Tollefson's Jewelry Store was in business until 1976.

VILLAGE BLACKSMITH SHOP

In this photo the man in the center has been identified as Hans Englestad who was the village blacksmith at that time on Shanty Avenue. Nick Stiles, father of Julius, was the blacksmith during World War I, and many will recall that on November 9, 1918, word was received that the war was over and it was from this building that Nick Stiles carried two anvils out into the street, placed one on top of the other, with gunpowder between, lit the fuse and the resounding boom was heard over the entire countryside. His rejoicing, however, was two days previous to the actual signing of the Armistice on November 11, which is now observed as Veterans Day. (Courtesy of Harmony News)



HARMONY SHOE STORE

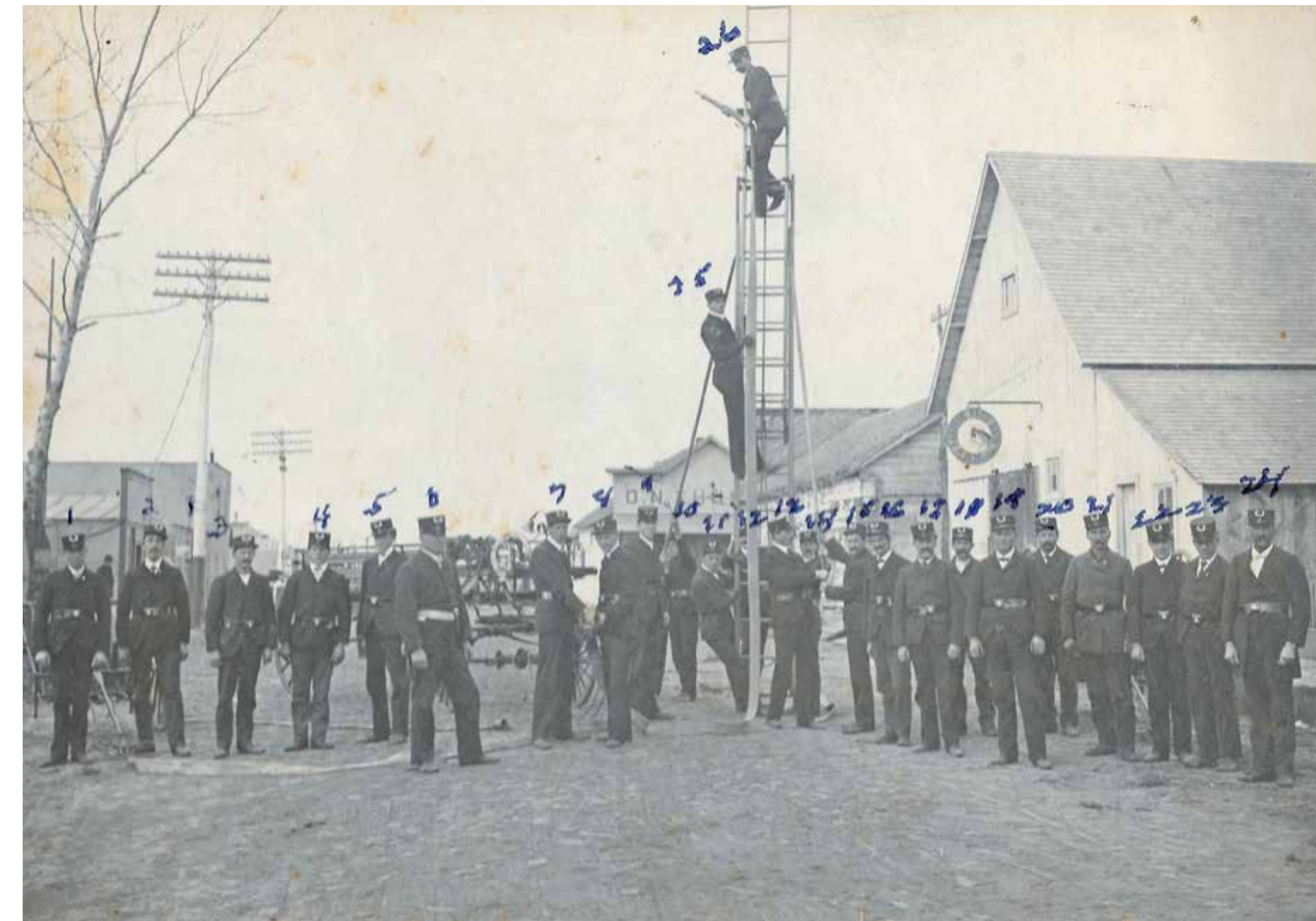
In 1953 Muriel and Bill Johnson started the Harmony Shoe Store. The photo shows Muriel and Bill with their son, Roger, who was about 10 years old at that time. Bill passed away in 1956, and then Muriel was the sole proprietor until 1976, when she sold the business to her daughter and husband, Nacia and Gordy Johannsen, but continued to help out.



H. S. (MAC) MCKINNEY

This picture was taken of H. S. (Mac) McKinney many years ago in front of Ed Roche's Barber Shop on Shanty Avenue. Ed Roche moved to the location on Shanty Avenue, from where he was destined to barber for nearly a quarter of a century, and became known for his wit and humor and was endeared by the community. At the top of the picture, on the far right, is where the Shanty Avenue Café was located. (Courtesy of Harmony News)

In contrast to the picture we have been featuring about the olden days in Harmony, this photo reverts back to only 46 years ago when a group of fellows posed, pyramid style, to have their picture taken. It was when Stanley and George Todd were first starting to sell implements to the farmers in this area back in 1905, and in the background is the "Todd Block", implement building, which was then located on Shanty Avenue. . . . but that is long gone now. When shoeing of horses became outdated, J. P. Stiles erected a building on the approximate site to house his feed business and later sold to Clarence Ludahl who was in the plumbing and heating business. There are no more shantys on Shanty Avenue now, as last summer the Harmony News tore down their building, and now the Harmony News is located on one corner and the USA Store on the other, with the Ludahl building sandwiched between. In the photo area bottom - Carl G. Pederson, George Todd and Henry Pederson; above, Leslie "Pat" Lund and Arnold Erickson, and on the top is Ralph Glesner, who worked for Todd Block, at the time this picture was taken.



HARMONY VOLUNTEER FIRE DEPARTMENT

This is a posed photo taken in the early 1900's of the Harmony Volunteer Fire Department showing off their modern equipment as well as their uniforms. An effort was made to identify this group of 26 firefighters without success. Place yourself on East Center Street in front of the present Fire Hall, looking west, and that's the view you are getting of Harmony back when - no fire trucks, and not a building shown in the picture is still standing. The large building on the right was called the Farmers Feed Barn, according to the sign above the double door, but mostly it will be remembered as the building which housed E. W. Young's windmill and plumbing business. The farm then became a farm machinery display lot. The next structure was built by Applen Bros., as a hardware store. This of course is where O. K. Hardware followed, and for many years was known as Riseland & McGee, and then Riseland Hardware.

Harmony Area Historical Society 2017

Funds provided by:
Southern Minnesota Initiative Foundation
Harmony Area Community Foundation
Harmony Lions Club

FOSSIL

I N D U S T R I E S

FOSSIL TECHNICAL SPECIFICATIONS

For Products Description for Custom High Pressure Laminate (CHPL)

Solid Composite Panels

General Description.

