

AGENDA
HARMONY CITY COUNCIL
Regular Meeting

February 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. Annual County Ambulance Contract
5. Reports
 - a. Building & Maintenance Report
 - b. EDA Board
 - c. Park Board
 - d. Library Board
 - e. Arts Board
6. Adjourn

**BACKGROUND INFORMATION
HARMONY CITY COUNCIL
REGULAR MEETING**

**February 12, 2019
7:00 P.M.**

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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 #43886.
 - f. Annual County Ambulance Contract-Consider approval of contract.
5. Reports
 - a. Building & Maintenance Report-Discuss odd/even parking. Consider community center door locks. Discussion community center usage and hours. Consider skidloader replacement.
 - b. EDA Board-Chris Giesen will present Annual EDA Report. Consider renewal of Housing Rebate Incentive. Discuss solar workshop.
 - c. Park Board-Update on Freenotes Project.
 - d. Library Board
 - e. Arts Board
6. Adjourn

JANUARY 8, 2019

REGULAR MEETING

HARMONY CITY COUNCIL

A Regular meeting of the Harmony City Council was called to order by Mayor Steve Donney at 7:00 PM. Present were Mayor Donney, Councilmembers Lynn Mensink, Debbie Swenson, Steve Sagen and Tony Webber; Attorney Greg Schieber, Administrator Jerome Illg, Chris Johnson, Corey Whalen, Hannah Wingert, Melissa VanderPlas and Eileen Schansberg.

OATH OF OFFICE:

Attorney Schieber gave the Oath of Office to Councilman-elect Tony Webber and re-elected Councilman Steve Sagen. Attorney Schieber gave the Oath of Office to re-elected Mayor Steve Donney.

PUBLIC FORUM:

No one appeared for Public Forum.

CONSENT AGENDA:

Motion by Mensink and seconded by Swenson to approve the Consent Agenda which consisted of the Minutes to the December 11, 2019 Council meeting, the Claims, the Administrator's Report, the Financial Report, Cashing CD #43885 into the General Fund, Closing out the 2017 Project Fund, Close out TIF District #5 which includes a final payment of \$11,992.98 to Fillmore County, Bond payment transfer of \$27,690 for principal and interest on 2/1/2019 for 2013B Bond; Transfer \$25,113.75 for principal and interest on 2/1/2019 for 2014A Bond, adopt Resolution #19-01: A RESOLUTION MAKING APPOINTMENTS TO CERTAIN POSTS AND OFFICES OF THE CITY OF HARMONY FOR THE YEAR 2019 and Resolution #19-02: A RESOLUTION ADOPTING ASSESSMENT FOR WALNUT FARMS CONSTRUCTION PROJECT.

Voting for was: Swenson, Mensink, Webber and Sagen

Voting against was: No One

Abstained from voting was: No One

Absent from voting was: No One

The motion passed.

FILLMORE CENTRAL SCHOOLS:

A DECLARATION OF DRIVEWAY AND DRAINAGE EASMENT was presented for review. The declaration spells out the responsibilities involving the parking lot north of the Community Center. It was noted that north driveway entrance maintenance will be shared with the school. The deeds for property transfers were also reviewed. Motion by Swenson and seconded by Mensink to enter into the agreement with Fillmore Central Schools. All present voting yes. Motion carried.

BUILDING AND MAINTENANCE:

Working on repairing the lift station dialer.

Municipal Pipe Tool will be placing a liner in the Water Main in Niagara Court, since the soils are very unstable to dig and replace.

EDA BOARD:

Did not meet this month yet. A reminder of a Joint Meeting with Fillmore Central School Board and the city council will be on March 12th starting at 5:30 pm.

PARK BOARD:

Did not meet this month.

LIBRARY BOARD:

Officers were elected: MaryAnn Johnson is President. Joanne Burmeister is Secretary and Vicki Christianson is Treasurer.

Mensink mentioned that DVD usage is up do to no other businesses in town renting movies any more.

ARTS BOARD:

The last sponsorship of Decoding the Driftless in cooperation with the Jem Theatre was a huge success. The documentary is being held over and shown again next Saturday and Sunday.

COLA:

Motion by Swenson and seconded by Webber to set 2019 COLA for the employees at 2.5%. All present voting yes. Motion carried.

As there was no other business, Mayor Donney adjourned the meeting.

Mayor Steve Donney

Eileen Schansberg, Deputy Clerk

CITY OF HARMONY
City Council Claims for Review

February 12, 2019

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 101 General Fund					
General Fund		Union Central Pension Fund	CENTRAL PENSION FUND	Union Pension	\$276.00
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	Copy/Fax Supplies	1 SOURCE	Toner	\$164.52
General Fund	Administration	General Operating Supplies	1 SOURCE	file folders/paper/dry erase	\$46.07
General Fund	Administration	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-van	\$23.73
General Fund	Administration	Postage	HARMONY POST OFFICE	Annual post office box fee	\$120.00
General Fund	Animal Control	General Operating Supplies	SEACHANGE PRINT INNOVATIONS	2019 dog tags	\$179.78
General Fund	Civil Defense	Telephone	HARMONY TELEPHONE COMPANY	Sirens/DSL Phone	\$89.58
General Fund	Community Center	Building Repair Materials	ELAN FINANCIAL SERVICES	bathroom primer-Sherwin Williams	\$114.18
General Fund	Community Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Comm Ctr-Elec	\$3,016.46
General Fund	Community Center	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Comm Ctr	\$742.45
General Fund	Community Center	General Operating Supplies	KINGSLEY MERCANTILE	batteries/ear plugs/blades /Comet	\$52.09
General Fund	Community Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Terry pickup	\$10.88
General Fund	Community Center	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Terry pickup-Jan	\$20.34
General Fund	Community Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	Comm Ctr-sewer	\$55.80
General Fund	Community Center	Telephone	HARMONY TELEPHONE COMPANY	Admin Phone/DSL	\$210.82
General Fund	Community Center	Water Utilities	HARMONY PUBLIC UTILITIES	Comm Ctr-water	\$35.03
General Fund	Community Development	Engineering Fees	STANTEC CONSULTING SERVICES, I	correspondance 1st Ave sewer problem	\$472.00
General Fund	Financial Administration	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	2018 Audit progression	\$800.00
General Fund	Financial Administration	Postage	ADVANCED BUSINESS SYSTEMS, INC	postage meter ink	\$128.00
General Fund	Financial Administration	Software Service Fees	BANYON DATA SYSTEMS	Fund Accting support	\$1,590.00
General Fund	Ice & Snow Removal	Contractual Services	BRUENING ROCK PRODUCTS, INC	snow removal 1/19/19	\$1,670.00
General Fund	Ice & Snow Removal	Contractual Services	BRUENING ROCK PRODUCTS, INC	snow removal 1/28/19	\$1,957.50
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	HAMMELL EQUIPMENT	DEF fluid-tractor	\$13.93
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	HAMMELL EQUIPMENT	DEF fluid plow truck	\$9.95
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	IRONSIDE TRAILER SALES & SERVI	DEF Fluid	\$12.50
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-snow removal	\$594.48
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	SEVERSON OIL CO.	Snow removal-Gas/Diesel	\$261.63
General Fund	Ice & Snow Removal	Repair/Maint Machinery/Equip	IRONSIDE TRAILER SALES & SERVI	1 ton plow repair	\$129.60
General Fund	Ice & Snow Removal	Repair/Maint Other Improve	SOLBERG WELDING	plow work	\$21.47
General Fund	Ice & Snow Removal	Repair/Maint Other Improve	SOLBERG WELDING	snowblower shoes	\$65.01
General Fund	Legal Services	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	legal services for Jan	\$116.00
General Fund	Personnel Administration	General Operating Supplies	CULLIGAN	Wellness Program	\$57.65

CITY OF HARMONY
City Council Claims for Review

February 12, 2019

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
General Fund	Personnel Administration	General Operating Supplies	ILLG, JEROME	wellness program	\$128.03
General Fund	Personnel Administration	General Operating Supplies	SCHANSBERG, EILEEN	wellness program	\$36.78
General Fund	Police Department	Contractual Services	FILLMORE COUNTY SHERIFF	Sheriff Contract 4th Qtr	\$24,543.56
General Fund	Police Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Squad Jan	\$264.52
General Fund	Police Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	Squad-Gas	\$277.05
General Fund	Police Department	Telephone	HARMONY TELEPHONE COMPANY	Police Phone	\$45.09
General Fund	Public Works Buildings	Building Repair Materials	HAHN LUMBER CO	dead bolt	\$159.00
General Fund	Public Works Buildings	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Shop	\$284.42
General Fund	Public Works Buildings	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Shop	\$490.28
General Fund	Public Works Buildings	General Operating Supplies	1 SOURCE	ink for shop printer	\$83.02
General Fund	Public Works Buildings	General Operating Supplies	KINGSLEY MERCANTILE	window wash/vac filter/carberator cleaner	\$33.26
General Fund	Public Works Buildings	General Operating Supplies	MISSISSIPPI WELDERS SUPPLY CO	CO2 cylinders	\$51.15
General Fund	Public Works Buildings	Small Tools and Minor Equip	KINGSLEY MERCANTILE	shovel	\$12.89
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	\$20.93
General Fund	Streets	Equipment Parts	S & S AUTOMOTIVE	oil filters/air filters	\$57.53
General Fund	Streets	Equipment Parts	S & S AUTOMOTIVE	equipment parts	\$100.66
General Fund	Streets	General Operating Supplies	KINGSLEY MERCANTILE	bolts	\$2.38
General Fund	Streets	Motor Fuels/Lubricants	S & S AUTOMOTIVE	motor oil/WD oil	\$145.69
General Fund	Tourism Programs	Lodging Tax	HARMONY TOURISM COMMITTEE	Lodging tax 4th Qtr Country Lodge	\$615.60
General Fund	Visitor Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Vis Ctr	\$115.40
General Fund	Visitor Center	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Vis Ctr	\$537.12
General Fund	Visitor Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Terry pickup	\$10.88
General Fund	Visitor Center	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Terry pickup Jan	\$20.34
General Fund	Visitor Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Vis Ctr	\$26.04
General Fund	Visitor Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Vis Ctr	\$16.43
Fund 101 General Fund					\$45,128.55
Fund 211 Library Fund					
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audio books	\$49.47
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audio books	\$135.27
Library Fund	Library	Media-Books	BAKER & TAYLOR	books	\$61.95
Library Fund	Library	Media-Books	BAKER & TAYLOR	books	\$252.36
Library Fund	Library	Media-E-Audio	SOUTHEASTERN LIBRARIES COOP	Overdrive 2019	\$394.00
Library Fund	Library	Media-E-Audio	SOUTHEASTERN LIBRARIES COOP	Overdrive 2019	\$106.00
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	Dvds	\$17.99
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	Dvds	\$133.59
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	Dvds	\$20.54

