

**Agenda
Harmony City Council
Regular Meeting**

May 12, 2020
7:00 P.M.

Gymnasium
Community Center

1. Call to Order
2. Roll Call
3. Public Forum
4. Consent Agenda
 - a. Minutes
 - b. Approval of Summer Intern – Pailey Gordon
 - c. Approval of Adding Devin Swanberg as a Signee
 - d. Service Level Agreement For Ambulance Recapture
 - e. Claims
 - f. Administrator's Report
 - g. Financial Report
 - h. CD
5. Old Business
6. New Business
 - a. Issuance of General Obligation Improvement Note
 - b. Public Works Requests
 - c. Liquor License Discussion
 - d. Approval of liquor License
 - e. Property Damage release - Utility Pole Crash
7. Reports
 - a. Utility Committee
 - b. Building and Maintenance Report
 - c. EDA Report
 - d. Park Board
 - e. Library Board
 - f. Arts Board
 - g. Sherriff's Report
8. Adjourn



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4. Consent Agenda
 - a. Minutes
 - b. Approval of Summer Intern – Pailey Gordon
 - c. Approval of Devin Swanberg as a Signee
 - d. Service Level Agreement for Ambulance Recapture – See in packet
 - e. Claims - in packet
 - f. Administrator's Report – See Report
 - g. Financial Report – Available at Meeting
 - h. CD – 44189, Cash in May 13th 2020
5. Old Business
6. New Business
 - a. Issuance of General Obligation Improvement Note
 - i. Attachments for 2020 Street project
 - b. Public Works Requests
 - i. Replacement Pump
 - c. Liquor License Discussion – Hardships caused by COVID-19
 - d. Approval of liquor License
 - i. Pam's Corner Store, Estelle's Eatery, On the Crunchy Side, Harmony Golf Course
 - e. Property Damage release - Utility Pole Crash
 - i. Regarding crash from last summer
7. Reports
 - a. Utility Committee
 - i. Power Rate schedule, Mi energy wholesale power rate schedule for April.
 - b. Building and Maintenance Report
 - c. EDA Report
 - d. Park Board
 - e. Library Board
 - f. Arts Board
 - g. Sherriff's Report
8. Adjourn

APRIL 14, 2020

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 was Mayor Donney, Councilmembers Debbie Swenson, Lynn Mensink, Tony Webber and Steve Sagen, Administrator Devin Swanberg, Interim Administrator Joel Dhein, Attorney Greg Schieber, Mike Bubany, Terry Bigalk, Corey Whalen, Brian Michel, Chris Johnson, Jerome Illg, Hannah Wingert and Eileen Schansberg.

BOARD OF APPEALS & EQUALIZATION:

Mayor Donney opened the BOARD OF APPEALS AND EQUALIZATION on a Video Call (due to the COVID-19 Pandemic) with Fillmore County Assessor Brian Hoff. Assessor Hoff gave a presentation on the assessments and sales within the City of Harmony. The Public was given the opportunity to ask questions and/or appeal their property tax assessment.

USDA GRANT HEARING:

At 7:20, Mayor Donney opened a PUBLIC HEARING for the purpose of applying for a USDA Rural Development Grant to purchase a Power Cot Lift and Load system for the Ambulance. No one was present for the hearing. Mayor Donney closed the USDA Grant Hearing at 7:22 PM.

PUBLIC FORUM:

No one appeared.

2019 AUDIT REPORT:

Zoom Meeting (because of the COVID-19 pandemic), was held with Adbo, Eick and Meyers Accountant Tom Olinger. Olinger gave a power point presentation explaining the finances of the City for 2019. He also offered information on Point of Sale programs available for use when dealing with cash sales in the office.

CONSENT AGENDA:

Motion by Webber and seconded by Swenson to approve the Consent Agenda which consisted of the Minutes to the March 24, 2020 Special Meeting, the Claims, cashing in CD # 44188 to the General Fund, approve purchase for the 125th/4th of July Celebration if held, Approve the 2020 Ambulance Subsidy Contract with Fillmore County, Approve Lawful Gambling at Pam's Liquor Store, approve the City Administrator's Employment agreement for Devin Swanberg, approve the 2019 City Audit. All present voting yes. Motion carried.

EDA REPORT:

Did not meet.

PARK BOARD:

Did not meet.

ARTS BOARD:

Did not meet.

BUILDING & MAINTENANCE:

Nothing to Report.

Mayor Donney closed the BOARD OF APPEALS AND EQUALIZATION HEARING at 7:30 PM.

2020 STREET PROJECT BONDING:

Mike Bubany, financial consultant with David Drown & Associates discussed selling bonds for the upcoming street project. Bubany suggested using MN Rural Water Loan funds. The consensus of the Council was to go with Bubany's suggestion and move forward with acceptance at the May 12, 2020 Council meeting.

OFFICIAL NEWSPAPER:

With the Harmony News/Leader being sold and dissolved, motion by Donney and seconded by Swenson to have the Fillmore County Journal as the City of Harmony's Official Newspaper. All present voting yes. Motion carried.

Upon no further business, Mayor Donney adjourned the meeting.

Mayor Steve Donney

Eileen Schansberg, Deputy Clerk

PAILEY K. GORDON

OBJECTIVE

I am searching for a position that will provide a sense of accomplishment at the end of the day and will provide service to the public.

PROFESSIONAL EXPERIENCE

*June 2018 to
April 2020*

Niagara Cave, Harmony, MN
Tour Guide

- CPR certified
- Retained information to present on tours
- Developed one-on-one relationships with members of tours
- Displayed strong customer service skills
- Educated all ages on cave's history and geology accurately
- Performed any task that was asked to be done, no matter the work

*June 2019 to
September 2019*

Fillmore County Journal, Preston, MN
Office Intern

- Displayed flexibility between diverse tasks
- Completed individual and group projects
- Created ads on Photoshop
- Formatted news articles on Indesign

*September 2018 to
Present*

Fillmore County Journal, Preston, MN
Journalist

- Conducted research and interviews for multiple feature articles
- Attend to city council meetings and reports accordingly
- Supply the public facts in articles
- Performed interviews in an efficient and friendly manner

EDUCATION

May 2021

Fillmore Central School, Harmony, MN



Service Level Agreement
Administration of Revenue Recapture

Date _____

State of Minnesota
Minnesota Department of Revenue

And

Harmony Ambulance

Agency Name

0035727104

Revenue Recapture ID

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Introduction

This Revenue Recapture Service Level Agreement between Harmony Ambulance (claimant agency, you, your) and the Minnesota Department of Revenue (Revenue, the department, we, us) defines the statutes and policies you must follow when using revenue recapture to resolve debts.

Statutory Authorization

Minnesota Statutes, Chapter 270A, also known as the Revenue Recapture Act, authorizes the commissioner of Revenue to collect debts for claimant agencies. Minnesota Administrative Rules 8165.0100 -- 8165.0400 provide additional guidelines for managing agency access.

Definitions

The following definitions apply to this service level agreement:

- A. **Authorized Users**
Employees within your agency earning W-2 wages.
- B. **Claimant Agency**
Any agency qualified to submit revenue recapture claims.
- C. **Commissioner**
The commissioner of revenue.
- D. **Contested Claim**
When a debtor disputes the validity of a claim.
- E. **Debt**
A specific amount of money a natural person is legally obligated to pay a claimant agency.
- F. **Date of Debt**
Date the debt was incurred.
- G. **Debtor**
A natural person who owes a debt to a claimant agency.
- H. **e-Services**
The online system claimant agencies use to manage revenue recapture claims. You must use this system to manage claims submitted to us.

I. Nonliable Spouse

A spouse that is not liable for an individual debt.

J. Notice to the Debtor

Notice you must provide a debtor when using the Revenue Recapture Program to collect a debt.

K. Priority of Claim

The order claims are paid.

L. Refund

Income tax refund, political contribution refund, property tax credit or refund, sustainable forest incentive payment, lottery prize, or payment made by recommendation of the Joint House-Senate Subcommittee on Claims.

M. Revenue Recapture

Revenue can take (recapture) state refunds and other refunds to pay claimant agencies through the revenue recapture process.

N. Service Level Agreement

The agreement that describes the duties and responsibilities of Revenue and the claimant agency.

O. Statute of Limitations

Legal amount of time an agency can collect a debt.

P. Reconciliation Report

Reports in e-Services are available to you to reconcile revenue recapture claims.

Q. Third-party

A person or entity who is an independent contractor, subcontractor, or billing agency.

Limitations

A. Claims submitted for revenue recapture must be at least \$25.

B. We will close claims when the balance is less than \$15.

Duties of Claimant Agency

Training and User Access

- A. Request access for authorized users only.
- B. Do not request access for third parties.
- C. Attend annual mandatory revenue recapture training.
- D. Do not share user IDs or passwords. Each authorized user must have their own user ID and password.
- E. Allow access for business purposes only.
- F. Update Revenue Recapture Program administrators and e-Services users when changes in staff occur.

Claim Requirements

- G. Ensure all debts referred to the Revenue Recapture Program meet the following statutory requirements:
 - a. The debtor's name and Social Security Number are available to submit the claim.
 - b. Agency must have a unique agency control number for each claim. This number can be up to 18 characters and it must not be a Social Security Number.
 - c. There is not a written payment agreement in place that prohibits use of revenue recapture.
 - d. The collection attempt will not result in a loss of federal funds.
 - e. Agency must monitor and remove claims prior to the expiration of the time period allowed by law to collect the claim.
 - f. Your agency's statutes and Minnesota Statutes, section 270A.03 subd. 2 allow claim submission.
- H. Adhere to the priority of claims by:
 - a. Sending a notice to the debtor for each claim filed
 - b. Submitting revenue recapture claims for each debt
 - c. Contacting Revenue before refunding revenue recapture or nonliable spouse overpayments.
- I. Update claims within 30 days of debt balance changes.

Notification Requirements

- J. Send a notice to the debtor no more than 30 days before but no later than five days after filing the claim.
- K. If the notice was returned due to an incorrect address, your agency must verify the address in e-Services. If there is a different address, you must send a new notification.
- L. The notice to the debtor must include the following information:
 - Date
 - Agency letterhead
 - Debtor name, address, city, state, and zip code
 - If the notice lists a specific refund type for revenue recapture, it must list all refund types:
 - State Tax Refunds
 - Lottery Winnings
 - Property Tax Credit or Refund
 - Other Funds
 - Intent to offset refunds and apply it to their debt until the debt is expired, paid, or canceled.
 - State law allows refunds to apply based on Minnesota Statutes, Chapter 270A, or the Revenue Recapture Act.
 - Debt detail, including agency name, date of debt, type of debt, debt description, debt amount(s), and total claim amount.
 - Exemption language if the debt is:
 - Based on overpayment of assistance, the debtor is a current recipient of assistance, and the payment is not based on a client waiver
 - Not an administrative or judicial finding of an intentional program violation
 - Owed to a program and the debtor is a client of that program at the time of notification, and is a current recipient of food stamps or food support, transitional childcare, or transitional medical assistance
 - For an obligation to pay medical care, including hospitalization, and the debtor's income is below specified levels at the time of service
 - The debtor's right to dispute the debt or claim at a contested claim hearing through the Office of Administrative Hearings (OAH). The debtor has 45 days to contest the claim in writing. Your agency must schedule a hearing within 30 days of receiving a written request.

Additional Notification Requirements

- Depending on statute, your agency's notification letter might require additional information.
- Your agency must keep a copy of the notification letter as long as the debt is within the statute of limitations, or until the debt is paid or canceled.

Process Requirements

M. Your agency must have processes to administer:

- a. Nonliable spouse claims
- b. Exemption claims
- c. Contested claim hearings
- d. Returned mail
- e. Statute of Limitations
- f. Refunds and overpayments

Other Key Items

N. Comply with Revenue's audits and correct issues found within the time limits given.

O. Your agency must keep adequate records including, but not limited to:

- g. Copy of the notification letter
- h. Claims filed
- i. Payments received
- j. Current balances

P. Notify us if your agency no longer qualifies to participate in the Revenue Recapture Program. You must cease all existing claims.

