

AGENDA
HARMONY CITY COUNCIL
Regular Meeting

January 8, 2019
7:00 P.M.

Council Room
Community Center

1. Call To Order
2. Roll Call
3. Oath of Office
4. Public Forum
5. Consent Agenda
 - a. Minutes
 - b. Claims
 - c. Administrator Report
 - d. Financial Report
 - e. CD
 - f. Annual Appointments
 - g. Close out 2017 Project Fund
 - h. Close out TIF District 5
 - i. Bond Payment
 - j. Hammel House Development Assessments
6. Reports
 - a. Fillmore Central Schools
 - b. Building & Maintenance Report
 - c. EDA Board
 - d. Park Board
 - e. Library Board
 - f. Arts Board
 - g. COLA
7. Adjourn

**BACKGROUND INFORMATION
HARMONY CITY COUNCIL
REGULAR MEETING**

**January 8, 2019
7:00 P.M.**

**Council Room
Community Center**

1. Call To Order
2. Roll Call
3. Oath of Office-Steve Donney, Steve Sagen, Tony Webber
4. Public Forum
5. Consent Agenda
 - a. Minutes
 - b. Claims
 - c. Administrator Report-See report.
 - d. Financial Report-See report.
 - e. CD-Cash in CD #43885.
 - f. Annual Appointments-Consider resolution 19-01.
 - g. Close out 2017 Project Fund-Consider closing out shortfall \$8,164.50 to general fund.
 - h. Close out TIF District 5-Consider final payment of \$11,992.98 to county to close out district.
 - i. Bond Payment-Transfer \$27,690.00 for principal and interest on 2/1/19 for 2013B Bond. Transfer \$25,113.75 for principal and interest on 2/1/19 for 2014A Bond.
 - j. Hammel House Development Assessments-Consider resolution 19-02.
6. Reports
 - a. Fillmore Central Schools-Consider agreements with school for area north of community center.
 - b. Building & Maintenance Report-Update Sewer Main Repair Niagara Court.
 - c. EDA Board-Consider meeting with EDA and School Board at 5:30pm on March 12.
 - d. Park Board
 - e. Library Board
 - f. Arts Board
 - g. COLA-Consider annual COLA adjustment.
7. Adjourn

DECEMBER 11, 2018

REGULAR MEETING

HARMONY CITY COUNCIL

A Regular meeting of the Harmony City Council was called to order by Mayor Steve Donney at 7:00 PM. Present were Mayor Donney, Councilmembers Steve Sagen, Kyle Morem, Lynn Mensink and Council-elect Tony Webber; Attorney Greg Schieber, Administrator Jerome Illg, Chris Skaalen, Stuart Morem, Umbelina Cremer, Chris Johnson, Terry Bigalk, Dave Larson, Melissa VanderPlas, Hannah Wingert and Eileen Schansberg. Absent was Councilmember Debbie Swenson.

TRUTH IN TAXATION Hearing:

No One from the Community was present to discuss the upcoming 2019 Budget.

PUBLIC FORUM:

No One appeared for Public Forum.

CONSENT AGENDA:

Motion by Morem and seconded by Sagen to approve the Consent Agenda which consisted of the Minutes to the November 13, 2018 Council Meeting, the Claims, the Administrator's Report, the Financial Report and cashing in CD #43884 to the General Fund. All present voting yes. Absent was Swenson. Motion carried.

FIREMEN'S MEMORIAL:

Chris Skaalen and Stuart Morem gave an update on the Firemen Memorial. Skaalen stated there is \$10,000 down payment necessary to begin the \$40,000 bronze Statue. It was noted that approximately \$50,000 was raised for the project. The project all done was an \$80,000 project. The group is hoping to defray some of the costs with in-kind donations towards installation and site preparation. Motion by Sagen and seconded by Mensink to sign the "SINGLE FIREFIGHTER" SCULPTURE COMMISSION AGREEMENT. All present voting yes. Absent was Swenson. Motion carried.

HARMONY AREA COMMUNITY FOUNDATION:

Umbelina Cremer, HACF member, requested that their annual SWING INTO SPRING Fundraiser Event be held at the Community Center on April 6, 2019. One of the concerns would be allowing alcohol. It was mentioned that a current liquor license holder could request to serve off-site and provide insurance coverage that they can serve off-site. The council had no objections as long as the Business serving the event provided proof of insurance and an off-site liquor license approval.

