

AGENDA
HARMONY CITY COUNCIL
Regular Meeting

August 13, 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. SEMCAC
5. Reports
 - a. Historical Society
 - b. Methodist Church
 - c. Utility Committee
 - d. Minnesota Energy Resources
 - e. Sandy Strozyk
 - f. Planning and Zoning
 - g. Building & Maintenance Report
 - h. EDA Board
 - i. Park Board
 - j. Library Board
 - k. Arts Board
6. Adjourn

**BACKGROUND INFORMATION
HARMONY CITY COUNCIL
REGULAR MEETING**

**August 13, 2019
7:00 P.M.**

**Council Room
Community Center**

1. Call To Order
2. Roll Call
3. Public Forum
4. Consent Agenda
 - a. Minutes
 - b. Claims
 - c. Administrator Report-See report.
 - d. Financial Report-See report.
 - e. CD-Cash in CD #44001. Purchase 7 CDs #44185-44191.
 - f. SEMCAC Agreement-Consider contract.
5. Reports
 - a. Historical Society-Update on project. Consider approval of agreements.
 - b. Methodist Church-Pastor will be present to discuss condition of alley behind church.
 - c. Utility Committee-Consider winter parking ordinance. Consider notification option for city notifications-KAAL, KTTC, KIMT, GovOffice and/or phone if available. Discuss 4th Ave SE lack of water main.
 - d. Minnesota Energy Resources-See enclosed information. Consider agreement.
 - e. Sandy Strozyk-Consider Splash Pad Project Study. Consider electronic speed sign request. Consider speed study for changing speed limit on Hwy 52 N.
 - f. Planning and Zoning-Kingsley Variance Request. Consider recommendation.
 - g. Building & Maintenance Report-Discuss Visitor Center and Visitor Center Outside Wall Repairs
 - h. EDA Board-125th Anniversary Request
 - i. Park Board-Community Center playground equipment
 - j. Library Board
 - k. Arts Board
6. Adjourn

JULY 9, 2019

REGULAR MEETING

HARMONY CITY COUNCIL

A Regular meeting of the Harmony City Council was called to order by Mayor Pro-tem Debbie Swenson at 7:00 PM. Present were Mayor Pro-tem Swenson, Councilmembers Tony Webber and Lynn Mensink; Attorney Greg Schieber, Administrator Jerome Illg, Chris Johnson, Terry Bigalk, Mark Scheevel, Phil Burkholder, Charlie Warner, Hannah Wingert and Eileen Schansberg. Absent was Councilmember Steve Sagen.

PUBLIC FORUM:

No one appeared for Public Forum.

CONSENT AGENDA:

Motion by Mensink and Seconded by Webber to approve the Consent Agenda which consisted of the Minutes to the June 11, 2019 meeting, the Claims, Administrator's Report, Financial Report, Cashing CD #44000 to the General Fund, approving Debt Interest Payment 2014A with First Southeast Bank for \$843.75 and Approve 2013B Debt Interest Payment with First Southeast Bank for \$3,150. Mayor Donney joined the meeting at 7:01 PM and took possession of the meeting. All present for the Consent Agenda voting yes. Absent was Sagen. Motion carried.

UTILITY COMMITTEE:

- The Committee met to discuss the Parking Ordinance for Snow Removal. Committee recommended using a Snow Emergency approach instead of ODD/EVEN Parking. The committee will be presenting ordinance and approach for notification at next council meeting.
- The City Administrator Illg is planning to ride along with a Deputy Sheriff to review all properties for ordinance violations, such as long grass and weed, junk vehicles, building appearance, etc. They will plan to do in the spring, mid-summer and fall as schedules allow.
- Discussion held on thirty-seven lots in the City that have Infrastructure stubbed to them but are not being used. The city also has 5 home lots that have burnt or been abandoned. Mayor Donney felt the taxpayers are picking up for the people that are not developing these lots or not planning to construct homes on the lots. Mayor Donney stated possibly placing a monthly fee on these lots would help pick up the cost of unused services to these lots. Mark Scheevel and Phil Burkholder voiced their concerns about charging for those costs. They felt lot owners are already paying taxes on those lots and that the developers that developed the lots invested money to get the lots available for homes. The consensus of the three Councilmembers were unfavorable. The issue died for lack of motion.

BUILDING & MAINTENANCE:

- The Building & Maintenance Report was given by Chris Johnson. Upgrades to the Electrical System on the southeast side and north east side (by football field) are happening.

EDA REPORT:

Mayor Donney gave the EDA Report. The Housing Incentive Program is being extended. Continuing to work with the Chamber to produce a Video to promote Harmony. May be doing a survey for gauge Public Transportation interest from residents for rides in and around Harmony and in/out of the community to determine if it is feasible.

PARK BOARD:

Working with a Vendor to establish a Playground at the Community Center.

The Basketball Court in the North Park has been completed.
The Music Park at the Trailhead Park has been completed.

LIBRARY BOARD:

Hired Julie Little as a Library Aid for extra help.
Purchasing a copy machine from Loeffler.

ARTS BOARD:

No Report.

INCIDENTIALS:

4th Of July Celebration went well. Next year is the big All-School Reunion and 125th Celebration.
Mayor Donney stated a few businesses stated they would help financially with more fireworks.
There may also be a request from the 125th Chamber Committee to fund a specific event or project for the event.

Discussion held on speakers for the Council room. Mayor Donney will visit with a representative regarding.

Upon no further business, Mayor Donney adjourned the meeting.

Mayor Steve Donney

Eileen Schansberg, Deputy Clerk

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 101 General Fund					
General Fund		Union Central Pension Fund	CENTRAL PENSION FUND	pension contribution	\$264.00
General Fund		Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union 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	Dues	SE MN LEAGUE OF MUNICIPALITIES	Membership dues 19-20	\$40.00
General Fund	Administration	General Operating Supplies	HARMONY FOODS	office supply	\$27.85
General Fund	Administration	Taxes, Licenses & Permits	FILLMORE COUNTY TREASURER	Register Notary Eileen Schansberg	\$20.00
General Fund	Civil Defense	Telephone	HARMONY TELEPHONE COMPANY	Sirens/DSL Phone	\$90.32
General Fund	Civil Defense	Telephone	HARMONY TELEPHONE COMPANY	Sirens/DSL Phone	\$89.65
General Fund	Community Center	Building Repair Materials	KINGSLEY MERCANTILE	light bulbs	\$12.98
General Fund	Community Center	Cleaning Supplies	DALCO	credit memo	-\$48.88
General Fund	Community Center	Cleaning Supplies	DALCO	cleaning supplies/towels/tissue	\$108.71
General Fund	Community Center	Cleaning Supplies	DALCO	soap/paper towels	\$104.98
General Fund	Community Center	Cleaning Supplies	SUPERIOR CHEMICAL CORP	bathroom supplies/drain cleaner	\$115.59
General Fund	Community Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Comm Ctr	\$920.67
General Fund	Community Center	Gas Utilities	MINNESOTA ENERGY	monthly gas service Comm Ctr	\$194.29
General Fund	Community Center	General Operating Supplies	HARMONY FOODS	baking soda	\$3.98
General Fund	Community Center	General Operating Supplies	KINGSLEY MERCANTILE	filters/blade/screws/terro/light bulb	\$144.10
General Fund	Community Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chevy pickup	\$50.95
General Fund	Community Center	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Chevy pickup	\$36.54
General Fund	Community Center	Repair/Maint Bldg/Structures	KINGSLEY MERCANTILE	library AC repair	\$192.37
General Fund	Community Center	Repair/Maint Bldg/Structures	KINGSLEY MERCANTILE	AC in gym repair	\$164.00
General Fund	Community Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Comm Ctr	\$43.22
General Fund	Community Center	Telephone	HARMONY TELEPHONE COMPANY	Admin Phone/DSL	\$198.26
General Fund	Community Center	Telephone	HARMONY TELEPHONE COMPANY	Admin Phone/DSL	\$215.23
General Fund	Community Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Comm Ctr	\$28.48
General Fund	Community Events	General Operating Supplies	DEKERYEL, DENNIS	reimbursed for chairs	\$525.63
General Fund	Community Events	General Operating Supplies	HARMONY FOODS	Golden Happenings supplies	\$10.68
General Fund	Community Events	Program Services	WARNER, CHARLIE	program fee	\$50.00
General Fund	Community Events	Travel Expenses	NOLAN, LARRY	pick up 4th of July Fireworks	\$82.84
General Fund	Ice & Snow Removal	Repair/Maint Machinery/Equip	HAMMELL EQUIPMENT	snowblower repair	\$181.82
General Fund	Ice & Snow Removal	Repair/Maint Machinery/Equip	SOLBERG WELDING	Replace coupler on snow blower	\$161.54
General Fund	Legal Services	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	legal services for July	\$522.00
General Fund	Personnel Administration	General Operating Supplies	CULLIGAN	Wellness program	\$52.90
General Fund	Personnel Administration	General Operating Supplies	ILLG, JEROME	wellness program	\$65.20

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
General Fund	Personnel Administration	General Operating Supplies	SCHANSBERG, EILEEN	Wellness program	\$57.87
General Fund	Personnel Administration	General Operating Supplies	USA BLUEBOOK	safety glasses/ear plugs	\$63.61
General Fund	Personnel Administration	Taxes, Licenses & Permits	MIN SECRETARY OF STATE	Notary Renewal-Eileen	\$120.00
General Fund	Planning and Zoning	Legal Notices Publishing	BLUFF COUNTRY NEWSPAPER GROUP	Harmony Gardens Variance Notices	\$33.20
General Fund	Police Department	Contractual Services	FILLMORE COUNTY SHERIFF	2nd Qtr Sheriff's Contract	\$28,409.31
General Fund	Police Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Squad	\$268.76
General Fund	Police Department	Telephone	HARMONY TELEPHONE COMPANY	Police Phone	\$43.62
General Fund	Police Department	Telephone	HARMONY TELEPHONE COMPANY	Police Phone	\$43.35
General Fund	Public Works Buildings	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Shop	\$175.01
General Fund	Public Works Buildings	Gas Utilities	MINNESOTA ENERGY	monthly gas service Shop	\$62.04
General Fund	Public Works Buildings	General Operating Supplies	KINGSLEY MERCANTILE	straps/bit/fuses	\$57.78
General Fund	Public Works Buildings	General Operating Supplies	MISSISSIPPI WELDERS SUPPLY CO	oxygen cylinders	\$53.01
General Fund	Public Works Buildings	Small Tools and Minor Equip	KINGSLEY MERCANTILE	wrench/stapler/knife	\$78.97
General Fund	Public Works Buildings	Small Tools and Minor Equip	PRESTON AUTO PARTS	tork bits	\$13.66
General Fund	Public Works Buildings	Telephone	HARMONY TELEPHONE COMPANY	Shop DSL	\$44.95
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	\$20.95
General Fund	Streets	Motor Fuels/Lubricants	KWIK TRIP,INC	gas/diesel-1 Ton/tractor	\$200.53
General Fund	Streets	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas	\$86.78
General Fund	Streets	Repair/Maint Other Improve	RIVER CITY PAVING	Street patching	\$18,400.00
General Fund	Streets	Street Maint Materials	MIDWEST PATCH	cold patch	\$772.80
General Fund	Visitor Center	Cleaning Supplies	DALCO	soap/paper towels	\$104.98
General Fund	Visitor Center	Cleaning Supplies	DALCO	cleaning supplies/towels/tissue	\$108.70
General Fund	Visitor Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Vis Ctr	\$222.76
General Fund	Visitor Center	Gas Utilities	MINNESOTA ENERGY	monthly gas service Vis Ctr	\$49.50
General Fund	Visitor Center	General Operating Supplies	KINGSLEY MERCANTILE	batteries/key chain/key ring	\$10.15
General Fund	Visitor Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chevy pickup	\$50.95
General Fund	Visitor Center	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas Chevy pickup	\$36.53
General Fund	Visitor Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Vis Ctr	\$64.93
General Fund	Visitor Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Vis Ctr	\$42.78
Fund 101 General Fund					\$58,360.43
Fund 211 Library Fund					
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audio books	\$131.96
Library Fund	Library	Media-Books	BAKER & TAYLOR	books	\$24.43
Library Fund	Library	Media-Books	BAKER & TAYLOR	Books	\$271.80
Library Fund	Library	Media-Books	BAKER & TAYLOR	Books	\$252.51
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$47.42

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$41.72
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$29.26
Library Fund	Library	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Van	\$25.17
Library Fund	Library	Office Accessories	DEMCO, INC	CD Cases and sleeves	\$466.26
Library Fund	Library	Office Accessories	QUILL CORPORATION	name plate for Julie	\$32.28
Library Fund	Library	Printed Forms	SOUTHEASTERN LIBRARIES COOP	Mailers & SMS Notices	\$26.95
Library Fund	Library	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Chromebook support	\$506.00
Library Fund	Library	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Basic Services & PC support	\$589.32
Library Fund	Library	Telephone	HARMONY TELEPHONE COMPANY	Library Phone	\$52.74
Library Fund	Library	Telephone	HARMONY TELEPHONE COMPANY	Library Phone	\$48.90
Fund 211 Library Fund					\$2,546.72
Fund 222 Fire Fund					
Fire Fund	Fire Department	Contractual Services	ANCOM TECHNICAL CENTER	Maint Contract 2019-2020	\$741.00
Fire Fund	Fire Department	General Notices and Pub Info	FILLMORE COUNTY JOURNAL	Emergency Response Teams	\$19.00
Fire Fund	Fire Department	General Operating Supplies	KINGSLEY MERCANTILE	rags/tire cleaner	\$10.48
Fire Fund	Fire Department	Motor Fuels/Lubricants	KINGSLEY MERCANTILE	kerosene	\$18.95
Fire Fund	Fire Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas/diesel-Fire truck/generator	\$60.38
Fire Fund	Fire Department	Small Tools and Minor Equip	KINGSLEY MERCANTILE	hose/hose shutoff	\$21.78
Fire Fund	Fire Stations and Bldgs	Cleaning Supplies	DALCO	paper towels	\$60.45
Fire Fund	Fire Stations and Bldgs	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Firehall	\$304.12
Fire Fund	Fire Stations and Bldgs	Gas Utilities	MINNESOTA ENERGY	monthly gas service Firehall	\$49.50
Fire Fund	Fire Stations and Bldgs	Other Improvements	STATELINE ICF	Parking curb/sidewalk at Firehall	\$7,500.00
Fire Fund	Fire Stations and Bldgs	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Firehall	\$25.68
Fire Fund	Fire Stations and Bldgs	Telephone	HARMONY TELEPHONE COMPANY	Fire Phone	\$44.53
Fire Fund	Fire Stations and Bldgs	Telephone	HARMONY TELEPHONE COMPANY	Fire Phone	\$44.00
Fire Fund	Fire Stations and Bldgs	Water Utilities	HARMONY PUBLIC UTILITIES	water-Firehall	\$16.93
Fund 222 Fire Fund					\$8,916.80
Fund 223 Ambulance Fund					
Ambulance Fund	Ambulance Service	Financial Services Fees	EXPERT T BILLING	June billing contract	\$532.00
Ambulance Fund	Ambulance Service	Financial Services Fees	EXPERT T BILLING	July billing contract	\$140.00
Ambulance Fund	Ambulance Service	General Notices and Pub Info	FILLMORE COUNTY JOURNAL	Emergency Response Team	\$19.00
Ambulance Fund	Ambulance Service	General Operating Supplies	ELAN FINANCIAL SERVICES	parade candy-being reimbursed	\$111.76
Ambulance Fund	Ambulance Service	Medical and Dental Fees	WINNESHIEK CO. MEMORIAL HOSPIT	intercep chgs JI	\$248.00
Ambulance Fund	Ambulance Service	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	medical oxygen	\$33.34
Ambulance Fund	Ambulance Service	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	medical oxygen	\$35.01
Ambulance Fund	Ambulance Service	Motor Fuels/Lubricants	KWIK TRIP,INC	diesel/gas	\$154.55

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Ambulance Fund	Ambulance Service	Telephone	VERIZON WIRELESS	monthly cell service	\$47.90
Fund 223 Ambulance Fund					\$1,321.56
Fund 251 Park Fund					
Park Fund	Parks	Chemicals and Chem Products	NUTRIEN AG SOLUTIONS	weed control	\$51.26
Park Fund	Parks	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Parks	\$276.22
Park Fund	Parks	General Operating Supplies	KINGSLEY MERCANTILE	toilet parts	\$23.08
Park Fund	Parks	Landscaping Materials	HARMONY GARDENS & FLORAL, LLC	Landscaping plants/mulch in Selvig Park	\$279.67
Park Fund	Parks	Motor Fuels/Lubricants	KWIK TRIP, INC	gas-mowers	\$129.25
Park Fund	Parks	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas/diesel	\$66.80
Park Fund	Parks	Other Equipment	MOREM ELECTRIC, INC	tennis ct lights/rewire for BB & tennis cour	\$5,273.32
Park Fund	Parks	Other Equipment	MOREM ELECTRIC, INC	Basketball Court lights	\$1,581.14
Park Fund	Parks	Other Equipment	MOREM ELECTRIC, INC	Mtr socket /new breaker box North Park	\$1,346.20
Park Fund	Parks	Other Rentals	ON SITE SANITATION	portable toilet rental	\$74.00
Park Fund	Parks	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Parks	\$121.50
Park Fund	Parks	Water Utilities	HARMONY PUBLIC UTILITIES	water-Parks	\$160.92
Park Fund	Recreation	Program Services	HARMONY CHAMBER OF COMMERCE	partial sponsorship to 4th Busta Band	\$300.00
Fund 251 Park Fund					\$9,683.36
Fund 261 Arts Fund					
Arts Fund	Arts	Program Services	DOWE, BETTY	Donation to Golden Happenings painting C	\$250.00
Arts Fund	Arts	Program Services	JEM THEATRE	partial sponsor Outdoor movie	\$250.00
Fund 261 Arts Fund					\$500.00
Fund 401 Capital Projects Fund					
Capital Projects Fund	Fire Department	Other Equipment	ARTISAN DESIGN & LANDSCAPE, LL	Landscaping materials Fire Memorial	\$4,457.00
Capital Projects Fund	Fire Department	Other Equipment	STATELINE ICF	Pedestal for Statue at Firehall	\$3,700.00
Fund 401 Capital Projects Fund					\$8,157.00
Fund 601 Water Fund					
Water Fund	Water Utility Administratio	Dues	MINN RURAL WATER ASSOC	MRWA Dues	\$250.00
Water Fund	Water Utility Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	hydrofluosilicac acid/chlorine	\$351.95
Water Fund	Water Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Pumphouses	\$1,139.44
Water Fund	Water Utility Operation	Equipment Parts	CORE & MAIN, LP	valve box assbly	\$434.58
Water Fund	Water Utility Operation	Equipment Parts	CORE & MAIN, LP	water piping parts	\$763.57
Water Fund	Water Utility Operation	Gas Utilities	MINNESOTA ENERGY	monthly gas service Pumphouses	\$40.40
Water Fund	Water Utility Operation	General Operating Supplies	KINGSLEY MERCANTILE	glue/caulk/batteries	\$43.89
Water Fund	Water Utility Operation	General Operating Supplies	USA BLUEBOOK	rain gauge/vibration gloves	\$181.63
Water Fund	Water Utility Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Water Testing Lab Fees	\$40.00

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Water Fund	Water Utility Operation	Small Tools and Minor Equip	KINGSLEY MERCANTILE	flashlights/broom	\$71.77
Water Fund	Water Utility Operation	Taxes, Licenses & Permits	MN DEPT OF HEALTH	Water License renewal Brian	\$32.00
Water Fund	Water Utility Operation	Travel Expenses	BIGALK, TERRY	Lunch Water School-Terry	\$15.00
Water Fund	Water Utility Operation	Travel Expenses	JOHNSON, CHRIS	Lunch Water School Chris Johnson	\$10.00
Water Fund	Water Utility Operation	Travel Expenses	MICHEL, BRIAN	lunch Water School B Michel	\$10.00
Water Fund	Water Utility Operation	Travel Expenses	MINN RURAL WATER ASSOC	Water Exam Refresher-Brian Michel	\$255.00
Water Fund	Water Utility Operation	Utility Maint Materials	CORE & MAIN, LP	curb box/bury wire	\$155.36
Water Fund	Water Utility Operation	Utility Maint Materials	METERING & TECHNOLOGY SOLUTIO	meters/wiring	\$1,682.93
Water Fund	Water Utility Operation	Utility Maint Materials	METERING & TECHNOLOGY SOLUTIO	meters	\$1,810.82
Water Fund	Water Utility Operation	Utility Maint Materials	USA BLUEBOOK	yellow marking tape/Flouride packets	\$18.87
Fund 601 Water Fund					<u>\$7,307.21</u>
Fund 602 Sewer Fund					
Sewer Fund		F/A-Other Equipment	HACH COMPANY	sampler refrig	\$4,392.00
Sewer Fund		F/A-Other Equipment	MOREM ELECTRIC, INC	Air Compressor starter	\$5,245.10
Sewer Fund	Sewer Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine/demurrage	\$249.76
Sewer Fund	Sewer Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	demurrage cylinder	\$5.00
Sewer Fund	Sewer Operation	Cleaning Supplies	HARMONY FOODS	bath tissue	\$21.27
Sewer Fund	Sewer Operation	Cleaning Supplies	SUPERIOR CHEMICAL CORP	lubricant & moisture remover/polishing foa	\$71.63
Sewer Fund	Sewer Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-WWTP/Lifts	\$2,004.38
Sewer Fund	Sewer Operation	Engineering Fees	STANTEC CONSULTING SERVICES, I	Sewer improvements	\$279.17
Sewer Fund	Sewer Operation	Gas Utilities	MINNESOTA ENERGY	monthly gas service WWTP	\$280.36
Sewer Fund	Sewer Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	SS Testing Fees	\$1,332.60
Sewer Fund	Sewer Operation	Repair/Maint Other Improve	ROCHESTER PLUMBING & HEATING	Jet/Vac & camera 6452 ft sewer for 2020	\$8,065.00
Sewer Fund	Sewer Operation	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-WWTP	\$2,297.88
Sewer Fund	Sewer Operation	Small Tools and Minor Equip	FIRST SYSTEMS TECHNOLOGY, INC	Replacement flow meter	\$4,450.00
Sewer Fund	Sewer Operation	Telephone	HARMONY TELEPHONE COMPANY	Lift Stations Dialer/DSL Phone	\$155.43
Sewer Fund	Sewer Operation	Telephone	HARMONY TELEPHONE COMPANY	Lift Stations Dialer/DSL Phone	\$159.45
Sewer Fund	Sewer Operation	Travel Expenses	BIGALK, TERRY	Lunch WW School-Terry	\$15.00
Sewer Fund	Sewer Operation	Travel Expenses	JOHNSON, CHRIS	Lunch WW School Chris Johnson	\$10.00
Sewer Fund	Sewer Operation	Travel Expenses	MICHEL, BRIAN	Lunch WW School B Michel	\$10.00
Sewer Fund	Sewer Operation	Utility Maint Materials	CORE & MAIN, LP	lite duty box	\$75.36
Sewer Fund	Sewer Operation	Utility Maint Materials	TEAM LABORATORY CHEM. CORP.	degreaser/copper sulfate	\$3,247.00
Sewer Fund	Sewer Operation	Water Utilities	HARMONY PUBLIC UTILITIES	water-WWTP	\$1,513.59
Fund 602 Sewer Fund					<u>\$33,879.98</u>
Fund 603 Solid Waste Fund					
Solid Waste Fund	Solid Waste Operation	Motor Fuels/Lubricants	RUN RIGHT POWER LLC	LP	\$18.63