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Library Fund	Library	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Van	\$15.54
Library Fund	Library	Office Accessories	DEMCO, INC	Filament tape for HC Books	\$71.71
Library Fund	Library	Office Accessories	DEMCO, INC	Audio book supplies	\$419.46
Library Fund	Library	Office Accessories	ELAN FINANCIAL SERVICES	DVD Disk Cleaning supplies	\$307.42
Library Fund	Library	Office Accessories	QUILL CORPORATION	spine label tape	\$203.94
Library Fund	Library	Printed Forms	SOUTHEASTERN LIBRARIES COOP	Mailers & SMS notices	\$26.18
Library Fund	Library	Program Services	RIVERSIDE CONCERTS	Acoustic Eidolon Mini-Concert	\$250.00
Library Fund	Library	Program Supplies	SOUTHEASTERN LIBRARIES COOP	SRP Luncheon-Kay	\$7.00
Library Fund	Library	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Basic Services & PC Support	\$589.32
Library Fund	Library	Telephone	HARMONY TELEPHONE COMPANY	Library Phone	\$45.90
Fund 211 Library Fund					\$3,107.64
Fund 222 Fire Fund					
Fire Fund	Fire Department	Contractual Services	ANCOM TECHNICAL CENTER	18-19 Maintenance Contract	\$741.00
Fire Fund	Fire Department	General Operating Supplies	DORNINK, DAN	white board eraser/magnets/tray	\$19.32
Fire Fund	Fire Department	General Operating Supplies	DORNINK, DAN	white board for Fire meeting room	\$159.65
Fire Fund	Fire Department	General Operating Supplies	DORNINK, DAN	white board markers	\$11.48
Fire Fund	Fire Department	General Operating Supplies	MOREM ELECTRIC, INC	batteries for fire equipment	\$51.84
Fire Fund	Fire Department	Medical and Dental Fees	RIVERLAND COMMUNITY COLLEGE	FF1; FF2; Hazmat C Morem; K Scheevel; K	\$4,110.00
Fire Fund	Fire Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	Gas/Diesel-Jan	\$109.12
Fire Fund	Fire Department	Repair/Maint Machinery/Equip	PRESTON EQUIPMENT CO.	Injector pump for firehall generator	\$2,200.88
Fire Fund	Fire Department	Repair/Maint Vehicles	TRUCK COUNTRY-DECORAH	Air Dryer for Fire truck	\$419.95
Fire Fund	Fire Department	Small Tools and Minor Equip	KINGSLEY MERCANTILE	shovel	\$49.99
Fire Fund	Fire Stations and Bldgs	Buildings and Structures	ANDERA CONSTRUCTION	final on Firehall mtg room floor	\$5,692.00
Fire Fund	Fire Stations and Bldgs	Electric Utilities	HARMONY PUBLIC UTILITIES	Firehall-Elec	\$351.05
Fire Fund	Fire Stations and Bldgs	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Firehall	\$339.74
Fire Fund	Fire Stations and Bldgs	Repair/Maint Bldg/Structures	KINGSLEY MERCANTILE	Ignition module furnace	\$214.32
Fire Fund	Fire Stations and Bldgs	Repair/Maint Bldg/Structures	MOREM ELECTRIC, INC	furnace repair at Firehall	\$65.00
Fire Fund	Fire Stations and Bldgs	Repair/Maint Bldg/Structures	MOREM ELECTRIC, INC	meeting room remodel	\$806.89
Fire Fund	Fire Stations and Bldgs	Sewer Utilities	HARMONY PUBLIC UTILITIES	Firehall-sewer	\$23.80
Fire Fund	Fire Stations and Bldgs	Telephone	HARMONY TELEPHONE COMPANY	Fire Phone	\$43.93
Fire Fund	Fire Stations and Bldgs	Water Utilities	HARMONY PUBLIC UTILITIES	Firehall-water	\$15.03
Fund 222 Fire Fund					\$15,424.99
Fund 223 Ambulance Fund					
Ambulance Fund		Ambulance Accounts Receivab	AMBULANCE REFUNDS	over pmt refund-C Fortier	\$32.32
Ambulance Fund		Ambulance Accounts Receivab	AMBULANCE REFUNDS	over pmt refund-C LaBonne	\$100.30
Ambulance Fund		Ambulance Accounts Receivab	AMBULANCE REFUNDS	over pmt refund-J Princen	\$32.40

CITY OF HARMONY
City Council Claims for Review

February 12, 2019

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Ambulance Fund	Ambulance Service	Financial Services Fees	EXPERT T BILLING	December billing	\$405.00
Ambulance Fund	Ambulance Service	Medical and Dental Fees	GOLD CROSS AMBULANCE	Intercept Chg-SN	\$180.18
Ambulance Fund	Ambulance Service	Medical and Dental Fees	TRI STATE AMBULANCE SERVICE	Intercept chgs AV	\$250.00
Ambulance Fund	Ambulance Service	Medical Supplies	ASTRUP DRUG	ASA & alcohol wipes	\$6.87
Ambulance Fund	Ambulance Service	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	Oxygen	\$100.89
Ambulance Fund	Ambulance Service	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	Oxygen	\$35.01
Ambulance Fund	Ambulance Service	Motor Fuels/Lubricants	KWIK TRIP,INC	Amb-Diesel	\$400.32
Ambulance Fund	Ambulance Service	Motor Fuels/Lubricants	KWIK TRIP,INC	diesel line de-icer-Amb	\$10.73
Ambulance Fund	Ambulance Service	Motor Fuels/Lubricants	SEVERSON OIL CO.	Amb-Diesel	\$33.88
Ambulance Fund	Ambulance Service	Other Equipment	ANCOM TECHNICAL CENTER	10-Unication Pagers	\$4,426.00
Ambulance Fund	Ambulance Service	Repair/Maint Vehicles	NINETY FOUR SERVICES, INC	running board for Amb	\$214.24
Ambulance Fund	Ambulance Service	Taxes, Licenses & Permits	CLIA LABORATORY PROGRAM	2 year Labratory permit	\$180.00
Ambulance Fund	Ambulance Service	Taxes, Licenses & Permits	ELAN FINANCIAL SERVICES	Nat Reg EMT Lic J Grabau	\$15.00
Ambulance Fund	Ambulance Service	Telephone	VERIZON WIRELESS	Cell service-Amb	\$47.79
Fund 223 Ambulance Fund					\$6,470.93
Fund 251 Park Fund					
Park Fund	Parks	Electric Utilities	HARMONY PUBLIC UTILITIES	Parks-Elec	\$176.66
Fund 251 Park Fund					\$176.66
Fund 261 Arts Fund					
Arts Fund	Arts	Program Services	FILLMORE CENTRAL SCHOOLS	donation Gopher Nat Anthem	\$465.00
Fund 261 Arts Fund					\$465.00
Fund 601 Water Fund					
Water Fund	Water Utility Administratio	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	2018 Audit progression	\$800.00
Water Fund	Water Utility Administratio	Postage	ELAN FINANCIAL SERVICES	mailed water sample	\$11.10
Water Fund	Water Utility Administratio	Software Service Fees	BANYON DATA SYSTEMS	UB support	\$247.50
Water Fund	Water Utility Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Chlorine cylinder	\$5.00
Water Fund	Water Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	pumphouses-Elec	\$1,303.69
Water Fund	Water Utility Operation	Gas Utilities	MINNESOTA ENERGY	pumphouses-monthly gas service	\$111.19
Water Fund	Water Utility Operation	General Operating Supplies	KINGSLEY MERCANTILE	fittings	\$13.98
Water Fund	Water Utility Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Water Testing Lab Fees	\$40.00
Water Fund	Water Utility Operation	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Safety program 1st Qtr	\$779.16
Water Fund	Water Utility Operation	Repair/Maint Other Equipment	DAKOTA SUPPLY GROUP	wellhouse heater	\$620.81
Water Fund	Water Utility Operation	Repair/Maint Other Equipment	DAKOTA SUPPLY GROUP	heater blower	\$149.38
Fund 601 Water Fund					\$4,081.81
Fund 602 Sewer Fund					