BUILDING & MAINTENANCE:

At the recommendation of the Utility Committee, the sewer main needs to be repaired from Wickett Dr to the north lift station. Cost estimates were gathered to either line the sewer main or dig in a new sewer main. TLC Construction gave an estimate of \$13,900 to dig in a new pipe and would be done before spring. Consensus of the Council was to get it replaced. It is anticipated that the new plow truck will be ready soon. Motion by Donney and seconded by Morem to approve the payment of the truck, if necessary, to receive truck prior to next council meeting. All present voting yes. Absent was Swenson. Motion carried.

Discussion held on the need for a sludge tank catwalk for safety reasons. The estimate was high and other options will be investigated. Johnson thought it was too much money for the amount of samples that are taken from the tank.

Johnson stated there were issues with the Bubbler System in the wet well not working. Johnson had received a quote on an Ultrasonic System for \$1,250. Morem Electric cost was approximately \$1,000 for labor. Consensus was to proceed with repairs.

A Quote to remodel the women's restrooms in the Community was reviewed. The city staff would remove the wall and floor for the plumber to do the plumbing of the toilet installations for a cost of \$9,000. The staff would put the restroom back together. Administrator Illg mentioned that this cost is only for the women's restroom, and does not include partitions (estimate \$4,500) or building materials (unknown) to restore the restroom. Motion by Donney and seconded by Mensink to begin the restroom remodel. All present voting yes. Absent was Swenson. Motion carried.

EDA REPORT:

An Engineering & Design Reimbursement Agreement was presented between Dairyland Power and the EDA for option to acquire land in the Industrial Park. Motion to enter into the ENGINEERING & DESIGN REIMBURSEMENT AGREEMENT by Donney and seconded by Sagen. Voting for was Donney, Sagen and Mensink. Abstained from voting was Morem. Absent was Swenson. The motion carried.

PARK BOARD:

An update was given on the Trailhead Park Free Note Project. Money has been raised from the Harmony Area Community Foundation of \$11,248 and a SMIF grant of \$10,000 to order the equipment before the end of the year. The Park Board is requesting up to \$5,000 from the Wilkenson Memorial Funds to pay for the site preparation costs and concrete pad/base to install the equipment. Motion by Donney and seconded by Morem to get order the equipment and utilize funds Wilkenson funds to complete project. All present voting yes. Absent was Swenson. Motion carried.

The North Park Basketball Court renovation will begin next spring. The project is estimated to cost approximately \$27,000 for new concrete court, lights, and backboards. The Lion's Club has pledged \$1,500, Harmony Area Community Foundation \$10,000, and Fillmore Central Booster Club \$1,500 towards the project. The Park Board is requesting up to \$14,000 from the Wilkenson Memorial Funds to be used to complete this project. Motion by Morem and seconded by Mensink to use \$14,000 from the Wilkenson Memorial Fund and proceed with the renovation of the basketball court in North Park. All present voting yes. Absent was Swenson. Motion carried.

Fillmore Central Schools as part of their football field renovations in the north park area will be installing restroom facilities. The school approached the Park Board to see if the city was interested in utilizing the facilities. The Park Board discussed and offered to maintain (general maintenance-stock and clean) the restroom area. If this is agreeable to the school, Administrator Illg will work on a Maintenance Agreement with the Fillmore Central Schools.

LIBRARY BOARD:

The Fillmore County Libraries will be receiving an increase \$5,500 for the next three years from the SELCO contract agreement. This increase will be divided amongst all the Fillmore County Libraries.

ARTS BOARD:

Driftless Movie is being shown in January that portrays the karst in the area and Niagara Cave. Fillmore Central Choir has been invited to sing at a Wild Hockey game and are looking for help funding the trip.

2019 BUDGET:

Motion by Morem and seconded by Sagen to approve: A RESOLUTION CERTIFYING THE PROPOSED PROPERTY TAX LEVY TO THE COUNTY AUDITOR FOR 2018 TAXES PAYABLE IN 2019.