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Solid Waste Fund	Solid Waste Operation	Repair/Maint Other Improve	SOLBERG WELDING	part for leaf vac	\$346.10
Fund 603 Solid Waste Fund					\$364.73
Fund 604 Electric Fund					
Electric Fund		Utility Deposits	UTILITY DEPOSIT REFUND	Refund deposit to utilities Brittney Dubbles	\$150.00
Electric Fund		Utility Deposits	UTILITY DEPOSIT REFUND	Refund deposit to utilities Ashley Bothun	\$150.00
Electric Fund		Utility Deposits	UTILITY DEPOSIT REFUND	Refund deposit to utilities N Back	\$150.00
Electric Fund		Electric Underground Conduct	MI ENERGY COOPERATIVE	Development	\$19,295.93
Electric Fund		Electric Underground Conduct	MI ENERGY COOPERATIVE	Development 1	\$18,043.23
Electric Fund		Electric Underground Conduct	MI ENERGY COOPERATIVE	2nd St SE Pjt	\$3,623.84
Electric Fund		Electric Underground Conduct	MOREM ELECTRIC, INC	N Park bathroom/refeed 150 4th St NE & t	\$2,844.12
Electric Fund		Electric Underground Conduct	MOREM ELECTRIC, INC	Basketball, Tennis Cts & streetlight service	\$2,489.57
Electric Fund		Electric Underground Conduct	MOREM ELECTRIC, INC	Underground service Concession Stand	\$3,518.50
Electric Fund		Electric Underground Conduct	MOREM ELECTRIC, INC	LED Streetlights to Date	\$5,968.19
Electric Fund		Electric Underground Conduct	MOREM ELECTRIC, INC	underground service 360 4th St NE	\$583.37
Electric Fund		Electric Underground Conduct	MOREM ELECTRIC, INC	Underground service 525 4th St NE	\$537.62
Electric Fund	Electric Utility Operation	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$84,683.21
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Streetlights	\$1,355.52
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-TownClock	\$13.14
Electric Fund	Electric Utility Operation	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Ford Pickup	\$73.59
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	locates/no locates	\$24.30
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	GUNDERSON, LEON	reimbursed partial electric service line Tre	\$100.00
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	hook up 4th July Beer Tent	\$167.50
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	hook up house-715 3rd av SE	\$317.50
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	retire poles, wire & transformer FB field	\$1,397.50
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	Underground 510 5th St NE	\$807.37
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	NORBY TREE SERVICE LLC	remove 2 trees/shrubs in power lines	\$600.00
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	NORBY TREE SERVICE LLC	remove trees/shrubs in Powerlines	\$5,400.00
Fund 604 Electric Fund					\$152,294.00
Fund 605 Storm Water Fund					
Storm Water Fund	Storm Water Operation	Motor Fuels/Lubricants	KWIK TRIP, INC	diesel-Sweeper	\$86.09
Storm Water Fund	Storm Water Operation	Motor Fuels/Lubricants	SEVERSON OIL CO.	diesel-fire generator	\$3.68
Fund 605 Storm Water Fund					\$89.77
Fund 620 Economic Development Authority					
Economic Development	Economic Development	Advertising	FILLMORE COUNTY JOURNAL	Congrats Ad for Harmony Spirits	\$62.00
Economic Development	Economic Development	Miscellaneous	HOVEY, SPENCER AND KINZEE	housing incentive-S Hovey	\$10,000.00

CITY OF HARMONY
City Council Claims for Review

08/09/19 2:05 PM

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August 13, 2019

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Economic Development	Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA Phone	\$38.46
Economic Development	Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA Phone	\$26.94
Fund 620 Economic Development Authority					\$10,127.40
					\$293,548.96

ADMINISTRATOR'S REPORT

For the Period from July 9, 2019 to August 13, 2019

ADMINISTRATION

Part I is complete of Wellhead Protection Plan for new well. Approval of Part I. Part II will start soon. Received written comments back regarding our water supply plan that was submitted in 2017. Our SCADA system for Well 3 will need to be set up to record water level. Gathering options/costs to install some things to monitor and record water level for Wells 1 and 2 as required.

Received approval from signed USDA paperwork to proceed with projects for generator at WWTP and for motorized scissor lift. Lift has been ordered and received. Generator has been ordered for wastewater plant.

Will be ordering trees for community center and parks once the construction is completed by North Park. The school has agreed to pay half by community center.

Reviewed properties for ordinance violations with deputy. Mailed 25 notices.

Preparing 2020 Budget.

Submitted annual TIF Reports.

Coordinated property insurance renewal with insurance agent.

UTILITY/BUILDING COMMITTEE

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

Underground wire, boring, and trenching has been installed for southeast electrical line project by MiEnergy. The trees have been 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 finishing up energizing transformers and tying over services. A few new poles have been set, along with retirement of old overhead. They have upgraded the electrical lines by north park. Morem's are installing the street lights and electric services.

Reviewed options with engineer for sanitary sewer main in old industrial park since it is extremely shallow and freezes in winter time. Reviewing other options based upon May council meeting discussion.

Discussed parking ordinance. Researched communication options for snow emergency notification, as well as other city notifications.

City of Harmony
Cash Balance Report
June 2018 and June 2019

Fund Description	June-18	June-19
General Fund	711,467.35	686,862.00
Revolving Loan Fund	85,535.94	84,283.48
Commercial Rehab Fund	11,906.70	12,000.10
Library Fund	2,845.02	11,012.14
Fire Fund	64,621.87	52,577.48
Ambulance Fund	110,502.07	84,262.53
Park Fund	72,310.92	72,747.68
Arts Fund	3,165.72	4,482.91
GO Improvement 2010A-3rd St SW	36,411.14	43,162.64
GO Tax Abatement 2013A-Comm Cntr	25,765.47	28,627.22
GO Improvement 2013B-Heritage Grove	13,041.98	15,302.21
GO Improvement 2014A-1st Ave SW	127,609.22	28,204.57
GO Improvement 2017A-Various	155,638.77	84,432.75
Capital Projects Fund	833,794.22	739,917.43
TIF District #5-Antique Mall	7,764.15	-
TIF District #6-HECO	7,051.77	7,362.06
2017 Street and Utility Project	74,349.31	-
Water Fund	219,792.87	246,078.97
Sewer Fund	61,084.78	53,875.96
Solid Waste Fund	4,725.34	6,318.27
Electric Fund	641,724.19	629,985.47
Storm Water Fund	7,619.80	8,089.79
Economic Development Fund	109,169.69	185,718.59
Total	<u>3,387,898.29</u>	<u>3,085,304.25</u>



Minnesota Energy Assistance Program FFY20

Agreement Between Energy Vendor and Service Provider

Harmony (energy supplier), _____ (address), and successor home energy providers, hereafter referred to as "the energy vendor", hereby agrees to cooperate with **Semcac Energy Assistance Program**, hereafter referred to as "the Service Provider", and the Minnesota Department of Commerce (COMM), Energy Assistance Programs, hereafter referred to as "the State" to deliver the Minnesota Energy Assistance Program for Federal Fiscal Year 2020 (FFY20), October 1, 2019 through September 30, 2020.

I. The energy vendor and the Service Provider will:

1. Follow Energy Assistance Program (EAP) policies and procedures in the *EAP Policy Manual* (in particular Chapter 3).
2. Maintain accurate client and consumption information.
3. Comply with the MN Government Data Practices Act (MGDPA), MN Stat. Ch. 13, as it applies to all data provided by the energy vendor, the State, or its contractors under this agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the energy vendor or the Service Provider, in performing the duties under this agreement. To administer this program, the energy vendor and the service provider utilize a secure database with private information on individuals protected under the MGDPA. The energy vendor and Service Provider agree to not release any private data, including from the database, to any third party without written authorization from the subject of the data. By signing the application, applicants consent to the use of their private information for purposes of this agreement.
4. Use information obtained from energy vendor, the State, or its contractors for the sole purpose of performing responsibilities and duties for energy programs run by the State. Further, Service Provider and energy vendor shall implement and maintain appropriate and reasonable administrative, technical and physical safeguards to protect such information from accidental or unauthorized access, use, disclosure, and loss or destruction.
5. Negotiate for continuation or reconnection of service to households determined eligible for EAP benefits.
6. Establish a dispute resolution process to resolve issues arising during the term of this agreement.
7. Collaborate and do everything possible to ensure the customer has continuous access to home heating.
8. Minimize the risks of a customer's home energy crisis through the use of the EAP benefits.
9. Encourage regular payments from the household.
10. Collaborate to reduce home energy costs.
11. Work together to ensure EAP payments are appropriately applied to accounts and used for EAP services as designated by the Service Provider.

II. The Service Provider will:

1. Determine customer eligibility.
2. Provide new and existing energy vendors with information about the eHEAT software system.
 - Encourage all energy vendors to become an eHEAT user, allowing them access to eligibility and benefit data "online".
 - Provide necessary and/or ongoing training to energy vendors using eHEAT.
3. Make authorization through eHEAT, telephone, fax or electronic communication of payments for:
 - Electricity, heating sources and delivery of fuel.
 - Continuation or reconnection of connected utilities.
 - Fees including: service deposits, pressure tests, line bleeding, tank setting, tank rental, membership, if applicable.
 - Removal from load limiters.
 - Due and past due amounts for electricity and heating fuels.
4. Maintain customer authorizations for exchange of private data between the Service Provider and the energy vendor.
5. Enter account number into eHEAT in the format supplied by the energy vendor.

III. The energy vendor will:

1. Ensure EAP eligible households are not treated adversely compared to other households. Oil and propane dealers are required to comply with the Discrimination Prohibition in Minn. Stat. §325E.027. In addition, propane dealers are required to comply with the following: Price and Fee Disclosure, Budget Payment Plan, Propane Purchase Contracts, and Terms of Sale in Minn. Stat. §§216B.0992 - .0995. This includes making available the cash price or other applicable discount programs to EAP households.
2. Supply account number format to the Service Provider.
3. Upon request, provide a written price list of normal & customary services for home energy costs including but not limited to:

<ul style="list-style-type: none"> ▪ Leak seek and pressure tests ▪ Bleeding lines ▪ Tank setting ▪ Service deposits 	<ul style="list-style-type: none"> ▪ Reconnection fees ▪ Membership fees ▪ Minimum delivery requirements and costs ▪ Emergency fuel and after hours delivery costs
--	--
4. When possible deliver remaining EAP benefit before September 30, 2019.

eHEAT Vendor ID #: _____

5. Timely provide at the request of the customer, the Service Provider or the State, information on applicant households' home energy costs, dwelling consumption data, delivery dates, bill payment history, arrearage history or post-delivery information. This information will be provided in the format requested.
6. Provide dwelling consumption data within 5 business days of the request in eHEAT.
7. Respond promptly to consumption requests for crisis situations.
8. Register with the State to receive EAP payments.
9. Use the warrant or EFT date as the EAP payment date.
10. Apply all EAP payments to the households account within 5 business days of receipt of payment.
11. Apply EAP payments to the household's energy costs before applying other energy payments.
12. Accept all customer payments.
13. Use EAP funds to pay for home energy costs, including fuel and other routine and required services as designated by the Service Provider. Expenses such as service contracts, water, sewer, garbage, cable, internet, telephone, gasoline, machine parts, engine oil, etc. cannot be paid with EAP funds.
14. Continue service, reconnect or deliver fuel to households as negotiated by the Service Provider on behalf of the household.
15. When addressing household energy emergencies, when possible, accept eHEAT payment status of "Payable" for payment. When eHEAT is not available, accept early notification authorization by telephone, fax or electronic communication for delivery of fuel, continuation or reconnection of connected utilities, or service deposits, and removal from load limiters.
16. Accept a household application status in eHEAT of "approved" as income eligibility validation for EAP.
17. Report dangerous heating or fuel delivery situations for EAP households to the Service Provider.
18. Process and refund to the State any refunds requested by the Service Provider within 10 business days.
19. Process and refund to the State all credits attributable to EAP payments remaining on a customer's account within 10 business days after a client ceases to be a customer.
20. Notify the Service Provider or State if there is reason to believe EAP funds have been misused as described in the EAP Policy Manual.
21. Allow the Service Provider or State access to fiscal records of EAP transactions for audit purposes for period of three (3) years after payment.
22. Complete and return the *Vendor Monitoring Report* and the *EAP Leveraging Report*, when requested.
23. Use eHEAT when possible to administer EAP program business, including but not limited to:
 - Providing consumption
 - Maintaining energy vendor account numbers
 - Monitoring eligibility and payments
 - Recording refunds
24. Implement and maintain eHEAT database security policies by:
 - Limiting access to authorized personnel only
 - Ensuring each user is assigned a unique user ID
 - Ensuring email addresses associated with each user ID are current
 - Disabling users immediately upon termination of their role in the service delivery of EAP
 - Disabling users who are on a temporary leave of absence, extended vacation, etc.

IV. Either party to this agreement may terminate it at any time, with or without cause, upon thirty days written notice to each other and the State.

V. Signatures:

Energy Vendor:

Authorized Energy Vendor Representative:

Please Print Name

Signature

Date

Company Contact Person:

Please Print Name

(____)_____
Telephone

(____)_____
Fax

(____)_____
24 hour number to address after hours emergencies

E-mail address

EAP Service Provider:

Authorized Service Provider Representative:

Stacy Draper

Please Print Name

Signature

Date

Energy Assistance Coordinator:

Stacy Draper

Please Print Name

(507) 864-8249

Telephone

(507) 864-2597

Fax

(855) 529-5211

24 hour emergency number

stacy.draper@semcac.org

E-mail address

DEVELOPMENT AGREEMENT

HARMONY AREA HISTORICAL SOCIETY

This Agreement dated this _____ day of July, 2019, by and between the **CITY OF HARMONY** ("City"), a municipal corporation organized and existing under the laws of the State of Minnesota, and the **HARMONY AREA HISTORICAL SOCIETY** ("Developer"), a Minnesota nonprofit corporation, regarding the development of real property located in the City of Harmony, Fillmore County, Minnesota, described as:

That part of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad Right-of-Way in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 15, Township 101 North, Range 10 West, City of Harmony, Fillmore County, Minnesota, described as follows: Commencing at the Northeast Corner of said NE 1/4 NE 1/4; thence South 00 degrees 16 minutes 24 seconds West (assumed bearing) along the East line of said NE 1/4 NE 1/4, 893.80 feet to the centerline of said abandoned Railroad; thence North 54 degrees 46 minutes 03 seconds West along said centerline, 38.28 feet to the Westerly line of Main Street; thence North 00 degrees 15 minutes 18 seconds East along said Westerly line, 18.31 feet to the point of beginning of the tract of land to be herein described; thence North 54 degrees 46 minutes 03 seconds West, 100.89 feet; thence North 35 degrees 13 minutes 57 seconds East, 53.80 feet; thence South 54 degrees 46 minutes 03 seconds East, 63.25 feet to said Westerly line; thence South 00 degrees 15 minutes 18 seconds West along said Westerly line, 65.66 feet to the point of beginning and containing 0.10 acres, more or less. Subject to any easements of record.

WHEREAS, Developer has proposed to lease the real estate described above and restore the attached historic grain elevator; and

WHEREAS, City has agreed to acquire the real estate described above for purposes of allowing historic preservation and restoration of the grain elevator by Developer and has agreed to lease the premises to Developer for such purposes; and

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

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement pursuant to Section 116J.993, Subd. 3(1); and

WHEREAS, on _____, the City of Harmony adopted a resolution approving the acquisition of the Property;

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

Section 1. Representations and Warranties.

1. City represents and warrants that:
 - a. City is a statutory City organized under the laws of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.
 - b. The activities of City are for the purpose of encouraging development of the project area, which is currently underutilized, and for promoting economic development, historical education, attractiveness of the City to visitors and residents alike, and promoting job opportunities.
 - c. City, to the best of its knowledge, represents and agrees that no member, official, or employee of City shall have any personal interest, direct or indirect in this Agreement, nor shall such member, official or employee participate in decision making relating to the Agreement which affects his/her personal interests. No member shall be personally liable to Developer, or successors, in the event of any default or breach by City for any amount, which may become due to Developer or its successor or on any obligations under the terms of this Agreement.
2. Developer represents and warrants that:
 - a. Developer is in good standing under the laws of the State of Minnesota, and is not in violation of any laws of the State of Minnesota, is duly authorized to transact business within the State, has power to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement.
 - b. The Developer shall cause the Project to be installed in accordance with the terms of this Agreement, the Site Improvements, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations, all as permitted within the confines of any restrictions based on the structure's historical nature and value).
 - c. The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.
 - d. The Developer will use its best efforts to obtain, or cause to be obtained in a timely manner, all required permits, licenses, and approvals, and have met or will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must have been obtained or met before the Project may be lawfully constructed. The Developer shall secure all necessary approvals from the City for development of the lot and pay all utility connection costs and fees required by ordinance. This agreement does not serve as approval for any land use or building permits that may be necessary from time to time.
 - e. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.
 - f. The Developer will cooperate with the City with respect to any litigation commenced with respect to the Project.

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

Section 2. Agreement.

1. City agrees to the following:
 - a. City shall lease the Property to Developer for a term of ten years and for the sum of one dollar each year of the term. Upon expiration of the initial term, the lease shall continue as a year-to-year lease unless terminated by either party at least 60 days in advance of the expiration of the term.
 - b. City hereby grants to Developer a Right of First Offer in and to the leased Property at the pre-determined sale price of \$1.00. This Right shall remain effective for the duration of City ownership of the Property. Before City can sell or transfer the property to a third party (excluding any city subsidiaries), the City must offer the property to Developer at a price of \$1.00. Developer shall have 30 days from the date of such offer to accept. After the passage of 30 days without acceptance or waiver of such right by Developer, the City may sell or transfer the Property to a third party.
 - c. City shall procure, maintain, and pay for casualty and liability insurance for the Property. Such liability insurance shall also cover Developer and any contractors or subcontractors performing work on the premises.
 - d. City shall maintain the grounds around the grain elevator structure as necessary to comply with City ordinances and desired aesthetics.
2. Developer agrees to the following:
 - a. Developer shall restore the exterior of the structure to a time period chosen by Developer and in the manner chosen by Developer. Developer shall actively pursue exterior renovations during the term of any lease until such time as they are fully completed.
 - b. Developer shall provide or raise the necessary funds to complete improvements on the Property. City is not precluded from contributing to the project but shall not be obligated by this agreement to provide any financial support beyond the obligations specifically recited herein.
 - c. Developer shall be solely responsible for providing all volunteer or hired labor necessary to complete the Project. City is not precluded from contributing human resources to the project but shall not be obligated by this agreement to provide any human resources beyond the obligations specifically recited herein.
 - d. Developer may complete restoration of the Property in phases; however, Developer shall not undertake any phase of work without sufficient funds and resources to fully complete the phase.
 - e. Developer shall provide periodic reports to the City Council. Such reports shall occur not less than annually and shall provide updates on project progress and serve as an opportunity for the parties to ask and answer each other's questions.

Section 3. Indemnification.

Developer and the governing body members, officers, agents and employees thereof shall not be liable for any damage or injury to persons or property of City or its agents or employees or any other person who may be on the Development Property.

Section 4. Events of Default.

1. The following shall be considered "Events of Default" under this Agreement:
 - a. Dissolution of the Harmony Area Historical Society.
 - b. Developer's abandonment of the Project.
 - c. Sale, transfer, or assignment of the Development Property by the City without first allowing Developer the opportunity to purchase.
2. In the event of default, the non-defaulting party shall provide the defaulting with at least thirty (30) days written notice of the default and shall not take any action against the defaulting party unless the default has not been resolved within the thirty-day notice period.
3. If a default is not cured within the notice period, this agreement shall terminate and any lease between the parties shall also terminate.

Section 5. Notices/Recording.

1. Any communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or personally delivered and:
 - a. In the case of Developer, is addressed to or delivered to: Harmony Area Historical Society, PO Box 291, Harmony, MN 55939;
 - b. In the case of City, is addressed to or delivered to: City of Harmony, c/o Jerome Illg, City Administrator, PO Box 488, Harmony, MN 55939;or at such other addresses with respect to each party, from time to time, is designated in writing.
2. City shall record this Agreement and any amendments with the Fillmore County Recorder. Developer shall pay for all costs for recording. The terms and provisions shall be deemed covenants running with the Development Property and shall be binding upon future owners/successors.

IN WITNESS OF THE ABOVE, the parties have caused the Agreement to be executed on the date and year written above.

CITY OF HARMONY

By: _____
Steve Donney, Mayor

By: _____
Jerome Illg, City Administrator

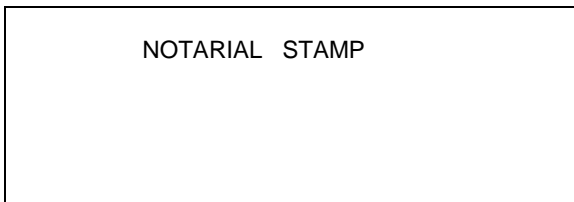
Developer: Harmony Area Historical Society

By: _____
Cliff Johannessen, President

By: _____
Richard Kiehne, Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

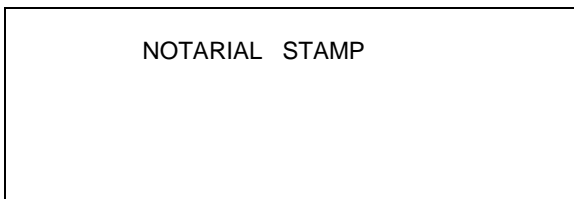
The foregoing instrument was acknowledged before me this _____ day of _____ 2019, by Steve Donney, Mayor, City of Harmony, having been duly authorized by and on behalf of said City of Harmony, Grantor, and having been duly authorized by Resolution of the Harmony City Council.



Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by Jerome Illg, City Administrator, City of Harmony, having been duly authorized by and on behalf of said, City of Harmony, Grantor, and having been duly authorized by Resolution of the Harmony City Council.



Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

On this ____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Cliff Johannessen, President, on behalf of Harmony Area Historical Society, having been duly authorized to execute this Development Agreement, and to me personally

known, who being by me duly sworn, did say that he acknowledged this instrument as the free act and deed of the Developer.

NOTARIAL STAMP

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

On this ____ day of _____, 2019, before me a Notary Public within and for said County, personally appeared Richard Kiehne, Vice President, on behalf of Harmony Area Historical Society, having been duly authorized to execute this Development Agreement, and to me personally known, who being by me duly sworn, did say that he acknowledged this instrument as the free act and deed of the Developer.

