

AGENDA
HARMONY CITY COUNCIL
Regular Meeting

November 12, 2019
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. Sheriff Report
5. Reports
 - a. Southern Minnesota Initiative Foundation
 - b. Harmony Fire Relief Association
 - c. MNDOT Snow Removal Agreement
 - d. Hwy 52 Speed Sign
 - e. Building & Maintenance Report
 - f. EDA Board
 - g. Park Board
 - h. Library Board
 - i. Arts Board
6. Consider Close Meeting per MN Statute 13D.05 Subd 3a
7. Adjourn

**BACKGROUND INFORMATION
HARMONY CITY COUNCIL
REGULAR MEETING**

**November 12, 2019
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 #44004.
 - f. Sheriff Report-See September Report.
5. Reports
 - a. SMIF-Jennifer Nelson will be present to give a SMIF update.
 - b. Harmony Fire Relief Association-Consider approval of fire pension change increase from \$950/year of service to \$1,000/year of service. Consider approval for \$10,000 donation from HFRA for future fire equipment.
 - c. MNDOT Snow Removal Agreement-Consider snow removal contract. Consider Resolution 19-09.
 - d. Hwy 52 Speed Sign-Consider installation quote. Consider Resolution 19-07. Consider Permit to Submit. Discuss update on possible grant.
 - e. Building & Maintenance Report-Discuss and consider sale of trailer jetter.
 - f. EDA Board-Update on Dairyland Project. Update land sale. Consider Resolution 19-08 for BDPI Grant. Discuss orderly annexation-see draft resolution. Consider approval of Letter of Understanding for Dairyland Power. Update on street/utility extension-see enclosed estimate. See project timeline for reference/informational.
 - g. Park Board-Discuss redesign of equipment. Consider request from park board to use \$15,000 from Donnie Wilken Estate for community center playground equipment project. Update on splash pad project.
 - h. Library Board
 - i. Arts Board
6. Consider Close Meeting per MN Statute 13D.05 Subd 3a-Jerome Illg
7. Adjourn

A Regular meeting of the Harmony City Council was called to order by Mayor Steve Donney at 7:00 PM. Present were Mayor Donney, Councilmembers Debbie Swenson, Tony Webber, Steve Sagen and Lynn Mensink; Attorney Greg Schieber, Administrator Jerome Illg, Engineer Brett Grabau, Chris Johnson, Terry Bigalk, Melissa VanderPlas, Hannah Wingert and Eileen Schansberg, as well as many residents of the Community present for the Public Hearing. Mayor Donney closed the meeting and opened the PUBLIC HEARING for the 2020 STREET IMPROVEMENT Project.

Stantec Engineer Brett Grabau explained in depth the proposed Street & Utility Improvements for 2020. The proposed areas were:

- Area 1: First Ave SE (Center Street to Dead End South of 6th Street, including 6th Street SE)
- Area 2: Third Street SE (Main Avenue to Dead End East of 7th Ave SE)
- Area 3: Halverson and Hahn Additions (Portions of 5th Ave SE, 6th Street SE and 7th Ave SE)
- Area 4: 4th Ave SE (2nd Street SE to 3rd Street SE)
- Area 5: Well House No. 1 Alley
- Area 6: Methodist Church City Parking Lot
- Area 7: Garden Road (TH 139 to Brush Dump Drive)
- Area 8: Fire Hall Parking Lot
- Area 9: Visitor Center Parking Lot

The Public was given the opportunity to asked questions or raise concerns regarding the proposed project. Upon no further questions or concerns Mayor Donney closed the PUBLIC HEARING and re-opened the COUNCIL MEETING at 8:12 PM.

PUBLIC FORUM:

Doug Ofstedal expressed concerns to the Council regarding debris that always ends up in his driveway especially after a heavy rainfall. Ofstedal inquired if the design of the street could be done differently to prevent the problem. Mayor Donney asked Engineer Grabau to take a look at the area.

CONSENT AGENDA:

Motion by Swenson and seconded by Webber to approve the Consent Agenda which consisted of the minutes to the September 10, 2019 meeting, the Claims, Administrator's Report, Financial Report, Cashing CD #44003 into the General Fund, appointing Kylie Fenton to the Arts Board to fill Collen Dahle's term expiring 12/31/19, and approve the bank transfer of \$7,500 contribution and Fire State Aid \$16,654.69 to Fire Relief Association. All present voting yes. Motion carried.

2020 STREET & UTILITY IMPROVEMENTS:

Motion by Donney and seconded by Webber to start the Design Process with Stantec reserving the right to revise Stantec's Design Construction Fee Agreement to reflect the areas final approval for reconstruction. Change orders will be charged as progressed. All present voting yes. Motion carried.

Councilmember Webber had concerns in doing the entire project this year. His feelings were to do only the first four areas. Discussion on the costs to borrow money were favorable at this time. Motion by Swenson and seconded by Sagen to do all areas except #7: Garden Road. All present voting yes. Motion carried.

Councilmember Webber left the meeting at 9:00 PM.

BUILDING & MAINTENANCE:

Administrator Illg discussed a meeting by the League of Minnesota Cities Insurance Trust that they recommend doing annual roof inspections, which the city does. The Community Center roof and gutter repairs have been completed and the tuck pointing is complete at the Visitor Center.

EDA REPORT:

Recommended a Revolving Loan in the amount of \$25,000 over a period of 10 years at 5% for the renovation of a vacant building on Main Avenue. The EDA would have 1st position on the building. Motion by Swenson and seconded by Mensink to approve the loan. All present voting yes. Absent was Webber. Motion carried.

Recommended the purchase of 8.2 acres on the east side of the Industrial Park at a cost of \$115,000 to allow for future expansion due to the pending sale of some land to Dairyland. Motion by Donney and seconded by Mensink to approve the purchase. All present voting yes. Absent was Webber. Motion carried.

Checking into vehicle Charging stations.

A Council welcome was extended to the new Chamber Director Melissa VanderPlas.

PARK BOARD:

Meeting next week.

LIBRARY BOARD:

Purchased a new computer from SELCO.

Program coming up on October 16th, How to Track your Family Tree.

ARTS BOARD:

Working on a CANVAS and KOOLAID Project for the Children but not scheduled as of yet. Postponed the Poet Jam until Spring.

INCIDENTALS:

The County mobile speed sign is sitting on the north side of town by Morem Street. It was recommended to move it farther north to the edge of town by Industrial BLVD. Administrator Illg explained that he has been in contact with Fillmore County Public Health (who is working with MNDOT) to help finance the speed signs approved at an earlier meeting thru a grant. The council tabled this for another month.

Upon no further business, Mayor Donney adjourned the meeting.

Mayor Steve Donney

Eileen Schansberg, Deputy Clerk

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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	Pension contribution	\$264.00
General Fund		Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union health insurance	\$3,720.00
General Fund		Union Dues	IUOE LOCAL #49	Union dues	\$105.00
General Fund		NCPERS Insurance	NCPERS GROUP LIFE INS	511800	\$48.00
General Fund		Life Insurance	USABLE LIFE	101421301G	\$75.10
General Fund	Administration	General Operating Supplies	1 SOURCE	Notary Stamp-Eileen	\$22.60
General Fund	Administration	General Operating Supplies	1 SOURCE	Dater Stamp-City of Harmony	\$54.41
General Fund	Administration	General Operating Supplies	1 SOURCE	paper,toner,tape,ribbon	\$141.39
General Fund	Administration	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-van	\$14.80
General Fund	Administration	Repair/Maint Vehicles	TORGERSON AUTO	struts/AC leak/2 tires/oil chg-VAN	\$785.74
General Fund	Civil Defense	Telephone	HARMONY TELEPHONE COMPANY	Sirens/DSL Phone	\$90.25
General Fund	Community Center	Building Repair Materials	DAKOTA SUPPLY GROUP	faucet cartridge replacement	\$24.32
General Fund	Community Center	Building Repair Materials	DALCO	Mirror for restroom	\$64.04
General Fund	Community Center	Building Repair Materials	VIS PLUMBING	thermostat for Gym	\$195.00
General Fund	Community Center	Building Repair Materials	WHV, INC	Comm Ctr gutter damage repairs	\$11,379.33
General Fund	Community Center	Cleaning Supplies	DALCO	paper towels/paper hand towels	\$225.76
General Fund	Community Center	Cleaning Supplies	DALCO	degreaser/cleaner	\$52.92
General Fund	Community Center	Cleaning Supplies	DALCO	cleaning/bathroom supplies	\$140.82
General Fund	Community Center	Cleaning Supplies	HARMONY FOODS	cleaning supplies/distilled water	\$8.16
General Fund	Community Center	Contractual Services	CUSTOM COMMUNICATIONS, INC	Fire Alarm annual inspection	\$780.00
General Fund	Community Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Comm Ctr	\$750.42
General Fund	Community Center	Gas Utilities	MINNESOTA ENERGY	Comm Ctr gas service	\$255.84
General Fund	Community Center	General Operating Supplies	KINGSLEY MERCANTILE	screws	\$3.92
General Fund	Community Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chevy pickup	\$50.81
General Fund	Community Center	Other Equipment	FIRST SUPPLY LLC	Water heater-Comm Ctr	\$2,936.49
General Fund	Community Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Comm Ctr	\$45.72
General Fund	Community Center	Telephone	HARMONY TELEPHONE COMPANY	Admin Phone/DSL	\$219.58
General Fund	Community Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Comm Ctr	\$30.13
General Fund	Community Events	Dues	HARMONY CHAMBER OF COMMERCE	Golden Happenings Dues	\$75.00
General Fund	Community Events	General Operating Supplies	DEKERYEL, DENNIS	2-6 ft tables reimbursed	\$484.23
General Fund	Community Events	General Operating Supplies	DOWE, BETTY	Chirstmas tree lights	\$13.00
General Fund	Community Events	General Operating Supplies	HARMONY FOODS	Cocoa and Cups	\$13.33
General Fund	Community Events	General Operating Supplies	KINGSLEY MERCANTILE	hot pot	\$17.79
General Fund	Community Events	Program Services	HARMONY CHAMBER OF COMMERCE	Christmas Tree participation	\$30.00
General Fund	Ice & Snow Removal	Equipment Parts	PRESTON AUTO PARTS	oil filter	\$55.89
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-skid loader	\$38.71

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	PRESTON AUTO PARTS	oil-7	\$122.43
General Fund	Ice & Snow Removal	Repair/Maint Machinery/Equip	IRONSIDE TRAILER SALES & SERVI	repair plow bracket	\$92.00
General Fund	Legal Services	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	legal services for Oct	\$1,029.50
General Fund	Personnel Administration	General Operating Supplies	CULLIGAN	Wellness program	\$80.90
General Fund	Personnel Administration	General Operating Supplies	SCHANSBERG, EILEEN	wellness program	\$44.33
General Fund	Personnel Administration	Uniforms	JOHNSON, CHRIS	clothing allowance	\$287.40
General Fund	Personnel Administration	Uniforms	WHALEN, COREY	clothing allowance	\$48.98
General Fund	Personnel Administration	Uniforms	WHALEN, COREY	Clothing allowance	\$100.00
General Fund	Police Department	Contractual Services	FILLMORE COUNTY SHERIFF	Qtrly Sheriff's contract	\$21,917.44
General Fund	Police Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Squad	\$237.02
General Fund	Police Department	Repair/Maint Vehicles	DECORAH CHRYSLER	reposition & install new sensor	\$150.00
General Fund	Police Department	Telephone	HARMONY TELEPHONE COMPANY	Police Phone	\$46.35
General Fund	Public Works Buildings	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Shop	\$145.69
General Fund	Public Works Buildings	Gas Utilities	MINNESOTA ENERGY	shop gas service	\$44.89
General Fund	Public Works Buildings	General Operating Supplies	KINGSLEY MERCANTILE	shop supplies	\$29.85
General Fund	Public Works Buildings	General Operating Supplies	KINGSLEY MERCANTILE	duct tape/extention cord	\$42.98
General Fund	Public Works Buildings	General Operating Supplies	MISSISSIPPI WELDERS SUPPLY CO	CO2 cylinders	\$53.01
General Fund	Public Works Buildings	General Operating Supplies	PRESTON AUTO PARTS	gloves/lamp/knife	\$26.26
General Fund	Public Works Buildings	General Operating Supplies	PRESTON AUTO PARTS	lamp	\$3.29
General Fund	Public Works Buildings	General Operating Supplies	PRESTON AUTO PARTS	lamp	\$3.29
General Fund	Public Works Buildings	Motor Fuels/Lubricants	KINGSLEY MERCANTILE	motor oil	\$9.78
General Fund	Public Works Buildings	Repair/Maint Bldg/Structures	SPRING VALLEY OVERHEAD DOOR	new cables on door	\$136.20
General Fund	Public Works Buildings	Sewer Utilities	AL LARSON & SONS, INC	Septic pumping	\$200.00
General Fund	Public Works Buildings	Small Tools and Minor Equip	KINGSLEY MERCANTILE	garbage can/knife/drill pump	\$52.47
General Fund	Public Works Buildings	Telephone	HARMONY TELEPHONE COMPANY	Shop DSL	\$44.95
General Fund	Public Works Buildings	Water Utilities	HARMONY PUBLIC UTILITIES	water-Shop	\$21.06
General Fund	Streets	General Notices and Pub Info	BLUFF COUNTRY NEWSPAPER GROUP	2020 Imp project	\$41.50
General Fund	Streets	General Operating Supplies	KINGSLEY MERCANTILE	screw	\$0.65
General Fund	Streets	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-1 ton	\$82.70
General Fund	Tourism Programs	Lodging Tax	HARMONY CHAMBER OF COMMERCE	Lodging Tax Country Lodge	\$1,647.30
General Fund	Tourism Programs	Lodging Tax	HARMONY CHAMBER OF COMMERCE	Lodging Tax Asahi Loft	\$311.73
General Fund	Visitor Center	Cleaning Supplies	DALCO	cleaning/bathroom supplies	\$83.28
General Fund	Visitor Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Vis Ctr	\$113.86
General Fund	Visitor Center	Gas Utilities	MINNESOTA ENERGY	Vis Ctr gas service	\$62.24
General Fund	Visitor Center	General Operating Supplies	KINGSLEY MERCANTILE	batteries/grease	\$27.47
General Fund	Visitor Center	Landscaping Materials	KINGSLEY MERCANTILE	light bulbs	\$24.58
General Fund	Visitor Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chevy pickup	\$50.81
General Fund	Visitor Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Vis Ctr	\$47.39

