

**AGENDA**  
**HARMONY CITY COUNCIL**  
**HARMONY ECONOMIC DEVELOPMENT AUTHORITY**  
**Regular Meeting**

February 9th, 2021  
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
5. New Business
  - a. Awarding Splash Pad Infrastructure Project
  - b. Approval of the 2021-23 Union Contract
  - c. Kwik Trip Liquor License
  - d. Fillmore County Services – 2021 Ambulance Subsidy Contract
  - e. Resolution of Support for Local Government Aide
  - f. Fire Truck Pre payment
6. Reports
  - a. Building & Maintenance Report
    - A. Replacement for F350 Truck
  - b. EDA Board
    - A. Loan Approvals
  - c. Park Board
  - d. Library Board
  - e. Arts Board
  - f. Sheriff Report
7. Adjourn



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1. Call to Order
2. Roll Call
3. Public Forum
4. Consent Agenda
  - a. Minutes – Attached
  - b. Claims – attached and more at meeting
  - c. Administrator Report – Attached to packet
  - d. Financial Report – At meeting
  - e. CD
5. New Business
  - a. Awarding Splash Pad Infrastructure Project
    - A. Attachment of the bids
  - b. Approval of the 2021-23 Union Contract
  - c. Kwik Trip Liquor License
    - A. Application attached to packet
  - d. Fillmore County Services – 2021 Ambulance Subsidy Contract
    - A. See attachment
  - e. Resolution of Support for Local Government Aide
    - A. Resolution 21-05
  - f. Fire Truck Pre payment
6. Reports
  - a. Building & Maintenance Report
    - A. Replacement for F350 Truck – State Bid price at meeting
  - b. EDA Board
    - A. Loan Apps for Hotel and A Cut Above the Rest
    - B. Minutes
  - c. Park Board
  - d. Library Board
  - e. Arts Board
    - A. Minutes of Meeting
  - f. Sheriff Report – Attached
7. Adjourn



JANUARY 12, 2021

REGULAR MEETING

HARMONY CITY COUNCIL

A Regular meeting of the Harmony City Council was called to order by Mayor Steve Donney at 7:00 PM. Present were Mayor Donney, Councilmembers Tony Webber, Steve Sagen, Jesse Grabau and Domingo Kingsley; Attorney Greg Schieber, Administrator Devin Swanberg, Terry Bigalk, Corey Whalen, Hannah Wingert, Chris Giesen, Jerome Illg, Jessica Bahr, Brad Thatcher, and Samantha Grabau.

**PUBLIC FORUM:**

No one appeared.

**CONSENT AGENDA:**

Motion by D. Kingsley and seconded by J. Grabau to approve the Consent Agenda which consisted of the minutes to the December 8, 2020, Council Meeting, the Claims, Administrator's Report, Financial Report, Cashing CD #44303 in to the General Fund and purchase of 4 new CDs, Sheriff's report, and debt payments report. S. Sagen requested an update on the new Harmony Ambulance rig and an update was provided by S. Grabau.

**ANNUAL APPOINTMENTS:**

T. Webber – Mayor Pro-Tem

Personnel – D. Kingsley and S. Sagen

EDA – Attorney, Greg Schieber

Park and Arts – J. Grabau

Library – D. Kingsley

Fire Relief Board and Utilities Commission will remain the same.

Mayor Donney advised and encouraged the new council members to reach out to either himself or Administrator Swanberg should they have any questions or need any further guidance.

All present voted yes to the above, motion carried.

**NEW BUSINESS:**

**SPECIAL HEARING: ORDINANCE 149 AND RESOLUTION 21-02**

Mayor Donney opened the Special Hearing at 7:09 p.m. Mr. Thatcher inquired about the impact to township and city taxes. G. Schieber explained the annexation and process of annexation/taxes for Dairyland to be within Harmony city limits. C. Giesen highlighted the project and the anticipated 4 jobs to be created along with a nearly \$2.2 million dollar tax base brought to the city by this annexation. Mayo Donney closed the special hearing for Ordinance 149 and Resolution 21-02.

RESOLUTION 21-02 was presented: A MODIFICATION OF MUNICIPAL DEVELOPMENT DISTRICT, NO. 1, THE APPROVAL OF THE MODIFIED DEVELOPMENT PORGRAM THERETO. Motion by S. Sagen to accept and seconded by T. Webber to adopt the ordinance modification and resolution.

Voting for the Resolution was: T. Webber, J. Grabau, S. Sagen, S. Donney and D. Kingsley.

Voting against the Resolution was: No one.

Abstaining from voting was: No one.

Absent from voting was: No one.

Motion passed and Ordinance 149 and Resolution 21-02 were adopted.

**WRITE-OFF UNCOLLECTABLE DEBTS:**

Administrator Swanberg explained the bad-debt write-off and requested a motion to approve the write-off as well as acceptance of Resolution 21-03. Motion to approve the write-off by J. Grabau and D. Kingsley. Resolution 21-03 was adopted.

**COMPLETE GO BOND 2013 PAYOFF:**

Administrator Swanberg requested council approval to payoff GO Bond 2013B to assist in lowering the levy. Administrator Swanberg stated he would work with Mike Bubany and the appropriate course to pull funds from, general, etc. T. Webber motion and second by J. Grabau, motion carried.

**BUILDING & MAINTENANCE:**

Administrator Swanberg reviewed the technology capabilities to livestream council meetings on YouTube or other media platforms and this would allow for more community involvement/engagement. Administrator Swanberg explained that YouTube is a platform that would allow comments to be turned off versus other platforms and other cities are also utilizing this platform to get their information out to their citizens. Administrator Swanberg asked the council for the ability to explore and test platforms, see how the process would work, and then report back to the council before proceeding. Council approved proceeding with testing social media platforms to give citizens more access to the council meetings.

**EDA REPORT:**

Board was recommending continuing the Housing Incentive Program. Motion by J. Grabau and seconded by S. Sagen to renew the 2021 Housing Incentive. Mayor Donney added other brackets have been added to include remodeling which provides a significant tax increase. All present voting yes. Motion carried.

Dairyland Project update was provided by C. Giesen and asked any citizens or council members to reach out to him with any further questions or concerns. C. Giesen indicated that the city is applying for a new grant to help cover infrastructure costs. Total infrastructure cost is approximately \$630,000, which will be covered through the grant and TIF district funding. Requested approval of Resolution 21-04 to apply for the grant to offset infrastructure costs. Motion by J. Grabau and second by D. Kingsley to apply for the grant, motion carried.

Trash to treasure update – Administrator Swanberg indicated he did reach out to Waste Management with regard to a trash to treasure day. Waste Management does this on a per ton basis. Will review this finding at the next EDA meeting.

**LIBRARY REPORT:**

Will report at next meeting.

**ARTS BOARD:**

Meets next week.

**PARK BOARD:**

Did not meet, will meet in March.

SHERIFF REPORT:

Reviewed.

PERSONNEL COMMITTEE:

Administrator Swanberg updated the council on the union contract negotiations and the possibility of a special meeting by end of the month. COLA recommendation of 2.5%. J. Grabau wanted clarification if this included union as well since the contract was not settled yet. Clarification for COLA to be set at 2.5% for non-union employees. Motion by Mayor Donney and seconded by S. Sagen to do 2.5% COLA for non-union employees for 2021.

Administrator Swanberg presented on behalf of the Personnel Committee a request to remove S. Grabau from her 6-month probationary period pending a positive review no later than January 22. Motion by S. Sagen and second by D. Kingsley, abstaining was J. Grabau, motion passed.

OTHER BUSINESS:

Councilmember D. Kingsley questioned if the speed signs on either end of town were working as they did not light up or flash when coming into town. C. Whalen stated that they are working, but they only light up and flash when approaching at 40 miles per hour or less. C. Whalen stated he was under the impression there was computer software needed to adjust the signs. Mayor Donney requested C. Whalen look into the cost of this. Administrator Swanberg said he would check up on the speed study and what the status of that is at this time. Councilmember D. Kingsley thanked everyone for the update.

Upon no further business, Mayor Donney adjourned the meeting.

Mayor Steve Donney

Samantha Grabau, Accounting Clerk

**CITY OF HARMONY**  
**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 pensions	\$254.75
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	ELAN FINANCIAL SERVICES	Notery stamp-Samantha Grabau	\$35.44
General Fund	Taxes, Licenses & Permits	ELAN FINANCIAL SERVICES	Notery Renewal-Samantha Grabau	\$120.00
General Fund	Telephone	GOVOFFICE LLC	Telephone	\$100.00
General Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly phone service-Civil Defense	\$41.13
General Fund	Building Repair Materials	DALCO	battery for scrubber	\$280.77
General Fund	Cleaning Supplies	DALCO	cleaning supplie	\$26.88
General Fund	Cleaning Supplies	SUPERIOR CHEMICAL CORP	cleaning supplies	\$249.21
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Comm Ctr	\$2,499.42
General Fund	Gas Utilities	MINNESOTA ENERGY	monthly service-Comm Ctr	\$622.40
General Fund	General Operating Supplies	HARMONY FOODS	distilled water for batteries	\$1.09
General Fund	General Operating Supplies	KINGSLEY MERCANTILE	batteries/cleaner/lighter	\$18.97
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chevy pickup	\$23.15
General Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Chevy pickup	\$17.12
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Comm Ctr	\$46.56
General Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly phone service-Comm Ctr	\$219.11
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-Comm Ctr	\$30.98
General Fund	Printed Forms	FILLMORE COUNTY TREASURER	Audit Packet compiled for 2020 Audit	\$100.00
General Fund	Software Service Fees	BANYON DATA SYSTEMS	software support	\$990.00
General Fund	Contractual Services	BRUENING ROCK PRODUCTS, INC	snow removal1/25/21	\$847.50
General Fund	Contractual Services	BRUENING ROCK PRODUCTS, INC	snow removal1/14/21	\$1,610.00
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	gas/diesel-1 ton skid loader/plow	\$336.76
General Fund	Repair/Maint Vehicles	HEGG TRUCK & TRAILER REPAIR	Altenator repair on old Plow truck	\$452.17
General Fund	Contractual Services	FILLMORE COUNTY SHERIFF	4th Qtr Sheriff Contract	\$28,337.05
General Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Squad	\$382.12
General Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly phone service-Comm Ctr	\$41.43
General Fund	Building Repair Materials	Nolan Lumber Company	overhead door rollers	\$55.30
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Shop	\$300.29
General Fund	Gas Utilities	MINNESOTA ENERGY	monthly service-Shop	\$273.85
General Fund	General Operating Supplies	KINGSLEY MERCANTILE	bulbs/screws/power steering fluid/batterie	\$45.95
General Fund	General Operating Supplies	MISSISSIPPI WELDERS SUPPLY CO	oxygen cylinder/compressed air	\$56.73
General Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	pliers	\$5.49