Fossil solid composite panels are, fire retardant, impervious to moisture, extremely resistant to UV rays, scratching, impact, and graffiti. Fossil outdoor panels are protected with a 10 year UV inhibitor. Graphics are made using 12-Color High Definition printing technology. Panels are entirely made in the U.S.A. Thickness from 0.028" to 1". Grades over 1/2" are self-supporting and can be fitted with threaded inserts.

Laminate Grades

General Description.

Laminate grades are manufactured with a smooth sub-surface image on one side and a sanded surface on the other side to allow proper bonding to the supporting substrate. Bonding FOSSIL laminate panels to substrate materials should be done according to the proven principles of veneering. Particleboard and MDF are among the many suitable substrates on which a FOSSIL laminate grade panels can be bonded. Fossil 0.028" panels can be formed to simple bends and profiles. FOSSIL 0.048" is a general purpose panel suitable for practically all flat (horizontal or vertical) applications. Panels are fire retardant, resistant to moisture, extremely resistant to UV rays, scratching, impact, and graffiti. Fossil outdoor panels are protected with a 10 year UV inhibitor. Graphics are made using 12-Color High Definition printing technology. Panels are entirely made in the U.S.A.

Thickness

0.028"	(.889mm)
0.048"	(1.2mm)
1/16"	(1.5mm)
1/8"	(3mm)
1/4"	(6mm)
1/2"	(12mm)
3/4"	(19mm)
1"	(25mm)

Weight

Grade	Pounds Per Sq. Ft.
0.028"	= 0.30
0.048	= 0.34
1/16"	= . 0.45
1/8"	= . 0.91
1/4"	= 1.8
1/2"	= 3.6
3/4"	= 5.4
1"	= 7.2

Surface Finish

Semi-Gloss: A reflective finish that accentuates detail and diminishes reflective light. Reflectivity of 30 + or - 5 gloss units. UV Inhibitors added to outdoor finish.

Core Color:

Black

Strength:

M.D. Machine Direction Length of the sheet

C.D. Cross Direction Width of the sheet

P.S.I. Pounds Per Square Inch

Ft/Lbs/IN Foot Pounds Per Inch

Comprehensive Strength:

M.D. 193,064 Kpa (31,000 PSI) C.D. 172,378 Kpa (25,000 PSI)

Tensile Strength:

M.D. 151,693 Kpa (22,000 PSI) C.D. 110,322 Kpa (16,000 PSI)

Flexural Strength:

M.D. 158,588 Kpa (23,000 PSI) C.D. 103,427 Kpa (15,000 PSI)

Impact (Edgewise):

M.D. 0.6 FT/LBS/IN C.D. 0.5 FT/LBS/I

Rockwell Hardness M Scale:

95 to 115

PRODUCT PROPERTIES:***Product Description:***

Custom High Pressure Decorative Laminate consisting of decorative surface papers, impregnated with melamine resins, bonded under heat and pressure to kraft papers impregnated with phenolic resins.

NEMA:

FOSSIL CHPL panels exceed the standards for decorative laminates established by the National Electrical Manufacturers Association NEMA LD3-1991. These standards establish the minimum criteria for resistance to wear, boiling water, high temperature, cigarette burns, fading, dimensional stability, staining, appearance and formability (bending and postforming grades).

Chemical & Stain Resistant:

FOSSIL panels are perfectly suited for commercial use where chemical products are used. They are resistant to common house-hold products, solvents, mild alkalis, and diluted mild acids. Some staining agents, especially those with grease bases paint or ink, will require the use of a solvent for removal. These stains can be removed using turpentine, 100% mineral spirits, isopropyl "rubbing alcohol", Goof Off "Graffiti Remover" or WD-40, lacquer thinner, acetone or MEK.

Static Electricity:

FOSSIL CHPL panels do not store static electricity and are therefore suitable for use in controlled environments where accumulation and retention of static electricity must be avoided.

Fire Retardant:

FOSSIL CHPL & CFBL interior panels are suitable for application where fire retardant properties are required by building codes.

CHPL Sheet thickness: 0.028" (.889mm)

1. Class A Rating.
2. Meet or Exceeding performance requirements of NEMA LD 3-2005 Grade VGF.
3. Surface burning characteristics in accordance with ASTM E 84; unbonded: Flame spread 25-40; Smoke developed 100-170.

CHPL Sheet thickness: 0.048" to 1/16" (1.2mm to 1.5mm)

1. Class A Rating.
2. Meet or Exceeding performance requirements of NEMA LD 3-2005 Grade HGF.
3. Surface burning characteristics in accordance with ASTM E 84; unbonded: Flame spread 25; Smoke developed 95-120.

CHPL Sheet thickness: 1/8" to 1" (8.5mm to 25.4mm)

1. Class A Rating.
2. Meet or Exceeding performance requirements of NEMA LD 3-2005.
3. Surface burning characteristics in accordance with ASTM E 84; unbonded: Flame spread 10; Smoke developed 95.

Toxicity Test: LC50 Pittsburgh Protocol Toxicity Test. Equal to and no more toxic than wood or paper.

Dimensional Change:

Thickness: .028". NEMA STD. VPG: Machine Direction 1.1 (Max). Cross Direction 1.4 (Max).
Thickness: .048". NEMA STD. HGS: Machine Direction 0.50% (Max). Cross Direction 0.80% (Max).
Thickness: 1/16". NEMA LD3. HGS: Machine Direction 0.50% (Max). Cross Direction 0.80% (Max).
Thickness: 1/8". NEMA LD3. HGS: Machine Direction 0.50% (Max). Cross Direction 0.80% (Max).
Thickness: 1/4". NEMA LD3. HGS: Machine Direction 0.50% (Max). Cross Direction 0.80% (Max).
Thickness: 1/2". NEMA LD3. HGS: Machine Direction 0.50% (Max). Cross Direction 0.80% (Max).
Thickness: 3/4". NEMA LD3. HGS: Machine Direction 0.50% (Max). Cross Direction 0.80% (Max).
Thickness: 1". NEMA LD3. HGS: Machine Direction 0.50% (Max). Cross Direction 0.80% (Max).