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
General Fund	Visitor Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Vis Ctr	\$31.23
Fund 101 General Fund					\$50,707.31
Fund 211 Library Fund					
Library Fund	Library	Computer Supplies	AMAZON CAPITAL SERVICES	Display port cord	\$20.59
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audio books	\$32.99
Library Fund	Library	Media-Books	AMAZON CAPITAL SERVICES	childrens book	\$13.94
Library Fund	Library	Media-Books	BAKER & TAYLOR	books	\$94.01
Library Fund	Library	Media-Books	BAKER & TAYLOR	books	\$31.29
Library Fund	Library	Media-Books	BAKER & TAYLOR	books	\$126.94
Library Fund	Library	Media-Books	BAKER & TAYLOR	books	\$308.00
Library Fund	Library	Media-Books	BAKER & TAYLOR	books	\$18.38
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$319.71
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$24.37
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVD	\$13.29
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$129.47
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$18.28
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$26.65
Library Fund	Library	Office Accessories	KINGSLEY MERCANTILE	paint	\$128.92
Library Fund	Library	Office Equip	AMAZON CAPITAL SERVICES	Monitor for Circ Computer	\$147.99
Library Fund	Library	Office Equip	AMAZON CAPITAL SERVICES	protection plan for monitor	\$21.99
Library Fund	Library	Printed Forms	SOUTHEASTERN LIBRARIES COOP	mailers & SMS notices	\$14.63
Library Fund	Library	Program Supplies	HARMONY FOODS	craft supplies	\$3.28
Library Fund	Library	Program Supplies	ORIENTAL TRADING CO., INC	bulletin board supplies	\$9.08
Library Fund	Library	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Basic services & PC support	\$589.32
Library Fund	Library	Telephone	HARMONY TELEPHONE COMPANY	Library Phone	\$45.73
Fund 211 Library Fund					\$2,138.85
Fund 222 Fire Fund					
Fire Fund	Fire Department	Motor Fuels/Lubricants	KWIK TRIP, INC	diesel-Fire	\$36.72
Fire Fund	Fire Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	diesel-Fire	\$25.95
Fire Fund	Fire Department	Small Tools and Minor Equip	CLAREY S SAFETY EQUIPMENT, INC	battery charger/20 amp auto Eject	\$860.65
Fire Fund	Fire Department	Taxes, Licenses & Permits	STATE FIRE MARSHALL	Fireworks recertification -Larry Nolan	\$100.00
Fire Fund	Fire Stations and Bldgs	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Firehall	\$240.55
Fire Fund	Fire Stations and Bldgs	Gas Utilities	MINNESOTA ENERGY	Fire hall gas service	\$32.25
Fire Fund	Fire Stations and Bldgs	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Firehall	\$24.85
Fire Fund	Fire Stations and Bldgs	Telephone	HARMONY TELEPHONE COMPANY	Fire Phone	\$44.60
Fire Fund	Fire Stations and Bldgs	Water Utilities	HARMONY PUBLIC UTILITIES	water-Firehall	\$16.38

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 222 Fire Fund					\$1,381.95
Fund 223 Ambulance Fund					
Ambulance Fund	Ambulance Service	Financial Services Fees	EXPERT T BILLING	Sept billing services	\$560.00
Ambulance Fund	Ambulance Service	Medical Supplies	ELAN FINANCIAL SERVICES	Epi pens (2) Gundersen	\$273.00
Ambulance Fund	Ambulance Service	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	medical supplies	\$329.99
Ambulance Fund	Ambulance Service	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	medical oxygen	\$35.01
Ambulance Fund	Ambulance Service	Motor Fuels/Lubricants	KWIK TRIP, INC	diesel-Amb	\$221.50
Ambulance Fund	Ambulance Service	Telephone	VERIZON WIRELESS	Cell Service-Amb	\$47.84
Ambulance Fund	Ambulance Service	Training Fees	ELAN FINANCIAL SERVICES	EMS Conference S Grabau	\$35.00
Ambulance Fund	Ambulance Service	Training Fees	ELAN FINANCIAL SERVICES	EMS Conference T Bigalk	\$35.00
Ambulance Fund	Ambulance Service	Training Fees	MAYO CLINIC AMBULANCE	Intercept chg DK	\$196.90
Ambulance Fund	Ambulance Service	Training Fees	SCHANSBERG, EILEEN	mileage- 4 EMTs to PACE LaX	\$61.48
Fund 223 Ambulance Fund					\$1,795.72
Fund 251 Park Fund					
Park Fund	Parks	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Parks	\$213.86
Park Fund	Parks	General Operating Supplies	KINGSLEY MERCANTILE	park necessities	\$54.38
Park Fund	Parks	General Operating Supplies	KINGSLEY MERCANTILE	RV anti-freeze	\$47.88
Park Fund	Parks	General Operating Supplies	KINGSLEY MERCANTILE	Anti-freeze/ball valve/bushing	\$81.75
Park Fund	Parks	Landscaping Materials	KINGSLEY MERCANTILE	fertilizer/grass seed	\$79.98
Park Fund	Parks	Motor Fuels/Lubricants	KWIK TRIP, INC	gas-mower	\$16.51
Park Fund	Parks	Other Rentals	ON SITE SANITATION	final on portable toilet	\$18.50
Park Fund	Parks	Other Rentals	ON SITE SANITATION	monthly portable toilet fee	\$74.00
Park Fund	Parks	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Parks	\$121.50
Park Fund	Parks	Water Utilities	HARMONY PUBLIC UTILITIES	water-Parks	\$160.12
Fund 251 Park Fund					\$868.48
Fund 601 Water Fund					
Water Fund	Water Utility Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine cylinders	\$5.00
Water Fund	Water Utility Operation	Gas Utilities	MINNESOTA ENERGY	Pumphouses gas service	\$38.66
Water Fund	Water Utility Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Water Testing Lab Fees	\$40.00
Water Fund	Water Utility Operation	Landscaping Materials	MINNOWA CONSTRUCTION, INC	Straw blanket water repairs	\$35.00
Water Fund	Water Utility Operation	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Qtrly Safety management	\$808.33
Water Fund	Water Utility Operation	Repair/Maint Other Equipment	BLUFF COUNTRY COMPUTER WORKS	Computer mouse repair	\$30.00
Water Fund	Water Utility Operation	Repair/Maint Other Improve	MCCARTHY WELL COMPANY	Well Inspections	\$795.00
Water Fund	Water Utility Operation	Repair/Maint Other Improve	TLC EXCAVATING	replae curb box 5th Ave SE	\$500.00
Water Fund	Water Utility Operation	Small Tools and Minor Equip	KINGSLEY MERCANTILE	torch kit/gloves	\$56.98

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Water Fund	Water Utility Operation	Small Tools and Minor Equip	PRESTON AUTO PARTS	utility pump	\$89.99
Water Fund	Water Utility Operation	Taxes, Licenses & Permits	MN DEPT OF HEALTH	Water License-Corey Whalen	\$23.00
Water Fund	Water Utility Operation	Travel Expenses	WHALEN, COREY	mileage to Chatfield for water test	\$30.74
Fund 601 Water Fund					\$2,452.70
Fund 602 Sewer Fund					
Sewer Fund		F/A-Other Equipment	STATELINE ICF	generator pad at WW plant	\$1,500.00
Sewer Fund	Sewer Administration	Software Service Fees	WIN-911 SOFTWARE	Tech support for WWTP Software	\$739.00
Sewer Fund	Sewer Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine cylinders	\$10.00
Sewer Fund	Sewer Operation	Chemicals and Chem Products	TEAM LABORATORY CHEM. CORP.	root killer	\$2,467.00
Sewer Fund	Sewer Operation	Cleaning Supplies	HARMONY FOODS	bathroom Tissue/detergent	\$17.28
Sewer Fund	Sewer Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-WWTP/Lifts	\$1,657.74
Sewer Fund	Sewer Operation	Equipment Parts	HAMMELL EQUIPMENT	WW plant parts	\$71.67
Sewer Fund	Sewer Operation	Gas Utilities	MINNESOTA ENERGY	WWTP gas service	\$245.25
Sewer Fund	Sewer Operation	General Operating Supplies	KINGSLEY MERCANTILE	white out/light bulb	\$8.98
Sewer Fund	Sewer Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Wastewater Testing Lab Fees	\$1,542.10
Sewer Fund	Sewer Operation	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Qtrly Safety management	\$808.33
Sewer Fund	Sewer Operation	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-1 ton	\$82.71
Sewer Fund	Sewer Operation	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-WWTP	\$2,094.48
Sewer Fund	Sewer Operation	Small Tools and Minor Equip	USA BLUEBOOK	Hi Flow filters	\$476.89
Sewer Fund	Sewer Operation	Telephone	HARMONY TELEPHONE COMPANY	Lift Stations Dialer/DSL Phone	\$159.05
Sewer Fund	Sewer Operation	Travel Expenses	ELAN FINANCIAL SERVICES	lodging WW School T Bigalk	\$320.97
Sewer Fund	Sewer Operation	Utility Maint Materials	METROPOLITAN COMPOUNDS, INC	root killer	\$258.70
Sewer Fund	Sewer Operation	Water Utilities	HARMONY PUBLIC UTILITIES	water-WWTP	\$1,379.61
Fund 602 Sewer Fund					\$13,839.76
Fund 603 Solid Waste Fund					
Solid Waste Fund	Solid Waste Operation	Refuse/Garbage Disposal	WASTE MANAGEMENT	2nd Dumpster storm refuse	\$550.49
Fund 603 Solid Waste Fund					\$550.49
Fund 604 Electric Fund					
Electric Fund		Utility Deposits	UTILITY DEPOSIT REFUND	Refund deposit from Traditions C Fairbairn	\$75.00
Electric Fund		Utility Deposits	UTILITY DEPOSIT REFUND	deposit toward utilities M Bangs	\$150.00
Electric Fund	Electric Utility Operation	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$61,060.90
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-pumphouses	\$857.22
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Town Clock	\$13.31
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Streetlights	\$1,254.98
Electric Fund	Electric Utility Operation	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Qtrly Safety management	\$808.34

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Electric Fund	Electric Utility Operation	Miscellaneous	ENERGY REBATE	Energy Rebate-Shelle Johnson	\$150.00
Electric Fund	Electric Utility Operation	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-ford pickup	\$72.12
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	locates/no locates	\$117.45
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	disconnect for Gas Leak (Old Legion) for fi	\$780.00
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	retired old overhead SE side	\$4,767.50
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	new service hook up Football field	\$1,098.42
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	T & R ELECTRIC	PCB analysis	\$40.00
Electric Fund	Electric UtilityAdministratio	Deposit Interst Paid	UTILITY DEPOSIT REFUND	int on deposit C Fairbairn	\$1.83
Fund 604 Electric Fund					<u>\$71,247.07</u>
Fund 605 Storm Water Fund					
Storm Water Fund	Storm Water Operation	Motor Fuels/Lubricants	KWIK TRIP,INC	diesel-sweeper	<u>\$95.16</u>
Fund 605 Storm Water Fund					<u>\$95.16</u>
Fund 620 Economic Development Authority					
Economic Development	Economic Development	Contractual Services	COMPEER FINANCIAL	Bike Trail Land appraisals	\$5,500.00
Economic Development	Economic Development	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	legal services for Oct	\$333.50
Economic Development	Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA Phone	<u>\$24.01</u>
Fund 620 Economic Development Authority					<u>\$5,857.51</u>
					<u>\$150,935.00</u>

ADMINISTRATOR'S REPORT

For the Period October 8, 2019 to November 12, 2019

ADMINISTRATION

Received approval from signed USDA paperwork to proceed with projects for generator at WWTP and for motorized scissor lift. Lift has been ordered and received. Attended lift training. Generator has arrived for wastewater plant. Will be installing soon.

Will be ordering trees in spring for community center and parks since construction was completed late. The school has agreed to pay half by community center.

Reviewed properties for ordinance violations with deputy. Mailed 25 notices. Review of properties and follow up has occurred with deputy again. Deputy will be contacting remaining ordinance violators.

Coordinated splash pad project with committee, park board, and engineer.

Mailed delinquent notices for annual outstanding amounts for fire, ambulance, and utilities that we may need to assess to properties.

Administered conference call with park board members and playground vendor for community center playground equipment.

Coordinated several items for Dairyland Power project. Engineering, Annexation, TIF, etc.

Mailed out liquor license renewal for distillery.

Generated list of common ordinance violations for deputies so they can coordinate with court system to get them get up in their e-ticket system.

UTILITY/BUILDING COMMITTEE

MNDOT has finished up mill and overlay on TH139 from Hwy 52 to State Line in 2017. MNDOT had hoped to be closing out project soon for remaining funds determination. They are now not responding back to my emails about closing out the project. We could owe additional funds since we paid in advance based upon an estimate or we could receive funds back from our advance. Suggestions?

The southeast electric loop and electrical by the football field/North Park is complete.

Notices were sent in utility bills for new winter parking ordinance.

Completed tuckpointing repairs on visitor center. Awaiting estimates for painting.

Finished repairs on gutters at community center. Contractor will be installing snow guards on community center roof soon to prevent further gutter damage.

