

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

March 8th, 2022  
7:00 P.M.

Council Room  
Community Center

1. Call to Order
2. Public Hearing- Industrial Park Plat
3. Roll Call
4. Public Forum
5. Consent Agenda
  - a. Minutes Regular and Special March Meeting
  - b. Claims and February Checks
  - c. CD
  - d. Cash Balances
  - e. Kwik Trip Liquor License
6. New Business
  - a. Discussion and Vote on Retail Variety Store Ordinance
  - b. Discussion on creating an RFP for New Comprehensive Plan
  - c. Resolution Establishing Precincts and Polling Place
7. Reports
  - a. Building & Maintenance Report
    - A. WWTP Report
    - B. Internet Grant Update
    - C. New Drag behind Mower
    - D. Light Poles
  - b. EDA Board
    - A. KTNS Trucking Loan
    - B. KTNS Development Agreement
    - C. Budget Modification to TIF 1-8
  - c. Park Board
    - A. Splash Pad Shelter – Approval of Weiser Brothers
    - B. Splash pad update
  - d. Library Board
  - e. Arts Board
  - f. Fire Department
  - g. Sheriff Report
8. Adjourn



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**HARMONY CITY COUNCIL**  
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**Regular Meeting**

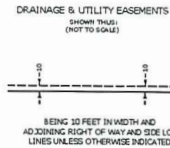
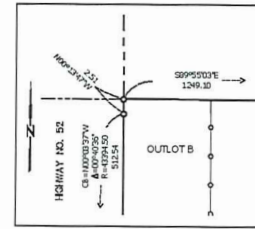
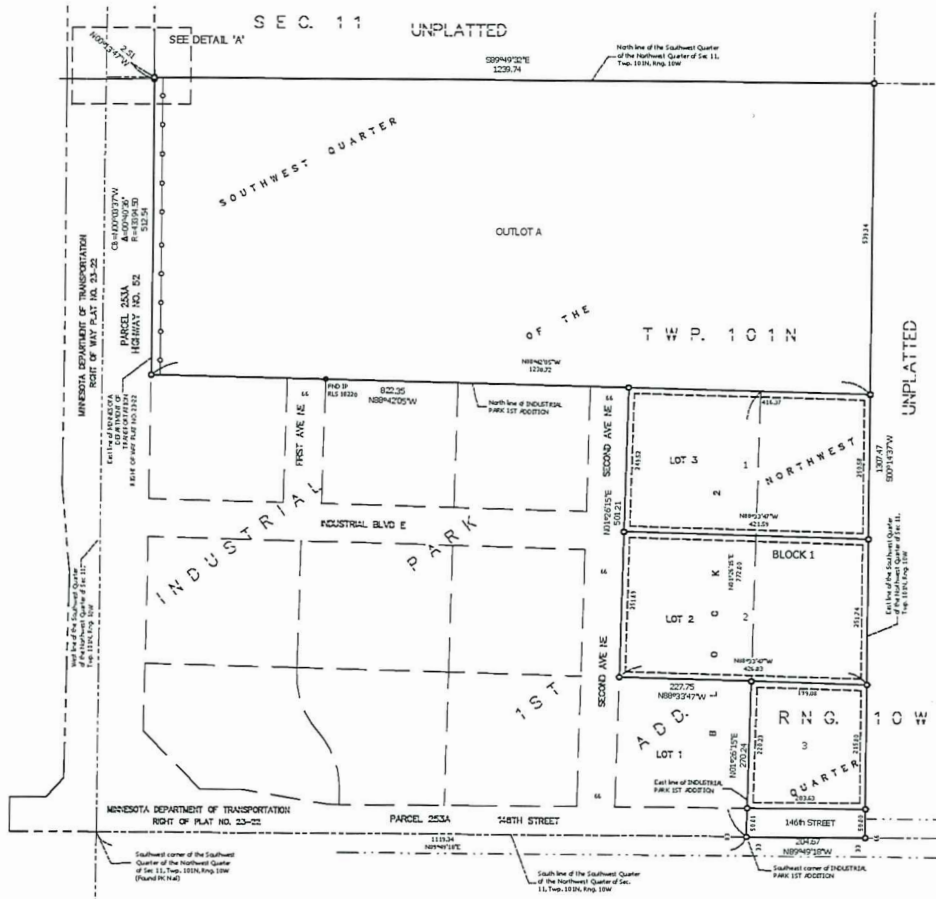
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6. New Business
  - a. Discussion and Vote on Retail Variety Store Ordinance
  - b. Discussion on creating an RFP for New Comprehensive Plan
  - c. Resolution Establishing Precincts and Polling Place
7. Reports
  - a. Building & Maintenance Report
    - A. WWTP Report – See Attachment
    - B. Internet Grant Update
    - C. New Drag behind Mower
    - D. Light Poles – Continue to replace the old poles along Main
  - b. EDA Board
    - A. KTNS Trucking Loan
    - B. KTNS Development Agreement
    - C. Budget Modification to TIF 1-8
  - c. Park Board
    - A. Splash Pad Shelter – Approval of Weiser Brothers- To build Shelter
    - B. Splash pad update – Pay Remainder of Equipment
  - d. Library Board
  - e. Arts Board
  - f. Fire Department
  - g. Sheriff Report
8. Adjourn



# INDUSTRIAL PARK 2ND ADDITION



BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SEC. 11, TWP. 101N, R. 10W, WHICH IS ASSUMED TO HAVE A BEARING OF NORTH 89 DEGREES 40 MINUTES 30 SECONDS EAST.

- DENOTES IRON MONUMENT FOUND, AS SHOWN
- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET WITH PLASTIC PLUG INSCRIBED WITH 43133
- DENOTES FILLMORE COUNTY CAST IRON MONUMENT
- DENOTES RESTRICTED RIGHT OF WAY ACCESS

KNOW ALL MEN BY THESE PRESENTS: That Economic Development Authority, City of Harmony, a Minnesota municipal corporation, owner of record of the following described property, situated in the City of Harmony, County of Fillmore, State of Minnesota, to-wit:

Lot 2 and Lot 3, Block 1, INDUSTRIAL PARK, 1ST ADDITION, according to recorded plat thereto, Fillmore County, Minnesota.

AND

That part of the Southwest Quarter of the Northwest Quarter of Section 11, Township 101 North, Range 10 West, Fillmore County, Minnesota, described as follows: Commencing at the southeast corner of said Southwest Quarter within the Northwest Quarter, thence South 88 degrees 40 minutes 10 seconds East, along the north line of said Southwest Quarter of the Northwest Quarter, 119.24 feet to the south at corner of INDUSTRIAL PARK, 1ST ADDITION, according to recorded plat thereof, said Fillmore County, and thence along the south line of said Southwest Quarter, thence South 88 degrees 40 minutes 10 seconds East, along the east line of said INDUSTRIAL PARK, 1ST ADDITION, 177.00 feet to the north at corner of said INDUSTRIAL PARK, 1ST ADDITION, thence North 88 degrees 40 minutes 10 seconds West, along the north line of said INDUSTRIAL PARK, 1ST ADDITION, 105.11 feet to the east at right angle to Highway No. 52, as shown in MINNESOTA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLAT NO. 23-22, said Fillmore County, thence along said east line right angle to Highway No. 52, 518.05 feet to the north at said Quarter Corner of the Northwest Quarter, thence South 88 degrees 40 minutes 10 seconds East, along said north line of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter, 1227.48 feet to a south line of the Southwest Quarter, thence South 88 degrees 40 minutes 10 seconds West, along said south line, 204.07 feet to the point of beginning.

Has caused the same to be surveyed and platted as INDUSTRIAL PARK, 2ND ADDITION, and does hereby dedicate and donate to the public for public use forever the public way and also dedicating and donating the easements as shown on the plat for drainage and utility purposes only.

In witness whereof, said Economic Development Authority, City of Harmony, a Minnesota municipal corporation, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Economic Development Authority, City of Harmony, a Minnesota municipal corporation

President \_\_\_\_\_ Executive Director \_\_\_\_\_

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ of Economic Development Authority, City of Harmony, a Minnesota municipal corporation, on behalf of the corporation.

\_\_\_\_\_, (Notary Signature)

\_\_\_\_\_, (Notary Printed Name)

NOTARY PUBLIC: \_\_\_\_\_ COUNTY, MINNESOTA

MY COMMISSION EXPIRES \_\_\_\_\_

SURVEYOR

I hereby certify that I have surveyed and platted the land described on this plat as INDUSTRIAL PARK, 2ND ADDITION, that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly displayed on the plat; that all natural boundary monuments of the plat have been correctly set and that all other required monuments will be correctly set within one year of the recording of this plat; that as of the date of this certificate, all water boundaries and all lands, as defined in Minnesota Statutes 505.02, Subd. 3, are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Daniel J. Roeder, Licensed Land Surveyor

Minnesota License Number 43133

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by DANIEL J. ROEDER, Licensed Land Surveyor, Minnesota License Number 43133.

\_\_\_\_\_, (Notary Signature)

\_\_\_\_\_, (Notary Printed Name)

NOTARY PUBLIC: \_\_\_\_\_ COUNTY, MINNESOTA

MY COMMISSION EXPIRES \_\_\_\_\_

HARMONY CITY COUNCIL

We do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the City Council of Harmony, Minnesota, approved this plat.

SIGNED: \_\_\_\_\_ Mayor

ATTEST: \_\_\_\_\_ Clerk

FILLMORE COUNTY AUDITOR/TREASURER

I hereby certify that the taxes on the land described herein are paid for the year 20\_\_\_\_ and all years prior to the year 20\_\_\_\_ and transfer same.

Date \_\_\_\_\_

FILLMORE COUNTY AUDITOR/TREASURER

DEPUTY AUDITOR/TREASURER

TAX PARCEL NUMBER \_\_\_\_\_

FILLMORE COUNTY RECORDER

I hereby certify that this instrument was filed for record in the Office of the County Recorder in and for Fillmore County, Minnesota on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_, (Notary Signature)

\_\_\_\_\_, (Notary Printed Name)

\_\_\_\_\_, (Notary Title)

FILLMORE COUNTY RECORDER

DEPUTY RECORDER

A Regular Meeting of the Harmony City Council was called to order at 7:00 PM by Mayor Steve Donney. Present were Mayor Donney, Councilmembers Tony Webber, Steve Sagen, Domingo Kingsley, and Jesse Grabau; Administrator Devin Swanberg, Attorney Greg Schieber, Deputy Clerk Lisa Morken, Samantha Grabau, Chris Giesen, Allison Wagner, Hannah Wingert (FC Journal), Lisa Miller, Aaron Bishop, Erica Thilges, Amy Bishop, Terry Bigalk, Brian Michael, Julie Little, Tim Little, Roxanne Johnson, Melissa Vander-Plas, Charlie Warner, Harvey Benson, Ann Lyons, Charles Lowery, Jackie Lowery, Michael Himlie, Amy Bishop, Allen Dahl, Annette Evenson

PUBLIC FORUM:

Ann Lyons – Like Harmony’s independent businesses and is worried a discount retail store will not treat employees and the local community well. Dollar General would not be good for Harmony.

Julie Little – Likes Harmony’s local businesses. Concerned about Dollar General hurting businesses in town and hurting our quality of life. Wheeler’s was a family place unique to the town. Dollar General is not.

Roxanne Johnson – Harmony’s atmosphere should be preserved while inviting new businesses to town. Suggested a task force to help Planning & Zoning. Harmony is known for Mom & Pop businesses and that should be preserved.

Tim Little – Local businesses cannot keep up with a national chain because they don’t have the same buying power. Dollar General would not be good for Harmony.

Aaron Bishop – Concerned about the long-term health of the community. Most money spent here stays local. Dollar General would not be good for Harmony.

Michael Himlie – Letting a national chain come to town will ruin what past generations have built. Unfair competition should be limited.

Jesse Grabau motioned to approve the Consent Agenda. Tony Webber seconded the motion. All in favor. Motion carried.

New Business – State Disaster from December 2021 storms. Administrator Devin Swanberg reported that the state of Minnesota will pay for 75% of December storm repair costs. Estimated \$30,000 to \$40,000 for restoring power and removal of downed trees.

Reports

Internet Grant Update – A 2.4 million dollar grant application has been submitted and should be awarded.



Allison Wagner, CEDA Grant Director explained the Small City Block Grant – Resolution 22-04 public hearing. This DEED/HUD grant has been through the survey phase.

- Citizen input – Individual businesses don't have to apply to be historic. Rehab 15 commercial and 15 residential businesses. First come, first serve.
- Proposed – 15 commercial properties work with CEDA, 15 residential work with SEMCAC. Residential improvements benefit low to moderate-income.
- Overall Cost – \$1,870,750 grant. City has committed to \$35,000. Residential property owners \$25,000, commercial 20% (max \$40,000)
- Schedule – This will be used on summer projects if successful. Depends on DEED. DEED has been behind due to COVID-19. Hopefully, the grant will be awarded in the spring of 2022. Then an environmental review. CEDA does this review at no cost to the City.
- Stuff/What is covered – Property must be owned for 7 years. Residential repairs that improve health and safety. Commercial repairs to building exterior
- Compliance with Historic Registry – The entire downtown qualifies. The state will have to sign off on other sites.

If awarded recipients will have 3 to 5 months to complete the repairs. There will be a walkthrough, a write-up, and a pre-construction meeting. DEED must be updated if any steps will take longer.

Wagner noted that lead-certified contractors are in demand. Wagner estimated that the cost to train for this occupation is \$1,000.

Jesse Grabau motioned to adopt Resolution 22-04. Domingo Kingsley seconded the motion. Steve Sagen will abstain from voting as it may be a conflict of interest. All other Council Members voted in favor. Motion carried.

Splash Pad is moving forward. Equipment has been ordered. \$17,500 has been sent to ensure that the price we were given is held. Quotes for shelter close Friday. Park Board will be raising more money for this project. A \$150,000 grant has been awarded. Board is not asking the City for funding. The completion goal is July 1, 2002.

