

## Agenda for Monday, June 8, 2026 Holdingford City Council Meeting

Call to Order  
Pledge of Allegiance

Consent Agenda including:

1. Council Minutes from May
2. Financial documents and claims from May

**Guests:** Candace Warga, sewer issue

### **Department Reports:**

Maintenance Department Report: Steve Horvath

Quote for Larson to disconnect water line at City Ballpark

City Engineer's Report: Dave Blommel

IUP for lift station

Emergency Manager: Amber Molitor

Action Item: Accept resignation and discuss open position

Liquor Store Report: Amy Opatz

Fire Department Report: Keith Hommerding

Land Use Committee Report: Seth Young

Land Use Permit 26-6-3

Clerk's Report: Nicky Lahr

### **Unfinished/Old Business:**

Final Plat resolution 26-6-1

Resolution 26-6-2 designating authorized signers and depositories. Needed for Bank changeover to Stearns.

Approve and sign TIF 5 agreement for TRE (Stainless Kings LLC)

### **New Business:**

Request to install memorial bench in honor of Janice Paggen on city property by the trailhead park

Approve liquor licenses for Redneck Roost, Art in Motion/Boho Café, and American Legion

### **Additional Agenda Items:**

**Looking Forward:** Next Council meeting is July 13th. City Hall will be closed June 19<sup>th</sup>, July 3<sup>rd</sup>, and July 9-10<sup>th</sup>.

Hazardous waste cleanup is June 17<sup>th</sup> at the School, County Ditch redetermination meeting at City Hall on June 25<sup>th</sup> @ 3:30.

**Notices Sent for Past Due Water Bills:** Joe Lashinski \$104.58; Joseph & Lana Doll \$354.05; Covered Bridge \$328.17; Roger Jensen \$1265.43; Braeden Paavola \$110.61; Nick Barbato \$639.55; Taxton Edens \$233.52; Dale Lundberg \$1099.41, Hometown Roots \$193.18

Adjourn

**Minutes for  
Public Hearing for Business Subsidy for Stainless Kings  
Public Hearing for Easement Vacation  
Holdingford City Council Meeting  
Monday, May 11th, 2026.**

**Council Members in attendance:** Travis Harlander, Tim Winter, Seth Young, Eric Berscheid, Jayme Opatz

**Others in attendance:** Nicky Lahr, Herman Lansing, Karla Kalla, Bryan Carstensen, Meghan Carstensen, Jacob Knapp, Christopher Mosel, Steve Horvath

Travis opened the public hearing for business subsidy for Stainless Kings at 7:00 p.m. No comments or questions were presented, and the meeting was closed at 7:01.

Travis opened the public hearing for easement vacation. Eric asked if this easement vacation could affect future properties from getting utilities. Nicky stated that city engineer did not believe that to be the case. Travis closed the meeting at 7:03.

Travis called the regular meeting to order at 7:04 p.m. and the Pledge of Allegiance was recited.

Seth made a motion to approve the consent agenda including April minutes and financial documents. Tim seconded the motion and it passed unanimously.

**Guests:** Christopher Mosel explained that he is working with a developer for his property at 540 4<sup>th</sup> Street. He asked several questions, including the location that the city would like the streets to enter the area, so that the developer would be able to present a preliminary plat. The Council stated that they would like all streets to line up with existing and recommended extending Cedar Street straight across. It was recommended that he works with the city engineer to determine water and sewer extensions to the area.

**Department reports:**

**Land Use Committee:** A land use permit request for a fence installation at 101 2<sup>nd</sup> Street was discussed. Nicky explained that curb on the South side of the lot was the assumed property lines, however the city engineer stated that there is an easement along that side with utilities buried. His records showed a property pin was located in the SE corner at one point that was approximately 8 feet in. If they can find the pin, they can put the fence 1 foot in from that spot. If not, they would need to use the standard 12-foot easement with the fence at 13" in. (or 30 feet from the center of the street). Eric made a motion to approve permit 26-5-2 if the owners can show City staff that they will place the fence either 9 or 13 feet from the curb. Seth seconded the motion and it passed with all in favor.

**Clerk's report:** Nicky reported the following; She will receive her Clerk's Certification in the next few weeks following the final class she took. The city received the grant money for the Fire Department's turnout gear and will pay the invoice. The Fire Department will pay the remaining balance from their capital account. The Lions Club will be refurbishing the train at the trailhead, and picnic tables at the campgrounds. They are also looking into another park project for next year and will attend a meeting in the future to discuss that further. The County did their annual inspection at the Campgrounds. They cited the City for having a camper that was dumping grey water onto the grass, and for a water hose going across the park to their camper. Maintenance left the owners a note asking them to fix both issues. The Campground bookings are going well for the year, and Nicky hopes to improve the photos and content on the booking site this year. The pay equity report is due by the end of the year. The Postage Machine was cancelled, and we will purchase rolls of stamps again to save cost.

**Unfinished/Old Business:** The League of MN Cities verbally informed Nicky that they are denying the claim for the erroneous land use permit issued to 521 Main Street. They will issue letters to the City and to the Owners soon. Meghan Carstensen asked if she could "take another run" at a variance. The Council directed Nicky to determine if the City's ordinance allows for that. The Council determined that they would waive the fees for a new land use permit to convert back to a commercial space

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and any special meeting fees that would apply. Meghan asked if the city would provide any monetary compensation. The Council asked for receipts for the work they completed before they could discuss any compensation. Meghan mentioned that they would have their lawyer assist with that if necessary. She also indicated that the receipts were given to the insurance adjuster.

Jayne made a motion to approve resolution 26-5-1 to approve the utility vacation on the Konsor property. Eric seconded the motion and it passed with all in favor.

Resolution 26-5-2 to approve the final plat for the Konsor project was tabled. Council would like to see final drawings with the description before approving.

Stainless King TIF development agreement was tabled until June meeting, as the Council would like to review the contract first.

**New Business:** Eric made a motion to approve placing the money from the maturing CD into another CD at the location that offers the highest rate for 12 months or less. Jayme seconded the motion and it passed unanimously.

Jayne made a motion to approve resolution 26-5-4 for a gambling permit for the Lions to hold a raffle. Tim seconded the motion and it passed unanimously.

Jayne made a motion to approve resolution 26-5-5 for gambling permit for the Holdingford Chamber of Commerce raffle. Tim seconded the motion and it passed unanimously.

**Additional Agenda Items:** Eric noted that the park was flooding again after the last rain and would like to get estimates for a drain to be installed. He would also like something done on the North side of the park such as more gravel or grass.

The council asked Nicky to send letters to the same individuals as last year to begin the administrative fine process. Also included is the property at 230 Washington Street and St. Hedwig's Church.

Steve Horvath asked the council to address Opatz Metal as their trucks are dragging dirt out onto the city streets at a significant rate. He reminded the council that there was an agreement with the former owners to keep gravel on the dirt portion of their yard to help keep the spread of the dirt down. Nicky will draft a letter for review and Travis will deliver it in person.

Eric asked Nicky to get a quote from Albany Telephone for internet/phone services to determine if there will be savings.

Jayne made a motion to adjourn the meeting at 8:23 p.m. Seth seconded and the motion passed with all in favor.

**Notices for Past Due Water Bills:** Nick Barbato, Joseph & Lana Doll, Taxton Edens, Kevin Feia, Hometown Roots, Roger Jensen, Eric Kohorst, Dale Lundberg, Chris Mosel.