City of Harmony
Cash Balance Report
September 2018 and September 2019

Fund Description	September-18	September-19
General Fund	738,738.17	687,331.36
Revolving Loan Fund	93,532.22	92,507.40
Commercial Rehab Fund	11,906.70	12,000.10
Library Fund	(16,930.33)	(7,763.14)
Fire Fund	25,999.54	38,706.86
Ambulance Fund	105,985.06	83,844.37
Park Fund	57,268.52	38,953.67
Arts Fund	2,330.20	3,982.91
GO Improvement 2010A-3rd St SW	36,411.14	43,162.64
GO Tax Abatement 2013A-Comm Cntr	25,765.47	28,627.22
GO Improvement 2013B-Heritage Grove	9,351.98	12,152.21
GO Improvement 2014A-1st Ave SW	6,255.17	27,360.82
GO Improvement 2017A-Various	53,547.72	84,489.82
Capital Projects Fund	856,429.22	732,435.43
TIF District #5-Antique Mall	7,764.15	-
TIF District #6-HECO	7,051.77	7,362.06
2017 Street and Utility Project	(7,027.15)	-
Water Fund	202,803.96	233,394.90
Sewer Fund	54,511.62	22,270.12
Solid Waste Fund	7,652.99	10,488.06
Electric Fund	653,590.21	585,484.70
Storm Water Fund	10,415.44	12,256.52
Economic Development Fund	82,544.83	150,233.22
Total	<u>3,025,898.60</u>	<u>2,899,281.25</u>

FILLMORE COUNTY SHERIFF



Office of the FILLMORE COUNTY SHERIFF

JOHN DEGEORGE Sheriff
LANCE BOYUM Chief Deputy
901 Houston St. NW
PRESTON, MN 55965-1080

Tel: 507-765-3874
Emergency Dial 911
Fax: 507-765-2703

Date: October 1, 2019
To: Harmony City Council
From: Jason Harmening, Deputy Sheriff
John DeGeorge, Fillmore County Sheriff
Re: October 2019 Monthly Council Report (September Stats)

Calls for Service / Patrol Activity:

Reported Date	Title	St Name
2019-09-01	Driving Complaint	HWY 52
2019-09-02	Ambulance	MAIN AVE
2019-09-02	Suspicious Activity	BRUSH DUMP
2019-09-03	Ambulance	1ST AVE
2019-09-03	Animal Complaint	2ND AVE
2019-09-04	Assist	MAIN AVE
2019-09-05	Harassment	MAIN AVE
2019-09-05	Welfare Check	2ND AVE
2019-09-05	Ambulance	1ST ST
2019-09-09	Ambulance	MAIN AVE
2019-09-11	Assist	2ND ST
2019-09-11	Assist	HWY 52
2019-09-11	Crash	MAIN AVE
2019-09-11	Court Order Violation	4th STREET
2019-09-12	Welfare Check	2ND ST
2019-09-13	Ambulance	MAIN AVE

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Emergency Dial 911
Fax: 507-765-2703

2019-09-13	Fires	1st AVE
2019-09-14	Ambulance	MAIN AVE
2019-09-14	Animal Complaint	HWY 139
2019-09-15	Ambulance	COUNTY 22
2019-09-15	Fires	CENTER ST
2019-09-16	Criminal Damage to Property	2ND AVE
2019-09-17	Ambulance	2ND AVE
2019-09-18	Traffic	HWY 52
2019-09-18	Traffic	HWY 52
2019-09-19	Animal Complaint	5th ST
2019-09-19	Parking Complaint	2nd AVE
2019-09-19	Animal Complaint	1ST AVE
2019-09-19	Animal Complaint	1ST AVE
2019-09-20	Alarm	HWY 52
2019-09-20	Animal Complaint	2ND ST
2019-09-20	Suspicious Activity	2nd ST
2019-09-20	Suspicious Activity	MAIN AVE
2019-09-20	Special Events	MAIN ST
2019-09-20	Special Events	MAIN ST
2019-09-20	Ambulance	MAIN AVE
2019-09-20	Traffic	HWY 52
2019-09-21	Ambulance	1ST AVE
2019-09-21	Suspicious Activity	HWY 52
2019-09-22	Disorderly Conduct	MAIN AVE
2019-09-22	Assist	1ST AVE SE
2019-09-23	Ambulance	MAIN AVE

FILLMORE COUNTY SHERIFF



Office of the FILLMORE COUNTY SHERIFF

JOHN DEGEORGE Sheriff
LANCE BOYUM Chief Deputy
901 Houston St. NW
PRESTON, MN 55965-1080

Tel: 507-765-3874
Emergency Dial 911
Fax: 507-765-2703

2019-09-23	Assault	
2019-09-23	Ambulance	2ND AVE
2019-09-23	Ambulance	2ND AVE
2019-09-25	Ambulance	MAIN AVE
2019-09-25	Traffic	COUNTY 44
2019-09-27	Ambulance	MAIN AVE
2019-09-27	Suspicious Activity	3RD AVE
2019-09-27	Burglary	COUNTY 17
2019-09-27	MAARC	4TH ST
2019-09-27	Traffic	HWY 52
2019-09-27	Traffic	HWY 52
2019-09-28	Ambulance	1ST AVE
2019-09-29	Domestic Disturbance	2ND AVE
2019-09-29	Ambulance	MAIN AVE
2019-09-30	Welfare Check	1ST AVE
2019-09-30	Ambulance	2ND AVE

Date: October 11, 2019

Steve Donney
Mayor
225 3rd Avenue SW, P. O. Box 488
Harmony, MN 55939

FYI, in past, MNDOT would pay for snow loading on Hwy 139 and city would pay for snow hauling. I checked with Bruening who handled to see what they have billed MNDOT for snow loading in past years for Hwy 139. It is as follows:
2015 \$1,910.00
2016 \$2,257.50
2017 \$1,182.50
2018 \$980.00
2019 \$2,075.00

RE: Proposed Agreement No. 1035392
City of Harmony
State Funds
State cost compensation for snow and ice removal work performed by the local on T.H. 139.

Dear Mr. Donney:

District 6 will be pursuing a new method of payment for snow and ice removal work performed on the Trunk Highway by the City for the upcoming snow season and into the future. An agreement between the City and MnDOT will now be needed to pay for snow and ice removal. Rental rate contracts used in the past will no longer be utilized for payment. Data was collected for all non-State Aid Cities (19) in the District. Actual costs over the past six years of snow and ice removal work were analyzed and, with that information, a cost per lane mile was determined.

Transmitted herewith in duplicate is a proposed agreement with the City of Harmony. This agreement provides for payment by the State to the City for snow and ice removal performed by the City on the Trunk Highway.

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

Please return the two original signed copies of the agreement and resolution, once they have been executed by the City. A copy will be returned to the City when fully executed.

Any questions or concerns please feel free to contact me.

Sincerely,



Kyle Lake

ADE – Operations Rochester

cc: Craig Lenz File

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
FOR NON-PROFESSIONAL/TECHNICAL SERVICES**

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

Recitals

1. Minnesota Statutes §471.59 authorizes State and Governmental Unit to enter into this Agreement.
2. State is in need of snow removal on portions of Trunk Highway 139 within the city limits of Harmony.
3. Governmental Unit represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State.

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

- 1.1. **Effective Date:** This Agreement will be effective on Sept 20, 2019, or the date State obtains all required signatures under Minnesota Statutes Section §16C.05, subdivision 2, whichever is later. The Governmental Unit must not begin work under this Agreement until this Agreement has been fully executed and the Governmental Unit has been notified by State's Authorized Representative to begin work.
- 1.2. **Expiration Date:** This Agreement will expire on June 30, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 6. Liability; 7. State Audits; 8. Government Data Practices; 9. Intellectual Property Rights; and 10. Venue.
- 1.4. **Exhibits:** Exhibits A is attached and incorporated into this Agreement.

2. Scope of Work and Deliverables

- 2.1. The Governmental Unit will: Provide forces to perform snow and ice removal operations on portions of Trunk Highway 139 within the City Limits of Harmony, from Trunk Highway 52 to 3rd Street for a distance of 0.74 lane miles. The City will perform work in accordance with the "Standard Terms" contained in Exhibit A.

3. Payment

- 3.1. Consideration. State will pay for all services performed by the Governmental Unit under this Agreement as follows:

Total Obligation. The total obligation of State for all compensation and reimbursements to Governmental Unit will not exceed \$15,715.51.

Annual Cost per lane mile plus 3% increase annually

FY	Lane mile	Cost	Total
2020	0.74	\$4,000.00	\$2,960.00
2021	0.74	\$4,120.00	\$3,048.80
2022	0.74	\$4,243.60	\$3,140.26
2023	0.74	\$4,370.91	\$3,234.47
2024	0.74	\$4,502.04	\$3,331.51
Total Agreement Amount			\$15,715.04

- 3.2. Compensation. State will pay the Governmental Unit on a Fiscal Year Lump Sum basis with invoices submitted no later than June 1 of that particular Fiscal Year.

3.3. Terms of Payment

- 3.3.1. Invoices. The Governmental Unit must submit invoices for payment. The Governmental Unit will submit invoices for payment in accordance with the following schedule: Yearly and before June 1 of that particular fiscal year.
- 3.3.2. State's Payment Requirements. State will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving the Governmental Unit's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify the Governmental Unit within 10 days of discovering the error. After State receives the corrected invoice, State will pay the Governmental Unit within 30 days of receipt of such invoice.
- 3.3.3. Invoice Package Submittal. The Governmental Unit must submit the signed invoice for review and payment, to the State's Project Manager. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by State's Project Manager.
 - i. Each invoice must contain the following information: MnDOT Agreement Number, the Governmental Unit invoice number (sequentially numbered), the Governmental Unit billing and remittance address, if different from business address, and the Governmental Unit signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.

4. Agreement Personnel

4.1. State's Authorized Representative will be:

Name/Title: Kyle Lake / Assistant District Engineer
 Address: 2900 48th Street NW, Rochester, MN 55901
 Telephone: 507-286-7510
 E-Mail: kyle.lake@state.mn.us

State's Authorized Representative, or his/her successor, will monitor the Governmental Unit's performance and has the authority to accept or reject the services provided under this Agreement.

4.2. State's Project Manager will be:

Name/Title: Andrew Fishbach / Maintenance Superintendent
 Address: 2900 48th Street NW, Rochester, MN 55901
 Telephone: 507-286-7575
 E-Mail: andrew.fishbach@state.mn.us

State's Project Manager, or his/her successor, has the responsibility to monitor the Governmental Unit's performance and progress. State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of the Governmental Unit's goods or services and make recommendations to State's Authorized Representative for certification for payment of each Invoice submitted for payment.

4.3. The Governmental Unit's Authorized Representative will be:

Name/Title: Steve Donney / Mayor
 Address: 225 3rd Avenue SW, P.O. Box 488, Harmony, MN 55939
 Telephone: 507-886-2304
 E-Mail: stdonney2002@yahoo.com

5. Assignment, Amendments, Waiver and Contract Complete

- 5.1. Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

- 5.2. Amendments. Any Amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.
- 5.3. Waiver. If State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to subsequently enforce it.
- 5.4. Contract Complete. This Agreement contains all prior negotiations and agreements between State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification

- 6.1. In the performance of this Agreement by the Governmental Unit, or the Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by State, to the extent caused by the Governmental Unit's: 1) Intentional, willful, or negligent acts or omissions; or 2) Actions that give rise to strict liability; or 3) breach of contract or warranty.
- 6.2. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for State's failure to fulfill its obligation under this Agreement.

7. State Audits

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

8. Government Data Practices

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

9. Intellectual Property Rights

- 9.1. Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by the Governmental Unit, its employees, agents and subcontractors, either individually or jointly with others in the performance of this Agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by the Governmental Unit, its employees, agents or subcontractors, in the performance of this Agreement. The Documents will be the exclusive property of State and the Governmental Unit upon completion or cancellation of this Agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Governmental Unit assigns all right, title and interest it may have in the Works and the Documents to State. The Governmental Unit must, at the request of State, execute all papers and perform all other acts necessary to transfer or record State's ownership interest in the Works and Documents.
- 9.2. Obligations

- 9.2.1. Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Governmental Unit, including its employees and subcontractors, in the performance of this Agreement, the Governmental Unit will immediately give State's Authorized Representative written notice thereof, and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.
- 9.2.2. Representation. The Governmental Unit must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State, and that neither the Governmental Unit, nor its employees, agents nor subcontractors retain any interest in and to the Works and Documents. The Governmental Unit represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 6, the Governmental Unit will indemnify, defend, to the extent permitted by the Attorney General, and hold harmless State, at the Governmental Units expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Governmental Unit will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Governmental Unit's or State's opinion is likely to arise, the Governmental Unit must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

10. Venue

- 10.1. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

- 11.1. Termination. State or the Commissioner of Administration may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the Governmental Unit.
- 11.2. Termination for Insufficient Funding. State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide the Governmental Unit notice of the lack of funding within a reasonable time of State's receiving that notice.
- 11.3. Suspension. State may immediately suspend this Agreement in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by the Governmental Unit during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

12. Additional Provisions

- 12.1. NONE

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Governmental Unit

The Governmental Unit certifies that the appropriate person(s) have executed the contract on behalf of the Governmental Unit as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

EXHIBIT A – STANDARD TERMS

STANDARD TERMS FOR ROADWAY MAINTENANCE

1. The Other Agency will perform roadway maintenance in accordance with the specifications and guidelines in the current "MnDOT Maintenance Manual."
2. Unless otherwise provided in this Agreement, the Other Agency is not required to perform extraordinary maintenance or reconstruction. The Other Agency should notify MnDOT immediately if it becomes aware of any maintenance, not covered by this Agreement that should be addressed immediately to prevent the risk of serious injury to the public.
3. The Other Agency will perform traffic control in accordance with Minnesota Manual on Uniform Traffic Control Devices.

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Resolution 19-09

A RESOLUTION AUTHORIZING OFFICERS TO SIGN AGREEMENT

IT IS RESOLVED that the City of Harmony enter into MnDOT Agreement No. 1035392 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City for the State's share of the costs of the snow and ice removal on Trunk Highway No. 139 from Trunk Highway No. 52 to 3rd Street within the corporate City limits.

