

**AGENDA**  
**HARMONY CITY COUNCIL**  
**HARMONY ECONOMIC DEVELOPMENT AUTHORITY**  
Some members may participate by telephone or other electronic means  
**Regular Meeting**

August 10th, 2021  
7:00 P.M.

Council Room  
Community Center

1. Call to Order
2. Roll Call
3. Public Forum
4. Consent Agenda
  - a. Minutes Regular
  - b. Claims and July Checks
  - c. Administrator Report
  - d. Financial Report
  - e. CD
  - f. Resignation of Chris Johnson
  - g. Contract with Rick Whitney for WWTP
  - h. Liquor Lisc. – The Bite
5. New Business
  - a. Pay Request 2020 Street project
6. Reports
  - a. Building & Maintenance Report
    - A. Roof Repairs
    - B. Safety Equipment Grant
    - C. Council Room Upgrades
  - b. EDA Board
    - A. Purchase Agreement
    - B. Downtown Rehab Program
    - C. TIF public hearing Set up
  - c. Park Board
    - A. Splash pad update
  - d. Library Board
  - e. Arts Board
  - f. Fire Department
  - g. Sheriff Report
7. Adjourn



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1. Call to Order
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4. Consent Agenda
  - a. Minutes Regular – July Meeting
  - b. Claims and July Checks
  - c. Administrator Report
  - d. Financial Report
  - e. CD
  - f. Resignation of Chris Johnson – See Attachment
  - g. Contract with Rick Whitney for WWTP - See Attachment
  - h. Liquor Lisc. – The Bite – See Attachment
5. New Business
  - a. Pay Request 2020 Street project – Final Pay Request for 2020 Street Project
6. Reports
  - a. Building & Maintenance Report
    - A. Roof Repairs - Repairs to Visitor center roof
    - B. Safety Equipment Grant – New Tripod and oxygen level meter
    - C. Council Room Upgrades – New TV for Meetings and Trainings
  - b. EDA Board
    - A. Purchase Agreement – See Attachment
    - B. Downtown Rehab Program – See Attachment
    - C. TIF public hearing Set up See Attachment. Resolution
  - c. Park Board
    - A. Splash pad update at meeting
  - d. Library Board
  - e. Arts Board- Concerts
  - f. Fire Department
  - g. Sheriff Report
7. Adjourn



JULY 13, 2021

REGULAR MEETING

HARMONY CITY COUNCIL

A Regular meeting of the Harmony City Council was called to order by Mayor Steve Donney at 7:00 PM. Present were Mayor Donney, Councilmembers Domingo Kingsley, Jesse Grabau, and Tony Webber; Administrator Devin Swanberg, Attorney Greg Schieber, Brett Grabau, Terry Bigalk, Steve Lindstrom, R Dan Tieffenbacher, Kent Whitcomb, Brad Thacher, Samantha Grabau, Hannah Wingert and Eileen Schansberg. Absent was Councilmember Steve Sagen.

**PUBLIC FORUM:**

An appreciative Robert Dan Tieffenbacher thanked the Council for having the City-wide clean-up day.

**CONSENT AGENDA:**

Motion by Grabau and seconded by Webber to approve the Consent Agenda which consisted of the Minutes to the June 8, 2021 Regular meeting and June 22, 2021 Special meeting. The Claims and June checks, Administrator's Report, Financial Report, creation of 5 new CDs and the Southeast Service Cooperative health insurance margin. All present voting yes. Absent was Sagen. Motion carried.

**NEW BUSINESS:**

**2020 STREET PROJECT:**

Pay Request #6 was presented for payment to Generation X in the amount of \$196,031.08. Brad Thacher presented the Council with a few pictures of the project corridor that he felt needed addressing. Motion by Donney and seconded by Kingsley to pay the Request. Engineer Brett Grabau stated some re-seeding & fertilizing would need to be done in the fall. A catch basin will be checked and any issues would be addressed. All present voting yes. Absent was Sagen. Motion carried. Engineer Grabau along with Councilman Kingsley and city staff will walk the Corridor with Generation X Foreman this fall.

**AMBULANCE:**

Resolution No. 21-12 was presented: A RESOLUTION AUTHORIZING THE WRITE-OFF OF CERTAIN UNPAID AMBULANCE BILLS AS UNCOLLECTIBLE BAD DEBTS. The resolution was introduced and moved for adoption by Council Member Grabau and seconded by Council Member Donney.

Voting for the Resolution: Webber, Grabau, Kingsley & Donney

Voting Against the Resolution: No One

Abstained from Voting: No one

Absent from Voting: Sagen

The motion passed and resolution was adopted.

The State Inspection was held in June and went well.

**DAIRYLAND PROJECT:**

Kent Witcomb with MiEnergy discussed a service agreement between the City and MiEnergy to eliminate a 3<sup>rd</sup> party transmission. Motion by Grabau and seconded by Webber to sign the Electric Service Agreement with MiEnergy pending review by City Attorney Schieber. All present voting yes. Absent was Sagen. Motion carried.

Engineer Grabau presented the Dairyland Power Utility Expansion Improvements Project Manual. Motion by Grabau and seconded by Webber to approve the signing of the Contract pending Attorney Schieber's review and authorize the acquisition of the contract. All present voting yes. Absent was Sagen. Motion carried.

Engineer Grabau discussed a change order to allow for the Contractor for the Dairyland Infrastructure project to do an open cut instead of directional boring along County 22. Motion by Donney and seconded by Kingsley to approve the change order. All present voting yes. Absent was Sagen. Motion carried.

Engineer Grabau, Administrator Swanberg and City Attorney are working with Minnowa Construction to get the shallow sewer upgraded on Wickett Drive to fix constant winter freezing and plugging issues. Was suggested to have a sit-down meeting with Minnowa representatives and try to resolve the issue by the end of September. Attorney Scheiber will respond to a letter from Minnowa's Attorney.

#### SPLASHPAD:

Pay request for the Splash Pad infrastructure to date was presented in the amount of \$5,915.00 for Generation X. Motion by Kingsley and seconded by Webber to pay. All present voting yes. Absent was Sagen. Motion carried.

#### REPORTS:

##### BUILDING & MAINTENANCE:

Brian Michel passed his C-Waste Water Licensure.

##### EDA REPORT:

Minutes to the EDA Board meeting were included in the Council Packet.

Working with a couple of prospects for Industrial Park lots.

A Block Grant is coming out for Residential, Commercial and Rental properties. A survey will be sent soon to the Harmony Residents and Businesses.

##### PARK BOARD:

Board requested working with Kingsley Mercantile and Canton Heating & Cooling for Splash Pad Installation. The MN Dept of Health needs more information. Rain Dex was not complete. Grabau stated there needs to be a full cost number, including the concrete, the extra booster pump to increase water pressure and preventing back flow. These costs cannot exceed the donated money.

A written complaint regarding the Preston-Harmony Bike Trail was received. The trail is in poor repair and unsafe. Attorney Schieber will draft a letter to the DNR expressing concerns. Suggestion to have local businesses write letters of concerns. Administrator Swanberg will visit with the City of Preston to see if they would be willing to contact the DNR as well.

Meeting on August 12<sup>th</sup> regarding the new trail extension to the Iowa Border.

Will check with the Legion to have Morem Electric check the Electricity needs for the Legion Memorial and Christmas Lighting.

##### LIBRARY BOARD:

Purchased a nice umbrella for the Patio.

Planning more Family Nights.  
Arranging for an author to do another book signing.

ARTS BOARD:

Did not meet this month.

FIRE DEPARTMENT:

The 4<sup>th</sup> of July Fireworks Display was successful. A portion of this year's show was trying Electronic Fireworks. Next year will be all electronic. The Electronic equipment will need to be purchased.

SHERIFF REPORT: None

2022 BUDGET:

Administrator Swanberg stated he has begun working on the Preliminary Budget for 2022. He will be getting the budget sheets to the Department heads in the near future.

Upon no further business, Mayor Donney Adjourned the meeting.

