

**Agenda
Harmony City Council
Regular Meeting**

October 13th, 2020
7:00 P.M.

Gymnasium
Community Center

1. Call to Order
2. Roll Call
3. Public Forum
4. Consent Agenda
 - a. Minutes
 - b. Claims
 - c. Administrator's Report
 - d. Financial Report
 - e. CD
 - f. COVID Leave
 - g. Set up Public Hearing 2020 Street Project Assessment
 - h. Assessment of Property Utility Bills
 - i. Waive Fire Fee Gen X
 - j. Allow Feasibility study on City Land
5. Old Business
6. New Business
 - a. Pay Request No. 5 for 2020 Street Project
 - b. Fire Truck
 - c. Sound System
7. Reports
 - a. Utility Committee
 - b. Building and Maintenance Report
 - c. EDA Report
 - d. Park Board
 - e. Library Board
 - f. Arts Board
 - g. Sherriff's Report
8. Adjourn



Agenda
Harmony City Council

October 13th, 2020
7:00 P.M.

Gymnasium
Community Center

1. Call to Order
2. Roll Call
3. Public Forum
4. Consent Agenda
 - a. Minutes – Regular and Special, attached
 - b. Claims – attached
 - c. Administrator’s Report – attached
 - d. Financial Report – attachment at meeting
 - e. CD
 - f. COVID Leave
 - g. Set up Public Hearing 2020 Street Project Assessment
 - h. Assessment of Property Utility Bills
 - i. Waive Fire Fee Gen X
 - j. Allow Feasibility study on City Land
5. Old Business
6. New Business
 - a. Pay Request No. 5 for 2020 Street Project
 - b. Fire Truck – Presentation
 - c. Sound System – See attachment
7. Reports
 - a. Utility Committee
 - i. Approve new detector for locates
 - b. Building and Maintenance Report
 - c. EDA Report
 - i. Minutes attached
 - ii. Dairyland Timeline Approval
 - d. Park Board
 - e. Library Board
 - f. Arts Board
 - i. Approve New Student Member
 - g. Sherriff’s Report
 - i. Attached
8. Adjourn

SEPTEMBER 8, 2020

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 in the Community Center Multi-Purpose Room. Present were Mayor Pro-tem Swenson, Councilmembers Tony Webber, Steve Sagen and Lynn Mensink; Administrator Devin Swanberg, Attorney Greg Schieber, Corey Whalen, Samantha and Jesse Grabau, Jason Harmening, Terry Bigalk, Rod Johnson, Ross Bahl, Jerome Illg, Sarah Murl, Melissa VanderPlas and Eileen Schansberg. Absent was Mayor Steve Donney.

PUBLIC FORUM:

Chamber Coordinator Melissa VanderPlas mentioned a few events that the Chamber would like to do as drive-by Events. One on September 19th for Fall Foliage, October 15th for Customer Appreciation and possibly October 31st. The Council had no objections to the use of the Community Center or the downtown parking lot.

Samantha Grabau stated the Ambulance Service had received a USDA Grant to place toward a new Stryker Cot Lift System in the new Ambulance. It was a 55/45% Split grant amounting to approximately \$22,500. The new ambulance bid for an F-450 Ford LifeLine came in at \$103,961.00 with the trade in the of our current ambulance. Grabau will contact 94-Services to proceed with the Ambulance.

CONSENT AGENDA:

Motion by Mensink and seconded by Webber to approve the Consent Agenda which consisted of the Minutes to the August 11, 2020 Council meeting, the Claims, the Administrator's Report, Cashing in CD #44301 to the General Fund, paying LMCIT Property/Liability Insurance \$58,121.00, accept the MMUA 2020-21 Safety Management Program Agreement for \$9850 and pay 2020-21 Dues 1239.00 and Mayor's membership dues \$30.00 to the League of MN Cities. All present voting yes. Absent was Mayor Donney. Motion carried.

OLD BUSINESS:

No old business.

NEW BUSINESS:

Deputy Sheriff Jason Harmoning discussed clarification on the Golf Cart/UTV/ATV Ordinance. Attorney Schieber will work with Administrator Swanberg and Deputy Harmoning . Mayor Pro-tem Swenson appointed Councilmember Webber and Mayor Donney to work with them to clean up the ordinance for better enforcement.

2021 PRELIMINARY BUDGET:

The 2021 Preliminary Budget was reviewed. Swenson mentioned that with the COVID19 pandemic and its repercussions, next year's budget should be kept as low or close to 0% as possible. Motion by Webber and seconded by Sagen to adopt Resolution 20-11: A RESOLUTION CERTIFYING THE PROPOSED PROPERTY TAX LEVY TO THE COUNTY AUDITOR IN 2020 FOR TAXES PAYABLE IN 2021.

Voting for the Resolution was: Webber, Mensink, Sagen and Swenson

Voting Against the Resolution was: No One

Abstained from Voting was: No One

Absent from Voting was: Donney

The motion passed and Resolution 20-11 was adopted. The not to exceed Preliminary 2021 Budget was set at \$823,700.

HARMONY FIRE DEPT:

Fire Chief Rod Johnson and Fireman Jesse Grabau discussed beginning the process of a new Fire Rescue truck. Grabau stated they were working to get a \$41,000 grant for loose equipment to put on it. Johnson stated there was \$200,000 in Capital Outlay for the truck. Motion by Swenson and seconded by Sagen to approve the Fire Rescue truck for up to \$365,000. All present voting yes. Absent was Donney. Motion carried.

Fire Relief Secretary-Treasurer Ross Bahl brought to council attention the continuity of the 5-year agreement to raise the Fire Retirement \$50 per year of service. Motion by Mensink and seconded by Sagen to raise the Fire Retirement by \$50 per year of service. All present voting yes. Absent was Donney. Motion carried.

COVID 19:

Administrator Swanberg informed the Council that the City's Covid Cares Grant from the state was \$77,000. The monies need to be used by years end or it must be returned to Fillmore County to use. Administrator is getting quotes for a portable microphone system. The Wastewater plant has a quote of \$29,742 for a Scata System. The EDA would like to get PPE for Businesses. Motion by Webber and seconded by Mensink to approve the Scata System for the Wastewater Plant using the Covid Care money. All present voting yes. Absent was Donney. Motion passed.

2020 STREET PROJECT:

Pay Request #4 from Generation X was presented for payment in the amount of \$288,880.75. Motion by Sagen and seconded by Swenson to pay the request. All present voting yes. Absent was Donney. Motion carried.

UTILITY COMMITTEE:

No Report.

BUILDING & MAINTENANCE:

Speed signs on Hwy 52 entering Harmony are installed. Will be running very soon.

EDA REPORT:

The EDA reviewed a revised draft of the New Home Rebate Program that was proposed to allow rebates for major home renovations. Major renovations of currently vacant or seriously dilapidated properties that increase the home's taxable value by at least \$50,000 would qualify for at least a \$2,000 rebate. It would also propose to similarly create \$3,000 and \$4,000 rebates for improvements resulting in \$75,000 to \$125,000 increases in taxable value. The proposed changes would leave the existing criteria and rebate schedule for new home construction unchanged. Motion to approve the newly renovated Residential Rebate Program as proposed by the EDA by Webber and seconded by Mensink. All present voting yes. Absent was Donney. Motion carried.

PARK BOARD:

A thank you to Ryan Oian of Generation X Construction for doing the excavating for the Community Center Playground at no charge. The playground is finished except for the pea rock which will be delivered this week.

Looking for grants for a Skate Board Park.

LIBRARY BOARD:

Has not met yet this month.

ARTS BOARD:

Has not met yet this month.

SHERIFF REPORT:

A written report was reviewed.

SMALL ITEMS:

Councilmember Mensink mentioned there is a Covid 19 Housing Assistance Program available to help households that are struggling because of the Pandemic. A flyer will be placed in with the Utility Bills to alert the general public as to where to go to find more information.

Upon no further business, Mayor Pro-tem Swenson adjourned the meeting.

Mayor Pro-tem Debbie Swenson

Eileen Schansberg, Deputy Clerk

SEPTEMBER 28, 2020

SPECIAL MEETING

HARMONY CITY COUNCIL

A Special meeting of the Harmony City Council was called to order by Mayor Steve Donney at 7:30 AM. Present were Mayor Donney, Councilmembers Debbie Swenson and Steve Sagen; Administrator Devin Swanberg and Eileen Schansberg. Absent were Council members Tony Webber and Lynn Mensink.

The purpose of the meeting was to extend the Probationary Period of Administrator Devin Swanberg. Motion by Swenson and seconded by Sagen to extend the Administrator's Probationary Period for three months to January 1, 2021. An Evaluation discussion can be held at a closed session at the end of a future Council meeting. All present voting yes. Absent was Councilmembers Webber and Mensink. Motion carried.

Upon no further discussion, Mayor Donney closed the Special meeting.

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City Council Claims for Review

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Fund 101 General Fund				
General Fund	Union Central Pension Fund	CENTRAL PENSION FUND	Union pension fund	\$276.00
General Fund	Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union Health Insurance	\$3,795.00
General Fund	Union Dues	IUOE LOCAL #49	Union Dues	\$105.00
General Fund	NCPERS Insurance	NCPERS GROUP LIFE INS	511800	\$16.00
General Fund	Life Insurance	USABLE LIFE	101421301G	\$58.00
General Fund	General Operating Supplies	1 SOURCE	office supplies	\$116.25
General Fund	Postage	QUADIENT, INC.	Rental postage meter	\$160.12
General Fund	Postage	QUADIENT, INC.	postage meter contract	\$73.32
General Fund	Repair/Maint Office Equipment	METRO SALES	Qtrly Copier contract	\$311.22
General Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly service	\$90.25
General Fund	Building Repair Materials	KINGSLEY MERCANTILE	clock	\$24.99
General Fund	Cleaning Supplies	DALCO	bowl brush heads	\$14.76
General Fund	Cleaning Supplies	DALCO	hand soap/paper towels	\$151.77
General Fund	Contractual Services	CUSTOM COMMUNICATIONS, INC	Fire alarm service-Comm Ctr	\$94.50
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Comm Ctr	\$933.42
General Fund	Gas Utilities	MINNESOTA ENERGY	monthly gas service Comm Ctr	\$148.78
General Fund	General Operating Supplies	KINGSLEY MERCANTILE	hose sprayer/batteries	\$22.77
General Fund	Motor Fuels/Lubricants	KWIK TRIP, INC	gas-Chevy pickup	\$28.88
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Comm Ctr	\$44.89
General Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly service	\$510.46
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-Comm Ctr	\$29.96
General Fund	Engineering Fees	STANTEC CONSULTING SERVICES, I	2020 St pjt engineering	\$46,411.96
General Fund	Engineering Fees	STANTEC CONSULTING SERVICES, I	Council meeting	\$64.38
General Fund	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	finance management per contract	\$2,000.00
General Fund	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	finance management per contract	\$5,167.50
General Fund	Legal Fees	FILLMORE COUNTY ATTORNEY	criminal court service-	\$228.00
General Fund	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	services for Sept	\$681.50
General Fund	General Operating Supplies	CULLIGAN	Wellness program	\$73.90
General Fund	General Operating Supplies	SCHANSBERG, EILEEN	Wellness program	\$159.60
General Fund	Personnel Testing	MINN MUNICIPAL UTILITIES ASSOC	2020 Alcohol/drug testing	\$124.00
General Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Squad Sept	\$495.29
General Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas Squad Aug	\$472.52
General Fund	Repair/Maint Vehicles	IRONSIDE TRAILER SALES & SERVI	full service oil chg Squad	\$64.73
General Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly service	\$188.08
General Fund	Cleaning Supplies	DALCO	paper towels	\$40.01
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Shop	\$178.89