NOTARIAL STAMP

Notary Public

THIS INSTRUMENT DRAFTED BY:

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

DECLARATION OF DRIVEWAY EASEMENT

THIS DECLARATION OF DRIVEWAY EASEMENT ("**Declaration**") is made this ____ day of June, 2019, by **HARMONY AGRI SERVICES, INC.**, a Minnesota Corporation ("HASI"), **BReaKeRs, LLC**, a Minnesota Limited Liability Company ("BReaKeRs"), the **Village Depot, Inc.**, a Minnesota Corporation ("Village Depot"), and the Allan E. Dahl and Mary Jane Dahl as trustees of the **Allan E. Dahl Revocable Trust Agreement** dated March 31, 2006, and as amended ("Dahl") (HASI, Breakers, Village Depot, and Dahl, and their respective successors and assignees are, collectively, the "**Parties**").

RECITALS

A. HASI is the fee owner of that certain land located in the City of Harmony, Fillmore County, Minnesota, legally described as:

That part of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad Right-of-Way in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 15, Township 101 North, Range 10 West, City of Harmony, Fillmore County, Minnesota, described as follows: Commencing at the Northeast Corner of said NE 1/4 NE 1/4; thence South 00 degrees 16 minutes 24 seconds West (assumed bearing) along the East line of said NE 1/4 NE 1/4, 893.80 feet to the centerline of said abandoned Railroad; thence North 54 degrees 46 minutes 03 seconds West along said centerline, 38.28 feet to the Westerly line of Main Street; thence North 00 degrees 15 minutes 18 seconds East along said Westerly line, 18.31 feet to the point of beginning of the tract of land to be herein described; thence North 54 degrees 46 minutes 03 seconds West, 100.89 feet; thence North 35 degrees 13 minutes 57 seconds East, 53.80 feet; thence South 54 degrees 46 minutes 03 seconds East, 63.25 feet to said Westerly line; thence South 00 degrees 15 minutes 18 seconds West along said Westerly line, 65.66 feet to the point of beginning and containing 0.10 acres, more or less. Subject to any easements of record.

(hereinafter "Lot 1").

B. Village Depot is the fee owner of that certain land located in the City of Harmony, Fillmore County, Minnesota, legally described as

That part of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad Right-of-Way and that part of Outlot 9 of the plat of Outlots in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 15, Township 101 North, Range 10 West, City of Harmony, Fillmore County, Minnesota, described as follows: Commencing at the Northeast Corner of said NE 1/4 NE 1/4; thence South 00 degrees 16 minutes 24 seconds West (assumed bearing) along the East line of said NE 1/4 NE 1/4, 893.80 feet to the centerline of said abandoned Railroad; thence North 54 degrees 46 minutes 03 seconds West along said centerline, 38.28 feet to the Westerly line of Main Street and to the point of beginning of the tract of land to be herein described; thence continuing North 54 degrees 46 minutes 03 seconds West along said centerline, 216.06 feet; thence North 20 degrees 33 minutes 20 seconds East, 121.68 feet; thence North 89 degrees 57 minutes 15 seconds East, 23.91 feet; thence South 00 degrees 55 minutes 49 seconds West, 50.26 feet to the Northerly R.O.W. line of said abandoned Railroad; thence South 26 degrees 08 minutes 17 seconds East, 44.24 feet; thence South 54 degrees 46 minutes 03 seconds East, 48.83 feet; thence South 35 degrees 13 minutes 57 seconds West, 53.80 feet; thence South 54 degrees 46 minutes 03 seconds East, 100.89 feet to said Westerly line of said Main Street; thence South 00 degrees 15 minutes 18 seconds West along said Westerly line, 18.31 feet to the point of beginning and **containing 0.27 acres, more or less**. Subject to easement for access purposes across the Southerly 15.00 feet thereof. Subject to any other easements of record.

(hereinafter "Lot 2").

C. BReaKeRs is the fee owner of that certain land located in the City of Harmony, Fillmore County, Minnesota, legally described as

That part of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad Right-of-Way and that part of Outlots 9 & 10 of the plat of Outlots in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 15, Township 101 North, Range 10 West, City of Harmony, Fillmore County, Minnesota, described as follows: Commencing at the Northeast Corner of said NE 1/4 NE 1/4; thence South 00 degrees 16 minutes 24 seconds West (assumed bearing) along the East line of said NE 1/4 NE 1/4, 893.80 feet to the centerline of said abandoned Railroad; thence North 54 degrees 46 minutes 03 seconds West along said centerline, 254.34 feet to the point of beginning of the tract of land to be herein described; thence North 20 degrees 33 minutes 20 seconds East, 121.68 feet; thence South 89 degrees 57 minutes 15 seconds West, 47.98 feet to the Northerly R.O.W. line of said abandoned Railroad; thence North 54 degrees 46 minutes 03 seconds West along said R.O.W. line, 46.75 feet; thence North 06 degrees 10 minutes 18 seconds West, 7.06 feet; thence North 37 degrees 33 minutes 52 seconds West, 63.00 feet; thence South 52 degrees 26 minutes 03 seconds West, 42.30 feet; thence South 19 degrees 35 minutes 18 seconds West, 27.94 feet; thence South 00

degrees 16 minutes 26 seconds West, 27.88 feet; thence South 73 degrees 06 minutes 37 seconds East, 84.79 feet; thence South 01 degree 10 minutes 13 seconds West, 106.44 feet; thence North 35 degrees 13 minutes 57 seconds East, 37.73 feet to said centerline of said abandoned Railroad; thence South 54 degrees 46 minutes 03 seconds East along said centerline, 30.50 feet to the point of beginning and containing 0.31 acres, more or less. Subject to any easements of record.

(hereinafter "Lot 3").

D. Dahl is the fee owner of that certain land located in the City of Harmony, Fillmore County, Minnesota, legally described as

A tract of land lying in the Northeast Quarter of the Northeast Quarter of Section 15, Township 101North, Range 10 west, Harmony, Minnesota, being described as follows: Commencing at the Northeast Corner of said Quarter Section, thence South 0°01'07" west, assumed bearing, along the East line of said Northeast Quarter, 893.92 feet to the centerline of the main track of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, (now removed); thence North 55°01'42" west, along said centerline, 38.28 feet to the west line of Main Street as located in the City of Harmony, for a point of beginning; thence North 55°01'42" west, along said centerline, 246.56 feet; thence South 34°58'18" west, 70.00 feet, to the southwesterly right-of-way line of the now abandoned Railroad; thence South 55°01'42" East, along said right-of-way line, 295.52 to the west line of Main Street, thence due North along said west line 85.42 feet to the point of beginning, being subject to a 20.00 foot easement for roadway purposes over the southwesterly boundary thereof, containing 18,973 square feet; Excluding roadway easement of 13,202 square feet and excluding that part sold to the City of Harmony.

(hereinafter "Lot 4").

E. There currently exists a driveway (the "**Driveway**") over and across a portion of Lot 2, depicted and legally described as the "Proposed Ingress and Egress Easement" on Exhibit A attached hereto (the "**Easement Area**"). By subjecting the Easement Area to this Declaration, the Parties intend that the Driveway shall be a common driveway serving all Lots.

F. The Parties desire to impose upon and subject the Easement Area to a driveway easement for purposes of the ongoing construction, care, and maintenance of the Driveway for the benefit of the owners of said Lots in accordance with the terms and conditions set forth below.

DECLARATION

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties declare, impose upon, and make the Lots subject to the following easement and covenants:

1. Creation of Easement. Village Depot hereby grants to HASI, BReaKeRs, and Dahl a perpetual, non-exclusive easement (the “**Easement**”), for the benefit of and appurtenant to Lots 1, 3, and 4, across, over, under and upon the Easement Area. Said Easement shall be used in common by the owners and occupants of Lots 1, 2, 3, and 4 for driveway purposes only, including without limitation ingress and egress to and from Lot 1, 2, 3, and 4 via the Driveway, and maintenance, repair, and replacement of said Driveway.

2. Maintenance; Costs.

a. Responsibility. The owners of the Lots shall be jointly and equally responsible for plowing, maintaining, repairing and replacing the Driveway (“**Maintenance**”), and shall cooperate with each other in good faith to ensure the timely and cost-effective performance of such Maintenance. Maintenance shall include, without limitation, the removal of snow, ice, leaves and debris from the pavement; patching, sealing, repaving and repairing the pavement; repairing any landscaping that is damaged during plowing or maintenance of the pavement; and any “Private Drive” or identification signage agreed upon by the Parties to be located within the Easement Area. The owners of the Lots shall, by agreement, determine the means of Maintenance, including contracting with third parties to perform Maintenance or designating one of the owners to be responsible for Maintenance, provided that the other owner shall not be relieved of its joint responsibility for payment of Driveway Costs. In the event the Parties elect to conduct any Maintenance themselves, rather than hiring a third party to perform such Maintenance, both Parties shall use their best efforts to perform such Maintenance in a timely and workmanlike manner.

b. Payment of Driveway Costs. All reasonable and necessary costs incurred by the owner of a Lot in the performance of any Maintenance pursuant to this paragraph shall be deemed “**Driveway Costs**.” Prior to incurring any Driveway Costs, the Party seeking the Maintenance shall use his or her best efforts to obtain the consent of the other Party. So long as an owner of a Lot has consulted with and obtained, or reasonably attempted to obtain, the consent of the owner of the other Lot in advance of incurring Driveway Costs, then twenty-five percent (25%) of all Driveway Costs shall be paid by the owner of Lot 1, twenty-five percent (25%) shall be paid by the owner of Lot 2, twenty-five percent (25%) shall be paid by the owner of Lot 3, and twenty-five percent (25%) shall be paid by the owner of Lot 4. The owner of a Lot who pays any Driveway Costs shall promptly furnish the owner of the other Lot with a copy of the invoice(s) for such costs, and the owner receiving said invoice shall reimburse the other owner within fifteen (15) days of receipt of the invoice. The foregoing notwithstanding, in no event shall an owner of a Lot be entitled to reimbursement for services performed by that owner, unless agreed upon in writing by both Parties.

c. **Restrictions on Maintenance.** Any Maintenance or other improvements must comply with all applicable governmental regulations and requirements and with any covenants or restrictions of record.

d. **Level of Maintenance.** If the Parties reasonably disagree as to the level of Maintenance to be provided, the owner of Lot 2, being the fee owner of the easement area, shall decide the matter; provided however, the Parties must unanimously agree to (i) any improvements to the Driveway or Easement Area over and above routine maintenance, and (ii) total Driveway Costs in excess of \$500 per year.

3. Damage to Driveway or Easement Area. If any Party damages the Driveway or Easement Area, then such party shall bear the entire expense of repairing such damage, which it shall undertake immediately.

4. Indemnification. Each Party shall indemnify, defend, and hold the others harmless from and against any and all liability, loss, damage, claim or act based upon or arising out of damage to persons (including, but not limited to, death) or property caused by or sustained in connection with the negligent or willful acts of such indemnifying Party, or the indemnifying Party's use of the Easement Area. The foregoing indemnity shall bind and benefit the owner of a Lot only with respect to events and claims occurring or accruing during said owner's tenure of ownership of the subject Lot.

5. Binding Effect. The terms and conditions of this Declaration shall constitute covenants and servitudes running with the Lots, burdening and benefiting, as appurtenances, Lot 1, 2, 3, and 4 as stated herein. This Declaration shall be binding upon and for the benefit of the Parties hereto and their respective heirs, personal representatives, devisees, administrators, tenants, successors and assigns, and any other persons who hereafter acquire an interest in any portion of the Lots by operation of law or other legal means. Upon any transfer of ownership of any of the Lots, liability of the transferor for breach of any covenants occurring thereafter shall automatically terminate, provided, however, such transferor shall remain liable for any obligations arising prior to such transfer.

6. Enforcement. Each Party shall have the right to enforce this Declaration by proceedings at law or in equity, provided that a breach of this Declaration shall not entitle any owner to cancel, rescind or otherwise terminate the Declaration. Any action seeking one or more forms of relief shall not be a bar to an action at the same or subsequent time seeking other or alternative forms of relief, and no delay or forbearance by a non-defaulting Party shall be deemed a waiver of the subject default or any subsequent default of a similar nature. In the event either Party hires an attorney to enforce or defend its rights hereunder, the prevailing Party shall be entitled to recover its reasonable costs and attorney fees. Without limitation of the foregoing, if a Party defaults under any of its obligations under this Declaration, and such default continues for ten days after receipt of written notice from the other Party, then the non-defaulting Party may exercise one or more of the following remedies:

a. Cure the default and charge the cost thereof to the defaulting Party, and all such costs shall be payable on demand and shall bear interest from the date of demand until paid in full at the rate of 8% per annum; or

b. Seek injunctive relief and/or specific performance.

7. No Public Dedication. Nothing herein contained shall be deemed to be a gift or a dedication of all or any portion of the Easement Area to a municipality or for the benefit of the general public.

8. Good Faith and Fair Reading. It is the intention of the Parties that the rights and easements hereby created and granted are to be used and maintained in a manner consistent with the best interests of the owners of the Lots. To this end, whenever a matter arises that is not covered specifically by the terms of this Declaration, the Parties covenant that they will deal fairly and attempt to resolve the matter in good faith, and in keeping with the spirit of the express agreements contained herein.

9. Restrictions on Use of Driveway. No Party shall obstruct or interfere in any manner with the rights and privileges of the other Party to use the Driveway. No vehicle shall be parked in the Driveway without the consent of the other Party. The easement granted herein should be for driveway purposes only for commercial use at the businesses presently located on Lots 3 and 4 and access to the building located on Lot 1 and shall include the right and privilege of customers and invitees to use the easement area for ingress and egress to the full extent as the parties hereto.

10. Severability. Invalidity of any provision of this Declaration by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

11. Amendment. This Declaration may be amended only by an instrument signed by the owners and mortgagees of the Lots. Each amendment must be recorded with the County Recorder and/or Registrar of Title, as appropriate.

NOW, THEREFORE, Grantor, in consideration of One Dollars (\$1.00) to them in hand paid by Grantees, receipt of which is hereby acknowledged, and other good and valuable consideration, hereby grants to Grantees, their heirs and assigns, a permanent access easement for ingress and egress to and from and for the benefit of Grantee's land described above, in, over, and upon the ingress and egress easement described in Exhibit A.

TO HAVE AND TO HOLD SAID EASEMENT unto Grantee, their heirs and assigns, as appurtenant to said land.

In Witness Whereof, Grantors have hereunto set their hands the day and year first above written.

Harmony Agri Services, Inc.

BReaKeRs, LLC

By: Jeff Soma
Its: President

By: Bonnie Fisher
Its: President

Village Depot, Inc.

**Allen D. Dahl Revocable Trust Agreement
dated March 31, 2006.**

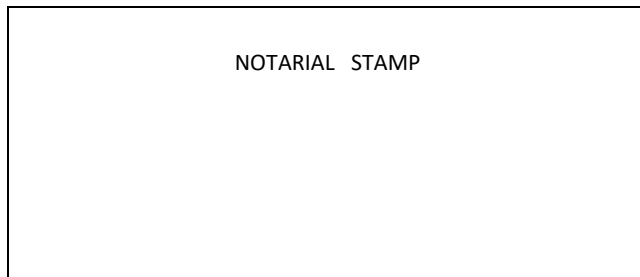
By: Barb Soma
Its: President

By: Allan E. Dahl, Trustee

By: Mary Jane Dahl, Trustee

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

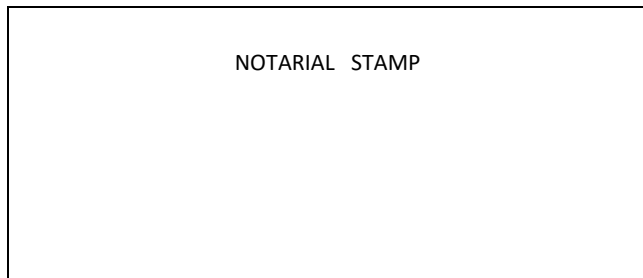
The foregoing instrument was acknowledged before me this ____ day of June, 2019, by Jeff Soma, as president of Harmony Agri Services, Inc., a Minnesota Corporation.



Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

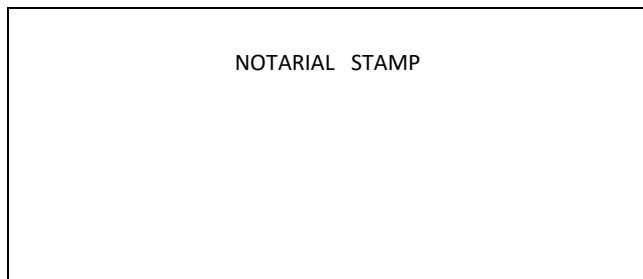
The foregoing instrument was acknowledged before me this ____ day of June, 2019, by Bonnie Fisher as President of BReaKeRs, LLC, a Minnesota Limited Liability Company.



Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

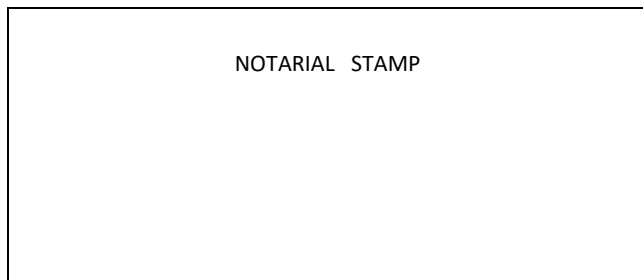
The foregoing instrument was acknowledged before me this ____ day of June, 2019, by Barb Soma, as president of Village Depot, Inc., a Minnesota Corporation.



Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

The foregoing instrument was acknowledged before me this ____ day of June, 2019, by Allan E. Dahl and Mary Jane Dahl, Trustees of the Allan E. Dahl Revocable Trust Agreement dated March 31, 2006.



Notary Public

THIS INSTRUMENT DRAFTED BY:

NETHERCUT ▪ SCHIEBER ▪ ATTORNEYS PA
32 Main Avenue North | PO Box 657
HARMONY, MINNESOTA 55939-0657
507.886.6131 | Fax 886.576.3826

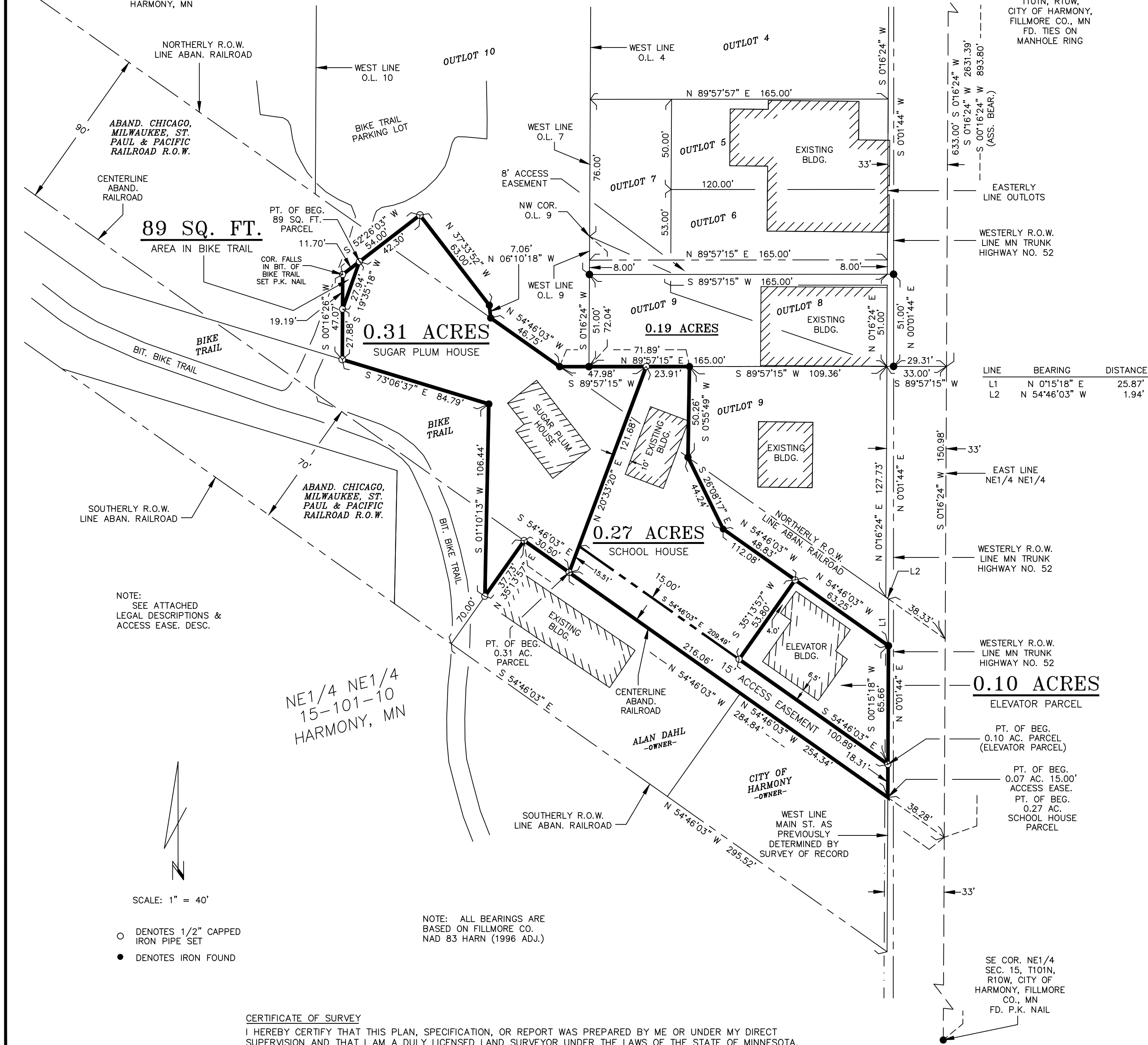
EXHIBIT A
Proposed Ingress and Egress Easement

A 15.00-foot-wide easement for access purposes over and across that part of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad Right-of-Way in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 15, Township 101 North, Range 10 West, City of Harmony, Fillmore County, Minnesota, described as follows: Commencing at the Northeast Corner of said NE 1/4 NE 1/4; thence South 00 degrees 16 minutes 24 seconds West (assumed bearing) along the East line of said NE 1/4 NE 1/4, 893.80 feet to the centerline of said abandoned Railroad; thence North 54 degrees 46 minutes 03 seconds West along said centerline, 38.28 feet to the Westerly line of Main Street and to the point of beginning of the tract of land to be herein described; thence continuing North 54 degrees 46 minutes 03 seconds West along said centerline, 216.06 feet; thence North 20 degrees 33 minutes 20 seconds East, 15.51 feet; thence South 54 degrees 46 minutes 03 seconds East parallel with and 15.00 feet Northeasterly of said abandoned Railroad centerline (when measured at right-angles to said centerline), 209.49 feet to said Westerly line Main Street; thence South 00 degrees 15 minutes 18 seconds West along said Westerly line, 18.31 feet to the point of beginning and containing 0.07 acres, more or less.