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Fund Descr	Object of Expense	Vendor	Comments	Amount
General Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly internet service-Shop	\$44.95
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-Shop	\$19.74
General Fund	Equipment Parts	HAMMELL EQUIPMENT	fitting/coupling/hose	\$67.70
General Fund	Motor Fuels/Lubricants	HAMMELL EQUIPMENT	10-30 Oil	\$49.70
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-1 Ton pickup	\$73.64
General Fund	Taxes, Licenses & Permits	FILLMORE COUNTY TREASURER	2020 Sp Assessment fee for new pjt	\$50.00
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Vis Ctr	\$113.86
General Fund	Gas Utilities	MINNESOTA ENERGY	monthly service-Vis Ctr	\$355.46
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chevy pickup	\$23.15
General Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Chevy pickup	\$17.11
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Vis Ctr	\$22.84
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-Vis Ctr	\$15.34
Fund 101 General Fund				\$43,249.11
Fund 211 Library Fund				
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	audio books on CD	\$272.16
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	audio books on CD	\$24.74
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	audio books on CD	\$57.72
Library Fund	Media-Books	BAKER & TAYLOR	books	\$39.08
Library Fund	Media-Books	BAKER & TAYLOR	books	\$167.53
Library Fund	Media-Books	BAKER & TAYLOR	books	\$30.14
Library Fund	Media-Books	PENWORTHY COMPANY	Children's books	\$222.33
Library Fund	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$364.96
Library Fund	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$64.96
Library Fund	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$205.86
Library Fund	Media-Video	AMAZON CAPITAL SERVICES	DVD	\$18.29
Library Fund	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$37.90
Library Fund	Office Accessories	ELAN FINANCIAL SERVICES	Pens (sales tax reimbursed with cash)	\$14.35
Library Fund	Office Accessories	QUILL CORPORATION	copy paper	\$90.80
Library Fund	Office Equip	AMAZON CAPITAL SERVICES	Office Chair	\$351.98
Library Fund	Program Supplies	AMAZON CAPITAL SERVICES	Background for bulletin boards	\$30.89
Library Fund	Program Supplies	AMAZON CAPITAL SERVICES	Background for bulletin boards	\$53.00
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	\$40.59
Library Fund	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	basic services and Tech Support	\$605.72
Library Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly phone service-Library	\$45.89
Fund 211 Library Fund				\$2,782.89

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Fund 222 Fire Fund				
Fire Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas/diesel	\$67.96
Fire Fund	Repair/Maint Machinery/Equip	ALEX AIR APPARATUS, INC	compressor service & air quality test	\$935.00
Fire Fund	Repair/Maint Vehicles	IRONSIDE TRAILER SALES & SERVI	replace door shocks on rescue rig	\$527.36
Fire Fund	Small Tools and Minor Equip	ELAN FINANCIAL SERVICES	programmer for pagers	\$35.30
Fire Fund	Building Repair Materials	KINGSLEY MERCANTILE	toilet for Womens bathroom-Firehall	\$277.79
Fire Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Firehall	\$288.10
Fire Fund	Gas Utilities	MINNESOTA ENERGY	monthly service-Firehall	\$275.45
Fire Fund	Repair/Maint Bldg/Structures	PRESTON EQUIPMENT CO.	service generator	\$382.19
Fire Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Firehall	\$21.51
Fire Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly phone service-Firehall	\$95.38
Fire Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-Firehall	\$14.46
Fund 222 Fire Fund				<u>\$2,920.50</u>
Fund 223 Ambulance Fund				
Ambulance Fund	Financial Services Fees	EXPERT T BILLING	Billing services for Dec 2020	\$280.00
Ambulance Fund	General Operating Supplies	ELAN FINANCIAL SERVICES	stylets for laptop	\$11.48
Ambulance Fund	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	C Paps/ AED Cartridges	\$269.97
Ambulance Fund	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	Nitrile gloves	\$231.80
Ambulance Fund	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	N95 Masks	\$56.98
Ambulance Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	diesel-Amb	\$335.76
Ambulance Fund	Small Tools and Minor Equip	ELAN FINANCIAL SERVICES	programmer for pagers	\$35.30
Ambulance Fund	Taxes, Licenses & Permits	CLIA LABORATORY PROGRAM	CLIA licensure 2 yr	\$180.00
Ambulance Fund	Taxes, Licenses & Permits	ELAN FINANCIAL SERVICES	NREMT renewal Jesse Grabau	\$20.00
Ambulance Fund	Taxes, Licenses & Permits	SCHANSBERG, EILEEN	reimbursed for CPR Cards-Amb	\$75.00
Ambulance Fund	Training Fees	ELAN FINANCIAL SERVICES	EMS Leadership Course	\$160.00
Ambulance Fund	Training Fees	ELAN FINANCIAL SERVICES	HSI CPR instructor renewal-J Grabau	\$20.00
Fund 223 Ambulance Fund				<u>\$1,676.29</u>
Fund 251 Park Fund				
Park Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Parks	\$177.85
Fund 251 Park Fund				<u>\$177.85</u>
Fund 261 Arts Fund				
Arts Fund	Program Services	FILLMORE CENTRAL SCHOOLS	Donation to the Ceramics/Kiln program	\$500.00
Fund 261 Arts Fund				<u>\$500.00</u>
Fund 601 Water Fund				



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Fund Descr	Object of Expense	Vendor	Comments	Amount
Water Fund	Postage	ELAN FINANCIAL SERVICES	water sample mailing	\$4.60
Water Fund	Software Service Fees	BANYON DATA SYSTEMS	software support	\$397.50
Water Fund	Taxes, Licenses & Permits	FILLMORE COUNTY TREASURER	2020 Sp Assessment fee for new pjt	\$50.00
Water Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine cylinders	\$10.00
Water Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	flouride	\$277.32
Water Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-pumphouses	\$1,181.80
Water Fund	Gas Utilities	MINNESOTA ENERGY	monthly service pumphouses	\$159.72
Water Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Water testing	\$40.00
Water Fund	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	1st Qtr Safety Program	\$820.83
Water Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	Harmony well job thru 12/31/20	\$38,457.08
Water Fund	Repair/Maint Other Improve	PRESTON EQUIPMENT CO.	service generator	\$366.42
Fund 601 Water Fund				<u>\$41,765.27</u>
Fund 602 Sewer Fund				
Sewer Fund	Software Service Fees	BANYON DATA SYSTEMS	software support	\$397.50
Sewer Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine	\$264.72
Sewer Fund	Chemicals and Chem Products	USA BLUEBOOK	chloride tablets	\$400.35
Sewer Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-WWTP/Lifts	\$1,496.69
Sewer Fund	Equipment Parts	PRESTON AUTO PARTS	Air filters	\$78.84
Sewer Fund	Gas Utilities	MINNESOTA ENERGY	monthly servic WWTP	\$100.80
Sewer Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Wastewater testing	\$666.30
Sewer Fund	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	1st Qtr Safety Program	\$820.83
Sewer Fund	Repair/Maint Other Improve	BLUFF COUNTRY COMPUTER WORKS	transfer laptop data for WW laptop/set up	\$224.95
Sewer Fund	Repair/Maint Other Improve	PRESTON EQUIPMENT CO.	service generator	\$707.49
Sewer Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-WWTP	\$1,954.61
Sewer Fund	Small Tools and Minor Equip	ELAN FINANCIAL SERVICES	Outdoor Camera	\$258.00
Sewer Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	mallet	\$7.49
Sewer Fund	Small Tools and Minor Equip	QUALITY FLOW SYSTEMS, INC	pump blower-WW plant	\$3,452.00
Sewer Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly phone service-Sewer dialers/Lifts	\$165.44
Sewer Fund	Training Fees	ELAN FINANCIAL SERVICES	WW C License Test-Bigalk	\$55.00
Sewer Fund	Training Fees	ELAN FINANCIAL SERVICES	WW refresher class-Whalen	\$260.00
Sewer Fund	Training Fees	ELAN FINANCIAL SERVICES	WW refresher class-Bigalk	\$260.00
Sewer Fund	Utility Maint Materials	USA BLUEBOOK	Dispenser/Retrieving magnet/feeding tube	\$156.99
Sewer Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-WWTP	\$1,287.77
Fund 602 Sewer Fund				<u>\$13,015.77</u>
Fund 603 Solid Waste Fund				
Solid Waste Fund	Software Service Fees	BANYON DATA SYSTEMS	software support	\$397.50

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Fund 603 Solid Waste Fund				\$397.50
Fund 604 Electric Fund				
Electric Fund	Utility Deposits	UTILITY DEPOSIT REFUND	refund deposit to Utility Acct-Dane Saxton	\$150.00
Electric Fund	Utility Deposits	UTILITY DEPOSIT REFUND	refund utility deposit Mike Flaby	\$150.00
Electric Fund	Utility Deposits	UTILITY DEPOSIT REFUND	Utility deposit refund Gavin Wangen	\$150.00
Electric Fund	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$70,002.14
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-town clock	\$13.31
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Streetlights	\$1,285.69
Electric Fund	Management Fees	MINN MUNICIPAL UTILITIES ASSOC	1st Qtr Safety Program	\$820.83
Electric Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Ford pickup	\$57.64
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	Replace bad URD 4th St NE drilling 2 "poly	\$423.03
Electric Fund	Repair/Maint Other Improve	MOREM ELECTRIC, INC	line repair 3rd St SW/Hwy 139	\$136.00
Electric Fund	Deposit Interst Paid	UTILITY DEPOSIT REFUND	interest on deposit Mike Flaby	\$15.95
Electric Fund	Deposit Interst Paid	UTILITY DEPOSIT REFUND	interest on deposit Gavin Wangen	\$9.74
Electric Fund	Dues	MINN MUNICIPAL UTILITIES ASSOC	2021 Membership dues	\$1,361.00
Electric Fund	Miscellaneous	ENERGY REBATE	Energy Rebate E Schansberg	\$25.00
Electric Fund	Software Service Fees	BANYON DATA SYSTEMS	software support	\$397.50
Fund 604 Electric Fund				\$74,997.83
Fund 620 Economic Development Authority				
Economic Development	Dues	PARKS & TRAILS COUNCIL OF MN	annual dues-EDA	\$35.00
Economic Development	Sign Materials	MN DEPT OF NATURAL RESOURCES	metal 'LOON' sign	\$106.56
Economic Development	Telephone	HARMONY TELEPHONE COMPANY	monthly phone service-EDA	\$49.07
Fund 620 Economic Development Authority				\$190.63
				\$181,673.64



## Administrators Report

January 13<sup>th</sup> to February 5<sup>th</sup> 2021

### ADMINISTRATION:

Attended EDA and City Council Meetings

Meeting with staff and consultants to be briefed on projects, current matters and ongoing tasks,

Union Negotiation and Mediation

Year and Month Reports Completed: SAFES Budget Report, Electric Report, End of Quarter 4 Report, W2's, 1099s, w3. 1096, Workers comp. Indebtedness form, Documents for auditors.