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Fund Descr	Object of Expense	Vendor	Comments	Amount
General Fund	Gas Utilities	MINNESOTA ENERGY	monthly gas service shop	\$59.40
General Fund	General Operating Supplies	HARMONY FOODS	shop supplies	\$28.75
General Fund	General Operating Supplies	KINGSLEY MERCANTILE	batteries	\$10.49
General Fund	General Operating Supplies	MISSISSIPPI WELDERS SUPPLY CO	C0 Cylinders	\$54.90
General Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	spade	\$21.99
General Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly service	\$44.95
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-Shop	\$23.75
General Fund	General Operating Supplies	KINGSLEY MERCANTILE	clamps/hose clamps	\$37.06
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-1 ton	\$140.24
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	diesel-Tractor	\$28.49
General Fund	Repair/Maint Machinery/Equip	HAMMELL EQUIPMENT	tractor DEF fluid/full service	\$54.25
General Fund	Repair/Maint Vehicles	IRONSIDE TRAILER SALES & SERVI	Full Service-1-Ton/tires rotated	\$174.75
General Fund	Sign Materials	Sutherland Fence	installation 2 speed sign posts	\$956.00
General Fund	Street Maint Materials	BRUENING ROCK PRODUCTS, INC	road/alley rock	\$604.48
General Fund	Cleaning Supplies	DALCO	hand soap	\$45.66
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Vis Ctr	\$207.22
General Fund	Gas Utilities	MINNESOTA ENERGY	Vis Ctr monthly service	\$54.89
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chevy pickup	\$28.87
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Vis Ctr	\$35.87
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-Vis Ctr	\$24.02
Fund 101 General Fund				\$65,992.73
Fund 202 CDBG Rehab Loan Program				
CDBG Rehab Loan Progr	Taxes, Licenses & Permits	FILLMORE COUNTY RECORDER	Recording Mortgage Satisfaction-Rolfs	\$46.00
Fund 202 CDBG Rehab Loan Program				\$46.00
Fund 211 Library Fund				
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audio books	\$21.99
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audio books	\$61.03
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audio books	\$21.99
Library Fund	Media-Books	BAKER & TAYLOR	books	\$46.64
Library Fund	Media-Books	BAKER & TAYLOR	books	\$212.51
Library Fund	Media-Books	BAKER & TAYLOR	books	\$60.53
Library Fund	Media-Books	BAKER & TAYLOR	books	\$59.87
Library Fund	Media-Books	BAKER & TAYLOR	books	\$331.05
Library Fund	Media-Books	PENWORTHY COMPANY	books	\$149.75
Library Fund	Media-Periodicals	FILLMORE COUNTY JOURNAL	Fillmore County Journal subscription	\$60.00
Library Fund	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$27.96

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Library Fund	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$29.01
Library Fund	Office Accessories	AMAZON CAPITAL SERVICES	Face shields	\$16.98
Library Fund	Printed Forms	SOUTHEASTERN LIBRARIES COOP	mailers & SMS notices	\$10.01
Library Fund	Program Supplies	AMAZON CAPITAL SERVICES	Bags for Corn Hole Game	\$51.30
Library Fund	Program Supplies	DEMCO, INC	colored tape	\$15.69
Library Fund	Program Supplies	QUILL CORPORATION	highlighters	\$5.99
Library Fund	Repair/Maint Office Equipment	CANON FINANCIAL SERVICES, INC	copier lease	\$44.00
Library Fund	Repair/Maint Office Equipment	LOFFLER COMPANIES, INC	copier maintenance fee	\$45.88
Library Fund	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Basic Services & PC Support	\$599.02
Library Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly service	\$47.51
Fund 211 Library Fund				\$1,918.71
Fund 222 Fire Fund				
Fire Fund	General Notices and Pub Info	FILLMORE COUNTY JOURNAL	Emergency Response Ads	\$62.00
Fire Fund	General Operating Supplies	KINGSLEY MERCANTILE	PVC caps	\$7.96
Fire Fund	General Operating Supplies	KINGSLEY MERCANTILE	return supplies-great stuff/dryer parts	-\$121.58
Fire Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	diesel/gas-Fire trucks Aug	\$52.88
Fire Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas/diesel-Firetrucks Sept	\$80.77
Fire Fund	Repair/Maint Vehicles	IRONSIDE TRAILER SALES & SERVI	battery for Elmer Fire Truck	\$100.78
Fire Fund	Small Tools and Minor Equip	ELAN FINANCIAL SERVICES	Face Masks for Firemen	\$604.86
Fire Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Firehall	\$311.24
Fire Fund	Gas Utilities	MINNESOTA ENERGY	Firehall monthly gas service	\$48.32
Fire Fund	Property Ins	LMCIT	property ins-statue	\$153.00
Fire Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Firehall	\$24.85
Fire Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly service	\$44.60
Fire Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-Firehall	\$16.76
Fund 222 Fire Fund				\$1,386.44
Fund 223 Ambulance Fund				
Ambulance Fund	Dues	MINNESOTA AMBULANCE ASSOC.	2021 Dues	\$341.00
Ambulance Fund	Equipment Parts	ZOLL MEDICAL CORP.	2 batteries for Zoll X	\$846.40
Ambulance Fund	Financial Services Fees	EXPERT T BILLING	runs for Sept	\$308.00
Ambulance Fund	Financial Services Fees	EXPERT T BILLING	runs for August	\$392.00
Ambulance Fund	General Notices and Pub Info	FILLMORE COUNTY JOURNAL	Emergency Response Ads	\$62.00
Ambulance Fund	General Operating Supplies	KINGSLEY MERCANTILE	batteries/washer fluid	\$12.78
Ambulance Fund	Medical Supplies	1 SOURCE	surgical masks	\$43.50
Ambulance Fund	Medical Supplies	ELAN FINANCIAL SERVICES	light weight blankets	\$252.99
Ambulance Fund	Medical Supplies	ELAN FINANCIAL SERVICES	heavy weight blankets	\$199.99

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Ambulance Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	diesel-Amb	\$146.08
Ambulance Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	diesel-Amb Aug	\$47.06
Ambulance Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	diesel-Amb Sept	\$63.21
Ambulance Fund	Telephone	VERIZON WIRELESS	monthly cell service	\$48.42
Ambulance Fund	Training Fees	CITY OF CALEDONIA	Refresher 4 FR & 12 EMTs	\$3,100.00
Fund 223 Ambulance Fund				\$5,863.43
Fund 251 Park Fund				
Park Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-parks	\$309.82
Park Fund	General Operating Supplies	KINGSLEY MERCANTILE	batteries/spray bottle	\$13.28
Park Fund	Landscaping Materials	BRUENING ROCK PRODUCTS, INC	pea rock for playground	\$2,183.21
Park Fund	Landscaping Materials	BRUENING ROCK PRODUCTS, INC	pea rock for playground	\$1,501.46
Park Fund	Landscaping Materials	BRUENING ROCK PRODUCTS, INC	pea rock for playground	\$259.28
Park Fund	Landscaping Materials	HAHN LUMBER CO	Concrete campground sign	\$11.96
Park Fund	Landscaping Materials	KINGSLEY MERCANTILE	mailbox for campground	\$23.99
Park Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	gas mowers	\$202.22
Park Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-mowers Aug	\$5.77
Park Fund	Other Rentals	ON SITE SANITATION	portable toilet rental Sept	\$83.00
Park Fund	Repair/Maint Machinery/Equip	RUN RIGHT POWER LLC	mower repair-blades	\$244.10
Park Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer parks	\$121.50
Park Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-parks	\$162.44
Fund 251 Park Fund				\$5,122.03
Fund 601 Water Fund				
Water Fund	Dues	MINN RURAL WATER ASSOC	membership dues	\$300.00
Water Fund	Postage	ELAN FINANCIAL SERVICES	water sample mailed	\$4.60
Water Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine cylinders demmurrage	\$10.00
Water Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-pumphouses	\$1,281.57
Water Fund	Gas Utilities	MINNESOTA ENERGY	pumphouse monthly service	\$57.99
Water Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	water testing	\$40.00
Water Fund	Utility Maint Materials	USA BLUEBOOK	water flags-locates	\$48.37
Fund 601 Water Fund				\$1,742.53
Fund 602 Sewer Fund				
Sewer Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine/O Ring accessories	\$432.03
Sewer Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-WWTP/Lifts	\$1,931.95
Sewer Fund	General Operating Supplies	KINGSLEY MERCANTILE	couplings/emery cloth/bulbs/copper cuppl	\$46.32
Sewer Fund	General Operating Supplies	PRESTON AUTO PARTS	fuse	\$3.40