CERTIFICATE OF SURVEY

PART OF THE ABANDONED RAILROAD AND PART OF OUTLOTS 9 & 10
IN THE PLAT OF OUTLOTS IN THE NE1/4 NE1/4 OF SEC. 15,
T101N, R10W, CITY OF HARMONY, FILLMORE CO., MN

SURVEY REQUESTED
BY
JEFF & BARB SOMA
HARMONY, MN



CERTIFICATE OF SURVEY

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

JEROME R. SCHWARZ LICENSE NO. 13810 DATE: 2-19-19 SHEET 1 OF 6

QUIT CLAIM DEED

STATE DEED TAX DUE: \$1.65

Date: July ____, 2019.

FOR VALUABLE CONSIDERATION, **HARMONY AGRI SERVICES, INC.**, a Minnesota Corporation, Grantor, hereby conveys and quitclaims to **CITY OF HARMONY**, a municipal Corporation under the laws of the State of Minnesota, Grantee, real property in Fillmore County, Minnesota, described as follows:

That part of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad Right-of-Way in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 15, Township 101 North, Range 10 West, City of Harmony, Fillmore County, Minnesota, described as follows: Commencing at the Northeast Corner of said NE 1/4 NE 1/4; thence South 00 degrees 16 minutes 24 seconds West (assumed bearing) along the East line of said NE 1/4 NE 1/4, 893.80 feet to the centerline of said abandoned Railroad; thence North 54 degrees 46 minutes 03 seconds West along said centerline, 38.28 feet to the Westerly line of Main Street; thence North 00 degrees 15 minutes 18 seconds East along said Westerly line, 18.31 feet to the point of beginning of the tract of land to be herein described; thence North 54 degrees 46 minutes 03 seconds West, 100.89 feet; thence North 35 degrees 13 minutes 57 seconds East, 53.80 feet; thence South 54 degrees 46 minutes 03 seconds East, 63.25 feet to said Westerly line; thence South 00 degrees 15 minutes 18 seconds West along said Westerly line, 65.66 feet to the point of beginning and containing 0.10 acres, more or less. Subject to any easements of record.

together with all hereditaments and appurtenances belonging to this real property.

The total consideration for the transfer of this real estate is \$500.00 or less.

HARMONY AGRI SERVICES, INC.

By: Jeff Soma
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

The foregoing instrument was acknowledged before me this _____ day of July, 2019, by Jeff Soma, as President of Harmony Agri Services, Inc, a corporation under the laws of Minnesota.

NOTARIAL STAMP

NOTARY PUBLIC

THIS INSTRUMENT DRAFTED BY:

NETHERCUT ■ SCHIEBER ■ ATTORNEYS PA
32 Main Avenue North | PO Box 657
HARMONY, MINNESOTA 55939-0657
507.886.6131 | Fax 866.576.3826

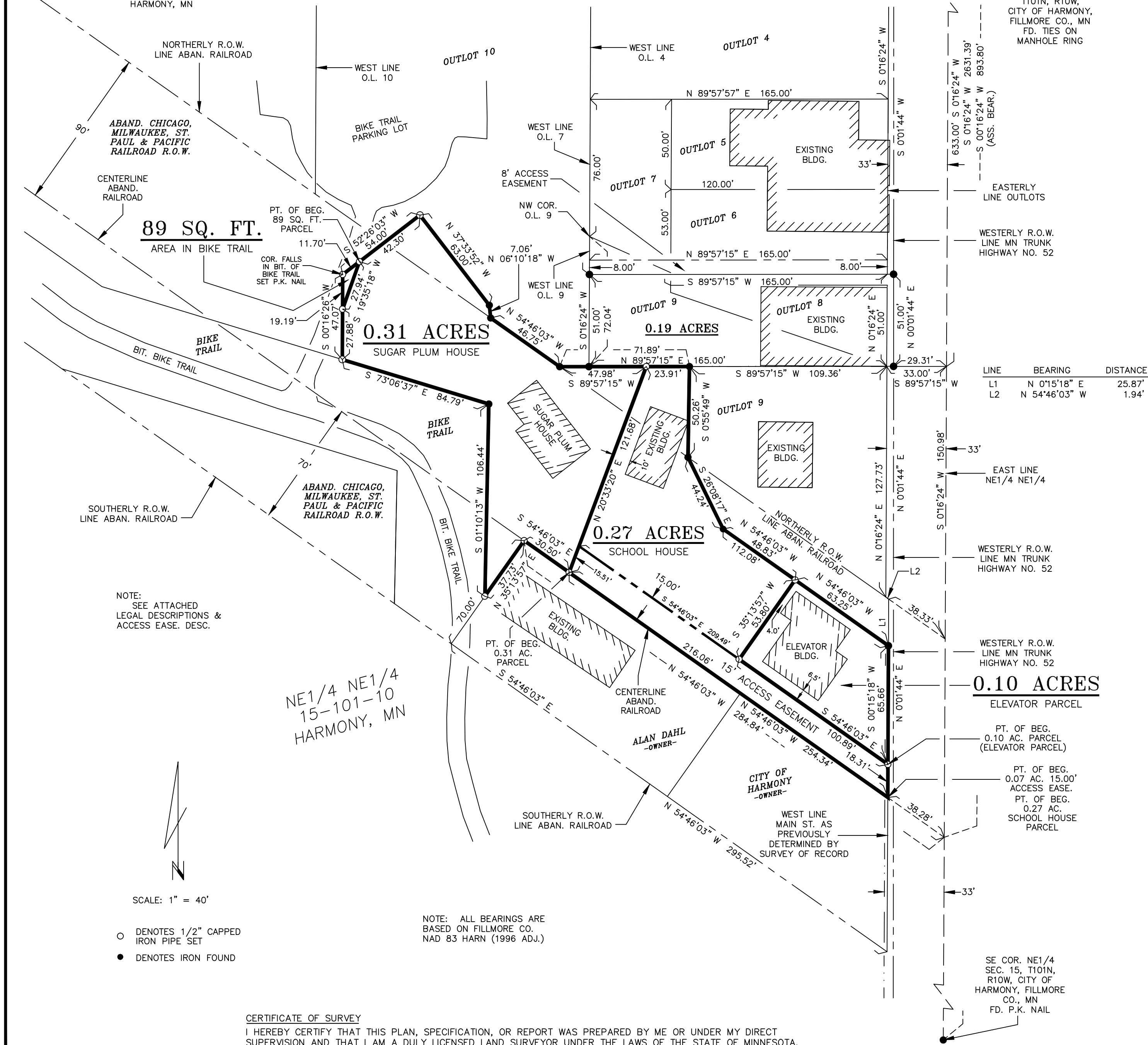
Tax statements should be sent to:

City of Harmony
PO Box 488
Harmony, MN 55939

CERTIFICATE OF SURVEY

PART OF THE ABANDONED RAILROAD AND PART OF OUTLOTS 9 & 10
IN THE PLAT OF OUTLOTS IN THE NE1/4 NE1/4 OF SEC. 15,
T101N, R10W, CITY OF HARMONY, FILLMORE CO., MN

SURVEY REQUESTED
BY
JEFF & BARB SOMA
HARMONY, MN



CERTIFICATE OF SURVEY

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

JEROME R. SCHWARZ LICENSE NO. 13810 DATE: 2-19-19 SHEET 1 OF 6

RIGHT OF FIRST OFFER TO PURCHASE REAL PROPERTY

IN CONSIDERATION of One Dollar and Other Good and Valuable Consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned, **CITY OF HARMONY**, a municipal corporation, Grantor, does hereby grant to **HARMONY AGRI SERVICES, INC.**, Grantee, a right of first offer to purchase certain real property located in the County of Fillmore, State of Minnesota, described as follows:

That part of the abandoned Chicago, Milwaukee, St. Paul and Pacific Railroad Right-of-Way in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section 15, Township 101 North, Range 10 West, City of Harmony, Fillmore County, Minnesota, described as follows: Commencing at the Northeast Corner of said NE 1/4 NE 1/4; thence South 00 degrees 16 minutes 24 seconds West (assumed bearing) along the East line of said NE 1/4 NE 1/4, 893.80 feet to the centerline of said abandoned Railroad; thence North 54 degrees 46 minutes 03 seconds West along said centerline, 38.28 feet to the Westerly line of Main Street; thence North 00 degrees 15 minutes 18 seconds East along said Westerly line, 18.31 feet to the point of beginning of the tract of land to be herein described; thence North 54 degrees 46 minutes 03 seconds West, 100.89 feet; thence North 35 degrees 13 minutes 57 seconds East, 53.80 feet; thence South 54 degrees 46 minutes 03 seconds East, 63.25 feet to said Westerly line; thence South 00 degrees 15 minutes 18 seconds West along said Westerly line, 65.66 feet to the point of beginning and containing 0.10 acres, more or less. Subject to any easements of record.

City of Harmony hereby grants to Harmony Agri Services, Inc. a continuing Right of First Offer to purchase the Premises during the "Right of First Offer Period," which shall commence on the date of this Agreement and shall continue for a period of 20 years from the date of this Agreement.

1. If, during the Right of First Offer Period, City of Harmony decides to sell the Premises, City of Harmony shall provide to Harmony Agri Services, Inc. a letter of intent specifying the general terms upon which City of Harmony wishes to sell the

Premises (the "Offering Notice"). If Harmony Agri Services, Inc. desires to purchase the Premises, Harmony Agri Services, Inc. shall, within fourteen (14) days after receipt of the Offering Notice, notify City of Harmony, in writing, either (i) that Harmony Agri Services, Inc. intends to exercise its Right of First Offer by purchasing the property for the pre-determined price of \$1.00, or (ii) that Harmony Agri Services, Inc. declines to exercise its Right of First Offer. If Harmony Agri Services, Inc. fails to give such notice within such fourteen (14) business day period, Harmony Agri Services, Inc. will be deemed to have declined to exercise its Right of First Offer. The parties agree to the pre-determined purchase price of \$1.00 in consideration of Grantee's original donation of the property to the City.

2. If Harmony Agri Services, Inc. declines to exercise, or is deemed to have declined to exercise, its Right of First Offer, City of Harmony will be entitled to sell the Premises after the date of such declining or deemed declining. Such sale by City of Harmony must be on substantially the same terms as in the Offering Notice. A sale on "substantially the same terms" as in the Offering Notice would mean (i) the net purchase price (i.e., taking into account commissions and other costs if same would be incurred in a sale to a third party but would not be incurred in a sale to Harmony Agri Services, Inc.) paid by a third party is at least 95% of the price presented in the Offering Notice, and (ii) the remaining terms are not materially more favorable to the purchaser than those in the Offering Notice. If the City of Harmony desires to complete a sale of the Premises on terms substantially different than those included in the Offering Notice, City of Harmony must provide Harmony Agri Services, Inc. with an additional opportunity to exercise the right of first offer.
3. If the Premises are sold to a third party after compliance with the terms of this Exhibit, Harmony Agri Services, Inc.'s Right of First Offer thereafter shall be null and void and shall not be binding on such purchaser nor applicable to any subsequent sale of the Premises.
4. If the Harmony Agri Services, Inc. decides to purchase the Premises under the terms of the Offering Notice, the Harmony Agri Services, Inc. shall within the fourteen (14)-day period execute the letter of intent presented by the City of Harmony and close the transaction within 60 days.
5. Notwithstanding anything in the foregoing to the contrary, Harmony Agri Services, Inc.'s Right of First Offer shall not apply to, and Harmony Agri Services, Inc. shall have no right to purchase the Premises in connection with, (i) the sale or transfer of the Premises to an affiliate of the City of Harmony, which shall include any entity which is controlled by or is under common control with City of Harmony, or any entity in which City of Harmony has a substantial economic interest or (ii) the sale or proposed sale of the Premises to the Harmony, Fillmore County, or Minnesota Historical Society or any successor organization thereof.

This Right of First Offer shall bind the Grantors, Grantees, and their respective heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this contract this ____ day of _____, 2019.

Grantor: CITY OF HARMONY

Steve Donney, Mayor

Jerome Illg, City Administrator

Grantee: HARMONY AGRI SERVICES, INC.

By: Jeff Soma
Its: President

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

The foregoing instrument was acknowledged before me this ____ day of July, 2019, by Jeff Soma as President of Harmony Agri Services, Inc., a Minnesota Corporation.

NOTARIAL STAMP

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Steve Donney, Mayor of the City of Harmony, a municipal Corporation.

NOTARIAL STAMP	
----------------	--

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Jerome Illg, City Administrator of the City of Harmony, a municipal Corporation.

NOTARIAL STAMP

Notary Public

THIS INSTRUMENT DRAFTED BY:

NETHERCUT ▪ SCHIEBER ▪ ATTORNEYS PA
32 Main Avenue North | PO Box 657
HARMONY, MINNESOTA 55939-0657
507.886.6131 | Fax 886.576.3826

NETHERCUT ▪ SCHIEBER ▪ ATTORNEYS PA
32 Main Avenue North | PO Box 657
HARMONY, MINNESOTA 55939-0657
507.886.6131 | Fax 886.576.3826

Possible Ordinance:

§71.05 WINTER PARKING

Any vehicle or personal property found stopped, standing, or parked that is impeding snow removal or snowplowing, is prohibited when a snow emergency is declared.
Penalty, see §10.99

GOV OFFICE CONNECT

Communications System Subscription & Services Agreement City of Harmony, Minnesota

Client City of Harmony, Minnesota
Mailing Address P.O. Box 488
City, State, Zip Harmony, MN 55939
Phone 507-886-8122
URL harmony.mn.us
Contact Jerome Illg
Phone 507-886-8122
Email cityoffice@harmony.mn.us

GovOffice LLC
2112 Broadway Street NE, Suite 250
Minneapolis, Minnesota 55413
612-617-5700 phone
612-617-5701 fax
Federal Tax ID: 83-1147199
govoffice.com
Sales Representative: Mike Chaloupka

Terms & Conditions

This Communications System Subscription and Services Agreement (Agreement), dated August 1, 2019 ("Effective Date"), is by and between GovOffice LLC, d/b/a GovOffice ("GovOffice") and the City of Harmony, Minnesota ("Client"). The term of this Agreement begins on the Effective Date and may renew per the Service Renewal terms below.

GovOffice Deliverables

1. GovOffice will deploy the GovOffice Connect Multi-Channel Communications System for Client including the features and services described in Exhibit A—GovOffice Project Deliverables, attached hereto.

Additional Services

2. Client may contract at any time with GovOffice for additional Consulting, Setup, Programming, and Training services (Project Development Services) that exceed those defined in Exhibit A. GovOffice will separately invoice Client for the additional services.

Billing & Payment Terms

3. Upon execution of this Agreement, GovOffice will provide an invoice in the amount of **\$900 for 12 months of service**, which will be due within 30 days of receipt.
4. An additional, per message charge applies for both outgoing and incoming SMS Text and Voice messages through the integrated Call Hub system. SMS Text = \$00.034 per message sent; \$00.012 per message received. Voice = \$00.014 per 30 second message sent; \$00.014 per 30 second message received. Incurred charges may be paid via credit card supplied by the Client or be billed by GovOffice via monthly invoice (payment due in 30 days).

By initialing you acknowledge that you have read, understand, and agree to the contents of this page. _____

5. GovOffice services as described in Exhibit A are invoiced prior to the next year of service and are due within 30 days or upon the annual anniversary date, whichever is later.
6. After deployment, if the Client's account exceeds 90 days past due, GovOffice Connect Service may be discontinued until the Client's account is made current. Client will be given 30 day notice prior to discontinuation of services for non-payment.

Service Renewal

7. Client may continue service after the first 12 months at a rate of **\$900** for an additional 12 months and will continue to receive all deliverables as presented in Exhibit A with said renewal. If the Client remains on an annual subscription renewal schedule, starting in 2021 the service charge is subject to increase annually in an amount not to exceed 5% of the previous year's charge.
8. Either party may terminate service at the end of the contract term by providing the other party with 30 days written notice, prior to the contract renewal date.
9. In the event that neither party gives 30 day notice prior to the end of the initial or any subsequent term, the Client's service will automatically renew for an additional 1 year term.
10. Client may terminate its service with or without cause prior to the completed 1 year term by providing 30 days written notice of termination to GovOffice. In the event of termination, Client shall pay GovOffice for all services rendered as of the date of termination.

Additional Terms & Conditions

11. Client is subscribing to and licensing the GovOffice Connect Multi-Channel Communications System and related online services and agrees to the further Terms & Conditions as published at www.govoffice.com/terms.
12. GovOffice strives to complete all activities surrounding a Client's onboarding as efficiently as possible, but we do not guarantee deployment (go-live) by or on any date.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

By _____ Client (Printed) Title _____

By _____ Client (Signed) Date _____

By _____ GovOffice (Printed) Title _____

By _____ GovOffice (Signed) Date _____

By initialing you acknowledge that you have read, understand, and agree to the contents of this page. _____

Exhibit A: GovOffice Connect Project Deliverables

Service & Maintenance—GovOffice Connect—*Basic Package*

- Up to 5,000 email subscribers allowed
- Unlimited bulk emails sent to email subscribers allowed
- 5 mobile responsive email templates available
- Up to 500 SMS text subscribers allowed
- Outgoing and incoming SMS Text Messaging; *per message* rate is found on page 1 of this Agreement
- Outgoing and incoming Voice Messaging; *per message* rate is found on page 1 of this Agreement
- Subscription Management (Up to 25 subscription lists)
- Social Media Posting/Sharing (Facebook, Twitter, LinkedIn)
- Web posting of messages
- Subscription form (Allows contact to enter name, address, contact information and subscribe to various publications)
- Contact profile form (Allows contact to edit personal information and subscriptions)
- Online forms
- Multi-channel reporting and analytics
- Online support
- Online group training



● = Curb Stop

2nd St SE

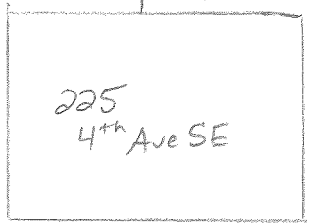
Water Main

X Gate Valve

Water Main



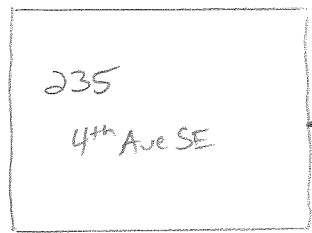
Curb Stop



225
4th Ave SE

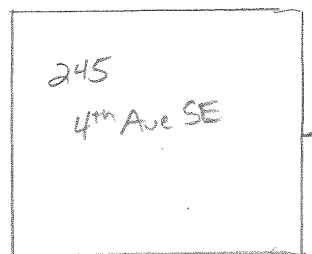
4th Ave SE

3 1/4" Copper



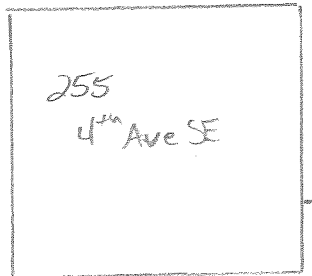
235
4th Ave SE

3 1/4" Copper

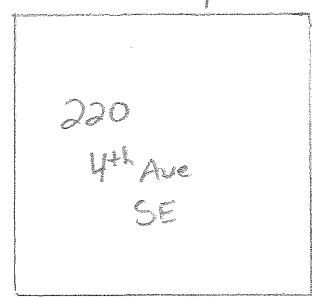


245
4th Ave SE

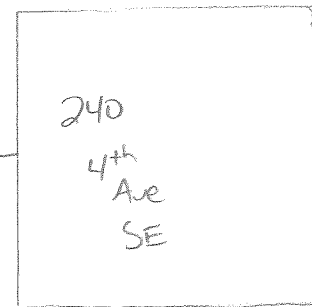
3 1/4" Copper



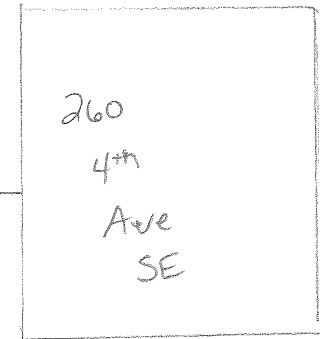
255
4th Ave SE



220
4th Ave SE



240
4th Ave SE



260
4th Ave SE

?

?

Water Main

3rd St SE

AGREEMENT

THIS AGREEMENT is made this ____ day of ____ **2019**, ('Effective Date') by and between **City of Harmony, a Municipal Utility** ("Licensor") and **Minnesota Energy Resources, a Minnesota corporation** ("Licensee").

WITNESSETH:

WHEREAS the Licensee, desires to erect antennae's and equipment and use certain poles owned by the Licensor to which they will attach their antennae's and equipment; and

WHEREAS Licensor desires to maintain good relations with the Licensee and make available certain of its poles to the Licensee; and

WHEREAS both parties have determined it is in their best interests to allow the use of Licensor's poles as above described under the conditions described in this Agreement,

NOW THEREFORE, the parties agree as follows:

Licensor enables and hereby grants a license to the Licensee, subject to the terms and conditions hereinafter set forth, to use certain poles of the Licensor for the purpose of attaching its facilities at such locations and such a manner as may from time to time be requested by the Licensee and approved by the Licensor, which approval shall be evidenced by a print marked Exhibit "A", executed by the parties hereto and showing the date of such approval, the pole numbers and the location of such poles. Such prints shall be attached hereto, and made a part hereof and identified by number. The Licensee agrees that its facilities and its use of the pole of poles described in the Exhibit "A" shall be at its, the Licensee's, own risk and at its own cost and expense, and shall be in conformity with the National Electrical Safety Code (NESC) including any amendments thereto.

ARTICLE I

Attachments to Poles

Before attachments are made by Licensee, Licensor will inspect each pole and rearrange or replace its facilities as it deems is required in order to provide space for the Licensee at the expense (including the net cost of pole replacement) of the Licensee. The Licensee shall pay for all rearrangements and net replacement cost incurred by the Licensor prior to attachment by the Licensee. Licensee may also be liable for costs incurred by other licensees for rearranging their facilities. The costs referred to in this agreement shall be Licensor's fully loaded costs, as derived from their normal accounting and costing procedures. Throughout the Term of this Agreement, Licensor shall not intentionally disturb Licensee's authorized attachments, except as such disturbance may be necessary in an emergency or natural disaster situation.

ARTICLE II

Maintenance of Attachments

(a) The Licensee or its agent agrees to make and maintain all attachments upon said poles in a proper, safe and workmanlike manner and in accordance with requirements of the National Electrical Safety Code (NESC).

(b) Whenever a pole to which Licensee has attached facilities is replaced, Licensee shall transfer its facilities at its expense, within 10 days after notice that the pole has been replaced. Whenever such a pole must be of a size larger than that normally required at that location due solely to the requirement of Licensee, Licensee shall pay the incremental cost of such additional pole size, as determined by Licensors, within 10 days of the pole replacement in order to continue to maintain an attachment at that location.

(c) Any strengthening of poles through the use of guying, required to accommodate the attachments of Licensee, shall be provided by and at the expense of Licensee and to the satisfaction of all other occupants of the poles.

ARTICLE III

Right-of-Way for Licensee's Attachments

Nothing herein contained shall be construed as a guarantee or permission from owners of private property or other authorities, to the Licensee to use said facilities, and upon notice that objection is made by such owners or authorities to such use, the Licensors may immediately declare the Exhibit "A" cancelled, and thereupon the Licensee shall remove all attachments and cease to use any or all said facilities.