Voting for the Resolution was: Donney, Morem, Mensink, and Sagen

Voting against the Resolution was: No One

Abstained from voting was: No One

Absent from voting was: Swenson

The motion carried and Resolution was adopted.

It was mentioned that Deb Swenson has resigned from the EDA board as of 12/31/18. There will need to be a council member appointed to the board.

Administrator Illg thanked Morem for his years of service on the council.

Mayor Donney adjourned the meeting.

Mayor Steve Donney

Eileen Schansberg, Deputy Clerk

CITY OF HARMONY
City Council Claims for Review

January 8, 2019

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 101 General Fund					
General Fund		Union Central Pension Fund	CENTRAL PENSION FUND	Union pension contribution	\$264.00
General Fund		Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union health insurance	\$3,720.00
General Fund		Union Dues	IUOE LOCAL #49	Union dues-Brian/Chris/Corey	\$105.00
General Fund		NCPERS Insurance	NCPERS GROUP LIFE INS	511800	\$48.00
General Fund		Life Insurance	USABLE LIFE	101421301G	\$75.10
General Fund	Administration	General Operating Supplies	1 SOURCE	office supplies	\$286.91
General Fund	Administration	Repair/Maint Office Equipment	METRO SALES	qtrly copy machine contract	\$276.94
General Fund	Civil Defense	Repair/Maint Other Improve	ANCOM TECHNICAL CENTER	siren repair/new batteries	\$909.20
General Fund	Civil Defense	Telephone	HARMONY TELEPHONE COMPANY	Sirens/DSL Phone	\$89.58
General Fund	Community Center	Building Repair Materials	DAKOTA SUPPLY GROUP	6 heater control boards for Comm Ctr	\$1,217.40
General Fund	Community Center	Building Repair Materials	KINGSLEY MERCANTILE	paint for Sr Room	\$150.90
General Fund	Community Center	Cleaning Supplies	DALCO	paper towels/nitrile gloves	\$196.61
General Fund	Community Center	Cleaning Supplies	DALCO	paper goods to be reimbursed by UMC	\$55.78
General Fund	Community Center	Cleaning Supplies	TEIGEN PAPER & SUPPLY	garbage bags	\$169.97
General Fund	Community Center	Contractual Services	CUSTOM COMMUNICATIONS, INC	Quarterly Alarm monitor Comm Ctr	\$94.50
General Fund	Community Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Comm Ctr	\$2,672.85
General Fund	Community Center	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Comm Ctr	\$714.64
General Fund	Community Center	General Operating Supplies	HARMONY FOODS	supplies	\$4.98
General Fund	Community Center	General Operating Supplies	HARMONY FOODS	office supply	\$19.47
General Fund	Community Center	General Operating Supplies	KINGSLEY MERCANTILE	painting supplies/traps/phone cord	\$118.48
General Fund	Community Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-pickup	\$69.88
General Fund	Community Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Comm Ctr	\$67.80
General Fund	Community Center	Telephone	HARMONY TELEPHONE COMPANY	Admin Phone/DSL	\$213.70
General Fund	Community Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Comm Ctr	\$42.53
General Fund	Community Events	General Operating Supplies	DOWE, BETTY	Cinnamon Rolls Golden Happenings	\$42.33
General Fund	Community Events	General Operating Supplies	HARMONY FOODS	foam cups-Golden Happenings	\$2.56
General Fund	Community Events	General Operating Supplies	HARMONY FOODS	Water/Apple Juice Golden Happenings	\$7.97
General Fund	Community Events	Program Services	DOWE, BETTY	Bowling for Golden Happenings	\$45.00
General Fund	Financial Administration	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	progress billing 2018 Audit	\$900.00
General Fund	Ice & Snow Removal	Contractual Services	BRUENING ROCK PRODUCTS, INC	snow removal	\$1,150.00
General Fund	Ice & Snow Removal	Equipment Parts	ELAN FINANCIAL SERVICES	Lightbar for plow truck	\$67.64
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	KWIK TRIP,INC	diesel-snow removal	\$73.51
General Fund	Ice & Snow Removal	Motor Vehicles	AUTO LICENSE BUREAU	Title/Reg 19 Int Truck	\$2,710.81
General Fund	Ice & Snow Removal	Motor Vehicles	INTERSTATE MOTOR TRUCKS, INC	'19 International Truck Chassis	\$40,908.64
General Fund	Ice & Snow Removal	Motor Vehicles	UNIVERSAL TRUCK EQUIPMENT	Equipment for Plow Truck	\$89,076.00
General Fund	Ice & Snow Removal	Repair/Maint Other Improve	BRUENING ROCK PRODUCTS, INC	spreader truck time	\$105.00