**Looking forward:** Next Council meeting is June 8<sup>th</sup>. City Wide Cleanup is May 16<sup>th</sup> in the High School parking lot. Holdingford Cares Day is May 16<sup>th</sup>. City Hall will be closed May 22<sup>nd</sup> and May 25<sup>th</sup> for Memorial Day.

Signed:

Nicky Lahr \_\_\_\_\_

City Clerk-Treasurer, Holdingford

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**May 2026**

**Account Summary**

Beginning Balance on 5/1/2026	\$523,580.36	Cleared	\$540,944.05
+ Receipts/Deposits	\$204,627.54	Statement	\$522,991.52
- Payments (Checks and Withdrawals)	\$187,263.85	Difference	\$17,952.53
Ending Balance as of 5/31/2026	\$522,991.52		

**Cash Balance**

Active 101-10100 General Fund	-\$76,453.58	Beginng Balance	\$523,580.36
Active 102-10100 Fire Fund	\$142,047.84	+ Total Deposits	\$215,257.94
Active 301-10100 General Debt Fund	\$22,000.76	- Checks Written	\$203,774.14
Active 302-10100 EDU Water-Sewer-Street Project	\$220,217.30	Check Book Balance	\$535,064.16
Active 303-10100 Tax Abatement Berkon	-\$8,566.05	Difference	\$0.00
Active 306-10100 GO Equipment Certificate	\$0.00		
Active 307-10100 2025 GO Equip Bond FD	\$0.00		
Active 311-10100 TIF Dist 1 Housing	\$0.00		
Active 313-10100 TIF Dist 3 Two Rivers	\$0.00		
Active 314-10100 TIF Dist 4 Berkon-Erythg Signs	\$0.00		
Active 320-10100 MIF Stainless Kings	\$6,674.23		
Active 401-10100 General Reserve	\$23,792.53		
Active 402-10100 Main Street Project	\$45,745.29		
Active 403-10100 Fire Dept Capital	\$181,510.12		
Active 404-10100 Parks Capital	\$6,122.60		
Active 405-10100 Maintenance Capital	-\$22,321.14		
Active 406-10100 Magnifi Financial	\$281.51		
Active 601-10100 Water Fund	-\$32,025.68		
Active 602-10100 Sewer Fund	-\$25,074.68		
Active 603-10100 Refuse Fund	\$4,905.17		
Active 604-10100 Liquor Fund	\$20,417.66		
Active 605-10100 USDA Rural Water Reserve	\$25,790.28		
Cash Balance	\$535,064.16		

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Check Nbr	Vendor Name	Check Date	Amount	Cleared This Month	Amount Not Cleared	Partially Cleared Last Month
Deposit	20260501E000	5/4/2026	(\$168.00)	(\$168.00)	-	-
Deposit	20260504E014	5/7/2026	(\$5,379.27)	(\$5,379.27)	-	-
Deposit	20260504E013	5/7/2026	(\$500.00)	(\$500.00)	-	-
Deposit	20260504E012	5/7/2026	(\$260.00)	(\$260.00)	-	-
Deposit	20260504E011	5/7/2026	(\$85.61)	(\$85.61)	-	-
Deposit	20260504E010	5/7/2026	(\$99.31)	(\$99.31)	-	-
Deposit	Muni 4.29.26	5/7/2026	(\$446.75)	(\$446.75)	-	-
Deposit	Muni CC 4.29.26	5/7/2026	(\$69.75)	(\$69.75)	-	-
Deposit	Muni 4.30.26	5/7/2026	(\$536.50)	(\$536.50)	-	-
Deposit	Muni CC 4.30.26	5/7/2026	(\$366.75)	(\$366.75)	-	-
Deposit	20260510E003	5/10/2026	(\$5,865.02)	(\$5,865.02)	-	-
Deposit	20260510E002	5/10/2026	(\$110.22)	(\$110.22)	-	-
Deposit	20260510E001	5/10/2026	(\$351.68)	(\$351.68)	-	-
Deposit	20260510E000	5/10/2026	(\$2,025.14)	(\$2,025.14)	-	-
Deposit	Deposit 5.14.26	5/13/2026	(\$7,586.90)	(\$7,586.90)	-	-
Deposit	20260512E000	5/14/2026	(\$350.00)	(\$350.00)	-	-
Deposit	20260513E000	5/15/2026	(\$337.88)	(\$337.88)	-	-
Deposit	20260518BANK0	5/18/2026	(\$8,916.56)	(\$8,916.56)	-	-
Deposit	20260515E000	5/18/2026	(\$186.89)	(\$186.89)	-	-
Deposit	20260514E000	5/18/2026	(\$165.00)	(\$165.00)	-	-
Deposit	20260518E000	5/19/2026	(\$161.71)	(\$161.71)	-	-
Deposit	5.21.26 Deposit	5/21/2026	(\$20,727.41)	(\$20,727.41)	-	-
Deposit	5.28.26 Deposit	5/21/2026	(\$829.00)	(\$829.00)	-	-
Deposit	20260526E050	5/26/2026	(\$100.00)	(\$100.00)	-	-
Deposit	20260526E059	5/26/2026	(\$8,185.52)	(\$8,185.52)	-	-
Deposit	20260526E058	5/26/2026	(\$256.42)	(\$256.42)	-	-
Deposit	20260526E057	5/26/2026	(\$195.34)	(\$195.34)	-	-
Deposit	20260526E056	5/26/2026	(\$200.00)	(\$200.00)	-	-
Deposit	20260526E055	5/26/2026	(\$335.49)	(\$335.49)	-	-
Deposit	20260526E054	5/26/2026	(\$3,387.50)	(\$3,387.50)	-	-
Deposit	20260526E053	5/26/2026	(\$7,356.00)	(\$7,356.00)	-	-
Deposit	20260526E052	5/26/2026	(\$820.96)	(\$820.96)	-	-
Deposit	20260526E051	5/26/2026	(\$656.12)	(\$656.12)	-	-
Deposit	20260528E011	5/29/2026	(\$743.36)	(\$743.36)	-	-
Deposit	20260528E010	5/29/2026	(\$107.11)	(\$107.11)	-	-
Deposit	20260526A000	5/29/2026	\$0.00	-	-	-
Deposit	MayElect Reciept	5/29/2026	(\$109,566.21)	(\$109,566.21)	-	-
Deposit	20260601BANK0	6/1/2026	(\$4,863.11)	-	(\$4,863.11)	-
Deposit	Muni 5.1.26	6/1/2026	(\$810.00)	(\$810.00)	-	-
Deposit	Muni CC 5.1.26	6/1/2026	(\$558.25)	(\$558.25)	-	-
Deposit	Muni 5.2.26	6/1/2026	(\$880.25)	(\$880.25)	-	-
Deposit	Muni CC 5.2.26	6/1/2026	(\$434.50)	(\$434.50)	-	-
Deposit	Muni 5.4.26	6/1/2026	(\$454.25)	(\$454.25)	-	-
Deposit	Muni CC 5.4.26	6/1/2026	(\$80.75)	(\$80.75)	-	-
Deposit	Muni 5.5.26	6/1/2026	(\$497.50)	(\$497.50)	-	-
Deposit	Muni CC 5.5.26	6/1/2026	(\$78.00)	(\$78.00)	-	-
Deposit	Muni 5.6.26	6/1/2026	(\$497.75)	(\$497.75)	-	-
Deposit	Muni CC 5.6.26	6/1/2026	(\$239.75)	(\$239.75)	-	-
Deposit	Muni 5.7.26	6/1/2026	(\$266.25)	(\$266.25)	-	-