ARTICLE IV

Hazards to Personnel

Licensee knows that Licensors is engaged in transmitting electric current and will warn its employees or its agent not to touch, move, manipulate or tamper with any attachments of Licensors. Licensee's employees or its agent may access poles to make and maintain attachments, but shall not access the poles where any defective condition is observable until Licensors has been notified and Licensors has made an inspection. Licensee's employees shall not climb Licensors's poles.

ARTICLE V

Liability and Damages

(a) Licensee shall indemnify, protect, defend and save harmless the Licensors, its agents, employees and servants from and against any and all damages on account of damage to property, injury to or death to persons arising either directly or indirectly out of the erection, maintenance, repair, presence, use or removal of said attachments of Licensee.

(b) At all times during which this Agreement is in effect, Licensee shall carry and keep in effect at its expense, the following types of insurance: Worker's compensation and comprehensive general liability.

(c) Limitation on Damages. Unless otherwise expressly provided in this agreement, Licensor shall not be liable to licensee for consequential, incidental, punitive, exemplary or indirect damages suffered by licensee or by any subscriber, customer or purchaser of licensee for lost profits or other business interruption damages, whether by virtue of any statute, in tort or in contract, under any provision of indemnity, or otherwise, regardless of the theory of liability upon which any such claim may be based.

ARTICLE VI

Existing Rights of Other Parties

Nothing in this Agreement shall be construed as affecting the rights or privileges previously conferred by Licensor on others not parties to this Agreement including rights to use any poles or pole space; and Licensor shall have the right to continue and extend such rights or privileges. The license herein granted shall at all times be subject to such contracts and arrangements.

ARTICLE VII

Assignment of Rights

The rights hereby granted the Licensee are personal to it and cannot be assigned, transferred, or sublet without the consent in writing of the Licensor which shall not be unreasonably withheld.

ARTICLE VIII

Waiver of Terms and Conditions

Failure to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions.

ARTICLE IX

Rights of Licensee

(a) No use under this Agreement however extended, of Licensors poles shall create or vest in Licensee any ownership or property rights in said poles but Licensee's rights therein shall be and remain a mere license. Nothing herein contained shall be construed to compel Licensors to maintain any of said poles for a period longer than that demanded by its own service.

(b) Should Licensee fail to comply with any provision of this Agreement or fail to remove its attachments on the termination of the Agreement, Licensors shall have the continuing right to immediately remove Licensee's attachments from Licensors poles and charge Licensee the cost of such removal. Waiver of any default hereunder by the Licensors shall not act to waive or excuse any subsequent default by Licensee.

(c) If at any time in the judgment of the Licensors, Licensee's attachments result in an impairment or hazard to Licensors operation, maintenance or construction activities, Licensors may terminate this Agreement upon 60 days' written notice.

ARTICLE X

Term of Agreement

This Agreement, unless otherwise terminated as is herein provided, shall continue in force from the Effective Date until **December 31, 2020** and thereafter from year to year, unless terminated by either party hereto by giving notice of its intention to terminate to the other party at least six months prior to the end of any period.

ARTICLE XI

Applicable Law and Venue

This Agreement shall be governed by and construed under the laws of the State of Minnesota without regard to its conflict of laws principles. Any court proceeding regarding enforcement of this Agreement shall be commenced and heard in **Fillmore County District Court**, Minnesota, and the Parties consent and submit to the jurisdiction and venue of that Court.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their officers authorized so to do the day and year first above written.

WITNESS:

City of Harmony
(LICENSOR)

_____ By: _____

Title:

WITNESS:

Minnesota Energy Resources Corporation
(LICENSEE)

_____ By: _____

Title:

EXHIBIT "A"

Following is a list of poles with authorized attachments in addition to those included in the Master Agreement:

City/Town/Village	Pole
Harmony	43.555145, -92.009225

See picture and description below for attachment detail:

- **Equipment 1: Connected Grid Router (CGR) 23 pounds, 11.3 inches x 9.7 inches x 8.5 inches, 20 to 28 watts nominal, maximum power usage 75 watts, 304 KW hours per year**
- **Equipment 2: Antenna, 1 pound, 18 inches x 1 inch**

See attached map for all pole attachment locations.

These attachments are subject to all terms and conditions of the Master Agreement
Annual Rental Charge = \$250.00 (includes pole rental, power usage, meter fee and all other monthly or annual recurring costs) _____

Date of Approval: _____

City of Harmony
(LICENSOR)

By: _____

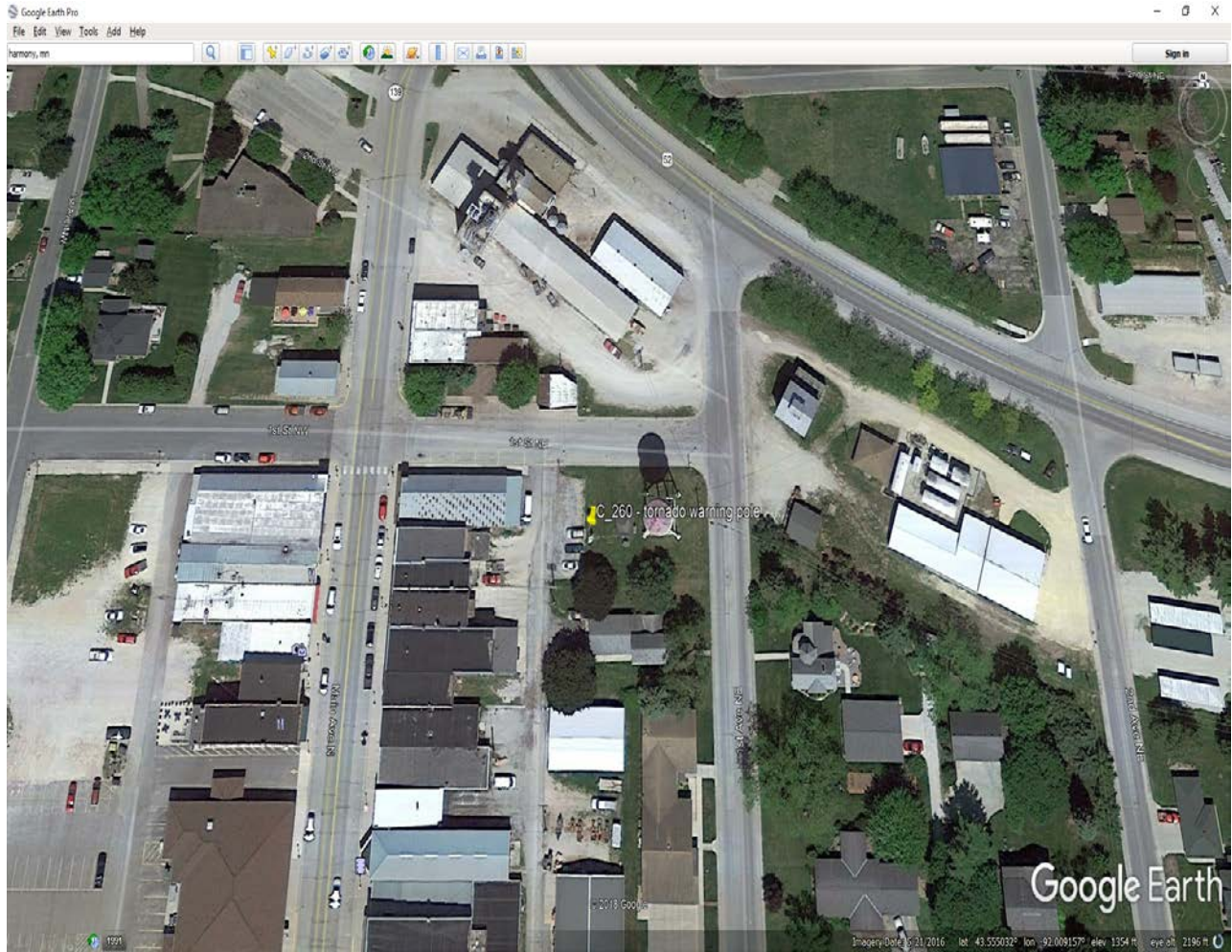
Title:

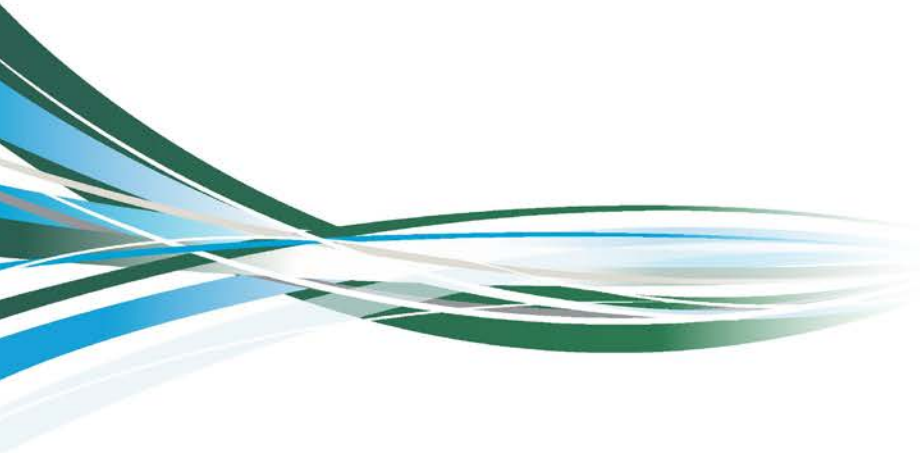
Minnesota Energy Resources Corporation
(LICENSEE)

By: _____

Title:







Automated Metering Infrastructure (AMI) Program
2019
City of Harmony

Agenda

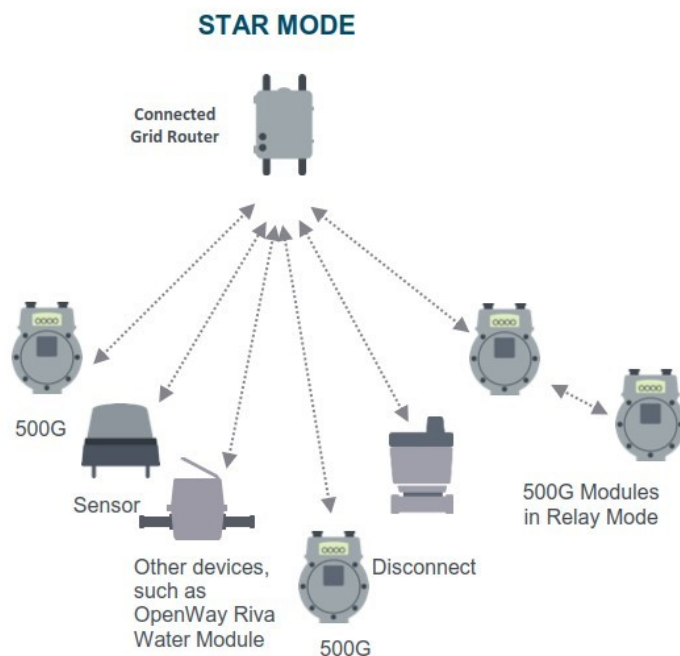
- AMI project overview
- Itron network overview
- Network equipment review
- RF awareness
- Disconnecting network devices
- Device installation standards
- Deployment area and identified poles
- Next steps

AMI project overview

- Minnesota Energy Resources is installing Itron 500G ERT modules on natural gas meters across service area
- ERTs will record interval meter reading data and transmit to Minnesota Energy Resources via the AMI network
- Itron has been selected as the AMI deployment vendor
- Itron will install Cisco Connected Grid Routers (CGR) to enable the service area's AMI network

AMI network overview

- Itron AMI network is point-to-multipoint star mode network
- One CGR communicates with multiple ERTs
- ERTs communicate reads directly to CGR
- In hard to reach areas, an ERT can hop to a neighboring ERT to repeat the signal and transmit information to the CGR



Iron Connected Grid Router (CGR) overview



- Dimensions: 11.3 inches x 9.7 inches x 8.5 inches (without antennas)
- Weight: 23 pounds
- Power usage: 20 to 28 watts nominal
- Maximum power usage: 75 watts
- CGR uses 304 KWH per year

Network equipment: CGRs and antennas



CGR mounted on wood pole



CGR and antenna
on rooftop



CGR and antenna
on telecom tower

Radio Frequency (RF) awareness for AMI network

- Network uses IPv6 standards and 900 MHz communication band, which does not require a separate license from Federal Communications Commission (FCC)
- Network equipment will sit idle most of time and only transmit small bits of data in very short bursts
- Network equipment has similar power as personal communications systems like a WiFi router, but with much less transmission time

Disconnecting network devices

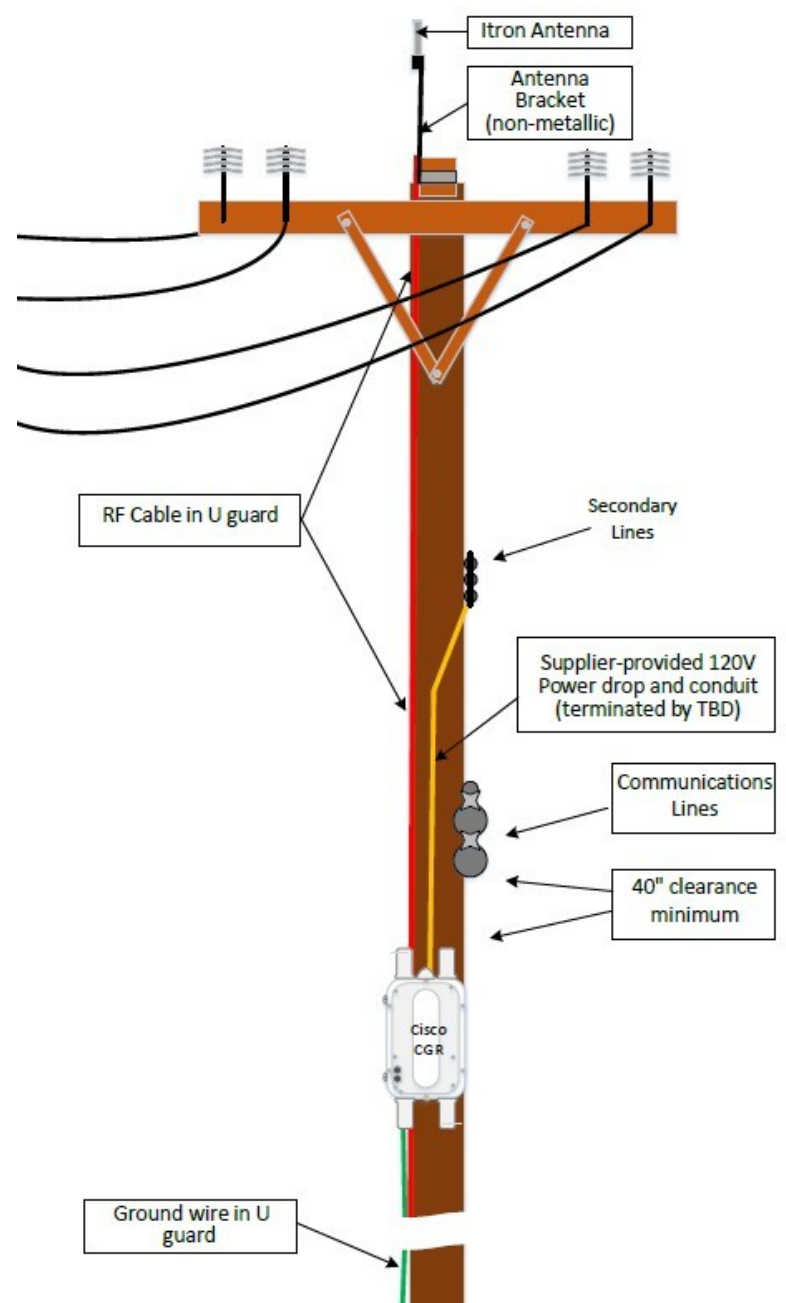


- Power to CGR can be disconnected at bottom of equipment (see photo)
- Call number on CGR sticker if:
 - CGR is going to be shut off for any length of time for maintenance work
 - There is an emergency, and pole is brought down

Where power cable can be disconnected

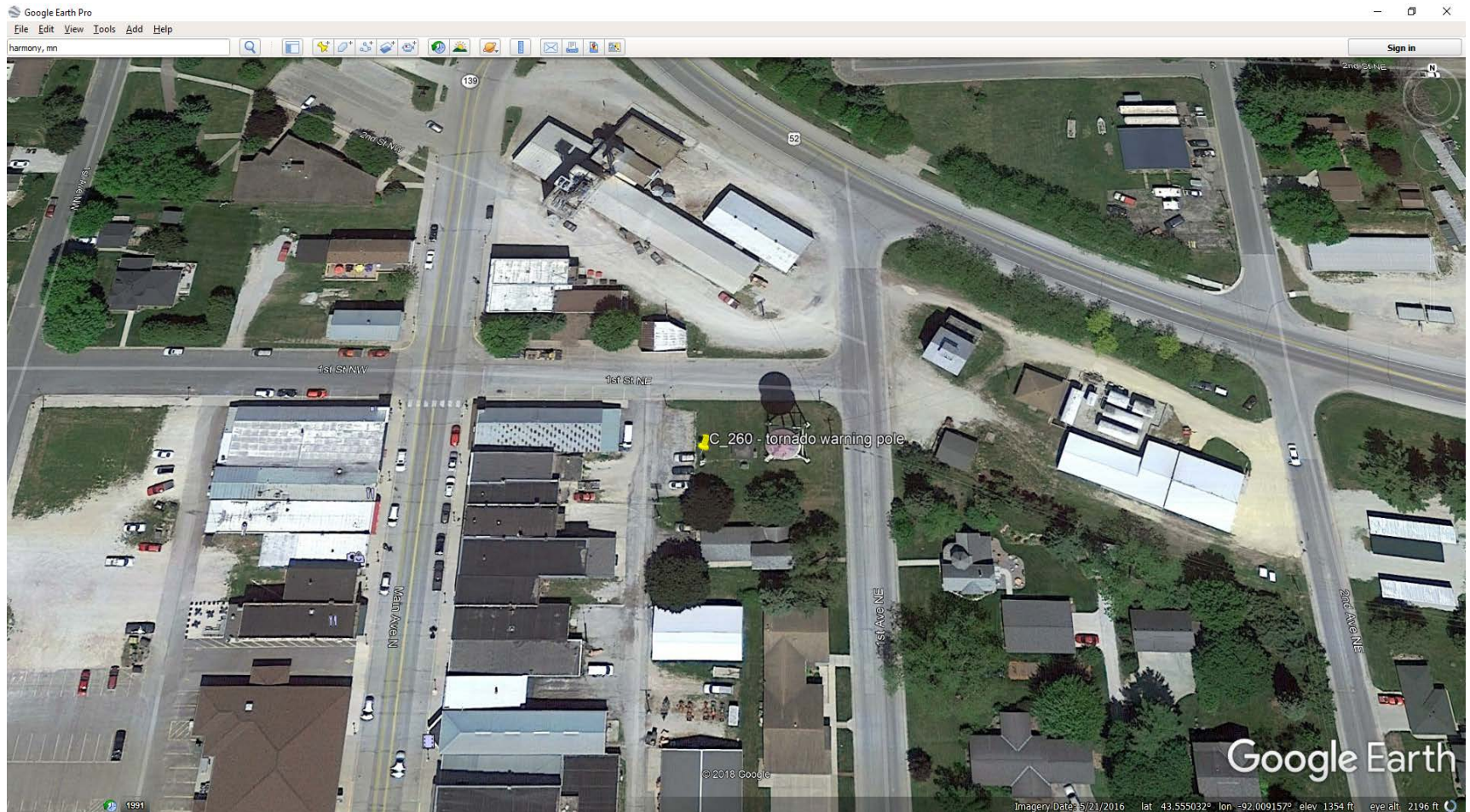
CGR installation standards

- Antenna will be installed through power space at pole top and requires 35- to 40-foot height
- CGR height should be 10 to 12 feet above ground
- CGR can be installed below communication space on pole with minimum of 40-inch clearance
- CGR requires 120V power drop and conduit
- CGR and antenna need to be grounded at pole



Deployment area: Identified poles

Site ID	Longitude	Latitude	Type	Site Name	Site Name 2	Height (ft)	City
C_260	-92.009225	43.555145	J	Utility Pole	JUA	30	Harmony



Next steps

- Finalize poles for CGR installation
- Review joint-use agreement (JUA) details
- Finalize JUA and install CGRs on poles

Questions?



From: Tsang, David (DOT) <david.tsang@state.mn.us>
Sent: Friday, August 2, 2019 3:28 PM
To: cityoffice@harmony.mn.us
Cc: Schweyen, Michael (DOT)
Subject: RE: Potential Harmony Speed Study and Electronic Speed Sign
Attachments: MISC WORK-1397174-v3.pdf; Sample Permit App for DSD sign.pdf

Jerome,

Thank you for the email.

Yes, I had been in contact with Sandy. Below (& attached) is pertaining to the electronic speed sign.

I had mistakenly replied to Sandy without cc'ing the District Traffic Engineer on July 5th regarding the inquiry on the speed studies on Hwy 52– my apologies. Since then we have had a changeover in the District Traffic Engineer and it is now Mike Schweyen (cc'd).

Regarding the electronic speed sign, can you please tell me which location (which existing speed limit sign) do you intend to place the sign? I am assuming you want to put one at the first 30 mph sign (heading southbound into town) on Hwy 52 – see below.

Attached is the blank permit form. Please specify which vendor and model number & name on the form.

You will need to submit it along with a city resolution.