Duties of the Minnesota Department of Revenue

A. Provide mandatory training and support for agency staff who administer revenue recapture.

B. Send debtors a revenue recapture notice when we apply a refund to their debt.

This written notice must include the following information:

- a. The refund amount that applied to the debt
- b. Your address and phone number
- c. The right of the debtor to contest the validity of the revenue recapture claim

- d. For joint refunds, a nonliable spouse has the right to request their portion of the refund
- C. Process revenue recapture claims and account updates you submit by the next business day.
- D. Remit refund payment(s) to you each business day.
- E. Make reconciliation reports available to you through e-Services.
- F. Notify you before making changes to revenue recapture requirements or procedures and provide an anticipated schedule for the changes.
- G. Audit you to ensure compliance with Minnesota Statutes and this service level agreement.
- H. Provide you with annual Computer Based Training
- I. Inactivate users who have not accessed e-Services in 15 months.
- J. Suspend your agency if you do not follow Minnesota Statutes, rules, or policies.
- K. Require you to sign a Revenue Recapture Service Level Agreement.

Data Practice Responsibilities

- A. We can exchange private data on individuals between Revenue, the Minnesota Taxpayer Rights Advocate, the Minnesota Attorney General's Office, the claimant agency, and the debtor when necessary with the intent of collecting debts through the revenue recapture process.
- B. Data we collect from you relating to claims filed under revenue recapture are private data on individuals.
- C. Revenue recapture claims must be administered by W-2 employees of your agency.
- D. Your employees must have disclosure and anti-browsing training to access the database.

- E. Any person you employ or formerly employed who discloses information for any other reason than collecting debts using revenue recapture will be subject to civil and criminal penalties (See Minnesota Statutes, Chapter 270A.11).

Legal Requirements

- A. This agreement is effective for three years unless canceled by either party.
- B. A claimant agency defined under Minnesota Statutes, section 270A.03, subdivision 2, will be suspended from participation in the Revenue Recapture Program for a violation of the Revenue Recapture Act or Minnesota Rules after due notice and an opportunity for hearing.
- C. The authorized agent(s) for Harmony Ambulance (Agency Name)
Is/are: Devin Swanberg/Eileen Schansberg (User Name)
The authorized agent for the Minnesota Department of Revenue is the Collection Division director.
- D. You may not assign or transfer any rights or obligations under this service level agreement without prior written approval of the department.
- E. If you make changes, your authorized agent must sign a new service level agreement to continue using the Revenue Recapture Program.
- F. You and the department agree each party is responsible for their own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of any others and the results thereof.
- G. Any amendments to this agreement must be in writing and executed by the same parties who executed the original agreement or their successors in office.

Please indicate how your agency qualifies to participate in revenue recapture by referencing Minnesota Statutes, section 270A.03 subd. 2.

Qualifying agency type: Ambulance Service

Your authorized agent must sign, date, and return this agreement to us by Monday, May 19, 2020. This agreement will become effective on the date signed by the Minnesota Department

of Revenue Collection Division director. This agreement supersedes all prior formal and/or informal agreements between the two agencies regarding the Revenue Recapture Act.

AGENCY NAME: Harmony Ambulance

SIGNATURE: _____ DATE: _____

NAME (Printed): Devin Swanberg TITLE: City Administrator

EMAIL: administrator@harmony.mn.us PHONE: 507.886.8122

SECOND CONTACT

NAME (Printed): Eileen Schansberg TITLE: Dep Clerk/Amb Director

EMAIL: dc.ems@harmony.mn.us PHONE: 507.886.8122

Minnesota Department of Revenue
Collection Division

Sara Westly, Director

DATE _____

CITY OF HARMONY
City Council Claims for Review

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 101 General Fund					
General Fund		MN Sales Tax Due	ONE TIME VENDOR	sales tax returned-Masters	\$5.15
General Fund		Union Central Pension Fund	CENTRAL PENSION FUND	union pension	\$264.00
General Fund		Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union Insurance	\$3,795.00
General Fund		Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union Insurance short	\$75.00
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	Administration	Computer Supplies	BLUFF COUNTRY COMPUTER WORKS	I-Pad for Administrator	\$419.95
General Fund	Administration	Computer Supplies	ELAN FINANCIAL SERVICES	Zip Backup drive	\$128.84
General Fund	Administration	Envelopes and Letterhead	TULIP TREE STUDIOS, LLC	Business cards Swanberg	\$75.00
General Fund	Administration	General Operating Supplies	HARMONY FOODS	paper products	\$10.92
General Fund	Administration	Postage	QUADIENT, INC.	postage machine rental-qtrly	\$73.32
General Fund	Civil Defense	Telephone	HARMONY TELEPHONE COMPANY	Sirens/DSL Phone	\$89.58
General Fund	Civil Defense	Telephone	HARMONY TELEPHONE COMPANY	Sirens/DSL Phone	\$89.58
General Fund	Civil Defense	Telephone	HARMONY TELEPHONE COMPANY	Sirens/DSL Phone	\$89.58
General Fund	Community Center	Cleaning Supplies	DALCO	floor finish/bathroom cleaner	\$127.26
General Fund	Community Center	Cleaning Supplies	DALCO	bathroom supplies	\$117.21
General Fund	Community Center	Cleaning Supplies	HARMONY FOODS	dish detergent/Era	\$4.68
General Fund	Community Center	Contractual Services	ONE TIME VENDOR	Event cancelled-Covid19 Masters	\$69.85
General Fund	Community Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Comm Ctr	\$1,712.03
General Fund	Community Center	Gas Utilities	MINNESOTA ENERGY	monthly gas bill Comm Ctr	\$349.02
General Fund	Community Center	General Operating Supplies	KINGSLEY MERCANTILE	tape/hooks	\$8.69
General Fund	Community Center	General Operating Supplies	PRESTON AUTO PARTS	blow gun/adaptor/chuck	\$30.06
General Fund	Community Center	Motor Fuels/Lubricants	KWIK TRIP, INC	gas-Chevy pickup	\$26.58
General Fund	Community Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Comm Ctr	\$38.21
General Fund	Community Center	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Elec cord/rake/hammer/screwdriver/driver	\$91.54
General Fund	Community Center	Telephone	HARMONY TELEPHONE COMPANY	Admin Phone/DSL	\$219.45
General Fund	Community Center	Telephone	HARMONY TELEPHONE COMPANY	Admin Phone/DSL	\$221.49
General Fund	Community Center	Telephone	HARMONY TELEPHONE COMPANY	Admin Phone/DSL	\$223.60
General Fund	Community Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Comm Ctr	\$25.56
General Fund	Community Events	General Operating Supplies	J & M DISPLAYS, INC	4th of July Fireworks	\$7,000.00
General Fund	Financial Administration	Postage	ELAN FINANCIAL SERVICES	postage paid envelopes	\$263.47
General Fund	Legal Services	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	Apr Legal services	\$261.00
General Fund	Personnel Administration	General Operating Supplies	BIGALK, TERRY	reimbursed for flash drives for Time Cards	\$15.81
General Fund	Personnel Administration	General Operating Supplies	SCHANSBERG, EILEEN	Wellness Program	\$69.99
General Fund	Police Department	Contractual Services	FILLMORE COUNTY SHERIFF	1st Qtr Sheriff Contract	\$26,560.24

CITY OF HARMONY
City Council Claims for Review

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
General Fund	Police Department	Telephone	HARMONY TELEPHONE COMPANY	Police Phone	\$43.36
General Fund	Police Department	Telephone	HARMONY TELEPHONE COMPANY	Police Phone	\$41.91
General Fund	Police Department	Telephone	HARMONY TELEPHONE COMPANY	Police Phone	\$41.80
General Fund	Public Works Buildings	Cleaning Supplies	HARMONY FOODS	bathroom tissue	\$12.79
General Fund	Public Works Buildings	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Shop	\$223.12
General Fund	Public Works Buildings	Gas Utilities	MINNESOTA ENERGY	monthly gas bill Shop	\$186.20
General Fund	Public Works Buildings	General Operating Supplies	KINGSLEY MERCANTILE	duct tape/crazy glue/markings paint/spray	\$29.75
General Fund	Public Works Buildings	General Operating Supplies	MISSISSIPPI WELDERS SUPPLY CO	Oxygen/CO2 cylinders	\$54.90
General Fund	Public Works Buildings	Telephone	HARMONY TELEPHONE COMPANY	Shop DSL	\$44.95
General Fund	Public Works Buildings	Telephone	HARMONY TELEPHONE COMPANY	Shop DSL	\$44.95
General Fund	Public Works Buildings	Telephone	HARMONY TELEPHONE COMPANY	Shop DSL	\$44.95
General Fund	Public Works Buildings	Water Utilities	HARMONY PUBLIC UTILITIES	water-Shop	\$21.07
General Fund	Streets	General Operating Supplies	KINGSLEY MERCANTILE	hog rings	\$6.99
General Fund	Streets	Motor Fuels/Lubricants	KWIK TRIP, INC	gas/diesel tractor/skid steer/1-ton	\$184.09
General Fund	Streets	Motor Fuels/Lubricants	RUN RIGHT POWER LLC	premix fuel	\$14.98
General Fund	Streets	Sign Materials	HAHN LUMBER CO	10 steel T posts	\$57.50
General Fund	Streets	Street Maint Materials	BRUENING ROCK PRODUCTS, INC	road rock	\$2,799.50
General Fund	Streets	Street Maint Materials	MIDWEST PATCH	street patching	\$772.80
General Fund	Visitor Center	Cleaning Supplies	DALCO	bathroom cleaner	\$38.47
General Fund	Visitor Center	Cleaning Supplies	KINGSLEY MERCANTILE	scraper/sponges	\$17.16
General Fund	Visitor Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Vis Ctr	\$118.49
General Fund	Visitor Center	Gas Utilities	MINNESOTA ENERGY	monthly gas bill-Vis Ctr	\$206.06
General Fund	Visitor Center	Motor Fuels/Lubricants	KWIK TRIP, INC	gas-Chevy pickup	\$26.57
General Fund	Visitor Center	Repair/Maint Bldg/Structures	WHV, INC	roof preventative maintenance	\$3,392.00
General Fund	Visitor Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Vis Ctr	\$22.09
General Fund	Visitor Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Vis Ctr	\$14.59
Fund 101 General Fund					\$51,191.70
Fund 211 Library Fund					
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audio books on CD	\$52.23
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audio books on CD	\$38.48
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	Audio books on CD	\$24.74
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$80.56
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$97.43
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$25.98
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$43.68
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVD	\$7.83
Library Fund	Library	Office Accessories	DEMCO, INC	Cases for Audio books	\$735.40