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Sewer Fund	General Operating Supplies	SOLBERG WELDING	pipe	\$9.25
Sewer Fund	General Operating Supplies	TEAM LABORATORY CHEM. CORP.	vehicle wash	\$120.00
Sewer Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	WW testing	\$853.40
Sewer Fund	Motor Fuels/Lubricants	RUN RIGHT POWER LLC	4 stroke fuel	\$39.90
Sewer Fund	Repair/Maint Other Equipment	BLUFF COUNTRY COMPUTER WORKS	WW Tablet repairs	\$144.95
Sewer Fund	Repair/Maint Other Equipment	K&R EQUIPMENT, INC	Shaft Mount Gearbox service call	\$3,747.75
Sewer Fund	Repair/Maint Other Improve	ELECTRIC PUMP, INC	Service agreement -pump	\$600.00
Sewer Fund	Repair/Maint Other Improve	QUALITY FLOW SYSTEMS, INC	replace pump	\$15,598.00
Sewer Fund	Repair/Maint Other Improve	ROCHESTER PLUMBING & HEATING	sewer televised 2nd Ave SW	\$655.00
Sewer Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-WWTP	\$2,308.82
Sewer Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	sump pump	\$109.99
Sewer Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly service	\$157.83
Sewer Fund	Travel Expenses	ELAN FINANCIAL SERVICES	refund hotel for WW School-Corey/Terry	-\$964.08
Sewer Fund	Utility Maint Materials	TEAM LABORATORY CHEM. CORP.	copper surface/super bugs	\$3,078.00
Sewer Fund	Utility Maint Materials	USA BLUEBOOK	dechlor tablets/dispensor	\$640.53
Sewer Fund	Utility Maint Materials	USA BLUEBOOK	dechlor tablets	\$597.03
Sewer Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-WWTP	\$1,521.18
Fund 602 Sewer Fund				\$31,631.25
Fund 604 Electric Fund				
Electric Fund	Utility Deposits	UTILITY DEPOSIT REFUND	Utility Deposit Refund N Kjome	\$70.31
Electric Fund	Utility Deposits	UTILITY DEPOSIT REFUND	Utility deposit refund	\$79.69
Electric Fund	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$55,249.89
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Town Clock	\$13.40
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Streetlights	\$1,447.65
Electric Fund	General Operating Supplies	PRESTON AUTO PARTS	marking paint	\$83.88
Electric Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Ford pickup Sept	\$117.25
Electric Fund	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	locates/no locates	\$43.20
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	wire dropped for tree cutter-replaced dupl	\$676.36
Electric Fund	Repair/Maint Other Improve	MOREM ELECTRIC, INC	wire damaged-locate missed	\$190.64
Electric Fund	Repair/Maint Other Improve	MOREM ELECTRIC, INC	underground 135 3rd St SW	\$427.83
Electric Fund	Utility Maint Materials	USA BLUEBOOK	electric flags-locates	\$48.36
Electric Fund	Taxes, Licenses & Permits	MN DEPT OF COMMERCE	2nd Qtr Assessment	\$76.05
Fund 604 Electric Fund				\$58,524.51
Fund 620 Economic Development Authority				
Economic Development	General Operating Supplies	Hjelmeland, Jack	mowing/spraying along bike trail South	\$150.00
Economic Development	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	services for Sept	\$43.50

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Economic Development	Planning & Development Fees	CEDA	4th Qtr CEDA Contract	\$7,800.50
Economic Development	Telephone	GOVOFFICE LLC	Annual Hosting Fee	\$660.00
Economic Development	Telephone	HARMONY TELEPHONE COMPANY	monthly service	\$19.56
Economic Development	Donations to Civic Org s	HARMONY CHAMBER OF COMMERCE	2nd half Chamber contract	\$13,250.00
Fund 620 Economic Development Authority				\$21,923.56
				\$194,151.19

ADMINISTRATOR'S REPORT

For the Period September, 2020 to October 13, 2020

ADMINISTRATION

Attended EDA, Art Board and Park Board monthly meetings.

Continuing to work with the budget process to get the budget closer in line to council direction.

Met with staff and consultants to be briefed on projects, current matters, and on-going tasks within Harmony.

Working with citizens to resolve issues that have come up during construction. Answer questions to the best my ability or forwarding them to the appropriate resources to find answers.

Webinars on budgeting, COVID, CARES act.

Completed September payroll with Sam Grabau.

Meeting with contractors about Onstad property to remedy the gutters that drain into the sanitary.

Various meetings such as insurance, Wellhead protection meetings and MMUA.

Custom Alarms came and all of the fire alarms passed.

CITY OF HARMONY CITY COUNCIL

AGENDA ITEM COVER SHEET

Originating Staff: Devin Swanberg, Administrator	Meeting Date: October 13, 2020	Agenda Item No. 4f
Agenda Section: Consent Agenda	Item: COVID Leave	
BACKGROUND: Using the COVID CARES Grant fund reimburse the city for lost employee time due to COVID-19. This will also protect the worker from using PTO for time loss due to COVID-19 whether to get tested or have to miss work due to a positive test or family quarantine.		
ATTACHMENTS: CDC guidelines for employees going back to work.		
COUNCIL ACTION REQUESTED: To approve COVID leave and use the COVID care funds for the leave.		

Return to Work Criteria for HCP with SARS-CoV-2 Infection

Symptom-based strategy for determining when HCP can return to work.

HCP with [*mild to moderate illness*](#) who are not severely immunocompromised:

- At least 10 days have passed *since symptoms first appeared* **and**
- At least 24 hours have passed *since last* fever without the use of fever-reducing medications **and**
- Symptoms (e.g., cough, shortness of breath) have improved

Note: HCP who are **not severely immunocompromised** and were **asymptomatic** throughout their infection may return to work when at least 10 days have passed since the date of their first positive viral diagnostic test.

HCP with [*severe to critical illness*](#) or who are severely immunocompromised:

- At least 10 days and up to 20 days have passed *since symptoms first appeared*
- At least 24 hours have passed *since last* fever without the use of fever-reducing medications **and**
- Symptoms (e.g., cough, shortness of breath) have improved
- Consider consultation with infection control experts

Note: HCP who are **severely immunocompromised** but who were **asymptomatic** throughout their infection may return to work when at least 10 days and up to 20 days have passed since the date of their first positive viral diagnostic test.

As described in the [Decision Memo](#), an estimated 95% of severely or critically ill patients, including some with severe immunocompromise, no longer had replication-competent virus 15 days after onset of symptoms; no patient had replication-competent virus more than 20 days after onset of symptoms. The exact criteria that determine which HCP will shed replication-competent virus for longer periods are not known. Disease severity factors and the presence of immunocompromising conditions should be considered in determining the appropriate duration for specific HCP. For example, HCP with characteristics of

severe illness may be most appropriately managed with at least 15 days before return to work.

Test-Based Strategy for Determining when HCP Can Return to Work.

In some instances, a test-based strategy could be considered to allow HCP to return to work earlier than if the symptom-based strategy were used. However, as described in the [Decision Memo](#), many individuals will have prolonged viral shedding, limiting the utility of this approach. A test-based strategy could also be considered for some HCP (e.g., those who are severely immunocompromised¹) in consultation with local infectious diseases experts if concerns exist for the HCP being infectious for more than 20 days.

The criteria for the test-based strategy are:

HCP who are symptomatic:

- Resolution of fever without the use of fever-reducing medications **and**
- Improvement in symptoms (e.g., cough, shortness of breath), **and**
- Results are negative from at least two consecutive respiratory specimens collected ≥ 24 hours apart (total of two negative specimens) tested using an FDA-authorized molecular viral assay to detect SARS-CoV-2 RNA.
See [Interim Guidelines for Collecting, Handling, and Testing Clinical Specimens for 2019 Novel Coronavirus \(2019-nCoV\)](#).

HCP who are not symptomatic:

- Results are negative from at least two consecutive respiratory specimens collected ≥ 24 hours apart (total of two negative specimens) tested using an FDA-authorized molecular viral assay to detect SARS-CoV-2 RNA.
See [Interim Guidelines for Collecting, Handling, and Testing Clinical Specimens for 2019 Novel Coronavirus \(2019-nCoV\)](#).

CITY OF HARMONY CITY COUNCIL

AGENDA ITEM COVER SHEET

Originating Staff: Devin Swanberg, Administrator	Meeting Date: October 13, 2020	Agenda Item No. 4g
Agenda Section: Consent Agenda	Item: Public Hearing to certify Street assessment	
<p>BACKGROUND: Set up public hearing to certify street assessment for the 2020 Street Project. The date to be November 10th 2020, At the start of the regular council meeting. With this we the post a notice of the meeting in the paper for two weeks and mail out a notice two weeks before to the all assessed properties.</p>		
<p>ATTACHMENTS: None</p>		
<p>COUNCIL ACTION REQUESTED: Motion to set up a Public Hearing at the November regular city council meeting to certify the assessments for the 2020 Street project.</p>		

Resolution No.20-12

**A RESOLUTION CERTIFYING DELINQUENT UTILITIES AND SERVICES
TO BE COLLECTED WITH TAXES PAYABLE IN 2021**

WHEREAS, the City of Harmony provides utility and administrative services to property for a fee; and

WHEREAS, certain accounts for said services are delinquent; and

WHEREAS, Minnesota Statutes provides for collecting delinquent accounts by placing same on the tax rolls.

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Harmony, Fillmore County, Minnesota, that the City hereby certifies that the accounts herein listed are for utility and administrative services and payment is delinquent on some.

BE IT FURTHER RESOLVED, that the City hereby requests the Auditor of the County of Fillmore to place the amounts listed as special assessments on the tax rolls for taxes payable in 2021.

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

Voting for the Resolution:

Voting Against the Resolution:

Abstained from Voting:

Absent: None

Motion carried and resolution adopted this 13th day of October 2020.