CITY OF HARMONY
City Council Claims for Review

February 12, 2019

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Sewer Fund	Sewer Administration	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	2018 Audit progression	\$800.00
Sewer Fund	Sewer Administration	Software Service Fees	BANYON DATA SYSTEMS	UB support	\$247.50
Sewer Fund	Sewer Administration	Taxes, Licenses & Permits	MIN DEPT OF PUBLIC SAFETY (LCD)	Chlorine Storage Licensure 2019	\$100.00
Sewer Fund	Sewer Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Chlorine cylinder	\$5.00
Sewer Fund	Sewer Operation	Cleaning Supplies	HARMONY FOODS	detergent/bleach/fabric sheets	\$15.83
Sewer Fund	Sewer Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-WWTP/Lifts	\$1,337.95
Sewer Fund	Sewer Operation	Gas Utilities	MINNESOTA ENERGY	WWTP-Monthly gas service	\$712.96
Sewer Fund	Sewer Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Wastewater Testing Lab Fees	\$958.50
Sewer Fund	Sewer Operation	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Safety program 1st Qtr	\$779.16
Sewer Fund	Sewer Operation	Repair/Maint Vehicles	HARMONY REPAIR SERVICE	tire repair	\$20.00
Sewer Fund	Sewer Operation	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-WWTP	\$2,318.36
Sewer Fund	Sewer Operation	Telephone	HARMONY TELEPHONE COMPANY	Lift Stations Dialer/DSL Phone	\$179.94
Sewer Fund	Sewer Operation	Water Utilities	HARMONY PUBLIC UTILITIES	water-WWTP	\$1,449.13
Fund 602 Sewer Fund					\$8,924.33
Fund 603 Solid Waste Fund					
Solid Waste Fund	Solid Waste Administration	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	2018 Audit progression	\$800.00
Solid Waste Fund	Solid Waste Administration	Software Service Fees	BANYON DATA SYSTEMS	UB support	\$247.50
Solid Waste Fund	Solid Waste Operation	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-utility maint Jan	\$11.19
Fund 603 Solid Waste Fund					\$1,058.69
Fund 604 Electric Fund					
Electric Fund		Utility Deposits	UTILITY DEPOSIT REFUND	remaining deposit refund	\$62.01
Electric Fund		Utility Deposits	UTILITY DEPOSIT REFUND	refund deposit-H Eiken	\$75.00
Electric Fund		Utility Accounts Receivable	UTILITY DEPOSIT REFUND	refund overpmt of acct	\$52.30
Electric Fund		Utility Deposits	UTILITY DEPOSIT REFUND	Utility deposit to Utilities	\$12.99
Electric Fund		Electric Underground Conduct	MI ENERGY COOPERATIVE	West Elec upgrade pj1	\$44,846.65
Electric Fund		WIP	MI ENERGY COOPERATIVE	Partial SE Electrical Loop	\$134,692.42
Electric Fund	Electric Utility Operation	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$74,345.21
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Streetlights-Elec	\$1,479.57
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-town clock	\$13.14
Electric Fund	Electric Utility Operation	Engineering Fees	STAR ENERGY SERVICES	solar panel review for service 460 Main Av	\$89.50
Electric Fund	Electric Utility Operation	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	Safety program 1st Qtr	\$779.18
Electric Fund	Electric Utility Operation	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chris pickup	\$60.27
Electric Fund	Electric Utility Operation	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Chris pickup Jan	\$27.36
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	2019 Facility Operator Fee	\$50.00
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	locates/no locates	\$4.05
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	restore outage Morem St	\$494.79

CITY OF HARMONY
City Council Claims for Review

February 12, 2019

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount	
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	broken cutout 6th St SE	\$426.72	
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	SOLBERG WELDING	repair streetlight by Run Right	\$120.00	
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	SOLBERG WELDING	repair streetlight by Agri Service	\$160.00	
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	T & R ELECTRIC	PCB Analysis	\$30.00	
Electric Fund	Electric Utility Operation	Utility Maint Materials	METERING & TECHNOLOGY SOLUTIO	solar net meter	\$99.23	
Electric Fund	Electric UtilityAdministratio	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	2018 Audit progression	\$800.00	
Electric Fund	Electric UtilityAdministratio	Dues	MINN MUNICIPAL UTILITIES ASSOC	2019 membership dues	\$1,298.00	
Electric Fund	Electric UtilityAdministratio	Software Service Fees	BANYON DATA SYSTEMS	UB support	\$247.50	
Fund 604 Electric Fund					\$260,265.89	
Fund 620 Economic Development Authority						
	Economic Development	Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA Phone	\$31.29
Fund 620 Economic Development Authority					\$31.29	
					\$345,135.78	

ADMINISTRATOR'S REPORT

For the Period from January 8, 2019 to February 12, 2019

ADMINISTRATION

Part I is complete of Wellhead Protection Plan for new well.

Preparing for audit and administering year-end reporting.

Updated USDA grant application to upgrade generator at WWTP and for motorized scissors lift. Hope it gets considered before a possible federal government shutdown.

Met with school to discuss their football field project. They inquired about our interest in utilizing their restrooms for our park operations if we would maintain them. The park board discussed this matter. If it is agreeable with them, a maintenance contract will be drafted.

Utilized new meter reading device last month.

UTILITY/BUILDING COMMITTEE

MNDOT has finished up mill and overlay on TH139 from Hwy 52 to State Line in 2017. MNDOT hopes to be closing out project soon for remaining funds determination.

Coordinating paperwork with school for land swap by community center for baseball field and parking lot. Due to the removal of most trees, school has agreed to cooperatively plant some trees in the spring.

Underground wire, boring, and trenching has been installed for southeast electrical line project by MiEnergy. A few trees will be trimmed or removed along our existing electric line from 5th St SE to Center St E on the alley between 2nd Ave SE and 3rd Ave SE for an additional line to loop the 3-phase service as part of the project. They will be energizing transformers and tying over services in the next phase of the project. A few new poles have been set. The Niagara Court upgrades are completed.

Meet with Minnesota Energy. Minnesota Energy is exploring natural gas extension to the industrial park.

Community center bathroom renovations have started. Awaiting water lines to be redone.

Discussed sewer main repair options by Niagara Court. It was discovered that due to the severity of the soils when the repairs began that it would not be safe and feasible to put in a new line. Another estimate was obtained for lining the sewer main. It is anticipated to be lined when conditions allow.

Begun discussing future street and utility projects on which streets and utilities to do.

Discussed community center door lock equipment. Consider installation of equipment.

City of Harmony
Cash Balance Report
December 2017 and December 2018

Fund Description	December-17	December-18
General Fund	898,120.97	912,148.16
Revolving Loan Fund	68,093.38	116,143.20
Commercial Rehab Fund	11,126.73	12,000.10
Library Fund	3,792.34	6,614.56
Fire Fund	25,406.84	25,630.71
Ambulance Fund	88,904.24	70,044.94
Park Fund	62,101.57	70,194.91
Arts Fund	3,879.49	4,326.84
GO Improvement 2010A-3rd St SW	50,013.21	40,299.45
GO Tax Abatement 2013A-Comm Cntr	6,109.84	7,619.94
GO Improvement 2013B-Heritage Grove	22,672.78	24,619.45
GO Improvement 2014A-1st Ave SW	157,995.17	33,496.52
GO Improvement 2017A-Various	99,310.56	103,503.14
Capital Projects Fund	691,323.31	831,803.91
TIF District #5-Antique Mall	404.77	11,992.98
TIF District #6-HECO	14.23	46.86
2017 Street and Utility Project	76,684.81	-
Water Fund	169,776.36	219,474.00
Sewer Fund	6,060.96	28,140.14
Solid Waste Fund	347.94	108.68
Electric Fund	616,941.23	753,479.77
Storm Water Fund	5,717.39	11,723.94
Economic Development Fund	119,703.96	157,520.24
Total	3,184,502.08	3,440,932.44

AGREEMENT

For and in consideration of the promises hereinafter contained, it is hereby agreed as follows:

That Fillmore County (hereinafter referred to as County, a municipal corporation in the State of Minnesota) hereby enters into a contract with the City of Harmony (hereinafter referred to as Contractor, also a municipal corporation in the State of Minnesota).

I.

Contractor agrees to provide efficient and prompt ambulance service to all persons within their area of service in Fillmore County, Minnesota, both emergency and non-emergency, in accordance with statutory standards and regulations.

II.

The Contractor shall have not less than one licensed ambulance in service and capable of rendering efficient services, fully equipped to meet the requirements of the State of Minnesota, Department of Health, and equipped with mobile communications between the ambulance vehicles and law enforcement agencies.

III.

The Contractor shall keep and maintain the ambulance and equipment in clean and sound operating conditions at all times. Clean and sanitary bed linens shall be provided for each patient carried, and shall be changed as soon as possible after the discharge of the patient.

IV.

The Contractor agrees to provide one driver and attendant to staff said ambulance on each call. All of the attendants shall meet the minimum standards required by the State of MN. A licensed driver and an attendant shall staff the ambulance on each call.

V.

The contractor shall provide ambulance service on a twenty-four (24) hour basis, seven days per week, and shall immediately respond to all requests for service initiated by the County, all law enforcement agencies and/or Fire Departments of the County, by physicians and/or health departments of the County and by Hospitals and the Nursing Homes in the service area. Additionally, the Contractor agrees to respond immediately to all requests for service, requested by any citizen within its area of service in the County of Fillmore.

VI.

The ambulances, the ambulance garages and equipment, techniques and procedures shall be available for inspection by any authorized personnel of the County of Fillmore at all reasonable times. Upon request by such authorized personnel of the County, the Contractor shall operate or demonstrate any vehicles or equipment, techniques or procedures used by the Contractor under this Contract.

VII.

The Contractor shall maintain and pay the premiums for the following policies of insurance, which shall cover the operations hereunder during the effective period of this Contract:

- (a) Motor Vehicle Public Liability Insurance with limits of not less than One Hundred Thousand and no/100 (\$100,000.00) Dollars for bodily injury or death of one person, and Five Hundred Thousand and no/100 (\$500,000.00) dollars for bodily injury or death resulting from any one accident and for the sum of at least Fifty Thousand and no/100 (\$50,000.00) Dollars for damages to property arising from any one accident.
- (b) Workmen' s Compensation Insurance covering the employees of the Contractor.

Certificates of said policies evidencing the existence there of, shall be delivered to the County upon request.

VIII.

The Contractor guarantees that he has full legal right to render the services provided for in this contract and that he will defend, indemnify and save the County entirely harmless from any and all claims, demands, damages, actions, and/or causes of action arising or to arise against the Contractor or his employees, or the County of Fillmore by reason of the Contractor' s operations under this Contract or the contractor' s use of any process, equipment, machinery or material in furnishing of the same.

IX.

In view of the character of the services to be rendered, the Contractor shall neither assign his right to this Contract, nor the rights accruing or to accrue under this contract, unless such assignment is agreed to in writing by the County.

X.

The Contractor agrees to comply with all licensing and ordinances and laws of the County and of the municipalities located therein, the State of Minnesota, the United States of America or any other governmental subdivision.

XI.

Notwithstanding the provisions of the Contract, the Contractor shall be allowed to charge and collect fair and reasonable fees from any individual, partnership or corporation from whom services are performed under this Contract. It is understood and agreed that the county is in no way responsible for the collection of these fees and charges and that this responsibility rests solely with the Contractor.

XII.