CITY OF HARMONY
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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Library Fund	Library	Repair/Maint Office Equipment	CANON FINANCIAL SERVICES, INC	copier Lease	\$44.00
Library Fund	Library	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Basic Services & PC Support	\$599.02
Library Fund	Library	Telephone	HARMONY TELEPHONE COMPANY	Library Phone	\$46.88
Library Fund	Library	Telephone	HARMONY TELEPHONE COMPANY	Library Phone	\$47.21
Library Fund	Library	Telephone	HARMONY TELEPHONE COMPANY	Library Phone	\$47.80
Fund 211 Library Fund					\$1,891.24
Fund 222 Fire Fund					
Fire Fund	Fire Department	Medical and Dental Fees	MED-COMPASS, INC	SCBA Physical & fit test exams-Firemen	\$2,230.00
Fire Fund	Fire Stations and Bldgs	Cleaning Supplies	HARMONY FOODS	bathroom tissue	\$9.89
Fire Fund	Fire Stations and Bldgs	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Firehall	\$260.97
Fire Fund	Fire Stations and Bldgs	Gas Utilities	MINNESOTA ENERGY	monthly gas bill Firehall	\$192.82
Fire Fund	Fire Stations and Bldgs	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Firehall	\$22.34
Fire Fund	Fire Stations and Bldgs	Telephone	HARMONY TELEPHONE COMPANY	Fire Phone	\$43.93
Fire Fund	Fire Stations and Bldgs	Telephone	HARMONY TELEPHONE COMPANY	Fire Phone	\$43.93
Fire Fund	Fire Stations and Bldgs	Telephone	HARMONY TELEPHONE COMPANY	Fire Phone	\$43.93
Fire Fund	Fire Stations and Bldgs	Water Utilities	HARMONY PUBLIC UTILITIES	water-Firehall	\$15.11
Fund 222 Fire Fund					\$2,862.92
Fund 223 Ambulance Fund					
Ambulance Fund	Ambulance Service	Financial Services Fees	EXPERT T BILLING	Amb billing for April	\$308.00
Ambulance Fund	Ambulance Service	Medical and Dental Fees	WINNESHIEK CO. MEMORIAL HOSPIT	intercept chgs LV	\$248.00
Ambulance Fund	Ambulance Service	Medical and Dental Fees	WINNESHIEK CO. MEMORIAL HOSPIT	intercept chgs GE	\$248.00
Ambulance Fund	Ambulance Service	Medical and Dental Fees	WINNESHIEK CO. MEMORIAL HOSPIT	intercept chgs RE	\$248.00
Ambulance Fund	Ambulance Service	Medical Supplies	1 SOURCE	office supplies	\$87.04
Ambulance Fund	Ambulance Service	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	medical supplies	\$216.56
Ambulance Fund	Ambulance Service	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	medical oxygen	\$36.16
Ambulance Fund	Ambulance Service	Medical Supplies	SCHANSBERG, EILEEN	masks reimbursed	\$24.00
Ambulance Fund	Ambulance Service	Miscellaneous	MN DEPT OF HUMAN SERVICES-MMIS	2020 Fed Share Amb Subsidy pmt	\$734.00
Ambulance Fund	Ambulance Service	Motor Fuels/Lubricants	KWIK TRIP,INC	diesel-Amb	\$208.24
Ambulance Fund	Ambulance Service	Taxes, Licenses & Permits	EMSRB	State Ambulance Licensure-2 yr	\$246.00
Ambulance Fund	Ambulance Service	Telephone	VERIZON WIRELESS	monthly cell service	\$47.74
Fund 223 Ambulance Fund					\$2,651.74
Fund 251 Park Fund					
Park Fund	Parks	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Parks	\$154.50
Park Fund	Parks	Equipment Parts	KINGSLEY MERCANTILE	T Shut off	\$13.49
Park Fund	Parks	Equipment Parts	RUN RIGHT POWER LLC	blades for Altoz	\$134.03

CITY OF HARMONY
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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Park Fund	Parks	General Operating Supplies	RUN RIGHT POWER LLC	Titanium line	\$15.85
Park Fund	Parks	General Operating Supplies	TEAM LABORATORY CHEM. CORP.	Mosquito Dunks	\$134.00
Park Fund	Parks	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-parks	\$111.37
Park Fund	Parks	Other Equipment	RUN RIGHT POWER LLC	lawn mower Altoz	\$7,972.00
Park Fund	Parks	Other Equipment	RUN RIGHT POWER LLC	bagger kit for Altoz	\$2,899.00
Park Fund	Parks	Repair/Maint Other Improve	WHALENS MOONLIGHT MOTOR SPOR	broom/mower rental	\$250.00
Fund 251 Park Fund					\$11,684.24
Fund 261 Arts Fund					
Arts Fund	Arts	Program Services	ONE TIME VENDOR	Arts Scholarship 2020	\$100.00
Fund 261 Arts Fund					\$100.00
Fund 601 Water Fund					
Water Fund	Water Utility Administratio	Postage	ELAN FINANCIAL SERVICES	postage paid envelopes	\$263.47
Water Fund	Water Utility Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine cylinder	\$5.00
Water Fund	Water Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-pumphouses	\$1,064.22
Water Fund	Water Utility Operation	Gas Utilities	MINNESOTA ENERGY	monthly gas bill-pumphouses	\$68.94
Water Fund	Water Utility Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Water Testing Lab Fees	\$40.00
Water Fund	Water Utility Operation	Repair/Maint Other Improve	ITRON, INC	software maint contract	\$80.00
Water Fund	Water Utility Operation	Small Tools and Minor Equip	USA BLUEBOOK	AccuVac Snapper sampler	\$19.89
Fund 601 Water Fund					\$1,541.52
Fund 602 Sewer Fund					
Sewer Fund		F/A-Other Equipment	QUALITY FLOW SYSTEMS, INC	Recirculating pump	\$17,692.00
Sewer Fund		F/A-Other Equipment	USA BLUEBOOK	Microscope	\$1,501.70
Sewer Fund	Sewer Administration	Postage	ELAN FINANCIAL SERVICES	postage paid envelopes	\$263.47
Sewer Fund	Sewer Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine cylinder	\$5.00
Sewer Fund	Sewer Operation	Chemicals and Chem Products	USA BLUEBOOK	chlorine tablets	\$365.93
Sewer Fund	Sewer Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-WWTP/Lifts	\$1,714.42
Sewer Fund	Sewer Operation	Gas Utilities	MINNESOTA ENERGY	monthly gas bill-WWTP	\$596.22
Sewer Fund	Sewer Operation	General Operating Supplies	HARMONY FOODS	Vege Oil for WW plant	\$15.48
Sewer Fund	Sewer Operation	General Operating Supplies	KINGSLEY MERCANTILE	lighter	\$1.99
Sewer Fund	Sewer Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Wastewater Testing Lab Fees	\$873.40
Sewer Fund	Sewer Operation	Repair/Maint Bldg/Structures	WHV, INC	roof preventative maintenance	\$3,286.00
Sewer Fund	Sewer Operation	Repair/Maint Other Improve	ITRON, INC	software maint contract	\$80.00
Sewer Fund	Sewer Operation	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-WWTP	\$2,239.68
Sewer Fund	Sewer Operation	Sign Materials	USA BLUEBOOK	micro-organism chart	\$77.95
Sewer Fund	Sewer Operation	Small Tools and Minor Equip	KINGSLEY MERCANTILE	screw driver	\$7.29

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Sewer Fund	Sewer Operation	Small Tools and Minor Equip	USA BLUEBOOK	dispenser/test strips	\$31.75
Sewer Fund	Sewer Operation	Telephone	HARMONY TELEPHONE COMPANY	Lift Stations Dialer/DSL Phone	\$154.94
Sewer Fund	Sewer Operation	Telephone	HARMONY TELEPHONE COMPANY	Lift Stations Dialer/DSL Phone	\$161.80
Sewer Fund	Sewer Operation	Telephone	HARMONY TELEPHONE COMPANY	Lift Stations Dialer/DSL Phone	\$156.13
Sewer Fund	Sewer Operation	Utility Maint Materials	TEAM LABORATORY CHEM. CORP.	Lift station degreaser	\$2,101.50
Sewer Fund	Sewer Operation	Water Utilities	HARMONY PUBLIC UTILITIES	water-WWTP	\$1,475.64
Fund 602 Sewer Fund					\$32,802.29
Fund 603 Solid Waste Fund					
Solid Waste Fund	Solid Waste Administration	Postage	ELAN FINANCIAL SERVICES	postage paid envelopes	\$263.47
Fund 603 Solid Waste Fund					\$263.47
Fund 604 Electric Fund					
Electric Fund		Utility Deposits	UTILITY DEPOSIT REFUND	Refund Utility deposit B Heins	\$150.00
Electric Fund	Electric Utility Operation	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$54,747.51
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Streetlights	\$1,188.21
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Town Clock	\$13.21
Electric Fund	Electric Utility Operation	General Operating Supplies	PRESTON AUTO PARTS	marking spray paint	\$50.94
Electric Fund	Electric Utility Operation	Motor Fuels/Lubricants	KWIK TRIP, INC	gas-Ford pickup	\$37.58
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	locates/no locates	\$21.60
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	ITRON, INC	software maint contract	\$80.00
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	underground installed 430 2nd Ave SW	\$695.95
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	repair south siren	\$67.00
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	underground installed 360 2nd Av SE	\$796.53
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	new service underground 39 Main Av N	\$1,383.20
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	streetlight repair by Vis Ctr	\$170.13
Electric Fund	Electric Utility Operation	Repair/Maint Vehicles	HARMONY REPAIR SERVICE	chg out to winter tires F150	\$112.00
Electric Fund	Electric Utility Administration	Deposit Interst Paid	UTILITY DEPOSIT REFUND	Interest on deposit B Heins	\$0.41
Electric Fund	Electric Utility Administration	Postage	ELAN FINANCIAL SERVICES	postage paid envelopes	\$263.47
Fund 604 Electric Fund					\$59,777.74
Fund 620 Economic Development Authority					
Economic Development	Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA Phone	\$38.25
Economic Development	Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA Phone	\$35.54
Economic Development	Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA Phone	\$27.72
Fund 620 Economic Development Authority					\$101.51

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
					\$164,868.37



Administrators Report

April 5th to May 7th, 2020

ADMINISTRATION:

Attended EDA and City Council Meetings

Preconstruction Meeting on the 2020 Street project.

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

Met with personnel committee to discuss new city position possibility and their recommendations were as follows.

Start process of hiring a part time finance clerk, first review of applicants will be May 18th. Up to 25 hours a week at \$14- 17 an hour, or more depending on qualifications. This position is needed to help out daily operations of the office and to do bank reconciliations and payroll.

In the meantime we will contract with Ebdo, Eick and Myers to assists in these day to day and monthly tasks.

Completed April Payroll

Happy to be here, and excited to help Harmony Grow!



City Council

Agenda Item

Originating Staff: City Administrator Devin Swanberg	Meeting Date: May 12 th 2020	Agenda Item No. 6A
Agenda Section: New Business	Item: Resolution Providing for the issuance and sale of GO Bond	
BACKGROUND: This is the funding for the 2020 street project. We are bonding \$2,046,674 using the Minnesota Rural Water Association Mega Loan program. Mike Bubany will be at the meeting to answer any questions you might have.		
ATTACHMENTS: The Resolution of Issuance		
COUNCIL ACTION REQUESTED: To approve the resolution awarding the sale of a \$2,098,000 GO Improvement note		

EXTRACT OF MINUTES OF A MEETING
OF THE CITY COUNCIL
CITY OF HARMONY, MINNESOTA

HELD: MAY 12, 2020

Pursuant to due call, a regular or special meeting of the City Council of the City of Harmony, Fillmore County, Minnesota, was duly held at the City Hall on May 12, 2020, at 7:00 P.M., for the purpose, in part, of authorizing the issuance and awarding the sale of a \$2,098,000 General Obligation Improvement Note, Series 2020A.

The following members were present:

and the following were absent:

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF A \$2,098,000 GENERAL
OBLIGATION IMPROVEMENT NOTE, SERIES 2020A, PLEDGING SPECIAL
ASSESSMENTS AND LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, the City of Harmony, Minnesota (the "City"), has heretofore determined and declared that it is necessary and expedient to issue a \$2,098,000 General Obligation Improvement Note, Series 2020A (the "Note"), pursuant to Minnesota Statutes, Chapters 429 and 475, to finance the construction of various street and utility improvements in the City (the "Improvements"); and

B. WHEREAS, the Improvements and all their components have been ordered prior to the date hereof, after a hearing thereon for which notice was given describing the Improvements or all their components by general nature, estimated cost, and area to be assessed; and

C. WHEREAS, the City has retained David Drown Associates, Inc., in Minneapolis, Minnesota, as its independent municipal advisor for the sale of the Note and was therefore authorized to sell the Note by private negotiation in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9); and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Harmony, Minnesota, as follows:

1. Acceptance of Offer. The offer of First Independent Bank, Russell, Minnesota (the "Purchaser"), to purchase the Note at the rate of interest hereinafter set forth and to pay therefor the sum of par is hereby accepted.

2. Note Terms; Original Issue Date; Denominations; Maturities; Interest and Redemption. The City shall forthwith issue the Note, which shall be in fully registered form without interest coupons, shall be dated, mature, bear interest, be subject to redemption and be payable as provided in the form of the Note.

3. Purpose. The Note shall provide funds to finance the Improvements. The total cost of the Improvements, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Note. Work on the Improvements shall proceed with due diligence to completion. The City covenants that it shall do all things and perform all acts required of it to assure that work on the Improvements proceeds with due diligence to completion and that any and all permits and studies required under law for the Improvements are obtained.

4. Registrar. The Administrator-Clerk-Treasurer of the City of Harmony, Minnesota, is appointed to act as registrar and transfer agent with respect to the Note (the "Registrar"), and shall do so unless and until a successor Registrar is duly appointed. The Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Note shall be paid to the registered holder (or record holder) of the Note in the manner set forth in the form of Note.