NSF Product Listing: NSF/ANSI Standard 35 - Laminated Plastics for Surfacing Food Service Equipment

DISCLAIMER:

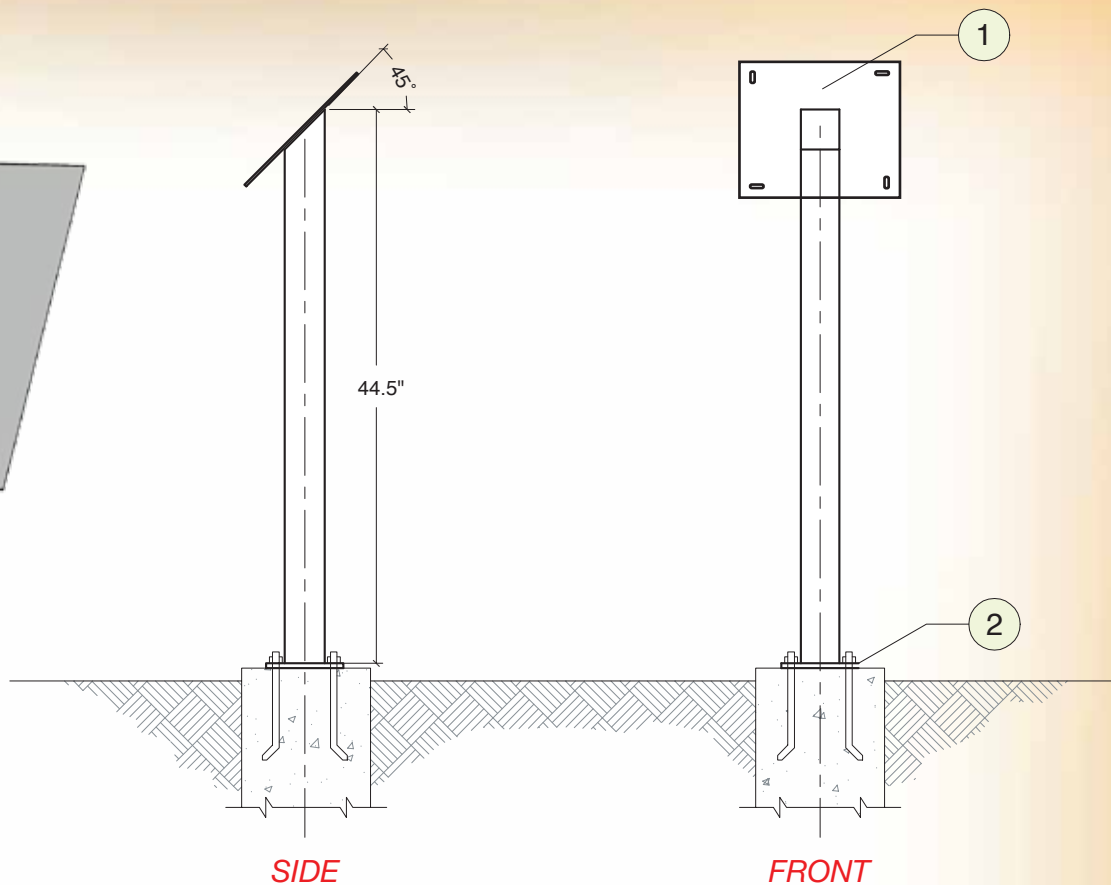
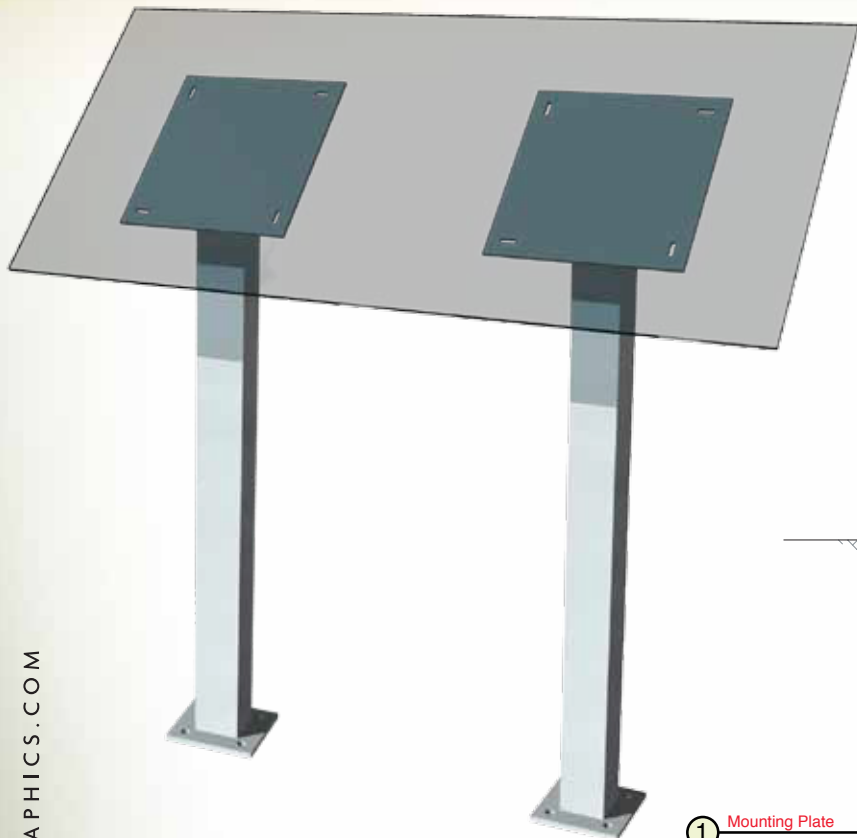
This information is presented to assist you in determining what grades of material may meet the requirements of your project. Purchaser shall determine the suitability of the product for its' intended use, and purchaser assumes all risks and liability whatsoever in connection therewith. All statements, technical advice and recommendations contained herein are based on tests and information believed to be reliable, but the accuracy there of is not guaranteed, and is made in lieu of all warranties, express or implied: seller's and manufacturer's only obligation shall be to replace the quantity of product proven to be defective. Neither seller nor manufacturer shall be liable for any injury, loss or damage, direct or consequential, arising out of the use of or the inability to use the product.

(Updated: 11-1-2016)

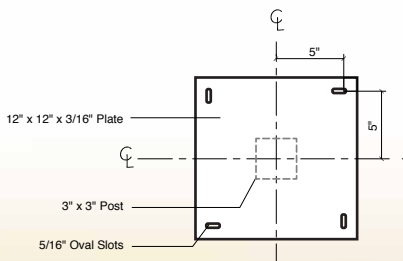
DOUBLE POST PEDESTAL: Surface Mount

- Black Powder Coated Aluminum
- Custom Sizes and Colors Available

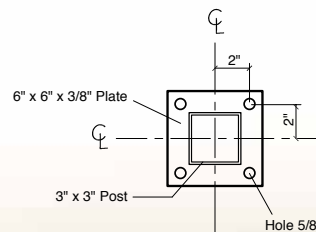
Part #: DP1212



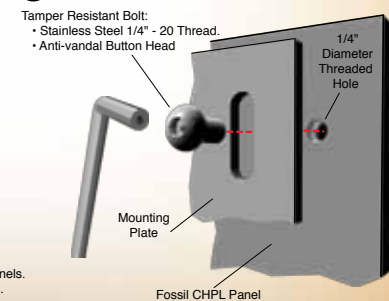
① **Mounting Plate**
Other plate sizes available.



② **Base Plate**



③ **Attaching Panel to Hardware**



"Tamper Resistant Bolts" to attach graphics are available with our graphic panels. Fasteners to attach this item to concrete are available at hardware stores.