Mayor Steve Donney

Eileen Schansberg, Deputy Clerk

**CITY OF HARMONY**  
**City Council Claims for Review**

August 11, 2021

Fund Descr	Object of Expense	Vendor	Comments	Amount
Fund 101 General Fund				
General Fund	Union Central Pension Fund	CENTRAL PENSION FUND	Union pension contributions	\$241.00
General Fund	Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union Health Insurance	\$3,975.00
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	\$59.65
General Fund	General Operating Supplies	1 SOURCE	office supplies-copy paper, correction tape	\$117.95
General Fund	General Operating Supplies	1 SOURCE	office supplies-file cabinet frams/receipt b	\$169.24
General Fund	General Operating Supplies	HARMONY FOODS	office supply/coffee	\$27.96
General Fund	Postage	ELAN FINANCIAL SERVICES	stamped envelopes	\$263.77
General Fund	Postage	ELAN FINANCIAL SERVICES	postage stamps	\$75.00
General Fund	Repair/Maint Office Equipment	METRO SALES	copier maintenance agreement	\$81.71
General Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly phone/internet service Civil Defen	\$91.53
General Fund	Building Repair Materials	KINGSLEY MERCANTILE	light switches/batteries/wire	\$53.79
General Fund	Cleaning Supplies	DALCO	bathroom tissue/paper towels	\$92.54
General Fund	Cleaning Supplies	DALCO	paper towels/deodorizers	\$197.79
General Fund	Cleaning Supplies	SUPERIOR CHEMICAL CORP	bathroom antibacterial screens	\$106.67
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Comm Ctr	\$942.32
General Fund	Gas Utilities	MINNESOTA ENERGY	monthly gas service Comm Ctr	\$161.67
General Fund	Landscaping Materials	MOREM ELECTRIC, INC	over pmt of inv 44701	-\$5.00
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chevy pickup	\$34.65
General Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Chevy pickup	\$21.35
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Comm Ctr	\$51.57
General Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly phone/internet service Comm Ctr	\$214.26
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-Comm Ctr	\$34.26
General Fund	Program Services	BIEBER, REAGAN	Community Sing Event Music	\$300.00
General Fund	Program Services	ESTELLES EATERY	Room Rental/Food-Arts Board Event	\$350.00
General Fund	Program Services	KELLY, JERRY	Electronic Fireworks controls	\$2,989.83
General Fund	Program Services	Platte River Fireworks, LLC	Fireworks racks w/tubes	\$1,585.00
General Fund	Dues	SOUTHEAST SERVICE CO-OP	2021-22 membership	\$250.00
General Fund	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	legal services for July-Minnowa	\$870.00
General Fund	Contractual Services	FILLMORE COUNTY SHERIFF	2nd Qtr Sheriff Contract	\$22,080.80
General Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	Gas-Squad	\$472.22
General Fund	Repair/Maint Vehicles	IRONSIDE TRAILER SALES & SERVI	oil change service-Squad	\$84.98
General Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly phone/internet service Police	\$48.14
General Fund	Cleaning Supplies	DALCO	Shop paper toweling	\$60.45
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Shop	\$125.03

**CITY OF HARMONY**  
**City Council Claims for Review**

August 11, 2021

Fund Descr	Object of Expense	Vendor	Comments	Amount
General Fund	General Operating Supplies	KINGSLEY MERCANTILE	wasp spray/Hose adapter/bit	\$22.76
General Fund	General Operating Supplies	MISSISSIPPI WELDERS SUPPLY CO	oxygen/CO2 cylinders	\$56.73
General Fund	General Operating Supplies	USA BLUEBOOK	eye wash	\$12.49
General Fund	Repair/Maint Machinery/Equip	PRESTON AUTO PARTS	brake cylinder	\$23.93
General Fund	Small Tools and Minor Equip	PRESTON AUTO PARTS	jump starter	\$169.00
General Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly phone/internet service Shop	\$44.95
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-Shop	\$22.05
General Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-1-ton truck	\$93.37
General Fund	Motor Vehicles	Adamson Motors	F550 RAM Truck	\$49,506.50
General Fund	Repair/Maint Machinery/Equip	HAMMELL EQUIPMENT	replace hose on boom cylinder	\$217.30
General Fund	Repair/Maint Machinery/Equip	HAMMELL EQUIPMENT	replaced hose on boom cylinder	\$217.30
General Fund	Small Tools and Minor Equip	PRESTON AUTO PARTS	pry bar set	\$119.99
General Fund	Cleaning Supplies	DALCO	bathroom tissue/paper towels	\$92.54
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Vis Ctr	\$383.33
General Fund	Gas Utilities	MINNESOTA ENERGY	monthly gas service Vis Ctr	\$48.32
General Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	gas- Chevy pickup	\$34.64
General Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas- Chevy pickup	\$21.34
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Vis Ctr	\$54.07
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-Vis Ctr	\$35.91
Fund 101 General Fund				<u>\$87,522.65</u>
Fund 211 Library Fund				
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	audio books	\$27.00
Library Fund	Media-Books	AMAZON CAPITAL SERVICES	books	\$107.77
Library Fund	Media-Books	BAKER & TAYLOR	books	\$276.84
Library Fund	Media-Books	BAKER & TAYLOR	books	\$93.66
Library Fund	Media-Books	FILLMORE CENTRAL SCHOOLS	School Yearbook	\$45.00
Library Fund	Media-Books	FOX POINT	childrens books	\$107.04
Library Fund	Media-Video	AMAZON CAPITAL SERVICES	Dvds	\$15.56
Library Fund	Media-Video	AMAZON CAPITAL SERVICES	Dvds	\$47.06
Library Fund	Media-Video	AMAZON CAPITAL SERVICES	dvds	\$29.15
Library Fund	Office Accessories	QUILL CORPORATION	copy paper/paper towels	\$181.35
Library Fund	Program Supplies	HIMLIE, KAY	summer craft supplies	\$94.10
Library Fund	Repair/Maint Office Equipment	CANON FINANCIAL SERVICES, INC	copier lease	\$44.00
Library Fund	Repair/Maint Office Equipment	LOFFLER COMPANIES, INC	copier maintenance fee	\$33.42
Library Fund	Repair/Maint Office Equipment	LOFFLER COMPANIES, INC	copier maintenance fee	\$0.00
Library Fund	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Chromebook Maintenance	\$506.00
Library Fund	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Basic services & Tech Support	\$605.72

**CITY OF HARMONY**  
**City Council Claims for Review**

August 11, 2021

Fund Descr	Object of Expense	Vendor	Comments	Amount
Library Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly phone/internet service Library	\$48.11
Fund 211 Library Fund				<u>\$2,261.78</u>
Fund 222 Fire Fund				
Fire Fund	Dues	VOLUNTEER FIREFIGHTER S BENEFIT	new vol fireman B Brunsvold	\$11.00
Fire Fund	General Operating Supplies	KINGSLEY MERCANTILE	boxes screws	\$25.77
Fire Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	Fire-Diesel	\$33.78
Fire Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	diesel-fire	\$103.29
Fire Fund	Repair/Maint Vehicles	IRONSIDE TRAILER SALES & SERVICE		\$98.00
Fire Fund	Small Tools and Minor Equip	CLAREY S SAFETY EQUIPMENT, INC	Fireman boots-B Brunsvold	\$435.00
Fire Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Fire Hall	\$287.28
Fire Fund	Gas Utilities	MINNESOTA ENERGY	monthly gas service Fire Hall	\$48.32
Fire Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Fire Hall	\$27.35
Fire Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly phone/internet service Fire Hall	\$45.61
Fire Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-Fire Hall	\$18.31
Fund 222 Fire Fund				<u>\$1,133.71</u>
Fund 223 Ambulance Fund				
Ambulance Fund	Equipment Parts	OHLIN SALES, INC	Pager batteries	\$128.68
Ambulance Fund	General Operating Supplies	HARMONY FOODS	zip lock bags	\$5.18
Ambulance Fund	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	bandages	\$11.38
Ambulance Fund	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	medical supplies	\$11.38
Ambulance Fund	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	medical supplies	\$225.40
Ambulance Fund	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	bandaids/cold packs/EKG paper	\$225.40
Ambulance Fund	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	medical oxygen	\$55.99
Ambulance Fund	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	medical oxygen	\$56.07
Ambulance Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	Amb-Diesel	\$180.65
Ambulance Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	diesel-Amb	\$94.69
Ambulance Fund	Repair/Maint Vehicles	DECORAH AUTO CENTER	Full service-Ambulance	\$131.79
Ambulance Fund	Telephone	VERIZON WIRELESS	monthly cell service	\$48.38
Ambulance Fund	Training Fees	ELAN FINANCIAL SERVICES	Training-AHA HS Peds First Aid CPR AED D	\$108.00
Ambulance Fund	Training Fees	ELAN FINANCIAL SERVICES	PHTLS Course-Sam Grabau	\$156.00
Ambulance Fund	Training Fees	ELAN FINANCIAL SERVICES	Training-ASHI CPR supplies	\$227.40
Ambulance Fund	Travel Expenses	GRABAU, SAMANTHA	mileage for Amb Directors Meeting-LaCros	\$60.48
Fund 223 Ambulance Fund				<u>\$1,726.87</u>
Fund 251 Park Fund				
Park Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Parks	\$229.33