5. Form of Note. The Note, together with the Certificate of Registration, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
FILLMORE COUNTY
CITY OF HARMONY

R-1

\$2,098,000

GENERAL OBLIGATION IMPROVEMENT NOTE, SERIES 2020A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>
1.95%	February 1, 2031	June 1, 2020

REGISTERED OWNER: FIRST INDEPENDENT BANK, RUSSELL, MINNESOTA

PRINCIPAL AMOUNT: TWO MILLION NINETY EIGHT THOUSAND DOLLARS

The City of Harmony, Fillmore County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or assigns duly certified on the Certificate of Registration attached to and made a part of this Note (the "Owner"), in the manner hereinafter set forth, the \$2,098,000 principal amount of this Note in the principal installments due on February 1 of the years and in the amounts, respectively, as follows, with each such principal installment bearing interest until paid at the interest rate of 1.95% per annum:

Principal Installments		Principal Installments	
<u>Due February 1</u>	<u>Amount</u>	<u>Due February 1</u>	<u>Amount</u>
2022	\$192,000	2027	\$212,000
2023	196,000	2028	216,000
2024	199,000	2029	220,000
2025	203,000	2030	224,000
2026	207,000	2031	229,000

Interest. Interest shall be payable semiannually on February 1 and August 1 of each year, commencing February 1, 2021, and shall be calculated on the basis of a 360 day year consisting of twelve thirty-day months. At the time of final payment of all principal and interest on this Note, the Owner shall surrender this Note to the Administrator-Clerk-Treasurer of the City of Harmony, Minnesota (the "Registrar").

Redemption. This Note shall be subject to redemption and prepayment at the option of the Issuer: (i) in whole, on February 1, 2030, and any date thereafter, at a price of par plus accrued interest; (ii) in part, on February 1, 2030, and on any payment date thereafter, at a price of par plus accrued interest; and (iii) in part, on any non-scheduled payment date after February 1, 2030, at a price of par, plus accrued interest, plus a \$200 fee.

Date of Payment Not a Business Day. If the nominal date for payment of any principal of or interest on this Note shall not be a business day of the Issuer or of the Owner, then the date for such payment shall be the next such business day and payment on such business day shall have the same force and effect as if made on the nominal date of payment.

Fees upon Loss. The Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with any legal or unusual costs regarding a lost Note.

Treatment of Registered Owner. The Issuer and Registrar may treat the person in whose name this Note is registered as the holder hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note shall be overdue, and neither the Issuer nor the Registrar shall be affected by notice to the contrary.

Issuance; Purpose; General Obligation. This Note is issued as a single instrument in the total principal amount of \$2,098,000, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on May 12, 2020 (the "Resolution") for the purpose of providing funds to finance the construction of various street and utility improvements within the jurisdiction of the Issuer. This Note is payable out of the General Obligation Improvement Note, Series 2020A Fund of the Issuer. This Note constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Transfer. This Note is transferable, as provided in the Resolution, upon the Register kept by the Registrar upon surrender of this Note together with a written instrument of transfer duly

executed by the Owner or the Owner's attorney duly authorized in writing, and thereupon a new, fully registered Note in the same aggregate principal amount shall be issued to the transferee in exchange therefor (or the transfer shall be duly recorded on the Register and the Certificate of Registration hereof), upon the payment of charges and satisfaction of applicable conditions, if any, as therein prescribed; provided that such transfer may occur only with respect to the entire Note and all of the remaining principal amount of the sole final maturity hereof. The City may treat and consider the person in whose name this Note is registered as the absolute Owner hereof for the purpose of receiving payment of or on account of the principal of and interest on this Note and for all other purposes whatsoever.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Registration hereon shall have been executed by the Registrar.

Qualified Tax-Exempt Obligation. This Note has been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Note, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Harmony, Fillmore County, Minnesota, by its City Council has caused this Note to be executed on its behalf by the manual signatures of its Mayor and its Administrator-Clerk-Treasurer, the corporate seal of the City having been intentionally omitted as permitted by law.

Date of Registration:
June 1, 2020

CITY OF HARMONY,
FILLMORE COUNTY, MINNESOTA

REGISTRABLE BY AND
PAYABLE AT:

Office of the Administrator-Clerk-
Treasurer
City of Harmony, Minnesota

[manual signature] _____
Mayor

[manual signature] _____
Administrator-Clerk-Treasurer

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or the registered owner's legal representative last noted below:

[illegible]

6. Execution. The Note shall be in typewritten form, shall be executed on behalf of the City by the manual signatures of its Mayor and Administrator-Clerk-Treasurer, the seal having been omitted as permitted by law. In the event of disability or resignation or other absence of either such officer, the Note may be signed by the manual signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

7. Delivery; Application of Proceeds. The Note when so prepared and executed shall be delivered by the Administrator-Clerk-Treasurer to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

8. Fund and Accounts. There is hereby established a special fund to be designated the "General Obligation Improvement Note, Series 2020A Fund" (the "Fund") to be administered

and maintained by the Administrator-Clerk-Treasurer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Note and the interest thereon have been fully paid. In such records there shall be established accounts of the Fund for the purposes and in the amounts as follows:

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the Note, plus any special assessments levied with respect to the Improvements and collected prior to completion of the Improvements and payment of the costs thereof. From the Construction Account there shall be paid all costs and expenses of making the Improvements listed in paragraph 9, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. Moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Notes may also be used to the extent necessary to pay interest on the Note due prior to the anticipated date of commencement of the collection of taxes or special assessments herein levied or covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Construction Account, the balance (other than any special assessments) shall be transferred by the City Council to the Debt Service Account or the fund of any other improvement instituted pursuant to Minnesota Statutes, Chapter 429, and provided further that any special assessments credited to the Construction Account shall only be applied towards payment of the costs of the Improvements upon adoption of a resolution by the City Council determining that the application of the special assessments for such purpose will not cause the City to no longer be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

(b) Debt Service Account. To the Debt Service Account there shall be credited:

- (i) all collections of special assessments herein covenanted to be levied with respect to the Improvements and either initially credited to the Construction Account and not already spent as permitted above and required to pay any principal and interest due on the Note or collected subsequent to the completion of the Improvements and payment of the costs thereof;
- (ii) capitalized interest in the amount of \$27,274, together with interest earnings thereon, and subject to such other adjustments as are appropriate to provide sufficient funds to pay interest due on the Note on or before February 1, 2021;
- (iii) all collections of all taxes herein and hereafter levied for the payment of the Note and interest on the Note;
- (iv) all investment earnings on funds held in the Debt Service Account; and
- (v) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account.

The Debt Service Account shall be used solely to pay the principal and interest and any premiums for redemption of the and any other general obligation bonds of the City hereafter issued by the City and made payable from said account as provided by law.

No portion of the proceeds of the Note shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Note was issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Note or \$100,000. To this effect, any proceeds of the Note and any sums from time to time held in the Construction Account or Debt Service Account (or any other City account which will be used to pay principal

or interest to become due on the Note payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Note to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

9. Special Assessments. It is hereby determined that no less than 20% of the cost to the City of each Improvement financed hereunder within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments to be levied against every assessable lot, piece and parcel of land benefitted by any of the Improvements. The City hereby covenants and agrees that it will let all construction contracts not heretofore let within one year after ordering each Improvement financed hereunder unless the resolution ordering the Improvement specifies a different time limit for the letting of construction contracts. The City hereby further covenants and agrees that it will do and perform as soon as they may be done all acts and things necessary for the final and valid levy of such special assessments, and in the event that any such assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the City or the City Council or any of the City officers or employees, either in the making of the assessments or in the performance of any condition precedent thereto, the City and the City Council will forthwith do all further acts and take all further proceedings as may be required by law to make the assessments a valid and binding lien upon such property. The special assessments have heretofore been authorized. Subject to such adjustments as are required by the conditions in existence at the time the assessments are levied, it is hereby determined that the assessments shall be payable in equal, consecutive, annual installments, with general taxes for the years shown below and with interest on the declining balance of all such assessments at the rates per annum not less than the rate per annum set forth opposite the collection years specified below:

<u>Improvement Designation</u>	<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>	<u>Rate</u>
2020 Street & Utility Improvements	2020-2029	2021-2030	\$73,406	2.95%

At the time the special assessments are in fact levied the City Council shall, based on the then current estimated collections of the special assessments, make any adjustments in any ad valorem taxes required to be levied in order to assure that the City continues to be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

10. Tax Levy; Coverage Test. To provide moneys for payment of principal and interest on the Note, there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
2020	2021	\$171,150
2021	2022	171,419
2022	2023	170,556
2023	2024	170,681
2024	2025	170,725
2025	2026	171,736
2026	2027	171,596
2027	2028	171,373
2028	2029	171,069
2029	2030	171,732

The tax levies are such that if collected in full they, together with estimated collections of special assessments and other revenues, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Note. The tax levies shall be irrevocable so long as the Note is outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

11. Defeasance. When the Note has been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holder of the Note shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to the Note which is due on any date by irrevocably depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if the Note should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to principal installments of the Note called for redemption on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to the Note, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

12. Compliance With Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Note, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid (collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Note, and (ii) a de minimis amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or five percent of the proceeds of the Note.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Note or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Note and in all events within the period ending on the date which is the later of three years after payment of the Reimbursement Expenditure or one year after the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of Note proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Note is issued, shall be treated as made on the day the Note is issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its bond counsel for the Note stating in effect that such action will not impair the tax-exempt status of the Note.

13. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Note, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Note and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

14. Certificate of Registration. The Administrator-Clerk-Treasurer is hereby directed to file a certified copy of this resolution with the County Auditor of Fillmore County, Minnesota, together with such other information as the Auditor shall require, and to obtain the County

Auditor's certificate that the Note has been entered in the County Auditor's Bond Register and that the tax levy required by law has been made.

15. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Note, certified copies of all proceedings and records of the City relating to the Note and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

16. Negative Covenant as to Use of Proceeds and Project. The City hereby covenants not to use the proceeds of the Note or to use the Project, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Note to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

17. Tax-Exempt Status of the Note; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Note, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Note, and (iii) the rebate of excess investment earnings to the United States if the Note (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small-issuer exception amount of \$5,000,000.

For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements for governmental units issuing \$5,000,000 or less of bonds, the City hereby finds, determines and declares that (i) the Note is issued by a governmental unit with general taxing powers; (ii) no Note is a private activity bond; (iii) 95% or more of the net proceeds of the Note is to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City); and (iv) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all entities subordinate to, or treated as one issuer with the City) during the calendar year in which the Note is issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

18. Designation of Qualified Tax-Exempt Obligations. In order to qualify the Note as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City hereby makes the following factual statements and representations:

- (a) the Note is issued after August 7, 1986;
- (b) the Note is not a "private activity bond" as defined in Section 141 of the Code;
- (c) the City hereby designates the Note as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code;

(d) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities treated as one issuer with the City, and all subordinate entities whose obligations are treated as issued by the City) during this calendar year 2020 will not exceed \$10,000,000;

(e) not more than \$10,000,000 of obligations issued by the City during this calendar year 2020 have been designated for purposes of Section 265(b)(3) of the Code; and

(f) the aggregate face amount of the Note does not exceed \$10,000,000.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

19. Offering Circular. The Offering Circular relating to the Note prepared and distributed by David Drown Associates, Inc., is hereby approved and the officers of the City are authorized in connection with the delivery of the Note to sign such certificates as may be necessary with respect to the completeness and accuracy of the Offering Circular.

20. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

21. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF FILLMORE
CITY OF HARMONY

I, the undersigned, being the duly qualified and acting Administrator-Clerk-Treasurer of the City of Harmony, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to providing for the issuance and sale of a \$2,098,000 General Obligation Improvement Note, Series 2020A.

WITNESS my hand on May 12, 2020.