Steve Donney, Mayor

ATTEST:

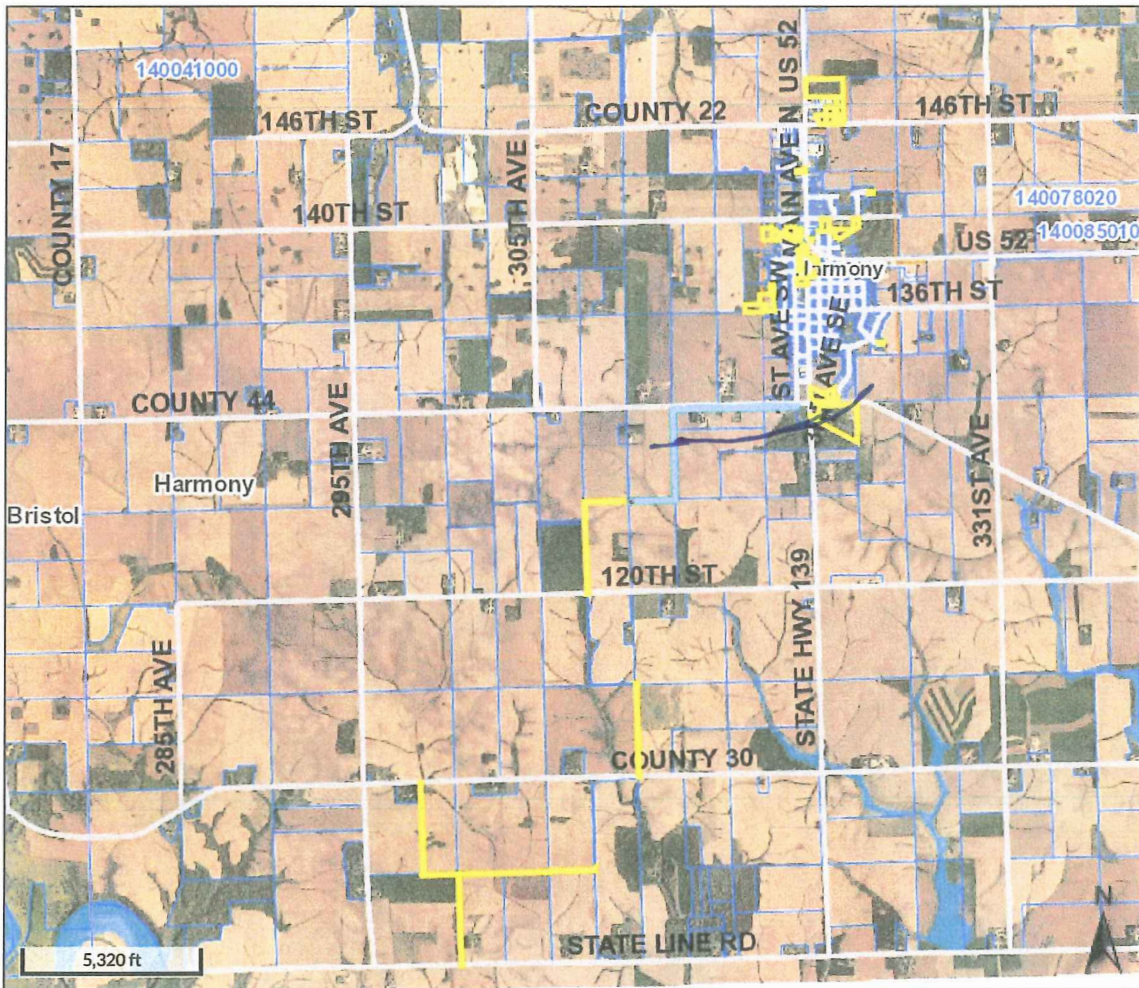
Devin Swanberg, Administrator

Property Address	Amount
40 2nd AVE SW #1	1197.42
40 2nd AVE SW #2	599.86
40 2nd AVE SW #3	577.48
Total	2374.76

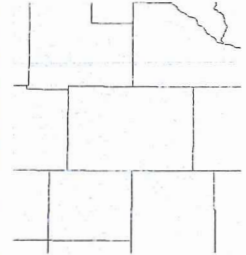
CITY OF HARMONY CITY COUNCIL

AGENDA ITEM COVER SHEET











Originating Staff: Devin Swanberg, Administrator	Meeting Date: October 13, 2020	Agenda Item No. 4i
Agenda Section: Consent Agenda	Item: Generation X Truck Fire	
BACKGROUND: Generation X had a truck on fire in late September and we are looking to waive the fee for the service of the fire department. We are asking to waive the fee because of the donated work they did for the new park by the library.		
ATTACHMENTS: None		
COUNCIL ACTION REQUESTED: Motion to waive Generation X fire bill.		



Overview



Legend

-  Road Centerlines
-  Parcels
-  Municipalities
-  Townships
- FEMA Flood Zone**
 -  0.2 PCT ANNUAL CHANCE FLOOD HAZARD
 -  A
 -  AE
 -  AE, FLOODWAY
 -  X PROTECTED BY LEVEE
 -  Bordering Countie

Parcel ID	140152010	Alternate ID	n/a	Owner Address	CITY OF HARMONY
Sec/Twp/Rng	22-101-010	Class	958 - MUNICIPAL PUB-OTHER	PO BOX 488	
Property Address		Acreage	6.17	225 3RD AVE SW	
				HARMONY, MN 55939	
District	HARMONY/SD #2198				
Brief Tax Description	Sect-22Twp-101Range-010 6.17 AC N 30 FT OF NW 1/4 SW 1/4 & E 15 FT OF W 1/2 NW 1/4 & W 15 FT OF E 1/2 NW 1/4 & N 30 FT OF NE 1/4 NW 1/4 & OF N 1/2 NE 1/4				
	(Note: Not to be used on legal documents)				

Date created: 10/6/2020
Last Data Uploaded: 10/5/2020 11:11:33 PM

Developed by  **Schneider**
GEOSPATIAL

City of Harmony 507-886-8122

AGREEMENT

THIS AGREEMENT ("**Agreement**") is made and entered into on _____, 2020, ("**Effective Date**") by and between **CITY OF HARMONY**, whose address is 225 3RD Avenue SW, Harmony, Minnesota, ("**Owner**"), and Boulevard Associates, LLC, a Delaware limited liability company, whose address is 700 Universe Boulevard, Attn: Land Services, Juno Beach, FL 33408 ("**Operator**").

RECITALS

A. Owner is the current owner of the lands more particularly described on **Exhibit A** attached hereto and made a part hereof ("**Property**");

B. Operator desires access to the Property for various studies and investigations, including but not limited to, survey, geotechnical tests, biological studies, cultural studies, environmental studies and investigations, to determine whether the Property or land in proximity to the Property is suitable for the construction and operation of a wind energy generation facility and related electrical transmission (collectively the "**Survey**"); and

C. Owner agrees to grant Operator access to the Property for the Survey in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of these premises and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Operator do hereby agree as follows:

1. Owner hereby grants to Operator, its employees, agents and contractors, the right to enter upon the Property for purposes of conducting the Survey; provided that such activities do not unreasonably interfere with Owner's use of the Property.

2. Operator shall pay to Owner the sum of \$500.00 within thirty (30) days of the Effective Date.

3. The term of this Agreement shall be from the Effective Date until March 31, 2021.

4. Operator shall give Owner twenty-four (24) hours notification prior to entering the Property for the purposes of conducting the Survey.

5. (a) Operator shall use commercially reasonable efforts not to damage or destroy any improvements on the Property, including drainage tile, during the course of its Survey, and may not remove any trees or improvements without Owner's approval. If Operator's activities on the Property damage the Property or any improvements on the Property, Operator shall promptly restore the Property to its condition prior to Operator's activities, repair any damage to damaged improvements at Operator's expense, or, at Owner's option, reimburse Owner for the costs to repair

any damaged improvements.

(b) Each time Operator exercises its rights under this Agreement it shall compensate Owner for all crops lost or destroyed by reason of the use, but in no case shall Operator be required to pay more than a single, total crop loss in any one crop year on any given property. Damages will be calculated by the following formula: Unit Price x Unit Yield Per Acre x Acres Damaged = Damages. Prices for damaged or destroyed crops will be based on the average of the three (3) previous March 1st through September 1st Chicago Board of Trade prices for that crop. If the crop is not traded on the Chicago Board of Trade, the price shall be based on the dominant trading exchange for that crop, but the formula shall remain the same. Yield will be the average of the previous three (3) seasons' yields according to Owner's records for the smallest parcel of land that includes the damaged area. If Owner does not have yield records available, the parties will use National Agricultural Statistic Services records or other commonly used yield information available for the area. Payment shall be made within sixty (60) days after determining the extent of crop damage.

(c) Operator shall promptly pay any third parties who perform activities for Operator on the Property pursuant to this Agreement.

6. Operator shall defend, indemnify, protect and hold Owner harmless from and against all liabilities, costs, expenses, obligations, losses, damages, claims, (collectively "**Claims**") resulting from the negligence, intentional tortious actions or omissions, or breach of this Agreement by Operator, its agents, contractors or employees, invitees, licensees and permittees; except to the extent that such Claims are due to any negligence, intentional tortious actions or omissions, or breach by Owner, its agents, contractors or employees, invitees, licensees or permittees.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first set forth above.

Owner:

CITY OF HARMONY

BY: _____

IN WITNESS WHEREOF, the Operator has executed this Agreement as of the date first set forth above.

Operator:

Boulevard Associates, LLC,
a Delaware limited liability company

By: _____
Anthony Pedroni, Vice President

EXHIBIT A

Legal Description of Property

TIMT 4981

County Parcel Number: 15-0543-000

Section 23, Township 101, Range 10

Brief Legal: A part of the NW4 of the NW4 of Section 23, Township 101, Range 10, Fillmore County, Minnesota

Acres: 17.12

APN140152010

County Parcel Number: 14-0152-010

Section 22, Township 101, Range 10

Brief Legal: N 30' OF NW4 of the SW4 and East 15' of W2 of the NW4 and West 15' of the E2 of the NW4 and the North 30' of the NE4 of the NW4 and OF N2 of the NE4, Section 22, Township 101, Range 10, Fillmore County, Minnesota

Acres: 6.17



Owner: City of Harmony, 225 3rd Ave. SW, Harmony, MN 55939	Date: October 9, 2020
For Period: 9/5/2020 to 10/9/2020	Request No: 5
Contractor: Generation X Construction LLC, 26204 MN-43, PO Box 490, Rushford MN 55971	

CONTRACTOR'S REQUEST FOR PAYMENT
2020 STREET AND UTILITY IMPROVEMENTS
STANTEC PROJECT NO. 193804911

SUMMARY

1	Original Contract Amount		\$ 1,666,629.00
2	Change Order - Addition	\$ 0.00	
3	Change Order - Deduction	\$ 0.00	
4	Revised Contract Amount		\$ 1,666,629.00
5	Value Completed to Date		\$ 1,547,065.45
6	Material on Hand		\$ 0.00
7	Amount Earned		\$ 1,547,065.45
8	Less Retainage 5%		\$ 77,353.27
9	Subtotal		\$ 1,469,712.18
10	Less Amount Paid Previously		\$ 1,089,135.58
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 5		\$ 380,576.60

Recommended for Approval by:
STANTEC

Bo A. G. L.