**CITY OF HARMONY**  
**City Council Claims for Review**

August 11, 2021

Fund Descr	Object of Expense	Vendor	Comments	Amount
Park Fund	Equipment Parts	RUN RIGHT POWER LLC	tube	\$19.70
Park Fund	Landscaping Materials	MOREM ELECTRIC, INC	over pmt of inv 44701	-\$5.00
Park Fund	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Mowers	\$326.33
Park Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-mowers	\$22.38
Park Fund	Other Rentals	ON SITE SANITATION	portable toilet rental	\$83.00
Park Fund	Repair/Maint Bldg/Structures	MOREM ELECTRIC, INC	GFI outlets in bathrooms	\$43.66
Park Fund	Repair/Maint Land	BARNES, RANDY	power rake rental	\$450.00
Park Fund	Repair/Maint Machinery/Equip	RUN RIGHT POWER LLC	heat shrink terminal	\$32.49
Park Fund	Repair/Maint Machinery/Equip	RUN RIGHT POWER LLC	fix clutch on Altoz	\$32.10
Park Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Parks	\$121.50
Park Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	rake	\$12.99
Park Fund	Small Tools and Minor Equip	PRESTON EQUIPMENT CO.	cordless hand saw pruner	\$189.98
Park Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-Parks	\$161.24
Fund 251 Park Fund				\$1,719.70
Fund 601 Water Fund				
Water Fund	Postage	ELAN FINANCIAL SERVICES	stamped envelopes	\$263.77
Water Fund	Postage	ELAN FINANCIAL SERVICES	water samples mailed	\$13.35
Water Fund	Taxes, Licenses & Permits	MN DEPT OF HEALTH	water extension plan	\$150.00
Water Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine cylinder	\$5.00
Water Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-pumphouses	\$1,650.03
Water Fund	Gas Utilities	MINNESOTA ENERGY	monthly gas service pumphouses	\$38.66
Water Fund	Utility Maint Materials	USA BLUEBOOK	flouride	\$106.33
Fund 601 Water Fund				\$2,227.14
Fund 602 Sewer Fund				
Sewer Fund	Postage	ELAN FINANCIAL SERVICES	stamped envelopes	\$263.77
Sewer Fund	Taxes, Licenses & Permits	MN POLLUTION CONTROL AGENCY	sanitary sewer extension permit app	\$310.00
Sewer Fund	Chemicals and Chem Products	USA BLUEBOOK	chlorine tablets	\$64.15
Sewer Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-WWTP/Lifts	\$1,600.96
Sewer Fund	Gas Utilities	MINNESOTA ENERGY	monthly gas service WWTP	\$96.77
Sewer Fund	General Operating Supplies	KINGSLEY MERCANTILE	wasp spray	\$8.98
Sewer Fund	General Operating Supplies	USA BLUEBOOK	eye wash	\$12.49
Sewer Fund	Motor Fuels/Lubricants	KINGSLEY MERCANTILE	propane/grease	\$8.78
Sewer Fund	Repair/Maint Other Improve	ELECTRIC PUMP, INC	Lift station inspections	\$600.00
Sewer Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-WWTP	\$2,005.63
Sewer Fund	Small Tools and Minor Equip	KINGSLEY MERCANTILE	fan	\$41.99
Sewer Fund	Telephone	HARMONY TELEPHONE COMPANY	monthly phone/internet service WWTP Lift	\$166.25

**CITY OF HARMONY**  
**City Council Claims for Review**

August 11, 2021

Fund Descr	Object of Expense	Vendor	Comments	Amount
Sewer Fund	Utility Maint Materials	TEAM LABORATORY CHEM. CORP.	lift station degreaser/copper sulfate granul	\$4,509.50
Sewer Fund	Utility Maint Materials	USA BLUEBOOK	de-chlor Tablets	\$1,021.94
Sewer Fund	Utility Maint Materials	USA BLUEBOOK	green tubes	\$163.06
Sewer Fund	Water Utilities	HARMONY PUBLIC UTILITIES	water-WWTP	\$1,321.37
Fund 602 Sewer Fund				\$12,195.64
Fund 603 Solid Waste Fund				
Solid Waste Fund	Postage	ELAN FINANCIAL SERVICES	stamped envelopes	\$263.77
Solid Waste Fund	Repair/Maint Other Improve	DAVIS CONSTRUCTION, LLC	loader work at Tree Dump	\$1,625.00
Fund 603 Solid Waste Fund				\$1,888.77
Fund 604 Electric Fund				
Electric Fund	Utility Deposits	UTILITY DEPOSIT REFUND	Deposit refund to Acct-Dalas Emery	\$150.00
Electric Fund	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$76,273.67
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-streetlights	\$1,160.55
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Town Clock	\$13.14
Electric Fund	General Operating Supplies	USA BLUEBOOK	master utility locks	\$86.94
Electric Fund	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Ford pickup	\$100.85
Electric Fund	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	locates/no locates	\$16.20
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	City Outage-transformer fuse	\$467.50
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	CT's installed	\$1,532.13
Electric Fund	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	replace mtr pole & Cutout by Hammel Equi	\$1,311.44
Electric Fund	Repair/Maint Other Improve	MOREM ELECTRIC, INC	over pmt of inv 42773	-\$30.03
Electric Fund	Repair/Maint Other Improve	MOREM ELECTRIC, INC	power outage alley 1st Ave SW	\$70.00
Electric Fund	Postage	ELAN FINANCIAL SERVICES	stamped envelopes	\$263.77
Fund 604 Electric Fund				\$81,416.16
Fund 620 Economic Development Authority				
Economic Development	Financial Services Fees	DAVID DROWN ASSOCIATES, INC	Consulting services for 2020 Tif Report	\$1,500.00
Economic Development	General Notices and Pub Info	FILLMORE COUNTY JOURNAL	2020 annual TIF report notice	\$88.21
Economic Development	General Notices and Pub Info	FILLMORE COUNTY JOURNAL	EDA Sale of Land	\$28.73
Economic Development	General Operating Supplies	Hjelmeland, Jack	maintaining bike trail property south	\$150.00
Economic Development	Postage	ELAN FINANCIAL SERVICES	shipping-2021c Loan Rehab paperwork	\$7.70
Economic Development	Telephone	HARMONY TELEPHONE COMPANY	monthly phone/internet service EDA	\$43.22
Fund 620 Economic Development Authority				\$1,817.86
				\$193,910.28

## CITY OF HARMONY

07/14/21 10:12 AM

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## \*Check Summary Register©