Library Board has ordered a new dropbox to replace the one outside of the Community Center building. The current dropbox leaks. Domingo Kingsley asked Council if Community Center funds could be used to pay for the new dropbox. Mayor Donney suggested using Library funds. If the Library needs additional funding at a later date this issue can be revisited. Diali Cissokho will be performing at the JEM Theatre on February 28<sup>th</sup>. This event is free and open to the public.

The Arts Board would like to welcome a new member, Maddie Berge. Jam in Harmony is on February 19<sup>th</sup> at the Harmony Golf Course. This event is free and open to the public.

Mayor Donney announced two donations from Greenfield Lutheran Church. \$894 for the Ambulance Service and \$894 for Fire Department.

Sheriff Report – Squad has been sold. Awaiting payment of \$11,650.00.

A Planning and Zoning meeting was held 1 hour before the City Council Meeting. Planning and Zoning Board voted 4 to 1 to keep commercial building ordinance the same – no change needed at this time. Steve Sagen made a motion to schedule a Public Hearing on March 1<sup>st</sup> at 7:00 PM to the Commercial

Zoning ordinance. Councilmembers Tony Webber and Jesse Grabau opposed. Councilmembers Steve Sagen, Domingo Kingsley, and Mayor Donney voted in favor. Motion carried.

Administrator Devin Swanberg noted that Community Center gym clean-up is in progress. Car charges will be installed in City Lot in May.

Upon no further business, Mayor Donney adjourned the meeting.

Mayor Steve Donney

Lisa Morken, Deputy Clerk

January 27, 2022

SPECIAL MEETING & PUBLIC HEARING

HARMONY CITY COUNCIL

HARMONY ECONOMIC DEVELOPMENT AUTHORITY

A Special Meeting of the Harmony City Council was called to order at 7:00 PM by Mayor Steve Donney. Present were Mayor Donney, Councilmembers Steve Sagen, Domingo Kingsley, and Jesse Grabau; Administrator Devin Swanberg, Attorney Greg Schieber, Deputy Clerk Lisa Morken, Chris Giesen

Carson, Rita Selden, Janet Johnson, Teresa A. Smith, Carol Lange, Janet Johnson, Joanne Burmeister, Amy Bishop, Janice Huff, Larry Peterson, Becky Jones, Justin Jones, Melissa Vander Plas, Dan Busse, Becky Hoff, Ralph Beastrom, Jerry Grehl, Corinne Haugen, Ron Gregg, Dennis Dekeyrel, Jerome Illg, Aubrey Johnson, Rod Johnson, Pam Hoppe, Dave Hoppe, Rose Love, Janell Randa, Linda Polesky, Julie Little, Tim Little, Samantha Grabau, Mariah Stensgard, Anita Schissel, Jacob Stauffer, Rose Berge, Emily Morgan, Connie Miller, Bonita Underbakke, Harvey Benson, Aaron Bishop, Nathan Osmanson, Carol Beastrom, Claudia Grehl, R. Dan Tieffonbachan, LeAnne Gregg, Annette Evenson, Allen Dahl, Kyle Scheevel, Rich Bishop, Shov Bishop, Charlie Warner, Kay Himlie, Michael Himlie, Sue Sikkink, Wanda Hanson, Mindy Kingsley, Shari Osmanson, Sue Drinkwine, Terry Bigalk, Andrew Kingsley, Sandy Itrozyh, Jenny Itrozyh, Bonnie Haugen, Vnce Haugen, Amber Cody, Lou Slindee, Dick Nethercut, Eric Schladweiler

Councilmember Sagen motioned to approve charitable gambling at The Bite. Kingsley seconded the motion. All in favor. Motion carried.

Chris Giesen and Attorney Greg Schieber recapped proposed changes to the city ordinance regarding discount retail stores. Discussions started late last fall about what might happen to current essential offerings (grocery store, pharmacy, etc.). Competition is good, but how would it impact our town? How do we invest in/preserve downtown? The EDA decided this topic should be considered further. Communities have the power to address these issues. An updated planning and zoning ordinance would be conditional use. The current ordinance hasn't changed much since the 1970s. A first draft has been completed to get a review started.

**PUBLIC FORUM:** Mayor Donney stated that anyone who would like to speak regarding the discount store ordinance could do so. Each speaker has 1.5 minutes and will be stopped at 2 minutes. Each speaker should begin with their name and state if they're a resident of Harmony or not.

**Speakers:** Becky Hoff, Erica Thilges, Amy Bishop, Bonita Underbakke, Harvey Benson, Aaron Bishop, Annette Evenson, Ann Lyons, Andy Batstore, Nate Osmonson, Julie Little, Dennis DeKeyrel, Michael Himlie, Jerry Grehl. Dick Nethercut, Jacob Staufer, Ralph Beeastrom, Rich Bishop and Andrew Kingsley

Becky Hoff – Harmony resident. Supports an ordinance change to restrict big box stores.

Erica Thilges – Harmony resident. The ordinance needs to be changed to protect small businesses.

Amy Bishop – Harmony resident. The ordinance should be changed (or the moratorium should be extended) to shape our vision of the future. Big decisions take time.

Bonita Underbakke – Hope Township resident. Would like to see an ordinance that would protect small businesses from growing national chain stores.

Harvey Benson – 91 year Harmony resident. Times change and ordinance should be updated as needed. Change is the only constant.

Aaron Bishop – Harmony resident. Conditional use permit process should be created to protect the current business.

Annette Evenson – Harmony resident. Dollars spent in our community only stay in our community if businesses are local. An ordinance change is needed to protect local businesses from national chain stores.

Ann Lyons – Harmony resident. The ordinance should change. Times have changed. Not all businesses are good to bring into town. Tax revenue is not the most important thing.

Andy Batstore – Not a Harmony resident. Ordinance and zoning power give us the power to decide what our community will look like. Harmony is a vibrant community. Goods are available here. Downtown has been revitalized. National discount stores are not community-focused.

Nate Osmonson – Not a city resident. Online shopping hurts local businesses more than a discount retail store would. We should not detour any business from coming to town. Several buildings in town are deteriorating and need to be filled. The competition is good. Wheeler's building has many memories but is past repair.

Julie Little - Not a city resident. Nice to hear from neighbors. Many good points. The ordinance needs to be updated. Any new business coming to town will have an impact. Updating the ordinance won't stop growth or change. It would give us a chance to think about it.

Dennis Dekeyrel – Harmony resident. We all support free enterprise, but it should be fair. I would not like to have any local businesses affected by a discount retail store. Harmony is a senior-friendly community. It is not discriminating to update the ordinance.

Michael Himlie – Harmony resident. Concerned about the local grocery store. Harmony should adopt a new ordinance that shows we care about local businesses.

Jerry Grehl – Harmony resident. A discount retail store will not hurt our local grocery store. It hasn't in other towns. Dollar General architecture is utilitarian, but Harmony looks like a ghost town now. Dollar General would be a plus.

Dick Nethercut – Not a current Harmony resident. Harmony has been a business town for 142 years. The level playing field is being challenged for the first time. Dollar General's business model has no involvement with local communities. We are not obligated to accept a predatory business. The future of Harmony is at stake. We should have more time to consider changes to the ordinance.

Jacob Stauffer – Not a Harmony resident. Dollar General Developer. Substantial funds have been invested and current development is underway. I am easy to work with and willing to negotiate. It seems that Harmony would rather have an empty building than a new business come to town. Changing the rules mid-game comes with risks.

Councilmember Kingsley followed up Mr. Stauffer's statements with two questions

1. Why is Dollar General interested in Harmony? Stauffer stated that Harmony is a community without a significant retail presence. The price points of products sold at Dollar General work in this community.
2. Have any DG stores closed? Stauffer has built 1,200 Dollar General stores. None have closed to his knowledge.

Michael Himlie asked if the city of Mabel has contacted Stauffer? Stauffer said he has not been contacted by anyone from Mabel.

Mayor Donney stated that this is not a debate session and called up the next speaker.

Ralph Beaström – Harmony resident. The character of our town is important. Public input time has been too limited. Not totally against a discount retail store in town.

Rich Bishop – Harmony resident. There should have been an ordinance put in place 8 or 10 years ago when a similar situation came up. We need to make sure this doesn't happen again in 5 or 10 years.

Andrew Kingsley – Harmony resident. The sale of the Wheeler's building is private and it would be good for the bank to have it off of their books. We have several chain stores in town – Kwik Trip, Gunderson, Sterling... Government creates more problems than it solves. Harmony has a great local consumer base. People, not the government, make this a great community.

Tim Little – Harmony resident. The local government is the people. Government should have a say in the matter, it represents the people.

Mayor Donney thanked everyone for their feedback. Harmony will survive. Business success or failure is decided by consumers.

Upon no further business, Mayor Donney adjourned the meeting.



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

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Fund 101 General Fund				
General Fund	Union Central Pension Fund	CENTRAL PENSION FUND	Pension fund pmt	\$275.75
General Fund	Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union Health Insurance - April	\$4,035.00
General Fund	Union Dues	IUOE LOCAL #49	Union dues	\$105.00
General Fund	NCPERS Insurance	NCPERS GROUP LIFE INS	life insurance	\$16.00
General Fund	Copy/Fax Supplies	METRO SALES	Ricoh/IM C2500 color copier	\$87.99
General Fund	Copy/Fax Supplies	METRO SALES	February usage and March contract	\$63.49
General Fund	Envelopes and Letterhead	TULIP TREE STUDIOS, LLC	Business cards	\$75.00
General Fund	General Operating Supplies	CULLIGAN	Bottled water	\$56.15
General Fund	General Operating Supplies	CULLIGAN	February bottled water and dispenser	\$73.59
General Fund	Postage	UNITED STATES POSTAL SERVICE	Post office box service fee	\$160.00
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Emergency Mgmt telephone	\$41.13
General Fund	Cleaning Supplies	DALCO	toilet cleaner, towels	\$187.92
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Electric - Community Center	\$4,111.74
General Fund	Gas Utilities	MINNESOTA ENERGY	Community Center natural gas	\$942.50
General Fund	Motor Fuels/Lubricants	KWIK TRIP, INC	Terry truck fuel	\$34.09
General Fund	Motor Fuels/Lubricants	RELIABLE FUELS	diesel	\$31.97
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Sewer - Community Center	\$57.59
General Fund	Telephone	HARMONY TELEPHONE COMPANY	City office telephone	\$180.61
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Water - Community Center	\$38.26
General Fund	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	2021 Audit	\$15,975.00
General Fund	Motor Fuels/Lubricants	KWIK TRIP, INC	Plow/tractor fuel	\$197.25
General Fund	Motor Fuels/Lubricants	RELIABLE FUELS	diesel	\$46.72
General Fund	Motor Fuels/Lubricants	RELIABLE FUELS	Snow and Ice fuel	\$46.72
General Fund	Motor Fuels/Lubricants	RELIABLE FUELS	Snow and Ice fuel	-\$46.72
General Fund	Repair/Maint Vehicles	PRESTON AUTO PARTS	plow truck headlights	\$27.99
General Fund	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	meeting attendance and consulting	\$285.00
General Fund	Legal Notices Publishing	FILLMORE COUNTY JOURNAL	notice on amending retail ordinance	\$27.14
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Sheriff's office telephone	\$41.55
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Electric - Shop	\$356.67
General Fund	Gas Utilities	MINNESOTA ENERGY	Shop natural gas	\$797.48
General Fund	Repair/Maint Bldg/Structures	Nolan Lumber Company	Garage door for shop	\$3,150.00
General Fund	Repair/Maint Bldg/Structures	PLUNKETTS PEST CONTROL, INC	rodent control	\$82.00
General Fund	Small Tools and Minor Equip	MISSISSIPPI WELDERS SUPPLY CO	oxygen cylinders	\$52.92
General Fund	Small Tools and Minor Equip	PRESTON AUTO PARTS	hole saw	\$34.99
General Fund	Small Tools and Minor Equip	PRESTON AUTO PARTS	spring clamps, fitting, screws	\$19.75
General Fund	Small Tools and Minor Equip	PRESTON AUTO PARTS	work seat	\$59.99

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

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Fund Descr	Object of Expense	Vendor	Comments	Amount
General Fund	Telephone	HARMONY TELEPHONE COMPANY	Shop telephone	\$44.95
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Water - Shop	\$16.66
General Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Electric - Visitor Center	\$156.03
General Fund	Gas Utilities	MINNESOTA ENERGY	Visitor Center natural gas	\$858.49
General Fund	Motor Fuels/Lubricants	KWIK TRIP, INC	Terry truck fuel	\$34.09
General Fund	Motor Fuels/Lubricants	RELIABLE FUELS	Terry truck fuel	\$31.97
General Fund	Motor Fuels/Lubricants	RELIABLE FUELS	Terry truck fuel	\$31.97
General Fund	Motor Fuels/Lubricants	RELIABLE FUELS	Terry truck fuel	-\$31.97
General Fund	Motor Fuels/Lubricants	RELIABLE FUELS	Terry truck fuel	-\$31.97
General Fund	Motor Fuels/Lubricants	RELIABLE FUELS	diesel	\$31.97
General Fund	Repair/Maint Bldg/Structures	DAKOTA SUPPLY GROUP	visitor cinter ceiling grill	\$38.65
General Fund	Repair/Maint Bldg/Structures	MOREM ELECTRIC, INC	Fixtures for Vsitor's Center	\$903.56
General Fund	Repair/Maint Bldg/Structures	Nolan Lumber Company	ceiling Visitor center - wall angle	\$13.15
General Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Sewer - Visitor Center	\$23.19
General Fund	Small Tools and Minor Equip	PRESTON AUTO PARTS	hand truck	\$149.99
General Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Water - Visitor Center	\$15.58
Fund 101 General Fund				\$34,014.54
Fund 211 Library Fund				
Library Fund	Media-Audio	INGRAM LIBRARY SERVICES, INC	audio books on CD	\$258.83
Library Fund	Media-Books	BAKER & TAYLOR	books	\$453.73
Library Fund	Media-Video	BAKER & TAYLOR	movies	\$128.95
Library Fund	Office Equip	NEWEGG	screen for circ desk	\$240.97
Library Fund	Program Services	ROCHESTER CIVIC MUSIC	mini-concert	\$250.00
Library Fund	Program Supplies	ORIENTAL TRADING CO., INC	books for gifts	\$114.97
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	\$59.20
Library Fund	Software Service Fees	SOUTHEAST LIBRARY SYSTEM	basic services and tech support	\$605.02
Library Fund	Telephone	HARMONY TELEPHONE COMPANY	Library telephone	\$42.92
Fund 211 Library Fund				\$2,198.59
Fund 222 Fire Fund				
Fire Fund	Miscellaneous	PRESTON EQUIPMENT CO.	service charge	\$2.92
Fire Fund	Motor Fuels/Lubricants	RELIABLE FUELS	diesel	\$34.61
Fire Fund	Motor Fuels/Lubricants	RELIABLE FUELS	Fire truck fuel	-\$34.61
Fire Fund	Motor Fuels/Lubricants	RELIABLE FUELS	Fire truck fuel	\$34.61
Fire Fund	Repair/Maint Machinery/Equip	ALEX AIR APPARATUS, INC	Air quality test & compresspr service	\$954.41
Fire Fund	Small Tools and Minor Equip	PRESTON AUTO PARTS	wire, cable tie, loom	\$21.16