Approved by Contractor:
GENERATION X CONSTRUCTION LLC

Approved by Owner:
CITY OF HARMONY

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Quantity to Date	Amount to Date
PART 1 - SANITARY SEWER:						
1	REMOVE SANITARY SEWER MANHOLE	EA	5	\$750.00	5	\$3,750.00
2	REMOVE SANITARY SEWER MAIN	LF	793	\$2.00	793	\$1,586.00
3	ADJUST SANITARY SEWER FRAME AND RING CASTING	EA	21	\$500.00	21	\$10,500.00
4	CONNECT TO EXISTING SANITARY SEWER PIPE	EA	10	\$500.00	10	\$5,000.00
5	CONNECT TO EXISTING SANITARY SEWER MANHOLE	EA	3	\$500.00	3	\$1,500.00
6	8" PVC SANITARY SEWER POINT REPAIR	LF	24	\$100.00	24	\$2,400.00
7	8" PVC SANITARY SEWER PIPE	LF	850	\$35.00	840	\$29,400.00
8	IMPROVED PIPE FOUNDATION	LF	850	\$10.00	0	\$0.00
9	4' DIAMETER SANITARY MH, INCL R-1642-B CSTG AND CONC ADJ RINGS	EA	5	\$950.00	5	\$4,750.00
10	SANITARY SEWER INSPECTION	LF	850	\$3.00	0	\$0.00
TOTAL PART 1 - SANITARY SEWER						\$58,886.00
PART 2 - WATER MAIN:						
11	REMOVE/ ABANDON WATER MAIN PIPE	LS	1	\$3,000.00	1.00	\$3,000.00
12	REMOVE HYDRANT	EA	7	\$400.00	7	\$2,800.00
13	REMOVE GATE VALVE AND BOX	EA	12	\$300.00	12	\$3,600.00
14	ADJUST GATE VALVE AND BOX	EA	14	\$450.00	13	\$5,850.00
15	CONNECT TO EXISTING WATER MAIN	EA	19	\$850.00	16	\$13,600.00
16	6" GATE VALVE AND BOX	EA	13	\$1,650.00	12	\$19,800.00
17	8" GATE VALVE AND BOX	EA	10	\$1,850.00	10	\$18,500.00
18	HYDRANT	EA	8	\$4,000.00	8	\$32,000.00
19	6" C900 DR18 PVC WATER MAIN, INCL. TRACER WIRE	LF	850	\$40.00	840	\$33,600.00
20	8" C900 DR18 PVC WATER MAIN, INCL. TRACER WIRE	LF	1930	\$45.00	1915	\$86,175.00
21	10" O.D. HDPE DR 11 IPS WATER MAIN (DIRECTIONAL DRILLED)	LF	315	\$105.00	315	\$33,075.00
22	DUCTILE IRON FITTINGS	LB	2200	\$12.00	2464	\$29,568.00
23	IMPROVED PIPE FOUNDATION	LF	2780	\$8.00	938	\$7,504.00
24	TEMPORARY WATER SERVICE	LS	1	\$6,000.00	1	\$6,000.00
TOTAL PART 2 - WATER MAIN						\$295,072.00
PART 3 - SERVICES:						
25	CONNECT TO EXISTING WATER SERVICE	EA	19	\$400.00	19	\$7,600.00
26	1" CURB STOP AND BOX	EA	28	\$350.00	37	\$12,950.00
27	1" CORPORATION STOP WITH SADDLE	EA	28	\$400.00	37	\$14,800.00
28	1" TYPE "K" COPPER WATER SERVICE	LF	665	\$40.00	1000	\$40,000.00
29	6" GATE VALVE AND BOX	EA	1	\$1,800.00	1	\$1,800.00
30	6" C900 DR18 PVC WATER MAIN, INCL. TRACER WIRE	LF	45	\$45.00	45	\$2,025.00
31	DUCTILE IRON FITTINGS	LB	115	\$12.00	115	\$1,380.00
32	8X4 PVC WYE	EA	15	\$400.00	21	\$8,400.00
33	4" PVC SDR 26 SEWER SERVICE PIPE	LF	435	\$40.00	520	\$20,800.00
34	CONNECT TO EXISTING SANITARY SEWER SERVICE	EA	13	\$600.00	20	\$12,000.00
TOTAL PART 3 - SERVICES						\$121,755.00
PART 4 - STREET IMPROVEMENTS:						
35	MOBILIZATION	LS	1	\$45,000.00	1.00	\$45,000.00
36	TRAFFIC CONTROL	LS	1	\$7,500.00	1.00	\$7,500.00
37	GRUB STUMP	EA	3	\$600.00	3	\$1,800.00
38	RECLAIM BITUMINOUS PAVEMENT	SY	13705	\$1.00	13705	\$13,705.00
39	REMOVE BITUMIOUS PAVEMENT	SY	2260	\$2.00	2260	\$4,520.00
40	ADJUST STORM SEWER FRAME AND RING CASTING	EA	4	\$850.00	2	\$1,700.00
41	SHAPE EXISTING RECLAIMED AGGREGATE BASE COURSE FOR PAVING	SY	3850	\$1.10	3850	\$4,235.00
42	6' EDGE MILL BITUMINOUS PAVEMENT	LF	9000	\$1.50	9562	\$14,343.00
43	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	240	\$7.00	240	\$1,680.00
44	REMOVE CONCRETE SIDEWALK	SY	1350	\$6.00	1350	\$8,100.00

No.	Item	Unit	Contract	Unit	Quantity	Amount
			Quantity	Price	to Date	to Date
45	REMOVE CONCRETE CURB AND GUTTER	LF	5570	\$3.00	5916	\$17,748.00
46	SAWING BITUMINOUS PAVEMENT	LF	2050	\$3.00	2230	\$6,690.00
47	SAWING CONCRETE SIDEWALK/ DRIVEWAY	LF	580	\$5.00	580	\$2,900.00
48	COMMON EXCAVATION (P)	CY	9680	\$10.00	9682	\$96,820.00
49	GEOTEXTILE FABRIC, TYPE V	SY	12310	\$1.25	12560	\$15,700.00
50	AGGREGATE BASE, CLASS 2 (CV)	CY	30	\$29.00	0	\$0.00
51	AGGREGATE SHOULDERING, CLASS 2 (CV)	CY	5	\$30.00	0	\$0.00
52	AGGREGATE BASE, CLASS 5 (CV)	CY	2650	\$29.00	3150	\$91,350.00
53	AGGREGATE BASE, CLASS 2 MOD. (CV)	CY	4150	\$29.00	4150	\$120,350.00
54	SUBGRADE EXCAVATION (EV)	CY	1025	\$10.00	0	\$0.00
55	SUBGRADE CORRECTION (CV)	CY	1025	\$29.00	0	\$0.00
56	TOPSOIL BORROW (CV)	CY	560	\$15.00	636	\$9,540.00
57	TYPE SP 12.5 NON WEARING COURSE MIXTURE (SPNWB330B) (2" THICK)	SY	15470	\$10.00	15470	\$154,700.00
58	TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA340B) (1.5" THICK)	SY	15470	\$8.00	2381	\$19,048.00
59	TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA340B) (1.5" THICK OVERLAY)	SY	15836	\$8.00	16944	\$135,552.00
60	BITUMINOUS MATERIAL FOR TACK COAT (P)	GAL	1565	\$2.50	966	\$2,415.00
61	PREPARATION OF BITUMINOUS NON WEAR FOR WEAR COURSE PAVING	LS	1	\$10,000.00	0	\$0.00
62	B612 CONCRETE CURB AND GUTTER	LF	240	\$48.00	239	\$11,472.00
63	B618 CONCRETE CURB AND GUTTER	LF	4700	\$24.50	5133.5	\$125,770.75
64	SURMOUNTABLE CONCRETE CURB AND GUTTER	LF	880	\$42.00	933	\$39,186.00
65	4" THICK CONCRETE SIDEWALK	SY	350	\$66.00	335.6	\$22,149.60
66	6" THICK CONCRETE DRIVEWAY PAVEMENT (RESIDENTIAL)	SY	425	\$69.00	528.2	\$36,445.80
67	7" THICK CONCRETE DRIVEWAY PAVEMENT (COMMERCIAL)	SY	20	\$75.00	37.7	\$2,827.50
68	7" THICK CONCRETE VALLEY GUTTER	SY	250	\$98.00	205.1	\$20,099.80
69	CONCRETE PEDESTRIAN CURB RAMP	EA	8	\$2,500.00	6	\$15,000.00
70	GRAVEL DRIVEWAY RESTORATION	SY	35	\$25.00	35	\$875.00
71	RESIDENTIAL BITUMINOUS DRIVEWAY PAVEMENT (SPWEA340B) (3" THICK)	SY	30	\$30.00	21	\$630.00
72	HYDRAULIC BONDED FIBER MATRIX (BFM)	SY	7000	\$2.50	7000	\$17,500.00
73	INLET PROTECTION	LS	1	\$4,000.00	1	\$4,000.00
TOTAL PART 4 - STREET IMPROVEMENTS						\$1,071,352.45

BASE BID SUMMARY

TOTAL PART 1 - SANITARY SEWER	\$58,886.00
TOTAL PART 2 - WATER MAIN	\$295,072.00
TOTAL PART 3 - SERVICES	\$121,755.00
TOTAL PART 4 - STREET IMPROVEMENTS	\$1,071,352.45
TOTAL BASE BID (PARTS 1-4)	\$1,547,065.45

PROJECT PAYMENT STATUS

OWNER CITY OF HARMONY
STANTEC PROJECT NO. 193804911
CONTRACTOR GENERATION X CONSTRUCTION LLC

CHANGE ORDERS

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	05/01/2020	06/04/2020	\$316,279.70	\$16,646.30	\$332,926.00
2	06/05/2020	07/09/2020	\$305,327.63	\$32,716.18	\$654,323.50
3	07/10/2020	08/06/2020	\$178,647.50	\$42,118.68	\$842,373.50
4	08/07/2020	09/04/2020	\$288,880.75	\$57,322.93	\$1,146,458.50
5	08/07/2020	09/04/2020	\$380,576.60	\$77,353.27	\$1,547,065.45

Material on Hand

Total Payment to Date	\$1,469,712.18	Original Contract	\$1,666,629.00
Retainage Pay No 5	\$77,353.27	Change Orders	
Total Amount Earned	\$1,547,065.46	Revised Contract	\$1,666,629.00

SOUND AND MEDIA SOLUTIONS

Sales Agreement

Sound and Media Solutions is a full-service Commercial Audio Video Integrator that designs and installs professional AV Systems. Through our cutting-edge technology, we offer a broad range of AV Solutions making us your one-stop-shop for Professional AV. We have proven reliability in our people and our products ranging from audio systems, video conferencing, multimedia presentation systems, background music and more.