Here is the basic info on the process:

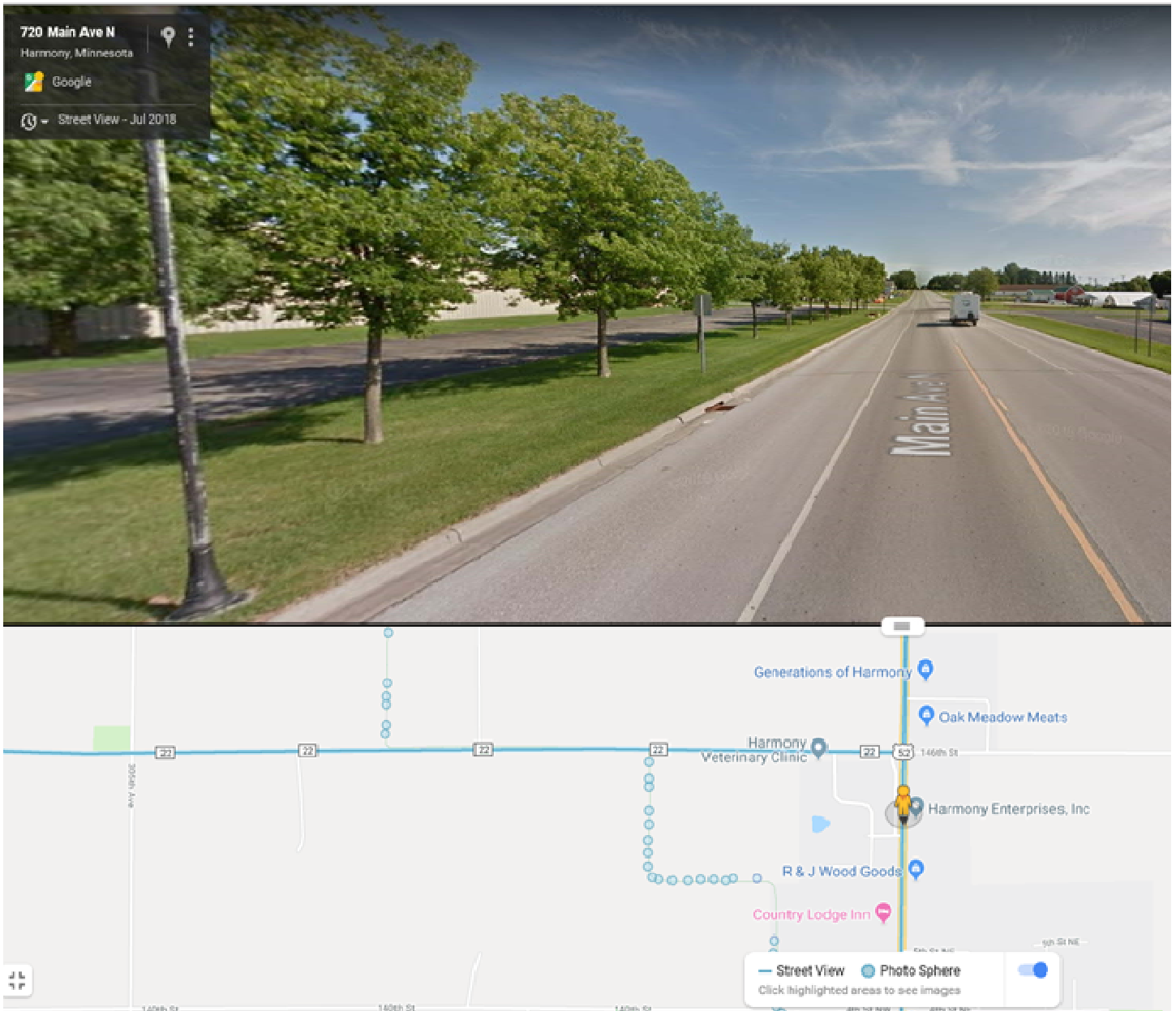
The process for installing a blinking radar speed sign – which we call Dynamic Speed Display (DSD) sign is as follows:

1. City or municipality request permission to install sign identifying:
 - a. Proposed Location
 - b. Proposed vendor name/model number of product intending to purchase
2. MnDOT District Traffic Operations Engineer (myself) reviews the request and if approved, then,
3. City or municipality:
 - a. Pass a resolution stating the City pays for, installs and maintains sign.
 - b. Fills out Permit application and attach the documentation of the proposed product (usually a brochure with specifications – or a web page) and resolution.
4. Permit is Approved, City can install sign(s).

The second attachment ("Sample Permit..") is an example of a permit application from the town of Grand Meadow which you can use as a guide.

When installing the sign, please make sure to have the sign installed right next to the Speed Limit Sign (to the right of the existing sign). The radar sign must have its own sign posts (cannot be mounted on or attached to the existing sign).

Please let me know if you have any questions – thanks,



Best Regards,

David Tsang, P.E.

District Traffic Operations Engineer
MnDOT District Six
2900 48th Street NW
Rochester, MN 55901
Office: 507.286.7683
Fax: 507.285.7355
Email: david.tsang@state.mn.us

From: cityoffice@harmony.mn.us [mailto:cityoffice@harmony.mn.us]
Sent: Friday, August 2, 2019 1:43 PM
To: Tsang, David (DOT) <david.tsang@state.mn.us>
Subject: Potential Harmony Speed Study and Electronic Speed Sign

It is my understanding that you have exchanged emails with our resident, Sandy Strozyk, regarding the following:

1. Conducting a speed study on Hwy 52 on the northern edge of Harmony
2. Process to install electronic speed signs on Hwy 52 (to make traffic aware)

Speed Study

As part of the process, for conducting the speed study, she indicated there is a resolution that the council would need to approve? Do you have a sample resolution for our council to consider, so we make sure we cover the parts that are required? What other steps would the council or city would need to do or approve to conduct the study?

Electronic Speed Signs

It is my understanding that the council would need to fill out a permit and pass a resolution that the city agrees to purchase the speed signs and maintain them. Do you have a sample resolution for our council to consider, so we make sure we cover the parts that are required? Could you send me the permit that needs to be completed? Is the city or MNDOT in charge of ordering the speed signs from the approved vendor list? Does the city or MNDOT install the speed signs? What other steps would the council or city would need to do or approve to install electronic speed signs?

Thanks,
Jerome Illg
City Administrator
City of Harmony

From: Tsang, David (DOT)
Sent: Friday, July 5, 2019 9:26 AM
To: Sandra Strozyk <sandy.strozyk@gmail.com>
Subject: RE: Electronic Speed Signs

Sandy, Thanks for letting me know. Below is the link to our approved product listing for the speed display signs.

<http://www.dot.state.mn.us/products/signing/dynamicspeeddisplaysigns.html>

You can click the links to each product to get an idea of costs.

Regarding the speed limit question, I have cc'd Adam Wellner (our District Traffic Engineer) who handles speed limit questions.

Normally, the process involves a city/town or governmental agency to request a study (same case – we don't take requests from an individual) where we take speed samples. The process is rather lengthy (can take months). We look at the road character, road environment, history of crashes, shoulder width, etc. Many times, the speed limit ends up increasing instead of decreasing – just so you are aware of the potential.

If this is something that the city agrees would need to happen, this should also be on the city's council agenda.

-David

From: Sandra Strozyk [<mailto:sandy.strozyk@gmail.com>]

Sent: Wednesday, July 3, 2019 8:36 AM

To: Tsang, David (DOT) <david.tsang@state.mn.us>

Subject: Re: Electronic Speed Signs

Good Morning:

I have spoken to the Mayor of our City, Steve Donney, he asked that I be put on the next council agenda to address this issue. Could you share the approved list of products so I have more detailed information for my presentation? He was curious as to the cost.

Also, on another note, at the North entrance to Harmony, the speed change occurs after several new business' and a daycare. So vehicles are still traveling at 55 miles per hour in front of our antique mall, car dealership, meat locker and our new daycare which serves 90 children. What is the process to request the change of speed to be before these business'? I am sure the sign is the same as it was for years before new the new business' were opened.

Thank you again for your assistance.

Sandy Strozyk

sandy.strozyk@gmail.com

135 Niagara Ct. NW

Harmony MN 55939

507-438-6110

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

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

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

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

Quote N° S03321

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

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

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

.....

Title: _____ Name (First, Last): _____

Check this box: ☐

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

"General Terms of Sales and Delivery - WARRANTY."

Signature: _____

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

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

CUSTOMER CONTACT INFO:

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

IN CASE DELIVERY ADDRESS IS DIFFERENT:

- Delivery address:

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

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

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

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

ELAN CITY
 10-34 44th Drive
 Long Island City, NY 11101
 United States

Phone. : (646) 878-6259

Fax. : (646) 770-3906

Email: sales@elancity.net

Description	Tax	Quantity	Unit Price	Disc.(%)	Price
..... • Batteries must not be present in the device or the device's packaging during the transportation • The device must be sent back in its original packaging. This includes properly packaging the device in the original foam and the original box. • Protective foam must protect all four corners of the device, in accordance to its original packaging when initially received. • The package must be sealed with security tape at both ends. • If the original packaging was not kept or was lost, a quote for replacement packaging will be sent to the client. • If the package is being shipped by pallet, the package must be put upright and film-wrapped before shipment. BATTERY WARRANTY Batteries are under warranty by Elan City Inc. for 6 months. The same conditions of "delivery of goods" and "retention of title" are true for the batteries as for the device. Replacement batteries must be purchased from Elan City Inc. Use of non Elan City Inc. batteries and / or accessories, can annul the warranty(s), including the device's warranty. (See clause "warranty disclaimer"). Battery wires cannot be sold separately and must be purchased as a battery pack. TERMS & CONDITIONS AND REIMBURSEMENT All sales are final: no returns , exchanges and / or reimbursements. Elan City Inc. is not liable and will not reimburse or exchange goods for the following reasons but not exclusive to these reasons: • Product's non-accordance with current and / or future local laws and / or regulations regarding the following but not exclusive to: radar speed sign specifications, road / zone placement, installation / mounting • Product's non-accordance with Department of Transportation's regulation or choice of approval / authorization. • Customer's dissatisfaction with product and / or customer service, company policies, etc. • Change of personnel (original buyer change of post or title). • Purchase made by unauthorized personnel. Warranty active upon delivery of goods.					

From: Jen <jen@ru2systems.com>
Sent: Wednesday, August 7, 2019 4:02 PM
To: cityoffice@harmony.mn.us
Subject: RU2 Systems Radar Speed Display Signs
Attachments: Harmony_MN-RU2 Fast 350-375 Sign.pdf; Harmony_MN-RU2 Fast 275 Sign.pdf; Harmony_MN-RU2 Fast 250 Sign.pdf

Good Afternoon Jerome - Thanks for your e-mail regarding our Radar Speed Display Signs Please find attached pricing for (3) of our pole mounted signs that may fit your needs. We manufacture two different size characters – 12" (models 250 & 275) and 18" (models 350/375). We recommend the larger display for high speed roads with a posted speed of 40-45+ or to make a big impact on a lower speed road. For community streets and school zones, the 12" displays work well.

Our pole mount signs can be A/C powered, and optional solar power kit is also available. The solar kit is complete and ready for mounting on a 4" pole (4 1/2" OD) and includes the battery, solar panel, mounting brackets and solar controller. For solar, be sure your installation site has full sun for most of the day and not shaded by trees and/or buildings for best operation.

The main difference between the 250 & 275 is the enclosure size. The 250 model can house a battery in the 8" deep display enclosure, while the 275 has a 4" deep enclosure and no general access to the inside components. The 275 also has the oversized "YOUR SPEED" sign included as standard equipment. We offer both as some folks just prefer one over the other. The 250 has less equipment to mount to the pole for a solar powered unit since the battery can fit inside the display, while others like to mount the battery box of the 275 model lower to the ground for easy access.

The RU2 Fast 350 becomes the 375 sign with the addition of the optional oversized surround YOUR SPEED sign. The surround sign is listed as an optional feature on your quote.

Don't hesitate to contact us if you have any questions for if you'd like to go over our variety of products to fit your specific needs. We appreciate your interest in RU2 Systems and hope you have a great afternoon!

Jenifer Goodyear
RU2 Systems, Inc.
480-982-2107 Ph
jen@ru2systems.com
www.ru2systems.com



***The Leader in Speed Display Technology
Made in the U.S.A.***

From: Jerome Illg <website@ru2systems.com>
Sent: Tuesday, August 6, 2019 9:17 AM
To: jen@ru2systems.com
Subject: Quote wanted from Jerome Illg

Your Name:

Jerome Illg

Phone:

(507) 886-8122

Email:

cityoffice@harmony.mn.us

What Are You Interested In:

Traffic Related Products

Category You're Interested In (Optional)

Pole Mount Signs

Any Particular Product? (Optional)

Single Display Fast-350

Any Notes:

Can I get a price for Fast 250, Fast 275, Fast 350, and Fast 375 speed signs with solar option including shipping?

City of Harmony
225 3rd Ave SW
P.O. Box 488
Harmony, MN 55939



RU2 Systems, Inc.

The Leader in Speed Display Technology

2631 N. Ogden Road, Mesa, AZ 85215 • P 480-982-2107 • F 480-982-5237

Proposal For:

City of Harmony
Jerome Illg
225 3rd Ave SW
Harmony, MN 55939
USA



Quote # RU2Q16905

Issue Date: 08/07/19

Quote Expires: 10/06/19

Fax:

Pages: 6

Phone: 507-886-8122 Ext:

Email: cityoffice@harmony.mn.us

Line	Qty	Description	Unit Price	Ext. Price
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1	1	The RU2 Fast 250 is a permanent or semi-permanent mounted radar speed sign featuring 12" full matrix characters. This unit is ideal for parking garages, apartment complexes, or small community streets where speeding is a problem. Some major advantages of using this unit in place of speed bumps is the elimination of liability caused by speed bumps due to damage to vehicles. Additionally, emergency vehicles are not slowed down on their way to a call. Includes pole mounting bracket.	\$2,495.00	\$2,495.00
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Standard package includes: 1) minimum show speed, 2) maximum show speed (blanking), 3) flashing digit violator alert, 4) automatic adjustment to ambient light, 5) single cycle 24 ON/OFF clock and, 6) RF key fob for remote set up.

Input: 100 - 277 VAC or solar option below.

2	1	Solar Power: 80 Watt for Fast-250 Includes 80 Watt solar panel, mount, solar charge controller and one (1) group 27 AGM battery.	\$810.00	\$810.00
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3	1	Crating & Shipping - (1) Solar/Battery powered unit via LTL Truck	\$360.00	\$360.00
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Please note LTL Shipment require a fork lift or loading dock at the delivery location to avoid extra freight fees. LTL shipping price does not include any special or extra delivery services, i.e. lift gate services, call notification, or limited access delivery. If additional delivery services are needed, please request an update shipping quote.

Line	Qty	Description	Unit Price	Ext. Price
4		SubTotal		\$3,665.00
5		<<< OPTIONS >>>		
6	0	<p>Violator Alert - Red & Blue LED Light Bars 12"</p> <p>The display is equipped with red and blue horizontal bars of high intensity LED which alternate as they pulse simulating a patrol cars light bar. This violator alert is particularly effective at night. The VA is activated by a vehicle exceeding a speed selected (in 1 MPH/KPH increments) by the operator. Once a reading from the radar registers above the selected speed, the violation lights are activated. The violator will see flashing red and blue lights on the display with no speed displayed. If the violator slows, the flashing lights will stop and their speed is displayed again. If slowing continues until a speed is reached that is less than the set point, the display will continue to show the speed being registered. If the violator maintains a speed higher than the setting for a time, the flashing lights will come back on. If the violator increases speed while above the violation setting the flashing lights will come back on immediately.</p>	\$249.00	\$0.00
7	0	<p>Violator Alert - Red LED "SLOW" Message - 12" Display</p> <p>The display is equipped with a flashing "SLOW" message made of high intensity red LED's . The VA is activated by a vehicle exceeding a speed selected (in 1 MPH/KPH increments) by the operator. Once a reading from the radar registers above the selected speed, the violation lights are activated. The violator will see the flashing "SLOW" message on the display with no speed displayed. If the violator slows, the flashing message will stop and their speed is displayed again. If slowing continues until a speed is reached that is less than the set-point, the display will continue to show the speed being registered. If the violator maintains a speed higher than the setting for a time, the flashing message will come back on. If the violator increases speed while above the violation setting the message will come back on immediately.</p>	\$249.00	\$0.00
8	0	<p>White LED Strobe Violator Alert (Flashes w/ Violation):</p> <p>On board 16 LED array module for long distance alert / photo radar simulation. Violator alert settable in 1 MPH increments by push button at power up.</p>	\$295.00	\$0.00
9	0	<p>Full face sign replacement for Fast-250, HIP grade, white unless otherwise requested..30" W x 28" H Also available in Warning yellow and Hazard orange at no additional cost.</p>	\$140.00	\$0.00
10	0	<p>Full face sign replacement for Fast-250, DG grade, flourescent yellow-green..30" W x 28" H</p>	\$180.00	\$0.00
11	0	<p>Data Acquisition Package:</p> <p>This data acquisition package utilizes the streaming data received from the radar gun so that the deployment of pneumatic tubing is not required. Proprietary algorithms filter and analyze the data stream, detecting discrete oncoming vehicles that pass the location and records their speed with time/date stamps. Please note that single gun methodologies are situationally sensitive but have proven to provide data as accurate as any pneumatic method. Single gun technology is perfectly suited for determining peak load times and violation concentrations giving law enforcement agencies sufficient data for resource deployment. Please note that some system configurations may require external containment at a small additional cost.</p>	\$395.00	\$0.00

Line	Qty	Description	Unit Price	Ext. Price
		<p>Data is saved on an SD memory card. 2GB provided (~44M+ vehicle capacity per GB) and can be downloaded to any computer with the provided SD/USB card reader. The data can then be analyzed by software capable of accepting a comma delimited ASCII text file, such as Microsoft® Excel or RU2's Traffic Count Software package, included. The Traffic Count package allows examination of data exceeding Excel's 65,536 limitation. Tabulated reports and charts include Survey Summary, Vehicle Count, Speed, and Time/date, 85th Percentile, 15 Minute, 1 Hour, Daily and Weekly analysis, etc.</p> <p>Included Reporting Capability:</p> <ul style="list-style-type: none"> a) Survey Summary <ul style="list-style-type: none"> a. Variable Display Scheme b. Total Surveyed c. Incremental Speed Grid (Speed, Volume, % of Survey) d. Speed Statistics Summary <ul style="list-style-type: none"> i. Posted Limit ii. At/Under Limit Qty. / % iii. Over Limit Qty. / % iv. Average Speed v. 85th Percentile vi. Maximum Speed e. 10 MPH Pace <ul style="list-style-type: none"> i. Pace Range ii. Number in Pace iii. % in Pace f. Number Exceeding Limit (+10, +20, +30..., Number & %) b) Vehicle Speeds Graph c) Daily Volume/Time Graph d) 85th Percentile Graph e) 15 Minute Breakdown <ul style="list-style-type: none"> a. AM/PM Analysis <ul style="list-style-type: none"> i. Total ii. Peak Hour iii. Peak Flow iv. Peak % of AM v. Peak % to 24 Hr f) Weekly Summary - 4 Week Limit g) Time vs. Speed <ul style="list-style-type: none"> a. Hourly numeric breakdown h) Comparative Survey Analysis <ul style="list-style-type: none"> a. Virtual Week b. Dynamic/Survey Week c. Comparative Surveys d. Selective Time View (Time Slice) i) Estimated Revenue Calculator <ul style="list-style-type: none"> a. Client defined fine schedule x Efficiency over Survey Results 		

Line	Qty	Description	Unit Price	Ext. Price
12	0	<p>Download data to a WiFi enabled device. Wi-Fi Enabled Data Download to a Wi-Fi Enabled Device:</p> <p>The Wireless SD Card includes a wireless LAN chip plus an antenna that makes it accessible to any WLAN-capable PC, smartphone or tablet over 400 feet away. Its internet pass-through feature allows you to access the card and the internet at the same time. Enhanced with Class 10 speed the Wireless SD Card enables fast data transfers for uploading data seconds. Offered in 16 GB capacity capable of storing millions of vehicle records</p> <p>No internet connection is required to access data.</p> <p>HIGHLIGHTS: Wireless data transfer function Class 10 minimum write speed of 10 MB/s 16GB Capacity SD Card</p> <p>FEATURES: Capacity 16GB Connector Pins 9 pins Interface Compliant standard SD Memory Card Standard Ver.4.00 Speed Class 10 Operating System (for config.) Windows XP/ Vista/7, MAC-PC, Android, iOS Browser Internet Explorer, Safari, etc. Wireless LAN Standard IEEE802.11 b/g/n Approx. Outdoor Range: 140 m (460 ft) Wireless LAN Security WEP, TKIP, AES (WPA, WPA2) WPA2 Default Applicable Data Formats All data formats Power Supply 2.7 - 3.6V Dimensions 32.0mm (L) x24.0mm (W) x2.1mm (T) Weight approx. 2 g Operating Temperature -25°C to +85°C (Recommended) Storage Temperature -40°C to +85°C (Recommended) Operational and Storage Humidity 95%RH (at 25°C, no condensation) Warranty 5-year warranty from the date of purchase</p>	\$125.00	\$0.00
13	0	<p>Solar Power: 65 Watt for Fast-250*</p> <p>Includes 65 Watt solar panel, mount, solar charge controller and one (1) group 24 AGM battery.</p> <p>*Requires additional freight.</p>	\$720.00	\$0.00
14	0	<p>Solar Power: 140 Watt for Fast-250*</p> <p>Includes 140 Watt solar panel, mount, solar charge controller and one (1) group 27 AGM battery.</p> <p>*Requires additional freight.</p>	\$1,020.00	\$0.00
15	0	<p>Dry Contacts for activation of external component (flasher, siren, horn, etc.):</p> <p>Set point for activation in 1 MPH increments, N/O or N/C - please specify.</p>	\$125.00	\$0.00

Line	Qty	Description	Unit Price	Ext. Price
16	0	8" School Flasher Kit (alum):* Includes two 8" diameter LED amber signal heads, over & under OR side by side fittings (please specify), & flasher module. * Requires additional freight	\$795.00	\$0.00
17	0	8" School Flasher Kit (poly):* Includes two 8" diameter LED amber signal heads, over & under OR side by side fittings (please specify), & flasher module. * Requires additional freight	\$695.00	\$0.00
18	0	The NTC-17E Series Time Clocks (a.k.a. time switches) are available with one, two, or four separately programmable relay outputs and can have up to 36 scheduled exceptions. The NTC-17E time clocks are available in AC, DC (solar) or the combination of both in one clock..	\$495.00	\$0.00

APPLICATIONS

- * School Zone Crossing Signals
- * Park Lighting
- * Intercom Synchronization
- * School Bells/Master Clock
- * Employee Shift Break Bells
- * Changeable Message Signs
- * Time Locks: gate & door locks
- * Dial Selection on fixed Time Intersection Controllers

STANDARD FEATURES on all NTC-17E series clocks

- * Minimum 7 Day Capacitive Backup
- * Non-Volatile Memory
- * Momentary Outputs
- * 2 Relay Outputs; 1 or 4 available
- * 37 Programs
- * 250 Program Steps
- * 36 Alternate Programs
- * 36 Exceptions
- * Automatically Adjusts to Daylight Savings Time
- * Unit to Unit Data Transfer
- * Programmable from Computer with DL Pro Software

19	0	ELTEC's DLPRO 17E software is used to program function(s) from a computer which can be entered via the keypad on all NTC-17E series time clocks. It runs on Windows 2000, XP or Vista operating systems. The DLPRO 17E software enables the user to perform the following functions:	\$50.00	\$0.00
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DLPRO Software FEATURES

Develop an annual program including exceptions & transfer it directly to the clock
Print annual program for hard copy record restoration in the event of a computer failure
Save back-up programs for restoration in the event of a computer failure
Sort steps by starting time
Sort exceptions by starting date
Disable/enable Daylight Savings Time

Line	Qty	Description	Unit Price	Ext. Price
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Copy one annual program to another annual program for easy editing

SubTotal	\$3,665.00
Shipping	\$0.00
Sales Tax	\$0.00
Total	\$3,665.00

WARRANTY: RU2 warrants their LED Displays for Five (5) Years excepting batteries (2 yr.). The radar device is warranted for Five (5) years. On-site labor is not included. However, parts are repaired within five business days of receipt, and include ground-shipping expenses. Warranty does not include physical damage from misuse or vandalism.