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

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3/8/2022

Fund Descr	Object of Expense	Vendor	Comments	Amount
Fire Fund	Small Tools and Minor Equip	PRESTON AUTO PARTS	loom-split poly	\$15.80
Fire Fund	Small Tools and Minor Equip	PRESTON AUTO PARTS	rocker switch, loom	\$23.58
Fire Fund	Small Tools and Minor Equip	PRESTON EQUIPMENT CO.	battery	\$194.99
Fire Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Electric - Fire hall	\$505.94
Fire Fund	Gas Utilities	MINNESOTA ENERGY	Fire Hall natural gas	\$597.44
Fire Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Sewer - Fire Hall	\$25.77
Fire Fund	Telephone	HARMONY TELEPHONE COMPANY	Fire Hall telephone	\$90.39
Fire Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Water - Fire Hall	\$17.28
Fund 222 Fire Fund				\$2,484.29
Fund 223 Ambulance Fund				
Ambulance Fund	Cleaning Supplies	EMERGENCY MEDICAL PRODUCTS	super sani cloth wipe	\$19.98
Ambulance Fund	Dues	ELAN FINANCIAL SERVICES	Active911 alert subscription	\$156.00
Ambulance Fund	Financial Services Fees	EXPERT BILLING, LLC	February Amb. Billing	\$754.00
Ambulance Fund	Financial Services Fees	EXPERT BILLING, LLC	14 runs billed previous month	\$406.00
Ambulance Fund	General Operating Supplies	EMERGENCY MEDICAL PRODUCTS	CPR practi-valve (2 bags of 50)	\$106.58
Ambulance Fund	Medical and Dental Fees	TRI STATE AMBULANCE SERVICE	intercept fee	\$250.00
Ambulance Fund	Medical Supplies	ASTRUP DRUG	Urinals (2)	\$7.38
Ambulance Fund	Medical Supplies	ASTRUP DRUG	Glucose strips	\$36.27
Ambulance Fund	Medical Supplies	ELAN FINANCIAL SERVICES	Face masks	\$108.00
Ambulance Fund	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	CO2 monitors	\$35.97
Ambulance Fund	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	Gloves (8 bxs) and tourniquet - Canton FD	\$141.43
Ambulance Fund	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	Male urinals	\$8.18
Ambulance Fund	Motor Fuels/Lubricants	KWIK TRIP, INC	Ambulance fuel	\$485.07
Ambulance Fund	Motor Fuels/Lubricants	RELIABLE FUELS	Ambulance Fuel	\$118.18
Ambulance Fund	Motor Fuels/Lubricants	RELIABLE FUELS	diesel	\$118.18
Ambulance Fund	Motor Fuels/Lubricants	RELIABLE FUELS	Ambulance Fuel	-\$118.18
Ambulance Fund	Motor Fuels/Lubricants	WEX	Ambulance fuel	\$140.60
Ambulance Fund	Small Tools and Minor Equip	EMERGENCY MEDICAL PRODUCTS	CPR manikins (4)	\$668.00
Ambulance Fund	Telephone	VERIZON WIRELESS	Hot spot and cell phone	\$48.80
Ambulance Fund	Training Fees	ELAN FINANCIAL SERVICES	CPR cards	\$22.30
Ambulance Fund	Travel Expenses	GRABAU, SAMANTHA	mileage to pick up forms Roch Allegra	\$58.50
Fund 223 Ambulance Fund				\$3,571.24
Fund 251 Park Fund				
Park Fund	Buildings and Structures	Armon Architecture INC	Picnic Shelter architectural fees	\$8,550.00
Park Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Electric - Parks	\$53.25
Fund 251 Park Fund				\$8,603.25

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

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Fund 261 Arts Fund				
Arts Fund	Advertising	DRIFTLESS MULTIMEDIA	Live Jam Advertising	\$96.00
Arts Fund	Advertising	FILLMORE COUNTY JOURNAL	Live Jam Advertising	\$137.26
Arts Fund	Advertising	SLINDEE, LORI	Advertising - Facebook boost	\$15.55
Arts Fund	Other Rentals	HARMONY GOLF CLUB	Harmony Arts- Jam Show	\$50.00
Arts Fund	Program Services	BUGGS, JESSE	Live Jam Event	\$250.00
Arts Fund	Program Services	HRTANEK, TROY	Live Jam Event	\$250.00
Arts Fund	Program Services	HRTANEK, TROY	Sound System Service - Live Jam	\$150.00
Arts Fund	Program Services	LIEW, JOE	Live Jam Event	\$250.00
Arts Fund	Program Services	LITTLE, TIM	Live Jam Event	\$250.00
Arts Fund	Program Services	Patterson, Matthew	Live Jam Event	\$250.00
Arts Fund	Program Services	SEABRIGHT, CINDY	Live Jam Event	\$250.00
Fund 261 Arts Fund				<u>\$1,948.81</u>
Fund 315 G.O. Tax Abate Refund 2013A-CC				
G.O. Tax Abate Refund	Debt Service Interest	FIRST SOUTHEAST BANK	series 2013A	\$264.00
G.O. Tax Abate Refund	Debt Service Principal	FIRST SOUTHEAST BANK	series 2013A	\$264.00
Fund 315 G.O. Tax Abate Refund 2013A-CC				<u>\$528.00</u>
Fund 601 Water Fund				
Water Fund	General Operating Supplies	USA BLUEBOOK	blue marker flags + freight (9.25)	\$98.20
Water Fund	Taxes, Licenses & Permits	ELAN FINANCIAL SERVICES	water permit invoice	\$341.03
Water Fund	Taxes, Licenses & Permits	MN DEPT OF HEALTH	comm water supply serv conn fee	\$1,462.00
Water Fund	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	Chlorine cylinders	\$15.00
Water Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Pumphouse 2	\$437.25
Water Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Pumphouse 1	\$124.82
Water Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Pumphouse 3	\$776.85
Water Fund	Gas Utilities	MINNESOTA ENERGY	Pump house 1 natural gas	\$134.62
Water Fund	Gas Utilities	MINNESOTA ENERGY	NE pump house natural gas	\$24.31
Water Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	total coliform test	\$42.00
Fund 601 Water Fund				<u>\$3,456.08</u>
Fund 602 Sewer Fund				
Sewer Fund	General Operating Supplies	USA BLUEBOOK	compact scales, distilled water	\$244.50
Sewer Fund	Chemicals and Chem Products	TEAM LABORATORY CHEM. CORP.	freight (hazardous material)	\$71.00
Sewer Fund	Chemicals and Chem Products	TEAM LABORATORY CHEM. CORP.	muriatic acid cleaner	\$76.00
Sewer Fund	Contractual Services	ENVIRONMENTAL WATER SERVICES	WWTP contract	\$1,500.00
Sewer Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Electric - WWTP	\$1,493.54

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

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Fund Descr	Object of Expense	Vendor	Comments	Amount
Sewer Fund	Gas Utilities	MINNESOTA ENERGY	Sewer plant natural gas	\$768.91
Sewer Fund	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	test samples 126, 2/2, 2/9, 2/16	\$930.60
Sewer Fund	Repair/Maint Machinery/Equip	DAKOTA SUPPLY GROUP	parts for boiler repair	\$43.24
Sewer Fund	Sewer Utilities	HARMONY PUBLIC UTILITIES	Sewer - WWTP	\$2,145.58
Sewer Fund	Small Tools and Minor Equip	SOLBERG WELDING	hr flats hot rolled	\$29.82
Sewer Fund	Small Tools and Minor Equip	SOLBERG WELDING	hr flats hot rolled	\$42.13
Sewer Fund	Telephone	HARMONY TELEPHONE COMPANY	sewer dialer/lifts	\$163.22
Sewer Fund	Travel Expenses	WHALEN, COREY	Mileage to St. Cloud/class	\$240.20
Sewer Fund	Travel Expenses	WHALEN, COREY	03/01-03/03 - Breakfast and supper stipen	\$80.00
Sewer Fund	Water Utilities	HARMONY PUBLIC UTILITIES	Water - WWTP	\$1,414.88
Fund 602 Sewer Fund				\$9,243.62
Fund 604 Electric Fund				
Electric Fund	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$59,632.76
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Streetlights	\$230.45
Electric Fund	Electric Utilities	HARMONY PUBLIC UTILITIES	Town Clock	\$14.10
Electric Fund	Motor Fuels/Lubricants	KWIK TRIP, INC	Brian truck fuel	\$98.66
Electric Fund	Motor Fuels/Lubricants	RELIABLE FUELS	diesel	\$155.15
Electric Fund	Motor Fuels/Lubricants	RELIABLE FUELS	Brian Truck fuel	-\$155.15
Electric Fund	Motor Fuels/Lubricants	RELIABLE FUELS	Brian Truck fuel	\$155.15
Electric Fund	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	One locate	\$1.35
Electric Fund	Repair/Maint Other Improve	MOREM ELECTRIC, INC	Barth underground repair	\$1,693.00
Electric Fund	Repair/Maint Other Improve	MOREM ELECTRIC, INC	Repair street light at Hovey Oil & 52	\$405.56
Electric Fund	Repair/Maint Other Improve	NORBY TREE SERVICE LLC	Storm damage clean-up at Loren Hansen	\$900.00
Electric Fund	General Operating Supplies	USA BLUEBOOK	flashlight, round sling endless 3 ft	\$66.25
Electric Fund	Taxes, Licenses & Permits	MN DEPT OF COMMERCE	Energy Facility Permitting Assmt	\$43.76
Fund 604 Electric Fund				\$63,241.04
Fund 620 Economic Development Authority				
Economic Development	Housing Incentives	BIGALK, ALICE	new home rebate program	\$12,000.00
Economic Development	Planning & Development Fees	CEDA	Small Cities Grant Application (DEED)	\$500.00
Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA telephone	\$33.86
Economic Development	Engineering Fees	STANTEC CONSULTING SERVICES, I	plat check for ind pk & update co.	\$1,826.25
Economic Development	Postage	STANTEC CONSULTING SERVICES, I	plat check postage & courier fees	\$23.53
Fund 620 Economic Development Authority				\$14,383.64



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

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Fund Descr	Object of Expense	Vendor	Comments	Amount
				\$143,673.10

## CITY OF HARMONY

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**\*Check Summary Register©**