July 2021

Name	Check Date	Check Amt	
10101 1st Southeast Bank-G			
66801 Denise Frye <i>Brian Kiehne</i>	7/9/2021	\$155.47	Refund deposit Brian Kiehne
66802 Denise Frye <i>Janice Huff</i>	7/9/2021	\$159.56	Int on deposit Janice Huff
66803 Denise Frye <i>Gwen Wiegrefe</i>	7/9/2021	\$77.14	int on Deposit Gwen Wiegrefe
66804 Denise Frye <i>Robert Burmeister</i>	7/9/2021	\$75.84	Utility Deposit Robt Burmeister
66805 Denise Frye	7/11/2021	\$158.39	Utility Deposit refund-Denise Frye
66806 MINN RURAL WATER ASSOC	7/13/2021	\$300.00	2021-22 Dues
66807 GENERATION X CONSTRUCTIO	7/13/2021	\$196,031.08	Pay Request #6
66808 GENERATION X CONSTRUCTIO	7/13/2021	\$5,915.00	Splace Pad final utility work
66809 Ann Lyons	7/13/2021	\$50.00	over pmt of acct Ann Lyons
66810 AEM Financial Solutions, LLC	7/13/2021	\$800.00	State Auditor Report Prep fee
66811 Acoustical Surfaces, Inc	7/13/2021	\$1,266.80	sound panel for Fire Hall
66812 AMAZON CAPITAL SERVICES	7/13/2021	\$1,056.72	dvd
66813 BAKER & TAYLOR	7/13/2021	\$509.43	books
66814 BLUFF COUNTRY COMPUTER W	7/13/2021	\$149.95	phone for Council Room
66815 CANON FINANCIAL SERVICES, I	7/13/2021	\$44.00	copier lease
66816 CENTRAL PENSION FUND	7/13/2021	\$269.75	Union pension contributions
66817 CULLIGAN	7/13/2021	\$68.65	wellness program water cooler
66818 DAKOTA SUPPLY GROUP	7/13/2021	\$25.38	relief valve
66819 DALCO	7/13/2021	\$1,331.35	garbage recepticles
66820 DECORAH MOBILE GLASS, INC	7/13/2021	\$313.00	repair back window Chevy pickup 1/2
66821 CARDMEMBER SERVICES	7/13/2021	\$1,372.76	water sample mailed
66822 EXPERT T BILLING	7/13/2021	\$725.00	billing for May
66823 FILLMORE COUNTY ATTORNEY	7/13/2021	\$315.00	criminal legal fees thru 6/15/21
66824 FILLMORE COUNTY AUDITOR O	7/13/2021	\$300.96	Real Estate Property Tax
66825 FILLMORE COUNTY TREASURE	7/13/2021	\$3,496.00	2021 assessment work completed
66826 FIRST INDEPENDENT BANK-RUS	7/13/2021	\$748,926.13	GO Imp 2017A Bond payoff
66827 FIRST SOUTHEAST BANK	7/13/2021	\$292.50	GO Bond 14A interest pmt
66828 FLAGHOUSE	7/13/2021	\$803.43	handicapped swing for Trailhead park
66829 GOPHER STATE ONE CALL, INC	7/13/2021	\$45.90	locates/no locates
66830 HARMONY CHAMBER OF COMM	7/13/2021	\$1,093.33	2nd Qtr Lodging Tax Country Lodge
66831 HARMONY FOODS	7/13/2021	\$59.83	ajax/Dawn cleaners
66832 HARMONY PUBLIC UTILITIES	7/13/2021	\$9,571.69	Elec-Vis Ctr
66833 HARMONY TELEPHONE COMPA	7/13/2021	\$702.07	monthly telephone service-Comm Ctr
66834 HAWKINS, Inc.	7/13/2021	\$5.00	chlorine cylinder
66835 I.U.O.E. LOCAL 49 FRINGE BENE	7/13/2021	\$3,975.00	Union health insurance
66836 INGRAM LIBRARY SERVICES, IN	7/13/2021	\$246.92	Audio Books
66837 IRONSIDE TRAILER SALES	7/13/2021	\$47.50	patch dually tire
66838 IUOE LOCAL #49	7/13/2021	\$105.00	union dues
66839 KINGSLEY MERCANTILE	7/13/2021	\$386.14	bug killer
66840 KWIK TRIP, INC	7/13/2021	\$995.14	gas-Chevy pickup
66841 LAWN PRO	7/13/2021	\$214.75	weed control-parks
66842 LETTERWERKS SIGN CITY, LLC	7/13/2021	\$150.00	black vinyl for amb
66843 LOFFLER Companies, Inc	7/13/2021	\$170.72	copier Maintenance fee
66844 MAYO CLINIC AMBULANCE	7/13/2021	\$333.72	Intercept chgs DW
66845 METRO Sales	7/13/2021	\$64.34	copy machine contract
66846 MIENERGY COOPERATIVE	7/13/2021	\$67,931.25	Power for Resale
66847 Brian Michel	7/13/2021	\$160.60	travel exp for WW testing-Brian Michel
66848 MINN MUNICIPAL UTILITIES ASS	7/13/2021	\$2,462.50	3rd Qtr safety program
66849 MINN RURAL WATER ASSOC	7/13/2021	\$510.00	WW School-Corey Whalen
66850 MINNESOTA ENERGY	7/13/2021	\$432.36	monthly gas service-WWTP
66851 MISSISSIPPI WELDERS SUPPLY	7/13/2021	\$91.50	oxygen cylinders
66852 Minnesota Pollution	7/13/2021	\$100.00	C Whalen WW C Test
66853 MOREM ELECTRIC, INC	7/13/2021	\$33,380.60	outage alley behind 235 1st Ave SE
66854 MPFA	7/13/2021	\$80,845.00	'16 Well note

## CITY OF HARMONY

07/14/21 10:12 AM

Page 2

**\*Check Summary Register©**

July 2021

Name	Check Date	Check Amt	
66855	NCPERS Group Life Ins.	7/13/2021	\$16.00 511800
66856	Nethercut Schieber Attorneys,	7/13/2021	\$1,504.50 Legal services for May
66857	Nolan Lumber Company	7/13/2021	\$201.10 materials for Selvig Park bathroom
66858	LARRY NOLAN	7/13/2021	\$85.12 Mileage for getting Fireworks
66859	ON SITE SANITATION	7/13/2021	\$83.00 porta toilet fee-Trailhead
66860	OTC BRANDS, INC	7/13/2021	\$223.23 Assortment parade goodies
66861	THE PENWORTHY COMPANY	7/13/2021	\$272.85 childrens books
66862	PRESTON AUTO PARTS	7/13/2021	\$25.96 sprinkler/base
66863	Quadient, Inc	7/13/2021	\$73.32 postage machine rental
66864	RUN RIGHT POWER LLC	7/13/2021	\$120.81 mower-oil/filters
66865	SEVERSON OIL CO.	7/13/2021	\$796.06 diesel-Amb
66866	SOLBERG WELDING	7/13/2021	\$403.75 weld snowplow bracket
66867	SOUTHEASTERN LIBRARIES CO	7/13/2021	\$605.72 Basic services & Tech support
66868	Stantec Consulting Services, I	7/13/2021	\$56,220.75 Dairyland Utility extension
66869	USA BlueBook	7/13/2021	\$2,101.33 dechlorinization Tablets
66870	USABLE LIFE	7/13/2021	\$59.65 101421301G
66871	UTILITY CONSULTANTS, INC	7/13/2021	\$1,144.60 wastewater testing
66872	Verizon Wireless	7/13/2021	\$48.55 Amb cell service
66873	WHALEN, COREY	7/13/2021	\$174.00 clothing allowance
66874	WM Hanson Waste Removal & Re	7/13/2021	\$5,666.00 City Cleanup
<b>Total Checks</b>			<b>\$1,238,896.45</b>

From Kandace Johnson <three\_js@harmonytel.net>  
To Kandace Johnson <three\_js@harmonytel.net>  
Date 2021-07-16 13:34



City Council of Harmony, MN,  
I, Chris Johnson, was informed by Harmony City Council Personnel Committee on Monday, July 12, 2021 that my services will no longer be needed. As per my contract, a 2 month notice is required. My services will end on September 12, 2021. At that date and thereafter I will not be responsible for any further activity at the Harmony City Waste Water Treatment Plant.