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Check Nbr	Vendor Name	Check Date	Amount	Cleared This Month	Amount Not Cleared	Partially Cleared Last Month
Deposit	Muni CC 5.7.26	6/1/2026	(\$339.50)	(\$339.50)	-	-
Deposit	Muni 5.8.26	6/1/2026	(\$831.69)	(\$831.69)	-	-
Deposit	Muni CC 5.8.26	6/1/2026	(\$1,053.75)	(\$1,053.75)	-	-
Deposit	Muni 5.9.26	6/1/2026	(\$396.50)	(\$396.50)	-	-
Deposit	Muni CC 5.9.26	6/1/2026	(\$372.00)	(\$372.00)	-	-
Deposit	Muni 5.11.26	6/1/2026	(\$413.50)	(\$413.50)	-	-
Deposit	Muni CC 5.11.26	6/1/2026	(\$69.50)	(\$69.50)	-	-
Deposit	Muni 5.12.26	6/1/2026	(\$368.00)	(\$368.00)	-	-
Deposit	Muni CC 5.12.26	6/1/2026	(\$100.25)	(\$100.25)	-	-
Deposit	Muni 5.13.26	6/1/2026	(\$381.00)	(\$381.00)	-	-
Deposit	Muni CC 5.13.26	6/1/2026	(\$46.25)	(\$46.25)	-	-
Deposit	Muni 5.14.26	6/2/2026	(\$405.50)	(\$405.50)	-	-
Deposit	Muni CC 5.14.26	6/2/2026	(\$188.00)	(\$188.00)	-	-
Deposit	Muni 5.15.26	6/2/2026	(\$732.75)	(\$732.75)	-	-
Deposit	Muni CC 5.15.26	6/2/2026	(\$461.75)	(\$461.75)	-	-
Deposit	Muni 5.16.26	6/2/2026	(\$359.50)	(\$359.50)	-	-
Deposit	Muni CC 5.16.26	6/2/2026	(\$562.00)	(\$562.00)	-	-
Deposit	Muni 5.18.26	6/2/2026	(\$356.25)	(\$356.25)	-	-
Deposit	Muni CC 5.18.26	6/2/2026	(\$164.75)	(\$164.75)	-	-
Deposit	Muni 5.19.26	6/2/2026	(\$326.25)	(\$326.25)	-	-
Deposit	Muni CC 5.19.26	6/2/2026	(\$51.00)	(\$51.00)	-	-
Deposit	Muni 5.20.26	6/2/2026	(\$544.50)	(\$544.50)	-	-
Deposit	Muni 5.21.26	6/2/2026	(\$452.50)	(\$452.50)	-	-
Deposit	Muni CC 5.21.26	6/2/2026	(\$137.25)	(\$137.25)	-	-
Deposit	Muni 5.22.26	6/2/2026	(\$680.55)	(\$680.55)	-	-
Deposit	Muni CC 5.22.26	6/2/2026	(\$288.75)	(\$288.75)	-	-
Deposit	Muni 5.23.26	6/2/2026	(\$764.75)	(\$764.75)	-	-
Deposit	Muni CC 5.23.26	6/2/2026	(\$677.50)	(\$677.50)	-	-
Deposit	Muni 5.27.26	6/2/2026	(\$737.50)	-	(\$737.50)	-
Deposit	Muni CC 5.27.26	6/2/2026	(\$244.50)	(\$244.50)	-	-
Deposit	Muni 5.28.26	6/2/2026	(\$623.75)	-	(\$623.75)	-
Deposit	Muni CC 5.28.26	6/2/2026	(\$169.50)	-	(\$169.50)	-
Deposit	Muni 5.29.26	6/2/2026	(\$1,983.63)	-	(\$1,983.63)	-
Deposit	Muni CC 5.29.26	6/2/2026	(\$649.00)	-	(\$649.00)	-
Deposit	Muni 5.30.26	6/2/2026	(\$456.00)	-	(\$456.00)	-
Deposit	Muni CC 5.30.26	6/2/2026	(\$468.50)	-	(\$468.50)	-
Deposit	Muni CC 5.20.26	6/3/2026	(\$166.25)	(\$166.25)	-	-
Deposit	Muni 5.26.26	6/3/2026	\$0.00	-	-	-
Deposit	Muni CC 5.26.26	6/3/2026	(\$243.25)	(\$243.25)	-	-
Deposit	Muni 5.26.26.1	6/3/2026	(\$492.75)	-	(\$492.75)	-
Deposit	20260526E020	6/3/2026	\$49.68	\$49.68	-	-
Deposit	20260601E013	6/3/2026	(\$236.34)	-	(\$236.34)	-
Deposit	May26 Interest	6/4/2026	(\$215.42)	(\$215.42)	-	-
001440E	HEALTH EQUITY	5/12/2026	\$0.00	-	-	-
001441E	VOYA	5/12/2026	\$0.00	-	-	-
001442E	IRS	5/12/2026	\$0.00	-	-	-
001443E	MN DEPARMENT OF REVENUE	5/12/2026	\$0.00	-	-	-
001444E	PERA	5/12/2026	\$0.00	-	-	-
001445E	PAYCHEX	5/12/2026	\$0.00	-	-	-