The County agrees to pay to the Contractor during the term of this agreement \$4,500.00 for the period of January 1, 2019 through December 31, 2019. The County will make one payment for a total of \$4,500.00 for this contract period. Payment shall be made when all contracts from the contractor herein and other contractors for emergency service in Fillmore County are received.

XIII.

The parties hereto agree that the terms of this Contract shall be a period of 12 months, commencing on January 1, 2019 through December 31, 2019.

XIV.

The funds paid by the County to the Contractor shall be used solely for the Contractor's ambulance service and shall not, for any reason, be used for any purposes not connected directly to said ambulance service. Contractor further agrees to furnish the county a complete itemization of how said funds were utilized for ambulance services not later than 30 days after the termination of this agreement.

In the event that any said funds were not used for ambulance services, this agreement shall be considered breached for said Contractor and any and all funds received by said Contractor under this agreement shall be returned to said County immediately.

XV.

Notwithstanding anything to the contrary, this agreement may be terminated on one hundred twenty (120) days notice in writing by either party to the other. In the event of any lack of compliance with the terms hereof on the part of the Contractor to maintain his insurance, the County shall give to the Contractor written notice of such lack of compliance and the Contractor shall have thirty (30) days within which to remedy such situation. If at the end of said thirty (30) days notice, the lack of compliance has not been remedied, this Contract may be terminated by written notice from the County to the Contractor with one hundred twenty (120) days notice.

If termination occurs before the one year term specified in paragraph XIII above, the City shall keep, or the County shall pay, if not yet paid, that portion of the payments called for, under paragraph XII above, on a pro-rated basis.

XVI.

The County of Fillmore will furnish a twenty-four (24) hour answering service and dispatch service through the County Sheriff's Office. The Contractor will maintain two-way radios in said ambulance to be operated on the same frequency as the Hospital's Radio Communication Equipment, and the Contractor shall obtain all necessary licenses and certificates to operate said radios on said frequency. The County agrees to execute any consent necessary for the Contractor to obtain such licenses.

Dated at Preston, Minnesota this _____ day of _____, 2019.

CITY OF HARMONY

FILLMORE COUNTY BOARD OF COMMISSIONERS

By: _____
Mayor

By: _____
Chairman

Clerk

Fillmore County Auditor/Treasurer

Current Ordinance:

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

From November 1 until April 1 of each year, between 2:00 a.m. and 8:00 a.m. each day, no vehicle or personal property shall be parked or left on the even numbered side of any City Street on even numbered days, and no vehicle or personal property shall be parked or left on the odd numbered side of any City Street on odd numbered days.

Penalty, see §10.99



PREPARED FOR

City of Harmony

City of Harmony -Community Center -Access Control System

Prepared For:

Jerome Illg

City of Harmony

(507) 886-8122

cityoffice@harmony.mn.us

Prepared By:

Joe Week

Security Consultant

Custom Alarm

(507) 421-1294

joe@custom-alarm.com



1661 GREEN VIEW DRIVE SW, ROCHESTER, MN 55902
507.288.5522 | WWW.CUSTOM-ALARM.COM



Scope Of Work

Customer Details:

Site: 225 3rd Ave SW Harmony, MN 55939

Billing: PO Box 488 Harmony, MN 55939

Contact: Jerome Illg (507) 886-8122
cityoffice@harmony.mn.us

Custom Alarm to provide and install one electric strike on the front door of the community center. The control panel and power supply shall be located in the main office closet. Customer to provide 120v outlets for the control panel and power supply. Customer to provide a PC for system administration software to be installed. Base system will be set up for scheduled locking and unlocking.

Front door card reader and keys option will allow key holders to be programmed into the system allowing access when the door(s) are locked.

One year warranty on all parts and labor.

Initials: _____

Scope Details

Business Hours: All work proposed shall be performed during normal business hours which are Monday-Friday 7:30 AM-5:00 PM

AC Power: 120 VAC power outlets and hardwire connections are excluded from this project and are the responsibility of others.



Financial Summary

Customer Details:

Site: 225 3rd Ave SW Harmony, MN 55939

Billing: PO Box 488 Harmony, MN 55939

Main Contact: Jerome Illg (507) 886-8122 cityoffice@harmony.mn.us

Access Control				\$3,799.72
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QTY	Manufacturer	Part #	Description
1	RS2 Technologies	Lite.NET8	Access It!® Lite.NET Software
100	Cassidy	22206	22/6 cable
100	Cassidy	162SHPL	16/2 cable
1	RS2 Technologies	FS4RE-PLUS-S3	Four Door Access Control Panel
1	HES	HES 9400-12/24D-630	Surface Mount Electric Strike
1	Honeywell	HP400ULACM4	Four Channel Power Supply

Card Reader and Keys				\$580.28
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QTY	Manufacturer	Part #	Description
20	RS2 Technologies	2050	Smart Key
1	Honeywell Access	OM31BHOND	Mullion Mount Card Reader

Financial Summary	
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Total Proposal Amount: **\$4,380.00**
Note: The above price does not include sales tax

This proposal may be withdrawn by Custom Alarm if not accepted within 90 days.



System Investment

Custom Alarm will provide the proposed system as described in this proposal for the sum of: **\$4,380.00**.

The price above includes: material, equipment and labor as described within this proposal. Taxes are not included and will be charged additionally, if applicable.

Payment Terms:

Work will be scheduled upon the receipt of an authorized signature, purchase agreement deposit as specified on the Financial Summary.

Any alteration or deviation from the proposal involving extra cost of materials or labor will become an extra charge over the sum stated above.

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in this agreement as well as the **Schedule of Equipment** as listed.

I hereby certify that I am authorized to sign this agreement. Custom Alarm is hereby authorized to perform the work as specified.

Prepared By: Custom Alarm
Name: Joe Week

Accepted By: City of Harmony
Name: _____

Signature: _____
Title: _____
Date: _____

Signature: _____
Title: _____
Date: _____



Terms & Conditions

Purchaser acknowledges that additional protection may be obtained over and above that provided herein at additional cost. Purchaser agrees to supply, at Purchaser's expense, all electrical, telephone, internet connections, jacks, outlets and receptacles required for Custom Communications, Inc./Custom Alarm (hereinafter referred as "CCI") to complete its installation and/or service of the Alarm System.

1. Price. PURCHASE PRICE: \$4,380.00, plus applicable taxes which will be included on final invoice.

DEPOSIT: Purchaser agrees to pay CCI, or to others as directed by CCI \$0.00 when this Agreement is signed.

PAYMENT TERMS: Purchaser hereby agrees to pay CCI the balance of the invoice total upon completion of installation. **A late fee up to 1.5% per month may be applied to unpaid balances over 30 days. Purchaser is responsible for all collection costs incurred for unpaid bills, including attorneys' fees and costs.**

2. Effective Date. The Agreement shall become effective when signed by the purchaser and approved by CCI or when the Alarm System becomes operative or is activated, whichever occurs first ("Effective Date").

3. Limited Equipment Warranty. CCI warrants that the equipment and parts installed for Purchaser under the Agreement will be free from defects in material and workmanship for a period of one (1) year from the Effective Date. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at CCI's option, free of charge. This limited warranty will not apply if the damage or malfunction occurs through no fault of CCI while the Alarm System is in Purchaser's possession, or occurs because the Alarm System has been altered, abused, misused, or tampered with, or has otherwise been operated or used contrary to CCI's or the manufacturer's instructions. If CCI's inspection fails to discover defect covered by this limited warranty, the equipment will be repaired or replaced at Purchaser's expense and CCI's regular service charges will apply. In the event there is a conflict between this warranty and a manufacturer's warranty, the terms of this warranty shall control. If warranty service is needed, Purchaser agrees to contact CCI at the address provided in this Agreement. In addition to the legal rights provided herein, Purchaser may have additional rights provided by law.

4. Disclaimer of All Other Warranties. Except for the limited warranty described above, CCI makes no other express warranties. The duration of any implied warranties, including any implied warranty of merchantability or fitness for a particular purpose is hereby limited to the ninety day (90) duration of this warranty. CCI makes no warranty that the Alarm System or services supplied will not be compromised or that the Alarm System or service will provide the protection for which it is intended. Purchaser further acknowledges that any affirmation of fact or promise made by CCI shall not be deemed to create an express warranty unless included in the Agreement in writing; that Purchaser is not relying on CCI's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties that extend beyond the face of this agreement, and that CCI has offered additional and more sophisticated equipment for an additional charge, which Purchaser has declined.

5. Limitations of Alarm System and Monitoring. Purchaser understands that an alarm system does not guarantee the safety of any person or property. Alarm systems may be bypassed; and may not always operate properly for numerous reasons, including equipment malfunction or failure, phone lines being cut, inoperative, or damaged and unable to transmit an alarm signal. In addition, CCI cannot control the response of fire departments, police departments, or emergency medical services. Purchaser acknowledges that CCI does not represent or warrant: that the Alarm System may not be compromised or circumvented; that the Alarm System will prevent any loss by burglary, theft, robbery, fire, or otherwise; or that the Alarm System will in all cases provide the protection for which it is installed or intended. Purchaser understands that due to the nature of the method used for communicating alarm signals, there may be times when the communication method is not able to transmit signals and the monitoring entity will not receive alarm signals. Digital communications use standard telephone lines and no one will receive signals when the telephone system becomes non-operational or the telephone line is cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit an alarm signal due to lack of signal strength or availability of a communication channel. Any other type of communication method installed under this Agreement may also experience an inability to communicate alarms signals. Purchaser understands that CCI offers several levels of communication methods of alarm signals and the Alarm System and its components described on the front page of this Agreement have been chosen by the Purchaser after considering and balancing the levels of protection afforded by various communication methods and the related costs. Purchaser acknowledges and agrees that Purchaser is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication is required.