Prepared For: City of Harmony

Prepared By: Eric Klingsporn
Email: eric@smsproav.com

Date: 9-1-2020

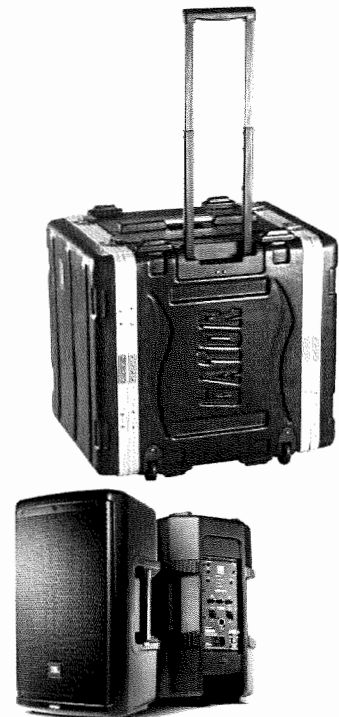
PROJECT DETAILS & OVERVIEW

Sound and Media Solutions (SMS) will custom build and provide a new portable PA System for the City of Harmony, MN. The portable PA System is designed to be used between two locations(meeting room and gym) as described by city administration. The PA System will be made up of a rolling hard rack case that houses the PA equipment. It will also have rolling speaker cases to allow for safe transport of speakers between locations. The Speakers will be able to be mounted to tripod stands that will come with their own carrying bag case. SMS will build the system in-house and deliver to the City of Harmony. At the time of delivery, SMS will setup the portable system and conduct a short training to demonstrate the ease and simplicity of the system to the designated city employee that will be responsible for the setup of the portable PA System.

Major Equipment:

- Four (4) Audio Technica Dual Wireless Mic System w 2 handheld Mics(total of 8 Mics)
- Eight (8) Audio Technica Mic Bases for use at City Meeting room(can be stored at City)
- One (1) Furman Power Conditioner
- One (1) Gator Rolling Gator Case 10U
- Two (2) Gator Rolling Speaker Cases
- Two (2) Gator Tripods and Carrying Case for Two Tripods
- Two (2) JBL Powered Speakers
- Two (2) RCI 3.5mm aux Jack in custom plate
- One (1) Biamp Nexia Digital Signal Processor
- One (1) Biamp RED - 1 Controller
- Two (2) SMS Custom Made 25' XLRM to Nexia
- Eight (8) SMS XLR Jumpers for Wireless Mics to Mixers

AC Power at sites is required and responsibility of the client.



NOTE on Sound System with non-Mood Media Music Source:

Sound and Media Solutions is not responsible for the reliability of any outside music sources not provide by SMS and Mood Media. Any troubleshooting of issues related to other music are subject to additional labor charges.

Customer Information

Site Address: 225 3rd Ave SW Harmony, MN 55939

Billing Address: 225 3rd Ave SW Harmony, MN 55939

Contact Name: Devin Swanberg

Phone: 507-886-8122

***Email:** administrator@harmony.mn.us

Email: administrator@harmony.mn.us

Cost Summary and Terms

Customer agrees to pay Sound and Media Solutions the sum of **\$ 11,428.69** (Price good for 30 days)

- Down payment of 20% required on installation jobs over \$5,000
- For installations taking more than thirty (30) days, SMS reserves the right to require reasonable progress payments.
- The price includes the system outlined above, any alterations or deviation from the system detailed in this Agreement involving extra materials or labor will be an additional cost to the CUSTOMER.
- The price does not include any applicable state and local sales tax.
- * Invoices will be sent to listed email address

AGREEMENT IS VALID EVEN IF UNSIGNED BY SOUND AND MEDIA SOLUTIONS

Customer acknowledges that he/she/it has read and understands the entire agreement, including all the terms and conditions on pages 1-3 and any attachments hereto and certifies that he/she/it is authorized to sign this agreement.

Sound and Media Solutions

Eric Klingsporn

SMS Representative

CUSTOMER

City of Harmony

CUSTOMER (Company Name)

Authorized Officer Signature

Authorized Officer Signature

Title

Date

Email

Date

Agreement dated 9-1-2020 by and between Sound and Media Solutions Inc. ("SMS" or "COMPANY") and Customer named above. COMPANY agrees to provide CUSTOMER, and CUSTOMER agrees to accept from COMPANY, at PREMISES, COMPANY'S service program, and the equipment, maintenance and other services (hereinafter collectively "SERVICES") as specified on pages 1 & 2.

Terms and Conditions

LIMIT OF LIABILITY AND DAMAGES: COMPANY SHALL NOT BE LIABLE FOR DELAY IN INSTALLATION OF THE EQUIPMENT OR SERVICE OR INTERRUPTION OF SERVICE DUE TO CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF COMPANY. IN NO EVENT WILL COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES.

For All Medical Applications and Services, Including, But Not Limited To, Nurse Call Or Patient Warden: CUSTOMER AGREES THAT COMPANY IS NOT RESPONSIBLE FOR PERSONAL INJURY OR OTHER LOSSES THAT ARE ALLEGED TO BE CAUSED BY IMPROPER OPERATION OR NON-OPERATION OF THE EQUIPMENT AND/OR SERVICE. CUSTOMER agrees that this Agreement limits COMPANY's liability to CUSTOMER unless COMPANY's actions are willful and wanton. Notwithstanding any contrary definitions found in any case law, CUSTOMER and COMPANY expressly agree that willful and wanton means conscious and intentional disregard of, or indifference to, the rights and safety of others. It is agreed that it would be impractical and extremely difficult to fix actual damages that may arise in situations where there may be a failure of equipment or services, due to the uncertain value. IN THE UNLIKELY EVENT THIS PROVISION IS FOUND TO BE INVALID FOR ANY REASON, AND ANY LIABILITY IS IMPOSED ON COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, IT WILL BE LIMITED TO SIX (6) TIMES THE SERVICE OR MAINTENANCE CHARGES PROVIDED ABOVE OR TWO HUNDRED FIFTY DOLLARS (\$250.00), whichever is greater.

INSURANCE: CUSTOMER agrees that COMPANY is not an insurer and that CUSTOMER shall obtain adequate insurance covering the equipment, personal injury and other damage or losses. **No Subrogation:** CUSTOMER does hereby for him/her/itself and other parties claiming under him/her/it, release and discharge COMPANY from and against all claims arising from hazards covered by CUSTOMER's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against COMPANY. CUSTOMER agrees that this section is not an exculpatory provision, but a risk shifting provision. It will apply to preclude any subrogation action without regard to COMPANY's conduct.

INDEMNITY: CUSTOMER shall indemnify COMPANY and hold it harmless from and against any and all losses, claims, and expenses relating to the equipment and/or service provided hereunder, including without limitation losses caused by accidental fire, theft, improper operation, or misuse of the equipment.

JOB SITE READINESS: If CUSTOMER has confirmed the job site is ready for installation and COMPANY arrives to do work to discover the site is not ready, CUSTOMER will be charged for the trip. If CUSTOMER requests devices to be installed in specific locations and COMPANY discovers a header or bracing is in the way the COMPANY is not responsible for damage, and additional fees may be incurred to change location of devices.

USE OF MUSIC SERVICES: CUSTOMER shall not transmit or permit the transmission of the Services by others or distribute the Services so as to be consumed outside the Serviced Premises. CUSTOMER shall not copy, record, dub, or transcribe the Services in any manner, as the Services may be copyrighted works. CUSTOMER shall not use the Services (i) to displace a live orchestra; (ii) as an accompaniment to dancing, skating, aerobics or other forms of physical activity or entertainment, or (iii) in those areas for which an admission fee is charged. CUSTOMER is responsible for Performance Fees, which may be associated with TV usage. CUSTOMER is responsible for Copyright and Programming Fees on music audio, which is broadcast through any TV. COMPANY pays for all other Copyright and Programming Fees covering the SERVICES provided by COMPANY. Any third party increase in Copyright or Programming Fees during this Agreement will be passed onto the CUSTOMER and considered separate from any other Price Increase.

INSTALLATION OF EQUIPMENT: CUSTOMER grants to COMPANY the right to install all necessary equipment for the SERVICES subject to any necessary third party approvals. CUSTOMER is solely responsible for obtaining any third party approvals for the installation of such equipment, and for all associated costs. CUSTOMER shall supply at CUSTOMER's expense adequate electrical power and necessary outlets, conduit or back boxes to affect installation. CUSTOMER bears all risk of loss to all leased and non-leased equipment as of the date that installation is substantially completed on the premises. CUSTOMER will provide a working internet network connection as needed for connection of our devices and will have the internet cables available in head end room on day of installation or agree to pay COMPANY additional fee for running any internet wires.

WIRELESS: CUSTOMER understands that the installation of wireless equipment may interfere with any frequency produced by any existing equipment already installed onsite and may result in equipment failure; additionally, CUSTOMER understands that other existing wireless devices may interfere with proper functioning of COMPANY's wireless equipment. If COMPANY is asked to pin point the devices creating the interference that the CUSTOMER agrees to pay for any troubleshooting and investigating.

TITLE AND SECURITY: the COMPANY retains title to, and ownership of, LEASED equipment. CUSTOMER shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose of or encumber any LEASED EQUIPMENT. CUSTOMER shall, upon expiration or earlier termination of this agreement, promptly return to COMPANY all LEASED EQUIPMENT in good condition (or pay full replacement value). Upon removal of the equipment, COMPANY shall not have to repair, replace or otherwise re-establish the Premises to their original condition. SUBSCRIBER agrees to execute all necessary documents to perfect COMPANY's security interest, and to provide proof of insurance if required by the COMPANY.

MAINTENANCE, CARE AND WARRANTY OF EQUIPMENT: If Maintenance Services have been purchased COMPANY will provide all parts and labor to maintain equipment exclusively limited to that resulting from ordinary and proper use. It does not include replacement of equipment, which will be supplied to CUSTOMER at COMPANY's prevailing rate. If Maintenance Services have not been purchased, CUSTOMER shall pay COMPANY its usual labor and equipment repair charges after the end of the Warranty Period. COMPANY agrees to warrant the OWNED EQUIPMENT to be free from original defects in material and workmanship for a period of one (1) year after install at the given premises. CUSTOMER grants COMPANY reasonable access to maintain as necessary and to comply with COMPANY'S obligations stemming from this agreement. COMPANY's obligations under this section are in lieu of all other warranties, express or implied relating to the equipment, including implied warranties, of merchantability and fitness for a particular purpose.

SMS HOURS OF WORK: It is mutually agreed that SMS's obligations under this Agreement shall be performed between the hours of 8:00 A.M. and 4:30 P.M. exclusive of Saturdays, Sundays and holidays. If CUSTOMER requests service or inspection at any other time scheduling such appointment will be at the discretion of SMS, CUSTOMER agrees to pay the then current overtime rates charged by SMS. SMS does not offer emergency after hour's service.