HARMONY Historical Signage Project

(Proposed Sign Location & Content as of 3/21/17)

(* = in MNDOT right of way)

Sign 1:

- on school property (near electronic sign) facing West
- Harmony Schools

Sign 2:

- on park property (intersection of Main sidewalk & southern park entrance) facing South
- to Greenfield settlement, Lutheran & Catholic churches, Selvig Park

Sign 3:

- on Center sidewalk (at FSEB in yellow) facing South
- Methodist Church, Novelty, Windmill (well), Shanty Ave

Sign 4: *

- on Main sidewalk (at FSEB in yellow) facing East
- south end of Main between 1st St N & Center

Sign 5: *

- on Main sidewalk (at JEM in yellow) facing West
- 1935 fire, buildings in South section of Main (between Center & 1st St N),

Sign 6: *

- on Main sidewalk (at Essence) facing East
- north end of Main between 1st St N & Center

Sign 7:

- on Cancer Park property facing South
- buildings in North section of Main (west side between 1st St N & Center)

Sign 8:

- on Cancer Park property facing West
- Estelle's, hotel, Amish Connection, elevator, Village Green

Sign 9: *

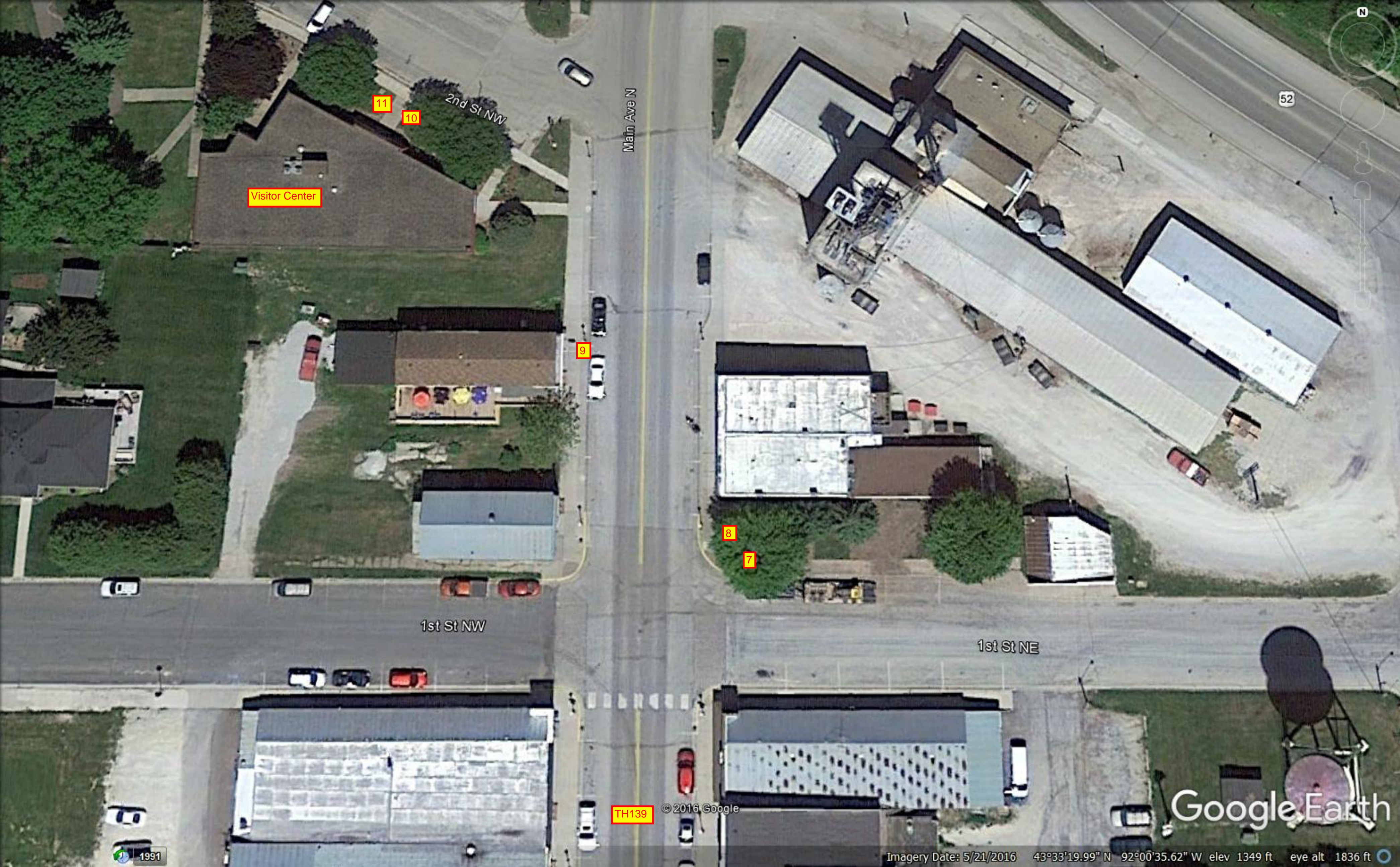
- on Main sidewalk (at Estelle's) facing East
- elevator, old north east, Stop Light,

Sign 10 & 11

- on VC property (on grass at main entrance to VC)
- History of Harmony through Events; "Let's Have Harmony", etc.

Sign Details:

- 24" x 42" Laminated substrate mounted at 45 degree angle on 2 - 3"x 3"x 45" steel posts
- Posts bolted to sidewalk (or concrete pad) via 6"x 6" post mounting plates



Visitor Center

11

10

2nd St NW

Main Ave N

52

9

1st St NW

8

7

1st St NE

TH139

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Google Earth

1991

Imagery Date: 5/21/2016 43°33'19.99" N 92°00'35.62" W elev 1349 ft eye alt 1836 ft

1st St NW

1st St NE

Main Ave N

1st Ave NE

Center St W

139

© 2016 Google

Google Earth

Imagery Date: 5/21/2016 43°33'16.85" N 92°00'35.36" W elev 1357 ft eye alt 1976 ft