- A. Shipping, crating and applicable sales tax are not included in the above pricing unless specifically listed.
- B. Shipping quotes do not include liftgate or any additional services that may be required at destination.
- C. Sign to be shipped approx. 30 days after receipt of purchase order.
- D. Prepaid or Terms: 2% 10, Net 30 on approved credit



Sustaining
Member



www.ru2systems.com

FEIN: 80-0017092



RU2 Systems, Inc.

The Leader in Speed Display Technology

2631 N. Ogden Road, Mesa, AZ 85215 • P 480-982-2107 • F 480-982-5237

Proposal For:

City of Harmony
Jerome Illg
225 3rd Ave SW
Harmony, MN 55939
USA



Quote # RU2Q16906

Issue Date: 08/07/19

Quote Expires: 10/06/19

Fax:

Pages: 5

Phone: 507-886-8122 Ext:

Email: cityoffice@harmony.mn.us

Line	Qty	Description	Unit Price	Ext. Price
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1	1	The RU2 Fast 275 is a permanent or semi-permanent mounted radar speed sign featuring 12" full matrix characters. This unit is ideal for school zones or small community streets where speeding is a problem. Some major advantages of using this unit in place of speed bumps is the elimination of liability caused by speed bumps due to damage to vehicles. Additionally, emergency vehicles are not slowed down on their way to a call. MUTCD conforming sign surround measures 26" x 32". Includes pole mounting brackets.	\$2,595.00	\$2,595.00
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Standard package includes: 1) minimum show speed, 2) maximum show speed (blanking), 3) flashing digit violator alert, 4) automatic adjustment to ambient light 5) single cycle 24 ON/OFF clock and, 6) RF fob for remote parameter set up.

Reflective signage supplied in white unless otherwise specified. Available in Safety Yellow or Hazard Orange at no additional cost. Small upcharge for Fluorescent "School Zone" Yellow-Green.

Input: 100 - 277 VAC or solar option below.

2	1	Solar Power: 80 Watt for Fast-275/350/360/375 Includes 80 Watt solar panel, panel mount, one (1) group 27 AGM battery, solar charge controller and, battery containment with mounting hardware.	\$1,300.00	\$1,300.00
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3	1	Crating & Shipping - (1) Solar/Battery powered unit via LTL Truck	\$380.00	\$380.00
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Please note LTL Shipment require a fork lift or loading dock at the delivery location to avoid extra freight fees. LTL shipping price does not include any special or extra delivery services, i.e. lift gate services, call notification, or limited access delivery. If additional delivery services are needed, please request an update shipping quote.

Line	Qty	Description	Unit Price	Ext. Price
4		SubTotal		\$4,275.00
5		<<< OPTIONS >>>		
6	0	<p>Violator Alert - Red & Blue LED Light Bars 12"</p> <p>The display is equipped with red and blue horizontal bars of high intensity LED which alternate as they pulse simulating a patrol cars light bar. This violator alert is particularly effective at night. The VA is activated by a vehicle exceeding a speed selected (in 1 MPH/KPH increments) by the operator. Once a reading from the radar registers above the selected speed, the violation lights are activated. The violator will see flashing red and blue lights on the display with no speed displayed. If the violator slows, the flashing lights will stop and their speed is displayed again. If slowing continues until a speed is reached that is less than the set point, the display will continue to show the speed being registered. If the violator maintains a speed higher than the setting for a time, the flashing lights will come back on. If the violator increases speed while above the violation setting the flashing lights will come back on immediately.</p>	\$249.00	\$0.00
7	0	<p>Violator Alert - Red LED "SLOW" Message - 12" Display</p> <p>The display is equipped with a flashing "SLOW" message made of high intensity red LED's . The VA is activated by a vehicle exceeding a speed selected (in 1 MPH/KPH increments) by the operator. Once a reading from the radar registers above the selected speed, the violation lights are activated. The violator will see the flashing "SLOW" message on the display with no speed displayed. If the violator slows, the flashing message will stop and their speed is displayed again. If slowing continues until a speed is reached that is less than the set-point, the display will continue to show the speed being registered. If the violator maintains a speed higher than the setting for a time, the flashing message will come back on. If the violator increases speed while above the violation setting the message will come back on immediately.</p>	\$249.00	\$0.00
8	0	<p>White LED Strobe Violator Alert (Flashes w/ Violation):</p> <p>On board 16 LED array module for long distance alert / photo radar simulation. Violator alert settable in 1 MPH increments by push button at power up.</p>	\$295.00	\$0.00
9	0	<p>Data Acquisition Package:</p> <p>This data acquisition package utilizes the streaming data received from the radar gun so that the deployment of pneumatic tubing is not required. Proprietary algorithms filter and analyze the data stream, detecting discrete oncoming vehicles that pass the location and records their speed with time/date stamps. Please note that single gun methodologies are situationally sensitive but have proven to provide data as accurate as any pneumatic method. Single gun technology is perfectly suited for determining peak load times and violation concentrations giving law enforcement agencies sufficient data for resource deployment. Please note that some system configurations may require external containment at a small additional cost.</p> <p>Data is saved on an SD memory card. 2GB provided (~44M+ vehicle capacity per GB) and can be downloaded to any computer with the provided SD/USB card reader. The data can then be analyzed by software capable of accepting a comma delimited ASCII text file, such as Microsoft® Excel or RU2's Traffic Count Software package, included. The Traffic Count package allows examination of data exceeding Excel's 65,536 limitation. Tabulated reports and</p>	\$395.00	\$0.00

Line	Qty	Description	Unit Price	Ext. Price
		charts include Survey Summary, Vehicle Count, Speed, and Time/date, 85th Percentile, 15 Minute, 1 Hour, Daily and Weekly analysis, etc.		
		Included Reporting Capability:		
		a) Survey Summary		
		a. Variable Display Scheme		
		b. Total Surveyed		
		c. Incremental Speed Grid (Speed, Volume, % of Survey)		
		d. Speed Statistics Summary		
		i. Posted Limit		
		ii. At/Under Limit Qty. / %		
		iii. Over Limit Qty. / %		
		iv. Average Speed		
		v. 85th Percentile		
		vi. Maximum Speed		
		e. 10 MPH Pace		
		i. Pace Range		
		ii. Number in Pace		
		iii. % in Pace		
		f. Number Exceeding Limit (+10. +20, +30..., Number & %)		
		b) Vehicle Speeds Graph		
		c) Daily Volume/Time Graph		
		d) 85th Percentile Graph		
		e) 15 Minute Breakdown		
		a. AM/PM Analysis		
		i. Total		
		ii. Peak Hour		
		iii. Peak Flow		
		iv. Peak % of AM		
		v. Peak % to 24 Hr		
		f) Weekly Summary - 4 Week Limit		
		g) Time vs. Speed		
		a. Hourly numeric breakdown		
		h) Comparative Survey Analysis		
		a. Virtual Week		
		b. Dynamic/Survey Week		
		c. Comparative Surveys		
		d. Selective Time View (Time Slice)		
		i) Estimated Revenue Calculator		
		a. Client defined fine schedule x Efficiency over Survey Results		
10	0	Download data to a WiFi enabled device.	\$125.00	\$0.00
11	0	Solar Power: 65 Watt for Fast-275/350/360/375* Includes 65 Watt solar panel, panel mount, one (1) group 24 AGM battery, solar charge controller and, battery containment with mounting hardware. *Requires additional freight.	\$1,210.00	\$0.00

Line	Qty	Description	Unit Price	Ext. Price
12	0	Solar Power: 140 Watt for Fast-275/350/360/375* Includes 140 Watt solar panel, panel mount, one (1) group 27 AGM battery, solar charge controller and, battery containment with mounting hardware. *Requires additional freight.	\$1,510.00	\$0.00
13	0	Pelco 4-1/2" Pole Installation Kit* Includes 14', 4-1/2" dia. aluminum pole, base, collar, cap and break-away bolt set for pad installation. *Requires additional freight.	\$649.00	\$0.00
14	0	8" School Flasher Kit (alum):* Includes two 8" diameter LED amber signal heads, over & under OR side by side fittings (please specify), & flasher module. * Requires additional freight	\$795.00	\$0.00
15	0	8" School Flasher Kit (poly):* Includes two 8" diameter LED amber signal heads, over & under OR side by side fittings (please specify), & flasher module. * Requires additional freight	\$695.00	\$0.00
16	0	The NTC-17E Series Time Clocks (a.k.a. time switches) are available with one, two, or four separately programmable relay outputs and can have up to 36 scheduled exceptions. The NTC-17E time clocks are available in AC, DC (solar) or the combination of both in one clock..	\$495.00	\$0.00

APPLICATIONS

- * School Zone Crossing Signals
- * Park Lighting
- * Intercom Synchronization
- * School Bells/Master Clock
- * Employee Shift Break Bells
- * Changeable Message Signs
- * Time Locks: gate & door locks
- * Dial Selection on fixed Time Intersection Controllers

STANDARD FEATURES on all NTC-17E series clocks

- * Minimum 7 Day Capacitive Backup
- * Non-Volatile Memory
- * Momentary Outputs
- * 2 Relay Outputs; 1 or 4 available
- * 37 Programs
- * 250 Program Steps
- * 36 Alternate Programs
- * 36 Exceptions
- * Automatically Adjusts to Daylight Savings Time
- * Unit to Unit Data Transfer
- * Programmable from Computer with DL Pro Software

Line	Qty	Description	Unit Price	Ext. Price
17	0	ELTEC's DLPRO 17E software is used to program function(s) from a computer which can be entered via the keypad on all NTC-17E series time clocks. It runs on Windows 2000, XP or Vista operating systems. The DLPRO 17E software enables the user to perform the following functions: DLPRO Software FEATURES Develop an annual program including exceptions & transfer it directly to the clock Print annual program for hard copy record restoration in the event of a computer failure Save back-up programs for restoration in the event of a computer failure Sort steps by starting time Sort exceptions by starting date Disable/enable Daylight Savings Time Copy one annual program to another annual program for easy editing	\$50.00	\$0.00
18	0	Dry Contacts for activation of external component (flasher, siren, horn, etc.): Set point for activation in 1 MPH increments, N/O or N/C - please specify.	\$125.00	\$0.00
19	0	Hitch mount for RU2 Fast 250/275* * Requires additional freight	\$350.00	\$0.00

SubTotal	\$4,275.00
Shipping	\$0.00
Sales Tax	\$0.00
Total	\$4,275.00

WARRANTY: RU2 warrants their LED Displays for Five (5) Years excepting batteries (2 yr.). The radar device is warranted for Five (5) years. On-site labor is not included. However, parts are repaired within five business days of receipt, and include ground-shipping expenses. Warranty does not include physical damage from misuse or vandalism.

- A. Shipping, crating and applicable sales tax are not included in the above pricing unless specifically listed.
B. Shipping quotes do not include liftgate or any additional services that may be required at destination.
C. Sign to be shipped approx. 30 days after receipt of purchase order.
D. Prepaid or Terms: 2% 10, Net 30 on approved credit



www.ru2systems.com



Sustaining
Member

FEIN: 80-0017092



RU2 Systems, Inc.

The Leader in Speed Display Technology

2631 N. Ogden Road, Mesa, AZ 85215 • P 480-982-2107 • F 480-982-5237

Proposal For:

City of Harmony
Jerome Illg
225 3rd Ave SW
Harmony, MN 55939
USA



Quote # RU2Q16907

Issue Date: 08/07/19

Quote Expires: 10/06/19

Fax:

Pages: 6

Phone: 507-886-8122 Ext:

Email: cityoffice@harmony.mn.us

Line	Qty	Description	Unit Price	Ext. Price
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1	1	The RU2 Fast 350 is a permanent or semi-permanent mounted radar speed sign featuring two 18" full matrix characters. This unit is ideal for primary and larger secondary streets, and any longer line-of-sight venue where speeding is a problem. Among major advantages of using this unit in place of speed bumps is the elimination of liability caused by speed bumps due to damage to vehicles. Additionally, emergency vehicles are not slowed down on their way to a call.	\$3,049.00	\$3,049.00
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Standard package includes: 1) minimum show speed, 2) maximum show speed (blanking), 3) flashing digit violator alert, 4) automatic adjustment to ambient light 5) single cycle 24 ON/OFF clock and, 6) RF fob for remote parameter set up.

Reflective signage supplied in white unless otherwise specified. Available in Safety Yellow or Hazard Orange at no additional cost, Fluorescent "School Zone" Yellow for a small upcharge,

Input: 100 - 277 VAC or solar option below.

2	1	Solar Power: 80 Watt for Fast-275/350/360/375 Includes 80 Watt solar panel, panel mount, one (1) group 27 AGM battery, solar charge controller and, battery containment with mounting hardware.	\$1,300.00	\$1,300.00
3	1	Crating & Shipping - (1) Solar/Battery powered unit via LTL Truck	\$395.00	\$395.00

Please note LTL Shipment require a fork lift or loading dock at the delivery location to avoid extra freight fees. LTL shipping price does not include any special or extra delivery services, i.e. lift gate services, call notification, or limited access delivery. If additional delivery services are needed, please request an update shipping quote.

Line	Qty	Description	Unit Price	Ext. Price
4		SubTotal		\$4,744.00
5		<<< OPTIONS >>>		
6	0	Add the surround YOUR SPEED sign, now the model RU2 Fast 375. MUTCD conforming sign surround measures 41" x 54". Includes pole mounting brackets. * *Requires additional freight.	\$549.00	\$0.00
7	0	Violator Alert - Red & Blue LED Light Bars 18" The fancy phrase for this is "Trompe l'oeil", literally translates from French to mean "fools the eye." Equip your display with these Red and Blue horizontal bars of high intensity LED's which alternate as they pulse and the "Fools" will Slow Down! Especially effective at dawn and dusk! The Violator Alert is activated by a vehicle exceeding a speed selected (in 1 MPH/KPH increments) by the operator. Once a reading from the radar registers above the selected speed, the violation lights are activated. The violator will see the flashing Red/Blue light bar simulation (simultaneous speed display is user settable option). If the violator slows, the flashing message will stop and their speed is displayed again. If slowing continues until a speed is reached that is less than the set-point, the display will continue to show the speed being registered. If the violator maintains a speed higher than the setting for a time, the flashing message will come back on. If the violator increases speed while above the violation setting the message will come back on immediately. To accommodate local practices we can supply Red/Red and Blue/Blue versions as a special order.	\$349.00	\$0.00
8	0	Violator Alert - Red LED "SLOW DOWN" 18" Make sure you're intent is clear by equipping your display with a flashing "SLOW DOWN" message made of high intensity red LED's. The Violator Alert is activated by a vehicle exceeding a speed selected (in 1 MPH/KPH increments) by the operator. Once a reading from the radar registers above the selected speed, the violation lights are activated. The violator will see the flashing "SLOW DOWN" message on the display with no speed displayed (simultaneous speed display is user settable option). If the violator slows, the flashing message will stop and their speed is displayed again. If slowing continues until a speed is reached that is less than the set-point, the display will continue to show the speed being registered. If the violator maintains a speed higher than the setting for a time, the flashing message will come back on. If the violator increases speed while above the violation setting the message will come back on immediately.	\$349.00	\$0.00

Line	Qty	Description	Unit Price	Ext. Price
9	0	White LED Strobe Violator Alert (Flashes w/ Violation): On board 16 LED array module for long distance alert / photo radar simulation. Violator alert settable in 1 MPH increments by push button at power up.	\$295.00	\$0.00
10	0	Data Acquisition Package: This data acquisition package utilizes the streaming data received from the radar gun so that the deployment of pneumatic tubing is not required. Proprietary algorithms filter and analyze the data stream, detecting discrete oncoming vehicles that pass the location and records their speed with time/date stamps. Please note that single gun methodologies are situationally sensitive but have proven to provide data as accurate as any pneumatic method. Single gun technology is perfectly suited for determining peak load times and violation concentrations giving law enforcement agencies sufficient data for resource deployment. Please note that some system configurations may require external containment at a small additional cost.	\$395.00	\$0.00

Data is saved on an SD memory card. 2GB provided (~44M+ vehicle capacity per GB) and can be downloaded to any computer with the provided SD/USB card reader. The data can then be analyzed by software capable of accepting a comma delimited ASCII text file, such as Microsoft® Excel or RU2's Traffic Count Software package, included. The Traffic Count package allows examination of data exceeding Excel's 65,536 limitation. Tabulated reports and charts include Survey Summary, Vehicle Count, Speed, and Time/date, 85th Percentile, 15 Minute, 1 Hour, Daily and Weekly analysis, etc.

Included Reporting Capability:

- a) Survey Summary
 - a. Variable Display Scheme
 - b. Total Surveyed
 - c. Incremental Speed Grid (Speed, Volume, % of Survey)
 - d. Speed Statistics Summary
 - i. Posted Limit
 - ii. At/Under Limit Qty. / %
 - iii. Over Limit Qty. / %
 - iv. Average Speed
 - v. 85th Percentile
 - vi. Maximum Speed
 - e. 10 MPH Pace
 - i. Pace Range
 - ii. Number in Pace
 - iii. % in Pace
 - f. Number Exceeding Limit (+10. +20, +30..., Number & %)
- b) Vehicle Speeds Graph
- c) Daily Volume/Time Graph
- d) 85th Percentile Graph
- e) 15 Minute Breakdown
 - a. AM/PM Analysis
 - i. Total
 - ii. Peak Hour
 - iii. Peak Flow
 - iv. Peak % of AM
 - v. Peak % to 24 Hr
- f) Weekly Summary - 4 Week Limit
- g) Time vs. Speed
 - a. Hourly numeric breakdown
- h) Comparative Survey Analysis

Line	Qty	Description	Unit Price	Ext. Price
		<ul style="list-style-type: none"> a. Virtual Week b. Dynamic/Survey Week c. Comparative Surveys d. Selective Time View (Time Slice) 		
		i) Estimated Revenue Calculator		
		<ul style="list-style-type: none"> a. Client defined fine schedule x Efficiency over Survey Results 		
11	0	<p>Download data to a WiFi enabled device.</p> <p>Wi-Fi Enabled Data Download to a Wi-Fi Enabled Device:</p> <p>The Wireless SD Card includes a wireless LAN chip plus an antenna that makes it accessible to any WLAN-capable PC, smartphone or tablet over 400 feet away. Its internet pass-through feature allows you to access the card and the internet at the same time. Enhanced with Class 10 speed the Wireless SD Card enables fast data transfers for uploading data seconds. Offered in 16 GB capacity capable of storing millions of vehicle records</p> <p>No internet connection is required to access data.</p> <p>HIGHLIGHTS:</p> <p>Wireless data transfer function Class 10 minimum write speed of 10 MB/s 16GB Capacity SD Card</p> <p>FEATURES:</p> <p>Capacity 16GB Connector Pins 9 pins Interface Compliant standard SD Memory Card Standard Ver.4.00 Speed Class 10 Operating System (for config.) Windows XP/ Vista/7, MAC-PC, Android, iOS Browser Internet Explorer, Safari, etc. Wireless LAN Standard IEEE802.11 b/g/n Approx. Outdoor Range: 140 m (460 ft) Wireless LAN Security WEP, TKIP, AES (WPA, WPA2) WPA2 Default Applicable Data Formats All data formats Power Supply 2.7 - 3.6V Dimensions 32.0mm (L) x24.0mm (W) x2.1mm (T) Weight approx. 2 g Operating Temperature -25°C to +85°C (Recommended) Storage Temperature -40°C to +85°C (Recommended) Operational and Storage Humidity 95%RH (at 25°C, no condensation) Warranty 5-year warranty from the date of purchase</p>	\$125.00	\$0.00
12	0	<p>Solar Power: 65 Watt for Fast-275/350/360/375*</p> <p>Includes 65 Watt solar panel, panel mount, one (1) group 24 AGM battery, solar charge controller and, battery containment with mounting hardware.</p> <p>*Requires additional freight.</p>	\$1,210.00	\$0.00

Line	Qty	Description	Unit Price	Ext. Price
13	0	Solar Power: 140 Watt for Fast-275/350/360/375* Includes 140 Watt solar panel, panel mount, one (1) group 27 AGM battery, solar charge controller and, battery containment with mounting hardware. *Requires additional freight.	\$1,510.00	\$0.00
14	0	Pelco 4-1/2" Pole Installation Kit* Includes 14', 4-1/2" dia. aluminum pole, base, collar, cap and break-away bolt set for pad installation. *Requires additional freight.	\$649.00	\$0.00
15	0	Dry Contacts for activation of external component (flasher, siren, horn, etc.): Set point for activation in 1 MPH increments, N/O or N/C - please specify.	\$125.00	\$0.00
16	0	12" School Flasher Kit (alum):* Includes two 12" diameter LED amber signal heads, over & under OR side by side fittings (please specify), & flasher module. * Requires additional freight	\$895.00	\$0.00
17	0	12" School Flasher Kit (poly):* Includes two 12" diameter LED amber signal heads, over & under OR side by side fittings (please specify), & flasher module. * Requires additional freight	\$795.00	\$0.00
18	0	The NTC-17E Series Time Clocks (a.k.a. time switches) are available with one, two, or four separately programmable relay outputs and can have up to 36 scheduled exceptions. The NTC-17E time clocks are available in AC, DC (solar) or the combination of both in one clock..	\$495.00	\$0.00

APPLICATIONS

- * School Zone Crossing Signals
- * Park Lighting
- * Intercom Synchronization
- * School Bells/Master Clock
- * Employee Shift Break Bells
- * Changeable Message Signs
- * Time Locks: gate & door locks
- * Dial Selection on fixed Time Intersection Controllers

STANDARD FEATURES on all NTC-17E series clocks

- * Minimum 7 Day Capacitive Backup
- * Non-Volatile Memory
- * Momentary Outputs
- * 2 Relay Outputs; 1 or 4 available
- * 37 Programs
- * 250 Program Steps
- * 36 Alternate Programs
- * 36 Exceptions
- * Automatically Adjusts to Daylight Savings Time
- * Unit to Unit Data Transfer
- * Programmable from Computer with DL Pro Software

Line	Qty	Description	Unit Price	Ext. Price
19	0	ELTEC's DLPRO 17E software is used to program function(s) from a computer which can be entered via the keypad on all NTC-17E series time clocks. It runs on Windows 2000, XP or Vista operating systems. The DLPRO 17E software enables the user to perform the following functions:	\$50.00	\$0.00

DLPRO Software FEATURES

Develop an annual program including exceptions & transfer it directly to the clock

Print annual program for hard copy record restoration in the event of a computer failure

Save back-up programs for restoration in the event of a computer failure

Sort steps by starting time

Sort exceptions by starting date

Disable/enable Daylight Savings Time

Copy one annual program to another annual program for easy editing

SubTotal	\$4,744.00
Shipping	\$0.00
Sales Tax	\$0.00
Total	\$4,744.00

WARRANTY: RU2 warrants their LED Displays for Five (5) Years excepting batteries (2 yr.). The radar device is warranted for Five (5) years. On-site labor is not included. However, parts are repaired within five business days of receipt, and include ground-shipping expenses. Warranty does not include physical damage from misuse or vandalism.