CITY OF HARMONY
City Council Claims for Review

January 8, 2019

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
General Fund	Ice & Snow Removal	Repair/Maint Other Improve	BRUENING ROCK PRODUCTS, INC	rock	\$122.82
General Fund	Legal Services	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	Legal services for Dec	\$437.50
General Fund	Personnel Administration	General Operating Supplies	SCHANSBERG, EILEEN	wellness program	\$16.33
General Fund	Personnel Administration	Uniforms	JOHNSON, CHRIS	Union Clothing Allowance	\$276.95
General Fund	Personnel Administration	Uniforms	WHALEN, COREY	Union clothing allowance	\$99.97
General Fund	Police Department	Telephone	HARMONY TELEPHONE COMPANY	Police Phone	\$44.83
General Fund	Public Works Buildings	Cleaning Supplies	KRIVACHEK JANITORIAL SUPPLY	broom/Squeege	\$121.25
General Fund	Public Works Buildings	Cleaning Supplies	TEIGEN PAPER & SUPPLY	garbage bags	\$55.99
General Fund	Public Works Buildings	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Shop	\$269.52
General Fund	Public Works Buildings	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Shop	\$385.28
General Fund	Public Works Buildings	General Operating Supplies	KINGSLEY MERCANTILE	batteries/paint/air freshners	\$24.44
General Fund	Public Works Buildings	General Operating Supplies	MISSISSIPPI WELDERS SUPPLY CO	O2 cylinders	\$51.15
General Fund	Public Works Buildings	General Operating Supplies	S & S AUTOMOTIVE	adapter/rechargable battery	\$42.48
General Fund	Public Works Buildings	General Operating Supplies	SUPERIOR CHEMICAL CORP	lubricant and hand lotion	\$88.55
General Fund	Public Works Buildings	Small Tools and Minor Equip	KINGSLEY MERCANTILE	toolbox/bungees/gloves	\$53.13
General Fund	Public Works Buildings	Telephone	HARMONY TELEPHONE COMPANY	Shop DSL	\$44.95
General Fund	Public Works Buildings	Water Utilities	HARMONY PUBLIC UTILITIES	water-Shop	\$19.93
General Fund	Streets	Repair/Maint Other Improve	DUNN BLACKTOP COMPANY	street patching	\$39,294.58
General Fund	Visitor Center	Building Repair Materials	KINGSLEY MERCANTILE	bulbs, filters, hose fitting	\$83.55
General Fund	Visitor Center	Cleaning Supplies	TEIGEN PAPER & SUPPLY	garbage bags	\$111.98
General Fund	Visitor Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Vis Ctr	\$98.71
General Fund	Visitor Center	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Vis Ctr	\$517.30
General Fund	Visitor Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas- pickup	\$69.88
General Fund	Visitor Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Vis Ctr	\$25.08
General Fund	Visitor Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Vis Ctr	\$15.83
Fund 101 General Fund					\$189,045.66
Fund 211 Library Fund					
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	audio books	\$68.72
Library Fund	Library	Media-Books	BAKER & TAYLOR	Books	\$2.99
Library Fund	Library	Media-Books	BAKER & TAYLOR	Books	\$68.51
Library Fund	Library	Media-Books	BAKER & TAYLOR	Books	\$19.27
Library Fund	Library	Media-Books	CENTER POINT LARGE PRINT	Lg print book subscription	\$1,625.04
Library Fund	Library	Media-Books	JUNIOR LIBRARY GUILD	subscription for Childrens books	\$631.40
Library Fund	Library	Media-Books	SOUTHEASTERN LIBRARIES COOP	Lost book	\$25.00
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$22.99
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$44.98
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$69.84

CITY OF HARMONY
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January 8, 2019