1991

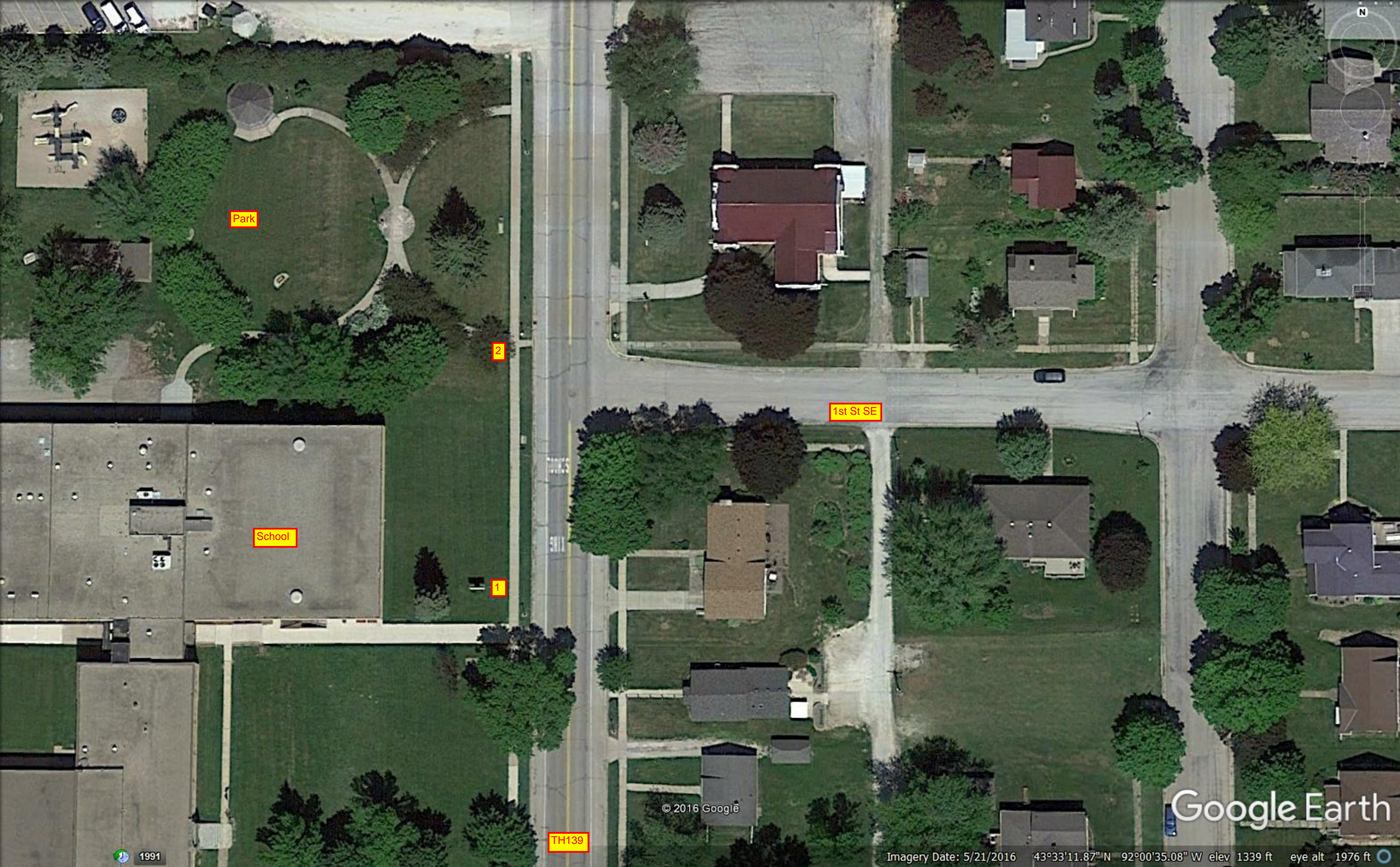
6

5

4

3





Park

School

1st St SE

TH139

2

1

© 2016 Google

Google Earth

Imagery Date: 5/21/2016 43°33'11.87" N 92°00'35.08" W elev 1339 ft eye alt 1976 ft

1991



Stantec Consulting Services Inc.
6188 Rome Circle Drive
Rochester MN 55901
Tel: (507) 282-2100
Fax: (507) 282-3100

July 6, 2017

Honorable Mayor and City Council
City of Harmony
225 3rd Avenue SW
Harmony, MN 55939

Re: Walnut Farms First Addition
Project No. 193803968
Bid Results

Dear Honorable Mayor and City Council:

Bids were opened for the Project stated above on July 6, 2017. Transmitted herewith is a copy of the Bid Tabulation for your information and file.

There were a total of 4 Bids. The following summarizes the results of the Bids received:

	<u>Contractor</u>	<u>Total Base Bid</u>
Low	A-1 Excavating Inc.	\$253,532.65
#2	Griffin Construction Co., Inc.	\$254,975.15
#3	Skyline Construction, Inc.	\$261,955.09
#4	Alcon Construction Corporation	\$267,095.75

The low Bidder on the Project was A-1 Excavating Inc. with a Total Base Bid Amount of \$253,532.65. This compares to the Engineer's Opinion of Probable Costs of \$249,992.75. These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then A-1 Excavating Inc. should be awarded the Project on the **Total Base Bid Amount of \$253,532.65.**

Should you have any questions, please feel free to contact me at (507) 529-6030.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Brett Grabau, PE

Enclosure



Project Name: **Walnut Farms First Addition**

I hereby certify that this is an exact reproduction of bids received.

State Project No.:

Project No.: 193803968

Bid Opening: Thursday, July 6, 2017, at 10 A.M., CDT

Owner: **City of Harmony, Minnesota**

Brett Grabau
Brett Grabau, PE
License No. 49782

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				A-1 Excavating Inc.		Griffin Construction Co., Inc.		Skyline Construction, Inc.		Alcon Construction Corporation	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
PART 1 - SANITARY SEWER:											
1	ADJUST SANITARY SEWER MANHOLE	EA	2	\$280.00	\$560.00	\$700.00	\$1,400.00	\$500.00	\$1,000.00	\$1,650.00	\$3,300.00
2	TELEWISE ALL SANITARY MAINS	LF	1045	\$0.85	\$888.25	\$2.50	\$2,612.50	\$2.67	\$2,785.97	\$3.00	\$3,135.00
3	4" DIAM. SANITARY SEWER STRUCTURE	EA	2	\$2,615.00	\$5,230.00	\$3,000.00	\$6,000.00	\$3,300.00	\$6,600.00	\$3,595.00	\$7,190.00
4	8" PVC SANITARY SEWER PIPE, SDR 35	LF	265	\$38.00	\$10,070.00	\$43.50	\$11,527.50	\$42.22	\$11,188.30	\$28.50	\$7,552.50
5	IMPROVED PIPE FOUNDATION	LF	265	\$0.01	\$2.65	\$5.00	\$1,325.00	\$6.00	\$1,590.00	\$3.50	\$927.50
6	CONNECT TO EXISTING SANITARY SEWER PIPE	EA	2	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00	\$505.00	\$1,010.00
TOTAL PART 1 - SANITARY SEWER					\$18,750.90		\$24,365.00		\$24,164.27		\$23,115.00
PART 2 - WATER MAIN:											
7	CONNECT TO EXISTING WATER MAIN	EA	1	\$1,025.00	\$1,025.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,300.00	\$1,300.00
8	6" C900 PVC WATER MAIN, DR 18 W/ TRACER WIRE	LF	988	\$32.00	\$31,616.00	\$33.50	\$33,098.00	\$25.75	\$25,441.00	\$26.50	\$26,182.00
9	DUCTILE IRON FITTINGS	LB	250	\$8.00	\$2,000.00	\$8.00	\$2,000.00	\$7.00	\$1,750.00	\$9.50	\$2,375.00
10	HYDRANT	EA	2	\$3,570.00	\$7,140.00	\$3,900.00	\$7,800.00	\$4,500.00	\$9,000.00	\$4,540.00	\$9,080.00
11	6" GATE VALVE AND BOX	EA	5	\$1,285.00	\$6,425.00	\$1,450.00	\$7,250.00	\$1,200.00	\$6,000.00	\$1,480.00	\$7,400.00
TOTAL PART 2 - WATER MAIN					\$48,206.00		\$51,148.00		\$44,191.00		\$46,337.00
PART 3 - SERVICES:											
12	INSERT-A-TEE CONNECTION	EA	10	\$140.00	\$1,400.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$280.00	\$2,800.00
13	8"X4" PVC WYE, SDR 35	EA	1	\$135.00	\$135.00	\$100.00	\$100.00	\$250.00	\$250.00	\$465.00	\$465.00
14	4" PVC SANITARY SEWER SERVICE PIPE, SDR 26	LF	350	\$24.00	\$8,400.00	\$36.00	\$12,600.00	\$26.95	\$9,432.50	\$24.75	\$8,662.50
15	IMPROVED PIPE FOUNDATION	LF	350	\$0.01	\$3.50	\$3.50	\$1,225.00	\$6.00	\$2,100.00	\$3.50	\$1,225.00
16	1" CORPORATION STOP	EA	11	\$160.00	\$1,760.00	\$130.00	\$1,430.00	\$250.00	\$2,750.00	\$182.00	\$2,002.00
17	1" CURB STOP AND BOX	EA	11	\$295.00	\$3,245.00	\$235.00	\$2,585.00	\$250.00	\$2,750.00	\$286.00	\$3,146.00
18	1" SERVICE SADDLE	EA	11	\$140.00	\$1,540.00	\$130.00	\$1,430.00	\$300.00	\$3,300.00	\$176.00	\$1,936.00
19	1" TYPE "K" COPPER WATER SERVICE	LF	370	\$26.00	\$9,620.00	\$29.75	\$11,007.50	\$29.93	\$11,074.10	\$25.25	\$9,342.50
TOTAL PART 3 - SERVICES					\$26,103.50		\$32,877.50		\$34,156.60		\$29,579.00
PART 4 - STORM SEWER:											
20	REMOVE CULVERT	LF	32	\$10.00	\$320.00	\$15.00	\$480.00	\$10.00	\$320.00	\$10.50	\$336.00
21	12" RCP STORM PIPE, CLASS III	LF	50	\$37.00	\$1,850.00	\$38.75	\$1,937.50	\$45.00	\$2,250.00	\$47.50	\$2,375.00
22	15" RCP CULVERT, CLASS III	LF	38	\$39.00	\$1,482.00	\$41.00	\$1,558.00	\$52.00	\$1,976.00	\$56.75	\$2,156.50
23	18" RCP STORM PIPE, CLASS III	LF	69	\$46.00	\$3,174.00	\$55.00	\$3,795.00	\$88.88	\$6,132.72	\$55.00	\$3,795.00
24	15" RCP FES	EA	2	\$520.00	\$1,040.00	\$500.00	\$1,000.00	\$700.00	\$1,400.00	\$680.00	\$1,360.00
25	18" RCP FES	EA	1	\$575.00	\$575.00	\$550.00	\$550.00	\$780.00	\$780.00	\$770.00	\$770.00
26	2X3 CATCH BASIN INCL. RING & CASTING	EA	2	\$1,550.00	\$3,100.00	\$1,800.00	\$3,600.00	\$1,600.00	\$3,200.00	\$2,260.00	\$4,520.00
27	4" DIAM. CATCH BASIN MH INCL. RING & CASTING	EA	2	\$2,100.00	\$4,200.00	\$2,500.00	\$5,000.00	\$2,600.00	\$5,200.00	\$2,980.00	\$5,960.00
28	RANDOM RIP RAP, CLASS III	CY	7	\$70.00	\$490.00	\$60.00	\$420.00	\$100.00	\$700.00	\$66.20	\$463.40
TOTAL PART 4 - STORM SEWER					\$16,231.00		\$18,340.50		\$21,958.72		\$21,735.90