Chris Johnson

Sent from my iPhone

A handwritten signature in cursive script, appearing to read "Chris Johnson".

## SERVICE AGREEMENT

This General Service Agreement (the “Agreement”) dated this \_\_\_\_ day of \_\_\_\_\_, 2021 is between the **City of Harmony**, herein referred to as “Customer” and **Environmental Water Services LLC**, herein referred to as “Service Provider”.

Service Provider has agreed to provide services to the Customer on the terms and conditions set out in this Agreement, while Customer is of the opinion that Service Provider has the proper and necessary qualifications, experience and abilities to provide services to Customer.

Therefore, in consideration of the matters described above, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider agree as follows:

### 1. Scope of Work

The Service Provider is to provide the Customer with the following services (the “Services”): Environmental Water Services will provide 2 hours per day twice a week plant coverage to include rounds, basic, maintenance, cleaning, and process control to help ensure regulatory compliance with local, state, and Federal regulations and permits.

Operations would include, but not be limited to the following:

- (1) Rounds and checks cleaning and process changes as needed.
- (2) Sampling activities as required to maintain MPCA, EPA and local Regulations and permits.
- (3) Oversee and assist with city personnel training and or guidance as needed.
- (4) Communicate with city staff, Engineering, Contractors or any other entity the City Deems necessary.
- (5) Attend monthly Council meetings when notified.
- (6) Notify the City of any and all emergencies, emergency repairs and receive approval before completing them, obtaining quotes as needed.
- (7) Completing all required reporting and maintaining of City wastewater documentation as required per permit or regulations. This is to include all daily monthly and annual Reporting.
- (8) Be on hand for all MPCA or regulatory inspections.
- (9) **Maintenance**, Environmental services can help with basic maintenance on all Wastewater plant equipment to include pumps, blowers, barscreen, UV system, chemical feed pumps, as well as feed adjustments and wasting. as well as all lift stations to help ensure equipment

longevity and reliability. Environmental Water Services shall notify the City when any extra needed repairs may be upcoming to allow for budget forecasting.

The services will include any other tasks which the Customer and the Service Provider may agree on.

## **2. Term of Agreement**

This Agreement will begin on \_\_\_\_\_ and will remain in full force and effect until the completion of the Services or until notified by the city of Harmony that services are no longer required.

## **3. Termination**

If either party seeks termination of this Agreement, the terminating party must provide a 30-day written notice to the other party.

## **4. Compensation**

The Customer will provide compensation to the Service Provider of \$1,500.00 per Month for the services rendered by the Service Provider as required by this Agreement. Compensation is payable at the completion of services. There will be a 50,00 per hour charge to respond to emergency calls and for any extra maintenance duties not a part of daily operations. All extra billing will be preapproved as needed prior to undertaking for protection to the city.

The City shall be responsible for all Laboratory testing, chemical costs, and equipment repair costs. Environmental Water Services Will Operate the wastewater plant to keep costs down and emergency repairs to a minimum. Operation shall keep plant in compliance as well as trending towards a streamlined budget cost. Environmental Water Services LLC. Does also request permission to use all wastewater and water tools that the city may have in place already onsite.

## **5. Independent Contractor**

The Service Provider is acting as an independent contractor in providing the Services under this Agreement, not as an employee. The parties agree that this Agreement does not create a joint venture

or a partnership between them.

Environmental Services carries the following Insurance coverage:

Commercial General Liability	2,000,000
Contractors Pollution Liability	2,000,000
Professional Liability	2,000,000
Workers Comp	
Commercial policies on company vehicle	1,000,000

### **Qualifications**

Environmental Water Services has and will keep in good standing all the certifications and licenses required to provide services to the city and will provide copies of such upon contract acceptance.

Environmental Water Services shall provide tools and equipment to perform basic maintenance functions as well as emergency maintenance as needed.

Environmental Water Services LLC. Will perform all services directly or indirectly required under this agreement in a good workman like manner consistent with industry standards. The operator warrants that it has the necessary equipment, training, and certification/license to provide the services as listed within this contract. The City has the right to inspect and may reject any service not provided in a workman like manner.

### **6. Modification of Agreement**

Any modifications or amendments to this Agreement will be binding if evidenced in writing signed by each Party.

### **7. Notice**



All notices or demands required or permitted by the terms of this Agreement will be given in writing and delivered to the parties.

**8. Time is of the Essence.**

No extension or variation of this Agreement will operate as a waiver of this provision. Time is of the essence in this Agreement.

**9. Integration**

This Agreement contains the entire agreement and understanding by and between the Customer and the Service Provider and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.

**10. Choice of Law**

This Agreement and the performance under this Agreement and all suits and special proceedings under this Agreement, be construed in accordance with and governed by the laws of the State of Minnesota.

**11. Severability**

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Mayor's signature

Date

\_\_\_\_\_

Print name

---

Witness Signature

Date

---

Print Name

---

Environmental Water Services LLC

---

Print Name

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

## BUSINESS LICENSE APPLICATION

### Business

Business Name The Bite LLC

Trade Name (d/b/a) \_\_\_\_\_

Mailing Address 1021 Winona St NW

Preston, MN 55965

Telephone 507-886-2483

Address to be Licensed 51 Main Ave N

Harmony, MN 55949

Number of Years at this Location 1

Federal Tax ID or SSN [REDACTED]

### Owner/Manager

Name Chelsey Clausen

Title Owner

Street Address [REDACTED]

Mailing Address 1

Preston, MN 55965

Telephone [REDACTED]

Date of Birth 08/29/1987 U.S. Citizen  Yes/No

Email C-clausen020@hotmail.com

### Licenses

Liquor On-Sale Only \$650.00

Liquor Combo On/Off Sale \$750.00

Liquor Sunday On-Sale \$125.00

Liquor Off-Sale Only \$240.00

3.2 Beer On-Sale \$100.00

Microdistillery Off-Sale \$250.00

3.2 Beer Off-Sale \$100.00

Wine/Strong Beer On-Sale \$225.00

Total Fees \$ 775.00

### Term

The applicant requests the above licenses for a term from 12:01 a.m. on the 1st day of July, 2021 to 12:00 midnight on the 30th day of June, 2022.

### 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 08/05/2021

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	[REDACTED]	[REDACTED]
Chelsey Clausen	Owner	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]  
 Restaurant Owner - Accountant

[REDACTED]  
 Angie Lake - [REDACTED]

[REDACTED] and address of owner of the premises to be licensed. Chelsey Clausen  
 [REDACTED]

- 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. 95
- 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 \_\_\_\_\_

**MEMO**

**To:** City Council

**Date:** August 10, 2021

**From:** Chris Giesen, EDA

**RE:** Industrial Park Purchase Agreement – Jeffery O'Connor

---

**Background**

Included in your packets is an offer from Mr. Jeffery O'Connor to purchase Lot 2 Block 2 in the Harmony Industrial Park First Addition (940 2<sup>nd</sup> Ave NE).

The offer is contingent on the council's approval of a development agreement authorizing tax increment financing (TIF) and at a sale price of \$65,000, which is the asking price set for this lot. Of this sale price, \$19,000 would be due in cash at closing and TIF will reimburse the remaining \$46,000 over about 10 years.

The EDA held the required public hearing on August 8, 2021 and received no public comments regarding the sale. The EDA unanimously approved the attached agreement.

**Action Requested**

Ratify the EDA's approval of the purchase agreement with Mr. Jeffery O'Connor.

## PURCHASE AGREEMENT

07/23/21

THIS AGREEMENT is entered into by and between **JEFFREY O'CONNOR**, Buyer, and **CITY OF HARMONY, ECONOMIC DEVELOPMENT AUTHORITY**, Seller.