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Check Nbr	Vendor Name	Check Date	Amount	Cleared This Month	Amount Not Cleared	Partially Cleared Last Month
001472E	VOYA	5/15/2026	\$693.59	\$693.59	-	-
001476E	HEALTH EQUITY	5/15/2026	\$313.46	\$313.46	-	-
001477E	PAYCHEX	5/15/2026	\$273.51	\$273.51	-	-
001504E	Health Equity	5/15/2026	\$693.59	\$693.59	-	-
001505E	IRS	5/15/2026	\$3,313.12	\$3,313.12	-	-
001506E	MN DEPARMENT OF REVENUE	5/15/2026	\$781.28	\$781.28	-	-
001507E	PAYCHEX	5/15/2026	\$382.72	\$382.72	-	-
001508E	PERA	5/15/2026	\$1,856.46	\$1,856.46	-	-
001509E	VOYA	5/15/2026	\$332.07	\$332.07	-	-
001478E	HEALTH EQUITY	5/26/2026	\$0.00	-	-	-
001479E	VOYA	5/26/2026	\$0.00	-	-	-
001480E	MN DEPARMENT OF REVENUE	5/26/2026	\$0.00	-	-	-
001481E	IRS	5/26/2026	\$0.00	-	-	-
001482E	PERA	5/26/2026	\$0.00	-	-	-
001483E	PAYCHEX	5/26/2026	\$0.00	-	-	-
001510E	Health Equity	5/29/2026	\$693.59	\$693.59	-	-
001511E	IRS	5/29/2026	\$2,934.41	\$2,934.41	-	-
001512E	MN DEPARMENT OF REVENUE	5/29/2026	\$661.35	\$661.35	-	-
001513E	PAYCHEX	5/29/2026	\$281.93	\$281.93	-	-
001514E	PERA	5/29/2026	\$1,634.33	\$1,634.33	-	-
001515E	VOYA	5/29/2026	\$274.94	-	\$274.94	-
001484E	MN DEPARMENT OF REVENUE	6/2/2026	\$2,583.00	\$2,583.00	-	-
001485E	Postmaster	6/2/2026	\$11.50	\$11.50	-	-
001486E	CVS	6/2/2026	\$574.75	\$574.75	-	-
001487E	AMAZON Capital Services, Inc.	6/2/2026	\$80.49	\$80.49	-	-
001488E	Borgmann Disposal Services LLC	6/2/2026	\$6,065.59	\$6,065.59	-	-
001489E	Postmaster	6/2/2026	\$35.90	\$35.90	-	-
001490E	Holdingford Gas and Grocery	6/2/2026	\$30.74	\$30.74	-	-
001491E	FINKEN	6/2/2026	\$7.00	\$7.00	-	-
001492E	AMAZON Capital Services, Inc.	6/2/2026	\$66.44	\$66.44	-	-
001493E	KASEYA US LLC	6/2/2026	\$200.00	\$200.00	-	-
001494E	Versa Bank USA	6/2/2026	\$0.50	\$0.50	-	-
001495E	SHIFT4	6/2/2026	\$344.49	\$344.49	-	-
001496E	Postmaster	6/2/2026	\$234.00	\$234.00	-	-
001497E	Embassy Suites by Hilton	6/2/2026	\$652.80	\$652.80	-	-
001498E	MN DEPARMENT OF REVENUE	6/2/2026	\$0.00	-	-	-
001499E	VOYA	6/2/2026	\$0.00	-	-	-
001500E	IRS	6/2/2026	\$0.00	-	-	-
001501E	PERA	6/2/2026	\$0.00	-	-	-
001502E	HEALTH EQUITY	6/2/2026	\$0.00	-	-	-
001503E	PAYCHEX	6/2/2026	\$0.00	-	-	-
039877	HAMANN, JUSTIN	2/26/2025	\$20.93	\$20.93	-	-
039877	HAMANN, JUSTIN	2/26/2025	(\$20.93)	(\$20.93)	-	-
040538	Arnold's of St Martin	12/17/2025	(\$2,056.28)	(\$2,056.28)	-	-
040538	Arnolds of St Martin	12/17/2025	\$2,056.28	\$2,056.28	-	-
040797	St. Cloud State University	4/8/2026	\$540.00	\$540.00	-	-
040810	AG Resource Consulting, Inc.	4/23/2026	\$40.00	\$40.00	-	-
040811	Andersen Excavating of Central	4/23/2026	\$165.00	\$165.00	-	-
040812	Bernick's Pepsi-Cola	4/23/2026	\$279.20	\$279.20	-	-

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10100 NO DESCR

Check Nbr	Vendor Name	Check Date	Amount	Cleared This Month	Amount Not Cleared	Partially Cleared Last Month
040814	Central Minnesota Alarms, Inc.	4/23/2026	\$297.00	\$297.00	-	-
040816	CM2 Supply	4/23/2026	\$160.98	\$160.98	-	-
040817	Dahlheimer Beverage	4/23/2026	\$31.90	\$31.90	-	-
040818	Goodin Company	4/23/2026	\$1,960.00	\$1,960.00	-	-
040820	Harry's Frozen Foods	4/23/2026	\$224.00	\$224.00	-	-
040826	Mike Schmidt	4/23/2026	\$579.78	\$579.78	-	-
040831	Preferred Controls Inc.	4/23/2026	\$748.32	\$748.32	-	-
040841	ABDO	5/13/2026	\$585.00	\$585.00	-	-
040842	AFSCME Council 65	5/13/2026	\$118.44	\$118.44	-	-
040843	ALBANY MUTUAL TELEPHONE	5/13/2026	\$255.72	\$255.72	-	-
040844	Alex Air Apparatus, Inc	5/13/2026	\$121,630.42	\$121,630.42	-	-
040845	Andersen Excavating of Central	5/13/2026	\$165.00	\$165.00	-	-
040846	BADGER METER	5/13/2026	\$63.61	\$63.61	-	-
040847	Bernick's Pepsi-Cola	5/13/2026	\$356.40	\$356.40	-	-
040848	BLUE CROSS BLUE SHIELD MINNESO	5/13/2026	\$21.74	\$21.74	-	-
040849	Bound Tree Medical, LLC	5/13/2026	\$260.10	\$260.10	-	-
040850	Brian Zapzalka	5/13/2026	\$650.00	\$650.00	-	-
040851	C & L Distributing, Inc	5/13/2026	\$5,839.60	\$5,839.60	-	-
040852	Dahlheimer Beverage	5/13/2026	\$1,446.58	\$1,446.58	-	-
040853	DSC Communications	5/13/2026	\$657.19	\$657.19	-	-
040854	ECOLAB PEST ELIMINATION	5/13/2026	\$134.05	\$134.05	-	-
040855	ENVIRONMENTAL EQUIPMENT & SER	5/13/2026	\$2,469.80	-	\$2,469.80	-
040856	Gopher State One-Call, Inc	5/13/2026	\$22.95	\$22.95	-	-
040857	Granite City Jobbing Co	5/13/2026	\$312.32	\$312.32	-	-
040858	Harry's Frozen Foods	5/13/2026	\$217.00	-	\$217.00	-
040859	Hertzberg Community Solar LLC	5/13/2026	\$1,818.34	\$1,818.34	-	-
040860	Holdingford Gas and Grocery	5/13/2026	\$111.11	\$111.11	-	-
040861	HOLDINGFORD HARDWARE INC.(NON	5/13/2026	\$566.41	\$566.41	-	-
040862	HOLDINGFORD HARDWARE INC.(TAX	5/13/2026	\$4.93	\$4.93	-	-
040863	ILLINOIS CASUALTY COMPANY	5/13/2026	\$1,741.00	\$1,741.00	-	-
040864	Kennedy & Graven, Chartered	5/13/2026	\$916.00	\$916.00	-	-
040865	METERING AND TECHNOLOGY SOLUT	5/13/2026	\$275.40	\$275.40	-	-
040866	MIDCO (CITY)	5/13/2026	\$210.23	\$210.23	-	-
040867	MN DEED	5/13/2026	\$1,428.57	\$1,428.57	-	-
040868	POWERHOUSE OUTDOOR EQUIPMEN	5/13/2026	\$119.28	\$119.28	-	-
040869	Rice Lake Construction Group	5/13/2026	\$0.00	-	-	-
040870	Rocks to Roses Landscaping	5/13/2026	\$60.00	\$60.00	-	-
040871	Shift Technologies, Inc	5/13/2026	\$600.00	\$600.00	-	-
040872	Southern Glazers of MN	5/13/2026	\$744.64	\$744.64	-	-
040873	Star Publications, LLC	5/13/2026	\$190.71	\$190.71	-	-
040874	STEARNS COUNTY AUDITOR-TREASU	5/13/2026	\$2,250.00	\$2,250.00	-	-
040875	STEARNS COUNTY AUDITOR-TREASU	5/13/2026	\$4,356.80	\$4,356.80	-	-
040876	Sysco Western MN	5/13/2026	\$426.27	\$426.27	-	-
040877	Tidy Tina's	5/13/2026	\$886.88	\$886.88	-	-
040878	USA Bluebook	5/13/2026	\$199.96	\$199.96	-	-
040879	Utility Consultants, Inc.	5/13/2026	\$2,519.66	\$2,519.66	-	-
040880	VESTIS (CITY HALL)	5/13/2026	\$62.07	\$62.07	-	-
040881	Viking Coca-Cola Bottling Comp	5/13/2026	\$308.85	\$308.85	-	-
040882	XCEL ENERGY 51-5655037-5	5/13/2026	\$1,767.59	\$1,767.59	-	-