Meeting with Mike Bubany to work on the finance of the Dairyland project. Various other calls and emails with him and Chris Geisen.

Completed January Payroll

# CITY OF HARMONY CITY COUNCIL

# AGENDA ITEM COVER SHEET

Originating Staff: <b>Devin Swanberg, City Administrator</b>	Meeting Date: <b>February 9th</b>	Agenda Item No. <b>5a</b>
Agenda Section: <b>New Business</b>	Item: <b>Splash Pad Project</b>	
<p><b>BACKGROUND:</b> At the Decembers Council meeting council directed City Administrator Swanberg and engineer Grabau to solicit quotes for the splash pad project. Quotes were closed for the Splash Pad infrastructure on Thursday February 4th 2021 at 10:00 am. The contractor was asked to submit a base bid quote for all materials and work necessary to complete the work as specified. The low quote for the project is Generation X Construction, with a base bid quote of \$43,915 which compares favorably to the engineers' estimate of \$59,489.50.</p>		
<p><b>ATTACHMENTS:</b> Bids from all 4 contractors.</p>		
<p><b>COUNCIL ACTION REQUESTED:</b> If the Council wishes to move forward and award the quoted work to be completed, I would recommend that the work be awarded to Generation X Construction.</p>		

					EST TOTAL	GEN X	TLC	LS	Elcor
	UNIT	QUANT	UNIT PRICE						
PART 1 - SANITARY SEWER SERVICE:									
1	CONNECT TO EXISTING SANITARY SEWER (PIPE)	EA	1	\$500.00	\$500.00	900	350	1500	980
2	6" PVC SANITARY SEWER PIPE, SDR 26	LF	90	\$40.00	\$3,600.00	3600	3150	3825	4320
3	IMPROVED PIPE FOUNDATION	LF	90	\$2.00	\$180.00	90	1800	1080	1440
4	1.5" HDPE LOW PRESSURE FM	LF	35	\$32.00	\$1,120.00	1050	1050	1995	1960
5	E-ONE GRINDER STATION (COMPLETE)	LS	1	\$16,000.00	\$16,000.00	12500	16500	14500	18900
6	1.5" CURB STOP AND BOX	EA	1	\$275.00	\$275.00	950	950	1750	1200
SUBTOTAL PART 1 - SANITARY SEWER					\$21,675.00	\$19,090.00	\$23,800.00	\$24,650.00	\$28,800.00
15% CONTINGENCY					\$3,251.25				
TOTAL ESTIMATED PART 1 CONSTRUCTION COST					\$24,926.25				
PART 2 - WATER MAIN SERVICE:									
7	CUT IN TEE TO EXISTING WATER MAIN	EA	1	\$2,500.00	\$2,500.00	850	250	1400	1350
8	6" PVC DR 18 WATERMAIN, W/ TRACER WIRE	LF	135	\$38.00	\$5,130.00	6750	4725	5670	7560
9	DUCTILE IRON FITTINGS	LB	250	\$8.00	\$2,000.00	3000	1000	3000	3000
10	6" GATE VALVE AND BOX	EA	1	\$1,800.00	\$1,800.00	1800	1750	2150	1850
11	1" CORPORATION STOP WITH SADDLE	EA	1	\$350.00	\$350.00	650	450	875	1000
12	1" HDPE WATER SERVICE PIPE	LF	15	\$24.00	\$360.00	450	750	405	975
SUBTOTAL PART 2 - WATER MAIN					\$12,140.00	\$13,500.00	\$8,925.00	\$13,500.00	\$15,735.00
15% CONTINGENCY					\$1,821.00				
TOTAL ESTIMATED PART 2 CONSTRUCTION COST					\$13,961.00				
PART 3 - ROADWAY/ SITE IMPROVEMENTS:									
13	MOBILIZATION/ TRAFFIC CONTROL	LS	1	\$ 2,000	\$ 2,000	\$ 1,000	\$ 4,000	\$ 5,200	\$ 15,600
14	COMMON EXCAVATION, STREET (P)	CY	75	\$ 12	\$ 900	\$ 1,125	\$ 900	\$ 2,625	\$ 975
15	REMOVE CONCRETE CURB AND GUTTER	LF	35	\$ 7	\$ 245	\$ 175	\$ 875	\$ 350	\$ 490
16	REMOVE BITUMINOUS PAVEMENT	SY	95	\$ 6	\$ 570	\$ 475	\$ 1,710	\$ 1,425	\$ 950
17	B618 CONCRETE CURB AND GUTTER	LF	35	\$ 30	\$ 1,050	\$ 1,225	\$ 1,575	\$ 2,275	\$ 1,505
18	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2" THICK)	SY	95	\$ 35	\$ 3,325	\$ 1,425	\$ 3,800	\$ 5,510	\$ 2,375
19	TYPE SP 12.5 WEARING COURSE MIXTURE (2" THICK)	SY	95	\$ 35	\$ 3,325	\$ 1,425	\$ 3,800	\$ 5,510	\$ 2,375
20	BITUMINOUS MATERIAL FOR TACK COAT (P)	GAL	5	\$ 20	\$ 100	\$ 25	\$ -	\$ 50	\$ 120
21	AGGREGATE BASE, CLASS 5 (CV)	CY	75	\$ 36	\$ 2,700	\$ 2,250	\$ 2,625	\$ 2,250	\$ 3,150
22	DOZER W/ OPERATOR	HR	12	\$ 150	\$ 1,800	\$ 1,200	\$ 1,200	\$ 1,800	\$ 1,560
23	TURF RESTORATION W/ MNDOT 25-151 SEED, MULCH, FERTILIZER AND DISK ANCHOR	AC	0.4	\$ 3,000	\$ 1,200	\$ 400	\$ 1,000	\$ 2,000	\$ 800
24	SILT FENCE, TYPE MACHINE SLICED	LF	200	\$ 4	\$ 700	\$ 600	\$ 500	\$ 800	\$ 600
SUBTOTAL PART 3 - STREET IMPROVEMENTS					\$17,915.00	\$11,325.00	\$21,985.00	\$29,795.00	\$30,500.00
15% CONTINGENCY					\$2,687.25				
TOTAL ESTIMATED PART 3 CONSTRUCTION COST					\$20,602.25				
HARMONY SPLASH PAD ESTIMATED CONSTRUCTION COSTS									
PART 1 - SANITARY SEWER SERVICE:					\$24,926.25	\$19,090.00	\$23,800.00	\$24,650.00	\$28,800.00
PART 2 - WATER MAIN SERVICE:					\$13,961.00	\$13,500.00	\$8,925.00	\$13,500.00	\$15,735.00
PART 3 - ROADWAY/ SITE IMPROVEMENTS:					\$20,602.25	\$11,325.00	\$21,985.00	\$29,795.00	\$30,500.00
HARMONY SPLASH PAD - TOTAL ESTIMATED CONSTRUCTION COSTS					\$59,489.50	\$43,915.00	\$54,710.00	\$67,945.00	\$75,035.00

CITY OF HARMONY  
120 Second Avenue SE  
Harmony, MN 55932

\*\*\*\*\*PROPOSAL\*\*\*\*\*

FOR SANITARY SEWER AND WATERMAIN UTILITY SERVICE EXTENSION,  
WITH QUOTES RECEIVED UNTIL **10:00 AM** ON  
**FEBRUARY 4TH** AT THE CITY OF HARMONY OFFICE,  
OR BY ELECTRONIC MAIL TO [cityoffice@harmony.mn.us](mailto:cityoffice@harmony.mn.us)

PROPOSAL OF Generation X Construction 507-429-3155  
(Name of Firm) (Phone No.)  
P.O. Box 490  
(Address) (Fax No.)  
Rushford MN  
(City) (State) (Zip)

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS, AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", 2018 EDITION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL OR:

CITY PROJECT Splash Pad Utility Extension Improvements  
CITY PROJECT NO. 193800601-GEN  
LOCATION: Harmony, MN  
TYPE OF WORK Open Cut Water Main and Sanitary Sewer Utility Service  
Installation with Street and Turf Restoration and Grading

FINAL COMPLETION DATE: May 15<sup>th</sup>, 2021

I certify that this Proposal was prepared by me or under my direct supervision, and that I am a licensed Professional Engineer under the laws of the State of Minnesota.

Brett A. Grabau

Brett A. Grabau, PE

License Number 49782

1/07/2021

(Date)

\*\*\*\*\*  
BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE MINNESOTA ATTORNEY GENERAL'S OFFICE AT TELE. NO. 651-296-1796

**SCHEDULE OF PRICES**

		UNIT	QUANT		UNIT PRICE	TOTAL
1	CONNECT TO EXISTING SANITARY SEWER (PIPE)	EA	1	\$	900	\$ 900
2	6" PVC SANITARY SEWER PIPE, SDR 26	LF	90	\$	40	\$ 3,600
3	IMPROVED PIPE FOUNDATION	LF	90	\$	1	\$ 90
4	1.5" HDPE LOW PRESSURE FM	LF	35	\$	30	\$ 1,050
5	E-ONE GRINDER STATION (COMPLETE)	LS	1	\$	12,500	\$ 12,500
6	1.5" CURB STOP AND BOX	EA	1	\$	950	\$ 950
7	CUT IN TEE TO EXISTING WATER MAIN	EA	1	\$	850	\$ 850
8	6" PVC DR 18 WATERMAIN, W/ TRACER WIRE	LF	135	\$	50	\$ 6,750
9	DUCTILE IRON FITTINGS	LB	250	\$	12	\$ 3,000
10	6" GATE VALVE AND BOX	EA	1	\$	1,800	\$ 1,800
11	1" CORPORTATION STOP WITH SADDLE	EA	1	\$	650	\$ 650
12	1" HDPE WATER SERVICE PIPE	LF	15	\$	30	\$ 450
13	MOBILIZATION/ TRAFFIC CONTROL	LS	1	\$	1,000	\$ 1,000
14	COMMON EXCAVATION, STREET (P)	CY	75	\$	15	\$ 1,125
15	REMOVE CONCRETE CURB AND GUTTER	LF	35	\$	5	\$ 175
16	REMOVE BITUMINOUS PAVEMENT	SY	95	\$	5	\$ 475
17	B618 CONCRETE CURB AND GUTTER	LF	35	\$	35	\$ 1,225
18	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2" THICK)	SY	95	\$	15	\$ 1,425
19	TYPE SP 12.5 WEARING COURSE MIXTURE (2" THICK)	SY	95	\$	15	\$ 1,425
20	BITUMINOUS MATERIAL FOR TACK COAT (P)	GAL	5	\$	5	\$ 25
21	AGGREGATE BASE, CLASS 5 (CV)	CY	75	\$	30	\$ 2,250
22	DOZER W/ OPERATOR	HR	12	\$	100	\$ 1,200
23	TURF RESTORATION W/ MNDOT 25-151 SEED, MULCH, FERTILIZER AND DISK ANCHOR	AC	0.4	\$	1,000	\$ 400
24	SILT FENCE, TYPE MACHINE SLICED	LF	200	\$	3	\$ 600
TOTAL:						\$ 43,915