Administrator-Clerk-Treasurer



City Council
Agenda Item

Originating Staff: City Administrator	Meeting Date: May 12 th , 2020	Agenda Item No. 6b
Agenda Section: New Business	Item: Pump Replacement	
BACKGROUND: New Vaughn pump to replace our failing Aurora pump. This is no longer a want or a nice to have it is now a must have item to keep the plant running with the up coming potential for large rain falls. This pump is \$15,598 to replace and we can use funds from the storm water and sewer funds and if that will not cover, we can borrow from the water fund. Corey will be there to answer any questions		
ATTACHMENTS: Quote with specs		
COUNCIL ACTION REQUESTED: To make a decision on the new pump.		



800 6th St. N.W.
New Prague, MN 56071
Office: (952) 758-9445
Fax: (952) 758-9661

Quotation

To: Harmony, MN

Date: 4/27/2020

Attn: Cory Whalen

From: Cory Malay

Phone: (952) 221-9800

Re: Harmony MN; WWTP, Aurora Pump Replacement

Item A

Vaughn Replacement Pump;

This will consist of supplying a new Vaughn pump to replace your failing Aurora pump. Please see my itemized parts and labor breakdown below.

<u>Qty</u>	<u>Description</u>
------------	--------------------

1	Vaughn, Model PT4L6CS-085, Vertical Pedestal Chopper Pump to Include: <ul style="list-style-type: none">• Casing & Tangential Discharge At 12 O'clock - cast ductile iron, with 4" 125lb ANSI rated discharge flange• Pedestal Base with Inlet Flange, 6" 150lb ANSI rated forged steel elbow, pedestal mounted, Base plate fabricated from 1018 steel, complete with anchor bolt holes• Impeller, Cutter Bar, Upper Cutter, and Cutter Nut – cast steel, heat treated to minimum 60 Rockwell C hardness. Impeller dynamically balanced• Mechanical seal, Cartridge type with TC faces, manufactured by Vaughn• Elastomers, Buna N• Bearings, Oil bath lubricated, ball type• Shaft, Heat treated steel.• Drive, 5hp, 1200RPM, 230/460V, 3 phase, 60Hz, 1.15 SF, TEFC• Coupling, Elastomeric type TB woods• Motor Mount, 1018 steel, piloted for "C" flanged motor mount• Base, fabricated 1018 steel, complete with anchor bolt holes.• Pump Premium Finish, Sandblasted and a single coat of Tnemec perma-shield PL series 431 Epoxy (minimum 5 MDFT) (except motor)
1	Installation
1	Piping Modifications
1	Freight to Jobsite

Total Sell Price for Item A is \$15,598.00 (any applicable taxes)

Terms:

Quotation is valid for 30 days. Based upon Quality Flow Systems Standard Terms and Conditions of Sale; copy provided upon request.

Proposed Delivery Schedule:

Item A: New pump 6 – 8 week lead time

Thank you for this opportunity to be of service to you. If you have any questions, please don't hesitate to call.
952-221-9800

Sincerely,

Cory Malay
Cory Malay



Chopper

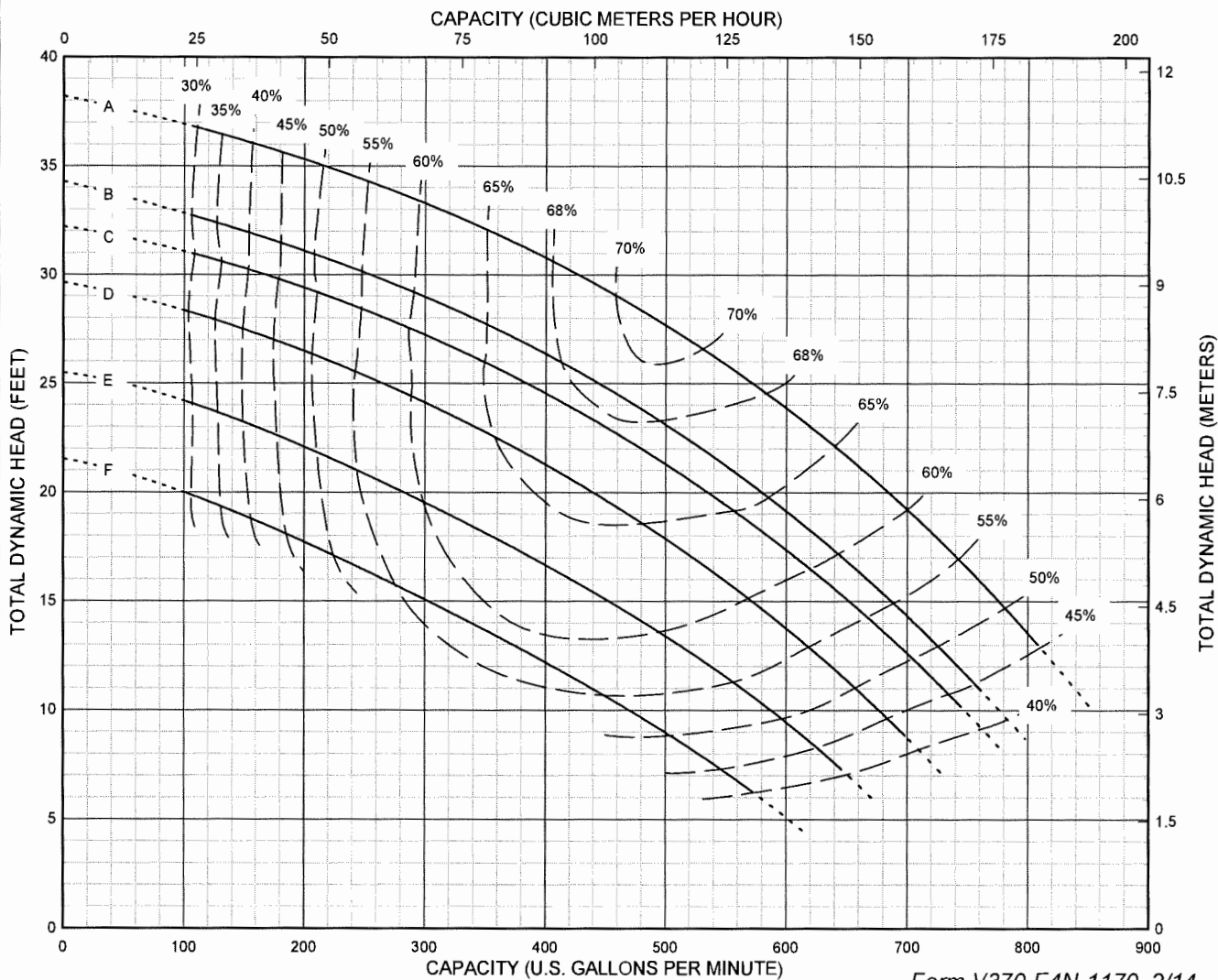
PERFORMANCE CURVE

Models:
HE4L6
PE4L6

Back-Pull-Out Casing
4-Blade Impeller
4" Discharge
6" Suction

CURVE	POWER (HP/KW)	SPEED (RPM)	IMPELLER DIAMETER
A	7.5 / 5.5	1170	8.90" (226 mm)
B	5 / 4	1170	8.50" (216 mm)
C	5 / 4	1170	8.30" (211 mm)
D	5 / 4	1170	8.00" (203 mm)
E	5 / 4	1170	7.50" (191 mm)
F	5 / 4	1170	7.00" (178 mm)

DO NOT OPERATE PUMP IN DOTTED PORTION OF CURVES. PUMPS MAY EXCEED HP SHOWN IF OPERATED IN DOTTED PORTION OF CURVE. CURVES ARE SUBJECT TO CHANGE WITHOUT NOTICE. EFFICIENCIES SHOWN ARE NOMINAL BOWL. GUARANTEED MINIMUM EFFICIENCIES PER H.I. LEVEL A.



Form V370-E4N-1170 2/14



City Council
Agenda Item

Originating Staff: Administrator Devin Swanberg	Meeting Date: May 12, 2020	Agenda Item No. 6c
Agenda Section: New Business	Item: Liquor License Discussion	
BACKGROUND: Due to COVID-19 Have the city to look in to any way they could help small business owners when it comes to liquor licenses. Greg Schieber will be at the meeting to help answer what the city can and can not do.		
ATTACHMENTS: None		
COUNCIL ACTION REQUESTED: Just to examine possibilities before approving liquor licenses		

§113.31 HEARING AND ISSUANCE.

The Council shall investigate all facts set out in the application and any discovered in the background and financial investigation. Opportunity shall be given to any person to be heard for or against the granting of the license. After the investigation and hearing, the Council shall in its sound discretion grant or deny the application. No license shall become effective until the proof of financial security has been approved by the Commissioner of Public Safety.

§113.32 RESTRICTIONS ON ISSUANCE.

(A) Each license shall be issued only to the applicant for the premises described in the application.

(B) Not more than one license shall be directly or indirectly issued within the city to any one person.

(C) No license shall be granted or renewed for operation on any premises on which taxes, assessments, utility charges, service charges, or other financial claims of the city are delinquent and unpaid.

(D) No license shall be issued for any place or any business ineligible for a license under state law.

(E) No license shall be issued to any person who is not a resident of the state. If the applicant is a corporation, all of the shareholders shall be residents of the state. The provisions of this division (E) shall not apply to any license existing on the effective date of this chapter or to the renewal of an existing license.

(F) No license shall be granted within 500 feet of any school or church. The distance is to be measured from the closest side of the church to the closest side of the structure on the premises within which liquor is to be sold.

Penalty, see §113.99

§113.33 CONDITIONS OF LICENSE.

The failure of a licensee to meet any one of the conditions of the license specified below shall result in a suspension of the license until the condition is met.

(A) Every licensee is responsible for the conduct of the place of business and the conditions of sobriety and order in it. The act of any employee on the licensed premises is deemed the act of the licensee as well, and the licensee shall be liable to all penalties provided by this chapter and the law equally with the employee.



City Council
Agenda Item

Originating Staff: Administrator Devin Swanberg	Meeting Date: May 12, 2020	Agenda Item No. 6d
Agenda Section: New Business	Item: Liquor Licenses	
BACKGROUND: Every year businesses must reapply for liquor license in order to sell liquor both on and off sale. In order to be approved all city utilities and property taxes must be up to date. Looking for the approval of Pam's Corner Convenience, Estelle's Eatery, On the Crunchy Side and the Harmony Golf Course.		
ATTACHMENTS: Liquor License applications for Pam's, Estelle's, On the Crunchy Side, and the Golf Course		
COUNCIL ACTION REQUESTED: To vote on the license's approval		



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: OFSL License Period Ending: 6/30/2020 Iden: 69531
Issuing Authority: Harmony
Licensee Name: Pam's Corner Convenience LLC
Trade Name: Pam's Off Sale Liquor
Address: 25 Center St East
Harmony, MN 55939
Business Phone:
License Fees: Off Sale: \$240.00 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 \$100,000 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).

Pamela Brand OB SSN Date
Licensee Signature (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).

Police/Sheriff Signature Date
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.

Supplemental Information

- Supply the information requested below for each partner if a partnership or each officer if a corporation.

Name	Title	SSN	Date of Birth	Address
Pamela Brand				Hwy 43 55971

- Owner/managers' occupation/business for the last five years.

Convenience store owner / off-Sale Liquor owner

- Owner/managers' references.

Schutt Distributing - Rochester, md
Northern Distributing - Rochester, md
Repsi Cola - La Crosse, WI

- Name and address of owner of the premises to be licensed.

Pamela Brand
25382 State Hwy 43 Bushford, md 55971

- YES/NO.** Has any of the owner/managers ever applied for or held a license for alcoholic beverages in any other jurisdiction? If so, describe on a separate sheet of paper (give business name & address, jurisdiction name & address, and dates). (see attached)
- YES/NO.** Has any of the owner/managers ever been convicted of a felony or of a violation of any federal or state laws or local ordinances relating to the manufacture, possession, transportation or sale of alcoholic beverages? If so, describe on a separate sheet of paper (give owners/managers' names, description of violations, court name & address, and dates of conviction).
- YES/NO.** Does any manufacturer or wholesaler of alcoholic beverages have any ownership or other financial interest in the business? If so, describe on a separate sheet of paper.
- YES/NO.** Are there any delinquent property taxes, special assessments, utility or other charges due to the city on the property to be licensed?
- YES/NO.** Does the business carry liquor liability (Dram Shop) insurance? If so, attach a certificate of insurance.
- YES/NO.** On-Sale Applications Only. Is food served at this location? If so, indicate the seating capacity for food service. _____
- YES/NO.** On-Sale Applications Only. Will alcoholic beverages be sold or consumed outside of the enclosed building on the licensed premises? If so, attach a scale drawing showing the licensed premises, and areas where sales and consumption will take place.
- 3.2 Beer/Strong Beer & Wine Applications Only.** Sales of 3.2 Beer in the 12 month period ending _____ On-Sale _____ Off-Sale _____

Pam's Corner Convenience, LLC also owns and operates Pam's Off Sale Liquor in Rushford. This business was established on May 26, 2012.