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$19.96
Library Fund	Library	Motor Fuels/Lubricants	KWIK TRIP,INC	van gas	\$12.89
Library Fund	Library	Office Accessories	DEMCO, INC	Album pages for DVDs	\$280.36
Library Fund	Library	Repair/Maint Office Equipment	METRO SALES	copier maintenance	\$370.59
Library Fund	Library	Telephone	HARMONY TELEPHONE COMPANY	Library Phone	\$44.49
Fund 211 Library Fund					\$3,307.03
Fund 222 Fire Fund					
Fire Fund	Fire Department	General Operating Supplies	KINGSLEY MERCANTILE	lights/chamers for Light parade	\$184.90
Fire Fund	Fire Department	Other Equipment	CLAREY S SAFETY EQUIPMENT, INC	air monitor & gas detection Equip	\$1,120.48
Fire Fund	Fire Stations and Bldgs	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Firehall	\$317.27
Fire Fund	Fire Stations and Bldgs	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Firehall	\$456.38
Fire Fund	Fire Stations and Bldgs	Repair/Maint Bldg/Structures	INTERSTATE POWER SYSTEMS, INC	Generator inspection Firehall	\$868.75
Fire Fund	Fire Stations and Bldgs	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Firehall	\$24.60
Fire Fund	Fire Stations and Bldgs	Telephone	HARMONY TELEPHONE COMPANY	Fire Phone	\$44.11
Fire Fund	Fire Stations and Bldgs	Water Utilities	HARMONY PUBLIC UTILITIES	water-Firehall	\$15.53
Fund 222 Fire Fund					\$3,032.02
Fund 223 Ambulance Fund					
Ambulance Fund		Ambulance Accounts Receivab	HUMANA HEALTH CARE PLANS	Refund Overpayment RT	\$94.54
Ambulance Fund	Ambulance Service	Cleaning Supplies	HARMONY FOODS	laundry detergent	\$8.99
Ambulance Fund	Ambulance Service	Dues	MINNESOTA AMBULANCE ASSOC.	2019 Dues	\$334.50
Ambulance Fund	Ambulance Service	Medical and Dental Fees	GOLD CROSS AMBULANCE	Intercept chgs ML	\$201.45
Ambulance Fund	Ambulance Service	Medical Supplies	ELAN FINANCIAL SERVICES	Albuterol	\$12.25
Ambulance Fund	Ambulance Service	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	medical supplies	\$290.37
Ambulance Fund	Ambulance Service	Motor Fuels/Lubricants	KWIK TRIP,INC	diesel-Amb	\$314.57
Ambulance Fund	Ambulance Service	Repair/Maint Vehicles	DECORAH AUTO CENTER	Oil Chg & full service Ambulance	\$97.38
Ambulance Fund	Ambulance Service	Taxes, Licenses & Permits	ELAN FINANCIAL SERVICES	NREMT Recert Fee-Arden Willford	\$15.00
Ambulance Fund	Ambulance Service	Taxes, Licenses & Permits	ELAN FINANCIAL SERVICES	NREMT Recert Fee-Gerri Nielsen	\$15.00
Fund 223 Ambulance Fund					\$1,384.05
Fund 251 Park Fund					
Park Fund	Parks	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Parks	\$169.47
Fund 251 Park Fund					\$169.47
Fund 261 Arts Fund					
Arts Fund	Arts	Advertising	BLUFF COUNTRY NEWSPAPER GROUP	advertise Decode Driftless	\$150.00
Arts Fund	Arts	Advertising	FILLMORE COUNTY JOURNAL	Drifters movie Ad	\$147.02
Arts Fund	Arts	Program Services	JEM THEATRE	Jem Theatre Decoding the Driftless	\$60.00