BID TABULATION				Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				A-1 Excavating Inc.		Griffin Construction Co., Inc.		Skyline Construction, Inc.		Alcon Construction Corporation	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
PART 5 - STREET IMPROVEMENTS:											
29	MOBILIZATION	LS	1	\$15,490.00	\$15,490.00	\$3,500.00	\$3,500.00	\$14,400.00	\$14,400.00	\$7,150.00	\$7,150.00
30	COMMON EXCAVATION (P)	CY	781	\$7.00	\$5,467.00	\$6.00	\$4,686.00	\$7.00	\$5,467.00	\$14.60	\$11,402.60
31	COMMON BORROW (CV)	CY	680	\$12.00	\$8,160.00	\$12.00	\$8,160.00	\$7.00	\$4,760.00	\$21.35	\$14,518.00
32	SAW BITUMINOUS PAVEMENT	LF	27	\$5.00	\$135.00	\$10.00	\$270.00	\$5.00	\$135.00	\$3.25	\$87.75
33	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B) (2" THICK)	SY	2105	\$12.45	\$26,207.25	\$11.00	\$23,155.00	\$11.00	\$23,155.00	\$10.77	\$22,670.85
34	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B) (1.5" THICK)	SY	2105	\$8.60	\$18,103.00	\$8.25	\$17,366.25	\$9.00	\$18,945.00	\$8.08	\$17,008.40
35	BITUMINOUS MATERIAL FOR TACK COAT (P)	GAL	105	\$2.15	\$225.75	\$2.20	\$231.00	\$5.00	\$525.00	\$2.00	\$210.00
36	AGGREGATE BASE, CLASS 5 (CV)	CY	1135	\$29.20	\$33,142.00	\$31.00	\$35,185.00	\$30.00	\$34,050.00	\$33.25	\$37,738.75
37	GEOTEXTILE FABRIC	SY	2725	\$2.25	\$6,131.25	\$1.60	\$4,360.00	\$2.00	\$5,450.00	\$1.70	\$4,632.50
38	SURMOUNTABLE CONCRETE CURB AND GUTTER	LF	1375	\$16.40	\$22,550.00	\$17.30	\$23,787.50	\$15.22	\$20,927.50	\$15.40	\$21,175.00
39	INTERMEDIATE RESTORATION	LS	1	\$2,600.00	\$2,600.00	\$2,000.00	\$2,000.00	\$750.00	\$750.00	\$2,100.00	\$2,100.00
40	TURF RESTORATION W/ MNDOT 25-141 SEED, MULCH, FERTILIZER AND DISK ANCHOR	ACRE	1.3	\$2,300.00	\$2,990.00	\$2,100.00	\$2,730.00	\$4,000.00	\$5,200.00	\$2,100.00	\$2,730.00
41	EROSION CONTROL BLANKET, TYPE 1	SY	284	\$4.00	\$1,136.00	\$2.10	\$596.40	\$5.00	\$1,420.00	\$3.75	\$1,065.00
42	INLET PROTECTION	LS	1	\$500.00	\$500.00	\$150.00	\$150.00	\$350.00	\$350.00	\$1,500.00	\$1,500.00
43	SILT FENCE, TYPE MACHINE SLICED	LF	780	\$1.80	\$1,404.00	\$2.65	\$2,067.00	\$2.50	\$1,950.00	\$3.00	\$2,340.00
TOTAL PART 5 - STREET IMPROVEMENTS					\$144,241.25		\$128,244.15		\$137,484.50		\$146,328.85
BID SUMMARY											
PART 1 - SANITARY SEWER:					\$18,750.90		\$24,365.00		\$24,164.27		\$23,115.00
PART 2 - WATER MAIN:					\$48,206.00		\$51,148.00		\$44,191.00		\$46,337.00
PART 3 - SERVICES:					\$26,103.50		\$32,877.50		\$34,156.60		\$29,579.00
PART 4 - STORM SEWER:					\$16,231.00		\$18,340.50		\$21,958.72		\$21,735.90
PART 5 - STREET IMPROVEMENTS:					\$144,241.25		\$128,244.15		\$137,484.50		\$146,328.85
TOTAL PARTS 1-5					\$253,532.65		\$254,975.15		\$261,955.09		\$267,095.75
Contractor Name and Address:				A-1 Excavating Inc. 408 26th Avenue Bloomer, WI 54724		Griffin Construction Co., Inc. 14070 Hwy 52 S. Chatfield, MN 55923		Skyline Construction, Inc. 900 Montgomery St, PO Box 900 Decorah, IA 52101		Alcon Construction Corporation 2258 Marion Road SE Rochester, MN 55904	
Phone:				715-568-4141		507-867-4171		563-382-2933		507-258-5287	
Fax:				715-568-4144		507-867-4648		563-382-8375		507-258-7350	
Signed By:				Terry Pecha		Greg Griffin		Keith B. Bruening		Ross Badger	
Title:				President		CEO		Secretary, Treasurer		President	
Bid Security:				Bid Bond		Bid Bond		Bid Bond		Bid Bond	
Addenda Acknowledged:				None		None		None		None	

DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF HARMONY, MINNESOTA

AND

HAMMEL HOUSE & CO. LLC

THIS INSTRUMENT DRAFTED BY:

NETHERCUT ▪ SCHIEBER ▪ ATTORNEYS PA
32 Main Avenue North | PO Box 657
HARMONY, MINNESOTA 55939-0657
507.886.6131 | Fax 507.886.2711

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DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the ____ day of _____, 2017, by and between the **City of Harmony**, Minnesota (the "City"), a municipal corporation organized and existing under the laws of the State of Minnesota and **Hammel House & Co. LLC** (the "Developer"), a Minnesota limited liability company.

WITNESSETH:

WHEREAS, Developer has proposed to develop a portion of the real estate described in Exhibit A into a new subdivision, to include 10 single family homes with a minimum assessed value of \$250,000 each, to be constructed over the next 10 years.

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to an exemption for housing.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

**ARTICLE 1
DEFINITIONS**

SECTION 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Harmony, Minnesota;

Completion, in the context of home construction, means 100% of the exterior completed by the contractor building the home.

Developer means Hammel House & Co. LLC, its successors and assigns;

Development Property means the real property legally described in Exhibit A attached to this Agreement;

Eligible Expenses means expenses actually incurred for legal costs, engineering expenses including surveying and platting, construction design and inspection, and any engineering expenses, grading, excavation, utility installation and/or relocation, curb and gutter, storm drains, fire hydrants, aggregate, blacktop, storm water pond, fees and permits and other such items incidental to public improvements typical for a residential subdivision;

Event of Default means any of the events described in Section 4.1 hereof;

Legal and Administrative Expenses means legal expenses associated with drafting this Agreement and any other required legal documents, and any engineering expenses incurred by the City in preparation for the Project.

Project means the 10-unit single family housing development located on the Development Property, and does not include Lot 7 of Block 2;

Public Site Improvements means installation of water mains, water lines, sewer lines, curb, gutter, storm water systems, and roadway preparation and paving.

Site Improvements means the improvements undertaken or to be undertaken on the Development Property in connection with the Project, as represented in the Developer's construction plans approved by the City, more particularly described on Exhibit B attached hereto, and including all Public Site Improvements;

State means the State of Minnesota;

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

SECTION 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

- (1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.
- (2) The City will contribute to the expenses associated with Public Site Improvements as described in this agreement.
- (3) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developers' purposes or needs.

SECTION 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (1) The Developer is a Minnesota limited liability company and has the capacity to enter into this Agreement and to perform its obligations hereunder and is not in violation of the laws of the State.
- (2) The Developer shall cause the Project to be installed in accordance with the terms of this Agreement, the Site Improvements, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).
- (3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.
- (4) The Developer will use its best efforts to obtain, or cause to be obtained in a timely manner, all required permits, licenses, and approvals, and have met or will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must have been obtained or met before the Project may be lawfully constructed. The Developer shall secure all necessary approvals from the City for development of the lots and pay all utility connection fees required by ordinance. This agreement does not serve as approval for any land use or building permits that may be necessary from time to time.
- (5) The Developer will not subdivide Lot 7, Block 2 of Walnut Farms 1st Addition, as it is currently platted or subsequently replatted, without also extending all necessary public infrastructure at Developer's cost to serve each subdivision thereof.

(6) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(7) The Developer will cooperate with the City with respect to any litigation commenced with respect to the Project.

(8) The Developer will cooperate with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(9) The Developer will cause Completion of 10 homes with a taxable value of \$250,000.00 or greater within the Walnut Farms First Addition, the Completion of which shall be according to the schedule below, barring Unavoidable Delays.

- 12/31/2019 – one or more homes
- 12/31/2020 – two or more homes
- 12/31/2021 – three or more homes
- 12/31/2022 – four or more homes
- 12/31/2023 – five or more homes
- 12/31/2024 – six or more homes
- 12/31/2025 – seven or more homes
- 12/31/2026 – eight or more homes
- 12/31/2027 – nine or more homes
- 12/31/2028 – ten homes

(10) For each year that home construction falls short of the above schedule, the Developer agrees to pay a penalty of \$12,000 in full by January 15 of the following year.

(11) The Developer agrees Site Improvements shall be partially completed by 11/3/17 with substantial completion by 6/22/18. The Bituminous base and wearing course and curb and gutter may be constructed in 2018 in order to allow settling of the base layer(s).

ARTICLE 3
UNDERTAKINGS BY DEVELOPER AND CITY

SECTION 3.1. Installation of Site Improvements; Reimbursement of Project Costs. The parties agree that the Site Improvements to be constructed by the Developer are essential to the successful completion of the Project. The City shall be responsible for facilitating the bidding for the Public Site Improvements, reviewing bids, selecting bid winners, managing construction of the Public Site Improvements, and paying invoices in a timely manner. As a matter of convenience, the City shall front the cost of the Public Site Improvements with reimbursement to be provided to the City from Developer according to the terms of this agreement. All costs associated with the Site Improvements shall be solely the responsibility of the Developer except as otherwise stated in this agreement.

SECTION 3.2. Reimbursement: Lot Assessments. The Developer shall reimburse for the costs identified for the Public Site Improvements, engineering costs (including design and construction services), and legal fees, subject to the following conditions:

(1) All reimbursements to which the City is entitled under this agreement shall be made by Developer within 10 days of written notice to Developer.

(2) The City will reduce the amount of incurred Public Site Improvement expenses invoiced to the Developer by a total of \$120,000, an amount which shall comprise the City's share of Development expenses under this agreement. Rather than the City paying the first or last \$120,000 in expenses, the \$120,000 reduction will be spread out amongst the successive invoices to Developer. With each invoice, the City will reduce the expenses invoiced to Developer by the same percentage of project completion. For example, if the overall project costs were a hypothetical \$300,000 and the first invoice of \$60,000 constitutes payment for the first 20% of the project, the City would reduce that invoice by \$24,000 (20% of their \$120,000 share) and invoice Developer \$36,000. For purposes of this provision, the project bid amount and payment details shall be used in making these calculations, once known.

(3) To secure the City's investment, the City shall assess \$12,000.00 in deferred assessments to each of Lots 1-4, Block 1 and Lots 1-6, Block 2, Walnut Farms First Addition. The assessment and any accrued interest will be forgiven and fully released upon timely completion of each home and an assigned tax value assessment of \$250,000 or greater. Developer's failure to meet the terms of this agreement shall result in the assessments and all accumulated interest on lots without homes, containing unfinished homes, or containing undervalued homes being payable January 15, 2029, regardless of ownership of the lot, if not previously paid under the penalty provisions of Article 2.2(10). Forgiveness of the deferred assessments as described by this paragraph is contingent upon the assessed tax value of the home constructed on the lot being \$250,000 or greater.