The address of this location is: 105 State Hwy 16&43, Rushford, MN 55971 and the phone # is 507-864-7949.

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

BUSINESS LICENSE APPLICATION

Business

Business Name Pam's Corner Convenience LLC

Trade Name (d/b/a) Pam's Off Sale Liquor

Mailing Address PO Box 147
Rushford mn 55971

Telephone 43

Number of Years at this Location 24 years

Federal Tax ID or SSN _____

Owner/Manager

Name Pam Brand

Title owner

Street Address _____

Mailing Address _____ 43

Telephone _____

☐ 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 \$ 240

Term

The applicant requests the above licenses for a term from 12:01 a.m. on the 1st day of July, _____ to 12:00 midnight on the 30th day of June, _____.

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 Pamela Brand

Date 4-28-2020

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

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. The required workers' compensation insurance information is the name of the insurance company, the policy number, and the dates of coverage, or the permit to self-insure. 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.

BUSINESS NAME (Individual name only if no company name used)		LICENSE OR PERMIT NO (if applicable)	
Pam's Corner Convenience, LLC		092227.201	
DBA (doing business as name) (if applicable)			
Pam's Off Sale Liquor			
BUSINESS ADDRESS (PO Box must include street address)	CITY	STATE	ZIP CODE
25 Center St. East	Harmony	md	55939

YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1, 2 or 3 below.

NUMBER 1 COMPLETE THIS PORTION IF YOU ARE INSURED:

INSURANCE COMPANY NAME (not the insurance agent)		
S m		
WORKERS' COMPENSATION INSURANCE POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE
0		

NUMBER 2 COMPLETE THIS PORTION IF SELF-INSURED:

☐ I have attached a copy of the permit to self-insure.

NUMBER 3 COMPLETE THIS PORTION IF EXEMPT:

I am not required to have workers' compensation insurance coverage because:

- ☐ I have no employees.
- ☐ I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered: _____
- ☐ Other: _____

ALL APPLICANTS COMPLETE THIS PORTION:

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

APPLICANT SIGNATURE (mandatory)	TITLE	DATE
Pamela Seard	owner	4-28-2020

NOTE: If your Workers' Compensation policy is cancelled within the license or permit period, you must notify the agency who issued the license or permit by resubmitting this form.

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DLI) Voice or TDD (651) 297-4198.

CERTIFICATE LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/28/2020

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 endorsements.

PRODUCER HORIHAN INSURANCE 302 S. MILL P.O. BOX 725 RUSHFORD MN 55971	INSURER A: IMT/Wadena Insurance Co INSURER B: SFM Mutual Co INSURER C: INSURER D: INSURER E: INSURER F:	FAX A/C No: 507-864-4402 NAIC #
--	--	--

Pams Corner Convenience LLC
Pam Brand
25 Center St E
Harmony Mn 55939

INSR LTR	TYPE OF INSURANCE	RISK	CLASS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				10/10/2019	10/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY 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 <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS							COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				10/10/2019	10/10/2020	PER STATE OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Liquor Liability					10/10/2019	10/10/2020	Aggregate 2,000,000 Each Occurrence 1,000,000

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

Package Store, Off Sale
Policies are continuous until canceled

CERTIFICATE HOLDER

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

CANCELLATION

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





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 approve 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: ONSS License Period Ending: 6/30/2020 Iden: 44993
Issuing Authority: Harmony
Licensee Name: Everybody Eats LLC
Trade Name: Estelle's Eatery & Bar
Address: 121 Main Ave N
Harmony, MN 55939
Business Phone: 507-273-2234
License Fees: Off Sale: \$0.00 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 \$100,000 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

SSN

(Signature certifies all above information to be correct and license has been approved by city/county.)

City Clerk/Auditor Signature

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

Date

County Attorney Signature

County Board issued licenses only (Signature certifies licensee is eligible for license).

Date

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.

Date

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

BUSINESS LICENSE APPLICATION

Business

Business Name EVERBODY CATS LLC
Trade Name (d/b/a) ESTABLISHED CATERING
Mailing Address PO Box 32
HARMONY, MN 55939
Telephone 507 886-1234
Address to be Licensed 121 MAIN AVE N
HARMONY, MN 55939
Number of Years at this Location 4
Federal Tax ID or SSN 47-3841851
Minnesota Tax ID 4032907

Owner/Manager

Name PII [REDACTED]
Title OWNER
Street Address
Mailing Address
Telephone
Email

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 \$ _____

Term

The applicant requests the above licenses for a term from 12:01 a.m. on the 1st day of July, 2020 to 12:00 midnight on the 30th day of June 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 [Signature]

Date 5/7/2020

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

Supplemental Information

- Supply the information requested below for each partner if a partnership or each officer if a corporation.

Name	Title	SSN	Date of Birth	Address
XXXXXXXXXX	XXXXXXXXXX			

- Owner/managers' occupation/business for the last five years.

- Owner/managers' references.

- Name and address of owner of the premises to be licensed.

- **YES/NO.** Has any of the owner/managers ever applied for or held a license for alcoholic beverages in any other jurisdiction? If so, describe on a separate sheet of paper (give business name & address, jurisdiction name & address, and dates).

- **YES/NO** Has any of the owner/managers ever been convicted of a felony or of a violation of any federal or state laws or local ordinances relating to the manufacture, possession, transportation or sale of alcoholic beverages? If so, describe on a separate sheet of paper (give owners/managers' names, description of violations, court name & address, and dates of conviction).

1. **YES/NO** Does any manufacturer or wholesaler of alcoholic beverages have any ownership or other financial interest in the business? If so, describe on a separate sheet of paper.

- YES/NO** Are there any delinquent property taxes, special assessments, utility or other charges due to the city on the property to be licensed?

- YES/NO.** Does the business carry liquor liability (Dram Shop) insurance? If so, attach a certificate of insurance.

- YES/NO. On-Sale Applications Only. Is food served at this location? If so, indicate the seating capacity for food service. 170

- YES/NO.** On-Sale Applications Only. Will alcoholic beverages be sold or consumed outside of the enclosed building on the licensed premises? If so, attach a scale drawing showing the licensed premises, and areas where sales and consumption will take place.

3.2 Beer/Strong Beer & Wine Applications Only. Sales of 3.2 Beer in the 12 month period ending

On-Sale		Off-Sale	
1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16
17	18	19	20
21	22	23	24
25	26	27	28
29	30	31	32
33	34	35	36
37	38	39	40
41	42	43	44
45	46	47	48
49	50	51	52
53	54	55	56
57	58	59	60
61	62	63	64
65	66	67	68
69	70	71	72
73	74	75	76
77	78	79	80
81	82	83	84
85	86	87	88
89	90	91	92
93	94	95	96
97	98	99	100

Certificate of Compliance Minnesota Workers' Compensation Law

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. The required workers' compensation insurance information is the name of the insurance company, the policy number, and the dates of coverage, or the permit to self-insure. 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.

BUSINESS NAME (Individual name only if no company name used)		LICENSE OR PERMIT NO (if applicable)	
GARY BODY CATS LLC		19-15	
DBA (doing business as name) (if applicable)			
ESTELLE'S BATTERY			
BUSINESS ADDRESS (PO Box must include street address)	CITY	STATE	ZIP CODE
121 MAIN AVE PO Box 32	HARMONY	MN	55939

YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1, 2 or 3 below.

NUMBER 1 COMPLETE THIS PORTION IF YOU ARE INSURED:

IN	
W	
DATE	EXPIRATION DATE
2/2019	5/12/2020

NUMBER 2 COMPLETE THIS PORTION IF SELF-INSURED:

☐ I have attached a copy of the permit to self-insure.

NUMBER 3 COMPLETE THIS PORTION IF EXEMPT:

I am not required to have workers' compensation insurance coverage because:

☐ I have no employees.
☐ I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered: _____

☐ Other: _____

ALL APPLICANTS COMPLETE THIS PORTION:

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

APPLICANT SIGNATURE (mandatory)	TITLE	DATE
[Signature]	OWNER	5/7/2020

NOTE: If your Workers' Compensation policy is cancelled within the license or permit period, you must notify the agency who issued the license or permit by resubmitting this form.

is material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DLI) Voice or D (651) 297-4198.



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 approve 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: ONSS License Period Ending: 6/30/2020 Iden: 918
Issuing Authority: Harmony
Licensee Name: Harmony Golf Club Inc.
Trade Name: Harmony Golf Club
Address: 535 4th St NE
Harmony, MN 55939
Business Phone: 507-886-5622
License Fees: Off Sale: \$0.00 On Sale: ~~\$600.00~~ ^{650.00} Sunday: \$125.00

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 \$100,000 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).

M. Butler Spore

4-30-20

Licensee Signature D B SSN
(Signature certifies all above information to be correct and license has been approved by city/county.)

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

Date

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

Date

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.

Date

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

BUSINESS LICENSE APPLICATION

Business

Business Name Harmony Golf Club

Trade Name (d/b/a) _____

Mailing Address PO Box 475

Harmony, MN 55939

Telephone 507-886-5122

Address to be Licensed 535 4th St NE

Harmony, MN 55939

Owner/Manager

Telephone _____

Number of Years at this Location _____

Federal Tax ID or SSN _____

Minnesota Tax ID _____

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 \$ 775

Term

The applicant requests the above licenses for a term from 12:01 a.m. on the 1st day of July, 2020 to 12:00 midnight on the 30th day of June, 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 [Signature]

Date 4-30-20

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

Supplemental Information




- Supply the information requested below for each partner if a partnership or each officer if a corporation.

Name	Title	SSN	Date of Birth	Address
MaryBeth Ostrom	Manager			
Timothy Ostrom	Manager			
Jerry Shuck	Board President			

- Owner/managers' occupation/business for the last five years.

Teachers at Fillmore Central Elementary

- Owner/managers' references.

Steve Donney - 
Chris Skaalen - 
Stuart Morem - 

- Name and address of owner of the premises to be licensed.

Municipally owned
by members

- YES/NO** Has any of the owner/managers ever applied for or held a license for alcoholic beverages in any other jurisdiction? If so, describe on a separate sheet of paper (give business name & address, jurisdiction name & address, and dates).
- YES/NO** Has any of the owner/managers ever been convicted of a felony or of a violation of any federal or state laws or local ordinances relating to the manufacture, possession, transportation or sale of alcoholic beverages? If so, describe on a separate sheet of paper (give owners/managers' names, description of violations, court name & address, and dates of conviction).
- YES/NO** Does any manufacturer or wholesaler of alcoholic beverages have any ownership or other financial interest in the business? If so, describe on a separate sheet of paper.
- YES/NO** Are there any delinquent property taxes, special assessments, utility or other charges due to the city on the property to be licensed?
- YES/NO** Does the business carry liquor liability (Dram Shop) insurance? If so, attach a certificate of insurance.
- YES/NO** On-Sale Applications Only. Is food served at this location? If so, indicate the seating capacity for food service. 75
- YES/NO** On-Sale Applications Only. Will alcoholic beverages be sold or consumed outside of the enclosed building on the licensed premises? If so, attach a scale drawing showing the licensed premises, and areas where sales and consumption will take place.
- 3.2 Beer/Strong Beer & Wine Applications Only**. Sales of 3.2 Beer in the 12 month period ending _____

On-Sale _____
Off-Sale _____

Certificate of Compliance Minnesota Workers' Compensation Law

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. The required workers' compensation insurance information is the name of the insurance company, the policy number, and the dates of coverage, or the permit to self-insure. 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.