6. CCI's Limit of Liability. CCI SHALL NOT BE LIABLE FOR ANY DELAY OR INTERRUPTION OF SERVICE, OR NON-OPERATION OF THE ALARM SYSTEM DUE TO CIRCUMSTANCES BEYOND CCI'S REASONABLE CONTROL. PURCHASER AGREES THAT CCI IS NOT RESPONSIBLE FOR PERSONAL INJURY OR OTHER LOSSES THAT ARE ALLEGED TO BE CAUSED BY IMPROPER OPERATION OR NON-OPERATION OF THE ALARM SYSTEM, AND/OR ITS INSTALLATION, AND/OR ITS SERVICE, INCLUDING CASES WHERE THE ALARM SYSTEM AND/OR SERVICE NEVER FUNCTIONS WHETHER DUE TO DEFECTS IN THE ALARM SYSTEM, AND/OR ITS INSTALLATION, AND/OR ITS SERVICE, OR FROM CCI'S ACTS OR OMISSIONS IN RECEIVING AND RESPONDING TO ALARM SIGNALS. PURCHASER FURTHER AGREES THAT CCI IS NOT AN INSURER AND THAT INSURANCE, COVERING PERSONAL INJURY AND OTHER LOSSES, SHALL BE OBTAINED BY PURCHASER.

It is agreed that it would be impractical and extremely difficult to fix actual damages which may arise in situations where there may be a failure of services or equipment, due to the uncertain value of Purchaser's property or the property of others kept on the Premises. THEREFORE, IF ANY LIABILITY IS IMPOSED ON CCI, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, IT WILL BE LIMITED TO 10% OF THE PURCHASE PRICE PROVIDED ABOVE OR TWO HUNDRED FIFTY DOLLARS (\$250.00), WHICHEVER IS GREATER. If Purchaser wants to increase the amount of CCI's maximum liability, Purchaser may do so by paying an additional payment determined by CCI consistent with CCI's increased liability. This shall not be construed to establish CCI as an insurer. IN NO EVENT WILL CCI BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES DUE TO A FAILURE ON THE PART OF CCI OR A FAILURE OF THE ALARM SYSTEM IN ANY RESPECT. Purchaser and CCI agree that this Agreement limits CCI's liability to Purchaser unless CCI's actions are deemed to be willful and wanton. Notwithstanding any contrary definitions found in any case law, Purchaser and CCI expressly agree that willful and wanton means conscious and intentional disregard of and indifference to the rights and safety of others.

7. Indemnify and Hold Harmless. The parties agree that Purchaser retains the sole responsibility for the life and safety of all persons in the protected Premises, and for protecting against personal injury and losses to Purchaser's own property and the property of others in the Premises. Purchaser and CCI agree that there are no third party beneficiaries to this Agreement. PURCHASER AGREES TO INDEMNIFY AND HOLD HARMLESS CCI, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THE AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE ALARM SYSTEM AND/OR SERVICE, WHETHER DUE TO MALFUNCTIONING OR NON-FUNCTIONING OF THE ALARM SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY CCI OF THE INSTALLATION, REPAIR, MONITORING, SIGNAL-HANDLING, OR DISPATCHING ASPECTS OF THE SERVICE. The provisions of this section shall apply to any other company or entity that, in addition to CCI, promotes, markets or endorses the installation, monitoring or repair services provided hereunder.

8. No Subrogation. Purchaser does hereby for himself/herself/itself and other parties claiming under him/her/it, release and discharge CCI from and against all claims arising from hazards covered by Purchaser's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against CCI. Purchaser agrees that this paragraph is not an exculpatory provision, but a risk shifting provision. It will apply to preclude any subrogation action without regard to CCI's negligence or whether CCI's conduct is considered to be willful and wanton as defined above. Paragraph 9 shall be void if Purchaser's insurance policy specifically prohibits this type of waiver.

9. Installation Delays. CCI shall not be liable for any damage or loss sustained by Purchaser from delays in installation of equipment or for delays or interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or any other causes. Any date given to Purchaser as to when work is to be substantially completed is not a definite completion date, but an estimate. The Purchaser agrees that time is not of the essence.



10. Testing the Alarm System. The parties hereto agree that the Alarm System, once installed, is in Purchaser's exclusive possession, custody and control. Purchaser agrees to test and inspect the Alarm System immediately upon completion of installation and to advise CCI in writing within three (3) days after installation of any defect, error, or omission in the Alarm System. Upon expiration of the three (3) day period, the Alarm System and the protection provided shall be deemed accepted by Purchaser. Thereafter, Purchaser must regularly test the Alarm System's operation, according to CCI's and the manufacturer's instructions, and notify CCI if any equipment is in need of repair at Purchaser's expense if not covered by the limited warranty herein.

11. Installation on Premises. CCI is authorized to install, service, move and/or remove components of the Alarm System on the Premises. In doing so, CCI is authorized to cut into walls, drill holes, drive nails, and do any other thing necessary in CCI's sole discretion to install and/or service and/or move and/or remove the Alarm System and its components. CCI shall not be responsible for any condition created as a result of such installation, service, move or removal. CCI shall not be responsible for any damage caused to the Premises as a result of installation, service, or the removal of the Alarm System. CCI is under no obligation to redecorate any portion of Purchaser's building upon installation, service, move or removal of the Alarm System. Purchaser represents that the owner of the Premises, if other than Purchaser, authorizes the installation of the Alarm System under the terms of this Agreement; and Purchaser agrees to indemnify CCI for any claims made by the owner of the Premises arising directly or indirectly, or otherwise related to, this Agreement or any provision thereof.

12. Lead Paint. If the Premises was built before 1978, or if Purchaser believes lead paint is located at the Premises, Purchaser must notify CCI in writing before CCI begins its work at the Premises. If the Premises has lead paint that will or may be disturbed by CCI's installation, service, move, or removal of the Alarm System or any of its components, Purchaser agrees to reimburse CCI for its or its agent's expenses for abatement and containment of the lead paint, per federal requirements. Purchaser also agrees to indemnify and hold CCI harmless for any damages caused by removal or disturbance of lead paint at the Premises.

13. Laws and Permit Requirements and Fees. CCI does not have the duty to disclose or inform Purchaser of any applicable laws, regulations, and/or codes regarding the use or adequacy of an alarm system. CCI also does not have a duty to obtain any alarm use permits that may be required. Purchaser is responsible for all alarm permits and permit fees. Purchaser agrees to file for and maintain any permits required by applicable law. CCI shall have no liability for permit fees, false alarms, false alarm fines, police or fire response fees. Purchaser agrees to indemnify or reimburse CCI for any fines imposed against CCI relating to permits or false alarms. If CCI is required by law to perform any service or furnish any material not specifically covered by the terms of this Agreement Purchaser agrees to reimburse CCI for such service or material.

14. Fire Alarm Code and Permit Requirements. Unless a Fire Alarm System to Code is to be installed on the schedule of protection, CCI makes no representation that the Alarm System's fire detection equipment meets local code, fire department, or any Authority Having Jurisdiction [AHJ] requirements. It is not CCI's responsibility to apply for any permits or fees in connection with such equipment. The law requires, and CCI recommends, that Purchaser install a Fire Alarm System to Code with plans and specifications prepared by an architect or professional engineer, and that the Alarm System be properly permitted, inspected and approved by the AHJ. Purchaser represents that any existing fire alarm system is approved by the AHJ and that any repairs or replacement parts installed by CCI are not additional equipment that would require the AHJ's approval. If, at the time of installation, additional equipment is needed there will be additional charges to Purchaser.

15. CCI's Service Obligations. CCI shall not be obligated to render any service to Purchaser under the terms of this Agreement, except as expressly stated in this agreement. During the warranty period, CCI shall not be required to service the Alarm System unless it has received written notice from Purchaser, and upon such notice, and provided Purchaser is not in default of this Agreement, CCI shall during the warranty period service the Alarm System as soon as reasonably possible during CCI's regular business hours.

16. Title. Title to the Alarm System and all the component parts herein shall remain in CCI until Purchaser pays for the Alarm System in full. Purchaser authorizes CCI and its designated representatives to enter the Premises and remove the Alarm System in the event of default in payment of the purchase price when due.

17. Key Service Authorization. If key service is provided as part of the Alarm System, Purchaser hereby authorizes CCI, its agents and assigns (including, but not limited to, police and fire officials) to enter Purchaser's premises in an emergency to make repairs to the Alarm System and/or to take other necessary action, in CCI's discretion. Purchaser further agrees that CCI may authorize emergency repairs to be made by others. Purchaser agrees to pay any expenses incurred as a result of the provisions of this paragraph.

18. Unfavorable Conditions. If the Alarm System or any of its components is affected by unfavorable conditions in the Premises (e.g., air turbulence), Purchaser agrees to turn off, disable, or remove all things, animate or inanimate, causing the disturbance. This includes, but is not limited to, all forced air heaters, air conditioners, animated display signs, animals, covering of chemical vats, and any other source of air turbulence, movement, or other unfavorable condition that may interfere with the effectiveness of the Alarm System.

19. Third Party Billing. If Purchaser should elect to employ any third party "Contractor Compliance Management Service or Solution", CCI reserves the right to charge Purchaser a handling/processing fee based on any additional costs incurred including, but not limited to clerical time of CCI staff to prepare and invoice Purchaser based on requests of compliance service. Additionally CCI reserves the right to charge Purchaser if any additional fees are imposed based on processing permits or fees, such as fire alarm compliance engine fees.

20. Assignment. Purchaser cannot assign this Agreement without CCI's prior written consent. CCI may assign this Agreement or subcontract any of its obligation under this Agreement without notice to Purchaser.

21. Litigation. In the event CCI institutes legal action to recover any amounts owed by Purchaser to CCI hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1.5% per month from the date payment is due; and the interest shall be payable in addition to any statutory interest on judgments allowed under Minnesota law, as calculated in Minn. Stat. § 549.09. Should CCI prevail in any litigation between the parties arising directly or indirectly or otherwise related to this Agreement, or any provision hereof, Purchaser shall pay CCI's attorneys' fees and costs. Any lawsuit arising directly or indirectly or otherwise related to this Agreement, or any provision hereof, shall be litigated only in the courts of the State of Minnesota, County of Olmsted. The parties waive trial by jury in any action between them. Any action by Purchaser against CCI must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against CCI must be commenced based on the provisions of this Agreement. Any other action that Purchaser may have or bring against CCI in respect to services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.