MEDIA: If SERVICES are provided by on-premises media such as compact disks, DVD's, hard drives, flash drives, etc., the media will be mailed, downloaded, or delivered to CUSTOMER and COMPANY shall promptly replace or remedy without charge any media that is defective upon receipt. CUSTOMER shall return all media at the time and in the manner designated by COMPANY and shall pay COMPANY the replacement value of each media that is not returned or in damaged condition. Under no circumstances shall title to the media pass to CUSTOMER, and CUSTOMER shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose of or encumber the media.

OTHER CHARGES, FEES, AND TERMS: CUSTOMER agrees to pay COMPANY all Federal, State, and Local taxes, excises, permits, and fees as all dollars in this document are pre-tax. All charges after the down payment are Net 30 days of invoice. A late payment charge may be made on the past due balance. All shipments of Digital Media (including, but not limited to, compact disks and DVD's) are FOB COMPANY's distribution facilities. CUSTOMER shall pay any necessary charges for telephone-line, ISP, satellite, or data associated with the provision of the SERVICES. CUSTOMER shall pay a fee for each reconnection of the SERVICES following a cancellation due to non-payment or for any other reason.

CUSTOMER DEFAULT: In the event of CUSTOMER'S default or violation of this Agreement, the balance of monies due for the unexpired term of this Agreement shall become immediately due and payable at the option of the COMPANY. COMPANY shall have the right, without notice, to enter the Serviced Premises of CUSTOMER and remove the equipment and any media and discontinue the Services. If COMPANY is required to bring legal action to enforce this Agreement, all legal fees and costs incurred in connection with such action shall be borne by the CUSTOMER. Further, any sale, transfer, closure or change in location of CUSTOMER's business by the CUSTOMER herein designated shall not reduce, eliminate or otherwise affect its obligation under this Agreement.

ASSIGNMENT: CUSTOMER may not assign this Agreement without the prior written consent of COMPANY. COMPANY may assign this Agreement or subcontract any of its obligations under this agreement without notice to CUSTOMER.

GENERAL: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements. No modification of this Agreement shall be valid unless made in writing and properly signed by each party. The provisions of this Agreement are severable, if any clause or provision shall be held invalid or unenforceable, in whole or in part, then such invalidity shall attach only to such clause or provision, or part thereof, and shall not affect any other clause or provision. The COMPANY shall have the right to modify or terminate this Agreement in the event that any license agreement applicable to the COMPANY's provision of the Services (including those with any Copyright Agency or Franchisor) is modified or terminated.



A Copperhead Company

PO Box 1081 Monticello, MN 55362
Ph 877-544-2700 Fax 763-271-3694

Quote

Date	Quote #
9/14/20	10624

Name / Address
City of Harmony Brian Michel

Ship To
City of Harmony Brian Michel

Terms	FOB
Net 30	Warehouse

Item	Description	Qty	Cost	Total
CI-vLoc3 Pro-5 Watt Kit	Vivax-Metrotech vLoc3-Pro 5-Watt Kit, Includes, vLoc3Pro Receiver with carry bag, 5 watt transmitter ALKALINE batteries, connection leads, ground stake, 5-inch signal clamp, and manual.	1	4,346.00	4,346.00
CI-vLoc3-Pro 5-Watt Kit LI	or Vivax-Metrotech vLoc3-Pro 5-Watt Kit, Includes, vLoc3Pro Receiver with carry bag, 5 watt transmitter LI-ION rechargeable battery, connection leads, ground stake, 5-inch signal clamp, and manual.	1	4,849.00	4,849.00
Shipping	Shipping & Handling	1	110.00	110.00
	Training Included Lead Time 7-10 Business Days			

Thank you for your business. Quote pricing is valid for 90 days.

ATTENTION: Copperhead Innovations has changed its name to Utility Logic. Please update your records.



VIVAX
METROTECH

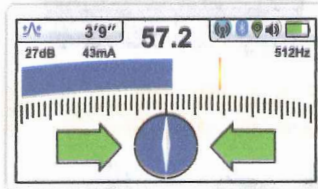
vLoc3-Pro

UTILITY LOCATOR

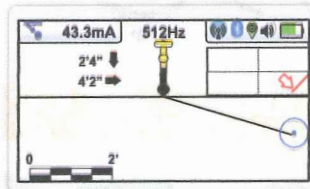
- Color-coded EM distortion warnings
- Offset locate modes - Vector and Plan View
- Optional receiver/transmitter link
- Cloud-based data warehousing
- Internal data logging
- Optional Bluetooth connectivity

The vLoc3-Pro utility locator introduces new innovative tools for locating buried utilities assuring damage prevention while gathering information for analysis. With two sets of screened 3D antennas signal distortion is easily detected and displayed on the bright full color display. Along with classic locate screens the vLoc3 series locators offer new locate perspective screens of Vector Locate for fully automatic non-walk over locating, Transverse Graph showing both peak and null simultaneously providing immediate measurement of signal distortion, Plan View showing the relative orientation of the cable at any angle, and a new graphical Sonde screen with guidance arrows leading to the sonde location even when it is vertical.

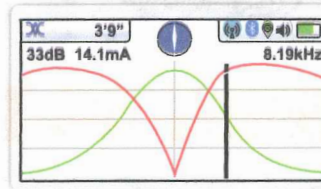
The highly user configurable vLoc3 series contains eight passive locate modes, fault-find mode, SD (showing direction of outgoing current), and a range of configurable frequencies from 16Hz to 200 kHz. Visual and mechanical vibration alerts can also be configured by the user providing warnings for shallow depth, overload, overhead cables, and excessive swinging. Plug-in-play options for the receiver include optional Bluetooth module usable with external GPS devices and MLA (marker locator adapter) to locate buried markers.



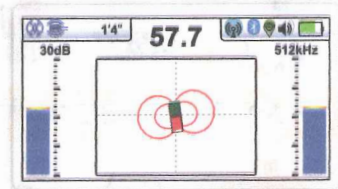
Classic Screen - as in previous vLoc locators, with the addition of three color-coded distortion levels



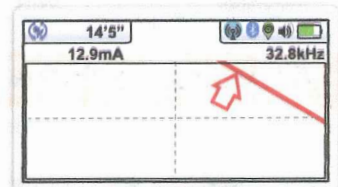
Vector Locate - shows orientation, line position, and distance relative to the locator in 3D



Transverse Plot Screen - is used to display the peak and null to compare distortion shape



Sonde Screen - arrow guidance showing direction to the sonde and depth of cover



Plan View Screen - displays the theoretical line in 2D from above ground in omnidirectional mode

Alkaline and Li-ion Batteries

- Alkaline = typically 12-hours intermittent use
- Li-ion = typically 27-hours intermittent use

USB Data Port

- Update the receivers firmware
- Download datalogs

Accessory Port

- Remote Stethoscope Antenna
- A-Frame Fault locator
- Vehicle charging lead
- Charge Li-ion battery

Antenna Configuration

- Two sets of 3D Antennas
- Omnidirectional antenna array



Optional plug-in MLA marker locator

Tx-Link remotely controls transmitter functions from receiver
300m/985ft.



Ultra Bright LCD

- High visibility 4.3"/10cm LCD
- Auto backlight

Module Compartment

- Optional plug-and-play Bluetooth module

Data Logging

- 50 Million record internal storage
- GPS coordinates (if Bluetooth active)
- Download data with MyLocator app
- Access data VMMMap Cloud app

Construction

- High impact ABS plastic construction
- IP65 and NEMA 4 rating
- Lightweight at only 4.6lbs / 2.1kg

Harmony EDA Minutes

October 1, 2020
7:30 AM

Community Center
Council Room

Present: Steve Donney, Andy Batstone, Kerry Kingsley, and Steve Sagen

Also Present: Devin Swanberg and Chris Giesen

The regular meeting was called to order at 7:41 AM by Andy Batstone

Minutes

The board reviewed the minutes of the September 3, 2020 meeting. Motion by Kingsley, second by Sagen to approve the minutes as presented. The motion carried unanimously.

Financial Reports & Claims

Because it was the first of the month, the loan schedule would not be updated with October payments yet. Giesen reported that two businesses had recently paid their loans in full and a third was scheduled to make their final payment in October. Batstone suggested advertising the availability of the loan fund online, noting that many businesses start during downturns in the economy similar to what is currently happening.

Industrial Park Phase III Property Maintenance

Donney entered the meeting at 8:50 AM.

The board discussed the property maintenance of the phase III industrial park property the board purchased last year. It is currently planted with corn but will likely not be planted with a crop next year. The board must decide how to maintain the property so that it doesn't become overrun with weeds next year. Consensus of the board was to see if a prospective park tenant might be interested in utilizing the property as a test crop plot for their business, which might help convince the prospect to buy a lot in the industrial park too. Giesen said he would reach out and discuss with the prospect. If the prospect is not interested, the board suggested that Giesen determine the cost of planting grass seed and see if the current farmer would be willing to trade this year's rent due for planting seed. The board agreed that this would be an ongoing discussion but that either option would be more efficient and beneficial than having to hire out planting grass seed or letting the property be overrun with weeds.

Dairyland Project

Giesen reported that Dairyland had informed him that they tentatively found a suitable location in Harmony for their maintenance facility project, although not in the industrial park. The business is currently conducting soil testing to determine suitability of the site and hope to build in the spring of 2021.

Giesen presented a memo outlining two documents that would act as a framework for moving forward with the numerous approvals required for the project to move forward. One document outlined the estimated timeline of governmental approvals for items including annexation, TIF, and engineering. The second document was to serve as a basis for a master development agreement that would be approved later this winter once the project is fully defined. The board reviewed the documents and discussed the project. Giesen explained that like the last iteration of the project the city would be extending

public infrastructure to the site and utilizing TIF to pay for the expense. He noted that he had discussed the documents with the board chair prior to sharing the documents with Dairyland, and that both the board chair and Dairyland were agreeable with the outlines. He also noted that MiEnergy was willing to honor the 0% loan it awarded for the project last year for the new project, and that depending on the new project layout the State of Minnesota may still be able to honor the BDPI grant that was awarded for the former iteration of the project, too.

The board expressed their excitement that Dairyland was still interested and found a potentially new location in Harmony. They agreed that this is a wonderful project for the community, that they are happy to be able to provide support. Motion by Donney, second by Sagen to recommend that the city council approve the estimated approval timeline and memorandum of understanding for the proposed Dairyland project, as presented. Motion carried unanimously.

Experience Harmony Goals

The board reviewed the Experience Harmony Goals and noted that they had marked as “complete” the goal of creating a residential rehabilitation program.

Chamber of Commerce Report

There was no chamber of commerce report.