10101 Unposted

	Name	Check Date	Check Amt
<b>10101 1st Southeast Bank-G</b>			
Unposted	AEM Financial Solutions, LLC	3/8/2022	\$15,975.00
Unposted	ALEX AIR APPARATUS, INC	3/8/2022	\$954.41
Unposted	ARMON ARCHITECTURE INC	3/8/2022	\$8,550.00
Unposted	ASTRUP DRUG	3/8/2022	\$43.65
Unposted	BAKER & TAYLOR	3/8/2022	\$582.68
Unposted	BIGALK, ALICE	3/8/2022	\$12,000.00
Unposted	BUGGS, JESSE	3/8/2022	\$250.00
Unposted	CANON FINANCIAL SERVICES, I	3/8/2022	\$44.00
Unposted	Community & Economic	3/8/2022	\$500.00
Unposted	CENTRAL PENSION FUND	3/8/2022	\$275.75
Unposted	CULLIGAN	3/8/2022	\$129.74
Unposted	DAKOTA SUPPLY GROUP	3/8/2022	\$81.89
Unposted	DALCO	3/8/2022	\$187.92
Unposted	DRIFTLESS MULTIMEDIA, LLC	3/8/2022	\$96.00
Unposted	CARDMEMBER SERVICES	3/8/2022	\$627.33
Unposted	EMERGENCY MEDICAL PRODUC	3/8/2022	\$980.14
Unposted	ENVIRONMENTAL WATER SERVI	3/8/2022	\$1,500.00
Unposted	EXPERT BILLING, LLC	3/8/2022	\$1,160.00
Unposted	FILLMORE COUNTY JOURNAL	3/8/2022	\$164.40
Unposted	FIRST SOUTHEAST BANK	3/8/2022	\$528.00
Unposted	GOPHER STATE ONE CALL, INC	3/8/2022	\$1.35
Unposted	GRABAU, SAMANTHA	3/8/2022	\$58.50
Unposted	HARMONY GOLF CLUB	3/8/2022	\$50.00
Unposted	HARMONY PUBLIC UTILITIES	3/8/2022	\$12,015.43
Unposted	HARMONY TELEPHONE COMPA	3/8/2022	\$638.63
Unposted	HAWKINS, Inc.	3/8/2022	\$15.00
Unposted	HRTANEK, TROY	3/8/2022	\$400.00
Unposted	I.U.O.E. LOCAL 49 FRINGE BENE	3/8/2022	\$4,035.00
Unposted	INGRAM LIBRARY SERVICES, IN	3/8/2022	\$258.83
Unposted	IUOE LOCAL #49	3/8/2022	\$105.00
Unposted	KWIK TRIP, INC	3/8/2022	\$849.16
Unposted	LIEW, JOE	3/8/2022	\$250.00
Unposted	LITTLE, TIM	3/8/2022	\$250.00
Unposted	LOFFLER Companies, Inc	3/8/2022	\$59.20
Unposted	METRO Sales	3/8/2022	\$151.48
Unposted	MIENERGY COOPERATIVE	3/8/2022	\$59,632.76
Unposted	MINNESOTA ENERGY	3/8/2022	\$4,123.75
Unposted	MISSISSIPPI WELDERS SUPPLY	3/8/2022	\$52.92
Unposted	MN DEPT OF COMMERCE	3/8/2022	\$43.76
Unposted	MN DEPT OF HEALTH	3/8/2022	\$1,462.00
Unposted	MOREM ELECTRIC, INC	3/8/2022	\$3,002.12
Unposted	NCPERS Group Life Ins.	3/8/2022	\$16.00
Unposted	Nethercut Schieber Attorneys,	3/8/2022	\$285.00
Unposted	NEWEGG	3/8/2022	\$240.97
Unposted	Nolan Lumber Company	3/8/2022	\$3,163.15
Unposted	NORBY TREE SERVICE LLC	3/8/2022	\$900.00
Unposted	OTC BRANDS, INC	3/8/2022	\$114.97
Unposted	Patterson, Matthew	3/8/2022	\$250.00
Unposted	PLUNKETTS PEST CONTROL, IN	3/8/2022	\$82.00
Unposted	PRESTON AUTO PARTS	3/8/2022	\$353.25
Unposted	PRESTON EQUIPMENT CO.	3/8/2022	\$197.91
Unposted	RELIABLE FUELS	3/8/2022	\$418.60
Unposted	ROCHESTER CIVIC MUSIC	3/8/2022	\$250.00
Unposted	SEABRIGHT, CINDY	3/8/2022	\$250.00

## CITY OF HARMONY

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**\*Check Summary Register©**

10101 Unposted

	Name	Check Date	Check Amt
Unposted	SLINDEE, LORI	3/8/2022	\$15.55
Unposted	SOLBERG WELDING	3/8/2022	\$71.95
Unposted	SOUTHEAST LIBRARY SYSTEM	3/8/2022	\$605.02
Unposted	Stantec Consulting Services, I	3/8/2022	\$1,849.78
Unposted	TEAM LABORATORY CHEM. CO	3/8/2022	\$147.00
Unposted	TRI STATE AMBULANCE SERVIC	3/8/2022	\$250.00
Unposted	TULIP TREE STUDIOS, LLC	3/8/2022	\$75.00
Unposted	UNITED STATES POSTAL SERVI	3/8/2022	\$160.00
Unposted	USA BlueBook	3/8/2022	\$408.95
Unposted	UTILITY CONSULTANTS, INC	3/8/2022	\$972.60
Unposted	Verizon Wireless	3/8/2022	\$48.80
Unposted	WEX BANK	3/8/2022	\$140.60
Unposted	WHALEN, COREY	3/8/2022	\$320.20
	<b>Total Checks</b>		<b>\$143,673.10</b>

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## CITY OF HARMONY

## \*Cash Balances

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Current Period March 2022

Fund	2022 Begin Balance	Receipts	Disbursements	-----Transfers-----		JE Payroll	Balance	
				Rec/Disb	Journal Entries			
902 Long Term Debt Ac	(\$8,060.63)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$8,060.63)	In Bal
	\$1,561,303.08	\$596,595.92	\$818,133.03	\$0.00	\$0.00	(\$36,148.13)	\$1,303,617.84	





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: 3.2OFSL License Period Ending: 3/31/2022 Iden: 21338

Issuing Authority: Harmony

Licensee Name: Kwik Trip Inc.

Trade Name: Kwik Trip #848

Address: 415 Main Ave N

Harmony, MN 55939

Business Phone: 5078862424

License Fees: Off Sale: \$100.00 On Sale: \$0.00 Sunday: \$0.00

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

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

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

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

*Ronald J. Feltow*  
Licensee Signature

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

*2-18-2022*  
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](mailto:cityoffice@harmony.mn.us)

## BUSINESS LICENSE APPLICATION

### Business

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

### Owner/Manager

Name Donald Paul Zietlow  
Title President  
Street Address 2802 Bergamot Pl., Onalaska, WI 54650  
Mailing Address P.O. Box 2107  
La Crosse, WI 54602-2107

### Licenses

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

Total Fees \$ 100.00

### Term

The applicant requests the above licenses for a term from 12:01 a.m. on the 1st day of April, 2022 to 12:00 midnight on the 31st day of March, 2023.

### Instructions

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

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

Signature of Owner/Manager Donald Paul Zietlow Date February 18, 2022

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
Donald Paul Zietlow	President			

- Owner/managers' occupation/business for the last five years.  
President; Kwik Trip, Inc.

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- Owner/managers' references.  
Please See Enclosed List

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- Name and address of owner of the premises to be licensed. HRZ, LLP; 1626 Oak St., P.O. Box 2107, La Crosse, WI 54602-2107

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- 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). Please see enclosed list.
- 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). Please see enclosed list.
- 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 \$22,998.68

# Certificate of Compliance Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

Print in ink or type

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

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

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

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

Kwik Trip, Inc.

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

KWIK TRIP 848

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

You must complete number 1 or 2 below.

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

1. ☒ I have workers' compensation insurance policy.

Insurance company name (not insurance agent)

Zurich American Insurance Co. of IL

Policy Number WC9300141	Effective Date 4/1/2022	Expiration Date 3/31/2023
----------------------------	----------------------------	------------------------------

☐

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

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

☐

I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)

☐

I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)

☐

I use independent contractors and I have employees who are not required to be covered by the workers' compensation law (Explain below.)

☐

I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

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

Print name

Donald P. Zietlow

Applicant signature (required)

Title

President

Date

2-18-2022

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2022

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

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

<b>PRODUCER</b> Hub International Midwest West 2120 Pewaukee Road Suite 202 Waukesha WI 53188	<b>CONTACT NAME:</b> Hub International Midwest Limited <b>PHONE (A/C, No, Ext):</b> 262-523-9600 <b>FAX (A/C, No):</b> 262-523-9601 <b>E-MAIL ADDRESS:</b> mww.wau.certificates@hubinternational.com
<b>INSURED</b> Kwik Trip, Inc. 1626 Oak Street La Crosse WI 54603	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Zurich American Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : <b>NAIC #</b> 16535

**COVERAGES****CERTIFICATE NUMBER:** 115204279**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:				9/30/2021	9/30/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability				9/30/2021	9/30/2022	Limit \$1,000,000

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

Please note this certificate shows the policy dates that correspond to the liquor liability policy which conforms with legal and regulatory insurance requirements. The coverage is continuous until cancelled with no gap in coverage unless the issuing insurance company policy changes. Should the policy or coverage change or be cancelled notification will be provided.

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

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

**CERTIFICATE HOLDER**

City of Harmony  
PO Box 488  
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  
*Carrie Legg*


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**AFFIDAVIT OF SALES OF  
3.2% MALT LIQUOR BEVERAGES**

STATE OF WISCONSIN     )  
                                      ) SS.  
LA CROSSE COUNTY     )

Jeffrey J. Wrobel, being first duly sworn, upon oath state that I am the Treasurer and Vice President of Kwik Trip, Inc. I hereby certify that the 3.2% Malt Liquor gross sales for Kwik Trip #848 in Harmony, Minnesota were less than \$50,000 during the 2020/2021 fiscal year.

  
\_\_\_\_\_  
Jeffrey J. Wrobel, Treasurer and VP

Subscribed and sworn to before me,  
This 14<sup>th</sup> day of February, 2022.

  
\_\_\_\_\_  
Jay A. Christianson, Notary Public  
La Crosse County, WI  
Commission expires: 3/13/2024



**DONALD P. ZIETLOW,  
PERSONAL REFERENCES**

William Berens  
Dorsey & Whitney LLP  
50 South Sixth Street, Suite 1500  
Minneapolis, MN 55402-1498  
(612) 340-2621

Christine Dean  
US Bank  
800 Nicolett Mall  
Minneapolis, MN 55402  
(612) 303-3769

Paul Delahunt  
Wells Fargo Bank NA  
90 S. Seventh St.  
Minneapolis, MN 55402  
(612) 667-6568

Jason Childress  
Foley & Lardner  
150 E. Gilman St.  
Madison, WI 53701-1497  
(608) 258-4468

Mark Schneider  
Littler Mendelson P.C.  
1300 IDS Center  
80 S. 8<sup>th</sup> St.  
Minneapolis, MN 55402-2136  
(612) 313-7634

**MEMO**

**To:** Harmony Planning and Zoning Commission  
**Date:** January 20, 2022  
**From:** Chris Giesen, Harmony EDA Coordinator  
**RE:** EDA Recommendation to Update Zoning Code

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**Background:**

In order to promote and preserve access to critical and essential services, products, and businesses in Harmony, the EDA has had several discussions since October 2021 in regards to new businesses that might have detrimental effects to the long term welfare and character of the community.

In particular, the EDA is concerned that in some instances larger, chain, or franchise retail variety stores might cause negative impacts on the local economy. In addition, in such a small market like Harmony it would be difficult to re-attract essential resources once lost; that the character of the Harmony community is highlighted with the presence of local and regionally owned businesses as opposed to national chains.

To that end, EDA members drafted a possible amendment to the city's zoning code (attached) that if adopted by council, would address the EDA's concerns.

The proposed ordinance would:

- A. Apply only to "retail variety stores" as defined in the proposal.
- B. Create a special review process in the zoning code through a "conditional use permit" – this permit would allow retail variety stores if certain conditions are met.
- C. Such conditions would include the types of services offered and development/aesthetic standards of the proposed building.

The proposed ordinance would not:

- A. Outright prevent a retail variety store from opening in Harmony.
- B. Apply to any current businesses in the community.
- C. Apply to any future businesses such as gas stations, grocery stores, and specialty stores.

**Action Requested by P&Z:**

**The EDA recommended that the Planning and Zoning Commission consider recommending that the city council adopt the draft ordinance amendment, creating a conditional use permit for certain retail variety stores.**

*Additional Request to City Council*

Separate and in addition to this request to P&Z, a second request was made by the EDA directly to the city council to issue a moratorium on the issuance of new zoning permits to businesses that would fit the definition of a retail variety store given in the proposed ordinance.

Such a moratorium would pause issuance of zoning permits for such developments for a certain period of time, set by council, if they choose.

The EDA did not want to rush any decisions and wanted to include as much public input as possible. But, the EDA feels that time is of the essence and a "pause" in the process is needed to go through the process. A 3 month moratorium on issuing such permits is recommended to allow the proper time for review, discussion, and public input, especially if the ultimate desire is to adopt the proposed ordinance.

The above request to P&Z and separate request to council can move forward simultaneously or independently of each other – a moratorium isn't required for your consideration of zoning changes or vice versa.

**ORDINANCE NO. 22-07**  
**AN ORDINANCE AMENDING ORDINANCE NO. 86 ADOPTED ON 11/04/76, AS**  
**AMENDED, AND TITLED ZONING ORDINANCE**

The City Council of Harmony, Minnesota ordains: TITLE XIII: ZONING, of the City of Harmony municipal code, is hereby amended as follows:

1. The term special exception shall be replaced by the term conditional use as it is used throughout the zoning code.
2. Section 603.1 shall be amended to include Retail Variety Store as a conditional use in Commercial Districts.
3. Article XIX, Section 1900 shall be amended to include new Sections
  - a. 1900.071 Retail Variety Store, which shall be defined as: A retail store between 3,000 and 15,000 square feet that sells at retail an assortment of physical goods, products, or merchandise directly to the consumer, including but not limited to food or beverages for off-premises consumption, household products, personal grooming and health products, and other consumer goods. Retail variety stores do not include stores that (1) contain a prescription pharmacy; (2) sell gasoline or diesel fuel; (3) Specialty Food Stores; (4) dedicate at least 75% of shelf space to food or beverage items of any type; (5) dedicate less than 1% of shelf space to food or beverage items.
  - b. 1900.072 Specialty Food Stores: Retail food stores that sell primarily a single category of food item, such as a meat retail store or dairy retail store.
4. Article VII shall be amended to include new Section 701.7: Conditional Use; Use-Specific Standards for Retail Variety Stores.
  - a. **Findings and Purpose.** The City Council of the City of Harmony makes the following findings:
    - i. Finding #1—Full-Service Community: Harmony is commonly described as a full-service community, where residents and visitors alike can meet all of their essential needs within the City through offerings at the grocery store, pharmacy, greenhouse, hardware store, veterinary clinic, car dealerships, farm implement, numerous independent restaurants, various gift shops, and numerous trade and service businesses. Residents and business owners take pride in the wide offerings of the community, and that community pride tends to inspire additional investment in the community by residents, business owners, the Economic Development Authority, and the City of Harmony. Harmony is not a “bedroom” community where many people live and travel to distant employment centers for work, shopping, and recreation. Instead, Harmony is far enough away from most regional employment and shopping centers that the community has traditionally relied on the local offerings to meet most basic needs. The City of Harmony finds that the community of Harmony remains a thriving small town for those who live here, work here, and visit here, and desires to utilize its zoning power to further promote the general health, safety, and welfare of those within the community by promoting positive and sustainable community development and economic growth.