CITY OF HOLDINGFORD

\*Check Reconciliation©

Checking  
10100 NO DESCR

Check Nbr	Vendor Name	Check Date	Amount	Cleared This Month	Amount Not Cleared	Partially Cleared Last Month
040883	XCEL ENERGY 51-5655038-6	5/13/2026	\$1,619.75	\$1,619.75	-	-
040884	XCEL ENERGY 51-5655039-7	5/13/2026	\$672.70	\$672.70	-	-
040885	XCEL ENERGY 51-5655041-1	5/13/2026	\$79.11	\$79.11	-	-
040886	Bernick's Pepsi-Cola	5/28/2026	\$947.06	-	\$947.06	-
040887	C & L Distributing, Inc	5/28/2026	\$1,026.45	-	\$1,026.45	-
040888	Central MN Health & Safety	5/28/2026	\$1,400.00	-	\$1,400.00	-
040889	Dahlheimer Beverage	5/28/2026	\$215.45	-	\$215.45	-
040890	GERAD'S OIL CO., INC	5/28/2026	\$301.54	-	\$301.54	-
040891	Harry's Frozen Foods	5/28/2026	\$68.00	-	\$68.00	-
040892	Hawkins, Inc	5/28/2026	\$611.34	-	\$611.34	-
040893	Joan Frie	5/28/2026	\$101.51	-	\$101.51	-
040894	Johnson Brothers Liquor Co.	5/28/2026	\$1,281.68	-	\$1,281.68	-
040895	Kennedy & Graven, Chartered	5/28/2026	\$1,530.24	-	\$1,530.24	-
040896	Minnesota Department of Health	5/28/2026	\$1,294.00	-	\$1,294.00	-
040897	Opatz Metals	5/28/2026	\$895.00	-	\$895.00	-
040898	Rice Lake Construction Group	5/28/2026	\$2,958.00	-	\$2,958.00	-
040899	Rocks to Roses Landscaping	5/28/2026	\$64.28	-	\$64.28	-
040900	TOSHIBA AMERICA BUSINESS SOLUTI	5/28/2026	\$191.97	-	\$191.97	-
040901	USA Bluebook	5/28/2026	\$306.50	-	\$306.50	-
040902	VESTIS (CITY HALL)	5/28/2026	\$55.12	-	\$55.12	-
040903	VESTIS (MUNI)	5/28/2026	\$79.94	-	\$79.94	-
040904	Viking Coca-Cola Bottling Comp	5/28/2026	\$270.15	-	\$270.15	-

Receipts/Deposits	(\$215,257.94)	(\$204,627.54)	(\$10,680.08)	\$0.00
Payments/Withdrawal	\$16,559.97	\$187,263.85	\$16,559.97	\$0.00

<b>Total Deposits</b>	(\$215,257.94)
<b>Total Checks Written</b>	\$203,774.14
<b>(Outstanding + Cleared)</b>	

\*Next month items not included in Total Deposits & Checks Written

# LARSON EXCAVATING CONTRACTORS, INC.

Po Box 7  
41354 County Road 9  
Holdingsford, MN 56340

<b>PROPOSAL SUBMITTED TO</b>
City of Holdingsford PO Box 69 Holdingsford, MN 56340

<b>DATE</b>	<b>ESTIMATE #</b>
5/27/2026	2026 42A

PROJECT / ADDRESS				
DESCRIPTION	UNIT	Q...	RATE	TOTAL
Locate and Disconnect Water Line for Hydrant at City Ballpark ** Estimated 1 day	DAY	1	4,200.00	4,200.00
<b>PROPOSAL TOTAL</b>				<b>\$4,200.00</b>

Estimate Valid for 30 Days. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. Payments are to be made in installments as work progresses and in full upon completion.

\_\_\_\_\_ DATE / ACCEPTANCE SIGNATURE \_\_\_\_\_

Permit # 26-6-3

Permit Effective Dates \_\_\_\_\_

Parcel ID (PIN) 58.33500.0072

Received \$ 50<sup>-</sup> check # 4553

# City of Holdingford

## Application for Land Use Permit

Property Owner Brenda + Eric Hawn

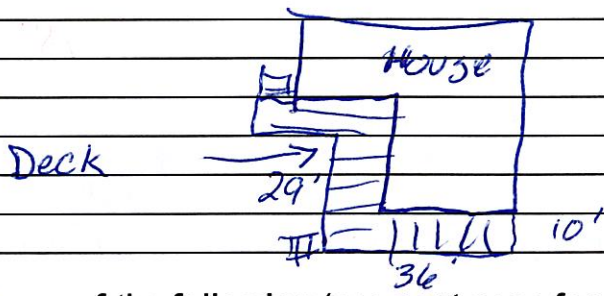
Property Address 740 Riverside Rd Holdingford MN 56340

Phone Number 320-249-4829

Email address \_\_\_\_\_

Contractor Name and phone Jeff Gerads 320-246-1307  
Eric Hawn

Description of Project. **\*\*\*Drawings and site plans must be included\*\*\***



Please check one of the following (see next page for descriptions and fees):

Remodeling Permit. Clerk Signature Required: \_\_\_\_\_

Small Construction Permit. Sign below and continue to page 2

New Construction or Additions. Sign below and continue to page 2

### Applicant Signature:

I hereby attest that, in case such a permit is granted, that all methods and materials comply with the plans and specifications submitted and will be in compliance with all current codes and all ordinances of the City of Holdingford and the State of Minnesota.

Owner Signature [Signature]

Contractor's Signature: [Signature]

Date: 5/27/2020



**Remodeling Permits - \$25.00 Permit Fee** - Includes; building demolition, re-siding, re-shingling, retaining walls 3 foot or higher, deck or patio less than 200 square foot, window replacement, interior remodeling, or basement finishing. Permit requires Clerk's approval.

**Small construction permits - \$50.00 Permit Fee** - Includes; deck or patio 200 square foot or larger, fence 4 feet or higher, new or additional driveways, handicap ramp, and signs over 9 square foot. Permit requires Planning and Zoning Committee review and Council approval.

**New Construction/Addition permits - \$250.00 Permit Fee** - Includes; new house, shed, garage or other building over 200 square foot, moving a building, in-ground pool, or industrial structure. Permit requires Planning and Zoning Committee review and Council approval.

Small construction and new construction permit must be submitted to the city office and granted full approval prior to any work beginning. The Planning and Zoning Committee meets the Wednesday before each City Council meeting at 5:30 pm at City hall. The City Council meets on the second Monday of each month at 7:00 pm at City hall. Failure to obtain a Permit will result in immediate stopping of the project and a fine up to double the permit fee.