**1. REAL PROPERTY:** Buyer agrees to purchase and Seller agrees to sell real property situated in the County of Fillmore, State of Minnesota, legally described as follows:

Lot 2, Block 2, Industrial Park First Addition, City of Harmony.

Tax parcel No. 15.0575.000  
Address: 940 2<sup>nd</sup> Ave NE, Harmony, MN 55939.

**2. PERSONAL PROPERTY AND FIXTURES:** No personal property is included in this transaction.

**3. PRICE & TERMS:** Seller has this day sold to Buyer for the sum of SIXTY-FIVE THOUSAND and NO/100THS (\$65,000.00) DOLLARS, which Buyer agrees to pay in the following manner:

- (a) Earnest money herein paid of \$0.00;
- (b) \$46,000.00 paid through Tax Increment Financing District 1-8 within Municipal Development District No. 1, the resulting proceeds of which will be kept by the City to provide payment of \$46,000.00 of sales price; and
- (c) \$19,000.00 cash on the date of closing.

**4. DATE OF CLOSING:** Shall be on or before September 30, 2021.

**5. DATE OF POSSESSION:** Shall be on the date of closing, provided that all conditions of this agreement have been complied with.

**6. DEED:** Subject to performance by Buyer, Seller agrees to execute and deliver a merchantable Warranty Deed (to be joined in by spouse, if any) conveying marketable title to said premises subject only to the following exceptions:

- (a) Building and zoning laws, ordinances, State and Federal regulations.
- (b) Restrictions relating to use or improvement of property without effective forfeiture provisions.
- (c) Reservation of any minerals or mineral rights to the State of Minnesota.
- (d) Utility and drainage easements which do not interfere with present improvements.
- (e) Right of reverter whereby title to the real estate shall revert to Grantor in the event that Grantee fails to comply with and abide by the terms of the Development Agreement to be entered into by and between Grantor and Grantee at closing (mainly, finish construction on the proposed building within one year of the date of

acquisition).

**7. REAL ESTATE TAXES:** The property is exempt from taxation for tax year 2021. Buyer shall pay the real estate taxes due in the year 2022. Neither Seller nor Seller's agent make any representation or warranty whatsoever concerning the amount of real estate taxes which shall be assessed against the property subsequent to the date of purchase.

**8. SELLER'S WARRANTIES:** Seller warrants that 1) buildings, if any, are entirely within the boundary lines of the property; 2) there is a right of access to the real property from a public right-of-way; 3) there has been no labor or material furnished to the real property for which payment has not been made; 4) the real property is not subject to a lien for Medical Assistance or other public assistance; and 5) there are no present violations of restrictions relating to the use or improvement of the real property. Seller shall remove all personal property not included herein and all debris from the premises prior to the possession date. All warranties contained in this paragraph 8 shall survive delivery of the deed or contract for deed.

**9. TITLE EVIDENCE:**

- (a) Seller shall deliver any abstract of title or a copy of any owner's title insurance policy for the Property, if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of this purchase agreement; and Buyer shall obtain the title services determined necessary or desirable by Buyer or Buyer's lender, including but not limited to title searches, title examinations, abstracting, a title insurance commitment, or an attorney's title opinion at Buyer's selection and cost and provide a copy to Seller.
- (b) Buyer shall be allowed 15 days from the date of the purchase agreement for examination of said title and the making of any objections thereto, said objections to be made in writing or deemed to be waived. If any objections are so made Seller shall be allowed 120 days to make such title marketable. Pending correction of title the payments hereunder required shall be postponed, but upon correction of title and within 10 days after written notice to Buyer, the parties shall perform this agreement according to its terms.

**10. TITLE CORRECTIONS AND REMEDIES:** If said title is not marketable and is not made so within 120 days from the date of written objections thereto as above provided, this agreement shall be null and void, at option of Buyer, and neither principal shall be liable for damages hereunder to the other principal. All money theretofore paid by Buyer shall be refunded. If the title to said property be found marketable or be so made within said time, and Buyer shall default in any of the agreements and continue in default for a period of 10 days, then and in that case Seller may terminate this contract and on such termination all the payments made upon this contract shall be retained by Seller and said agent, as their respective interests may appear, as liquidated damages, time being of the essence hereof. This provision shall not deprive either party of the right of enforcing the

specific performance of this contract provided such contract shall not be terminated as aforesaid and provided action to enforce such specific performance shall be commenced within six months after such right of action shall arise.

**11. NOTICE REGARDING WELL:** It is understood and acknowledged by Buyer and Seller that there is not a well located on the premises.

**12. NOTICE REGARDING SEWAGE TREATMENT:** It is understood and acknowledged by Buyer and Seller that there is not a septic system or other private sewage treatment system located on the premises.

**13. NOTICE REGARDING METHAMPHETAMINE:** It is understood and acknowledged by Seller and Buyer that if there has been methamphetamine production on the premises, Seller has provided to Buyer the full disclosure required by Minnesota Statute § 152.0275 Subd. 2(m).

**14. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

**15. ADDITIONAL TERMS:**

- (a) **AS IS:** The above described real estate, including the dwelling, well, private septic or sewage treatment system, other improvements, fixtures, appliances and personal property, is not new and is being purchased "**as is.**" Buyer has the right and duty to inspect the property, or to have the property inspected by a person of Buyer's choice, at Buyer's expense. Buyer also has the right to make a pre-closing inspection to determine that the property is in substantially the same condition as it is at the date of this agreement. **By signing this Contract, Buyer is acknowledging Buyer's acceptance of the property "as is."** Any warranties of physical condition of the property contained in this contract are void after closing. After closing Seller has no further liability or responsibility with respect to the condition of the property. This provision shall survive delivery of a deed or contract for deed.
- (b) **RIGHT OF FIRST REFUSAL:** The Seller agrees to grant to Buyer at closing a right of first refusal on the land directly East of the subject parcel, comprising approximately 1.13 acres. This right of first refusal shall only be valid for two years from the date of closing and shall allow Buyer 30 days from presentment of an offer to the EDA from a third party to exercise the right of first refusal by matching the offer and purchase the subject real estate.
- (c) **CONTINGENT ON FORMAL APPROVAL AFTER PUBLIC HEARING:** This transaction shall be contingent upon EDA and City Council approval after public hearing. If the EDA or City Council shall not approve the sale, this purchase



agreement shall be cancelled and no further obligations shall exist between the parties.

- (d) **CONTINGENT ON DEVELOPMENT AGREEMENT:** This transaction shall be further contingent on Buyer, at closing, entering into a development agreement with the EDA, outlining in greater detail Buyer's obligations to construct the planned building within one year of acquisition of the real estate and agreeing not to take any action that would jeopardize TIF district eligibility or recapture.

I, the undersigned owner of the above described property and Seller, hereby agree to sell the above described property for the price, terms and conditions stated above.

**ECONOMIC DEVELOPMENT AUTHORITY  
CITY OF HARMONY**

8-5-21  
Date:

KKS  
Seller: Kerry Kingsley, President

\_\_\_\_\_  
Seller: Devin Swanberg, Executive Director

Address: PO Box 488  
Harmony, MN 55939

I, the undersigned Buyer, hereby agree to purchase the above described property for the price, terms and conditions stated above.

7-23-21  
Date:

Donner  
Buyer: Jeffrey O'Connor

Address: 1147 John & Mary Drive  
Chatfield, MN 55923

Phone: (507) 208-1894

**MEMO**

**To: Harmony EDA**  
**Date: August 10, 2021**  
**From: Chris Giesen**  
**RE: Downtown Revitalization Program**

---

**Background**

Through our Experience Harmony II strategic goals and more recent 2021 project goals discussion, commercial building rehabilitation in the downtown area has been identified as a point of attention.

The EDA along with community volunteers have designed the attached program concept to address commercial rehabilitation specifically in the downtown area.