- ii. Finding #2—Growth in Retail Variety Stores: Since the late 2000s, Retail Variety Stores have experienced vigorous growth, with the estimated total number of Retail Variety Stores increasing from approximately 20,000 stores nationwide to a number now exceeding 30,000, with many leading Retail Variety Stores planning for additional growth. Retail Variety Stores are quickly increasing in density in Southeastern Minnesota, including Fillmore County.
- iii. Finding #3—Fresh Food Availability: Retail Variety Stores tend to sell a variety of household goods, apparel, hardware, home furnishings, and non-perishable food items, but traditionally do not sell any significant volume of fresh fruit, fresh vegetables, fresh dairy, fresh baked goods, and fresh meat. In contrast, local grocery stores traditionally serve communities by selling a wide assortment of fresh fruits, vegetables, dairy, baked goods, and meat in addition to non-perishable food items and other consumer goods. The City of Harmony desires to exercise its zoning power and authority to promote the health and general welfare of the community by allowing future development to occur in the manner least likely to jeopardize the ability of community members to have local access to fresh fruits, vegetables, dairy, baked goods, and meat like that traditionally provided by a full-service grocery store. The City of Harmony strongly believes the availability of these basic food items within the community is critical to its long-term viability as an attractive place for residents to live, work, and visit. City officials have observed neighboring communities struggle to grow or remain an attractive place to live after the loss of their local grocery store. City officials have also observed that once a small town loses its grocery store, it is unlikely to get one back of equal quality. The City of Harmony finds that requiring any Retail Variety Store selling food or beverages to have diverse offerings of fresh fruit, fresh vegetables, fresh dairy, fresh baked goods, and fresh meat, is necessary to support the overall public health and welfare through sustained access to nutritious foods in the event a Retail Variety Store would outcompete an existing independent grocery store or serve as a barrier to entry for a new grocery store.
- iv. Finding #4—Pharmacy: The City of Harmony finds that maintaining a full-service pharmacy in the City of Harmony is a priority for the health, safety, and general well-being of the community. Many residents are elderly and rely on the local pharmacy for routine access to medications and expert guidance provided by the pharmacist. The City of Harmony was a champion of promoting the legislative law changes that were necessary to permit the approval and implementation of tele-health options, which helped preserve the presence of the pharmacy in Harmony at a time when it may otherwise closed. The City of Harmony strongly believes the availability of these basic pharmaceuticals and the expertise of a pharmacist within the community is critical to its long-term viability as an attractive place for residents to live, work, and visit. The City of Harmony recognizes that the sale of various over-the-counter medications at a Retail Variety Store is likely to undercut the viability of a full-service pharmacy in the community and such competition increases the chances of closure of the pharmacy. Loss of a pharmacy would eliminate the availability of prescription pharmaceuticals available within the

community and eliminate the professional expertise offered by the pharmacist. The City of Harmony desires to exercise its zoning authority and power to promote economic development in the community that is most likely to preserve the opportunity for the community to host a full-service pharmacy providing prescription pharmaceuticals and the expertise of a pharmacist.

- v. Finding #5—Harmony Charm: The City of Harmony has a small-town charm that makes the community an attractive place for residents to live, vacationers to visit, for businesses to operate, and for an overall sense of community pride to flourish. Harmony has a refreshing absence of national chain restaurants or retail stores, instead being populated by numerous independent restaurants, independent small businesses, most professional services, and an active presence among all trades. The City of Harmony finds that it is highly desirable that all future development be in character with the small-town charm that presently typifies the community and sets it apart from other communities in the region that have vacant commercial districts or a presence of national chains diluting their unique character. Other examples of the existing characteristics that make the Harmony commercial districts charming and unique include: (1) unique and non-standard construction among its commercial, retail, and industrial businesses, (2) construction with higher quality construction materials (i.e. stone, masonry brick), (3) unobtrusive citing of businesses and absence of obtrusive lighting, (4) signage with unique character, generally not illuminated but when illuminated, usually done with external illumination, and (5) the majority of vehicle parking cited to the side or rear of businesses. The City of Harmony finds that it is the interest of the community general well-being to regulate how such development occurs so that it enhances the community charm rather than detracting from it.
  - vi. Finding #6—Livability: The citing of Retail Variety Stores near residential housing may have a negative impact on residential use and enjoyment of those adjacent residential units. Any such stores shall adhere to some basic zoning limitations to minimize land use conflicts between commercial retail and residential living. The City of Harmony finds that it is in the best interest of the community to regulate how such development occurs so that it does not unnecessarily infringe on the health, safety, and general well-being of residents living in the community, especially the nearest neighbors.
- b. **Application & Review.** Application for a Conditional Use Permit for a Retail Variety Store shall be made to the City Administrator, who shall then refer such matter to the Planning and Zoning Commission for review. Each application shall include a site plan including such detailed information as necessary to demonstrate compliance with the City Ordinances and standards required under the conditional use permit. The Planning and Zoning Commission shall hold a public hearing according to the procedures required by state law, as may be amended from time to time. Written notice of such public hearing shall be given to all property owners of record within five hundred feet of the affected property by depositing written notice in U.S. Mail, mailed at least ten days in advance of the public hearing. The Planning and Zoning Commission shall report to the City Council findings and recommendations, including the stipulation of additional conditions and



guarantees that such conditions will be complied with when they are deemed necessary for the protection of the public interest. Upon receipt of the report of the Planning Commission, the City Council shall hold whatever public hearings it deems advisable and shall make a decision upon the Conditional Use Permit application.

- c. **Fee.** Each application for a conditional use permit shall be accompanied by the fee specified in the City Fee Schedule Ordinance.
- d. **Standards.** The City shall not approve a conditional use permit for a Retail Variety Store in a commercial district unless the following standards are met:

- i. Essential Product Offerings:

- 1. Food: If a Retail Variety Store sells food or beverages for human consumption, at least 25% of display space devoted to food items shall be dedicated to fresh fruit, fresh vegetables, fresh dairy, fresh baked goods, and fresh meat collectively.
    - 2. Pharmaceuticals: If the Retail Variety Store sells any type of over-the-counter pharmaceuticals, it shall also be required to offer prescription pharmaceuticals and shall provide customers access to a pharmacist, if not in person, using telehealth technology.

- ii. Building Siting & Design:

- 1. Setback: The building shall be set back a minimum of 150 feet from the nearest residential dwelling.
    - 2. Screening: The store and any parking lot shall be screened from view by a wooden privacy fence a minimum of eight feet tall on any side in which a residential home is adjacent.
    - 3. Facade: The front facade of any Retail Variety Store shall be comprised of traditional building materials of masonry brick or natural stone. Concrete block walls and steel siding shall not be permitted on the front facade, though they may be used on the sides and rear.

- iii. Lighting:

- 1. Lighting: Any exterior lighting on the Retail Variety Store property shall be 90-degree cut-off with a flat lens design. Additionally, all lighting must be arranged so as not to shine directly on any adjoining property.
    - 2. Sign Illumination: Any exterior signage shall not be internally illuminated but may have targeted exterior lighting for nighttime illumination, subject to the same lighting standards described in this Section.

- iv. Parking: At least 80% of the available parking spaces shall be located on the side or rear of the building to avoid the appearance of a large parking lot at the front of the building and keeping in character with present business development.

- v. Storm Water Runoff: The property shall have a catchment basin for all stormwater from the roof of the structure and any paved parking lot, to maximize soil infiltration and minimize the burden on the City stormwater infrastructure. The basin shall be sized and designed to the specifications recommended by the City Engineer based on the project design proposal. Any applicant for a conditional use permit under these provisions shall be responsible for the City's costs associated with any City Engineering review and recommendation and may

be required by the City to deposit with the City the engineer's estimated review and design costs and expenses in advance of any review.

- vi. Garbage: The Retail Variety Store shall have at least one garbage can at each entrance, which shall be emptied daily. Additionally, a daily inspection of the parking lot and surrounding property shall be performed by an employee or representative of the Retail Variety Store for litter clean up and control.
- vii. Harmony & Spirit: The application shall be approved only if the City finds that the proposed use is in harmony with, and in the spirit of, the economic development goals set forth in this ordinance and any comprehensive city plan, if one is then in existence.
- viii. Site Specific Conditions: The City shall require such other site-specific conditions as required for the protection the public's health, safety, morals, and general welfare. The Planning Commission or the City Council shall have the authority to impose any other reasonable conditions to achieve the standards and goals set forth.
- e. **Recording**. The City Administrator shall file a certified copy of the Conditional Use Permit with the land records department of record.
- f. **Expiration**. An approved Conditional Use Permit shall expire if the use approved has not commenced within 9 months.
- g. **Time Limit on Reapplication**. No application for a conditional use permit shall be resubmitted for a period of one year from the date the request is denied, except that the Planning and Zoning Commission may allow a new application if in the opinion of the Commission, new evidence or a change in circumstances warrant it.
- h. **Violation**. Violation of any of the standards of the conditional use permit shall result in revocation of the conditional use permit, if such violation is not cured within 30 days' written notice from the City to the permit holder at the property address on record.
- i. **Effective Date**. This ordinance becomes effective from and after its passage and publication.

Passed by the City Council of Harmony, Minnesota this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Steve Donney, Mayor

Attested:

\_\_\_\_\_  
Devin Swanberg, City Clerk



## Harmony EDA Minutes

January 20, 2022  
7:30 AM

Community Center  
Council Room

Present: Kerry Kingsley, Steve Donney, Steve Sagen, and Greg Schieber

Also Present: Chris Giesen. Andy Batstone joined via virtual meeting for discussion purposes only.

The special meeting was called to order at 7:34 AM by Kerry Kingsley.

### **Discuss Recommendations for Changes to Zoning Code: Conditional Use Permits for Certain Retail Facilities**

The board had a lengthy discussion as a follow up to the matters brought up by Schieber at during the member open forum at the previous meeting and preliminarily in the fall of 2021. At the regular January 2022 meeting the board agreed to have Kingsley and Schieber review a potential draft zoning ordinance change that would apply a conditional use permit process to certain commercial uses. Kingsley and Schieber reported that they met the week prior and discussed several items related to a proposed draft ordinance. In particular, the definition of a retail variety store and specific performance standards that would apply to the new conditional use permit, if approved.

It was noted that the EDA only has oversight of development matters and that zoning changes would need to be reviewed by the planning and zoning commission and city council. Any action on this matter would be recommendation only.

As a second layer to the discussion, it was noted that a prospective project likely falling into the definition of a retail variety store (as defined in the proposed zoning amendment) was potentially considering the development of a privately held parcel in the community. This project may be moving forward in the near future and that this discussion could run into conflict with that project's timeline. It was noted, if of concern to the board, that while the board's discussion is timely the public review process for a zoning ordinance amendment might not finish before the prospective project moves forward.

Schieber reviewed a draft of the committee's recommendations, giving an overview of the proposed zoning ordinance amendment. Kingsley thanked Schieber for his work. Schieber noted that while he feels this matter is of importance, if he is in the minority opinion, he understands.

After reviewing the draft proposal, the board discussed at length. Donney noted he was of a similar opinion as the last meeting; that he's not sure he wants to draw a line on requirements for certain businesses over others. He noted that he may have a conflict of interest on the matter and didn't want to overstep any of his roles. Donney wondered if the chamber of commerce might have advice for the city? He noted that he would like to see this proposed ordinance be discussed by the planning and zoning commission. The board discussed conducting some kind of community survey but determined the effort

might not be quick enough and valuable enough relative to other avenues to learn the sentiment of Harmony residents.

Kingsley asked if the process could be slowed down to get proper input from all of the boards and public. He didn't want to rush anything through.

Schieber noted that a moratorium could be established by the city council, which would be an "emergency stop button" if the council felt they did not have enough time to review and react to the question at hand.

Batstone proposed that a 3-4 month moratorium could give the council and public a chance to talk about the project and learn more about the public's sentiments.

Sagen inquired if the performance standards would apply to other buildings. Giesen replied that the performance standards in the proposed ordinance would only apply in situations where the property use falls under the definition of a retail variety store given in the ordinance.

Donney expressed concern that a moratorium might kill a project unnecessarily as even if the council approved such a measure, the council might not ultimately take any action on a zoning change.

After hearing discussion from all members, Kingsley suggested perhaps the fairest way forward would be for the council to issue a moratorium for 3 months to allow the process and public to move forward. Noting that even if a prospective prospect is concerned about a moratorium, a short 3 month timeline shouldn't delay construction if this conversation is all for nothing.

Motion by Kingsley, second by Schieber to recommend that the city council meet within three days to institute an emergency moratorium on the issuance of zoning permits to applicants that would fall under the definition of a retail variety store as defined in Schieber's draft zoning amendment proposal. Discussion followed.

Schieber noted that he seconded the motion to allow for the motion to proceed to discussion and that a moratorium is not his first option. Kingsley noted that his motion isn't trying to stop business from coming to town, but to provide the public a chance to provide input. Donney asked if the motion could be amended to provide that the council meet as soon as possible as opposed to within three days, noting he is less favorable of a moratorium. Kingsley and Schieber were agreeable to the friendly amendment and amended the motion to accommodate Donney's suggestion that the board request the council meet as soon as possible instead of within three days. Batstone concurred that a 3 month deadline for a moratorium makes sense. Schieber concurred with Donney that he is less favorable to a moratorium but could support one with a timeframe. Sagen noted that he would like additional public input. Kingsley called the question. The board asked Giesen to read aloud the motion as amended. Motion carried 3-0-1 as amended; Donney abstained.

Discussion continued. Consensus of the board was that since a moratorium is being requested from council, the board should also recommend that planning and zoning consider the draft zoning ordinance proposal; starting that review process. Motion by Donney second by Sagen to recommend that the planning and zoning commission consider the draft zoning ordinance proposal created by Schieber, as recommended by the committee. Motion carried unanimously.