**For new construction or small construction permits, complete the following with dimensions in feet to all applicable areas:**

Rear  
Front or width 36' Side or length 29' Height 18''

Number of stories \_\_\_\_\_ Number of units \_\_\_\_\_

Total square footage 550 Value/Cost of Improvement \$10,000

Set back from street (front property line) Not moving closer to Any Property Line

Set back from side property line ~~100 ft~~ 50 ft

Set back from side property line 300 ft

Set back from back property line 200 ft

**The city requires notification of any changes to plans or contractors prior to implementation.**

For Office Use Only

Planning and Zoning Chair

Signature [Signature] Date 6/3/26

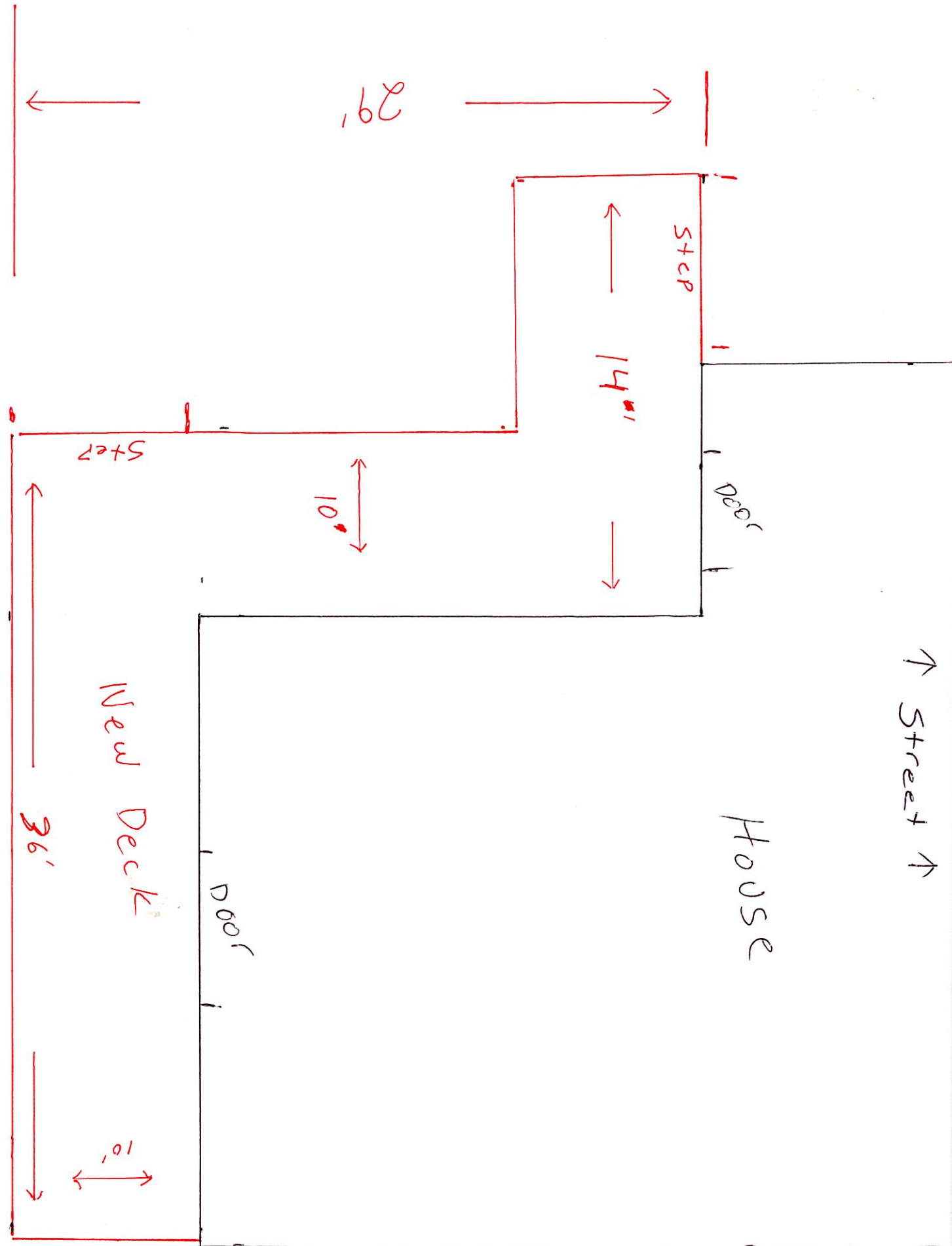
City Council Member/Mayor

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



↑ River 200 ft ↑

↑ Street ↑





681335001072

Clerk's Report:

MDH fees to the state have gone up, and utility bills will reflect this. Going from .81 to 1.27. It is for community water supply service connection fee and is dictated by the State.

Developed Letters and Citations to issue to residents in violation of nuisance ordinances. Working on gathering current photos of properties to issue initial letters.

Submitted a request to the IRS to change the Fed EIN name to City of Holdingford. It has been listed as City of Holdingford Municipal Liquor Store, for many years. This is causing issues with payroll, and banking.

**CITY OF HOLDINGFORD  
STEARNS COUNTY, MINNESOTA**

**RESOLUTION NO. 26-6-1**

**RESOLUTION APPROVING THE FINAL PLAT FOR  
ROMAN’S VIEW PLAT 3 WITHIN THE CITY OF HOLDINGFORD**

**WHEREAS**, the City of Holdingford (the “City”) is a municipal corporation, organized and existing under the laws of Minnesota; and

**WHEREAS**, the City has adopted zoning and subdivision regulations to promote the orderly, economic and safe development and utilization of land; and

**WHEREAS**, Gregory G. Konsor, as Trustee of the Gregory G. Konsor Trust, dated August 13, 2012 (the “Applicant”), has proposed through a plat application to rearrange an existing lot line between the parcels legally described in Exhibit A attached hereto (the “Property”); and

**WHEREAS**, on January 12, 2026, the City Council held a public hearing on the Applicant’s preliminary plat request; and

**WHEREAS**, on February 9, 2026, the City Council approved the Applicant’s preliminary plat via motion; and

**WHEREAS**, the Applicant has now applied for final approval to plat the Property as Roman’s View Plat 3; and

**WHEREAS**, upon review of the final plat, the City Council finds that the final plat is substantially consistent with the approved preliminary plat, the terms and conditions thereof, and the requirements of the City’s subdivision regulations; and

**WHEREAS**, based upon the procedural history, staff comments and analysis, and the recommendations provided, the City Council hereby finds that the final plat for Roman’s View Plat 3 meets the requirements of the City Code, and further finds that approval of the final plat, subject to the conditions outlined below, is warranted.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Holdingford, Minnesota, that based upon review of the application information, and review by City staff and the City Engineer, the City Council hereby approves the final plat of Roman’s View Plat 3 subject to the following conditions:

1. The Applicant shall conform to any and all requirements resulting from the City Attorney’s review of the title work and plat opinion, dated May 7, 2026;

2. The Applicant shall pay all fees and costs incurred by the City as related to the plat and its associated applications, including drafting and review of all necessary documents by consultants.
3. The final plat shall be recorded with Stearns County within 60 days of the date of this approval;
4. All representations, written and oral, made by the Applicant contained in and concerning the application must have been true, complete, and accurate at the time they were made; and
5. The Applicant is in compliance and remains in compliance at all times with all applicable laws, rules, regulations, and agreements concerning the Property for which this approval is granted.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, by the City Council of the City of Holdingford, Minnesota that, only upon the Applicant's compliance with the terms and conditions of this approval and at the direction of the City Attorney, the Mayor and City staff are authorized and directed to sign the final plat on behalf of the City and release it to the Applicant for recording.