- A. Shipping, crating and applicable sales tax are not included in the above pricing unless specifically listed.
- B. Shipping quotes do not include liftgate or any additional services that may be required at destination.
- C. Sign to be shipped approx. 30 days after receipt of purchase order.
- D. Prepaid or Terms: 2% 10, Net 30 on approved credit



www.ru2systems.com



Sustaining
Member

FEIN: 80-0017092

MINUTES
HARMONY PLANNING & ZONING COMMISSION
Special Meeting

July 30, 2019
7:00 P.M.

Council Room
Community Center

The regular meeting was called to order by Deb Swenson at 7:00 p.m.

Present: Deb Swenson, Lynn Mensink, Miles Petree, Jim Strozyk

Absent: Eric Olson

Also attending: Jerome Illg, Greg Schieber, Greg Schieber

Harmony Gardens and Floral (625 Main Ave N)

Andrew and Lisa Kingsley applied for a variance to construct a new greenhouse closer to the rear and side yard setback than is allowed on an industrial zoned lot. They are seeking a rear yard setback of 5 feet instead of the 30 feet that is required. They are seeking a side yard setback of 5 feet instead of the 20 feet that is required. As part of the variance approval process, the zoning board reviewed the criteria. Members felt that it was a reasonable request, since the proposed structure was of similar use. There were already 2 greenhouses on the property. The additional greenhouse would not encroach any further on the side yard (north side) than an already existing storage structure. There are circumstances that are unique to property that prevent the construction of buildings on the south side of the property due to a large drainage way from the highway and adjacent area. It was also mentioned, if the new greenhouse was constructed in another buildable area on the property, it would cause parking and visibility constraints for a major highway, and still necessitate a variance as well. The essential character of the new greenhouse will blend with the existing greenhouses, as well as the nature of the business (gardens and floral) and those in the adjacent area. Administrator Illg mentioned that the property is zoned industrial but the current use of the property is commercial, and has been for quite some time. The side yard setbacks for commercial zoned lots is zero, thus the current use would not violate the ordinance if it was zoned commercial. The new greenhouse would allow ample boulevard spacing for snow removal, street maintenance, and public safety functions.

Motion by Swenson, seconded by Mensink to recommend to the city council the approval of the variance request for Harmony Gardens and Floral for side and rear yard setback as presented. Motion carried.

There being no further business the meeting was adjourned by Olson, seconded by Mensink at 7:30 p.m.

Lynn Mensink, Zoning Board Member

A T T E S T

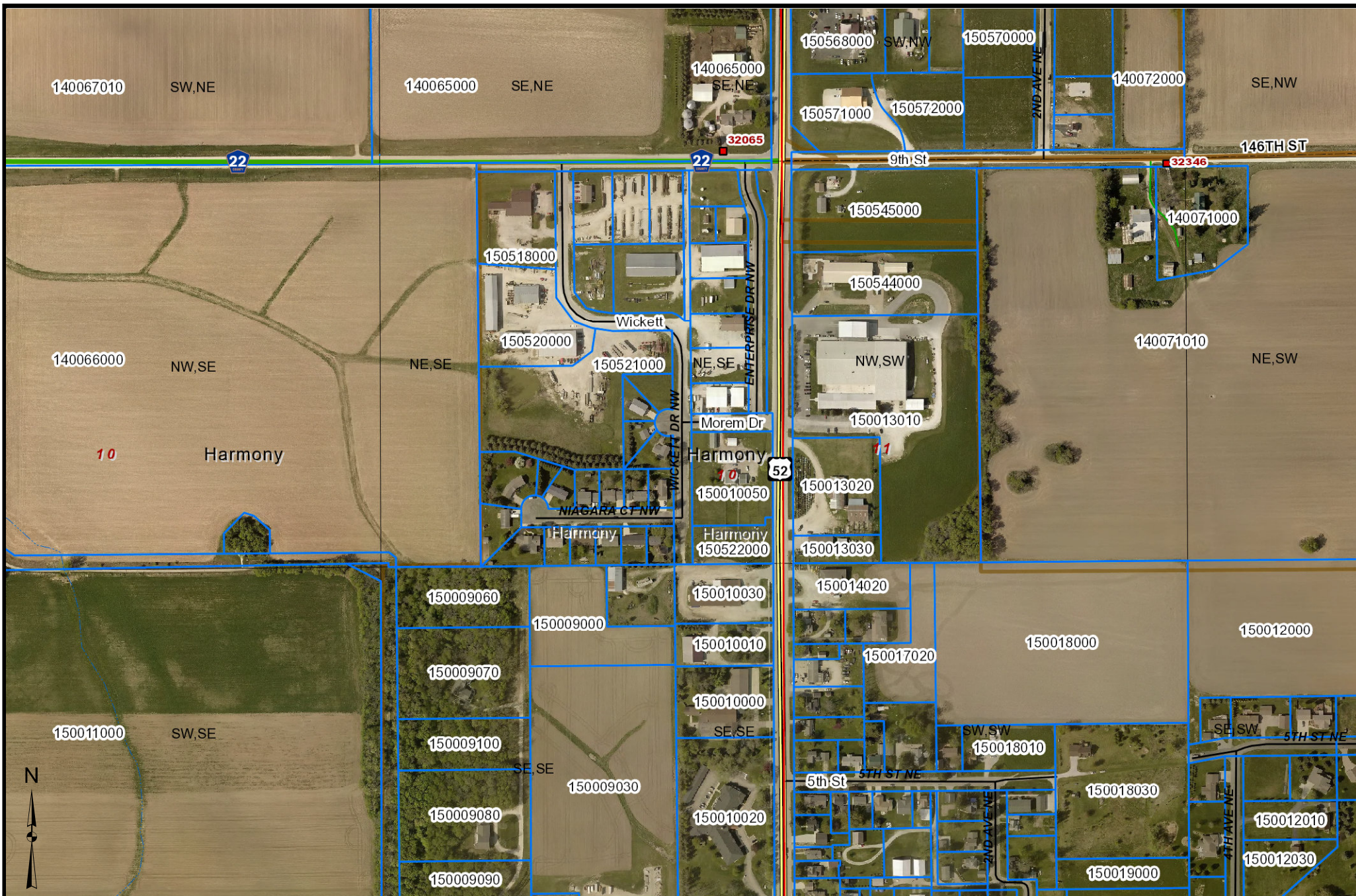
Jerome Illg, Zoning Administrator

**CITY OF HARMONY
PUBLIC HEARING NOTICE**

Proposed Variance

Notice is hereby given that a public hearing will be held by the Harmony Planning & Zoning Commission for the purpose of considering a request from the Harmony Gardens and Floral for a side and rear yard setback variance at 625 Main Ave N, City of Harmony, Fillmore County, Minnesota. The hearing will be held at 7:00 p.m., Tuesday, July 30, 2019 in the Council Room of the Community Center. Further information is available at the city offices during normal business hours. The public is invited to comment during the hearing or provide written comments prior to the hearing.

Jerome Illg
City Administrator



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Date: 7/10/2019

Harmony Gardens & Floral Variance

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features



CITY OF HARMONY APPLICATION FOR ZONING VARIANCE Fee: \$150.00	DATE: <u>7/8/19</u> PARCEL ID: <u>R15.0010.050</u> PROPERTY ADDRESS: <u>Harmony Gardens + Floral</u> <u>625 Main Ave. N</u> <u>Harmony, MN 55939</u>
APPLICANT NAME: <u>Andrew + Lisa Kingsley</u>	
APPLICANT ADDRESS: <u>17555 305th Ave. Harmony, MN 55939</u>	
HOME PHONE: <u>612-599-3225</u> CELL: <u>612-599-3225</u> EMAIL: <u>lmk.kingsley41@gmail.com</u>	
BACKGROUND: Please answer the following questions for variance consideration. Additional sheets may be attached if necessary. Please contact the City Office if you have questions about this form.	
Describe the existing use or configuration of the property. <u>The property is currently being used as a flower/gift shop,</u> <u>retail/greenhouse sales, + produce/perennial gardens. The flower/gift shop is</u> <u>its own building complex. There are two greenhouses connected by a third</u> <u>greenhouse structure used for growing + retail. There is also a shed for storage.</u>	
Describe the changes you propose for the property. <u>We need to add another greenhouse. It would be built</u> <u>within property lines, but would have to infringe on current</u> <u>setback limits.</u>	
Describe how the changes you propose are not allowed by the current zoning ordinance. <u>There is not room within the current legal setbacks</u> <u>from Right of Ways to fit the proposed 34'x48' structure.</u>	
Identify or describe the ordinance from which the variance is sought (list specific ordinance numbers if known): <u>W</u> <u>The "Rear" of property currently requires a 30' setback, while the "Side"</u> <u>requires a 20' setback from the property line. This doesn't leave</u> <u>enough room to reasonably place structure, given the lay of</u> <u>land + pre-existing structures.</u>	
PRACTICAL DIFFICULTIES: The reviewing board must make an affirmative finding on all five criteria listed below in order to grant a variance. The applicant has the burden of proof to show that all of the criteria listed below have been satisfied. No permitted or nonconforming use of neighboring lands, structures, or buildings in the same locale may be considered grounds for the issuance of a variance.	
1. Describe the practical difficulties you are facing that would prevent your project from being accomplished within the parameters of the City Ordinances. <u>The lay of land along with drainage issues from adjacent properties</u> <u>limits potential sites that would be reasonable/useable. Except for the</u> <u>proposed site, the other useable locations would impose on the business'</u> <u>frontage + further limit parking, forcing customers to park on adjacent</u> <u>streets/Hwy 52 in larger numbers during busy times. This poses a</u> <u>greater public safety hazard in proportion to its frequency.</u>	

2. Describe any unique characteristics of the property that would necessitate a variance?

The Southern portion of property receives huge amounts of runoff from neighboring property to South + Hwy. 52 to the East. Without massive drainage intervention, any construction would be problematic. The sloping lay of land on remainder of useable property would pose many practical problems to construction.

3. Show that you are not the cause of the circumstances which have resulted in your practical difficulty.

In other words, you must demonstrate that someone or something else created the difficulty that prevents your reasonable use of the property. (For example, if you build at the minimum setback from the lot line, you cannot expect to later get a variance which allows you to build an addition to the structure closer to the lot line; or if you buy a lot which is too small for required setbacks, you cannot expect to then get a variance to build a structure that may be too large for that lot).

We cannot control how neighboring properties choose to control/ignore runoff issues. We also cannot control (reasonably) the lay of the land or where pre-existing buildings were constructed. We have already utilized suitable land within setbacks and between pre-existing structures as optimally as possible.

4. Describe how the variance, if granted, would NOT alter the essential character of the locality?

Will the proposed structure be out of scale, out of place, or otherwise inconsistent with the surrounding area?

In addition to other permanent structures, we currently have approx. 6,000 ft.² of greenhouse space. The proposed greenhouse would only be adding 1632 ft.² (+27%) to that number. Also, the proposed location would NOT be any closer to property line/road than a currently existing shed that pre-dates our ownership + current setbacks.

5. Economic considerations alone cannot provide the foundation for granting a variance.

Describe how the variance would benefit you in more than an economic way.

Proximity of greenhouse spaces to each other is vital to efficiency + practical convenience. It would also allow us to convert all existing greenhouse space to retail for increased comfort, selection, + experience to our customers providing benefit to the overall business + hence, community.

Include the following attachments

1. Legal description of property
2. Survey, site plan, or if neither of those are available, a hand drawing depicting the property lines, structures, and changes that necessitate a variance.

Include any additional comments you think will be helpful in reviewing your application:

The business has grown more than we would have thought possible to predict. This is a good problem, but growth does create "bottlenecks" that restrict efficiency + potential to continue growth. This project would alleviate many of those issues + streamline operations.

Applicant Signature:

Chen Kingley

Date:

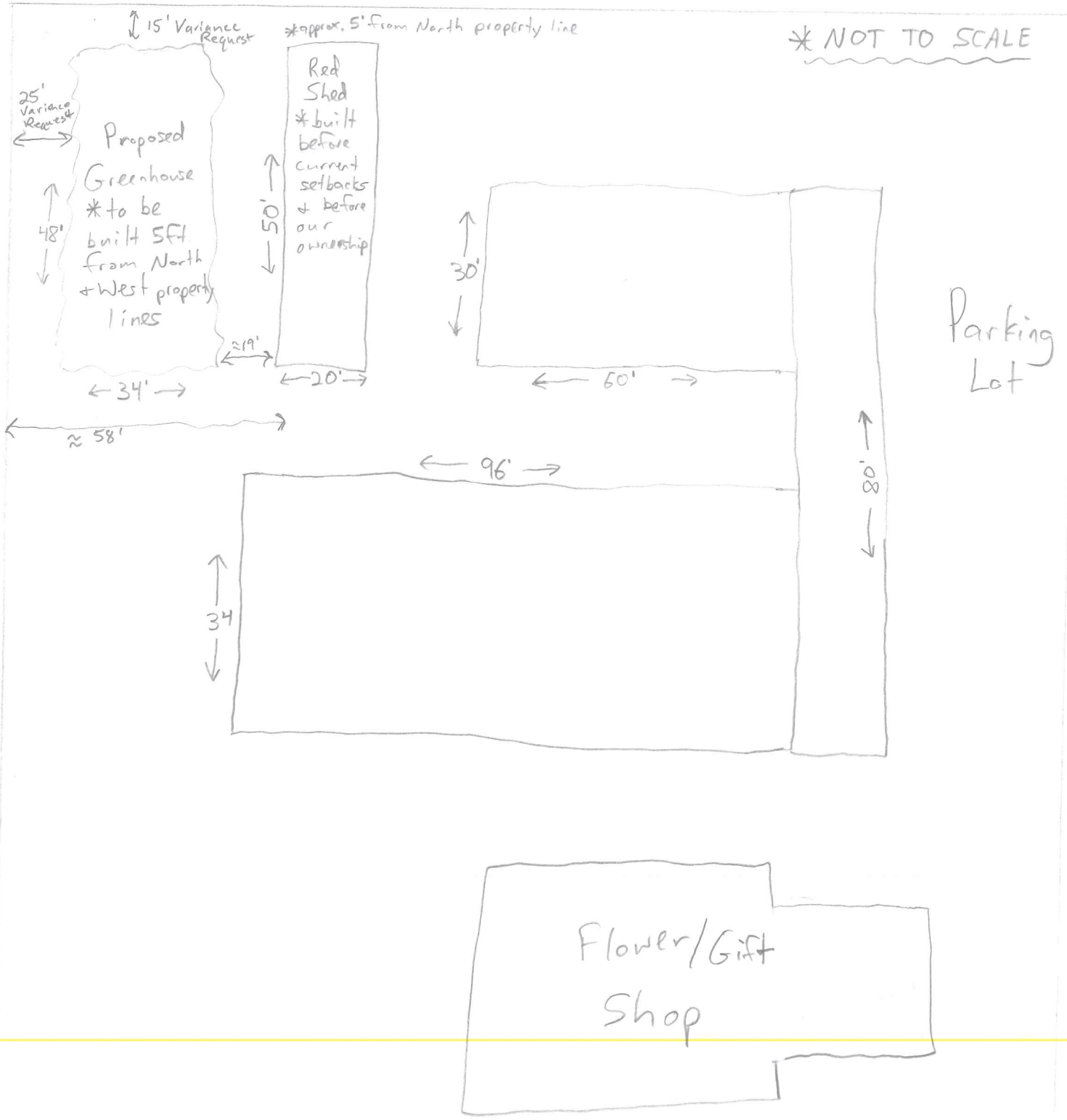
7/8/19

Please note the application requires notice to adjacent landowners within 350 feet of proposed variance area at least 10 days prior to a public hearing on your application.

Please contact the City Office if you have any additional questions.

Morem Street NW

↑ N



Wickett Drive NW

Hwy. 52

↓ Gardens ↓

Legal Description:

Sect-10 Twp-101 Range-010 COM AT PT WLY R OF W LINE OF HWY 52 64 1/2' N SE COR NE 1/4 SE 1/4 N 370' W 237' S 370' E 237'

APPROVED ZONING ORDINANCE SECTION ON VARIANCES

ARTICLE X. BOARD OF APPEALS AND ADJUSTMENTS

Section 1001 Administrative Review

The Planning Commission shall be the Board of Appeals and Adjustments for this city, and as provided by Minn. Stat. Sec. 462.354, subd. 2 shall have the powers granted under Minn. Stat. Sec. 462.357, subd. 6, as they may be amended from time to time.

Section 1002 Variances

Pursuant to Minn. Stat. Sec. 462.357, subd. 6, as it may be amended from time to time, the Planning Commission, acting as a Board of Appeals and Adjustments, may issue variances from the provisions of this zoning code. A variance is a modification or variation of the provisions of this zoning code as applied to a specific piece of property.

Section 1002.1. Variances shall only be permitted when they are in harmony with the general purposes and intent of the ordinance, and when the variances are consistent with the comprehensive plan.

Variances may be granted when the applicant for the variance establishes by written application that there are practical difficulties in complying with the zoning ordinance, and:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district.
- b. That literal interpretation of the provisions of this ordinance would deprive the applications of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.
- c. That the special conditions and circumstances do not result from the actions of the applicant.
- d. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures, or buildings in the same district.

No nonconforming use of neighboring lands, structures, or buildings in the same district, and no permitted or nonconforming use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

Section 1002.2 "Practical difficulties," as used in connection with the granting of a variance, means that

- a. the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;
- b. the plight of the landowner is due to circumstances unique to the property not created by the landowner; and
- c. the variance, if granted, will not alter the essential character of the locality.

Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.

Section 1002.3 Notice of public hearing shall be given at least fifteen (15) days in advance of public hearing. Such notice of hearings shall be posted on the property for which the variance is sought, at the City Hall, and in one other public place.

Section 1002.4 The public hearing shall be held. Any party may appear in person, or by agent or by attorney.

Section 1002.5 The Board of Adjustment shall make findings that the requirements of Section 1002.1 have been met by the applicant for a variance.

Section 1002.6 The Board of Adjustment shall further make a finding that the reasons set forth in the application justify the granting of the variance, and that the variance is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Section 1002.7 The Board of Adjustment shall further make a finding that the granting the variance will be in harmony with the general purpose and intent of this ordinance, and will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

In granting any variance, the Board of Adjustment may prescribe appropriate conditions and safeguards in conformity with this ordinance. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance and punishable under ARTICLE XVII of this ordinance.

Under no circumstances shall the Board of Adjustment grant a variance to allow a use not permissible under the terms of this ordinance in the district involved, or any use expressly or by implication prohibited by the terms of this ordinance in said district.

Section 1002.8 Variances shall be granted for earth sheltered construction as defined in section 216C.06, subdivision 14, when in harmony with the ordinance. The board of appeals and adjustments may not permit as a variance any use that is not allowed under the zoning ordinance for property in the zone where the affected person's land is located. The board may permit as a variance the temporary use of a one family dwelling as a two family dwelling. The board may impose conditions in the granting of variances.

Section 1003 Board Has Power of Administrative Official on Appeals; Reversing Decision of Administrative Official.

In exercising the above mentioned powers, the Board of Adjustment may, so long as such action is in conformity with the terms of this ordinance, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and may make such order, requirement, decision, or determination as ought to be made, and to that end shall have the powers of the Administrative Official from whom the appeal is taken.

The concurring vote of three (3) members of the Board shall be necessary to reverse any order, requirements, decision, or determination of the Administrative Official, or to decide in favor of the applicant on any matter upon which it is required to pass under this ordinance, or to effect any variation in the application of this ordinance.

Section 1004 Effective Date

This ordinance becomes effective from and after its passage and publication.

Passed by the City Council of Harmony, Minnesota on this _____ day of November, 2011.

CITY OF HARMONY

July 10, 2019

«First_Name» «Last_Name»
«Mailing_Address»
«City», «State» «Zip»

To Whom It May Concern:

Attached is a public hearing notice in regards to a variance request. Your parcel of land may be within approximately 350' of this proposed variance. The proposed variance will be for a side yard and rear yard setback.

Please don't hesitate to contact me should you have any questions or concerns.

Sincerely,

CITY OF HARMONY

Jerome Illg
City Administrator

First Name	Last Name	Mailing Address	City	State	Zip	PID
Country Lodge	Motel	P.O. Box 206	Harmony	MN	55939	15.0010.000
Roger	Torgerson	545 Main Ave N	Harmony	MN	55939	15.0010.010
Wheelers		605 Main Ave N	Harmony	MN	55939	15.0010.030
Harmony Gardens and Floral		625 Main Ave N	Harmony	MN	55939	15.0010.050
Nadine	Fisher	105 Niagara Ct NW	Harmony	MN	55939	15.0504.000
Jimmy	Strozyk	135 Niagara Ct NW	Harmony	MN	55939	15.0503.000
Terri	Root	165 Niagara Ct NW	Harmony	MN	55939	15.0502.000
Mae	Baker	195 Niagara Ct NW	Harmony	MN	55939	15.0501.000
Todd	Kiehne	225 Niagara Ct NW	Harmony	MN	55939	15.0500.000
Chris	Larson	255 Niagara Ct NW	Harmony	MN	55939	15.0499.000
Andrew	Yoder	285 Niagara Ct NW	Harmony	MN	55939	15.0498.000
Charles	Thoen	1205 British Columbia Ave	Ames	IA	50014	15.0497.000
Stephanie	Silvers	220 Niagara Ct NW	Harmony	MN	55939	15.0495.000
Jerry	Grehl	190 Niagara Ct NW	Harmony	MN	55939	15.0494.000
Louise	Sikkink	160 Niagara Ct NW	Harmony	MN	55939	15.0493.000
Leon	Gunderson	130 Niagara Ct NW	Harmony	MN	55939	15.0492.000
Richard	Thoen	P.O. Box 64	Harmony	MN	55939	15.0491.000
Rick	Mensink	P.O. Box 334	Harmony	MN	55939	15.0490.000
Minnowa	Construction	P.O. Box 188	Harmony	MN	55939	15.0514.000
Harmony Vet Clinic		855 Wickett Dr NW	Harmony	MN	55939	15.0518.000
Morem	Electric	P.O. Box 537	Harmony	MN	55939	15.0505.000
Bruening Rock Products		P.O. Box 127	Decorah	IA	52101	15.0507.000
Hahn	Lumber	745 Main Ave N	Harmony	MN	55939	15.0509.000
Harmony Telephone		P.O. Box 308	Harmony	MN	55939	15.0510.000
Vita Partnership		704 Main Ave N	Harmony	MN	55939	15.0544.000
Harmony Enterprises		704 Main Ave N	Harmony	MN	55939	15.0013.010
Jake	Hershberger	P.O. Box 452	Harmony	MN	55939	15.0014.010
Reuben	Hershberger	590 Main Ave N	Harmony	MN	55939	15.0014.000
RJ Amish Furniture		590 Main Ave N	Harmony	MN	55939	15.0014.020
Janell	Randa	315 1st Ave SE	Harmony	MN	55939	15.0015.010
Harmony Repair		P.O. Box 326	Harmony	MN	55939	15.0015.020
Richard	Scrabeck	530 Main Ave N	Harmony	MN	55939	15.0015.000
Tom	Davis	12516 US Hwy 52	Canton	MN	55922	15.0009.000
Dennis	Solberg	P.O. Box 273	Harmony	MN	55939	15.0009.030