SECTION 3.3. City Fee, Real Property Taxes, and Building Incentives/Rebates. The Developer shall pay to the City upon execution of this Agreement all the Legal Expenses incurred by the City associated with drafting of this development agreement, estimated at \$750.00, less any

payments previously paid. Any unused portion of this deposit will be returned to the Developer. Future legal fees incurred by the City regarding this Development, if any, will be billed separately and the responsibility of the Developer. The Developer shall reimburse all construction inspection fees incurred by the City for inspections by the City's engineering firm. The Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by them and any statutory or contractual duty that shall accrue subsequent to the date of their acquisition of title to the Development Property (or part thereof) and until the Developers' obligations have been assumed by any other person pursuant to the provisions of this Agreement or title to the property is vested in another person.

The Developer agrees that so long as it owns all or any portion of the Development Property that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; provided, however, that "tax statute" does not include any local ordinance or resolution levying a tax; and

(2) It will not seek any tax exemption, tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.181, or any other State or federal law, of the taxation of real property contained in the Development Property between the date of execution of this Agreement and the Termination Date.

(3) It will stay current on all property taxes due and payable on all real estate owned by Developer within the City for the duration of this agreement.

(4) It will waive protest to any special assessments levied against the 10 lots in Phase 1 for purposes of securing financial assistance by the City.

(5) It will not apply for any additional incentives or rebates currently or later available for any lots in the Walnut Farms First Addition.

SECTION 3.4. Performance bond. The Developer shall, before accepting bids, provide the City with a performance bond or with an irrevocable bank letter of credit equal to 110% of the estimated cost of the improvements.

SECTION 3.5. Transfer of Project. Other than the sales of lots to individuals, the Developer shall transfer the Project only with the prior written consent of the City. If the consent of the City is not obtained and the Developer transfers all or a portion of the Development Property, this Agreement shall terminate and assessments will be immediately due.

SECTION 3.6. No Business Subsidy. This Agreement does not constitute a business subsidy within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995 by reason of the exception for assistance for housing.

**ARTICLE 4
EVENTS OF DEFAULT**

SECTION 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

- (1) Failure by the Developer to timely pay any ad valorem real property taxes or special assessments assessed with respect to any portion of the Development Property while it is owned by the Developer.
- (2) Failure by the Developer to cause the installation of the Project to be completed pursuant to the terms, conditions, and limitations of this Agreement.
- (3) Failure of the Developer to observe or perform any other covenant, condition, obligation, or agreement on their part to be observed or performed under this Agreement.
- (4) The holder of any mortgage on that portion of the Development Property owned by the Developer or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.
- (5) If the Developer shall:
 - (a) file any petition in bankruptcy or for any similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or
 - (b) make an assignment for the benefit of their creditors except that any security requirements of the Developer's primary mortgage holder shall be allowed; or
 - (c) admit in writing their inability to pay their debts generally as they become due; or
 - (d) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer, as a bankrupt under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

SECTION 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer citing with

specificity the item or items of default and notifying the Developer that they have thirty (30) days within which to cure said Event of Default. If the Event of Default has not been cured within said thirty (30) days:

(a) The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(b) The City may cancel and rescind the Agreement.

(c) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

(d) Any outstanding deferred assessments on any of the 10 lots shall become due and payable in full.

SECTION 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 4.4. No Implied Waiver. In the event that any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

SECTION 4.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default has existed for more than 15 days and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

SECTION 4.6. Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, their governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Indemnified Parties") shall not be liable for and agree to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the

foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agree to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on their behalf or under their direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the Indemnified Parties in this Agreement or to any actions undertaken by the Indemnified Parties which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the Indemnified Parties apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the Indemnified Parties at a rate equal to the Prime Rate) as a result of the Project causing the Development Property to not qualify or cease to qualify as a "housing district" under Section 469.174, Subdivision 11, of the Act or to violate limitations as to the use of Tax Abatements as set forth in Minnesota Statutes, Sections 469.1812 through 469.1815, as amended.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

**ARTICLE 5
ADDITIONAL PROVISIONS**

SECTION 5.1. Restrictions on Use. The Developer agrees for itself, its assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such assigns and successors shall operate, or cause to be operated, the Project in compliance with the provisions of Section 3.3 and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

SECTION 5.2. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successors or on any obligations under the terms of this Agreement.

SECTION 5.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 5.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer is addressed to or delivered personally to:

Hammel House & Co. LLC
750 Main Street, Suite 214
Mendota Heights MN 55118

- (b) in the case of the City is addressed to or delivered personally to the City
at:

City of Harmony
225 Third Avenue SW
PO Box 488
Harmony, MN 55939-0488

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

SECTION 5.5. Registered Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

SECTION 5.6. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

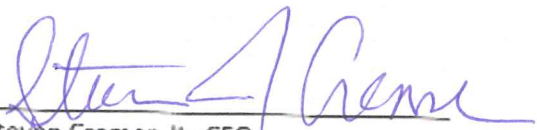
SECTION 5.7. Expiration. This Agreement shall expire on 12/31/2028, unless earlier terminated or rescinded in accordance with its terms.

SECTION 5.8. Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

IN WITNESS WHEREOF, the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

HAMMEL HOUSE & CO. LLC

By: 
Briana Hammel, Its CEO

By: 
Steven Cremer, Its CFO

This is a signature page to the Development Agreement by and between the City of Harmony, Minnesota, the County of Fillmore, Minnesota, and Hammel House & Co. LLC.

Exhibit A

Lots 1-4, Block 1 and Lots 1-6, Block 2, Walnut Farms First Addition to the City of Harmony, according to the Plat thereof, Fillmore County, Minnesota.

Exhibit B

Site Improvements to be completed by Developer:

1. Extension of water main from existing terminus located within the 3rd Ave SE right of way to Garden Road SE. Such extension shall be completed within City specifications.
2. Installation of the following infrastructure, to be completed within City specifications:
 - a. water and sanitary sewer service into Lots 1-4, Block 1 and Lots 1-6, Block 2, Walnut Farms First Addition;
 - b. all necessary storm water infrastructure;
 - c. private utilities, including electricity, telecommunications, and natural gas for all 10 of the proposed residential lots in Outlot B;
 - d. completion and paving of 3rd Ave SE from the existing terminus to Garden Rd, complete with curb and gutter.
3. Construction of one single family residence per lot with a minimum assessed tax value of \$250,000, for a total of 10 homes on Lots 1-4, Block 1 and Lots 1-6, Block 2, Walnut Farms First Addition.
4. Completion of the first home by 12/31/19 and completion of the remaining homes according to the following schedule:
 - 12/31/2019 – one or more homes
 - 12/31/2020 – two or more homes
 - 12/31/2021 – three or more homes
 - 12/31/2022 – four or more homes
 - 12/31/2023 – five or more homes
 - 12/31/2024 – six or more homes
 - 12/31/2025 – seven or more homes
 - 12/31/2026 – eight or more homes
 - 12/31/2027 – nine or more homes
 - 12/31/2028 – ten homes