Project No. **193800601-GEN**

(Total Bid \$) = 43,915

**RECEIPT OF ADDENDA** as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Signed Ryan Oian

**RECEIPT OF PLAN:**

The undersigned hereby acknowledges receipt of and has considered:

**Splash Pad Utility Extension Improvements**

Total Plan Sheets = 2

Signed Ryan Oian

**EXECUTION OF PROPOSAL** as required by 1206 of the Specifications:

This proposal dated the 4<sup>th</sup> day of Feb, 2021

Signed: \_\_\_\_\_, P.O. Address \_\_\_\_\_ as an individual.

Signed: \_\_\_\_\_, P.O. Address \_\_\_\_\_ as an individual.

Doing business under the name and style of \_\_\_\_\_

Signed: \_\_\_\_\_, for \_\_\_\_\_ a partnership.

Signed: Ryan Oian <sup>NAME</sup>, for Generation X Construction <sup>BUSINESS</sup> a corporation,  
NAME BUSINESS

Incorporated under the laws of the State of MN

Name of President Ryan Oian Business Address P.O. Box 490 Rushford, MN

Name of Vice-President \_\_\_\_\_ Business Address 5597

Name of Secretary \_\_\_\_\_ Business Address \_\_\_\_\_

Name of Treasurer \_\_\_\_\_ Business Address \_\_\_\_\_

(NOTE: Signatures shall comply with 1206 of the Specifications.)



CITY OF HARMONY  
120 Second Avenue SE  
Harmony, MN 55932

\*\*\*\*\*PROPOSAL\*\*\*\*\*

FOR SANITARY SEWER AND WATERMAIN UTILITY SERVICE EXTENSION,  
WITH QUOTES RECEIVED UNTIL **10:00 AM** ON  
**FEBRUARY 4TH** AT THE CITY OF HARMONY OFFICE,  
OR BY ELECTRONIC MAIL TO [cityoffice@harmony.mn.us](mailto:cityoffice@harmony.mn.us)

PROPOSAL OF TLC Excavating Inc. 507-251-6869  
(Name of Firm) (Phone No.)  
3742 288th Ave 563-883-3478  
(Address) (Fax No.)  
Decorah IA 52101  
(City) (State) (Zip)

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS, AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", 2018 EDITION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL OR:

CITY PROJECT Splash Pad Utility Extension Improvements  
CITY PROJECT NO. 193800601-GEN  
LOCATION: Harmony, MN  
TYPE OF WORK Open Cut Water Main and Sanitary Sewer Utility Service  
Installation with Street and Turf Restoration and Grading

FINAL COMPLETION DATE: May 15th, 2021

I certify that this Proposal was prepared by me or under my direct supervision, and that I am a licensed Professional Engineer under the laws of the State of Minnesota.

Brett A. Grabau

Brett A. Grabau, PE

License Number 49782

1/07/2021

(Date)

\*\*\*\*\*  
BID RIGGING IS A SERIOUS CRIME. IF YOU HAVE ANY INFORMATION CONCERNING COLLUSIVE BIDDING, EVEN A REQUEST TO SUBMIT A COMPLIMENTARY BID, PLEASE CALL THE MINNESOTA ATTORNEY GENERAL'S OFFICE AT TELE. NO. 651-296-1796

To Whom it May Concern:

Please note that this bid is being submitted with the understanding that the project will likely not be completed by the May 15<sup>th</sup>, 2021 date. This is due to a number of factors such as not knowing when spring will arrive, road bans, and other projects already scheduled for not only us but a couple of our subcontractors as well.

We will not be responsible to pay the late damages of \$500 per day.

A handwritten signature in black ink, appearing to read 'Al Torgerson', with a long horizontal flourish extending to the right.

Al Torgerson, President

TLC Excavating, Inc.

**SCHEDULE OF PRICES**

		UNIT	QUANT		UNIT PRICE	TOTAL
1	CONNECT TO EXISTING SANITARY SEWER (PIPE)	EA	1	\$	350	\$ 350
2	6" PVC SANITARY SEWER PIPE, SDR 26	LF	90	\$	35	\$ 3,150
3	IMPROVED PIPE FOUNDATION	LF	90	\$	20	\$ 1,800
4	1.5" HDPE LOW PRESSURE FM	LF	35	\$	30	\$ 1,050
5	E-ONE GRINDER STATION (COMPLETE)	LS	1	\$	16,500	\$ 16,500
6	1.5" CURB STOP AND BOX	EA	1	\$	950	\$ 950
7	CUT IN TEE TO EXISTING WATER MAIN	EA	1	\$	250	\$ 250
8	6" PVC DR 18 WATERMAIN, W/ TRACER WIRE	LF	135	\$	35	\$ 4,725
9	DUCTILE IRON FITTINGS	LB	250	\$	4	\$ 1,000
10	6" GATE VALVE AND BOX	EA	1	\$	1,750	\$ 1,750
11	1" CORPORTATION STOP WITH SADDLE	EA	1	\$	450	\$ 450
12	1" HDPE WATER SERVICE PIPE	LF	15	\$	50	\$ 750
13	MOBILIZATION/ TRAFFIC CONTROL	LS	1	\$	4,000	\$ 4,000
14	COMMON EXCAVATION, STREET (P)	CY	75	\$	12	\$ 900
15	REMOVE CONCRETE CURB AND GUTTER	LF	35	\$	25	\$ 875
16	REMOVE BITUMINOUS PAVEMENT	SY	95	\$	18	\$ 1,710
17	B618 CONCRETE CURB AND GUTTER	LF	35	\$	45	\$ 1,575
18	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2" THICK)	SY	95	\$	40	\$ 3,800
19	TYPE SP 12.5 WEARING COURSE MIXTURE (2" THICK)	SY	95	\$	40	\$ 3,800
20	BITUMINOUS MATERIAL FOR TACK COAT (P)	GAL	5	\$	0	\$ 0
21	AGGREGATE BASE, CLASS 5 (CV)	CY	75	\$	35	\$ 2,625
22	DOZER W/ OPERATOR	HR	12	\$	100	\$ 1,200
23	TURF RESTORATION W/ MNDOT 25-151 SEED, MULCH, FERTILIZER AND DISK ANCHOR	AC	0.4	\$	2,500	\$ 1,000
24	SILT FENCE, TYPE MACHINE SLICED	LF	200	\$	2.5	\$ 500
	TOTAL:					\$ 54,710

Project No. **193800601-GEN**

(Total Bid \$) = \$54,710

**RECEIPT OF ADDENDA** as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Signed \_\_\_\_\_

**RECEIPT OF PLAN:**

The undersigned hereby acknowledges receipt of and has considered:

**Splash Pad Utility Extension Improvements**

Total Plan Sheets = 2

Signed \_\_\_\_\_

**EXECUTION OF PROPOSAL** as required by 1206 of the Specifications:

This proposal dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed: \_\_\_\_\_, P.O. Address \_\_\_\_\_ as an individual.

Signed: \_\_\_\_\_, P.O. Address \_\_\_\_\_ as an individual.

Doing business under the name and style of \_\_\_\_\_

Signed: \_\_\_\_\_, for \_\_\_\_\_ a partnership.

NAME

BUSINESS

Signed: Allen Torgerson, for TLC Excavating, Inc a corporation,

NAME

BUSINESS

Incorporated under the laws of the State of MN

Name of President Allen Torgerson Business Address 3742 288th Ave Decatur IA 52101

Name of Vice-President Liz Torgerson Business Address Same

Name of Secretary \_\_\_\_\_ Business Address \_\_\_\_\_

Name of Treasurer \_\_\_\_\_ Business Address \_\_\_\_\_

(NOTE: Signatures shall comply with 1206 of the Specifications.)

LS.

## FORM OF PROPOSAL

### **To the Harmony City Council:**

According to the advertisement of the City of Harmony inviting proposals for the Splash Pad Utility Extension Improvement Project hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the City Engineer:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in Mn/DOT 1903, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in Mn/DOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in Mn/DOT 1904.

(I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in Mn/DOT 1306.

(I)(We) further propose to furnish proof of insurance to the City of Harmony as joint assureds, and with a cross liability endorsement protecting the City of Harmony from claims or damages for personal injuries, including accidental death, as well as for claims for property damage which may arise from operations under the Contract, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by either of them. Said Public Liability and Public Property Damage Insurance Policy shall provide that the insurance company waives the right to assert the immunity of the City as a defense to any claims made under said insurance.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by the City of Harmony.