IT IS FURTHER RESOLVED that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Harmony at an authorized meeting held on the 12th day of November 2019, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2019

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

Steps Remaining to Complete Dynamic Speed Sign Installation:

1. The council will need to approve a resolution, installation quote (MNDOT approved vendor), and MNDOT right of way work permit.
2. Await MNDOT permit approval.
3. Order signs once we have received MNDOT permit approval.
4. Install signs. It will probably be spring by the time we have all approvals and receive sign order.
5. Program signs.

Resolution 19-07

**A RESOLUTION REQUESTING DYNAMIC SPEED DISPLAY SIGNS ON
HIGHWAY 52**

WHEREAS, new dynamic speed display signs require approval from the Minnesota Department of Transportation (MNDOT); and

WHEREAS, the City has identified the reduced speed along Highway 52 on the north and east side entrances into Harmony with high traffic speed; and

WHEREAS, the City wishes to inform drivers of their speed; and

WHEREAS, the City is formally requesting MNDOT approve the installation of the dynamic speed display signs on the northbound and southbound entrances into Harmony of Highway 52; and

WHEREAS, the City acknowledges if the requested signs are approved the City is responsible for purchasing, installation, and maintenance of sign system; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Harmony, Fillmore County, Minnesota that the City formally requests the installation of dynamic speed display signs as listed above and acknowledges it is responsible for purchasing, installation, and maintenance of dynamic speed display signs.

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

Voting for the Resolution:

Voting Against the Resolution:

Abstained from Voting:

Absent:

Motion carried and resolution adopted this 12th day of November 2019.

Steve Donney, Mayor

ATTEST:

Jerome Illg, City Administrator



4700 Lyndale Avenue North
Minneapolis, MN 55430-3638
Equal Opportunity Employer

Brian Luftman
612-369-3660 (cell)
612-521-4200 (office)
612-521-1488 (fax)
800-766-5483 (toll free)
bluftman@warninglitesmn.com

Quotation

Date 10/28/2019

Project #

Project Name City of Harmony- Speed Display Structures
Harmony, MN

Contractor: City of Harmony

Contact: Jerome Illg

Phone: 507-886-8122

Email: cityoffice@harmony.mn.us

Letting Date 10/28/2019

Start Date

End Date

5/31/2020

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Bid Amount</u>
1	INSTALL SPEED DISPLAY STRUCTURE * Sign Structure Type: 2U-1A (Double post w/ knee-brace) * Quote is for Spring of 2020 installation. * Includes hardware and mobilization.	2	EA	\$ 550.00	\$ 1,100.00

Please call Brian (612-369-3660), to untie items prior to letting.
Thank you!

Total Bid \$ 1,100.00

* The prices above includes sales tax on furnished & installed items.
* The prices above do not include a performance bond.

Please acknowledge acceptance of this quote by signing & dating below. Lack of acknowledgment may result in billing of regular prices and/or delay installation. If you have any questions concerning this quote please contact Brian Luftman (612-369-3660).

Signature

Date

ELAN CITY
 10-34 44th Drive
 Long Island City, NY 11101
 United States
 Phone. : (646) 878-6259
 Fax. : (646) 770-3906
 Email: sales@elancity.net

Shipping address:
 CITY OF HARMONY
 PO BOX 488
 HARMONY, MN 55939
 United States

Invoice address:
 CITY OF HARMONY
 PO BOX 488
 HARMONY, MN 55939
 United States

CITY OF HARMONY
PO BOX 488
HARMONY, MN 55939
United States

Quote N° S03321

Customer Reference	Quote Date	Contact	Terms of payment
	08/07/2019	Hugo BARR	

Description	QTY	Each	Disc.(%)	Ext. price
[01118] Evolis XL - 16" Radar Speed Sign EVOLIS Radar Speed Sign with; Internal Solar Power Regulator; Traffic Data Collection + Analysis Software with NO Subscription Fee; Bluetooth & Smartphone App; Mounting Kit (Mounting bar)	1.00 Unit(s)	3,000.00	0.00	\$ 3,000.00
[028] 12V 22Ah Battery 12V 22Ah Battery	2.00 Unit(s)	100.00	100.00	\$ 0.00
[0223] 80W solar panel with mounting kit and connection cables	1.00 Unit(s)	500.00	100.00	\$ 0.00
Delivery	1.00 Unit(s)	200.00	0.00	\$ 200.00
Total:				\$ 3,200.00
Taxes:				\$ 0.00
Total:				\$ 3,200.00

.....TO PLACE AN ORDER, PLEASE COMPLETE THE FOLLOWING:

.....

Title: _____ Name (First, Last): _____

Check this box: ☐

I have read, understood and agree to the terms of the Elan City Inc. :

"General Terms of Sales and Delivery - WARRANTY."

Signature: _____

Date: (m/ d/ y): __/ __/ __

and email it back to us along with your tax exempt form

CUSTOMER CONTACT INFO:

- Name: Jerome Ilig
- Phone: 5078868122
- Email: cityoffice@harmony.mn.us

IN CASE DELIVERY ADDRESS IS DIFFERENT:

- Delivery address:

ELAN CITY
 10-34 44th Drive
 Long Island City, NY 11101
 United States
 Phone. : (646) 878-6259
 Fax. : (646) 770-3906
 Email: sales@elancity.net

Description	Tax	Quantity	Unit Price	Disc.(%)	Price
<ul style="list-style-type: none"> • Contact : • Phone/ Email: <p>.....</p> <p>QUOTE PRICING AND EXPIRATION</p> <ul style="list-style-type: none"> • Quote valid until : 90 days • PROMO CODE / OFFER: <p>.....</p> <p>2-year warranty included. Taxes not included.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>GENERAL TERMS AND CONDITIONS OF SALES AND DELIVERY - WARRANTY</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>The terms and conditions as cited in this document, apply to any and all sales of radar speed signs supplied by Elan City Inc. Accessories, such as batteries, are covered by a separate and different warranty labeled "battery warranty", included below. Completion and signature of this document is a binding contract. This document must be completed and signed by buyer / client at the time of initial purchase and each future purchase of Elan City Inc. products.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>DELIVERY OF GOODS</p> <p>.....</p> <p>Upon delivery of all goods, the client is required to verify the external condition of each package. The client must refuse the entire delivery if the package(s) are not in good condition, and contact Elan City Inc immediately. The client is required to verify that the quantities noted on the packing list are in accord with those delivered. If packages are in good condition but the quantity is incomplete as to the packing list, the client must indicate this anomaly directly on the transporter's copy of the delivery-note and must immediately inform Elan City Inc. The liability of potential damage to delivered goods and / or missing packages cannot be attributed to the carrier nor to Elan City Inc. after delivery and suite to non-conformity of these instructions by the buyer.</p> <p>.....</p> <p>Good condition and correct quantity of contents of package must be verified within 5 days of delivery. The device must also be tested within these 5 days of delivery to establish its correct functionality. Beyond the 5 days, the payment cannot be contested by the buyer if the device and its accessories are found to be "dead on delivery" and / or malfunctioning and / or missing. Full payment of the complete order must be fulfilled by the buyer, within the time frame previously established on the signed contract (quote).</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>RETENTION OF TITLE</p> <p>.....</p> <p>Delivered goods shall fully remain the property of Elan City Inc. until all goods received have been fully paid for by the buyer. Payment must be made within 30 days of receiving the invoice as indicated on the signed contract (quote). In the event of late payment, a certified notice for account delinquency will be sent to the buyer, which will then allow the buyer 8 days to make full payment. Beyond this time frame, Elan City Inc. retains the right to remove the materiel from the buyer.</p> <p>.....</p>					

ELAN CITY
 10-34 44th Drive
 Long Island City, NY 11101
 United States
 Phone. : (646) 878-6259
 Fax. : (646) 770-3906
 Email: sales@elancity.net

Description	Tax	Quantity	Unit Price	Disc.(%)	Price
..... WARRANTY Delivered goods are fully covered by the warranty, including the device and its components as well as the labor and delivery fees associated with its repairs and / or replacement suite to defects approved by Elan City Inc. for a full 24 months from the date of delivery arrival, with the exception of batteries which are not covered by this warranty. (see "Battery Warranty") In the case of device malfunction, Elan City Inc. will carry out remote diagnostic checks with the client and with their approval, in order to identify any defective components (power supply, software, etc.) prior to proceeding with in-shop repairs, if needed. WARRANTY DISCLAIMER: The Warranty does not apply to any damage caused by but not exclusive to: • Vandalism, fire, falls or impact • Abuse or mishandling • Unauthorized modifications and / or unauthorized additional / replacement accessories or products • Damage caused during transportation (see clause "Delivery of Goods") • Malfunctions due to improper connection or battery cable polarity inversion • Problems suite to improper installation non-compliant to our recommendations • Problems suite to wearing parts and / or accessories including the following but not exclusive to: batteries over 6 months old, broken / worn pole straps, broken / worn pole, etc. Any repairable device, not or no longer covered by the warranty, which is returned to our after-sales service, will automatically undergo a refurbishment / repair quote, which will be submitted to the customer for acceptance or rejection. In case of rejection, the client will be liable for delivery costs and diagnostic testing costs incurred by Elan City Inc. RETURNS PROCEDURE: The client must inform the Customer Service department and describe the problem encountered in detail. The Elan City technicians will assist the client and attempt to identify the problem by performing remote diagnostic tests. If remote testing concludes defective device and / or components, the technician will attribute an RMA (Return Merchandise Authorization) or Claim Number to the customer, authorizing product return to the After Sales Service Department. This RMA / Claim number will be confirmed by email, along with a form outlining the After Sales Service Return Policy. The form must be completed, signed and dated by the client, and returned to the Elan City logistics department who will then process the request. A transportation request will then be sent by email to the customer and the removal of the package will be organized through an Elan City Inc. authorized carrier. In the case of customer refusal of the initial remote diagnostic testing, resulting in the independent and unauthorized sending of device / product(s), the devices / product(s) found non-defective, will not be covered by the warranty. The customer will then receive a quote from the After Sales Service Department for the in-shop diagnostic tests and the delivery costs for device / product(s) retrieval, the payment of which will need to be agreed upon before releasing the device / product(s). TERMS OF TRANSPORT : Failure to comply with the terms of transportation below, will cancel the RMA and the package will be returned to sender.					

Email: sales@elancity.net

Warranty active upon delivery of goods.

INSTRUCTIONS FOR COMPLETING APPLICATION FOR MISCELLANEOUS WORK ON TRUNK HIGHWAY RIGHT OF WAY (FORM 1723)

Form 1723 is for miscellaneous minor work activities on trunk highway right of way. It may be used for installation of utility customer service line connections that do not cross or parallel the roadway within the trunk highway right of way. Form 1723 is also used for repair and maintenance of existing utility facilities, installing miscellaneous guy wires and anchors, or tree trimming around utility lines. Form 1723 may also be used to place temporary obstructions on the right of way, to perform temporary relocations to accommodate construction projects, and to place objects on the trunk highway right of way under Minn. Statutes §§160.27 or 173.025.

Fill Out This Form Completely

Print (in ink) or type all information. An incomplete application will delay processing. The form can be filled out online and then printed at: <http://www.dot.state.mn.us/utility/forms.html>

- Be sure to sign it at the bottom. Submit the original form only.
- FAXES ARE UNACCEPTABLE
 - Complete each item on the application. Be specific. If any item does not apply, print "N.A." in the blank.
 - Provide a detailed location of proposed work and give reference to nearest cross streets.
- Include plans of proposed work along with detailed drawings showing type and location of work in relation to MnDOT right of way, on no larger than 11x17 sheets
- Detail any type of traffic interference this work may require and submit a traffic control plan. Detouring of the traffic from the trunk highway will not be permitted, except by special arrangements with the MnDOT District Permit office. All costs involved in the re-routing of traffic including, but not limited to, furnishing barricades, installation or rearrangement of traffic control signs, pavement marking and special flag person services will be charged to the applicant at rates set by MnDOT for the equipment, labor, and materials used.
- Indicate type, kind and size of any object to be placed on trunk highway right of way. Indicate the method of installation and equipment to be used for excavation and compaction.

Submit the complete, signed and dated application (all pages of the form) with the required plans to the MnDOT District Permit office. Contacts and addresses can be found at: <http://www.dot.state.mn.us/utility/districtcontacts.html>

After the Miscellaneous Work Permit has been approved

The applicant will be notified and a security deposit will be required. The permit will have Special Provisions and drawings indicating the construction requirements. Compliance with these instructions during the work operations is mandatory. All Permittees are responsible for the entire costs of their work activities, including proper traffic control. Work cannot be started until all permit and deposit requirements are met and you have received the approved permit.

Security Deposit

A security deposit is required for permits that authorize work in trunk highway right of way to ensure that work is completed to MnDOT's satisfaction. The actual amount required will depend on the specific situation. The District Permit Section will determine the actual amount and type of deposit to be submitted based on the specific situation. Deposits may be in the form of a certified check, cashier's check, or surety bond made payable to "State of Minnesota, Commissioner of Transportation." Deposits must be irrevocable and cannot expire. A permit will not be issued until the required deposit is received.

After construction is completed

The applicant must notify the MnDOT District Permit Office for final inspection. If the construction and all other related work is satisfactory and the turf items are re-established, the deposit will be returned to the applicant. The approved permit is a legal document and should be retained with other valuable papers.



APPLICATION FOR MISCELLANEOUS WORK ON TRUNK HIGHWAY RIGHT OF WAY

Document Management System # _____

District _____ Permit # _____

C.S. _____ T.H. _____

R.P. _____

(THIS SECTION FOR MnDOT OFFICE USE ONLY.)