CITY OF HARMONY
City Council Claims for Review

January 8, 2019

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Arts Fund	Arts	Taxes, Licenses & Permits	ASCAP	2019 Copyright License	\$357.00
Fund 261 Arts Fund					\$714.02
Fund 318 G.O. Bond 2017A					
G.O. Bond 2017A	G.O. Impr & Rev Note 201	Debt Service Interest	FIRST INDEPENDENT BANK-RUSSELL	2017A Bond payment Int	\$13,115.00
G.O. Bond 2017A	G.O. Impr & Rev Note 201	Debt Service Principal	FIRST INDEPENDENT BANK-RUSSELL	2017A Bond payment	\$63,500.00
Fund 318 G.O. Bond 2017A					\$76,615.00
Fund 418 TIF District #5 (Antique Mall)					
TIF District #5 (Antique	Economic Development	Miscellaneous	FILLMORE COUNTY TREASURER	Decertified Tif Dist 5	\$11,992.98
Fund 418 TIF District #5 (Antique Mall)					\$11,992.98
Fund 601 Water Fund					
Water Fund		Revenue Bonds Payable NC	FIRST INDEPENDENT BANK-RUSSELL	2017A Bond payment	\$8,000.00
Water Fund		F/A-Other Equipment	METERING & TECHNOLOGY SOLUTIO	metering software/radio & on site training	\$2,300.00
Water Fund	G.O. Impr & Rev Note 201	Debt Service Interest	FIRST INDEPENDENT BANK-RUSSELL	2017A Bond payment interest	\$1,525.00
Water Fund	Water Utility Administratio	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	progress billing 2018 Audit	\$900.00
Water Fund	Water Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-pumphouses	\$1,387.73
Water Fund	Water Utility Operation	Gas Utilities	MINNESOTA ENERGY	monthly gas service-pumphouses	\$118.88
Water Fund	Water Utility Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Water Testing Lab Fees	\$40.00
Water Fund	Water Utility Operation	Repair/Maint Machinery/Equip	INTERSTATE POWER SYSTEMS, INC	Generator inspection Well House	\$445.32
Water Fund	Water Utility Operation	Small Tools and Minor Equip	KINGSLEY MERCANTILE	screw driver	\$4.99
Fund 601 Water Fund					\$14,721.92
Fund 602 Sewer Fund					
Sewer Fund	Sewer Administration	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	progress billing 2018 Audit	\$900.00
Sewer Fund	Sewer Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine	\$249.76
Sewer Fund	Sewer Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-WWTP/Lifts	\$1,383.21
Sewer Fund	Sewer Operation	Gas Utilities	MINNESOTA ENERGY	monthly gas service-WWTP	\$763.91
Sewer Fund	Sewer Operation	General Operating Supplies	KINGSLEY MERCANTILE	adapters/valve/glue/washers	\$32.42
Sewer Fund	Sewer Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Wastewater Testing Lab Fees	\$885.90
Sewer Fund	Sewer Operation	Motor Fuels/Lubricants	RUN RIGHT POWER LLC	Premix fuel	\$7.49
Sewer Fund	Sewer Operation	Repair/Maint Machinery/Equip	INTERSTATE POWER SYSTEMS, INC	Generator inspection N Lift Station	\$340.00
Sewer Fund	Sewer Operation	Repair/Maint Machinery/Equip	INTERSTATE POWER SYSTEMS, INC	Generator Inspection South Lift Station	\$340.00
Sewer Fund	Sewer Operation	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-WWTP	\$1,970.68
Sewer Fund	Sewer Operation	Small Tools and Minor Equip	KINGSLEY MERCANTILE	torch kit	\$32.11
Sewer Fund	Sewer Operation	Telephone	HARMONY TELEPHONE COMPANY	Lift Stations Dialer/DSL Phone	\$171.61
Sewer Fund	Sewer Operation	Utility Maint Materials	TEAM LABORATORY CHEM. CORP.	lift station degreaser/Mega Bugs	\$2,647.50
Sewer Fund	Sewer Operation	Utility Maint Materials	USA BLUEBOOK	ear plugs & safety glasses	\$142.26