There was no other business.

Hearing no objections, Kingsley adjourned the meeting. The meeting adjourned at 8:50 AM.

Resolution No. 21-06

**RESOLUTION REESTABLISHING PRECINCTS AND POLLING PLACES**

WHEREAS, the legislature of the State of Minnesota has been redistricted; and

WHEREAS, Minnesota Statute section 204B.14, subd. 3(d) requires precinct boundaries must be established within 60 days of when the legislature has been redistricted or at least 19 weeks before the state primary election, whichever comes first;

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Harmony, Fillmore County, Minnesota, that the City of Harmony hereby reestablishes the boundaries of the voting precincts and polling place as follows:

Harmony Community Center at 225 3<sup>rd</sup> Ave SW in Harmony, MN

The foregoing resolution was introduced and moved for adoption by Council Member \_\_\_\_\_ and seconded by Council Member \_\_\_\_\_

Voting for the Resolution:  
Voting Against the Resolution:  
Abstained from Voting:  
Absent: None

Motion carried and resolution adopted this 8th day of March 2022.

\_\_\_\_\_  
Steve Donney, Mayor

ATTEST:

\_\_\_\_\_  
Jerome Illg, Administrator



# Environmental Water Services



## City Of Harmony

### Monthly Council Report

Reporting for the Month of February 2022

- 1.) Helped Corey prepare for C wastewater test
- 2.) Continued assisting with rounds and process control.
- 3.) Conducted MLSS checks Corey/Rick
- 4.) Checked biological activity under microscope Corey/Rick
- 5.) Spoke with Steve Bushman regarding UV System.
- 6.) Adjusted returns and Oxygen in accordance with plant demands
- 7.) Completed DMR no violations or limit exceedances for the February 2022.

# **REVOLVING LOAN FUND**

Loan Proposal (as requested by applicant)

Applicant: KTNS Trucking Corp  
Tonja Lawler-Reicks and Kevin Reicks, Owners  
260 3<sup>rd</sup> Ave SW  
Harmony, MN 55939  
507-273-7937

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

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

Acquisition	\$ 25,000
Total	\$ 25,000

Security:

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

Uses of Funds:	Acquisition	\$100,000
	Total:	\$100,000

Sources of Funds:	Owner Equity:	\$ 25,000	(25%)
	TIF:	\$ 50,000	(50%)
	EDA Loan:	\$ 25,000	(25%)
	Total:	\$100,000	(100%)

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

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

Payments are to be made by ACH, per guidelines.

Jobs: 2 retained (owners)

Closing Date: On or around April 1, 2022

PLEASE NOTE:

1. N/A

**MEMO**

**To:** Harmony EDA  
**Date:** March 8, 2022  
**From:** Chris Giesen  
**RE:** KTNS Trucking Corp Development Agreement and Loan

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**Background**

Three items need council approval to finalize the sale of a lot (2.4 acres) in the industrial park to KTNS Trucking for their proposed business headquarters and large vehicle storage business. The total purchase price of the property is \$100,000. The project would create about \$365,000 in new tax base and retain 2 FTE jobs.

Items needing approval:

1. A motion to approve the development agreement with KTNS Trucking Corp for the purchase of a lot in the industrial park. This agreement would provide \$50,000 in TIF benefits in order to offset the purchase price.
2. A motion to approve the attached administrative TIF district budget adjustment that will allow use of the existing TIF district created last year.
3. A motion to approve a \$25,000 EDA loan as requested. The EDA loan committee reviewed the particulars of the application.

Attached is a copy of the development agreement, administrative adjustment, and loan request for your review and consideration.

**Action Requested**

The EDA recommends that the council approve the above three items as presented.

**CITY OF HARMONY, MINNESOTA**

**RESOLUTION NO. 22-05**

**RESOLUTION AUTHORIZING ADMINISTRATIVE BUDGET AMENDMENT  
OF THE TAX INCREMENT FINANCING PLAN FOR TAX INCREMENT  
FINANCING DISTRICT NO. 1-8**

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

Section 1. Recitals.

1.01. The City previously established and modified its Municipal Development District No. 1 (the "Development District") pursuant to Minnesota Statutes, Sections 469.124 through 469.133, as amended (the "Development District Act") to be coterminous with the City's corporate limits.

1.02. On September 14, 2021, the Council approved a Tax Increment Financing Plan (the "TIF Plan") for Tax Increment Financing District No. 1-8 (the "TIF District") located within the Development District pursuant to Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the "TIF Act").

1.03. Pursuant to Section 469.175, subd. 4(b) of the TIF Act, a tax increment financing plan may be modified without public hearing or the findings required to be made for the original tax increment financing plan if the modification does not include (i) any reduction or enlargement of the geographic area of the project or tax increment financing district; (ii) an increase in the amount of bonded indebtedness; (iii) a determination to capitalize interest on debt if that determination was not a part of the original plan; (iv) an increase in the portion of the captured net tax capacity to be retained by the City; (v) an increase in the estimated cost of the project, including administrative expenses, to be paid or financed with tax increment from the district; or (vi) the designation of additional property to be acquired by the authority.

1.04. By this resolution, the City proposes to modify the TIF Plan to adjust amounts between budgetary line items, but not increase the estimated cost of the project, including administrative expenses, to be paid or financed with tax increment from the TIF District.

Section 2. Findings.

2.01. The estimated uses of tax increment revenues from the TIF District are modified as follows:

Project/Financing Costs	Existing Budget	Modified Budget
Land/Building Acquisition	\$ 50,000	\$ 100,000
Site Improvements/Preparation	50,000	50,000
Public Improvements	197,234	147,234
Administrative Costs	42,736	42,736
Total Tax Increment Project Capital Costs	<b>\$339,970</b>	<b>\$339,970</b>

2.02. The City Clerk is authorized and directed to file a copy of this resolution with the Minnesota Commissioner of Revenue and the County Auditor as required by the TIF Act.



Adopted by City Council of the City of Harmony this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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**DEVELOPMENT AGREEMENT  
TAX INCREMENT FINANCING  
REICKS – INDUSTRIAL PARK PROJECT**

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022, By and Between the ECONOMIC DEVELOPMENT AUTHORITY, CITY OF HARMONY (the "EDA"), a municipal corporation and KTNS TRUCKING CORP., known as the "Developer" of the property legally described below.

WHEREAS, the Developer proposes to purchase from the EDA **Lot 1, Block 1, Industrial Park Second Addition to the City of Harmony**, located in the County of Fillmore, State of Minnesota; and

WHEREAS, the property is currently under the sole ownership of the EDA; and

WHEREAS, The Developer has requested tax increment financing assistance from the EDA to be used to buy down the Developer's land cost; and

WHEREAS, the EDA, pursuant to Minnesota Statutes, Sections 469.124 to 469.134 and Sections 469.174 to 469.179 (the "TIF Act") has adopted a program to encourage development and job growth; and

WHEREAS, on September 14, 2022, the City Council of the City of Harmony adopted a resolution approving the establishment of Tax Increment Financing District No. 1-8, within Municipal Development District No. 1, to allow for the development of the site; and

WHEREAS, said resolution approved the Tax Increment Finance Plan relating thereto.

NOW THEREFORE BE IT AGREED by the above parties as follows:

**Section 1     Definitions:** In this Agreement, unless a different meaning clearly appears from the context:

- 1.1. "Agreement" means this Agreement, as may be modified from time to time, amended or supplemented.
- 1.2. "Authority" means the City of Harmony.

- 1.3. "Benefit Date" means April 1, 2022.
- 1.4. "City" means the City of Harmony.
- 1.5. "County" means Fillmore County.
- 1.6. "Developer" means KTNS Trucking Corp., or their permitted successors and assigns.
- 1.7. "Development Property" means the real property described above.
- 1.8. "Events of Default" means an action by the Developer listed in Section 5.0 of this Agreement, which is not cured within the time period permitted in this Agreement.
- 1.9. "Maturity Date" means the date that is earlier to occur of (a) the date the Termination Payment is paid to the Authority, or (b) the date that all TIF payments have been paid in full.
- 1.10. "Project Area" means the geographic area within Municipal Development District No. 1.
- 1.11. "Public Improvements" means the construction and/or installation of public streets, water, or sewer.
- 1.12. "Site Improvements" or "Site Improvement Costs" mean the preparation of the project area including but not limited to demolition, excavating, grading, utility improvements, and/or parking lot improvements.
- 1.13. "State" means the State of Minnesota.
- 1.14. "Tax Increment" means that portion of the real property taxes which is paid with respect to the Development Property and remitted to the City by Fillmore County as tax increment pursuant to the Tax Increment Act or Minnesota State Statutes, Sections 469.124 to 469.134 and Sections 469.174 to 469.179, as amended.
- 1.15. "Tax Increment District" or "TIF District" means the City's Tax Increment District No. 1-8.
- 1.16. "Tax Increment Plan" or "TIF Plan" means the Tax Increment Financing Plan for Tax Increment District No. 1-8, as adopted September 14, 2021, and as amended.
- 1.17. "Tax Official" means any County assessor; County auditor; County or State board of equalization, the commissioner of the Department of Revenue of the State or any State or federal district court, the tax court of the State or the State Supreme Court.
- 1.18. "Unavoidable Delays" means delays beyond the reasonable control of the Developer or City.

## **Section 2      Representations and Warranties:**

2. The EDA represents and warrants that:

- 2.1. The EDA is a municipal corporation organized under the laws of the State.
- 2.2. The activities of the EDA are for the purpose of encouraging development of the project area, which is currently underutilized, and for promoting economic development and job opportunities.
- 2.3. The Tax Increment District is an "economic development tax increment financing district," which was created and adopted pursuant to the Tax Increment Act.
- 2.4. The EDA, to the best of its knowledge, represents and agrees that no member, official or employee of the EDA shall have any personal interest, direct or indirect in the Agreement, nor shall such member, official or employee participate in decision making relating to the Agreement which affects his/her personal interests. No member shall be personally liable to the Developer, or successors, in the event of any default or breach by the EDA for any amount, which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

2.2 The Developer represents and warrants that:

- A. The Developer is in good standing under the laws of the State of Minnesota and is not in violation of any laws of the State of Minnesota, is duly authorized to transact business within the State, has power to enter into this Agreement and has duly authorized the execution, delivery, and performance of this Agreement.
- B. The Developer has not received notice or communication that the activities of the Developer or EDA with respect to the development will be in violation of any environmental law or regulation.
- C. The proposed development by the Developer would not occur but for the tax increment financing assistance being provided by the EDA.

**Section 3 Agreements**

3.1 The EDA agrees to the following:

- A. The EDA shall sell the property described above to the developer for \$100,000.00 and shall accept partial payment therefore by receipt of the tax increments generated by the property development up to \$50,000.00 as those payments are made to the City in future years and the balance of \$50,000.00 being payable by Developer in cash on the date of closing.
- B. The EDA shall pay for all current tax assessments against the real estate in the amount of \$0.00.
- C. The EDA shall provide Developer with a \$25,000.00 loan, with payments amortized equally over a ten-year period and paid monthly, at the rate of 3.25% per annum, secured by a second mortgage on the premises, pending financial qualifications of Developer.

3.2 The Developer agrees to the following:



- A. The Developer shall proceed with construction of a commercial/industrial building of at least 5,000 square feet according to the specifications in the building plans attached as Exhibit A. The building construction shall be completed no later than December 31, 2022 and shall have a final taxable market value of least \$366,000.00.
- B. The Developer shall, if requested by the EDA, execute an Assessment Agreement pursuant to the provisions of Minn. Stat. §469.177 Subd. 8, specifying the Assessor's minimum market value for the Development Property and the Project for calculation of real property taxes. Specifically, the Developer shall agree to a market value for the Development Property and the Minimum Improvements which will result in a market value as of January 2, 2023 for taxes payable in the year of 2024, of not less than \$366,000.00 (such minimum market value at the time applicable is herein referred to as the "Assessor's Minimum Market Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign a market value to the property in excess of such Assessor's Minimum Market Value, nor prohibit the Developer from seeking through the exercise of legal or administrative remedies a reduction in such market value for property tax purposes, provided however, that the Developer shall not seek a reduction of such market value below the Assessor's Minimum Market Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect through the taxes payable year 2034. The Assessment Agreement shall be certified by the Assessor for the County as provided in Minn. Stat. §469.177 Subd. 8, upon a finding by the Assessor that the Assessor's Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Minimum Improvements to be constructed upon the Development Property and the market value previously assigned to the Development Property. Pursuant to Minn. Stat. §469.177 Subd. 8, the Assessment Agreement shall be filed for record in the office of the county recorder of Fillmore County, and such filing shall constitute notice to the any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage.
- C. The Developer shall provide the EDA supplementary data required including proof of title to the land, copies of paid invoices or other evidence that the Developer has incurred the redevelopment expenses and any other documents required to complete annual tax increment financing reports to the Department of Revenue, Department of Trade and Economic Development, and State Auditor's Office.
- D. The value of assistance is less than \$150,000.00. The assistance given in this Agreement is not considered a business subsidy under Minnesota Statutes, 116J.993 to 116J.995 (the "Business Subsidy Act").
- E. The Developer agrees that the Development Property shall not be used for the storage, treatment or disposal of any environmentally hazardous waste or materials in violation of, or non-compliant with any applicable laws or regulations.
- F. The Developer agrees to cause business operations to continue on the Development Property for at least five (5) years after the Benefit Date.

- G. There are no other state or local government agencies providing financial assistance for the Project other than the EDA.
- H. There is no parent corporation of the Developer.
- I. The Developer certifies that they are in compliance with federal immigration laws governing the rights of individuals to work in the United States.
- J. During the term of this Agreement, the obligation of Developer to pay real estate taxes shall be absolute and unconditional irrespective of any defense or right of setoff, recoupment, or counterclaim that Developer might have against City or any other government body or person.
- K. During the term of this Agreement, Developer shall not object to or challenge the Fillmore County Assessor's estimated market value assigned to the premises.