BUSINESS NAME (Individual name only if no company name used) <u>Harmony Golf Club</u>		LICENSE OR PERMIT NO (if applicable)	
DBA (doing business as name) (if applicable) <u>Harmony Golf Club</u>			
BUSINESS ADDRESS (PO Box must include street address)	CITY	STATE	ZIP CODE
<u>535 4th St. NE PO Box 475</u>	<u>Harmony</u>	<u>MN</u>	<u>55939</u>

YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1, 2 or 3 below.

NUMBER 1 COMPLETE THIS PORTION IF YOU ARE INSURED:

INSURANCE COMPANY NAME (not the insurance agent) <u>IMT Insurance Co. / Harmony Insurance Group / Wadena</u>		
WORKERS' COMPENSATION INSURANCE POLICY NO. <u>[REDACTED]</u>	EFFECTIVE DATE <u>6/30/19</u>	EXPIRATION DATE <u>6/30/20</u>

NUMBER 2 COMPLETE THIS PORTION IF SELF-INSURED:

☐ I have attached a copy of the permit to self-insure.

NUMBER 3 COMPLETE THIS PORTION IF EXEMPT:

I am not required to have workers' compensation insurance coverage because:

- ☐ I have no employees.
- ☐ I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered: _____
- ☐ Other: _____

ALL APPLICANTS COMPLETE THIS PORTION:

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

APPLICANT SIGNATURE (mandatory) <u>[Signature]</u>	TITLE <u>Manager</u>	DATE <u>5-2-20</u>
---	-------------------------	-----------------------

NOTE: If your Workers' Compensation policy is cancelled within the license or permit period, you must notify the agency who issued the license or permit by resubmitting this form.

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DLI) Voice or TDD (651) 297-4198.



000617-1587

HARMONY GOLF CLUB
PO BOX 475
HARMONY, MN 55939



Account Number	Statement Date
ACP0W4751	07/17/2019
For questions, please contact:	
HARMONY INSURANCE GROUP	
507-886-2100	

Insured Name:
HARMONY GOLF CLUB
PO BOX 475
HARMONY, MN 55939

REINSTATEMENT NOTICE

The policies listed below are reinstated effective 12:01 A.M. Central Standard Time on the Reinstatement Date and are active through the policy period shown below.

Policy Number	Company	Line of Business	Policy Period	Reinstatement Date
WOW4751	Wadena Insurance Company	Businessowners	06/30/2019 - 06/30/2020	06/30/2019



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 approve 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: ONSS License Period Ending: 6/30/2020 Iden: 23072
Issuing Authority: Harmony
Licensee Name: On the Crunchy Side LLC
Trade Name: On the Crunchy Side
Address: 31 Main Ave N/PO Box 265
Harmony, MN 55939
Business Phone: 5078865560
License Fees: Off Sale: \$0.00 On Sale: ~~\$300.00~~^{650.00} Sunday: \$125.00

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 \$100,000 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 certifies all above information to be correct and license has been approved by city/county.)

DOB

SSN

Date

City Clerk/Auditor Signature

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

Date

County Attorney Signature

County Board issued licenses only (Signature certifies licensee is eligible for license).

Date

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.

Date









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

BUSINESS LICENSE APPLICATION

Business

Business Name On The Crunchy Side LLC
Trade Name (d/b/a) On The Crunchy Side
Mailing Address PO Box 265
Harmony, MN 55939
Telephone 507 886-5560
Address to be Licensed 31 Main Ave N
Harmony MN 55939
Number of Years at this Location 11.5
Federal Tax ID or SSN 20-8259196
Minnesota Tax ID 8727328

Owner/Manager

Name Lisa Miller
Title Co-Owner
Street 
City 
State 
Zip 
Telephone 
Date of Birth 
Driver's License 
Employment 

Licenses

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

Total Fees \$ 775.00

Term

The applicant requests the above licenses for a term from 12:01 a.m. on the 1st day of July, 1st to 12:00 midnight on the 30th day of June, 2021 2020

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 Lisa Miller

Date 05-07-2020

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

Supplemental Information

- Supply the information requested below for each partner if a partnership or each officer if a corporation.

Name	Title	SSN	Date of Birth	Address
Lisa F. Miller	Co-Owner	[REDACTED]		
Miles H. DeTree	Co-Owner			
—	—			

- Owner/managers' occupation/business for the last five years.

Selves

- 0 [REDACTED]

- Name and address of owner of the premises to be licensed. Lisa Miller & Miles DeTree
515 1st Ave SE, Harmony MD 20739 - Both Persons
- ☒ YES/☐ NO Has any of the owner/managers ever applied for or held a license for alcoholic beverages in any other jurisdiction? If so, describe on a separate sheet of paper (give business name & address, jurisdiction name & address, and dates).
- ☒ YES/☐ NO Has any of the owner/managers ever been convicted of a felony or of a violation of any federal or state laws or local ordinances relating to the manufacture, possession, transportation or sale of alcoholic beverages? If so, describe on a separate sheet of paper (give owners/managers' names, description of violations, court name & address, and dates of conviction).
- ☒ YES/☐ NO Does any manufacturer or wholesaler of alcoholic beverages have any ownership or other financial interest in the business? If so, describe on a separate sheet of paper.
- ☒ YES/☐ NO Are there any delinquent property taxes, special assessments, utility or other charges due to the city on the property to be licensed?
- ☒ YES/☐ NO Does the business carry liquor liability (Dram Shop) insurance? If so, attach a certificate of insurance.
- ☒ YES/☐ NO On-Sale Applications Only. Is food served at this location? If so, indicate the seating capacity for food service. 100
- ☒ YES/☐ NO On-Sale Applications Only. Will alcoholic beverages be sold or consumed outside of the enclosed building on the licensed premises? If so, attach a scale drawing showing the licensed premises, and areas where sales and consumption will take place. On File
- 3.2 Beer/Strong Beer & Wine Applications Only. Sales of 3.2 Beer in the 12 month period ending _____
On-Sale _____ Off-Sale _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/04/2020

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).

PRODUCER		CONTACT NAME: Nicole Johnson	
Lake Country Insurance Services LLC		PHON (A/C):	FAX (A/C, No): 622356809
1001 Twelve Oaks Center Dr Ste 1012		E-MAIL ADDRESS: Nicole.Johnson@lcsagency.com	
Wayzata MN 55391		INSURER(S) AFFORDING COVERAGE	
		INSURER A: OHIO SECURITY INS CO	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BKS58845359	07/01/2020	06/30/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> SPC						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> OTHER: Liquor Liability						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						Occurrence/Aggregate \$ 1,000,000/2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NONOWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Coverage Continuous until Cancelled

CERTIFICATE HOLDER**CANCELLATION**

City Of Harmony	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
225 3rd Ave SW	AUTHORIZED REPRESENTATIVE
Harmony MN 55393	Nicole Johnson

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Certificate of Compliance

Minnesota Workers' Compensation Law

PRINT IN INK or TYPE.

Minnesota Statutes, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in any activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Chapter 176. The required workers' compensation insurance information is the name of the insurance company, the policy number, and the dates of coverage, or the permit to self-insure. 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.

BUSINESS NAME (Individual name only if no company name used)		LICENSE OR PERMIT NO (if applicable)	
On The Crunchy Side LLC			
DBA (doing business as name) (if applicable)			
On The Crunchy Side			
BUSINESS ADDRESS (PO Box must include street address)	CITY	STATE	ZIP CODE
31 Main Ave / PO Box 265	Harmony	MJ	55939

YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1, 2 or 3 below.

NUMBER 1 COMPLETE THIS PORTION IF YOU ARE INSURED:

INSURANCE COMPANY NAME (not the insurance agent)		
Liberty Mutual		
WORKERS' COMPENSATION INSURANCE POLICY NO.	EFFECTIVE DATE	EXPIRATION DATE
XXXXXXXXXXXX	2020 07-01-2020	06-30-2021

NUMBER 2 COMPLETE THIS PORTION IF SELF-INSURED:

☐ I have attached a copy of the permit to self-insure.

NUMBER 3 COMPLETE THIS PORTION IF EXEMPT:

I am not required to have workers' compensation insurance coverage because:

- ☐ I have no employees.
- ☐ I have employees but they are not covered by the workers' compensation law. (See Minn. Stat. § 176.041 for a list of excluded employees.) Explain why your employees are not covered: _____

☐ Other: _____

ALL APPLICANTS COMPLETE THIS PORTION:

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

APPLICANT SIGNATURE (mandatory)	TITLE	DATE
[Signature]	PO-OWNER	05-07-2020

NOTE: If your Workers' Compensation policy is cancelled within the license or permit period, you must notify the agency who issued the license or permit by resubmitting this form.

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354 (DIAL-DLI) Voice or TDD (651) 297-4198.



City Council

Agenda Item

Originating Staff: Administrator Devin Swanberg	Meeting Date: May 12, 2020	Agenda Item No. 6e
Agenda Section: New Business	Item: Property Damage Release	
BACKGROUND: Crash on July 17 th 2019 at or near 5 th St SE and Main Ave S. Property Damage Release		
ATTACHMENTS: Property Damage Release		
COUNCIL ACTION REQUESTED: To accept or not accept Release		

Claim No: F6897HKY
City of Harmony

Property Damage Release

For the sole consideration of \$4,725.00 (four thousand seven hundred twenty five dollars and xx/100), the receipt and sufficiency of which are hereby acknowledged, the undersigned City of Harmony ("Releasor") does hereby release and forever discharge Root Insurance, ~~Root Insurance~~ (the "Releasee"), and any and all other persons, firms and corporations from any and all actions, claims, demands, causes of action or suits, including but not limited to claims and suits for any and all known and unknown property damage and the consequences thereof resulting or in any way connected with the accident occurring on or about 07/17/2019 at or near 5th St SE and Main Ave. S in Harmony, MN..

This Release shall be binding upon the Releasor and Releasee, as well as their respective heirs, administrators, personal representatives, executors, successors, and assigns.

This Release constitutes the entire agreement between the parties. The terms of this Release are contractual and supersede any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release.

Absent a written document agreed upon and signed by both parties, this Release may not be altered, amended, or modified.

This Release shall not in any way be construed as an admission of liability or responsibility on the part of the Releasee with respect to the Releasor or any other person, at any time, for any purpose.

This Release will be construed in accordance with and governed by the laws of Kentucky. For your protection, state law requires the following to appear on this form "Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime."

Signature:

In witness whereof, _____(Releasor) has executed this release on the ____ day of _____, _____.


RELEASOR

PRINTED NAME OF RELEASOR

WITNESS

PRINTED NAME OF WITNESS



Your Touchstone Energy® Cooperative 

This institution is an equal opportunity provider and employer.

Iowa Office

Street Address: 24049 Highway 9, Cresco, IA 52136

Mailing Address: PO Box 90, Cresco, IA 52136

Local: 563.547.3801 | *Fax:* 563.547.4033

Minnesota Office

Street Address: 31110 Cooperative Way, Rushford, MN 55971

Mailing Address: PO Box 626, Rushford, MN 55971

Local: 507.864.7783 | *Fax:* 507.864.2871

Toll-Free: 800.432.2285 | **Website:** www.MiEnergy.coop

April 2020

CITY OF HARMONY

Attn: Clerk and Council

PO Box 488

Harmony, MN 55939

Dear Clerk and Council:

Enclosed is your city's 2020/2021 (May 1, 2020 – April 30, 2021) wholesale power rate schedule. The wholesale rates implemented by MiEnergy Cooperative for our member wholesale cities follow our wholesale power schedule from Dairyland Power Cooperative that is derived seasonally and begins each year on May 1st.

Also enclosed are:

- Addendum I – Substation Charges
- Addendum II – Municipal Wholesale Rate
- Addendum III – Municipal Power Factor Penalty Charge

The wholesale contract between MiEnergy Cooperative and your municipal note that improvements made to your system in the past twelve months that are over \$500 are amortized over a ten-year period. This method reduces large improvement costs to your municipal and spreads these costs over a ten-year period. Improvements less than \$500 are billed to your municipal upon their completion. Therefore, investments over \$500 have been amortized over ten years and added to your monthly facility charge unless notified by the city.

Property taxes are a direct pass through to each municipal and are also included as a separate line item on your monthly facility charge.