The basis of the discussion was that we have not done a commercial rehab program in some time. And, even when we did the program not many extensive renovations occurred- most were cosmetic fixes that had limited lifespan (like an awning or signage). There are also a handful of buildings that are nearing the end of their structural life if major work is not taken with many more that are nearing this state in the next 10-20 years if left unfixed. Some of the major fixes like brick work can cost \$50,000+ and are often not done because of the high expense or, cheaper fixes like siding or paint are implemented.

**Outline of Program**

Several goals, structures, and methods were discussed. The below is only an outline, the proposed program guidelines and application form are attached for reference.

Program Goal: To protect and enhance the character of Harmony’s historic downtown by strategically providing funding to renew and extend the life of core downtown buildings. Thereby supporting a core feature of the Harmony community which will retain and attract businesses and residents, improve tax base, and encouraging new growth throughout the community.

1. Provide major grant funding for major visible exterior renovations that will be long term “once in a lifetime” type repairs/improvements.
2. Provide funding for projects that would not otherwise happen.
3. Eliminate barriers for participation in the program.
4. Create high-impact results.

Program Guidelines Outline (all hypothetical for now):

- A. Once a year in the fall, accept applications for major exterior renovation projects from owners of commercially taxed buildings in the core downtown area. (between 1<sup>st</sup> Ave and 1<sup>st</sup> Ave, 52, and 1<sup>st</sup> ST SE)
- B. EDA sub committee will review applications and recommend to EDA and council the project(s) to award by December 1.
- C. Applications will be reviewed based on eligibility criteria, how it achieves the program goals, impact to the community, need, and overall project scope.
- D. Up to 100% grant (no match). Structured as a forgivable loan.
- E. Can be used in conjunction with other programs (EDA loan, etc...).

- F. Applications must detail the project scope, cost, materials used, any ancillary improvements that will be made in conjunction with the proposal, etc...
- G. No self performance/self work allowed. Must use licensed and insured contractors.
- H. Materials must be high quality, have a long life expectancy (20+ years).
- I. Must not simply cover up, remove, or diminish historic features of the building.
- J. Could apply and be awarded multiple years in a row if a large project.
- K. EDA staff to market this program individually to downtown building owners.

One of the items discussed was accessibility/use-ability of the program. A building owner with major repairs may not have the cash, equity, ability to borrow etc... to provide a typical "match" required by most programs. The "up to" 100% grant allows everyone to take advantage.

The EDA has had an annual capital improvement/project budget of \$40,000 per year. This budget would be dedicated for at least 3 years (annually renewable like our home rebate program) to ensure a noticeable impact on the downtown and test the effectiveness. This approach would have zero impact on future tax levy requests.

Applications would be considered all at once in a competitive format – this would allow for the most flexibility to award the most funding to the best projects. Maybe only one \$40,000 project is approved, or possibly two at \$20,000 – all dependent on what comes in/what the needs are. But, within a 3-5 year period we could have 5-10 buildings extensively repaired downtown that otherwise might continue into disrepair.

**Action Requested**

Approve the program as requested by EDA.

## Harmony Economic Development Authority

### Downtown Revitalization Program – Guidelines

#### APPLICATIONS ARE DUE BY NOVEMBER 1

##### Program goal

To protect and enhance the character of Harmony's historic downtown by strategically providing funding to renew and extend the life of core downtown buildings. Thereby supporting a core feature of the Harmony community which will retain and attract businesses and residents, improve tax base, and encourage new growth throughout the community.

This program will:

- Provide major grant funding for major visible exterior renovations that will be long term "once in a lifetime" type repairs/improvements.
- Provide funding for projects that would not otherwise happen without assistance.
- Eliminate barriers for participation in the program.
- Create high-impact results to save and improve the unique structures that give downtown Harmony its identity.

##### Program overview

1. Up to \$40,000 is available each year.
2. The EDA may award all \$40,000 to one project. Ideally this project could fund one building each year, and over 10 years most of downtown will be renovated.
3. The EDA will accept applications from eligible property owners each year.
4. Applications are due November 1 each year.
5. A committee appointed by the EDA will review applications and recommend to the EDA and council the projects(s) to award by December 1.
6. Applications will be reviewed based on eligibility criteria, how it achieves the program goals, impact to the community as a whole, need, and overall project scope.
7. This program can provide up to 100% grant (no match required) structured as a forgivable loan. 10% of the award amount will be forgiven each year until completely forgiven. If the building is sold, the prorated remaining portion must be repaid and will be immediately due in full.
8. This program can be used in conjunction with all other programs, assuming that program allows for use of this program (EDA loans, etc...).

##### Application and award process

1. Applicants must complete the program application, provide supporting documents, and submit it to City Hall on or before November 1 each year.
2. In addition to a completed application and supporting documents, applications must detail the project scope, cost, materials used, any ancillary improvements that will be made in addition to their application, and any other information that will show the benefit to Harmony's downtown and community at large.

##### Additional rules

1. Only commercially taxed properties generally between the intersection of Highway 52/139 south to 2<sup>nd</sup> Street SE along Main Street, between 1<sup>st</sup> Ave NW/SW and 1<sup>st</sup> Ave NE/SE are eligible. See eligibility Map for detail.
2. No self performance/self work allowed. All work must be completed by a third party that is licensed to do such work.
3. Materials must be of high quality, have long life expectancy (20+ years).
4. Project must not simply cover up, remove, or diminish historic features of the building.
5. Applicants may apply and be awarded multiple years in a row if funding, project size, and benefit to the community warrant additional funding.
6. EDA staff will help with questions, rules, and review/award process.

***Please submit application with supporting materials to City Hall, incomplete applications will not be accepted.***

Harmony Economic Development Authority  
Downtown Revitalization Program – Application

**APPLICATIONS ARE DUE BY NOVEMBER 1**

Applicant Information

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Project Location Address: \_\_\_\_\_

Amount Requested: \$ \_\_\_\_\_

Describe your project scope:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the materials to be used:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Budget

Please list the sources of your project funding:

EDA Grant: \_\_\_\_\_

Bank Loan: \_\_\_\_\_

EDA Loan: \_\_\_\_\_

Owner Cash: \_\_\_\_\_

Other (please describe): \_\_\_\_\_

Other (please describe): \_\_\_\_\_

Total Project Cost: \_\_\_\_\_

Please list the cost of each project element and attach quotes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list all contractors to be used and the project elements that they will be responsible for:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Statement of Need**

This program is only used to assist projects that would not be able to proceed otherwise. Please indicate why your project cannot proceed without this program’s assistance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Applicant Certification**

We, the undersigned certify that the information submitted is true and accurate to the best of our knowledge, that we have read, understand, and that we will comply with the program guidelines. We understand that this application will be reviewed based on the information provided and that we will only receive reimbursements for approved project expenses which utilize approved materials and contractors. We understand that the City of Harmony reserves the right to deny this application and any or all payments if the program guidelines are not followed.