**ATTACH A SKETCH OF THE PROPOSED WORK AREA AND RELATION TO TRUNK HIGHWAY.
SUBMIT TO DISTRICT PERMIT OFFICE OF MINNESOTA DEPARTMENT OF TRANSPORTATION.**

APPLICANT	TELEPHONE	ADDRESS (Street, City, State, Zip)
PARTY PERFORMING WORK	TELEPHONE	ADDRESS (Street, City, State, Zip)

LOCATION OF PROPOSED WORK (City/Township) _____ (County) _____ (Distance) _____ (N-S-E-W) _____ **SPECIFIC ROAD INTERSECTION OR LANDMARK** _____

Highway _____ in _____ Miles _____ of _____

WILL THIS FACILITY BE WITHIN TRIBAL LANDS? ☐ Yes ☐ No **IF YES, WHICH ONE?** _____

NATURE OF WORK

SURFACE TO BE DISTURBED (Check Appropriate Boxes)

☐ Roadway ☐ Shoulder ☐ Concrete ☐ Bituminous ☐ Gravel ☐ Turf Only

☐ Other (explain) _____

DEPTH OF EXCAVATION BELOW SURFACE	NUMBER & SIZE OF EXCAVATIONS	METHOD OF INSTALLATION/CONSTRUCTION
_____	_____	_____
WORK TO START ON OR AFTER	DATE WORK TO BE COMPLETED BY	IS TRAFFIC DETOUR NECESSARY? <input type="checkbox"/> Yes <input type="checkbox"/> No
(IF YES, TRAFFIC CONTROL PLAN IS REQUIRED.)		

APPLICANT'S ACCEPTANCE, WAIVER AND INDEMNIFICATION

The undersigned applicant hereby agrees to comply with applicable statutes, rules, and the standard conditions and special provisions of this permit. The applicant understands and agrees that no work in connection with this application will be started until the application has been approved and the permit issued.

The applicant is aware of circumstances or hazards that may arise while performing the work associated with this application that could result in injury, loss, damage or death, and the applicant assumes the risk of such circumstances, dangers and hazards, whether reasonably foreseeable or not.

The applicant also understands that this permit may also be subject to the approval of local road authorities having joint supervision over said street or highway, and may be subject to applicant's compliance with the rules and regulations of the Minnesota Environmental Quality Board and/or any other affected governmental agencies.

The undersigned applicant expressly agrees that except for negligent acts of the State, its agents and employees, the applicant or his/her agents or contractor shall assume all liability for, and save the State, its agents and employees, harmless from any and all claims for damages, actions or causes of action arising out of the work to be done in connection with this application and permit.

NAME AND TITLE	EMAIL ADDRESS
_____	_____
DATE	SIGNATURE
_____	_____

DO NOT WRITE BELOW THIS LINE

PERMIT NOT VALID UNLESS BEARING AUTHORIZED MnDOT SIGNATURE AND PERMIT NUMBER

AUTHORIZATION OF PERMIT

It is expressly understood that this permit is conditioned upon restoration of the trunk highway right-of-way to its original condition or to a satisfactory condition. In consideration of the applicant's agreement to comply in all respects with the applicable laws and the conditions of the Commissioner of Transportation pertaining to this permit, permission is hereby granted for the work to be performed as described in the above application, said work to be performed in accordance with the following standard conditions and special provisions:

SEE ATTACHED STANDARD CONDITIONS AND SPECIAL PROVISIONS

_____		_____		_____	
Date All Work To Be Completed By		Authorized MnDOT Signature		Date of Authorized Signature	
DISTRIBUTION	DEPOSIT REQUIREMENTS			DEPOSIT TYPE	
Original to Area Maintenance Engineer	<input type="checkbox"/> No Deposit Required			Cashier's Check # _____	
Applicant	<input type="checkbox"/> Deposit Required in the Amount of \$ _____			Certified Check # _____	
Subarea Supervisor	Date Deposit Received _____			Money Order # _____	
Roadway Regulations Supervisor	<i>Deposit to be returned upon satisfactory completion of all work</i>			Bond # _____	
DATE WORK COMPLETED					
<i>(The date when the work is completed must be reported to the MnDOT District Permits Office)</i>					

STANDARD CONDITIONS OF MISCELLANEOUS WORK PERMIT

1. The permit holder must comply with all applicable laws and regulations, including Worker's Compensation laws.
2. If work to be done lies within a city or platted town, permission must also be obtained from such city or town.
3. Where work on or near the traveled roadway is necessary, proper traffic signs, channelizing devices, warning lights, and barricades shall be erected to protect traffic, employees, and pedestrians. All traffic control devices and methods shall conform to the Minnesota Field Manual on Temporary Traffic Control Zone Layouts, Minnesota Manual on Uniform Traffic Control Devices (MMUTCD), Minnesota Standard Sign Manual, and the appropriate provisions of Standard Specification 1710.
4. Unless adequately protected by a traffic barrier, there shall be no work within the clear zone, nor shall pipe materials, equipment or other objects be stored within the clear zone as determined by the MnDOT and as defined by the latest edition of AASHTO's "Guide for Selecting Locations, and Designing Traffic Barriers".
5. Excavations must be cribbed when necessary, depending upon type of soil, in order to prevent cave-ins. All excavations, trenching and/or jacking and boring pits shall be shored or sloped in accordance with OSHA requirements.
6. No guys, stays, or any structures are to be attached to trees on trunk highway right of way.
7. No poles, anchors, anchor braces, or other construction shall be placed on the roadway shoulder or within the prescribed clear zone.
8. Installation of pipe under concrete or bituminous pavements shall be done by jacking or boring or other approved methods.
9. When open trenching or excavating in existing roadways, all subgrade, base, and surfacing materials shall be replaced with the same type, depth, and density of materials which were removed, unless approved by the Area Maintenance Engineer.
10. All work that involves trenching, backfill, or compaction must be done to MnDOT's Standard Specifications for Construction. Depending on the construction work to be performed, use of one or more of the following specifications may be needed: Excavation and Embankment 2105, Aggregate Base 2211, Aggregate Shouldering 2221, or Structural Excavation and Backfills 2451, Subgrade Preparation 2112.
Compaction methods must be approved in advance by the District Permit Office
11. If pavement or roadway is damaged, same shall be restored to a condition as good as or better than the original condition.
12. All pavements shall be replaced in accordance with State specifications.
13. If settlement occurs or excavation caves in so that replaced materials settle (bituminous mat or concrete base), same shall be restored to a condition as good as or better than the original condition.
14. No lugs shall be used on equipment traversing the road which will damage the road surface.
15. No driving onto highway from ditch or driving on shoulders will be permitted where damage will occur.
16. No foreign material such as dirt, gravel, or bituminous material shall be deposited or left on the road during any construction activities.
17. Roadside shall be cleaned to original status upon completion of work.
18. Underground construction must be so constructed as not to harm or unnecessarily destroy the root growth of specimen trees.
19. Cutting and trimming of trees within the right of way and removal of resulting stumps require prior approval of the Area Maintenance Engineer or his authorized representative.
20. If MnDOT shall make any improvements or changes upon, over, under, or along the trunk highway, then and in every case the applicant herein named shall after notice from MnDOT proceed to alter, change, vacate, or remove from trunk highway right of way said works necessary to conform with said changes without cost whatsoever to the State of Minnesota.
21. After work on a project is completed, the permit holder must notify the Area Maintenance Engineer or his authorized representative that such work has been completed and is ready for final inspection and acceptance by MnDOT.



Installation of
Dynamic Speed
Sign on east
entrance into
Harmony on Hwy
52



Installation of
Dynamic Speed
Sign on North
Entrance into
Harmony on Hwy
52

RESOLUTION 19-08

BUSINESS DEVELOPMENT INFRASTRUCTURE APPLICATION

Applicants must adopt and submit the following resolution. This resolution must be adopted prior to submission of the forms package.

BE IT RESOLVED that the City of Harmony act as the legal sponsor for project(s) contained in the Business Development Infrastructure Application to be submitted on or around December 1, 2019 and that the City Administrator (First Authorized Official) and Mayor (Second Authorized Official) are hereby authorized to apply to the Department of Employment and Economic Development for funding of this project on behalf of the City of Harmony.

BE IT FURTHER RESOLVED that the City of Harmony has the legal authority to apply for financial assistance, and the institutional, managerial, and financial capability to ensure matching funds, adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Harmony has not violated any Federal, State, or local laws pertaining to fraud, bribery, kickbacks, collusion, conflict of interest or other unlawful or corrupt practice.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of Harmony, may enter into an agreement with the State of Minnesota for the above-referenced project(s), and that it will comply with all applicable laws and regulations as stated in all contract agreements.

BE IT FURTHER RESOLVED that the non-BDPI source(s) of funds identified in the sources and uses outline in the application in the total amount of \$90,194 are committed from cash reserves and adequate to fully fund the project identified in the application.

BE IT FURTHER RESOLVED that per MN statute 116J.431 Subd 7, the City of Harmony understands the grant may be cancelled if the project identified in the Application is not proceeding within 18 months of the execution of a grant agreement, or if not complete after five years of any grant award.

The City of Harmony certifies that it will comply with all applicable laws, regulations, and rules of the Business Development Infrastructure Application.

NOW, THEREFORE BE IT RESOLVED that the City Administrator (Title of First Authorized Official) and Mayor (Second Authorized Official), or their successors in office, are hereby authorized to execute such agreements, and amendments thereto, as are necessary to implement the project(s) on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Harmony on November 12, 2019.

SIGNED:

(First Authorized Official)

Title and date

WITNESSED:

(Signature)

Title and date

SIGNED:

(Second Authorized Official)

Title and date

WITNESSED:

(Signature)

Title and date

PURCHASE AGREEMENT

November 7, 2019

THIS AGREEMENT is entered into by and between **DAIRYLAND POWER COOPERATIVE**, a Wisconsin non-stock cooperative association, Buyer, and **ECONOMIC DEVELOPMENT AUTHORITY, CITY OF HARMONY**, a municipal corporation, Seller.

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

Approximately 5.3 acres of the SW/14- NW1/4 in Section 11, T101N, R10W, City of Harmony;
Approximately 2.8 acres in the SW/14- NW1/4, in Section 11, T101N, R10W, Harmony Township, all in Fillmore County. See attached Exhibit "A". Actual survey and legal to govern.

Tax Parcel Numbers: Part of 15.0546.10 and Part of 14.0072.000

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

3. PRICE: Seller has this day agreed to sell to Buyer for the sum of ONE DOLLAR and NO/100THS (\$1.00), which Buyer agrees to pay.

4. DATE OF CLOSING: Shall be on a date agreed upon by the buyer and seller before May 31, 2020.

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

6. DEED: Subject to performance by Buyer, Seller agrees to execute and deliver a merchantable Warranty Deed conveying marketable title to said premises subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, State and Federal regulations.
- (b) Restrictions relating to use or improvement of property without effective forfeiture provisions.
- (c) Utility and drainage easements which do not interfere with present improvements.
- (d) Rights of tenants as follows: Not subject to tenancies.

7. INSPECTIONS AND TESTING: This contingency authorizes inspections and testing. This Offer is contingent upon a qualified independent inspector(s) and tester(s) conducting inspection(s) and test(s), of the Property which discloses no defects by January 31, 2020. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection and testing of soil and Environmental Phase 1 study. Seller shall have a right to cure the defects within 60 days.

8. REAL ESTATE TAXES: Seller and Buyer agree to pro-rate the real estate taxes due in the year 2020 as of the date of closing. Buyer shall pay any unpaid installments of special assessments payable therewith and thereafter. Neither Seller nor Seller's agent make any representation or warranty whatsoever concerning the amount of real estate taxes which shall be

assessed against the property subsequent to the date of purchase.

9. SELLER'S WARRANTIES: Seller warrants that 1.) there is a right of access to the real property from a public right-of-way; 2.) there has been no labor or material furnished to the real property for which payment has not been made; and 3.) there are no present violations of restrictions relating to the use or improvement of the real property. Seller shall remove all personal property not included herein and all debris from the premises prior to the possession date. All warranties contained in this paragraph 9 shall survive delivery of the deed or contract for deed.

10. TITLE EVIDENCE:

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

11. TITLE CORRECTIONS AND REMEDIES: If said title is not marketable and is not made so within 120 days from the date of written objections thereto as above provided, this agreement shall be null and void, at option of Buyer, and neither principal shall be liable for damages hereunder to the other principal. All money theretofore paid by Buyer shall be refunded. If the title to said property be found marketable or be so made within said time, and Buyer shall default in any of the agreements and continue in default for a period of 10 days, then and in that case Seller may terminate this contract and on such termination all the payments made upon this contract shall be retained by Seller and said agent, as their respective interests may appear, as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the specific performance of this contract provided such contract shall not be terminated as aforesaid, and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.

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

13. NOTICE REGARDING WELL AND SEPTIC: It is understood and acknowledged by Buyer and Seller that there is no well or septic system or other private sewage treatment system located on the premises.

14. CONTINGENCIES: This agreement is contingent upon:

- (a) Negotiation and execution of a mutually agreeable development agreement between the City of Harmony, Economic Development Authority of Harmony, and Dairyland Power Cooperative governing the type of development and timeline for development of the real property within here stated. If the parties cannot mutually agree on the terms of a development agreement at least 30 days before the date of closing, the Buyer shall not be obligated to purchase and the Seller shall not be obligated to sell the real property.

(b) Buyer's Board approval of the purchase of this real property.

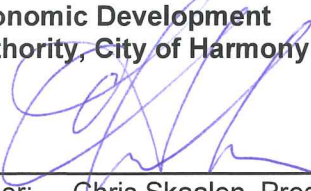
If any contingency applies the parties may elect to terminate this agreement. Any termination shall follow the procedure stated in section 15.

15. TERMINATION: Buyer or Seller shall immediately deliver a written cancelation notice to the other party. Said notice shall list the basis for the termination. Buyer or Seller shall have the right to cure the listed defect within 60 days and deliver proof of cure to the other party.