#### **Section 4 Prohibitions Against Assignment and Transfer; Indemnification.**

- 4.1 The Developer represents and agrees that the execution of this Agreement is for the purpose of development of the property and not for speculative land holding.
- 4.2 In the event the Developer, upon transfer or assignment of the Development property or any portion thereof, seeks to be released from its obligations under this Development Agreement as to the portions of the Development Property that is transferred or assigned, the EDA shall be entitled to require, as conditions to the release that:
  - A. Any proposed transferee shall have the qualifications and financial responsibility necessary and adequate to fulfill obligations undertaken in this Agreement by the Developer as to the portion of the Development Property to be transferred.
  - B. Any proposed transferee, by written recordable form, satisfactory to the EDA, shall have expressly assumed all the obligations of the Developer under this agreement. In the absence of written agreement, no such transfer or approval by the EDA shall be deemed to relieve the Developer, or any other party from its obligations.
  - C. Any and all documents involved in the transfer of any interest in this Agreement shall be in a form reasonably satisfactory to the EDA.

EDA is not required to release Developer from its obligations under this Agreement if EDA is not satisfied the conditions above have been adequately met.

- 4.3 Indemnification: The EDA and the governing body members, officers, agents, and employees thereof shall not be liable for any damage or injury to persons or property of the Developer or its agents or employees or any other person who may be on the Development Property. All agreements of the EDA herein are agreements of the EDA and not of any governing body member, officer, agent, or employee of the EDA in the individual capacity.

#### **Section 5 Events of Default:**



5.1 The following shall be considered "Events of Default" under this Agreement.

- A. Failure by the Developer to meet conditions or obligations within this Agreement or Developer's obligations in the Purchase Agreement between EDA and Developer dated 11/04/21, incorporated herein by reference.
- B. Failure to pay real estate taxes or assessments on the Development property or any part thereof within 90 days after the date due.
- C. Filing of bankruptcy or admittance in writing by the Developer or his inability to pay debts as they become due.
- D. Sale, transfer, or assignment of the Development Property by the Developer prior to maturity, without prior written approval of the EDA

5.2 Remedies of Default: Upon default, the EDA may:

- A. Suspend its obligations under this Agreement until it is assured the Default is cured.
- B. Cancel or terminate this Agreement.
- C. Take whatever action necessary, including legal suit, to recover the lost TIF proceeds from Developer should Developer fail to pay the real estate taxes during any period this Agreement is in effect.
- D. Take whatever action necessary, including legal suit, to recover the lost TIF proceeds from Developer resulting from any failure of Developer to complete construction of the building no later than 12/31/22. Developer agrees the estimated value of the 2023 TIF dollars to be approximately \$5,000.00, and further agrees to stipulate that the value of 2023 TIF is intended to be a minimum of \$5,000.00 and further agrees that should this deadline not be met, Developer shall remit to the City of Harmony \$5,000.00 cash no later than January 10, 2023 to make up for the lost TIF dollars resulting from the delay.
- E. Exercise the Right of Reverter in the Warranty Deed transferring the real estate from EDA to Developer, providing that the real estate title shall revert back to Seller in the event Developer does not complete construction of the contemplated building within one year of the real estate transfer to Developer.
- F. These rights are non-exclusive and may be exercised concurrently.

5.3 The Developer shall be considered to be in default upon failure to cure the event of default within 30 days of receipt of written notice from the EDA, or in the event, due to its nature, is not curable within 30 days.

**Section 6 Notices/Recording:** Any communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or personally delivered and:

6.1 In the case of the Developer, is addressed to or delivered to the Developer at:

KTNS TRUCKING CORP.  
260 3<sup>RD</sup> AVE SW  
HARMONY, MN 55939

- 6.2 In the case of the EDA, is addressed to or delivered to:  
EDA, CITY OF HARMONY  
ATTN: CITY ADMINISTRATOR  
PO BOX 488  
HARMONY, MN 55939-0488;

Or at such other addresses with respect to each party, from time to time, is designated in writing.

- 6.3 The EDA shall record this Agreement and any amendments with the Fillmore County Recorder. The Developer shall pay for all costs for recording. The terms and provisions shall be deemed covenants running with the Development Property and shall be binding upon future owners/successors.

**Section 7 Maturity:** This agreement shall automatically terminate on 12/31/33.

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

**City of Harmony, EDA:**

**Developer: KTNS Trucking Corp.**

By: Kerry Kingsley  
Its: President

By: Kevin Reicks  
Its: \_\_\_\_\_

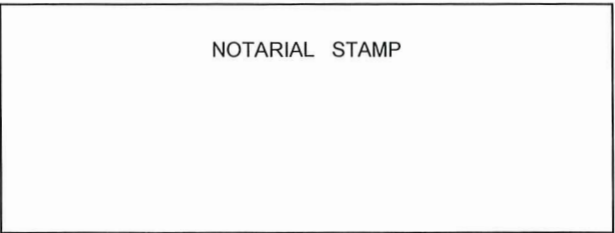
By: Devin Swanberg  
Its: Executive Director

By: Tonja Lawler-Reicks  
Its: \_\_\_\_\_

STATE OF MINNESOTA     )  
  ) ss.  
COUNTY OF FILLMORE     )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022, before me a Notary Public within and for said County, personally appeared Kerry Kingsley and Devin Swanberg, to me personally known, who being by me duly sworn, did say they were the President and Executive Director of the EDA of Harmony, respectively, as named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said entity by authority of the EDA and they acknowledged said instrument to be their free act and deed on behalf of the EDA.

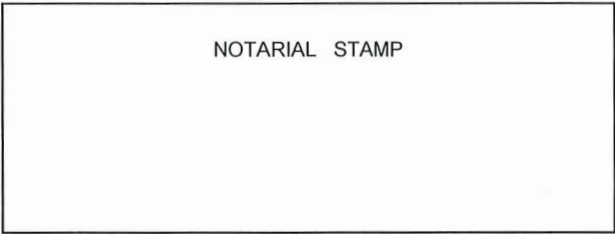




\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA     )  
                                      ) ss.  
COUNTY OF FILLMORE    )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me a Notary Public within and for said County, personally appeared Kevin Reicks and Tonja Lawler-Reicks on behalf of KTNS Trucking Corp., a Minnesota Corporation, to me personally known, who being by me duly sworn, did say they are the Developer of the property described herein, as named in the foregoing instrument, and that the instrument was signed of their free act and deed.



\_\_\_\_\_  
Notary Public

Mayor Steve Donney  
Kerry Kingsley, EDA President  
City of Harmony  
225 3<sup>rd</sup> Ave SW  
Harmony, MN 55939

February 1, 2022

Re: KTNS Trucking Corp / Tonja and Kevin Reicks Tax Increment Financing Request

Dear Mayor Donney and Mr. Kingsley:

As you know, our transportation and logistics business KTNS Trucking Corp. is in need of additional space. We are interested in purchasing property from the Harmony Economic Development Authority in the Harmony Industrial Park. However, because of the high value of land and cost of public infrastructure, the acquisition price is prohibitive. We will not be able to move forward with this project without the assistance of tax increment financing.

If we move forward this project would locate our corporate headquarters in Harmony, create about \$366,000 in new tax base, and retain 2 FTE jobs in Harmony.

With the City and EDA's assistance, we look forward to our new home and future growth in Harmony. We are confident that this project will spark even more opportunities for the community and KTNS Trucking. Thank you for your consideration and support.

Sincerely,

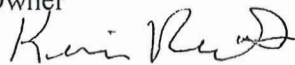
Tonja Lawler-Reicks

Owner



Kevin Reicks

Owner



Cc: Devin Swanberg; City Administrator

## Harmony EDA Minutes

*DRAFT*

March 3, 2022  
7:30 AM

Community Center  
Council Room

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

Also Present: Sue Sikkink, Kent Whitcomb, Chris Morem, Aaron Bishop, Amy Bishop, Erica Thilges, Melissa Vander Plas, Devin Swanberg, and Chris Giesen

The regular meeting was called to order at 7:33 AM by Kerry Kingsley.

### **Minutes**

The board reviewed the minutes of the February 3, 2022 meeting. Motion by Batstone, second by Kingsley to approve the minutes as presented. Motion carried unanimously.

### **Financial Reports & Claims**

The board reviewed the loan portfolio. Past due payments were discussed.

### **Solar Energy Options**

Chris Morem of Morem Electric and Kent Whitcomb of MiEnergy were present to discuss items related to solar energy initiatives. Environmental sustainability is one of the Experience Harmony strategic goals. Chris reached out to Giesen after hearing about a prior discussion at a board meeting where utilizing the undeveloped northern portion of the industrial park for a solar field was discussed. Kent noted that there are several considerations to keep in mind if the city was going to generate through its own solar power system, but that he would be available to help. Chris echoed Kent's comments noting that perhaps a solar array could be installed to offset the wastewater plant, community center, and/or well house. It was discussed that there are limits to what the city can produce for its own use and that because of the city's lower wholesale cost to purchase its power the savings of creating its own power would provide a longer payback than for most other users. However, it still could be done especially if grants are available. It was also noted that the undeveloped area of the industrial park on its own is likely too small for an industrial/3<sup>rd</sup> party solar farm and the presence of sink holes would also create challenges. Chris Morem will put some thoughts together for cost estimates on possible projects for the city's energy consumption and given them to Swanberg for consideration by the utility committee. The board agreed that it was worth exploring further, to keep an eye out for possible solar developers interested in the industrial park, and thanked Kent and Chris for the expertise and assistance.

Kent noted that he has the EV car charging stations and will deliver them to the city's electrician for installation.

### **Revolving Loan Fund Request: KTNS Trucking Corp.**

Tonja and Kevin Reicks, owners of KTNS Trucking Corp applied for a revolving loan in the amount of \$25,000 to assist with the purchase of a lot in the industrial park for their business expansion. The terms requested were a 10 year payback at 3.25% APR fixed. The total project cost was \$100,000 for acquisition. Building financing would come separately through a bank over the summer of 2022. The loan committee reviewed the particulars of the application and recommended approval. Motion by Sagen, second by



Batstone to recommend that council approve the loan as requested. Motion carried unanimously.

### **Development Agreement with KTNS Trucking Corp.**

In order to finalize the sale of 2.4 acres in the Industrial Park to KTNS Trucking Corp owned by Tonja and Kevin Reicks, a development agreement was drafted to outline how TIF assistance totaling \$50,000 would be applied to the purchase price of the lot. This assistance would be used through the existing TIF 1-8 district established last year so no new TIF district is needed. The building is required to be fully constructed by the end of 2022 or a penalty of \$5,000 would be owed to the EDA, which represents one lost year of TIF revenue. Giesen noted that the developers were agreeable with the terms but had not yet been able to sign the document. The board agreed that the terms matched their intentions. Motion by Schieber, second by Batstone to recommend that the city council approve the development agreement as presented and authorize the board chair and city administrator to sign the agreement once approved. Motion carried unanimously.

### **Industrial Park Maintenance/Mowing**

The board reviewed a memo outlining several maintenance issues that are pending with the undeveloped areas of the industrial park. Namely, mowing grass and the future of the planted field. It was noted that the long time caretaker is no longer willing to mow and that the public works department no longer has the heavy duty equipment to take care of the property properly either.

With the pending sale of land to KTNS Trucking, the board also needs to inform the caretaker of the planted field, which is currently used as a test plot as an enticement to get a business prospect to locate in the industrial park, that a portion from the middle of that area will soon be inaccessible as private property. In addition, there is a fence and brush line that may need to be removed, at least in some sections.

The board discussed at length. Motion by Batstone, second by Kingsley to approve up to 50% or \$5,000 whichever is less, to contribute towards a new mower provided the public works crew can maintain the grounds. Motion carried unanimously.

Giesen will talk with the current caretaker of the planted ground and bring back information to the board for further consideration.

### **Chamber of Commerce Report**

Melissa Vander Plas was present to give the chamber report. She reviewed the chamber's 2021 annual report noting that they have recovered from the pandemic in 2020 but numbers were still not as good as in 2019. The chamber is looking towards an even better 2022. She mentioned that the chamber welcomed new directors to its board, the new visitor guide was being printed, that they are expecting grant funds from Explore Minnesota to be delivered soon, and that they are planning two new events this summer downtown. The new events will be two concerts held outside near the alley behind the bank, the event will be called "Alley Jams." Melissa noted that she was able to get the new EV car charging stations included in the visitor guide for this year.

### **Prospects/Community Update**

Giesen discussed a couple of items that recently came forward that were in need of attention. First, he noted that he had received a letter from Erica Thilges who is now managing the Antique Mall. The letter was requesting permission from the city to allow the transfer of the special exception for residential quarters in an industrial zone, which

BID FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

Date: February 10, 2022

To: City of Harmony  
225 Third Avenue SW  
Harmony, MN 55939

This Bid is for **Freenotes Harmony Park, Harmony, MN**, as defined below:

A. Stipulated Sum

1. Having carefully examined the Drawings and Specifications as prepared by Armon Architecture, Inc., Rochester, Minnesota; including Addenda Nos. 1, having examined the site of the proposed work, and being familiar with all of the conditions surrounding construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to perform the Work in accordance with the Contract Documents and at prices stated below. These prices are to cover all expenses incurred in performing the Work required under Contract Documents, of which this Proposal is a part.

B. Bid

1. Base Bid: Bidder agrees to perform all the work described and shown on the Drawings and in the Project Manual for the sum of:

One hundred twenty-nine thousand ~ \_\_\_\_\_ Dollars (\$ 129,000.<sup>00</sup> )  
(Stipulated Sum – use words) (figures)

C. Owner's Construction Contingency

1. An Owner's Construction Contingency allowance may be negotiated with the successful Bidder prior to Contract award. It is understood the above Stipulated Sum contains no Owner's Construction Contingency.