**NOW, THEREFORE, BE IT FINALLY RESOLVED**, by the City Council of the City of Holdingford, Minnesota, that City staff and City consultants shall take any appropriate action necessary and convenient in order to accomplish the intent of this Resolution.

Adopted by the Holdingford City Council this 8th day of June, 2026.

---

Travis Harlander, Mayor

Attested:

---

Nicky Lahr, City Clerk-Treasurer

EXHIBIT A

Legal Description of the Property

Parcel 1

Outlot A, Roman's View Plat 2, Stearns County, Minnesota.

LESS AND EXCEPT

All that part of Outlot A and Lot 1, Block 1 of Roman's View Plat 2, Stearns County, Minnesota, described as follows:

Beginning at the northeast corner of said Outlot A, also being the northwest corner of Lot 1, Block 3, Roman's View, Stearns County, Minnesota; thence South 00°08'07" East, assumed bearing along the east line of said Outlot A a distance of 201.25 feet to the southwest corner of said Lot 1, Block 3; thence North 46°47'45" West, 213.95 feet; thence North 89°30'15" West, 419.51 feet; thence North 00°00'00" West, 56.12 feet to the north line of said Lot 1, Block 1; thence South 89°30'15" East, along the north line of said Lot 1, Block 1 and Outlot A, a distance of 575.00 feet to the point of beginning.

Parcel 2

That part of Lot 2 of Auditor's Subdivision No. 14 of Section 9, Township 126 North, Range 30 West, Stearns County, Minnesota (being located in the NW 1/4 SW 1/4 of said Section 9), described as follows: Commencing at the Northeast corner of the NW 1/4 SW 1/4; of said Section 9, thence South 00° 08' 07" East on an assumed bearing along the East line of said NW 1/4 SW 1/4 631.15 feet to the point of beginning of the land to be described; thence continuing South 00° 08' 07" East, along said East line 420.59 feet to its intersection with the center line of Stearns County Road 17; thence South 43° 12' 50" West, along said center line 124.38 feet; thence North 76° 05' 43" West 472.82 feet; thence North 03° 45' 22" East 459.40 feet; thence South 83° 14' 30" East 516.63 feet to the point of beginning.

[To be platted as Roman's View Plat 3, Stearns County, Minnesota]

# CITY OF HOLDINGFORD

## RESOLUTION DESIGNATING AUTHORIZED SIGNERS AND DEPOSITORIES

### RESOLUTION NO. 26-6-2

WHEREAS, the City of Holdingford (“City”) maintains deposit accounts, checking accounts, investment accounts, and other financial services with its designated financial institution(s); and

WHEREAS, it is necessary and in the best interest of the City to formally authorize certain City officials to act on behalf of the City in connection with said accounts;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Holdingford that:

1. Designation of Authorized Depository Officials The Following City officials are hereby designated as authorized representatives (“Depositories”) for all City accounts held at the City’s financial institution(s):
  - Mayor, Travis Harlander
  - Clerk-Treasurer, Nicky Lahr
  - Council Member/acting Mayor, Jayme Opatz
2. Authority Granted Each of the above-named officials is authorized, individually and without the need for additional approval, to exercise the following powers on behalf of the City:
  - Open any deposit or checking accounts in the name of the City
  - Deposit funds into any City account
  - Withdraw funds from any City account
  - Endorse checks and orders for the payment of money
  - Withdraw funds on deposit
  - Endorse, rediscount, or otherwise negotiate instruments payable to the City
  - Execute rediscounts and borrowings made by or on behalf of the City, consistent with applicable law and Council authorization
  - Enter into written leases for safe deposit boxes or similar secured storage services in the name of the City
3. Duration of Authority The authority granted under this Resolution shall remain in full force and effect until the financial institution has received and recorded express written notice of its rescission or modification from the City.
4. Certification The City Clerk-Treasurer is authorized and directed to provide certified copies of this Resolution to the City’s financial institution(s) as needed.

Adopted by the City Council of the City of Holdingford on this 8<sup>th</sup> day of June, 2026.

\_\_\_\_\_ Mayor

\_\_\_\_\_ Clerk-Treasurer

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF HOLDINGFORD, MINNESOTA

AND

STAINLESS KINGS, LLC

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP (RMS)  
2200 IDS Center  
80 South 8th Street  
Minneapolis, Minnesota 55402

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## DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the 8th day of June, 2026, by and between the City of Holdingford, Minnesota (the “City”), a municipal corporation existing under the laws of the State of Minnesota and Stainless Kings, LLC, a Minnesota limited liability company (the “Developer”).

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 through 469.133, the City has heretofore established Municipal Development District No. 1 (the “Development District”) and has adopted a development program therefor (the “Development Program”); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the “Tax Increment Act”), the City has heretofore established, within the Development District, Tax Increment Financing District No. 5 (the “Tax Increment District”) and has adopted a tax increment financing plan therefor (the “Tax Increment Plan”) which provides for the use of tax increment financing in connection with certain development within the Tax increment District and the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, will result in preservation and enhancement of the tax base, provide employment opportunities, and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, other than certain reporting requirements, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, do not apply to this Agreement because the assistance given to the Developer under this Agreement is a business subsidy of less than \$150,000; and

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I  
DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Holdingford, Minnesota;

County means Stearns County, Minnesota;

Developer means Stainless Kings, LLC, a Minnesota limited liability company, its successors and assigns;

Development District means Municipal Development District No. 1, including the real property described in the Development Program;

Development Program means the development program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Legal and Administrative Expenses means the fees and expenses incurred by the City in connection with the adoption of the Tax Increment Financing Plan, the preparation of this Agreement and the issuance of the TIF Note;

Note Payment Date means August 1, 2028, and each February 1 and August 1 of each year thereafter to and including February 1, 2037; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in Minneapolis, Minnesota, as its “reference rate” or any successor rate, which rate shall change as and when that prime rate or successor rate changes;

Project means the construction of an approximately 6,800 square-foot expansion to an existing equipment manufacturing facility on the Development Property located in the City;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property, more particularly described on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 5 located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as an economic development district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on May 11, 2026, and any future amendments thereto;

Tax Increments means 90% of the tax increments derived from the Development Property which have been received and retained by the City in accordance with the provisions of Minnesota Statutes, Section 469.177, which tax increments from the Development Property are calculated in the sole discretion of the City;

Termination Date means the earlier of (i) February 1, 2037, or (ii) the date this Agreement is terminated or rescinded in accordance with its terms;

TIF Note means the Tax Increment Revenue Note (Stainless Kings, LLC Expansion Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, a form of which is attached hereto as Exhibit B; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is an “economic development district” within the meaning of Minnesota Statutes, Section 469.174, Subdivision 12, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for a portion of the costs of the construction of certain Site Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either expressed or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer’s purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder and doing so will not violate its articles of organization, member control agreement or operating agreement, if any, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program and all applicable local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not have been or be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of,

the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(5) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(6) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(7) The Developer shall have commenced construction of the Project by June 30, 2026, and the construction of the Project will be substantially completed by December 31, 2026, subject to Unavoidable Delays.

(8) The Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the construction of the Site Improvements as provided in Article III.

## ARTICLE III

### UNDERTAKINGS BY DEVELOPER AND CITY

#### Section 3.1. Site Improvements and Legal and Administrative Expenses.

(1) The parties agree that the installation of the Site Improvements to be constructed by the Developer is essential to the successful completion of the Project. The costs of the Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of (a) \$65,000, or (b) the actual costs of the Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount") as further provided in Section 3.3.