16. CLOSING: The delivery of all papers and monies and closing shall be at the office of:
Nethercut Schieber Attorneys PA | 32 Main Avenue North | P.O. Box 657
Harmony, Minnesota 55939-0657 | Phone: (507) 886-6131


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

**Economic Development
Authority, City of Harmony**



Seller: Chris Skaalen, President
Address: P.O. Box 488
Harmony, MN 55939
Phone: (507) 886-8122

City of Harmony

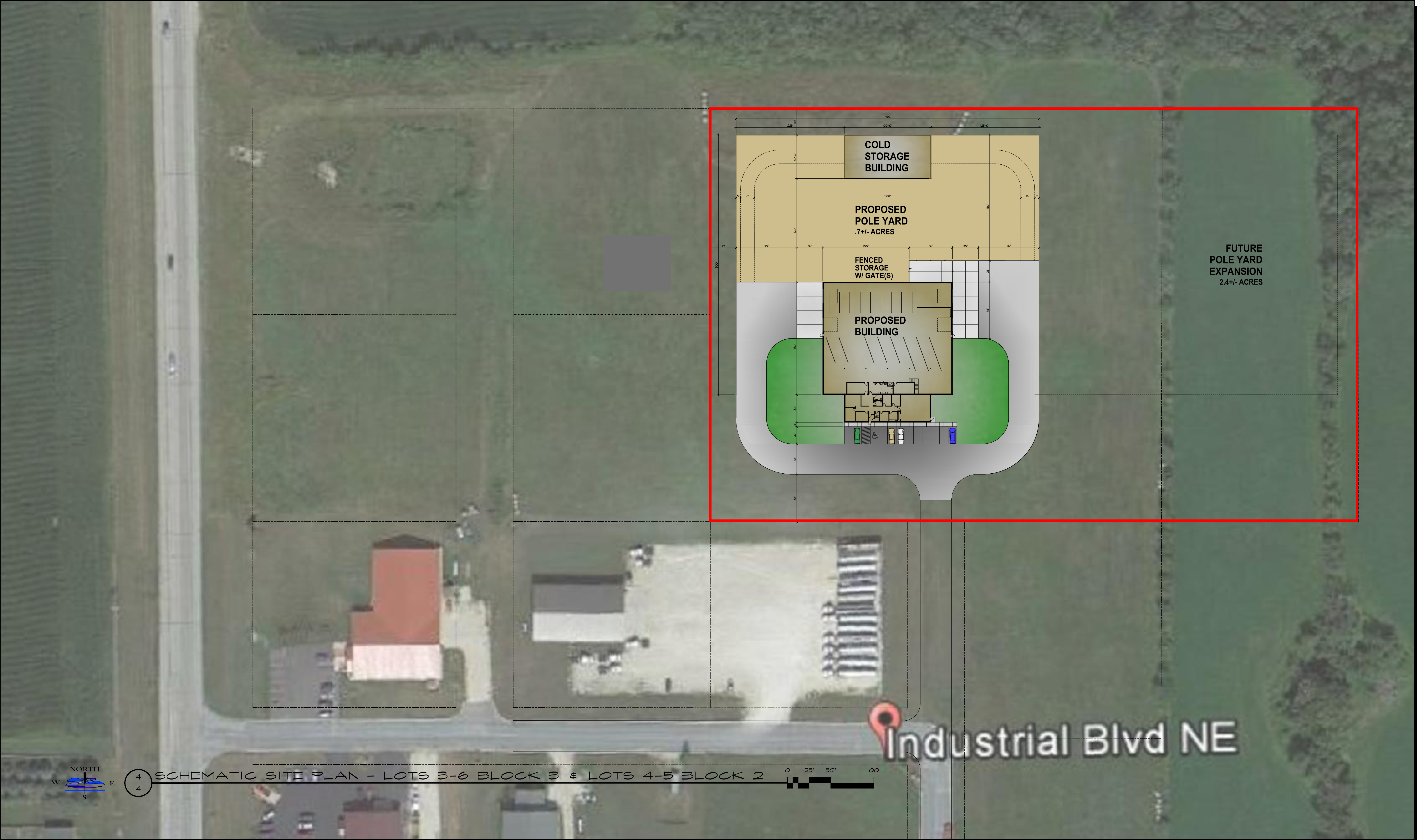


Seller: Jerome Illg, City Administrator

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

Dairyland Power Cooperative

Buyer: Steve Schauer
Manager of Real Estate and Right of Way
Address: Dairyland Power Cooperative
P.O. Box 817
La Crosse, WI 54602
Phone: (608) 788-4000



DAIRYLAND POWER COOPERATIVE - HARMONY, MN

Harmony Economic Development Authority

Dairyland Power Cooperative Expansion Project Estimated City Project Approval Timeline

October 17, 2019

Needed Now:

1. Dairyland to finalize building plans and valuation estimation form to be sent to EDA staff.
2. EDA to close on purchase of Kiehne farm (estimated to occur on 10/21/19).

Upcoming:

1. Purchase Agreement between EDA and Dairyland — public hearing to be held on 11/7/19.
2. Annexation, zoning, and plat – January/February/early March estimate.
3. Development Agreement final approval – 1/9/20 or 2/6/20.
4. Tax Increment Financing (TIF) hearing – 1/9/20 or 2/6/20.
5. Business Subsidy Law Hearing (may not be needed) - 1/9/20 or 2/6/20.
6. Bids awarded for public infrastructure and 2nd Ave road construction – March 2020.
7. Close on property sale to Dairyland – on or before May 31, 2020



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

November 8, 2019

Mr. Jerome Illg
City of Harmony EDA
225 3rd Avenue SW
P.O. Box 488
Harmony, MN 55935-0488

Reference: Industrial Park Expansion Improvements
Design and Construction Services Letter Proposal

Dear Harmony Economic Development Authority,

As discussions with Dairyland Power Cooperative progress on their Harmony Service Center within the Harmony Industrial Park have moved forward, the Economic Development Authority has asked for a proposal for the preliminary surveying and platting services, along with final design and specifications for the proposed expansion of the Harmony Industrial Park. If the EDA wishes to proceed, the next steps include the coordination of private and public utility locates, completion of a topographic survey, the drafting of those topographic features in Civil3D, preliminary and final platting and ultimately the design, public bidding and construction of the proposed improvements.

Below is a proposal to complete the project for the City of Harmony EDA from the preliminary survey through final construction. It has been prepared in accordance with our Professional Services Agreement with the City of Harmony and is intended to be added as Change Order No. 1 to the City of Harmony 2020 Street and Utility Improvements Project.

Project Limits and Understanding

The proposed street and utility improvements are proposed to be limited to the reconfiguration of the intersection of 2nd Avenue NE/ Industrial Boulevard, along the extension of the 2nd Avenue NE roadway corridor and public utilities to a point approximately 225-feet to the north.

Along with the roadway and utility extension, the Harmony EDA would like the remaining City owned parcel to the north (PIN: 15.0546.010) and east (PIN: 14.0072.000) platted to meet the needs of Dairyland Power and the future needs of the Harmony EDA. The remainder of the east parcel not incorporated into the Dairyland property will be platted as an out lot.

Engineering Services

The proposed engineering services include:

1. Project Management & Coordination
2. Final Design and Preparation of Plans, Specifications and Bidding Documents
3. Preliminary Survey (See Supplemental Services Tasks and Hours Attached)
4. Permitting (See Supplemental Services Tasks and Hours Attached)



Reference: Industrial Park Expansion Improvements; City of Harmony, MN

5. Bidding Assistance (See Supplemental Services Tasks and Hours Attached)
6. Platting Services (See Supplemental Services Tasks and Hours Attached)
7. Construction Services (Construction Survey, Observation and Project Management)

Compensation

We propose to complete engineering services 1 – 2 referenced above on a fee basis, plus reimbursable expenses as detailed in our Professional Services Agreement with the City of Harmony, matching the design percentage of the 2020 Street and Utility Improvements. Per the executed 2020 Street and Utility Improvements proposal, the fee is estimated at approximately 6.83% or \$7,920.44 for the estimated construction costs of \$115,965.43. This fee will be recalculated once the project is publicly bid and based upon the actual low bid amount.

Engineering Service Items 3-6 above are anticipated supplemental services necessary for the design and completion of the Industrial Park Expansion Project. These services are proposed to be reimbursed on an hourly basis as detailed in the attached Tasks and Hours breakdown, and per our Professional Services Agreement. These supplemental services, along with design reimbursable expenses are anticipated to total \$10,820.

Construction Services, or Engineering Service Item 7, are proposed to be completed on an hourly basis plus reimbursable expenses. These costs are estimated to be approximately 8-10% of construction costs or \$9,277.23 - \$11,596.54. All of our work would be completed in accordance with the terms and conditions of our Professional Services Agreement with the City of Harmony.



November 4, 2019
Page 3 of 3

Reference: Industrial Park Expansion Improvements; City of Harmony, MN

In summary, we request authorization to proceed with preliminary utility locates and survey, final design, construction document preparation, bidding assistance, permitting, platting services and construction services for the proposed Industrial Park Expansion Improvements in accordance with our Professional Services Agreement with the City of Harmony. If this proposal is acceptable, please sign and return a copy of this proposal letter.

All services detailed within this letter of understanding are to be completed per the attached project schedule.

Please feel free to call me if you have any questions or concerns at (507) 529-6030.

Respectfully,
STANTEC CONSULTING SERVICES INC.

Brett A. Grabau, PE
Associate
Phone: (507) 529-6030
brett.grabau@stantec.com

Joseph C. Palen, PE
Senior Associate
Phone: (507) 529-6036
joseph.palen@stantec.com

By signing this proposal, the City of Harmony authorizes Stantec Consulting Services, Inc. to proceed with the services herein described as Tasks 1 - 7, and the Client acknowledges that this work shall be completed in accordance with the Professional Services Agreement with the City of Harmony.

This proposal is accepted and agreed on the _____ day of _____, 2019.

Per: City of Harmony EDA

Signature

City of Harmony EDA - Industrial Park Expansion Improvements
Final Design/ Construction - Supplemental Services

Supplemental Services - Tasks, Hourly Costs and Fee

Major Tasks	Land Surveyor	Project/ Design Engineer	Survey Crew Chief	EIT/ Designer	Admin. Assistant	Total Hours	Cost
Team Members	Dan Roeber	Brett Grabau	Todd Althman	Tom Moen	Ann Kellogg		
Summary of Total Estimated Supplemental Services Associated with Final Design - Hourly Costs							
<i>Task 3 - Preliminary Survey</i>		2	6	5		13	\$1,504.00
<i>Task 4 - Permit Applications</i>		1		2		3	\$343.00
<i>Task 5 - Bidding Assistance</i>		1			1	2	\$201.00
<i>Task 6 - Preliminary and Final Plat Services</i>	42		12			54	\$7,338.00
<i>Total Estimated Supplemental Services (Hourly)</i>	42	4	18	7	1	72	\$9,386.00
Hourly Rates 2019	\$141.00	\$123.00	\$118.00	\$110.00	\$78.00	---	---
Estimated Final Design Fees							
<i>Industrial Park Expansion Improvements - Design Fee Including the Preparation of Plans and Specifications (~6.83%)</i>							\$7,920.44
Estimated Construction Services Fees							
<i>Industrial Park Expansion Improvements - Estimated Construction Services Fee (~9.00%)</i>							\$10,436.89
Anticipated Stantec Reimbursable Expenses							---
Travel							\$700.00
Supplies & Equipment							\$1,084.00
Total Reimbursable							\$1,784.00
Total Project Cost							\$29,527.33

City of Harmony EDA - Industrial Park Expansion Improvements Final Design - Supplemental Services Tasks and Hours						
Tasks	Land Surveyor	Design Engineer	Survey Crew Chief	Senior Technician	Admin. Assistant	Total Hours
Team Members	Dan Roeber	Brett Grabau		Tom Moen	Ann Kellogg	
Task 3 - Preliminary Survey						
3.1 - Establish survey vertical and horizontal control throughout project areas. Locate existing property corners and section corners.			2			2
3.2 - Coordinate location of private utilities within project area using Gopher State One Call. Solicit quotes for soil borings, coordinate work with Geotechnical Consultant, stake soil boring and review geotechnical report.				1		1
3.3 - Conduct topographic survey as needed to complete project design.			4			4
3.4 - Download topographic survey points and generate topographic mapping, 3 dimensional surface (TIN) and generate automated survey line work.		2		4		6
Task 3 - Total		2	6	5		13
Task 4 - Permit Applications						
4.1 - Prepare permit applications as required to construct the project including: Minnesota Department of Health (MDH), Minnesota Pollution Control Agency (MPCA) & NPDES Stormwater Permit and Stormwater Pollution Prevention Plan. (City to Pay all Permit Fees / Licenses)		1		2		3
Task 4 - Total		1		2		3
Task 5 - Bidding Assistance						
5.1 Correspondence with qualified contractors to generate interest in the improvement project. Assistance with Bid Opening, review of bidding documents, and drafting letter of recommendation to Council for award.		1			1	2
Task 5 - Total		1			1	2
Task 6 - Preliminary and Final Plat Services						
6.1 - Project Management (Compile existing property documentation and correspondence with Fillmore County LS)	8					8
6.2 - Prepare and Draft Preliminary Plat documentation for City and County Review.	24					24
6.3 - Revisions as directed and necessary following review process.	4					4
6.4 - Preliminary Control and survey of existing property limits/ pins			8			8
6.5 - Setting final property pins in field			4			4
6.6 - Format and deliver final plat drawings to City of Harmony EDA for approval and recording.	6					6
Task 6 - Total	42		12			54

City of Harmony EDA - Industrial Park Expansion Improvements
Final Design/ Construction - Supplemental Services

Design Travel	Total
Survey Truck Mileage (500 miles at \$0.70/mile)	\$350.00
Construction Travel	
Survey Truck Mileage (500 miles at \$0.70/mile)	\$350.00
Sub-Total	\$700.00
Supplies	
GPS Equipment (8 hrs @ \$38 / Hour)	\$304.00
Total Station Equipment (10 hrs @ \$28 / Hour)	\$280.00
Mylar Printing of Plats	\$500.00
Sub-Total	\$1,084.00
Total Reimbursable Expenses	\$1,784.00