22. Complete Agreement; Modification. This written Agreement (including the provisions on both the front and back and any attachments thereto) is the entire and complete agreement between CCI and Purchaser and replaces any prior oral or written agreements related to the subject matter of this Agreement. No verbal understandings or agreements will change the terms and conditions of this Agreement. Purchaser understands that any changes in this Agreement must be approved by CCI and its insurer, and any changes must be in writing and signed by CCI and Purchaser.

23. Conflict. Purchaser understands and agrees that if there is any conflict between this Agreement and any other contract between Purchaser and CCI, this Agreement will govern as to the terms in conflict, whether or not it was signed first.

24. Severability. If any provision of this Agreement is deemed void or unenforceable the remaining parts of the Agreement will remain in full force and effect.

25. Not Binding Until Accepted. This is not a binding agreement until CCI accepts it. If CCI does not accept it, CCI will refund any amount Purchaser has paid under this Agreement. THIS CONTRACT IS VALID EVEN IF UNSIGNED BY CUSTOM COMMUNICATIONS, INC./CUSTOM ALARM REPRESENTATIVE.

26. Notice of Lien Rights. (a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions; (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice. **If this is a home solicitation sale, the following cancellation clause applies: "BUYER'S RIGHT TO CANCEL"** Purchaser, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See attached notice of cancellation form for an explanation of this right.

PURCHASER ACKNOWLEDGES THAT HE/SHE/IT HAS READ AND UNDERSTANDS THE ENTIRE AGREEMENT INCLUDING THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS DOCUMENT AND ANY ATTACHMENTS HERETO.



Chatfield,MN

Rushford,MN

Eitzen,MN

Harmony,MN

Jerome,

I put together a quote for trading skid steer loaders. I talked to the guys, as I am sure you have, and they said one of the things that they would like is to have a 2-speed in the unit. I put together a quote for a new Case SV185. The following is a couple of things that this unit has that your SR150 does not:

- 2 – Speed transmission
- Heavier lift capacity 1500 (SR150) 1850 (SV185)
- A/C and heat
- Hydraulic Coupler (Connect to attachments from the cab)
- Ride Control (hydraulics act as a suspension for a loaded bucket)
- Better resale
- Warranty (1 year full warranty and 2 year extended engine)

New Case SV185 skidsteer (A/C Heat Cab, Block Heater, Pallet Forks, 2 Speed, Air Ride Seat, Hydraulic Coupler)

List Price: \$54,408

Selling Price w/municipality discount: \$39,000

Trade Price: \$19,000

This unit with 10x16.5 tires will be just a little bit narrower than the SR150 that currently has size 12x16.5 tires. It will go down the sidewalks just like the



Chatfield,MN

Rushford,MN

Eitzen,MN

Harmony,MN

SR150. Also, speaking with the guys they said they would to keep the bucket they have and get a pallet fork. Ill keep the bucket that comes with skid steer and throw in the pallet fork.

I have this unit on hand if anyone wants to take a look at it. It is currently sitting in the Chatfield location but hopefully will be on display during Customer Appreciation Days on February 14th. Thanks again for opportunity to work with you and if you have any questions please feel free to reach out to me at anytime.

Thanks,

Eric Hammell

Hammell Equipment Inc. Harmony

Harmony Economic Development Authority

2018 Annual Activity Report (12 months ending December 31, 2018)

The Harmony EDA regularly meets the first Thursday of each month at 7:30 AM at the Community Center. Special meetings are held to accommodate special requests or projects where deadlines were in conflict with the regular meeting schedule. One special meeting was held as a joint session with the school board and city council.

Meeting frequency:

	Meeting Frequency	
	Regular	Special
2018	12	1
2017	12	1
2016	11	4

Meeting attendance record:

Member	Meeting Dates														Absences		
	1/11	2/1	2/13	3/1	4/12	5/3	6/7	7/12	8/9	9/6	10/4	11/1	12/6	2018	2017	2016	
C. Skaalen	x		x	x	x	x	x	x	x	x		x	x	2	1	2	
S. Donney	x	x	x		x	x	x	x	x	x	x	x	x	1	-	2	
D. Swenson	x			x	x	x	x	x			x	x	x	4	2	3	
A. Batstone	x	x	x	x	x		x	x	x	x	x	x		2	4	4	
K. Kingsley	x	x	x	x	x	x	x	x	x	x		x	x	1	-	1	

Project Highlights:

Live2Lead Leadership Seminar

- Sponsored leadership seminar for local community leaders.

Coordinated Joint Community Meeting

- Meeting held between City Council, Fillmore Central School Board, and EDA
- Discussed several issues, projects, and long-term goals resulting in opportunities to collaborate.

Experience Harmony II

- Completed community input process including analyzing community survey responses.
- Developed and **implemented 6 strategic community goals**: telling our story, housing, transportation, environmental sustainability, lodging & amenities, and technology.

Harmony Spirits Distillery

- Held groundbreaking ceremony and media event; business plans to open in February 2019.

State Trail Extension Project

- Lobbied the state legislature to advance the \$1.5 million bonding bill that would acquire and build the state trail extension to the Iowa boarder with a spur to Niagara Cave.
- Completed **24 meetings** with Minnesota legislators in both the House and Senate.
- **Received \$1.5 million** state appropriation to build the trail as proposed in the 2018 “bonding bill.”
- **Received \$235,000** state appropriation to acquire trail corridor land as a part of the 2018 “bonding bill” stemming from the grant application to the Legislative-Citizen Council on Minnesota Resources (LCCMR).

- **Awarded \$15,000** grant from the Harmony Area Community Foundation to assist with land acquisition for trail corridor.
- Created work plan for LCCMR appropriation.

Harmony Enterprises Equipment at Visitor Center

- Based on initiatives discussed during Experience Harmony II, EDA initiated discussions between the Chamber of Commerce and Harmony Enterprises to locate a Smart Pack trash container at the visitor's center with the purpose of displaying to tourists the technology and equipment manufactured in Harmony.

Dairyland Power Prospect

- Approved option to purchase contract for property in the industrial park in support of a new maintenance building.

Harmony Welcome Monument

- Began process with local volunteers to locate, build, and install third "Welcome to Harmony" sign at south entrance on Highway 139.

Community Marketing

- Began creation of a new community marketing video and digital marketing campaign.

New Home Construction Rebate Program

- **Awarded 5 rebates** totaling **\$48,750** creating **\$1,154,352** in new home value.
- Received national media attention from outlets such as The Wall Street Journal, Bloomberg, CNBC, Trulia.com, and Realtor.com.

Revolving Loan Fund

- **Approved \$7,700 loan** to Homespun Harmony to assist with building acquisition.
- Managed loan portfolio and repayments; \$55,000 in repayments made during 2018.
- Completed annual reporting requirements.

Other Grant Awards

- **Awarded \$10,000** "Small Town" grant from the Southern Minnesota Initiative Foundation to support the Harmony Freenotes Music Park project discussed in Experience Harmony II.
- **Awarded \$10,000** grant from the Harmony Area Community Foundation to assist the Harmony Park Board in repairing the municipal outdoor basketball courts.
- **Awarded \$2,260** grant from the Harmony Area Community Foundation to assist the City of Harmony place garbage receptacles in public spaces on Main Street.

General Business Assistance

- **Met with 37 individual current and/or prospective businesses** in regards to projects, issues, programs, business planning, financial packaging and other general assistance.

Tax Increment Financing (TIF) District Decertification

- Decertified Industrial Park TIF district (Antique Mall & Oak Meadow Meats) adding **\$695,100** in new taxable value.

Required Reporting

- Annual Minnesota Investment Fund report to DEED (revolving loan fund).
- Annual Redevelopment Grant report to DEED (downtown parking lot grant).

Annual Program Review

- Annual review of Business Subsidy Policy and active program guidelines to ensure effectiveness and ease of use. Active programs during 2018 were the revolving loan fund and new home construction rebate.

Revolving Loan Fund Summary:

Active Loan Portfolio	2018	2017	2016
Total Number of Loans:	15	15	15
New Loans:	1	0	5
Total Principal Amount:	\$365,810.47	\$382,110.47	\$382,110.47
Total Balance Due:	\$241,483.74	\$294,729.49	\$325,217.97
Average Loan Amount:	\$24,387.36	\$25,474.03	\$25,474.03
Cash on Hand Available to Lend:	\$90,453.30	\$27,381.40	(\$8,953.62)

Loan Portfolio since Inception (1989, Harmony Enterprises Grant)

Total Loans Made:	64
Total Principal Amount:	\$1,046,531.77
Total Repayments:	\$1,008,579.94
Total Write Offs:	\$41,478.12
Total Interest Received:	\$271,135.81
Average Loan Amount:	\$16,352.06

New Construction Estimated Market Value (actual yr. built):

2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
\$414,700	\$911,000	\$464,500	\$219,100	\$150,500	\$198,800	\$427,600	\$363,500	\$1,407,900	\$194,700	\$630,700

2017 by Tax Classification

Ag/Rural	SRR	Res Hm	Res Non Hm	Apt & BB	Commercial	Industrial	Total
\$0	\$0	\$334,700	\$154,700	\$0	\$141,300	\$0	\$630,700

2016 by Tax Classification

Ag/Rural	SRR	Res Hm	Res Non Hm	Apt & BB	Commercial	Industrial	Total
\$0	\$0	\$47,500	\$99,100	\$48,100	\$0	\$0	\$194,700

2015 by Tax Classification

Ag/Rural	SRR	Res Hm	Res Non Hm	Apt & BB	Commercial	Industrial	Total
\$180,000	\$0	\$510,450	\$240,250	\$18,900	\$324,800	\$133,500	\$1,407,900

Economic Development Authority's Financial Impact on Harmony:*(Excluding loan repayments & fund interest earnings)*

	2018	2017	2016
Total Grants Received:	\$1,772,260	\$11,000	\$50,000
Total Loans Made:	\$7,700	\$0	\$109,310
Total Short Term Project Revenue Leveraged:	\$48,750	\$132,000	\$37,000
Total Long Term Project Revenue Leveraged:	\$0	\$0	\$0
Total New Dollars Leveraged for Harmony:	\$1,828,710	\$143,000	\$196,310
Total City Levy:	\$652,200	\$590,000	\$567,503
Total EDA Budget:	\$100,000	\$119,118	\$123,599

Harmony Economic Development Authority
Residential Rebate Program – Application

Applicant Information

Name: _____ Date: _____

Address: _____

City/State/Zip: _____ Phone: _____

Email: _____

Describe Structure & its Location/Address: _____Is the recipient of the rebate the same person as listed above? YES NO*(If NO, please attach name, address, phone, and email of the rebate recipient, with a signed & dated letter from Applicant indicating their intent to transfer the rebate. Contact info of rebate recipient is needed only prior to issuing rebate.)*

Previous City of Residence (of rebate recipient): _____

Rebate Amount Requested: _____ Estimated Market Value of Structure: _____

Applicant Certification

We, the undersigned certify that the information submitted is true and accurate to the best of our knowledge, that we have read, understand, and that we will comply with the program guidelines. We understand that this application will be reviewed based on the information provided herein and that if the final project does not meet minimum program guidelines the City reserves the right to deny rebate payment.