(2) The Developer shall pay the Legal and Administrative Expenses incurred by the City.

Section 3.2. Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the Reimbursement Amount, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3. Reimbursement: TIF Note. The City shall reimburse the costs identified in Section 3.1(1) through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have (i) demonstrated in writing to the reasonable satisfaction of the City that the construction of the Project is complete and that the Developer has incurred and paid the costs of the construction of the Site Improvements, as described in Section 3.1, and (ii) shall have submitted paid invoices for the costs of construction of the Site Improvements in an amount not less than the Reimbursement Amount.

(2) The unpaid principal amount of the TIF Note shall bear no interest.

(3) The principal amount of the TIF Note shall be payable solely from the Tax Increments.

(4) The payment dates of the TIF Note shall be the Note Payment Dates. On each Note Payment Date and subject to the provisions of the TIF Note, the City shall pay, against the principal outstanding on the TIF Note, any Tax Increments received by the City during the preceding six (6) months. All such payments shall be applied to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal of the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (A) there shall not at

that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2.

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.3, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4. Real Property Taxes. The Developer acknowledges that it is obligated under law to pay all real property taxes payable with respect to all and any parts of the Development Property until the Developer's obligations have been assumed by any other person, with the written consent of the City, pursuant to the provisions of this Agreement.

The Developer agrees that, so long as it owns all or any portion of the Development Property, prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date; and

(4) It will not seek a reduction in the market value as determined by the Stearns County Assessor of the Project or other facilities, if any, that it constructs on the Development Property, pursuant to the provisions of this Agreement, for so long as the TIF Note remains outstanding.

Section 3.5. Prohibition Against Transfer of Project and Assignment of Agreement. The Developer represents and agrees that prior to the Termination Date of this Agreement the Developer shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City. The City shall be entitled to require as conditions to any such approval that:

(1) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(3) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Project.

Section 3.6. DEED Reports. The Developer shall provide the City with information about the Project as requested by the City so that the City can satisfy the reporting requirements of Minnesota Statutes, Section 116J.994, Subd. 8.

## ARTICLE IV

### EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes and special assessments levied against the Development Property and all public utility or other City payments due and owing with respect to the Development Property when due and payable.

(2) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(4) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(5) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due; or

(d) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, liquidator or trustee of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days’ written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the fees of such attorneys and such other expenses so incurred by the City.

Section 4.6. Indemnification of City.

(1) The Developer (a) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (b) covenants and agrees that the Indemnified Parties shall not be liable for, and (c) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or on the Development Property.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in

this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as an “economic development district” under Section 469.174, Subdivision 12, of the Act and Section 469.176, Subdivision 4c. or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4c.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

## ARTICLE V

### DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1. The Developer's Option to Terminate. This Agreement may be terminated by the Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2. Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer to the City within sixty (60) days after the date when such option to terminate may first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its rights to terminate this Agreement due to such occurrence or event.

Section 5.3. Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.2; or to make any further payments on the TIF Note.

## ARTICLE VI

### ADDITIONAL PROVISIONS

Section 6.1. Restrictions on Use. Until termination of this Agreement, the Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as an equipment fabrication facility and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 6.2. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 6.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

Stainless Kings, LLC  
Attention: Robert Warzecha  
42537 171st Avenue  
Holdingford, MN 56340

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Holdingford, Minnesota  
Attention: City Clerk/Treasurer  
420 Main Street  
PO Box 69  
Holdingford, MN 56340

with a copy to:

Taft Stettinius & Hollister LLP  
Attention: Mary Ippel  
2200 IDS Center  
80 South 8th Street  
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7. Expiration. This Agreement shall expire on the Termination Date, unless earlier terminated or rescinded in accordance with its terms.

Section 6.8. Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9. Assignability of TIF Note. The TIF Note may only be assigned pursuant to the terms of the TIF Note.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF HOLDINGFORD, MINNESOTA

By \_\_\_\_\_  
Its Mayor, Travis Harlander

By \_\_\_\_\_  
Its City Clerk/Treasurer, Nicky Lahr

This is a signature page to the Development Agreement by and between the City of Holdingford, Minnesota and Stainless Kings, LLC

Stainless Kings, LLC

By \_\_\_\_\_  
Its \_\_\_\_\_

This is a signature page to the Development Agreement by and between the City of Holdingford, Minnesota and Stainless Kings, LLC

EXHIBIT A

Description of Development Property

Property located in the City of Holdingford, Stearns County, Minnesota with the following property identification number:

58.33400.0000

EXHIBIT B

Form of TIF Note

No. R-1

\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF STEARNS  
CITY OF HOLDINGFORD

TAX INCREMENT REVENUE NOTE  
(STAINLESS KINGS, LLC EXPANSION PROJECT)

The City of Holdingford, Minnesota (the “City”), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the “Payment Amounts”) to Stainless Kings, LLC (the “Developer”) or its registered assigns (the “Registered Owner”), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$65,000 as provided in that certain Development Agreement, dated as of May 11, 2026, as the same may be amended from time to time (the “Development Agreement”), by and between the City and the Developer. This Note bears no interest.

The amounts due under this Note shall be payable on August 1, 2028, and on each February 1 and August 1 thereafter to and including February 1, 2037, or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the “Payment Dates”). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall be applied to principal. This Note is prepayable by the City, in whole or in part and without penalty, on any date.

The Payment Amounts due hereon shall be payable solely from 90% of the tax increments (the “Tax Increments”) from the Development Property (as defined in the Development Agreement) within the City’s Tax Increment Financing District No. 5 (the “Tax Increment District”) within its Municipal Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the “Tax Increment Act”). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(2) thereof or the Developer shall have terminated the Development Agreement under Article V thereof, on the date the Tax Increment District is

terminated, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.3 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

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

IN WITNESS WHEREOF, City of Holdingford, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Clerk/Treasurer and has caused this Note to be dated as of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
City Clerk/Treasurer

\_\_\_\_\_  
Mayor

**DO NOT EXECUTE UNTIL PAID INVOICES FOR SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).**

**CERTIFICATION OF REGISTRATION**

It is hereby certified that the foregoing Note was registered in the name of Stainless Kings, LLC and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF CITY CLERK/TREASURER</u>
Stainless Kings, LLC Attention: Robert Warzecha 42537 171st Avenue <u>Holdingsford, MN 56340</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## EXHIBIT C

### Site Improvements

Building Permit Fees  
Demolition  
Engineering  
Environmental Testing  
Foundations and Footings  
Grading/Earthwork  
Landscaping, Including Irrigation  
Onsite Utilities  
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements  
Outdoor Lighting  
Parking  
SAC/WAC Connections  
Site Preparation  
Site Utilities  
Soil Testing & Boring  
Storm Water/Ponding  
Survey



Hello,

My great-aunt, Janice Paggen, recently passed away. She and her late-husband, Jim Paggen, owned Jim's Snowmobile & Marine.

Rather than purchasing flowers, our family is considering contributing toward a memorial bench in her honor. We were wondering if the city has any regulations, requirements, or programs regarding the placement of memorial benches.

Ideally, we would like the bench to be located near the Gateway to Lake Wobegon park area. If this is possible, we would appreciate any information on the process, costs, and approval requirements.

Please let me know at your earliest convenience. Thank you for your time and assistance.

Sincerely,

Sara