(I)(We) agree to all provisions of Minnesota Statutes 1976, Section 181.59.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to the City of Harmony all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

**SCHEDULE OF PRICES**

		UNIT	QUANT		UNIT PRICE		TOTAL
1	CONNECT TO EXISTING SANITARY SEWER (PIPE)	EA	1	\$	1,500.00	\$	1,500.00
2	6" PVC SANITARY SEWER PIPE, SDR 26	LF	90	\$	42.50	\$	3,825.00
3	IMPROVED PIPE FOUNDATION	LF	90	\$	12.00	\$	1,080.00
4	1.5" HDPE LOW PRESSURE FM	LF	35	\$	57.00	\$	1,995.00
5	E-ONE GRINDER STATION (COMPLETE)	LS	1	\$	14,500.00	\$	14,500.00
6	1.5" CURB STOP AND BOX	EA	1	\$	1,750.00	\$	1,750.00
7	CUT IN TEE TO EXISTING WATER MAIN	EA	1	\$	1,400.00	\$	1,400.00
8	6" PVC DR 18 WATERMAIN, W/ TRACER WIRE	LF	135	\$	42.00	\$	5,670.00
9	DUCTILE IRON FITTINGS	LB	250	\$	12.00	\$	3,000.00
10	6" GATE VALVE AND BOX	EA	1	\$	2,150.00	\$	2,150.00
11	1" CORPORTATION STOP WITH SADDLE	EA	1	\$	875.00	\$	875.00
12	1" HDPE WATER SERVICE PIPE	LF	15	\$	27.00	\$	405.00
13	MOBILIZATION/ TRAFFIC CONTROL	LS	1	\$	5,200.00	\$	5,200.00
14	COMMON EXCAVATION, STREET (P)	CY	75	\$	35.00	\$	2,625.00
15	REMOVE CONCRETE CURB AND GUTTER	LF	35	\$	10.00	\$	350.00
16	REMOVE BITUMINOUS PAVEMENT	SY	95	\$	15.00	\$	1,425.00
17	B618 CONCRETE CURB AND GUTTER	LF	35	\$	65.00	\$	2,275.00
18	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2" THICK)	SY	95	\$	58.00	\$	5,510.00
19	TYPE SP 12.5 WEARING COURSE MIXTURE (2" THICK)	SY	95	\$	58.00	\$	5,510.00
20	BITUMINOUS MATERIAL FOR TACK COAT (P)	GAL	5	\$	10.00	\$	50.00
21	AGGREGATE BASE, CLASS 5 (CV)	CY	75	\$	30.00	\$	2,250.00
22	DOZER W/ OPERATOR	HR	12	\$	150.00	\$	1,800.00
23	TURF RESTORATION W/ MNDOT 25-151 SEED, MULCH, FERTILIZER AND DISK ANCHOR	AC	0.4	\$	5,000.00	\$	2,000.00
24	SILT FENCE, TYPE MACHINE SLICED	LF	200	\$	4.00	\$	800.00
	TOTAL:					\$	67,945.00



Project No. 193800601-GEN

(Total Bid \$) = \$67,945.00

RECEIPT OF ADDENDA as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. NONE Dated \_\_\_\_\_ Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Signed Trevor Lampland 02/04/2021

RECEIPT OF PLAN:

The undersigned hereby acknowledges receipt of and has considered:

Splash Pad Utility Extension Improvements

Total Plan Sheets = 2

Signed Trevor Lampland

EXECUTION OF PROPOSAL as required by 1206 of the Specifications:

This proposal dated the 4 day of February, 2021

Signed: X, P.O. Address X as an individual.

Signed: X, P.O. Address X as an individual.

Doing business under the name and style of X

Signed: X, for X a partnership.

NAME

BUSINESS

Signed: Trevor Lampland for SL Contracting Inc. a corporation,

NAME

BUSINESS

Incorporated under the laws of the State of Minnesota

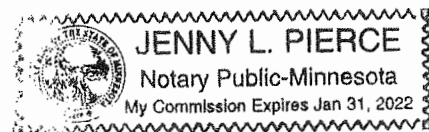
Name of President \_\_\_\_\_ Business Address \_\_\_\_\_

Name of Vice-President Trevor Lampland Business Address 2510 Schuster Ln NW, Rochester, MN 55901

Name of Secretary \_\_\_\_\_ Business Address \_\_\_\_\_

Name of Treasurer \_\_\_\_\_ Business Address \_\_\_\_\_

(NOTE: Signatures shall comply with 1206 of the Specifications.)



[Signature]

CITY OF HARMONY  
120 Second Avenue SE  
Harmony, MN 55932

\*\*\*\*\*PROPOSAL\*\*\*\*\*

FOR SANITARY SEWER AND WATERMAIN UTILITY SERVICE EXTENSION,  
WITH QUOTES RECEIVED UNTIL **10:00 AM** ON  
**FEBRUARY 4TH** AT THE CITY OF HARMONY OFFICE,  
OR BY ELECTRONIC MAIL TO [cityoffice@harmony.mn.us](mailto:cityoffice@harmony.mn.us)

PROPOSAL OF

<u>ELCOR Construction Inc</u>		<u>507-281-3333</u>
(Name of Firm)		(Phone No.)
<u>123 Carlton St SW</u>		
(Address)		
<u>Rochester</u>	<u>MN</u>	<u>55902</u>
(City)	(State)	(Zip)

TO FURNISH AND DELIVER ALL MATERIALS AND TO PERFORM ALL WORK IN ACCORDANCE WITH THE CONTRACT, THE PLANS, AND THE APPROVED DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", 2018 EDITION, EXCEPT AS STATED OTHERWISE IN THE SPECIAL PROVISIONS WHICH ARE PART OF THIS PROPOSAL OR:

CITY PROJECT Splash Pad Utility Extension Improvements

CITY PROJECT NO. 193800601-GEN

LOCATION: Harmony, MN

TYPE OF WORK Open Cut Water Main and Sanitary Sewer Utility Service  
Installation with Street and Turf Restoration and Grading

FINAL COMPLETION DATE: May 15<sup>th</sup>, 2021

I certify that this Proposal was prepared by me or under my direct supervision, and that I am a licensed Professional Engineer under the laws of the State of Minnesota.

Brett A. Grabau

Brett A. Grabau, PE License Number 49782

1/07/2021

(Date)

\*\*\*\*\*  
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## FORM OF PROPOSAL

### **To the Harmony City Council:**

According to the advertisement of the City of Harmony inviting proposals for the Splash Pad Utility Extension Improvement Project hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the City Engineer:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in Mn/DOT 1903, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in Mn/DOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in Mn/DOT 1904.

(I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in Mn/DOT 1306.

(I)(We) further propose to furnish proof of insurance to the City of Harmony as joint assureds, and with a cross liability endorsement protecting the City of Harmony from claims or damages for personal injuries, including accidental death, as well as for claims for property damage which may arise from operations under the Contract, whether such operations be by the Contractor or by a subcontractor or by anyone directly or indirectly employed by either of them. Said Public Liability and Public Property Damage Insurance Policy shall provide that the insurance company waives the right to assert the immunity of the City as a defense to any claims made under said insurance.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by the City of Harmony.

(I)(We) agree to all provisions of Minnesota Statutes 1976, Section 181.59.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to the City of Harmony all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

SCHEDULE OF PRICES

		UNIT	QUANT		UNIT PRICE	TOTAL
1	CONNECT TO EXISTING SANITARY SEWER (PIPE)	EA	1	\$	980-	\$ 980-
2	6" PVC SANITARY SEWER PIPE, SDR 26	LF	90	\$	48-	\$ 4,320-
3	IMPROVED PIPE FOUNDATION	LF	90	\$	16-	\$ 1,440-
4	1.5" HDPE LOW PRESSURE FM	LF	35	\$	56-	\$ 1,960-
5	E-ONE GRINDER STATION (COMPLETE)	LS	1	\$	18,900-	\$ 18,900-
6	1.5" CURB STOP AND BOX	EA	1	\$	1,200-	\$ 1,200-
7	CUT IN TEE TO EXISTING WATER MAIN	EA	1	\$	1,350-	\$ 1,350-
8	6" PVC DR 18 WATERMAIN, W/ TRACER WIRE	LF	135	\$	56-	\$ 7,560-
9	DUCTILE IRON FITTINGS	LB	250	\$	12-	\$ 3,000-
10	6" GATE VALVE AND BOX	EA	1	\$	1,850-	\$ 1,850-
11	1" CORPORTATION STOP WITH SADDLE	EA	1	\$	1,000-	\$ 1,000-
12	1" HDPE WATER SERVICE PIPE	LF	15	\$	65-	\$ 975-
13	MOBILIZATION/ TRAFFIC CONTROL	LS	1	\$	15,600-	\$ 15,600-
14	COMMON EXCAVATION, STREET (P)	CY	75	\$	13-	\$ 975-
15	REMOVE CONCRETE CURB AND GUTTER	LF	35	\$	14-	\$ 490-
16	REMOVE BITUMINOUS PAVEMENT	SY	95	\$	10-	\$ 950-
17	B618 CONCRETE CURB AND GUTTER	LF	35	\$	43-	\$ 1,505-
18	TYPE SP 12.5 NON WEARING COURSE MIXTURE (2" THICK)	SY	95	\$	25-	\$ 2,375-
19	TYPE SP 12.5 WEARING COURSE MIXTURE (2" THICK)	SY	95	\$	25-	\$ 2,375-
20	BITUMINOUS MATERIAL FOR TACK COAT (P)	GAL	5	\$	24-	\$ 120-
21	AGGREGATE BASE, CLASS 5 (CV)	CY	75	\$	42-	\$ 3,150-
22	DOZER W/ OPERATOR	HR	12	\$	130-	\$ 1,560-
23	TURF RESTORATION W/ MNDOT 25-151 SEED, MULCH, FERTILIZER AND DISK ANCHOR	AC	0.4	\$	2,000-	\$ 800-
24	SILT FENCE, TYPE MACHINE SLICED	LF	200	\$	3-	\$ 600-
	TOTAL:					\$ 75,035-

Project No. 193800601-GEN

(Total Bid \$) = 75,035<sup>00</sup>

RECEIPT OF ADDENDA as required by 1210 of the Specifications:

The undersigned hereby acknowledges receipt of and has considered:

Addendum No. \_\_\_\_\_ Dated NONE Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Signed Mat Smith

RECEIPT OF PLAN:

The undersigned hereby acknowledges receipt of and has considered:

Splash Pad Utility Extension Improvements

Total Plan Sheets = 2

Signed Mat Smith

EXECUTION OF PROPOSAL as required by 1206 of the Specifications:

This proposal dated the 4<sup>th</sup> day of FEB, 20 21

Signed: \_\_\_\_\_, P.O. Address \_\_\_\_\_ as an individual.

Signed: \_\_\_\_\_, P.O. Address \_\_\_\_\_ as an individual.

Doing business under the name and style of \_\_\_\_\_

Signed: \_\_\_\_\_, for \_\_\_\_\_ a partnership.

Signed: Mat Smith NAME, for ELCOR Construction INC BUSINESS a corporation,

Incorporated under the laws of the State of MINNESOTA

Name of President Daniel Penz Business Address 123 Carlton St SW  
Rochester, MN 55902

Name of Vice-President Mat Smith Business Address SAME

Name of Secretary Daniel Penz Business Address SAME

Name of Treasurer Daniel Penz Business Address SAME

(NOTE: Signatures shall comply with 1206 of the Specifications.)