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January 8, 2019

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Sewer Fund	Sewer Operation	Utility Maint Materials	USA BLUEBOOK	dechlorination tabs	\$176.80
Sewer Fund	Sewer Operation	Water Utilities	HARMONY PUBLIC UTILITIES	water-WWTP	\$1,231.83
Fund 602 Sewer Fund					\$11,275.48
Fund 603 Solid Waste Fund					
Solid Waste Fund	Solid Waste Administration	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	progress billing 2018 Audit	\$900.00
Fund 603 Solid Waste Fund					\$900.00
Fund 604 Electric Fund					
Electric Fund		F/A-Other Equipment	METERING & TECHNOLOGY SOLUTIO	metering software/radio & onsite training	\$2,300.00
Electric Fund	Electric Utility Operation	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$71,037.92
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-streetlights	\$1,393.52
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-TownClock	\$13.14
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	locates/no locates	\$2.70
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	INTERSTATE POWER SYSTEMS, INC	Generator inspection trailer generator	\$620.00
Electric Fund	Electric Utility Operation	Utility Maint Materials	MOREM ELECTRIC, INC	crimps picked up for Minnowa Constructio	\$69.12
Electric Fund	Electric UtilityAdministratio	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	progress billing 2018 Audit	\$900.00
Electric Fund	Electric UtilityAdministratio	Postage	HARMONY ENTERPRISES COMPANY	UPS transformer samples	\$14.57
Fund 604 Electric Fund					\$76,350.97
Fund 620 Economic Development Authority					
Economic Development	Economic Development	Planning & Development Fees	CEDA	1st Qtr Ceda Contract	\$7,573.25
Economic Development	Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA Phone	\$24.30
Economic Development	Industrial Park	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	Legal service for Dairyland Agreements	\$203.00
Fund 620 Economic Development Authority					\$7,800.55
					\$397,309.15

ADMINISTRATOR'S REPORT

For the Period from December 11, 2018 to January 8, 2019

ADMINISTRATION

Part I is complete of Wellhead Protection Plan for new well.

Gathering quotes and options for sound system for council room.

Preparing audit and administering year-end reporting.

Updated USDA grant application to upgrade generator at WWTP and for motorized scissors lift. Consideration on hold due to federal government shutdown.

Met with school to discuss their football field project. They inquired about our interest in utilizing their restrooms for our park operations if we would maintain them. The park board discussed this matter. If it is agreeable with them, a maintenance contract with be drafted.

Training on new meter reading device.

UTILITY/BUILDING COMMITTEE

MNDOT has finished up mill and overlay on TH139 from Hwy 52 to State Line in 2017. MNDOT hopes to be closing out project soon for remaining funds determination.

Coordinating paperwork with school for land swap by community center for baseball field and parking lot. Due to the removal of most trees, school has agreed to cooperatively plant some trees in the spring.

Underground wire, boring, and trenching has been installed for southeast electrical line project by MiEnergy. A few trees will be trimmed or removed along our existing electric line from 5th St SE to Center St E on the alley between 2nd Ave SE and 3rd Ave SE for an additional line to loop the 3-phase service as part of the project. They will be energizing transformers and tying over services in the next phase of the project. A few new poles have been set. The Niagara Court upgrades are completed.

Community center bathroom renovations will start soon.

Discussed sewer main repair options by Niagara Court. It was discovered that due to the severity of the soils when the repairs began that it would not be safe and feasible to put in a new line. Another estimate was obtained for lining the sewer main. It is anticipated to be lined when conditions allow.

Begun discussing future street and utility projects on which streets and utilities to do.

Administered roof inspections for visitor center and WWTP. Repairs are completed at visitor center. Repairs will be completed at WWTP when conditions allow.

City of Harmony
Cash Balance Report
November 2017 and November 2018

<u>Fund Description</u>	<u>November-17</u>	<u>November-18</u>
General Fund	707,821.01	742,188.02
Revolving Loan Fund	41,670.69	91,461.03
Commercial Rehab Fund	6,264.71	11,906.70
Library Fund	(28,744.02)	14,990.50
Fire Fund	48,279.65	33,058.76
Ambulance Fund	9,885.35	107,123.34
Park Fund	40,795.22	77,558.52
Arts Fund	2,195.99	5,330.20
GO Improvement 2010A-3rd St SW	34,990.08	40,003.55
GO Tax Abatement 2013A-Comm Cntr	(11,278.22)	7,530.78
GO Improvement 2013B-Heritage Grove	8,329.23	24,544.67
GO Improvement 2014A-1st Ave SW	134,607.09	32,892.57
GO Improvement 2017A-Various	20,159.86	102,796.38
Capital Projects Fund	646,553.24	890,821.50
TIF District #5-Antique Mall	7,349.07	15,123.54
TIF District #6-HECO	4,531.33	14,152.72
2017 Street and Utility Project	115,140.74	(8,164.50)
Water Fund	188,183.56	212,223.73
Sewer Fund	47,638.98	71,659.15
Solid Waste Fund	(773.80)	9,378.29
Electric Fund	584,781.07	716,323.33
Storm Water Fund	11,664.67	12,664.96
Economic Development Fund	53,011.14	81,599.23
Total	<u><u>2,673,056.64</u></u>	<u><u>3,307,166.97</u></u>