CITY OF HARMONY, MINNESOTA
EDA INDUSTRIAL PARK EXPANSION
ENGINEERS' ESTIMATE OF CONSTRUCTION COSTS
NOVEMBER, 2019

INDUSTRIAL PARK EXPANSION

		UNIT	QUANT	UNIT PRICE	ENGINEERS ESTIMATE
PART 1 - SANITARY SEWER:					
1	ADJUST FRAME AND RING CASTING	EA	1	\$ 200.00	\$ 200.00
2	CONNECT TO EXISTING SANITARY SEWER	EA	1	\$ 500.00	\$ 500.00
3	4' DIAMETER SANITARY MH, INCL R-1642-B CSTG AND CONC ADJ RINGS	EA	1	\$ 3,600.00	\$ 3,600.00
4	8" PVC SANITARY SEWER, SDR 35	LF	200	\$ 46.00	\$ 9,200.00
5	TELEVISIONING SANITARY SEWER	LF	200	\$ 1.25	\$ 250.00
6	IMPROVED PIPE FOUNDATION	LF	200	\$ 1.50	\$ 300.00
SUBTOTAL PART 1 - SANITARY SEWER					\$ 14,050.00
15% CONTINGENCY					\$ 2,107.50
TOTAL PART 1 ESTIMATED PROJECT COSTS					\$ 16,157.50
PART 2 - WATER MAIN:					
7	CONNECT TO EXISTING WATER MAIN	EA	1	\$ 500.00	\$ 500.00
8	8" GATE VALVE AND BOX	EA	1	\$ 2,300.00	\$ 2,300.00
9	HYDRANT	EA	1	\$ 3,800.00	\$ 3,800.00
10	8" C900 PVC WATER MAIN, DR 18	LF	200	\$ 49.00	\$ 9,800.00
11	DUCTILE IRON FITTINGS	LB	200	\$ 10.00	\$ 2,000.00
12	IMPROVED PIPE FOUNDATION	LF	200	\$ 1.50	\$ 300.00
SUBTOTAL PART 2 - WATER MAIN					\$ 18,700.00
15% CONTINGENCY					\$ 2,805.00
TOTAL PART 2 ESTIMATED PROJECT COSTS					\$ 21,505.00
PART 3 - SERVICES:					
13	8"x6" PVC WYE, SDR 35	EA	1	\$ 300.00	\$ 300.00
14	6" PVC, SDR 26 SERVICE PIPE	LF	20	\$ 28.00	\$ 560.00
15	IMPROVED PIPE FOUNDATION	LF	20	\$ 1.50	\$ 30.00
16	1" CURB STOP AND BOX	EA	1	\$ 300.00	\$ 300.00
17	6" C900 PVC WATER SERVICE	LF	20	\$ 45.00	\$ 900.00
18	1" CORPORATION STOP	EA	1	\$ 300.00	\$ 300.00
19	1" SERVICE SADDLE	EA	1	\$ 100.00	\$ 100.00
20	1" TYPE "K" COPPER WATER SERVICE	LF	20	\$ 40.00	\$ 800.00
SUBTOTAL PART 3 - SERVICES					\$ 3,290.00
15% CONTINGENCY					\$ 493.50
TOTAL PART 3 ESTIMATED PROJECT COSTS					\$ 3,783.50

PART 4 - STREET IMPROVEMENTS:

21	MOBILIZATION	LS	1	\$	1,000.00	\$	1,000.00
22	TRAFFIC CONTROL	LS	1	\$	500.00	\$	500.00
23	REMOVE CONCRETE CURB AND GUTTER	LF	85	\$	8.00	\$	680.00
24	REMOVE BITUMINOUS PAVEMENT	SY	350	\$	4.00	\$	1,400.00
25	SAWING BITUMINOUS PAVEMENT	LF	64	\$	4.00	\$	256.00
26	COMMON EXCAVATION (P)	CY	616	\$	16.00	\$	9,856.00
27	GEOTEXTILE FABRIC, TYPE V	SY	875	\$	1.50	\$	1,312.50
28	AGGREGATE BASE, CLASS 2 MODIFIED	CY	295	\$	32.00	\$	9,440.00
29	AGGREGATE BASE, CLASS 5 (CV)	CY	195	\$	32.00	\$	6,240.00
30							
	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B) (2.5" THICK)	SY	700	\$	12.65	\$	8,855.00
31	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B) (1.5" THICK)	SY	700	\$	7.60	\$	5,320.00
32	BITUMINOUS MATERIAL FOR TACK COAT (P)	GAL	35	\$	4.00	\$	140.00
33	PREPARATION OF BITUMINOUS NON WEAR FOR WEAR COURSE PAVING	LS	1	\$	500.00	\$	500.00
34	SURMOUNTABLE CONCRETE CURB AND GUTTER	LF	500	\$	16.00	\$	8,000.00
35							
	SEED AND HYDROMULCH, INCL SEED MIX 25-151 AND FERTILIZER	SY	400	\$	2.50	\$	1,000.00
36	CB INLET PROTECTION	EA	2	\$	150.00	\$	300.00
	SUBTOTAL PART 4 - STREET IMPROVEMENTS					\$	54,799.50
	15% CONTINGENCY					\$	8,219.93
	TOTAL PART 4 ESTIMATED PROJECT COSTS					\$	63,019.43

PART 5 - POND IMPROVEMENTS:

37	OUTLET STRUCTURE MODIFICATIONS	LS	1	\$	2,000.00	\$	2,000.00
38	GRADING	LS	1	\$	5,000.00	\$	5,500.00
39	RESTORATION	LS	1	\$	2,500.00	\$	2,500.00
	SUBTOTAL PART 4 - STREET IMPROVEMENTS					\$	10,000.00
	15% CONTINGENCY					\$	1,500.00
	TOTAL PART 5 ESTIMATED PROJECT COSTS					\$	11,500.00

INDUSTRIAL PARK EXPANSION							
PART 1 - SANITARY SEWER:						\$	16,157.50
PART 2 - WATER MAIN:						\$	21,505.00
PART 3 - SERVICES:						\$	3,783.50
PART 4 - STREET IMPROVEMENTS:						\$	63,019.43
PART 5 - POND IMPROVEMENTS:						\$	11,500.00
TOTAL ESTIMATED CONSTRUCTION COSTS						\$	115,965.43

Plot Date: 11/08/2019 - 10:09am
Drawing name: V:\1938 Resources\CLIENTS\Harmony\2020 Street and Utility Improvements\CAD\Drawings\Harmony\2020_Figures.dwg
Xrefs: Harmony2020_aerial, Harmony2020_XSXT, Harmony2020_aerial, 193804518.XSXT, 193803798.XSXT, 193803798.XSS, Harmony2020_XSNO, Harmony2020_XSKV



CITY OF HARMONY EDA
INDUSTRIAL PARK EXPANSION

FIGURE 1

DATE 11/8/2019

PROJ. NO. 193800601

MEMO**To: Harmony EDA****Date: October 31, 2019****From: Chris Giesen****RE: Dairyland Power Project – Development Agreement Memo of Understanding**

On November 7, 2019 the Harmony Economic Development Authority will hold a public hearing to consider selling approximately 8.5 acres in the Harmony Industrial Park to Dairyland Power Cooperative for the purpose of their new maintenance facility construction.

In order to complete the terms of the purchase agreement, assuming it is approved, a mutually agreeable development agreement must be executed. The EDA and City Council would consider approving a development agreement with the following material terms:

City/EDA agrees to:

1. Sell approximately 8.5 acres to Dairyland Power for \$1.
2. Closing date for purchase on or before May 31, 2020.
3. At no cost to Dairyland Power, extend asphalted 2nd Ave NE, water, and sewer to the south line of the property to be sold, along with extending electrical services to the meter of the building. Construction of such extensions starting in 2020.
4. Provide adequate storm water retention within the Harmony Industrial Park, unless Dairyland Power is required to in accordance with National Pollutant Discharge Elimination System (NPDES) permit.
5. Restrict the continuous parking of semi tractors, trailers, and any combination thereof on the Harmony Industrial Park streets.
6. Establish a tax increment financing district (TIF) for the benefit of the project.
7. Approve a business subsidy agreement between the City/EDA and Dairyland Power, if applicable.
8. Annex and properly plat and zone property, where applicable.
9. Make every effort to move forward with approvals in a timely fashion.

Dairyland Power agrees to:

1. Agree to build the proposed facility by December 31, 2022 which must have a taxable value of at least \$_____.
2. Extend water, sewer, and gas from the south property line to be purchased to the building site at Dairyland's sole cost.
3. Abide by the Minnesota Business Subsidy Law, if applicable, which includes items such as a public hearing, job and/or wage goals, and annual reports until the goals are met.
4. Pay the following development fees:
 - a. Zoning Permit - \$200
 - b. Water Connection - \$300
 - c. Sewer Connection - \$500
 - d. Electric Connection - \$500
 - e. MPCA Storm Water – TBD, up to developer to acquire from State of Minnesota.

Additional Notes:

1. Completion of annexation is anticipated in January or early February 2020 and must be completed prior to the creation of a TIF district.
2. The earliest a TIF district could be approved is January or early February 2020.
3. The business subsidy hearing and agreement, if required, would be approved along with the TIF district in January or early February 2020.
4. A formal development agreement with these material terms can be considered for approval immediately after the TIF district and subsidy agreement (if required) are approved.

5. The City/EDA plan to consider approval of the TIF, business subsidy agreement (if required), and development agreement at the same meeting in January or early February 2020.

JOINT RESOLUTION

IN THE MATTER OF THE ORDERLY ANNEXATION BETWEEN THE CITY OF HARMONY AND HARMONY TOWNSHIP PURSUANT TO MINNESOTA STATUTES § 414.0325

WHEREAS, on _____, 2019 a Notice of Intent to include property in an orderly annexation area was published pursuant to the requirements of Minnesota Statutes § 414.0325 Subd. 1b; and

WHEREAS, the City of Harmony and Harmony Township jointly agree to designate and request the immediate annexation of the following described land located within Harmony Township to the City of Harmony, County of Fillmore, Minnesota;

The SW¼ NW¼ of Section 11-101-10,

EXCEPT that part of the SW¼ NW¼ of Section 11-101-10, shown as Parcel 253A on the Minnesota Department of Transportation Right of Way Numbered 23-22 as the same is on file and of record in the office of the County Recorder in an for Fillmore County, Minnesota, said exception containing 1.21 acres, more or less.

ALSO EXCEPTING: that part of the SW¼ NW¼ of Section 11-101-10, Fillmore County, Minnesota, described as follows: Commencing at the Southwest Corner of said SW¼ NW¼; thence North 88 degrees 50 minutes 17 seconds East (assumed bearing) along the South line of said SW¼ NW¼, 650.00 feet to the point of beginning of the tract of land to be herein described; thence continuing North 88 degrees 50 minutes 17 seconds East along said South line, 469.34 feet; thence North 00 degrees 05 minutes 50 seconds East, 1307.75 feet to the North line of said SW¼ NW¼; thence South 88 degrees 50 minutes 01 seconds West along said North line, 1062.31 feet to the Easterly Right-of-way line of Trunk Highway 52; thence South 01 degrees 34 minutes 12 seconds East along said R.O.W. line, 2.47 feet; thence Southerly 1129.95 feet along R.O.W. line and along a tangential curve, concave to the West, having a radius of 43,394.50 feet and a central angle of 01 degrees 29 minutes 31 seconds (chord bears South 00 degrees 49 minutes 26 seconds East and chord length is 1129.92 feet); thence South 45 degrees 35 minutes 16 seconds East not tangent to said curve and along said R/O.W. line, 140.00 feet; thence North 88 degrees 50 minutes 17 seconds East along said R.O.W. line, 72.89 feet; thence South 81 degrees 41 minutes 59 seconds East along said R.O.W. line, 152.07 feet; thence North 88 degrees 50 minutes 17 seconds East along said R.O.W. line, 250.00 feet; thence South 01 degrees 09 minutes 43 seconds East along said R.O.W line, 50.00 feet to the point of beginning and containing 30.59 acres, more or less. Subject to easement for a Township Road across the Southerly line thereof.

and

WHEREAS, the City of Harmony and Harmony Township are in agreement as to the orderly annexation of the unincorporated land described; and

WHEREAS, Minnesota Statutes § 414.0325 provides a procedure whereby the City of Harmony and Harmony Township may agree on a process of orderly annexation of a designated area; and

WHEREAS, the City of Harmony and Harmony Township have agreed to all the terms and conditions for the annexation of the above-described lands; and the signatories hereto agree that no alteration of the designated area is appropriate and no consideration by the Chief Administrative

Law Judge is necessary. The Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

NOW, THEREFORE, BE IT RESOLVED, jointly by the City Council of the City of Harmony and the Township Board of Harmony Township as follows:

1. **(Property.)** That the following described land is subject to orderly annexation pursuant to Minnesota Statutes § 414.0325, and that the parties hereto designate the area for orderly annexation; and agree that the land be immediately annexed:

The SW¼ NW¼ of Section 11-101-10,

EXCEPT that part of the SW¼ NW¼ of Section 11-101-10, shown as Parcel 253A on the Minnesota Department of Transportation Right of Way Numbered 23-22 as the same is on file and of record in the office of the County Recorder in an for Fillmore County, Minnesota, said exception containing 1.21 acres, more or less.

ALSO EXCEPTING: that part of the SW¼ NW¼ of Section 11-101-10, Fillmore County, Minnesota, described as follows: Commencing at the Southwest Corner of said SW¼ NW¼; thence North 88 degrees 50 minutes 17 seconds East (assumed bearing) along the South line of said SW¼ NW¼, 650.00 feet to the point of beginning of the tract of land to be herein described; thence continuing North 88 degrees 50 minutes 17 seconds East along said South line, 469.34 feet; thence North 00 degrees 05 minutes 50 seconds East, 1307.75 feet to the North line of said SW¼ NW¼; thence South 88 degrees 50 minutes 01 seconds West along said North line, 1062.31 feet to the Easterly Right-of-way line of Trunk Highway 52; thence South 01 degrees 34 minutes 12 seconds East along said R.O.W. line, 2.47 feet; thence Southerly 1129.95 feet along R.O.W. line and along a tangential curve, concave to the West, having a radius of 43,394.50 feet and a central angle of 01 degrees 29 minutes 31 seconds (chord bears South 00 degrees 49 minutes 26 seconds East and chord length is 1129.92 feet); thence South 45 degrees 35 minutes 16 seconds East not tangent to said curve and along said R/O.W. line, 140.00 feet; thence North 88 degrees 50 minutes 17 seconds East along said R.O.W. line, 72.89 feet; thence South 81 degrees 41 minutes 59 seconds East along said R.O.W. line, 152.07 feet; thence North 88 degrees 50 minutes 17 seconds East along said R.O.W. line, 250.00 feet; thence South 01 degrees 09 minutes 43 seconds East along said R.O.W. line, 50.00 feet to the point of beginning and containing 30.59 acres, more or less. Subject to easement for a Township Road across the Southerly line thereof.