**CITY OF HARMONY  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

Originating Staff: <b>Devin Swanberg, City Administrator</b>	Meeting Date: <b>February 9th</b>	Agenda Item No. <b>5b</b>
Agenda Section: <b>New Business</b>	Item: <b>Union Contract</b>	
<p><b>BACKGROUND:</b> City met with Union and their rep to discuss the new contract. The follow contract was agreed upon by both sides and passed the union vote. The terms are as follows a 2.5% increase in 2021 retroactive to January 1<sup>st</sup> 2021. 3% increase in 2022 and 3% increase in 2023. If at anytime the workers receive their C level waste water licensure, they will get an increase of \$2.00 an hour.</p> <p>Union health care rates also went up it will be a \$313 employee contribution and a \$1012 city contribution</p>		
<b>ATTACHMENTS:</b>		
<b>COUNCIL ACTION REQUESTED:</b> Pass new contract that was agreed upon by both parties.		

## ***Operating Engineers Local #49 Health and Welfare Fund***

3001 Metro Drive - Suite 500  
Bloomington, MN 55425

Wilson-McShane Corporation  
Fund Administrators

Telephone: (952) 854-0795  
Fax: (952) 854-1632  
Toll Free: (800) 535-6373



November 2020

To: Operating Engineers Local #49 Health & Welfare Fund  
Bargaining Premium Participating Employers

From: Board of Trustees  
Operating Engineers Local #49 Health & Welfare Fund

Re: Premium Rate Effective March 1, 2021

Please be advised that the Board of Trustees of the Operating Engineers Local #49 Health & Welfare Fund, along with the Fund's advisors, has reviewed the experience of the Bargaining Premium participants within the Plan and have determined that a rate adjustment is necessary at this time. Effective March 1, 2021 the premium will increase to \$1,325 per month.

The Board of Trustees continues its efforts to assist all Fund participants and their families in order to receive cost effective, high quality medical benefits.

If you have any questions regarding this notification, please contact the Fund Office, Wilson-McShane Corporation, at (952) 854-0795.

BP3/BP9

**CITY OF HARMONY  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

Originating Staff: <b>Devin Swanberg, City Administrator</b>	Meeting Date: <b>February 9th</b>	Agenda Item No. <b>5c</b>
Agenda Section: <b>New Business</b>	Item: <b>Kwik Trip Liquor License</b>	
<b>BACKGROUND:</b> Annual Weak Liquor license renewal for Kwik trip.		
<b>ATTACHMENTS:</b> Application		
<b>COUNCIL ACTION REQUESTED:</b> Approval of 2021 License		



Minnesota Department of Public Safety  
Alcohol & Gambling Enforcement Division  
445 Minnesota Street, 1600  
St Paul, Minnesota 55101  
651-201-7507

RENEWAL OF LIQUOR, WINE, CLUB OR 3.2% LICENSES

No license will be approved or released until the \$20 Retailer ID Card fee is received by Alcohol and Gambling Enforcement

Licensee: Please verify your license information contained below. Make corrections if necessary and sign. City Clerk/County Auditor should submit this signed renewal with completed license and licensee liquor liability for the new license period. City Clerk/County Auditor are also required by M.S. 340A.404 S.3 to report any license cancellation.

License Code: 3.2OFSL License Period Ending: 3/31/2021 Iden: 21338  
Issuing Authority: Harmony  
Licensee Name: Kwik Trip Inc.  
Trade Name: Kwik Trip #848  
Address: 415 Main Ave N  
Harmony, MN 55939  
Business Phone: 5078862424  
License Fees: Off Sale: \$100.00 On Sale: \$0.00 Sunday: \$0.00

By signing this renewal application, applicant certifies that there has been no change in ownership on the above named licensee. For changes in ownership, the licensee named above, or for new licensees, full applications should be used. See back of this application for further information needed to complete this renewal.

Applicant's signature on this renewal confirms the following: Failure to report any of the following may result in civil penalties.

1. Licensee confirms it has no interest whatsoever, directly or indirectly in any other liquor establishments in Minnesota. If so, give details on back of this application.
2. Licensee confirms that it has never had a liquor license rejected by any city/township/county in the state of Minnesota. If ever rejected, please give details on the back of this renewal, then sign below.
3. Licensee confirms that for the past five years it has not had a liquor license revoked for any liquor law violation (state or local). If a revocation has occurred, please give details on the back of this renewal, then sign below.
4. Licensee confirms that during the past five years it or its employees have not been cited for any civil or criminal liquor law violations. If violations have occurred, please give details on back of this renewal, then sign below.
5. Licensee confirms that during the past license year, a summons has not been issued under the Liquor Liability Law (Dram Shop) MS 340A.802. If yes, attach a copy of the summons, then sign below.
6. Licensee confirms that Workers Compensation insurance will be kept in effect during the license period. Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued.

Licensee has attached a liquor liability insurance certificate that corresponds with the license period in city/county where license is issued. \$100,000 in cash or securities or \$310,000 surety bond may be submitted in lieu of liquor liability. (3.2 liquor licenses are exempt if sales are less than \$25,000 at on sale, or \$50,000 at off sale).

Licensee Signature [Signature] DOB 12-4-1934 SSN \_\_\_\_\_ Date 8-2021  
(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Signature certifies that renewal of a liquor, wine or club license has been approved by the city/county as stated above.)

County Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_  
County Board issued licenses only (Signature certifies licensee is eligible for license).

[Signature] Date 02/05/21  
Police/Sheriff Signature \_\_\_\_\_  
Signature certifies licensee or associates have been checked for any state/local liquor law violations (criminal/civil) during the past five years. Report violations on back, then sign here.

City of Harmony  
225 Third Avenue SW  
Post Office Box 488  
Harmony, MN 55939-0488  
Tel 507-886-8122  
Fax 507-886-2818  
Email: [cityoffice@harmony.mn.us](mailto:cityoffice@harmony.mn.us)

## BUSINESS LICENSE APPLICATION

### Business

Business Name Kwik Trip, Inc.  
Trade Name (d/b/a) Kwik Trip #848  
Mailing Address P.O. Box 2107  
La Crosse, WI 54602-2107  
Telephone 608-791-7385  
Address to be Licensed 415 Main Ave. N.  
Harmony, MN 55939  
Number of Years at this Location Since 1982  
Federal Tax ID or SSN \_\_\_\_\_  
Minnesota Tax ID \_\_\_\_\_

### Owner/Manager

Name Donald Paul Zietlow  
Title President  
Street Address 2802 Bergamot Pl., Onalaska, WI 54650  
Mailing Address P.O. Box 2107  
La Crosse, WI 54602-2107  
Telephone \_\_\_\_\_  
Drivers License Number \_\_\_\_\_  
Date of Birth 12/4/1934 U.S. Citizen Yes/No  
Email LicensingDept@kwiktrip.com

### Licenses

- ☐ Liquor On-Sale Only \$650.00 ☐ Liquor Combo On/Off Sale \$750.00 ☐ Liquor Sunday On-Sale \$125.00  
☐ Liquor Off-Sale Only \$240.00 ☐ 3.2 Beer On-Sale \$100.00 ☐ Microdistillery Off-Sale \$250.00  
☒ 3.2 Beer Off-Sale \$100.00 ☐ Wine/Strong Beer On-Sale \$225.00

Total Fees \$ 100.00

### Term

The applicant requests the above licenses for a term from 12:01 a.m. on the 1st day of April, 2020 to 12:00 midnight on the 31st day of March, 2021.

### Instructions

- 1) Complete both sides of this form and sign.
- 2) Complete and sign the attached *Proof of Worker's Compensation* form.
- 3) For liquor and wine applications, complete the attached state application forms.
- 4) Attach payment as calculated above and return to the City of Harmony at the above address.
- 5) The license, if approved, will be mailed to you.

The applicant hereby makes application for the above-indicated licenses for the stated term. Further, the applicant agrees to comply with all ordinances and regulations of the City of Harmony and with the conditions of the license(s); understands that licenses are not transferable and that the issuance of the license creates no legal liability, express or implied, on the municipality; and certifies that the information contained herein is true and correct to the best of the applicant's knowledge.

Signature of Owner/Manager Donald P. Zietlow Date January 18, 2021

Date Filed	Fee(s) Paid \$	Receipt Number
Police Dept. Recommendation	Approve/Disapprove	By
Disposition	Date	License Number(s)



**Certificate of Compliance**  
**Minnesota Workers' Compensation Law**  
This form must be completed by the business license applicant.

**Print in ink or type**

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number	Alternate telephone number
21338	507-886-2424	608-791-7385

Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.)

Kwik Trip, Inc.

DBA ("doing business as" or "also known as" an assumed name), if applicable

KWIK TRIP #848

Business address (must be physical street address, no P.O. boxes)	City	State	ZIP code
415 Main Ave N	Harmony	MN	55939
County	Email address		
Fillmore	LicensingDept@kwiktrip.com		

**You must complete number 1 or 2 below.**

**Note:** You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

**1. ☒ I have a workers' compensation insurance policy.**

Insurance company name (not the insurance agent)

Zurich American Insurance Co. of IL

Policy number	Effective date	Expiration date
WC9300141	4/1/2021	3/31/2022

☐ **I am self-insured for workers' compensation.** (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce; see [www.mn.gov/commerce/industries/insurance/licensing/self-insurance](http://www.mn.gov/commerce/industries/insurance/licensing/self-insurance).)

**2. I am not required to have workers' compensation insurance because:**

- ☐ I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)
- ☐ I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)
- ☐ I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)
- ☐ I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name Donald P. Zietlow

Applicant signature (required) 	Title President	Date 1-18-2021
--	-----------------	----------------

If you have questions about completing this form or to request this form in Braille, large print or audio, call (651) 284-5032 or 1-800-342-5354.



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
01/06/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> Kwik Trip, Inc. P.O. Box 2107 LaCrosse, WI 54602	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Zurich American Insurance Company of Illin</td><td></td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company of Illin		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER:** W19777537**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		04/01/2021	03/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		GLO 9300140 19	04/01/2021	03/31/2022	Limit \$1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: Kwik Trip #848, 415 Main Ave. N., Harmony, MN 55939

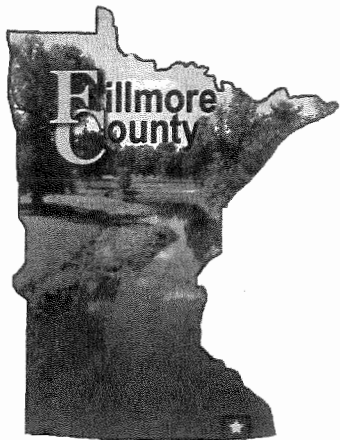
Cancellation of the liquor liability policy will be in accordance with the MN statute 340A.409.