Name/Title (Printed)_____
Name/Title (Printed)_____
Signature

Date

Signature

Date

***** Please submit one application with supporting materials per rebate request to City Hall, incomplete applications will not be accepted. Applications will be reviewed on a first come-first serve basis. To redeem rebate, recipient must have satisfied all program requirements. Rebates must be claimed within 12 months from approval date.*****

For Office Use Only (initial behind each):

Date Received: _____ Amount Approved: _____ Date Approved: _____

Date City Obligations Checked: (1) _____ (2) _____ Date Paid: _____ Check #: _____

Harmony Economic Development Authority

Residential Rebate Program – Guidelines

- Cash rebate of up to \$12,000 per new house built based on estimated market value of home. Condominiums, townhomes, twin homes, or other residential structures with zero lot lines are eligible provided they are constructed to be owner-occupied and each unit is divided into separate tax parcels.
- Rebate must be approved before any work begins.
- For owner-occupied residential construction only.
- Construction must be on currently vacant taxable parcel in Harmony. A taxable parcel will be considered “currently vacant” if an existing structure is proposed to be demolished, but the proposed new structure must be of greater taxable value than the structure to be demolished. Only one rebate per original lot will be awarded, regardless of how many new owner-occupied units are constructed on the original lot.
- Minimum Estimated Market Value for final construction at least \$125,000.
- EDA loan committee will review/approve each application, forwarding any questionable applications to full EDA for approval.
- Rebate paid once 100% of exterior features are complete (roof, siding, soffits, windows, doors, etc...), expect when loan committee determines application will fall between rebate scales in which case the applicant will receive the rebate amount for the rebate bracket below, and the remaining rebate amount upon verification via final appraisal of property by county assessor.
- Rebates given until funds are gone or City ends program. Program will be reviewed annually.
- Rebate paid to property owner, unless directed otherwise by property owner.
- Spec and model homes qualify.
- There are no age, race, income, or residency limits/restrictions.
- Rebate recipient must be current on all city obligations (taxes, utilities, zoning issues, etc...) and EDA reserves right to deny application based on past history.

The rebate will be issued on a sliding scale as follows:

Estimated Market Value	Rebate Amount
\$125,000-150,000	\$5,000 <i>(Loan committee can temp. bump down to \$3,250 for applications on “bubble”)</i>
\$150,001-175,000	\$6,750
\$175,001-200,000	\$8,250
\$200,001-250,000	\$10,000
\$250,001- +	\$12,000

ALL projects must be approved by the EDA prior to ANY construction work beginning

The EDA retains the right of ultimate right of review for each application and may deviate from the above criteria if it deems doing so is in the best interest of the community.

SOLAR ORDINANCE

I. Scope

This ordinance applies to all solar energy installations in the City of Harmony.

II. Purpose

The City of Harmony has adopted this regulation for the following purposes:

- To preserve the health, safety and welfare of the Community's citizens by promoting the safe, effective and efficient use of active solar energy systems installed to reduce the on-site consumption of fossil fuels or utility-supplied electric energy.
- Harmony finds that it is in the public interest to encourage the use and development of renewable energy systems (including solar energy systems) that have a positive impact on energy conservation with limited adverse impact on nearby properties. As such, the city supports the use of solar collection systems.
- Harmony also finds that the development of solar energy systems should be balanced with the protection of the public health, safety and welfare. The city intends the following standards to ensure that solar energy systems can be constructed within Harmony while also protecting public safety and the natural resources of the city.
- It is the intent of the city with this section to create standards for the reasonable capture and use, by households, businesses and property owners, of their solar energy resource.

III. Definitions

Active Solar Energy System: A solar energy system whose primary purpose is to harvest energy by transforming solar energy into another form of energy or transferring heat from a collector to another medium using mechanical, electrical, or chemical means.

Building-integrated Solar Energy Systems: An active solar energy system that is an integral part of a principal or accessory building, rather than a separate mechanical device, replacing or substituting for an architectural or structural component of the building. Building-integrated systems include but are not limited to photovoltaic or hot water solar energy systems that are contained within roofing materials, windows, skylights, and awnings.

Flat Roof: Any roof with a pitch of 3/12 or less as calculated by the rise over the run.

Flush-Mounted Solar Energy System: A roof-mounted system mounted directly abutting the roof and sloped at the same pitch as the roof.

Grid-intertie Solar Energy System: A photovoltaic solar energy system that is connected to an electric circuit served by an electric utility company.

Off-grid Solar Energy System: A photovoltaic solar energy system in which the circuits energized by the solar energy system are not electrically connected in any way to electric circuits that are served by an electric utility company.

Passive Solar Energy System: A solar energy system that captures solar light or heat without transforming it to another form of energy or transferring the energy via a heat exchanger.

Photovoltaic System: An active solar energy system that converts solar energy directly into electricity.

Renewable Energy Easement, Solar Energy Easement: An easement that limits the height or location, or both, of permissible development on the burdened land in terms of a structure or vegetation, or both, for the purpose of providing access for the benefited land to wind or sunlight passing over the burdened land.

Roof Pitch: The final exterior slope of a building roof calculated by the rise over the run, typically but not exclusively expressed in twelfths such as 3/12, 9/12, 12/12.

Side Mount Solar Energy System (or Building Mount): A solar collector or series of solar collectors attached to the sidewalls of a structure as opposed to the roof or ground.

Solar Access: Unobstructed access to the solar resource (see definition below) on a lot or building, including access across adjacent parcel air rights, for the purpose of capturing direct sunlight to operate a solar energy system.

Solar Resource: A view of the sun from a specific point on a lot or building that is not obscured by any vegetation, building, or object for a minimum of four hours between the hours of 9:00 AM and 3:00 PM Standard time on any day of the year.

Solar Collector: A device, structure or a part of a device or structure for which the primary purpose is to transform solar radiant energy into thermal, mechanical, chemical, or electrical energy.

Solar Collector Surface: Any part of a solar collector that absorbs solar energy for use in the collector's energy transformation process. Collector surface does not include frames, supports and mounting hardware.

Solar Energy: Radiant energy received from the sun that can be collected in the form of heat or light by a solar collector.

Solar Energy Device: A system or series of mechanisms designed primarily to provide heating, cooling, electrical power, mechanical power, solar daylighting or to provide any combination of the foregoing by

means of collecting and transferring solar generated energy into such uses either by active or passive means. Such systems may also have the capability of storing such energy for future utilization. Passive solar energy systems shall clearly be designed as a solar energy device such as a trombe wall and not merely a part of a normal structure such as a window.

Solar Energy System: A device or structural design feature, a substantial purpose of which is to provide daylight for interior lighting or provide for the collection, storage and distribution of solar energy for space heating or cooling, electricity generating, or water heating.

Solar Mounting Devices (or mounting device): Racking, frames, or other devices that allow the mounting of a solar collector onto a roof surface or the ground.

IV. Permitted Accessory Use

Active solar energy systems shall be allowed as an accessory use in all zoning classifications where structures of any sort are allowed, subject to certain requirements as set forth below. Passive solar energy systems shall be exempt from the requirements of this ordinance, and instead shall be regulated as any other building element.

A. Location

Active solar energy systems must meet the following location requirements:

1. Roof-mounted or side-mounted Solar energy systems shall be permitted on any roof surface or building side, including surfaces facing front yards, as long as all other requirements of this ordinance are met.
2. Ground-mounted Solar energy systems shall be permitted in rear yards in all residential zoning districts. Ground-mounted Solar energy systems shall be permitted in any yard in Industrial, Commercial, and Agricultural Districts. Active solar energy systems shall not be ground-mounted within any easement or right-of-way held by the City of Harmony or other public entity.

B. Height

Active solar energy systems must meet the following height requirements:

1. Building- or roof-mounted solar energy systems shall not exceed the maximum allowed height in any zoning district. Roof-mount systems shall be no steeper than roof pitch flush-mount panels, and shall be no higher than twelve (12) inches above the roof, except on a Flat Roof, in which event solar panels shall be bracket mounted at no more than three feet above the surface of the roof, along with a three-foot clearance around all roof edges.

2. Side-mounted solar energy systems shall not exceed the maximum allowed height in any zoning district.
3. Ground- or pole-mounted solar energy systems shall not exceed 15 feet in height when oriented at maximum tilt.

C. Set-back

Active solar energy systems must meet the accessory structure setback for the zoning district and primary land use associated with the lot on which the system is located.

1. **Roof-mounted Solar energy systems:** In addition to the building setback, the collector surface and mounting devices for roof-mounted solar energy systems shall not extend beyond the exterior perimeter of the building on which the system is mounted or built. Exterior piping for solar hot water systems shall be allowed to extend beyond the perimeter of the building on a side yard exposure.
2. **Side-mounted Solar energy systems:** The collector surface and mounting devices for side-mounted solar energy systems shall not extend beyond the building setbacks, except in a commercial district where the building setback is 0 feet and the applicant has obtained an easement from the adjoining property owner for installation of the solar energy system.
3. **Ground-mounted Solar energy systems:** Ground-mounted solar energy systems may not extend into the front, side, or rear setback as applicable when oriented at minimum design tilt.