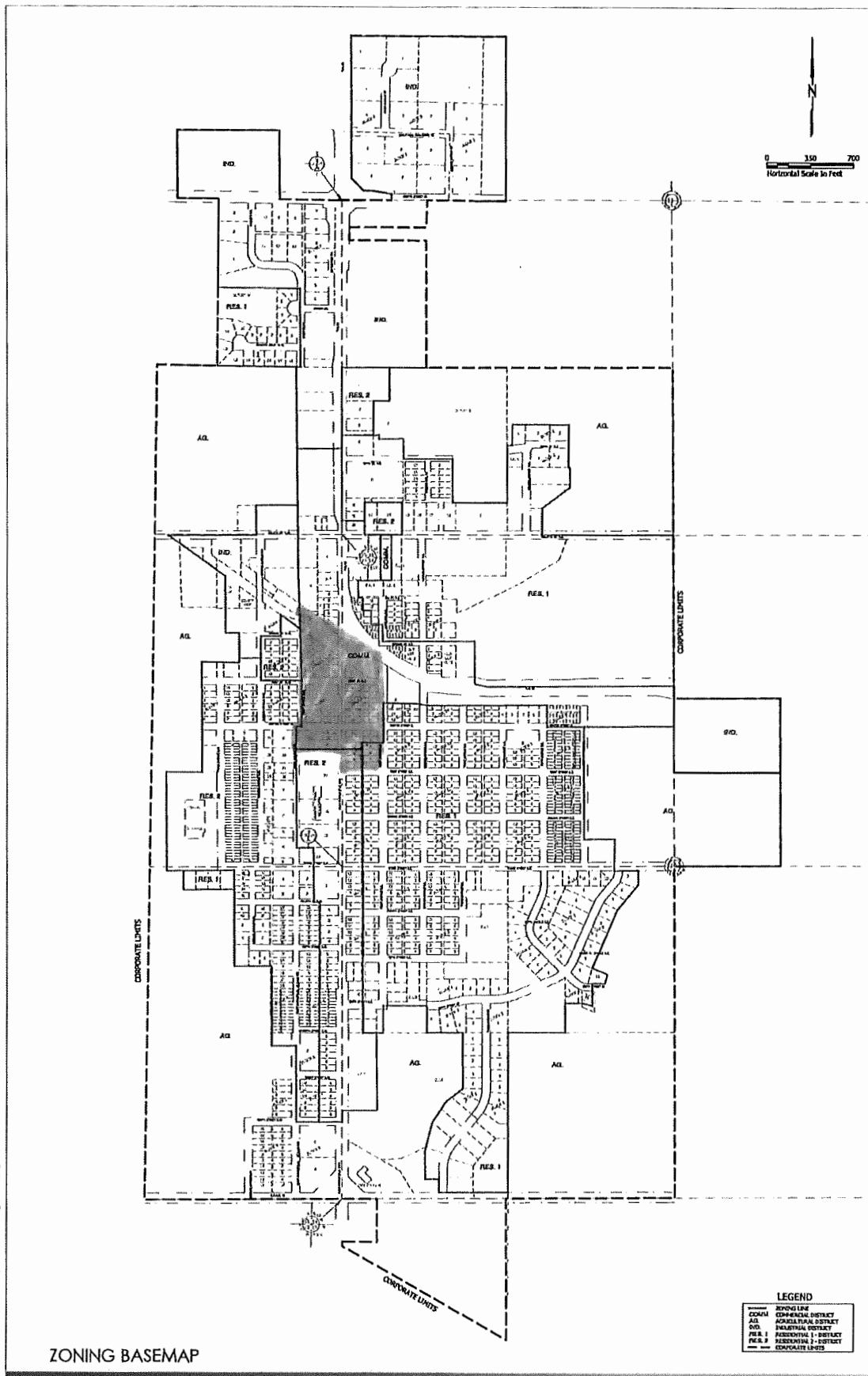
\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Name/Title (Printed)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

***Please submit application with supporting materials to City Hall, incomplete applications will not be accepted.***



Date: 12/15/2020 10:58 AM  
 User: jtp  
 Project: Zoning Base Map  
 Drawing: Zoning Base Map  
 Path: \\server\projects\2020\Zoning Base Map\Drawings\Zoning Base Map.dwg  
 Plot: 12/15/2020 10:58 AM  
 Plotter: HP DesignJet T1100e  
 Scale: 1:1  
 Sheet: 1 of 1

DATE: DECEMBER 2020


**Stantec**  
 #184 Payne Ct., N.W.  
 Houston, TX 77058  
 www.stantec.com

**MEMO**

**To: City Council**

**Date: August 10, 2021**

**From: Chris Giesen, EDA**

**RE: Resolution Calling for Public Hearing on TIF 1-8**

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**Background**

As a part of the financial assistance package for the O'Connor purchase in the Industrial Park, a new TIF district is being requested. Before a TIF district is created a public hearing must be held to accept public comment. Tonight's requested action is merely to authorize holding such public hearing. No financial assistance is being awarded by tonight's requested action.

**Action Requested**

Approve the attached resolution calling for a public hearing to consider the adoption of TIF 1-8.



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

HELD: August 10, 2021

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Harmony, Fillmore County, Minnesota, was duly held at the City Hall on Tuesday, the 10th day of August, 2021, at 7 o'clock p.m. for the purpose, in part, of calling a public hearing on the establishment of Tax Increment Financing Plan for Tax Increment Financing District No. 1-8 within Municipal Development District No. 1.

The following Councilmembers were present:

and the following were absent:

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption;

RESOLUTION NO. \_\_\_\_\_  
CALLING FOR A PUBLIC HEARING ON  
THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-8, AND  
THE ADOPTION OF TAX INCREMENT FINANCING PLAN RELATING THERETO

BE IT RESOLVED by the City Council (the "Council") of the City of Harmony, Minnesota (the "City"), as follows:

1. Public Hearing. The City Council shall meet on Tuesday, September 14, 2021, at approximately 7:00 p.m. to hold a public hearing on the following matters: (a) the proposed establishment of Tax Increment Financing District No. 1-8 within Municipal Development District No. 1, and (b) the proposed adoption of the Tax Increment Financing Plan relating thereto, pursuant to and in accordance with Minnesota Statutes, Sections 469.124 to 469.134 and 469.174 to 469.1794, inclusive, as amended (the "Act").

2. Notice of Hearing. Filing of Plan. The Administrator is hereby authorized to cause a notice of the hearing, substantially in the form attached hereto as Exhibit A, to be published as required by the Act and to place a copy of the Tax Increment Financing Plan, as proposed to be adopted, on file in the Administrator's Office at City Hall and to make such copies available for inspection by the public.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor:

and the following voted against the same.

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA        )  
CITY OF HARMONY            ) SS.  
COUNTY OF FILLMORE        )

I, the undersigned, being the duly qualified City Administrator of the City of Harmony, Minnesota, DO HEREBY CERTIFY that the attached resolution is a true and correct copy of an extract of minutes of a meeting of the City Council of the City of Harmony, Minnesota duly called and held, as such minutes relate to the calling of a public hearing on the establishment of Tax Increment Financing District No. 1-8 within Municipal Development District No. 1, as proposed to be adopted.

WITNESSED:

\_\_\_\_\_ )  
City Administrator

\_\_\_\_\_ )  
Date

**EXHIBIT A**

**CITY OF HARMONY  
COUNTY OF FILLMORE  
STATE OF MINNESOTA**

**NOTICE OF PUBLIC HEARING**

**ON THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-8  
WITHIN MUNICIPAL DEVELOPMENT DISTRICT NO. 1  
AND THE ADOPTION OF TAX INCREMENT FINANCING PLAN RELATING THERETO**

NOTICE IS HEREBY GIVEN that the City of Harmony, Fillmore County, Minnesota, will hold a public hearing on Tuesday, September 14, 2021, at approximately 7:00 p.m. at the Council Chambers in City Hall, located at 225 3<sup>rd</sup> Avenue SW in the City of Harmony, Minnesota, relating to (a) the proposed establishment of Tax Increment Financing District No. 1-8 within Municipal Development District No. 1, and (b) the proposed adoption of the Tax Increment Financing Plan relating thereto, pursuant to and in accordance with Minnesota Statutes, Sections 469.124 to 469.134 and 469.174 to 469.1794, inclusive, as amended (the "Act"). Copies of the Tax Increment Financing Plan, as proposed to be adopted, will be on file and available for public inspection at the office of the City Administrator at City Hall.

The properties proposed to be affected by Tax Increment Financing District No. 1-8 are described in the Tax Increment Financing Plan on file in the office of the City Administrator. A map of the Tax Increment Financing District is set forth below:

(INSERT MAP)

All interested persons may appear at the hearing and present their view orally or in writing.

Any person with residence in or owner of taxable property in the City of Harmony may file a written complaint with the City if the City fails to comply with the Minnesota Statutes noted above. If written notice is not filed with the City, no action may be filed against the City for failure to comply.

Dated: August 10, 2021

BY ORDER OF THE CITY COUNCIL

/s/ Devin Swanberg,  
City Administrator