It is hereby agreed that the City of Harmony is included as an Additional Insured under the General Liability policy as required by written contract, agreement or permit and executed prior to loss.

**CERTIFICATE HOLDER****CANCELLATION**

City of Harmony P.O. Box 488 Harmony, MN 55939	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Fillmore County  
Auditor/Treasurer's Office  
PO Box 627  
Preston, MN 55965

January 12 , 2021

TO: Fillmore County City Emergency Services

SUBJECT: 2021 Ambulance Subsidy Contracts

I am enclosing two copies of this proposed agreement for your signature. Both copies should be returned to this office.

The proposed 2021 subsidy will amount to \$4,500.00 for each Ambulance Service and will be paid in one payment after the signed contracts are returned with the itemization of how the ambulance funds were used for the last contract period of January 1, 2020 through December 31, 2020.

When all the contracts are received from Chatfield, Harmony, Lanesboro, Mabel, Preston, Rushford City and Spring Valley, contracts will be submitted to the Fillmore County Commissioners for final approval and authorization of payment.

The Fillmore County Board requested that the Fillmore County Ambulance Services be notified that the Ambulance Service must request any appropriation for 2021 by July 15, 2021.

Please feel free to contact me if you have any questions.

Sincerely,

Shannon Smidt  
Fillmore County Auditor/Treasurer's Office

## AGREEMENT

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

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

### I.

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

### II.

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

### III.

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

### IV.

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

### V.

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

### VI.

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

XIV.

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

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

XV.

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

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

XVI.

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

Dated at Preston, Minnesota this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF HARMONY

FILLMORE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Fillmore County Auditor/Treasurer

## AGREEMENT

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

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

### I.

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

### II.

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

### III.

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

### IV.

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

### V.

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

### VI.

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

XIV.

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

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

XV.

Notwithstanding anything to the contrary, this agreement may be terminated on one hundred twenty (120) days notice in writing by either party to the other. In the event of any lack of compliance with the terms hereof on the part of the Contractor to maintain his insurance, the County shall give to the Contractor written notice of such lack of compliance and the Contractor shall have thirty (30) days within which to remedy such situation. If at the end of said thirty (30) days notice, the lack of compliance has not been remedied, this Contract may be terminated by written notice from the County to the Contractor with one hundred twenty (120) days notice. If termination occurs before the one year term specified in paragraph XIII above, the City shall keep, or the County shall pay, if not yet paid, that portion of the payments called for, under paragraph XII above, on a pro-rated basis.

XVI.

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

Dated at Preston, Minnesota this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF HARMONY

FILLMORE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Fillmore County Auditor/Treasurer

**Resolution 21-05**  
**Paying LGA on Time and In Full**

City of Harmony, MN

WHEREAS, Minnesota's cities are on the front lines of the COVID-19 response and need to be strong to provide services to support the economic recovery; and,

WHEREAS, Local Government Aid (LGA) is an essential aid program to Minnesota cities, helping to restrain local property taxes; and,

WHEREAS, LGA helps cities pay for critical needs and services such as public safety, street maintenance & repairs, libraries, parks and trails, economic development and housing; and,

WHEREAS, the \$564 million LGA appropriation in 2021 represents just 2.2% of the state's general fund; and,

WHEREAS, our state (and nation) is facing one of the worst economic struggles in its history; and,

WHEREAS, our city has taken the following steps to support our residents and business by providing additional PPE; and, assisting them with loan applications

WHEREAS, the most important thing the Minnesota Legislature can do this session to keep cities strong and healthy is to ensure that LGA is paid on time and in full; and,

WHEREAS, LGA makes up a substantial part of our general fund government and we will not be able to continue to provide services and function as a city with out the state timely providing LGA and in the full amount promised in 2021.

BE IT RESOLVED that the City Council of Harmony, Minnesota urges through this Resolution to its lawmakers that the state resolve the state budget for 2022-2023 without reductions to Local Government Aid; and,

BE IT FURTHER RESOLVED that this resolution be transmitted to Greg Davids, Jeremy Miller, Speaker of the House Melissa Hortman, Senate Majority Leader Paul Gazelka, House Minority Leader Kurt Daudt, Senate Minority Leader Susan Kent, and Governor Tim Walz.

Motion made by: \_\_\_\_\_ Second by: \_\_\_\_\_

All in Favor: \_\_\_\_\_

Opposed: \_\_\_\_\_

Abstain: \_\_\_\_\_

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_



**CITY OF HARMONY  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

Originating Staff: <b>Devin Swanberg, City Administrator</b>	Meeting Date: <b>February 9th</b>	Agenda Item No. <b>5f</b>
Agenda Section: <b>New Business</b>	Item: <b>Fire Truck</b>	
<b>BACKGROUND:</b> We are looking to prepay for the fire truck that was approved in 2020. Prepaying for the truck will allow us to save roughly \$1,500 of the price. We were going to pay in full.		
<b>ATTACHMENTS:</b> Email explaining how the prepay works		
<b>COUNCIL ACTION REQUESTED:</b> Approval of prepay for the fire truck		

**administrator@harmony.mn.us**

---

**From:**  
**Sent:**  
**To:**  
**Subject:**

Hello Devin

We worked up some numbers for you to consider for the prepayment of the apparatus on order here at Danko for the city of Harmony, MN.

Contract amount \$290,498.00 - \$255.00 (chg order #1) = \$290,243.00

On the full amount we can offer \$9.94 per day. The rate will be calculated from the day the funds arrive here at Danko, till the day the chassis arrives here at Danko. The chassis is estimated to arrive end of March or first part of April.

Assuming the funds arrive Monday 1-11-21 and the chassis arrives 3-31-21 (80 days) we would provide a deduct on final invoice of \$795.20

Balance remaining after chassis is paid will be \$195,350. This amount will calculate to \$6.69 per day.

Assuming we get the apparatus complete August 15 (137 day) we would provide a deduct on final invoice of \$916.53 + \$795.20 for a total of \$1,711.73.

In short we are providing \$9.94 a day till chassis arrives and then \$6.69 per day till we give the 2 week final notice of completion. Then we will calculate final invoice and show a deduct pertaining to the interest earned.

Thanks, hope this is clear. Feel free to email or call if you have any questions.

David

## **David Knobbe**

Apparatus Sales

**Direct:** 402.568.2105

**Cell:** 402.380.1223

**Toll Free:** 866.568.2200

**Fax:** 877.568.2443

**Email:** [david@danko.net](mailto:david@danko.net)

[www.danko.net](http://www.danko.net)

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## REVOLVING LOAN FUND

Loan Proposal (as requested by applicant)

Applicant: The Shop A Cut Above the Rest LLC  
Amy Rain, Owner  
35 South Main  
Harmony, MN 55939  
507-696-8353

Loan Terms: Amount of Loan: \$25,000  
Rate: 3.25% APR fixed  
Term: 10 years (120 payments)  
Other: Applicant is responsible to pay \$300 application fee.

Purpose: The EDA's loan proceeds will be used to pay for:

<u>Acquisition</u>	<u>\$ 25,000</u>
Total	\$ 25,000

Security:

- 2<sup>nd</sup> mortgage on real estate financed.
- Personal guarantee from borrower.

Uses of Funds:	<u>Acquisition</u>	<u>\$115,000</u>
	Total:	\$115,000

Sources of Funds:	Owner Equity:	\$ 11,500	(10%)
	FSEB Loan:	\$ 78,500	(68%)
	<u>EDA Loan:</u>	<u>\$ 25,000</u>	<u>(22%)</u>
	Total:	\$115,000	(100%)

Repayment: Fully amortized at 120 monthly payments of \$244.30. All payments will first be credited towards outstanding interest and the balance towards principal. The loan may be prepaid in whole or in part without penalty or premium.

First payment to be scheduled approximately 45 days after first draw.

Payments are to be made by ACH, per guidelines.

Jobs: 1 new, 3 retained (independent contractors)

Closing Date: March 1, 2021

PLEASE NOTE:

1. N/A

## REVOLVING LOAN FUND

Loan Proposal (as requested by applicant)

Applicant: Harmony Lodge  
Julie Lange  
605 Main North  
Harmony, MN 55939  
507-923-1646

Loan Terms: Amount of Loan: \$35,000  
Rate: 3.25% APR fixed  
Term: 10 years (120 payments)  
Other: Applicant is responsible to pay \$300 application fee.

Purpose: The EDA's loan proceeds will be used to pay for:

Working Capital	\$ 10,000
<u>Acquisition</u>	<u>\$ 25,000</u>
Total	\$ 35,000

Security:

- 2<sup>nd</sup> mortgage on real estate financed.
- Personal guarantee from borrower.

Uses of Funds:

Working Capital	\$ 10,000
<u>Acquisition</u>	<u>\$850,000</u>
Total:	\$860,000

Sources of Funds:

Owner Equity:	\$ 85,000	(10%)
FSEB Loan:	\$740,000	(86%)
<u>EDA Loan:</u>	<u>\$ 35,000</u>	<u>(4%)</u>
Total:	\$860,000	(100%)

Repayment: Fully amortized at 120 monthly payments of \$342.02. All payments will first be credited towards outstanding interest and the balance towards principal. The loan may be prepaid in whole or in part without penalty or premium.

First payment to be scheduled approximately 45 days after first draw.

Payments are to be made by ACH, per guidelines.

Jobs: 3-5 @ 12.60/hr

Closing Date: On or before May 1, 2021

### PLEASE NOTE:

1. Our typical maximum loan request is \$25,000. The original request was for \$25,000 but the loan committee recommends an increased amount of \$35,000 to provide working capital.

## **Harmony EDA Minutes**

February 4, 2021  
7:30 AM

Community Center  
Council Room

Present: Kerry Kingsley, Andy Batstone, Steve Sagen, and Greg Schieber

Also Present: Julie Lange, Amy Rain, Kent Whitcomb, Roxanne Johnson, Kelsey Bergey, Devin Swanberg, and Chris Giesen

The regular meeting was called to order at 7:31 AM by Kerry Kingsley.

### **Minutes**

The board reviewed the minutes of the January 7 2021 meeting. Motion by Batstone, second by Schieber to approve the minutes as presented. Motion carried unanimously.

### **Financial Reports & Claims**

The board reviewed the loan portfolio. Giesen noted that the Quarter/quarter loan was recently paid in full. There were no claims for payment.