Prospects/Community Update

Giesen briefly discussed prospects. He said that there was still interest in the industrial park from a strong prospect and that he has been having some initial conversations on various projects related to downtown businesses. He noted that the conversations were still very preliminary and more fact finding, in nature on part of the business owners.

Other Business

There was no other business.

Motion by Donney, second by Kingsley to adjourn. The motion carried unanimously. The meeting adjourned at 8:36 AM.

The next regular meeting is scheduled for November 5, 2020 at 7:30 AM at the Community Center.

Harmony Economic Development Authority

Dairyland Power Cooperative Expansion Project Estimated City Project Approval Timeline

September 17, 2020

Needed Now:

1. Site plan, survey, and legal description to be sent to EDA staff.
2. Dairyland to finalize building plans and valuation estimation form to be sent to EDA staff.

Upcoming:

1. Assistance request letter from Dairyland (to fill requirement for subsidy law, TIF, and BDPI State grant).
2. Annexation hearing – _____ (township) & _____ (city). Administrative law judge then has 30 days to review and issue ruling.
3. Zoning, plat, amendment to municipal development district – Date _____ (late) January 2021. Harmony Planning & Zoning Commission.
4. Business Subsidy Law Public hearing - _____ (estimated February 2021). City Council.
5. Tax Increment Financing (TIF) public hearing – _____ (estimated February 2021). City Council.
6. Development Agreement final approval – _____ (estimated February 2021). City Council.
7. Bids awarded for public infrastructure – _____ (estimated March 2021).

MEMO**To: Harmony EDA****Date: October 1, 2020****From: Chris Giesen****RE: Dairyland Power Project – Development Agreement Memo of Understanding**

Dairyland Power Cooperative has indicated that they are purchasing about 10 acres of property directly north of Wickett Drive NW. This property will need to be annexed into the city and have public utilities extended to it.

Similar to last year when we considered a comparable project in the industrial park, a mutually agreeable development agreement must be executed. The EDA and City Council will be asked to approve a development agreement with the following material terms:

City/EDA agrees to:

1. At no cost to Dairyland Power, extend water, and sewer to the south line of the new Dairyland site adjacent to the Wickett Drive and County Road 22 intersection, along with extending electrical services to the meter of the building. Construction of such extensions starting in 2021.
2. Establish a tax increment financing district (TIF) for the benefit of the project.
3. Approve a business subsidy agreement between the City/EDA and Dairyland Power, if applicable.
4. Annex and properly plat and zone the proposed Dairyland project site, where applicable.
5. Make every effort to move forward with approvals in a timely fashion.

Dairyland Power agrees to:

1. Agree to build the proposed facility by December 31, 2023 which must have a taxable value of at least \$_____.
2. Extend water, sewer, and gas from the south property line of the project site to the building site at Dairyland's sole cost.
3. Abide by the Minnesota Business Subsidy Law, if applicable, which includes items such as a public hearing, setting job and/or wage goals, and annual reports until the goals are met.
4. Pay the following development fees:
 - a. Zoning Permit - \$200
 - b. Water Connection - \$300
 - c. Sewer Connection - \$500
 - d. Electric Connection - \$500
 - e. MPCA Storm Water – TBD, up to developer to acquire from State of Minnesota.

Additional Notes (dates are estimates at this point):

1. Completion of annexation is anticipated in January or early February 2021 and must be completed prior to the creation of a TIF district.
2. The earliest a TIF district could be approved is January or early February 2021.
3. The business subsidy hearing and agreement, if required, would be approved along with the TIF district in January or early February 2021.
4. A formal development agreement with these material terms can be considered for approval immediately after the TIF district and subsidy agreement (if required) are approved.
5. The City/EDA plan to consider approval of the TIF, business subsidy agreement (if required), and development agreement at the same meeting in January or early February 2021.

City of Harmony Arts Board Meeting Minutes
Tuesday, September 15, 2020
Community Center Building Meeting Room
225 3rd Ave SW, Harmony, MN 55939

Meeting called to order by Chairperson Lori Slindee at 7:10 P.M.

Present: Lori Slindee, Lynn Mensink, Gerri Nielsen, Kylie Fenton, Lu Ommen, Susie Hahn

Absent: no one

Guest: Devin Swanberg

Secretary's report of minutes of the last meeting (January 2020) was reviewed.

Financial report reviewed. Lori suggests that Devin look into our licensing spending. It's required that the City pay the licensing fee. Look at last year's 1st quarter's expenditure reports for the name of this licensing. Devin says we haven't spent much this year. Approximately \$6,500 is still our regular annual budget (that includes the meeting stipends)

Introductions. Our new city administrator—Devin Swanberg--met the arts board members and heard what they enjoy about arts board and arts in Harmony. Devin has an arts background from school days and his time in Pine Island.

OLD BUSINESS

Musician statues. Slim has called the City of Harmony and says he wants the statues back since they are deteriorating badly. He previously took away the hobo statues. The musician statues (4) are city property, via his grant supported by Harmony Arts Board. Status of statues: the Harmony Foods statue is at the city shop (safety issue). The Cancer Survivor park statue still stands. The one in front of Batstone CPA and the one in front of the village voting hall were both taken by Slim. Devin will check grant language to see if there is instruction on how long they need to stay in place. Ralph Schansberg is willing to look at the two remaining statues for repairs. Does Harmony Foods want it back there? Discussion was had to put money into fixing it or not. Lynn Mensink made a motion to NOT put any Harmony Arts Board \$ toward the statues. Lu Ommen seconded. Motion passed.

Devin will check the grant language to be sure we're not infringing on the future of the statues and the mission of the project.

NEW BUSINESS

- New student member consideration—Joe Liew. Kylie will check with him at school on Wed. We will invite him to a future meeting and proceed to recommend his appointment to the Arts Board by the City Council.

- *Wednesday update—Kylie and Gerri both talked to Joe who would like to become an Arts Board member.

OTHER BUSINESS

- Campus and Kool Aid event. Tabled until COVID-19 improves.
- Poetry Slam. Tabled until COVID-19 improves.
- \$400 sponsorship for Riverside Concert series, bringing musicians to perform at the Fillmore Central Elementary School on March 3, 2020. Event did take place before COVID-19 shutdowns. Kids and staff enjoyed this event.
- Eunie Biel's SE MN Council grant for Emerging MN Artist report. Most opportunities (person-to-person) were canceled. Has done some painting classes with Joni Finnegan. She is operating under grant time-frame. She is still planning a back-room show at Estelle's in June 2021. The Arts Board is sponsoring this event in support of the grant program. Approximate proposed budget--\$300 in advertising and Estelle's.
- Senior Fine Arts Student Scholarship from Harmony Arts Board last spring was delivered to Ellie Liew last May.
- \$25.00 Membership payment to the Minnesota Citizens for the Arts. Devin will check to see if this membership was paid this year.
- Financial question answered by Devin—generally we need to spend the budgeted money in the year of the budget; we can't carry it over to the next year.
- Next year Harmony will celebrate the delayed 125th community anniversary. It might be fun to get a group together with music (songs), theatrical (skit), computer skills (for slideshow), etc. We can't afford something big on our budget. Other towns (Chatfield) have done that with big budgets that were donated by businesses. Maybe put out a survey on the Facebook page to see what kind of talent is available to be in some type of talent show or pageant with a Harmony theme.
- Winter idea—Holiday lights and decorations contest. Maybe can co-sponsor with the Chamber. Patrons can stay socially distant in their cars to look at lights and decorations. Families can have a reason to make yards beautiful--prizes. Celebrate the completed streets too! We can make a map of contestants and offer bigger prizes to make it worth the work. Can coincide with Chamber businesses tree lighting in Selvig Park. Lori will talk to Melissa VP about what the Chamber is doing for park lighting. Possible budget—prizes: \$300, \$150, \$50 (\$500) and advertising (\$250) for total of \$750. Prizes should come under the Chamber label. Lynn moved to set aside \$750 toward a Harmony Holiday Light Contest (in connection with Chamber). Kyli seconded. Motion carried.
- Selfie station paintings or vinyl wraps—possible locations were reviewed. Jim Lutes Insurance north side (near Estelle's) and Fit Express north side. Can be a big money generator for the town. There is a Paint the Town Grant from SMIF that will pay for paint for murals. High school kids could be involved in designing wraps.

Next board meeting: Tuesday, November 17, 2020, at 7:00 P.M. in the meeting room at the community center.

Adjournment: Adjourned at 8:10 P.M.

Minutes respectfully submitted by Gerri Nielsen, Secretary



**Office of the
FILLMORE COUNTY SHERIFF**

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

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

Date: October 1, 2020

To: Harmony City Council

From: Jason Harmening, Deputy Sheriff
John DeGeorge, Fillmore County Sheriff

Re: October 2020 Monthly Council Report

Calls for Service / Patrol Activity:

Reported Date	Title	Street Name
2020-09-01	Alarm	3RD AVE
2020-09-02	Gas Drive Off	MAIN AVE
2020-09-02	Civil	MAIN AVE
2020-09-06	Suspicious Activity	4TH ST
2020-09-10	Harassment	2ND AVE
2020-09-10	Parking Complaint	MAIN AVE
2020-09-10	Alarm	3RD AVE
2020-09-10	911 Hang Up	3RD AVE
2020-09-12	Driving Complaint	HWY 52
2020-09-13	Suspicious Activity	1ST AVE
2020-09-16	Court Order Violation	
2020-09-16	Harassment	2ND AVE
2020-09-17	Parking Complaint	2nd STREET
2020-09-19	Fraud/Scam	3RD ST
2020-09-19	Suspicious Activity	CENTER ST
2020-09-21	Ambulance	2ND AVE
2020-09-21	Fraud/Scam	MAIN AVE



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Emergency Dial 911
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2020-09-21	Assist	MAIN AVE
2020-09-21	Animal Complaint	2ND AVE
2020-09-22	Bad Check	MAIN AVE
2020-09-22	Traffic	HWY 52
2020-09-24	Information	
2020-09-25	Ambulance	MAIN ST
2020-09-27	Death	3RD ST
2020-09-28	Ambulance	331ST AVE
2020-09-28	Ambulance	331ST AVE
2020-09-29	Ambulance	2ND AVE
2020-09-29	Traffic	HWY 52
2020-09-29	Funeral Escort	1st AVE
2020-09-29	Traffic	HWY 52
2020-09-30	Welfare Check	MAIN AVE
2020-09-30	Welfare Check	MAIN AVE
2020-09-30	Traffic	2ND ST
2020-09-30	Alarm	4TH AVE