D. Visibility

Active solar energy systems shall be designed to blend into the architecture of the building or be screened from routine view from public right-of-ways other than alleys. The color of the solar collector is not required to be consistent with other roofing materials.

1. **Building-integrated Solar Energy Systems:** Building-integrated photovoltaic solar energy systems shall be allowed regardless of whether the system is visible from the public right-of-way, provided the building component in which the system is integrated meets all required setback, land use or performance standards for the district in which the building is located.
2. **Solar Energy Systems with Mounting Devices:** Ground-mount systems in residentially zoned districts shall not be visible from the public right of way, excluding alleys.

E. Coverage

1. **Flush-mounted Solar energy systems** may cover the entire roof surface.
2. **Solar energy systems mounted on a flat roof** may cover the entire roof surface, except the outer edges as provided in section IV(B)(1).
3. **Side-mounted Solar energy systems**, excluding Building-integrated solar energy systems, may cover up to 75% of the available building side surface area.

4. **Ground-mounted Solar energy systems** shall not exceed 50% of the total square footage of the backyard in a residential district or 50% of the total lot surface area in a commercial, industrial, or agricultural zoning district.

F. Approved Solar Components

Electric solar energy system components must have a UL listing and solar hot water systems must have an SRCC rating.

G. Plan Approval Required

All solar energy system installations or alterations shall require administrative plan approval by the City of Harmony zoning official and issuance of a solar permit. Such permits shall be acquired prior to commencement of any installation activity. No system permit shall be issued for a system not in conformity with the regulations applicable to such system.

1. **Plan Applications:** Plan applications for solar energy systems shall be accompanied by to-scale horizontal and vertical (elevation) drawings. The drawings must show the location of the system on the building or on the property for a ground-mount system, including the property lines.
 - a. **Pitched Roof Mounted Solar Energy Systems.** For all roof-mounted systems other than a flat roof the elevation must show the highest finished slope of solar collector and the slope of the finished roof surface on which it is mounted.
 - b. **Flat Roof Mounted Solar Energy Systems.** For flat roof applications, a drawing shall be submitted showing the distance to the roof edge and any parapets on the building and shall identify the height of the building on the street frontage side, the shortest distance of the system from the street frontage edge of the building, and the highest finished height of the solar collector above the finished surface of the roof.
2. **Utility Connection:** All grid-connected systems shall have a completed, written **interconnection agreement** with the local utility prior to application for plan approval. The agreement shall be submitted with the plan application.
3. **Fees:** An application for a solar permit shall be accompanied by the fee as specified in the City fee schedule. No application will be considered unless and until the required fee has been paid by the applicant to the City.
4. **Plan Approvals:** Applications that meet the design requirements of this ordinance, and do not require an administrative variance, shall be granted administrative approval by the zoning official and shall not require Planning Commission review. Plan approval does not indicate compliance with Building Code or Electrical Code.
5. **Duration:** Any permit issued under this Section shall be valid for a period of 12 months from the date of issuance. If the construction of the system is not completed within 12 months from the date of its issuance, the system permit shall be void, and the site or which the permit was sought shall be returned to the condition it was prior to the issuance of such system permit.

H. Compliance with Codes

1. **Building Code:** All active solar energy systems shall meet approval of local building code officials, consistent with the State of Minnesota Building Code, and solar thermal systems shall comply with HVAC-related requirements of the Energy Code.
2. **State Electrical Code:** All photovoltaic systems shall comply with the Minnesota State Electrical Code.
3. **State Plumbing Code:** Solar thermal systems shall comply with applicable Minnesota State Plumbing Code requirements.

I. Utility Notification

All grid-intertie solar energy systems shall comply with the interconnection requirements of the electric utility. Off-grid systems are exempt from this requirement.

V. Principal Use by Conditional Use Permit Only

A. Residential: Solar Energy Systems shall not be allowed as a principal use in any residentially zoned district.

B. Commercial, Industrial, & Agricultural: Solar Energy Systems may be allowed as a principal use in a commercial, industrial, or agriculturally zoned district by Conditional Use Permit only. An applicant must convincingly demonstrate their proposed installation will meet the following criteria before the City Council may grant a conditional use permit allowing the installation of solar panels on a lot as a principal use.

1. The proposed installation site is not likely to be developed for commercial, industrial, or residential use in the next 30 years when taking into account:
 - a. Historic development trends in the City;
 - b. Current development trends in the City;
 - c. The location of the property in question compared to other property within the City boundary with development potential; and
 - d. Any physical or economic barriers that would make future residential, commercial, or industrial development cost prohibitive.
2. The absence of public infrastructure previously installed at taxpayer expense to facilitate future development for the proposed installation site.

C. Conditions

1. If the Section V.B. criteria are found to be met, the City Council may grant the permit with conditions relating to the following design elements:
 - a. Size of the Solar Energy System;
 - b. Exact location of the Solar Energy System;
 - c. Required setbacks;

- d. Height; and
- e. Any other conditions necessary to protect the health, safety, and general welfare of the City and its residents and businesses.

VI. Restrictions on Solar Energy Systems Limited

No homeowners' agreement, covenant, common interest community, or other contract between multiple property owners within a subdivision of the City of Harmony shall restrict or limit solar energy systems to a greater extent than the City of Harmony's solar energy standards.

VII. Solar Access

The City of Harmony encourages solar access to be protected in all new subdivisions and allows for existing solar to be protected consistent with Minnesota Statutes.

A. Solar Easements Allowed

The City of Harmony has elected to allow solar easements to be filed, consistent with Minnesota Stat. Chapter 500 Section 30. Any building owner can purchase an easement across neighboring properties to protect access to sunlight. The easement is purchased from or granted by owners of neighboring properties and can apply to buildings, trees, or other structures that would diminish solar access.

B. Easements within Subdivision Process

The City of Harmony may require new subdivisions to identify and create solar easements when solar energy systems are implemented as a condition of a PUD, subdivision, conditional use, or other permit, as specified in Section 8 of this ordinance.

VIII. Abandonment

If the solar energy system remains nonfunctional or inoperative for a continuous period of one year, the system shall be deemed to be abandoned and shall constitute a public nuisance. The owner shall remove the abandoned system at their expense after all necessary approvals and permits have been obtained. Removal includes the entire structure including transmission equipment.

City of Harmony Solar Permit Application

Solar Application Fee: \$650

Please answer the following questions in order for the City of Harmony to consider approval of solar permit. It is highly recommended that prior to signing any contracts or purchasing any material with vendors, that you submit this application and receive approval from the City of Harmony for this application.

Applicant Name _____

Mailing Address _____

Installation Address _____

Email _____

Phone _____

Date of Application _____

Interconnection (connection back to city electric system) Yes No

Type of Application Residential Commercial/Industrial

Zoning District of Installation Residential-1 Residential-2 Commercial Industrial

Location:

1. How/Where will your solar panels be mounted? Ground mounted solar panel shall be permitted in rear yards in all residential zoning districts. Roof mounted or side mounted solar are permitted on any roof surface or building side.
 - Ground Mount-side yard
 - Ground Mount-front yard (not allowable in residential, allowable commercial, industrial, ag)
 - Ground mount-back yard
 - Roof Mount-flush mount greater than 3/12 pitch
 - Side Mount (side of building)
 - Flat Roof- less than 3/12 pitch

Height:

2. Describe the height of your solar system below. Building mounted or roof mount solar energy systems cannot be any steeper than the roof pitch and shall be mounted no higher than 12 inches above the roof. Flat roof mount shall be no higher than 3' above the surface of the roof along with a 3' clearance around the roof edges. Side mount shall not exceed maximum height in any zoning district. Ground/pole mount shall not exceed 15' in height when oriented at maximum tilt.

Set Back

- 3. What are the distances from each of the property lines in which the solar system will be mounted? **Please provide a detailed drawing illustrating distances of solar equipment from property lines with application.** Roof mounted cannot extend beyond the exterior perimeter of the building on which the system will be mounted. Side mount collector systems shall not extend beyond the building setbacks. A side mount in a commercial district is allowable as long as an easement from adjoining property owner is obtained. Ground mounted may not extend into the front, side or rear yard setback when oriented at minimum design tilt.
 Front _____ Side 1 _____ Side 2 _____ Rear _____

Visibility

- 4. Are you located on a corner lot? Yes No
 Building integrated solar energy systems are allowable as long as they comply with setbacks, land use, and performance standards of the district in which they are located. Ground mounted systems in residentially zoned districts shall not be visible from public right-of-way, excluding alleys, therefore are not allowable on corner lots.

Coverage

- 5. Describe how much surface area your solar system will cover. Include such things as how many square feet (surface area) of panels and how much square feet (surface area) of roof or side building. For flush mount roof system, it may cover the entire roof with no overhang. For flat roof, it may cover the entire roof, except what is described in Item 2. For side mount, it can not cover more than 75% of the available building surface. Ground mounted shall not exceed 50% of the total square footage of the backyard in a residential area, and 50% in all other zoned areas.

You will also need to submit an Interconnection Agreement, Generation Interconnection Application, Engineering Data Submittal. Those can be submitted once the solar permit is approved by the City of Harmony. It is highly recommended that those be approved also prior to signing any contracts or purchasing any material with vendors. Incomplete applications will not be considered or evaluated.

Signature of Applicant _____ Date _____

City of Harmony
 P.O. Box 488
 Harmony, MN 55939
 Phone: 507-886-8122
 Email: cityoffice@harmony.mn.us

HUBKA CONSTRUCTION ESTIMATE

megan hubka <megan9hubka3@hotmail.com>

Mon 1/21/2019, 11:04 AM

To: brimichel@hotmail.com <brimichel@hotmail.com>

CITY OF HARMONY

SCULPTURE COLLECTION DECORATIVE CONCRETE

1 LOAD OF ROCK FOR GRADING

583 SQ. FT. OF 4" COLORED CONCRETE WITH REBAR

STAMP RENTAL

2 COATS OF SEALER

CONTROL & EXPANSION JOINTS WHERE NEEDED

TOTAL ESTIMATE: \$ 7,163.00

EXCLUDES:

ANY FINAL GRADING (WILL DO TIME AND MATERIAL)

THANK YOU,
HUBKA CONSTRUCTION, INC.