### **Loan Request: Harmony Lodge**

Giesen introduced Julie Lange, she is proposing to purchase the Harmony Hotel which she will rename the Harmony Lodge. She is requesting a \$35,000 loan with a 3.25% fixed APR rate and a term of 10 years. Lange discussed her excitement to rebrand the hotel and hopefully be open for the tourist season this year. Giesen mentioned that the bank is still assembling its financing package for this project because of the complexity of the deal, but indications are that it will be approved assuming things progress as anticipated. The loan committee recommended approval as requested, pending bank approval. Motion by Sagen, second by Batstone to approve the loan as recommended. Motion carried unanimously.

### **Loan Request: The Shop A Cut Above the Rest**

Giesen introduced Amy Rain who owns The Shop A Cut Above the Rest hair salon. She owns her building on a contract for deed and the contract is at the end of its term so she needs to refinance to buy out the contract. She is requesting a \$25,000 loan with a 3.25% fixed APR rate and a term of 10 years. Rain discussed her project. Giesen mentioned that like the last loan, the bank financing is not complete yet so any approval should be done on the condition that bank financing is also approved. The loan committee also recommended that a cosigner be listed as a borrower as the primary bank financing was also requiring a cosigner. The board discussed and concurred. Motion by Batstone, second by Sagen to approve the loan as recommended. Motion carried unanimously.

### **Electric Vehicle Charging Stations – MiEnergy**

Kent Whitcomb of MiEnergy was present to discuss opportunities for the city to install electric vehicle (EV) charging stations. The board has discussed a desire to install at least one station somewhere in the community, most likely at the visitor's center, although the final location and scope has not been determined.

Whitcomb reported that MiEnergy would provide a standard pedestal charging station with one port for charging. Additional ports could be added but it may reduce the charging capacity should more than one car be connected, depending on multiple

technical factors. The city would be responsible for any upgrades to the station (like adding additional charging ports or higher charging capacity) and installation. The city would own and maintain the station, as well as set any prices. There are multiple pricing options for the end user of the charger, including time in the parking stall or electricity used. The basic charger costs about \$4,000 and installation costs will depend on the location and electrical needs. The board discussed at length.

Batstone wondered if two smaller stations might be a better option, especially if they could charge cars faster. Whitcomb reminded everyone that these particular chargers are only capable of charging cars at a certain level and that a full charge would only be possible over 5+ hours. He said that most likely people would use these stations as a “top off” while they are eating lunch, shopping, or using the trail. “Super chargers” or chargers that are capable of a full charge in 30-60 minutes can cost upwards of \$100,000 to install.

Sagen wondered if there could be an opportunity to include 110v outlets for electric bike charging. The board agreed that it might be worthwhile to incorporate electric bike charging into an EV charging project. Sagen volunteered to assist staff with determining possible locations and setup. The board thanked Whitcomb for his information.

#### **Harmony Real Estate Market Update**

Roxanne Johnson and Kelsey Bergey were present to give a report on last year’s real estate activity in Harmony. Overall, Johnson and Bergey reported that last year’s market was good despite the pandemic. 16 properties sold, and if outliers are removed the average days on market for a property listing was 30 days, the average sale price was about \$139,000, and sales occurred at about 97% of the listing price. All of these statistics were positive Johnson mentioned.

The board discussed several real estate related issues and potential projects, including programs and possible assistance in various scenarios. The board thanked Johnson and Bergey for their assistance, work for the community, and ideas.

#### **2021 Goals and Objectives**

Kingsley asked board members to review the current goals and projects and to come back with some potential ideas to discuss at the next meeting. One possible goal mentioned was key properties that are potentially coming up for sale. Kingsley asked Giesen to include goals and objectives again on the March agenda.

#### **2021 Joint Board Meeting**

The board agreed that hosting a joint meeting between the EDA, city council, and school board would again be a great idea. Giesen mentioned that a school board member had mentioned looking forward to meeting with the city again, too. Schieber suggested that in order to accommodate the size of the group and social distancing, the meeting could be held outside if we waited for summer. The board agreed. Giesen will reach out to the school board to discuss possibilities for the June or July timeframe.

#### **Chamber of Commerce Report**

There was no chamber report.

### **Prospects/Community Update**

Giesen have a brief update on the progress with the trail project. He will keep the trail committee posted of any new updates. There was nothing new to report since the last meeting; nothing had changed from the state's perspective.

Giesen gave an overview of the Dairyland project. He reported that the city was awarded a \$285,000 grant to assist with infrastructure and that the company is indicating that the project has a positive outlook for moving forward. Giesen said that the final approvals are scheduled for March 9, 2021 at the city council but that the board would be asked to review and make a recommendation on the final assistance package and development agreement.

### **Other Business**

There was no other business.

Hearing no objections, Kingsley adjourned the meeting. The meeting adjourned at 9:37 AM.

The next regular meeting is scheduled for March 4, 2021 at 7:30 AM at the Community Center.

**City of Harmony Arts Board Meeting Minutes**  
**Tuesday, January 19, 2021**  
**Community Center Building Meeting Room**  
**225 3<sup>rd</sup> Ave SW, Harmony, MN 55939**

**Meeting called to order** by Chairperson Lori Slindee at 7:03 P.M.

**Present:** Lori Slindee, Joe Liew, Jesse Grabau, Mathew Patterson, Kylie Fenton, Lu Ommen, Susie Hahn

**Absent:** no one

**Secretary's report of minutes of the last meeting November 17** was reviewed. Motion to approve the minutes as written by Jesse Grabau and seconded by Sisie Hahn. Motion passed.

**Arts Board Monthly Expenditure report was received and reviewed.**

**Introductions of New Board members:** Mathew Patterson, Elementary Choral Teacher and Jess Grabau Councilmember

The mission and role of the City of Harmony Arts Board were briefly reviewed by Chairperson Lori Slindee, Susie Hahn and Lu Ommen for the benefit of the new board members.

**OLD BUSINESS-**

**Update on Eunie Biel's SE MN Council Emerging MN Artist Grant:** Most opportunities (person-to-person) were canceled. Eunie 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--\$500 in advertising and Estelle's. Due to the Covid restrictions this ending Capstone event date may also be delayed. Flexibility is needed.

**Summary of the Holiday Lighting Award Project:** Board members shared their positive experiences during the evening while judging the lighting options all around town.

1st Place - Renee Ristau 220 W. Center St. \$300.00

2nd Place- Dennis Rodahl and Amy Yates 225 4th Ave SE 150.00

A THREE WAY TIE FOR THIRD \$50.00

Mingo & Mindy Kingsley 535 1st Ave SE

Amber Osmonson 140 4th St NE

Ron & Elaine Ryan 235 1st Ave SE

Prize money was presented in Harmony Dollars to the winners via mail.

**2021 Mayo Civic Riverside Concert at FC Elementary School** The Arts Board sponsored a virtual concert to be held in March. \$400 was sent to the Riverside Concert Program in December. School staff will coordinate with the program to work out the details.

**Murals Ongoing discussion of locations.** The concept was reviewed again with further encouragement to consider locations.

**NEW BUSINESS-**

**Appointment of a New Board Secretary:** Former Board Secretary, Gerri Nielsen has resigned from the Board. Discussion of selecting a new Board Secretary was postponed for a few meetings. Chairperson Lori Slindee volunteered to compile the minutes for the near term.



**Covid Pandemic Event Moratorium Discussion:** After a brief discussion of the possibility of setting a moratorium, the Board agreed this was not needed at this time. Continued flexibility in approaching activities is possible.

**OTHER BUSINESS-**

**Funding Request from the FC Elementary School Arts Program:** The Board received a funding request from Sara Xavier, Elementary Arts Teacher for support of a new ceramics program. This program has the complete support of the school administration. Sara sent a project proposal with a request for \$1001.00. Following a discussion of the project the Board decided this is a great project to support. Lu Ommen made a motion for the City of Harmony Arts Board to donate \$500.00 with recommendations of other possible funding sources to be contacted. Jesse Grabau seconded. Motion passed

The Board is confident that the needed money will be obtained by sending requests to the additional sources. Matthew Patterson will take the lead in communicating with Sara Xavier.

Next Meeting will be Tuesday, March 16th at 7:00 pm in the Community Center Meeting Room.

**Motion to Adjourn** by Matthew Patterson, 2nd by Joe Liew. Motion passed. Meeting adjourned at 7:58 pm

**\*\*\*\*\*The Board requests \$500.00 be donated to the Fillmore Central Ceramics/Kiln program. City Office Staff, please submit a fund request to the City Council in February and please prepare a check to the Fillmore Central Elementary School with a notation for use in the above program. New Board Member, Matthew Patterson will be contacting you about this donation.\*\*\*\*\***

Submitted by Lori Slindee January 20, 2021

# FILLMORE COUNTY SHERIFF



## Office of the FILLMORE COUNTY SHERIFF

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

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

Date: February 1, 2021  
To: Harmony City Council  
From: Jason Harmening, Deputy Sheriff  
John DeGeorge, Fillmore County Sheriff  
Re: February 2021 Monthly Council Report

### Calls for Service / Patrol Activity:

Reported Date	Title	Street Name
2021-01-04	Civil	Main Ave
2021-01-05	911 Hang Up	COUNTY 30
2021-01-07	Assist	2nd Ave
2021-01-07	Illegal Dumping	CENTER ST
2021-01-08	Animal Complaint	Hwy 139
2021-01-09	Suspicious Activity	1ST AVE SE
2021-01-09	Suspicious Activity	1ST AVE SE
2021-01-09	Suspicious Activity	1ST AVE SE
2021-01-11	Ambulance	Main Ave
2021-01-12	Traffic	HWY 52
2021-01-14	Civil	2nd Ave
2021-01-14	Civil	1st Ave
2021-01-14	Civil	1st Ave
2021-01-15	Parking Complaint	CENTER ST E
2021-01-15	Assist	MAIN AVE
2021-01-15	Assault	1 ST AVE
2021-01-16	Driving Under the Influence	MAIN AVE

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901 Houston St. NW  
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Tel: 507-765-3874  
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2021-01-16	Driving Under the Influence	MAIN AVE
2021-01-17	Ambulance	2nd AVE
2021-01-17	Driving Complaint	Hwy 139
2021-01-19	Fires	2nd Ave
2021-01-20	Animal Complaint	2ND AVE
2021-01-25	Information	1st AVE
2021-01-26	911 Hang Up	MAIN AVE
2021-01-26	Fraud/Scam	HWY 139
2021-01-28	Noise Complaint	2ND AVE
2021-01-28	Noise Complaint	2ND AVE
2021-01-28	Driving Complaint	1ST AVE
2021-01-31	Parking Complaint	2ND AVE
2021-01-31	Parking Complaint	1ST AVE