D. Completion

1. Bidder hereby agrees to commence work under this Contract on date to be specified on written "Notice to Proceed" issued by the Owner and to fully complete the Project within 30 consecutive calendar days thereafter.

E. Bond

1. The undersigned agrees, if awarded the Contract, to furnish and deliver to Owner within ten (10) days after the signing of the Contract, a satisfactory bond in the form currently issued by The American Institute of Architects, A312, in an amount equal to One Hundred (100) per cent of the Contract Sum. The surety or sureties must be approved by Owner and Architect. Bond to be double form Labor and Material Payment or approved combination form.



F. Insurance

1. The Undersigned agrees, if awarded the Contract, to furnish and deliver to Owner within 10 days after the signing of the Contract, a satisfactory Certificate of Insurance meeting criteria set forth in Division 00, herein bound.

G. Extra Work

1. When changes in the work are ordered involving extra cost over and above Contract Sum, and when such work is ordered to proceed on the basis of cost-plus-fee, such fee shall be ten per cent (10%) of the cost of such extra work, which shall include all costs such as labor, materials, bonds, insurance, profit, overhead, etc.

H. Reservations

1. Owner reserves the right to accept or reject any and all bids and to waive informalities therein.

I. ALTERNATES:

ALTERNATE #1:

Substitute the Poured Concrete Foundation with a CMU Foundation shown in the Structural Set, and add Dampproofing as shown on the Architectural Set.

If elected, the following amount would be ADDED or DEDUCTED (circle one) from the base bid:

Seven thousand, One hundred - fifty Dollars

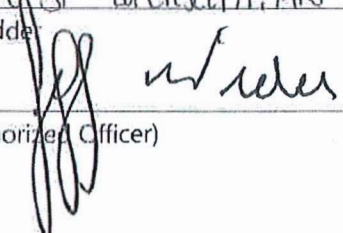
(\$ 7,150.<sup>00</sup>)

Wieser Brothers General Contractor, Inc.

Name of Bidder

200 Twillite St La Crescent, MN 55947

Address of Bidder

  
Signed (Authorized Officer)



## Change Order Request # 1

**Project Name:** Harmony Park - Picnic and Restroom Shelter

**Job #** 222045

**Date:** 3/2/2022

**DESCRIPTION OF WORK TO BE DONE:**

Additional labor costs to comply with prevailing wage rates

	Sub Quote	Labor Total	Material Total	Total Cost
Prevailing Wage Add		\$19,149.00		\$19,149.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal	\$0.00	\$19,149.00	\$0.00	
<b>Subtotal</b>				\$19,149.00
<b>Contractor's Fee</b>				\$1,914.90
<b>Total for Change Order</b>				\$21,063.90

**Approval:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**The Contract Time will be increased by 0 calendar days.**

**Approval is required by 3/11/22 to remain on schedule. Approval after 3/12/22 is subject to request.**



## Change Order Request # 2

**Project Name:** Harmony Park - Picnic and Restroom Shelter

**Job #** 222045

**Date:** 3/2/2022

**DESCRIPTION OF WORK TO BE DONE:**

Quote to add Builder's Risk Policy to project held by Wieser Brother's General Contractor  
If accepted contract needs to state that Owner is sole responsible for any deductible amounts or coinsure penalties.

	Sub Quote	Labor Total	Misc. Total	Total Cost
Builders Risk			\$1,000.00	\$1,000.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal	\$0.00	\$0.00	\$1,000.00	
<b>Subtotal</b>				<b>\$1,000.00</b>
<b>Contractor's Fee</b>				<b>\$100.00</b>
<b>Total for Change Order</b>				<b>\$1,100.00</b>

**Approval:** \_\_\_\_\_

**Date:** \_\_\_\_\_

The Contract Time will be increased by 0 calendar days.

Approval is required by 3/11/22 to remain on schedule. Approval after 3/12/22 is subject to requote.

# SPLASH PAD FUNDING

401-CIP Fund

<u>Date</u>	<u>Donation</u>	<u>Amount</u>
3/1/2021	SMIF	\$ 42,000.00
5/1/2021	Wilkin's Fund	\$ 10,000.00
5/1/2021	Park Fund	\$ 6,000.00
6/1/2021	SMIF	\$ 50,000.00
12/27/2021	MI Energy Grant	\$ 10,000.00
12/30/2021	Harmony Fire Relief	\$ 2,500.00
<b>Total Donations</b>		<b>\$ 120,500.00</b>

<b>BALANCE</b>	<b>\$ 36,035.50</b>
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<u>Date</u>	<u>Expense</u>	<u>Amount</u>
5/1/2021	Gen-X (infrastructure)	\$ 38,000.00
6/1/2021	MDH Fee	\$ 1,500.00
7/1/2021	Stantec	\$ 853.00
7/1/2021	Stantec	\$ 367.50
7/1/2021	Gen-X (infrastructure final)	\$ 5,915.00
2/9/2022	Rain Deck, LLC	\$ 17,500.00
3/9/2022	Rain Deck, LLC	\$ 20,329.00
<b>Total Expense</b>		<b>\$ 84,464.50</b>

**Kingsley Mercantile, Inc.  
2 Main Ave N  
Harmony, MN 55939  
507-886-2323  
February 22, 2022**

**City of Harmony  
225 3<sup>rd</sup> Ave SW  
Harmony, MN 55939**

**Revised Bids For Plumbing and HVAC For Splash Pad and Shelter**

**Splash Pad Plumbing Only**

**City would purchase all pex piping and fittings from First Supply using the city's account with them.**

**Plumbing pipe and fittings estimated at \$10,000.00.**

**We will be charging \$2,000.00 labor for plumbing work with the remainder being donated by Kingsley Mercantile and Canton Heating and Cooling.**

**Park Restrooms and Equipment Room**

**All piping, fittings, fixtures and venting for project to be purchased from First Supply using city's account.**

**Estimate for this - \$10,300.00**

**Estimate for insulating pipes in equipment room is \$5,000.00 to be billed directly to city.**

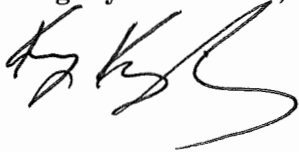
**Labor is estimated at \$12,000.00**

**This quote does NOT include drinking fountain as the city is picking one out.**

**City of Harmony is responsible for bringing water and sewer services into the shelter.**

**City of Harmony is responsible for bringing the storm drain to the splash pad drain boxes.**

**Thank you,  
Kerry Kingsley  
Kingsley Mercantile, Inc.**





## Quote

pply LLC - La Crosse  
 ameron Avenue  
 Box 1028  
 Crosse, WI 54601-4420  
 (608)784-3839

Bill To

KINGSLEY MERCANTILE  
 2 MAIN AVE N  
 PO BOX 214  
 HARMONY, MN 55939-8888

Ship To

KINGSLEY MERCANTILE  
 2 MAIN AVE N  
 PO BOX 214  
 HARMONY, MN 55939-8888

Customer #	Quote #	
2021574	13044568-00	
Enter Date	PO #	Page #
01/06/22	HARMONY SPLASH PAD	1

Reference	Taken By
	adile
Ship Point	Placed By
First Supply LLC - La Crosse	KERYYY/BILL
Instructions	Ship Via
	to be detrmn

Promised	Terms
01/06/22	net30thprox

Ln #	Product And Description	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Amount (Each)	Discount Multiplier	Amount (Net)
1	WIRF1061500 F1061500 11/2X100 AQPEX TUBE NATURAL BLACK PRINT	1,800.00	0.00	1,800.00	FT	3.82	0.00	6,876.00
2	WIRQ4771515 Q4771515 11/2 PROPEX EP CPLG	8.00	0.00	8.00	EA	6.83	0.00	54.64
3	WIRQ4751515 Q4751515 11/2 PROPEX EP TEE WIRSBO	12.00	0.00	12.00	EA	14.95	0.00	179.40
4	WIRLF4521515 LF4521515 11/2 PEX X MPT PROPEX LF BRS MALE ADPT	18.00	0.00	18.00	EA	42.44	0.00	763.92
5	WIRQ4691500 Q4691500 11/2 PROPEX RING W/ STOP UPONOR	52.00	0.00	52.00	EA	1.37	0.00	71.24
6	WIRF1040750 F1040750 3/4x100 AQPEX TUBE NATURAL BLACK PRINT	1,600.00	0.00	1,600.00	FT	0.82	0.00	1,312.00
7	CON4A208A2F 4A208A2F RP4A 2 BRZ REDU PRESS BFP W/BV	1.00	0.00	1.00	EA	481.02	0.00	481.02
8	MAN386LTWHT 386-LT WHT 12RI 1.6GPF INSUL TANK SUMMIT3	1.00	0.00	1.00	EA	70.76	0.00	70.76
9	MAN386RHWHT 386RH WHT 12RI 1.6GPF TANK SUMMIT3	1.00	0.00	1.00	EA	66.51	0.00	66.51
10	MAN384WHT 384 WHT ELG 12RI 163/4 SMARHEIGHT BOWL SUMMIT3	2.00	0.00	2.00	EA	138.95	0.00	277.90
11	BEM1955CTWHT 1955CT 000 WHT PLAS ELG OPEN SEAT L/CVR STH	2.00	0.00	2.00	EA	19.84	0.00	39.68
12	MAN2018HBNS4WHT 2018HB-NS-4 WHT LAV MANSFIELD	2.00	0.00	2.00	EA	71.64	0.00	143.28
13	ELKVRCHD8S VRCHD8S 14GA ADA VR COOLER	1.00	0.00	1.00	each	2,519.05	0.00	2,519.05
14	SLO3335110 3335110 EAF350 CP BATTERY FAUCET 0.5 GPM	2.00	0.00	2.00	each	311.15	0.00	622.30
15	EMXSPEX3512T SPEX3512T 3.5KW 120V INST ELEC WTR HTR THERM	2.00	0.00	2.00	each	329.04	0.00	658.08
16	SIO8322PF 832-2PF 2 PVC STD RI FLR DRAIN	3.00	0.00	3.00	EA	13.09	0.00	39.27
17	SIO83236PF 832-36PF 3X4 PVC STD ROUGH-IN FLR DRAIN	1.00	0.00	1.00	EA	12.46	0.00	12.46
18	SIO8324HNR 832-4HNR 4 RND NKL FIN FLR DRN TOP RING & STRNR	4.00	0.00	4.00	EA	33.77	0.00	135.08
19	LHARDK10 2X10 L HARD COP TUBE	30.00	0.00	30.00	FT	18.13	0.00	543.90
20	CON10075082	20.00	0.00	20.00	EA	36.03	0.00	720.60

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Page 1 of 2

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2021574

## Quote

First Supply LLC - La Crosse  
 Cameron Avenue  
 Box 1028  
 La Crosse, WI 54601-4420  
 (608)784-3839

## Bill To

KINGSLEY MERCANTILE  
 2 MAIN AVE N  
 PO BOX 214  
 HARMONY, MN 55939-8888

## Ship To

KINGSLEY MERCANTILE  
 2 MAIN AVE N  
 PO BOX 214  
 HARMONY, MN 55939-8888

Customer #	Quote #	
2021574	13044568-00	
Enter Date	PO #	Page #
01/06/22	HARMONY SPLASH PAD	2
Reference	Taken By	
	adle	
Ship Point	Placed By	
First Supply LLC - La Crosse	KERYYY/BILL	
Instructions	Ship Via	
	to be detrmn	
Promised	Terms	
01/06/22	net30thprox	

Ln #	Product And Description	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Amount (Each)	Discount Multiplier	Amount (Net)
21	807 2 PRESS COP 90 ELL 10075082 CON10075814	4.00	0.00	4.00	EA	46.78	0.00	187.12
21	804 2 PXM PRESS COP LF BRS MALE ADPTT 10075814							
Lines Total		Qty Shipped Total		3,566.00				
						Total		15,774.21
						Taxes		0.00
						Invoice Total		15,774.21

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Page 2 of 2

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13044568-00



2021574

# FIRST SUPPLY

First Supply LLC - La Crosse  
106 Cameron Avenue  
PO Box 1028  
La Crosse, WI 54601-4420  
(608)784-3839

## Quote

Customer # 1050700 Quote # 13029106-00  
Enter Date 12/22/21 PO # CITY OF HARMONY Page # 1

Reference Taken By  
Ship Point daku  
Instructions Placed By

Bill To  
CANTON HEATING & COOLING LLC  
PO BOX 98  
Canton, MN 55922

Ship To  
CANTON HEATING & COOLING LLC  
100 SOUTH MAIN  
CANTON, MN 55922

First Supply LLC - La Crosse

Ship Via  
Rush

Promised 12/31/21 Terms 1%10proxn30

Ln #	Product And Description	Quantity Ordered	Quantity Backordered	Quantity Shipped	Qty UM	Amount (Each)	Discount Multiplier	Amount (Net)
1	ZZLIB2460LSG20224 2460LSG202-24 LIBERTY 2HP GRINDER PACKAGE EST LEAD-TIME 1-MONTH	1.	0.	1.	each	4,825.00	0.00	4,825.00
1	Lines Total	Qty Shipped Total			1.	Total		4,825.00
						Taxes		355.85
						Invoice Total		5,180.85

**STATELINE ICF**

220 First Ave. SE  
Harmony, MN 55939

Dennis Barnes 507-951-6798

**PROJECT ESTIMATE**

Client: Splash Pad

1/7/2022

Item Description	Estimated Cost
5" Concrete 1/2" Rebar 2' on Center 4" Rock Base Excavation of Grass Removable Sealer with Shark Bite	
TOTAL	\$ 17,500.00
<p><i>* 50% of Project Estimate is due up front. In absence of payment, client must sign a mechanic's lien before the project can proceed.</i></p> <p><b><i>This estimate good for 60 days</i></b></p> <p>Signature _____ Date _____</p>	