As you know, our wholesale power agreement with Dairyland Power Cooperative is a seasonal rate structure. It is important to note in the Municipal Wholesale Rate Tariff that the on-peak energy (kilowatt-hours) in the three summer months of June, July and August are at a greater cost – reflecting the higher cost of energy in the wholesale market.

It is equally important to recognize that valley months (between summer and winter) are billed at a much lower cost and are 100% off-peak energy.

City of Harmony

Page 2

April 2020

Tom Nigon of Star Energy Services annually completes MiEnergy Cooperatives cost of service and rate design study and therefore has all the information to perform this service for your municipal if desired. Tom will be retiring at the end of June and James Parrow is our new system engineer at Star Energy Services.

At the end of this year, Ted Kjos, VP of Marketing and External Relations, will be retiring. Kent Whitcomb has been promoted to fill Ted's position in the member services department. Ted will be introducing Kent to you later in the year.

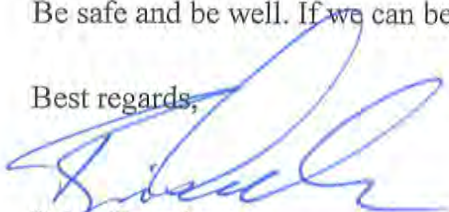
Environmental and regulatory issues continue to dominate the headlines of the electric energy industry. Renewable energy, battery storage and electric charging stations for electric vehicles are also major topics of interest. MiEnergy Cooperative is actively working on all three of these projects and would welcome the opportunity to discuss these items with you if you have questions and/or an interest.

MiEnergy Cooperative works in close contact with the National Rural Electric Cooperative Association, Dairyland Power Cooperative and our statewide association to keep abreast of additional legislative action that will impact the electric industry. If your community has specific issues that we can communicate to our electric officials, please let us know.

On behalf of MiEnergy Cooperative's Board of Directors, staff, and employees, we appreciate our close working relationship to provide electric energy to your fine community.

Be safe and be well. If we can be of assistance to you in any way, please call.

Best regards,



Brian Krambeer
President/CEO

Enclosures

Wholesale City Rate – Effective May 1, 2020**1.0 Availability**

Available to Municipal Electric Utility Systems for resale. All subject to established rules and regulations of MiEnergy Cooperative. Service to new customers subject to approval of Dairyland Power Cooperative, Rural Utilities Service, and the Cooperatives Board of Directors.

2.0 Type of Service

Three-phase, 60 hertz, at available distribution voltages.

3.0 Rate

3.1 Monthly Substation and Transmission Facilities Charge: (See Addendum I)

3.1.1 Property Tax: The annual property tax paid by MiEnergy on substation, transmission and distribution facilities used to serve the municipal plus a 5% administrative fee will be charged to the municipal.

3.1.2 Investment Amortization: For any capital investment in substation, transmission or distribution facilities used to serve the municipal which exceeds \$500 in a calendar year will be amortized over a 10-year term using the cooperatives average cost of borrowing rate. This charge will end at the end of the 10-year amortization period. The municipal is responsible for payment of any unamortized investment that is removed, replaced or retired.

3.1.3 Operations and Maintenance: The Cooperative will provide a basic inspection service on the substation that serves the municipal at a monthly rate of \$0.08 per kVA transformer capacity for Eitzen, Mabel, Peterson and Whalen and \$0.13 per kVA transformer capacity for Caledonia, Harmony and Spring Grove. This fee does not cover the capital costs for services performed by the Cooperative on transmission, substation or distribution facilities owned by the Municipal city.

Wholesale City Rate – Effective May 1, 2020**3.4 Power Factor Penalty Charge:**

The charge shall be equal to the product of the power factor penalty rate of 25 cents (\$0.25) and the kilovolt-ampere reactive (kVAR) penalized per Addendum II.

3.5 Power Cost Adjustment (PCA):

The above rates shall be increased or decreased the same amount as any increase or decrease in the Cooperative's wholesale rate Demand and Energy Charge and modified to reflect any other change in the Cooperative's wholesale rate.

3.6 Controlled Electric Heat Credit:

A credit shall be on the customer rate of 0.0 cents (\$.00) per kilowatt-hour (kWh) multiplied by the customer controlled electric space heating kWhs for the previous year.

3.7 Late Payment Charge:

Two percent (2%) of the current month's bill if not paid within fifteen days (15) from the date of mailing. If the due date falls on a Saturday, Sunday or holiday, the bill shall be due on the next day following such Saturday, Sunday or holiday.

3.8 Customer Charge:

\$150.00 per month

4.0 Peak Period Billing Demand

The Seasonal Peak Period Billing Demand shall be the peak demands of the Member as determined by our wholesale power supplier.

SUBSTATION CHARGES - ADDENDUM I

MAY 1, 2020

CITY OF HARMONY

Description	Monthly Charge
Amortization Investment	\$0.00
Operations and Maintenance (\$0.13 per kVA times 3750 kVA transformer capacity)	\$487.50
Property Taxes	\$455.53
Total monthly substation charge	\$943.03

MUNICIPAL WHOLESALE RATE - ADDENDUM II

May 1, 2020

Harmony City

Wholesale Monthly Annual Fixed Charges

Annual Fixed Charges to be billed monthly as follows:

Month	Seasonal Peak	Transmission	Total fixed Charges
May-20	\$11,359	\$9,913	\$21,273
Jun-20	\$12,127	\$10,583	\$22,710
Jul-20	\$13,662	\$11,923	\$25,585
Aug-20	\$13,202	\$11,521	\$24,722
Sep-20	\$11,513	\$10,047	\$21,560
Oct-20	\$11,820	\$10,315	\$22,135
Nov-20	\$12,434	\$10,851	\$23,285
Dec-20	\$13,969	\$12,190	\$26,159
Jan-21	\$14,737	\$12,860	\$27,597
Feb-21	\$13,509	\$11,789	\$25,297
Mar-21	\$13,355	\$11,655	\$25,010
Apr-21	\$11,666	\$10,181	\$21,847
Total	\$153,506	\$133,961	\$287,467

MUNICIPAL POWER FACTOR PENALTY CHARGE

Addendum III

Date Effective - May 1, 2020

POWER FACTOR PENALTY CHARGE:

The Power Factor Penalty Charge (PFPC) shall be equal to the product of the power factor penalty rate and the kvar penalized for each of the consumer's (C) substations.

The consumer's PFPC shall be calculated in accordance with the following formulas and definitions:

$$kvar @ Required Power Factor = \sqrt{\frac{1}{(Required PF)^2} - 1} * \frac{Monthly KWH}{\# of days in month * 24}$$

$$Monthly kvar = \frac{Monthly kvarh}{\# Days in Month * 24}$$

$$kvar Penalized = |Monthly kvar| - kvar @ Required Power Factor$$

Power Factor

$$\begin{aligned} \text{Penalty Charge} &= \text{kvar Penalized} \times \text{Power Factor Penalty Rate} \\ &= \text{kvar Penalized} \times \$0.25/\text{kvar}/\text{Month} \end{aligned}$$

If the power factor is leading the kvar Penalized will be reduced by half.

Required PF = 98% Leading and Lagging

Monthly kWh The monthly kWh shall be the actual monthly kWh measured at each of the consumer's (C) distribution substations.

Monthly kvarh The monthly kvarh shall be the actual monthly kvarh measured at each of the consumer's (C) distribution substations.

This formula is to be used only when the Power Factor value is outside the limits specified above under the Required PF definition.

MiEnergy Operations & Maintenance Compensation Schedule
Effective 05/2020

Labor	MiEnergy Member Rate	MiEnergy Non-Member Rate
Flat labor rate for all MiEnergy personnel	\$75 hour \$112.50 OT \$150.00 DT	\$80 Hour

Equipment	MiEnergy Member Rate	MiEnergy Non-Member Rate
Digger Derrick	\$110 Hour	\$118 Hour
Backyard Digger/Derrick	\$225 Hour	\$233 Hour
Basket Truck	\$65 Hour	\$73 Hour
Chipper	\$200 Hour	\$208 Hour
Backhoe	\$125 Hour	\$133 Hour
Bombardier	\$300 Hour	\$308 Hour
ASV Skid Steer	\$120 Hour	\$128 Hour
Mini Excavator	\$120 Hour	\$128 Hour
<i>* Minimum billing of one hour for the above listed equipment.</i>		
Cars & Vans	\$1.60 per mile	\$1.70 per mile
Truck < 1 Ton	\$2.00 per mile	\$2.10 per mile
Truck > 1 Ton	\$3.50 per mile	\$3.70 per mile

Underground Fault Locating	MiEnergy Member Rate	MiEnergy Non-Member Rate
Primary	\$85 Hour	\$105 Hour

* Underground fault locating includes both labor and equipment billed on an hourly rate.

**** Underground fault repair will be calculated on the labor and equipment rate.**

Substation Monthly Inspection	MiEnergy Member Rate	MiEnergy Non-Member Rate
Labor	\$1,000 per year	\$1,200 per year

After Hours Response Center Services	MiEnergy Member Rate	MiEnergy Non-Member Rate
Monthly charge for managing city resident calls for reporting outages and dispatching crews 24 hours a day & 7 days per week.	\$30 per month * No Charge for City Adm. Contacting MiEnergy 24/7	\$105 per month

Materials

All stock materials will be provided at cost, plus handling charges incurred by the cooperative.

It Is Our Pleasure To Serve You!

PROPOSAL



507-324-5040

SEAMLESS GUTTERS • SIDING • WINDOWS

Box 295 • LeRoy, MN 55951

Lic. # BC222169

DATE _____

CONTRACT AND GUARANTEE

Name of Owner Harmony Fire Dept.

Job Address _____

City Harmony State _____ Zip _____

Phone _____

On or in the building at the above job address Jacobsen Enterprises of LeRoy, Inc. agrees to furnish and install the following materials and GUARANTEES to do the work in a workmanlike manner in accordance with standard practices, according to the following specifications:

GUTTER ESTIMATES

Gutter\$ <u>1682.00</u>
Inside / Outside Mitres\$ <u>90.00</u>
Bay Mitres\$ _____
Custom Mitres\$ _____
Hangers\$ _____
Down Spouts 3x4\$ <u>630.00</u>
Gutter Guards\$ _____
Other <u>WEDGES</u>\$ <u>342.00</u>
Total Due on Completion\$ _____
TOTAL <u>2744.00</u>	

NOTES:

We understand and accept the above proposal. _____ Date _____

**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: May 1, 2020
To: Harmony City Council
From: Jason Harmening, Deputy Sheriff
John DeGeorge, Fillmore County Sheriff
Re: May 2020 Monthly Council Report

Calls for Service / Patrol Activity:

Reported Date	Title	Street Name
2020-04-02	Ordinance or Code Violation	MAIN AVE
2020-04-06	Welfare Check	1ST AVE
2020-04-07	Ordinance or Code Violation	2ND AVE
2020-04-08	Domestic Disturbance	2ND AVE
2020-04-08	Domestic Disturbance	2ND AVE
2020-04-10	Ambulance	HIGHWAY 44
2020-04-10	Traffic	COUNTY 22 /HWY 52
2020-04-13	Identity Theft	NIAGRA COURT NW
2020-04-13	Assist	1ST AVE
2020-04-13	Information	MAIN AVE
2020-04-13	Ambulance	2ND AVE
2020-04-14	Animal Complaint	3rd AVE
2020-04-14	Civil	2ND AVE
2020-04-14	Civil	2ND AVE
2020-04-14	Civil	2ND AVE
2020-04-15	Information	2ND AVE

FILLMORE COUNTY SHERIFF



Office of the FILLMORE COUNTY SHERIFF

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

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

2020-04-15	Civil	2ND AVE
2020-04-15	Civil	2ND AVE
2020-04-15	Special Events	3rd AVE
2020-04-16	Animal Complaint	MAIN AVE
2020-04-20	MAARC	MAIN AVE
2020-04-24	Information	2ND AVE
2020-04-25	Driving Complaint	HIGHWAY 52
2020-04-29	Ordinance or Code Violation	MAIN AVE
2020-04-30	Assault	MAIN ST
2020-04-30	Alarm	4TH AVE
2020-04-30	Alarm	4TH AVE