2. **(Acreage/Population/Usage.)** That the orderly annexation area consists of approximately 8.2 acres, the population in the area is zero, and the land use type is agricultural.

3. **(Jurisdiction.)** That Harmony Township and the City of Harmony, by submission of this joint resolution to the Municipal Boundary Adjustment Unit of the Office of Administrative Hearings, confers jurisdiction upon the Chief Administrative Law Judge so as to accomplish said orderly annexation in accordance with the terms of this resolution.

4. **(Municipal Reimbursement).** Minnesota Statutes § 414.036. As reimbursement to Harmony Township for lost taxes on annexed property, the City of Harmony agrees to pay Harmony Township a one-time lump sum of \$_____. This payment shall be remitted to Harmony Township within 60 days of approval of the Orderly Annexation Petition by the Administrative Law Judge.

5. **(Review and Comment).** The City of Harmony and Harmony Township agree that upon receipt of this resolution, passed and adopted by each party, the Chief Administrative Law Judge may review and comment, but shall within thirty (30) days, order the annexation in accordance with the terms of the resolution.

6. **(Other Terms of Resolution).**

Adopted by affirmative vote of all the members of the Harmony Township Board of Supervisors this ____ day of _____ 20__.

HARMONY TOWNSHIP

ATTEST:

By: _____
Chairperson
Board of Supervisor

By: _____
Township Clerk

Adopted by affirmative vote of the City Council of _____ this ____ day of _____ 20__.

CITY OF HARMONY

ATTEST:

By: _____
Mayor

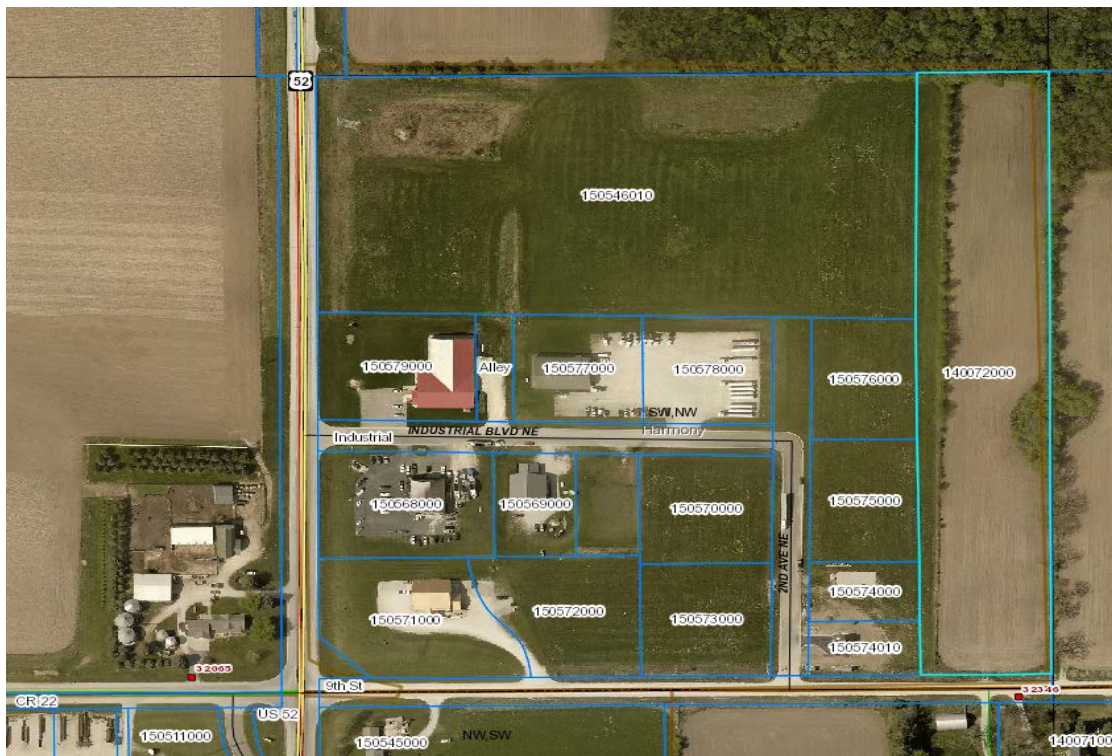
By: _____
City Administrator

Approved this ____ day of _____ 20__.

**City of Harmony
Harmony Township
Notice of Public Hearing
Orderly Annexation Agreement**

Please take notice that the City Council of the City of Harmony will hold a public hearing on December 10, 2019 at 7 pm at the Harmony Community Center, 225 3rd Ave SW, Harmony, MN and Harmony Township will hold a public hearing on December 4, 2019 at 7 pm at Harmony Township Hall, 120 1st St NW, Harmony, MN.

The purpose of each hearing is to consider an Orderly Annexation Agreement between the City of Harmony and Harmony Township. The area to be annexed PID 14.0072.000 is illustrated below.



Copies of the agreement are available for public review at the Harmony City Office, 225 3rd Ave SW, Harmony, MN during regular business hours or by contacting Kathy Whalen at 507-886-2643 for Harmony Township and available at each of the hearings for public review.

All persons wishing to speak will be heard with oral testimony. Written testimony can be submitted for the hearings by mailing to City of Harmony, Attn: Jerome Illg, P.O. Box 488; Harmony, MN 55939

Dated this 21st day of November, 2019.

Harmony Township
Kathy Whalen
Township Clerk

City of Harmony
Jerome Illg
City Administrator



CITY OF HARMONY MN

**MIDWEST
PLAYSCAPES**

8632 EAGLE CREEK CIRCLE
SAVAGE, MN 55378

PHONE: 1.800.747.1452
EMAIL: playscapes@earthlink.net

CITY OF HARMONY MN

 **MIDWEST
PLAYSCAPES**

8632 EAGLE CREEK CIRCLE
SAVAGE, MN 55378

PHONE: 1.800.747.1452
EMAIL: playscapes@earthlink.net





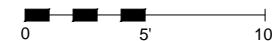
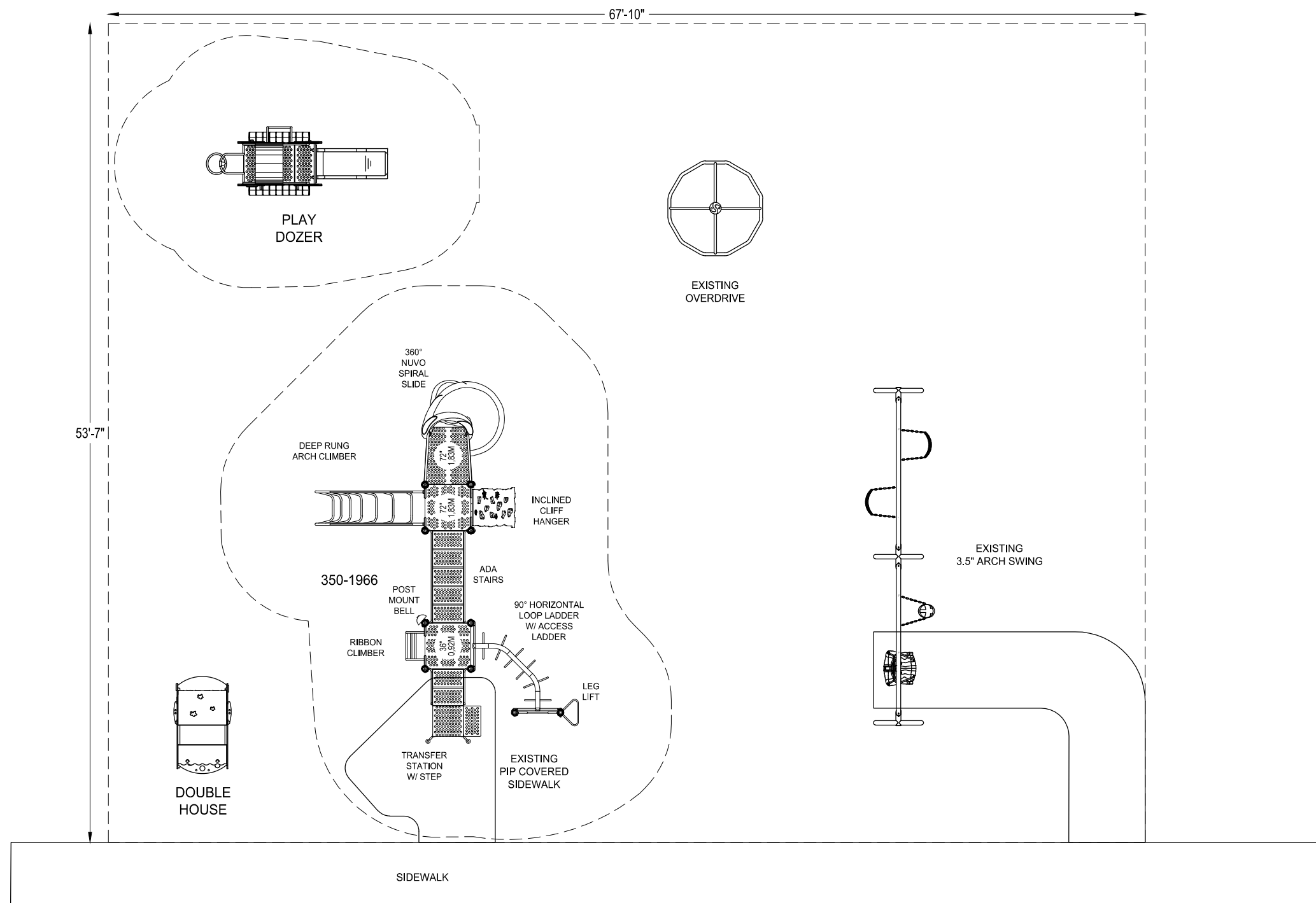
CITY OF HARMONY MN

 **MIDWEST
PLAYSCAPES**

8632 EAGLE CREEK CIRCLE
SAVAGE, MN 55378

PHONE: 1.800.747.1452
EMAIL: playscapes@earthlink.net

PLAYSCAPES.COM



*PLAYGROUND SUPERVISION REQUIRED



8632 EAGLE CREEK CIRCLE
SAVAGE, MN 55378

PHONE: 1.800.747.1452
EMAIL: playscapes@earthlink.net

EQUIPMENT SIZE:

USE ZONE:

AREA:

PERIMETER:

FALL HEIGHT:

USER CAPACITY:

AGE GROUP:
5-12

✓ ASTM F1487-17
✓ CPSC #325



PROJECT NO:
MW102419-1

SCALE:
1/8"=1'-0"

DRAWN BY:
TKA

Paper Size

DATE:
10-24-19

B

City of Harmony MN



8632 Eagle Creek Circle, Savage, MN 55378
www.MIDWESTPLAYSCAPES.com

direct: 952.895.8888
fax: 952.895.8889
toll free: 800.747.1452

playscapes@earthlink.net

Quotation



Project: City of Harmony

Contact: Jerome Illg

Ship To:

Harmony, MN 55939

Email: cityoffice@harmony.mn.us

Shipping Contact Name:

Phone: 507-886-8122

Fax:

Bill To: City of Harmony

PO Box 488

Harmony, MN 55939

Date: 10/25/2019

Qty	Design/Item #	Description	Total
1	MW102419-1	Playworld System Playstructure as per Drawing # MW102419-1	\$ 20,655.00
1		Double House	\$ 5,600.00
1		Swing	\$ 4,160.00
1		OverDrive	\$ 3,485.00
1		Dozer	\$ 7,219.00
		Discount	\$ (10,790.00)
		Poured in Place Surfacing (208 Sq Ft) to Transfer Station and ADA Swing as shown in Drawing	\$ 3,720.00

Subtotal \$ 34,049.00

Freight FREE

Tax Exempt # _____

* Please provide certificate

Sales Tax \$ -

Local Sales Tax \$ -

Total \$ 34,049.00

Option

☐ Add \$1,950 for a Supervised Installation.

NOTE: Border & Surfacing Material (Pea-Rock) by others.

NOTE: Any Insurance requirements above \$1,000,000 General Liability will be subject to a surcharge

NOTE: UNLESS OTHERWISE NOTED, prices shown are material only. They **DO NOT** include: assembly, installation, border, safety surfacing,

drain tile, geotextile fabric, removal of existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of packaging material, storage of equipment, additional insurance and bonding would be extra, unless otherwise stated above. If playground equipment or materials are stored off site, customer is responsible for transporting equipment to job site.

Prices firm for 30 days, subject to review thereafter. Our terms are net 30. A finance charge of 1.5% will be imposed on the outstanding balance unpaid for more than 30 days after the shipment of materials. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Once customer has signed quotation, your order cannot be changed or canceled. Please allow 3 to 4 weeks for delivery after receipt of order. Standard manufacturing design, specification, and construction apply unless noted otherwise. Customer is responsible for the identification and marking of all underground utilities (public or private) to include drain tile and sprinkler systems. Area must be accessible to Bobcat and other equipment necessary for installation or additional fees will be charged. Freight quote is based on customer unloading equipment and checking in all equipment for any missing parts. If product is refused by customer upon delivery for any reason (unless damaged), without prior authorization from Midwest Playscapes, Inc., the customer agrees to pay 20% restocking fee plus freight charges. Price does not include prevailing wages, unless otherwise noted. If we can be of Other Assistance, please feel free to contact us.

Signed: _____

Bruce Pudwill

Accepted _____

Date: _____

Printed Name: _____