Resolution No. 19-01

**A RESOLUTION MAKING APPOINTMENTS TO CERTAIN POSTS AND OFFICES
OF THE CITY OF HARMONY FOR THE YEAR 2019**

BE IT HEREBY RESOLVED, that the persons and firms named on the attached Appendix A be and are hereby appointed to their respective posts or offices for the City of Harmony, Fillmore County, Minnesota, for the term of one year (unless otherwise stated in said Exhibit A) beginning January 1, 2019.

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:

Motion carried and resolution adopted this 8th day of January 2019.

Steve Donney, Mayor

ATTEST:

Jerome Illg, City Administrator

Exhibit A

CITY OF HARMONY
 2019 APPOINTMENTS
 (1 year term unless otherwise noted)

Position	Held In 2018	Appointed For 2019
Mayor Pro-Tem	Swenson	Swenson
Street & Utilities Committee	Morem, Sagen	Webber, Sagen
Personnel Committee.....	Swenson, Sagen.....	Swenson, Sagen
Building Committee	Morem, Sagen	Webber, Sagen
Budget Committee	Donney, Sagen	Donney, Sagen
EDA Board	Steve Donney	Steve Donney (12/31/24)
.....	Debbie Swenson.....	Steve Sagen (12/31/22)
Planning Commission	Lynn Mensink.....	Lynn Mensink (12/31/22)
(5 members, 4 year terms)		
Park Board	Lynn Mensink	Lynn Mensink (12/31/21)
(5 members, 3 year terms).....	Kyle Morem.....	Tony Webber (12/31/19)
Arts Board	Lynn Mensink.....	Lynn Mensink (12/31/21)
(7 members, 3 year terms).....	Bailey Soma	Ellie Liew (12/31/19)
Library Board	Joanne Burmeister.....	Joanne Burmeister (12/31/21)
(7 members, 3 year terms)	Michelle Donlan.....	Kasie Roenfanz (12/31/21)
Fire Relief Board	Steve Sagen	Steve Sagen
City Attorney.....	Nethercut Schieber Attorneys...	Nethercut Schieber Attorneys
City Assessor	Fillmore County.....	Fillmore County
Official Newspaper	News Leader.....	News Leader
Official Depository	First Southeast Bank.....	First Southeast Bank
.....	MN Money Market Fund	MN Money Market Fund
Approved Signatories.....	Steve Donney.....	Steve Donney
.....	Debbie Swenson.....	Debbie Swenson
.....	Jerome Illg.....	Jerome Illg
.....	Eileen Schansberg	Eileen Schansberg

Resolution No. 19-02

RESOLUTION ADOPTING ASSESSMENT FOR WALNUT FARMS CONSTRUCTION PROJECT

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for the construction Walnut Farms 1st Addition project by the installation of water and sanitary sewer utilities and services, curb & gutter, sidewalk, storm sewer and the construction of streets.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessments shall be deferred over a period of ten (10) years, the first of the installments to be payable on or after the first Monday in January, 2029, and shall bear interest at the rate of four and zero-tenths percent (4.0%) per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution to December 31, 2028. To each subsequent installment when due shall be added interest for one year on all unpaid installments
3. The owner of any property so assessed may, any time prior to the certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. The owner may at any time thereafter, pay to the County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

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:

Motion carried and resolution adopted this 8th day of January 2019.

Steve Donney, Mayor

ATTEST:

Jerome Illg, Administrator

City of Harmony
Walnut Farms
Assessment Roll

Owner	PID	Amount
Hammel House & Co LLC	15.0608.000	12,000.00
Hammel House & Co LLC	15.0609.000	12,000.00
Hammel House & Co LLC	15.0610.000	12,000.00
Hammel House & Co LLC	15.0611.000	12,000.00
Hammel House & Co LLC	15.0612.000	12,000.00
Hammel House & Co LLC	15.0613.000	12,000.00
Hammel House & Co LLC	15.0614.000	12,000.00
Hammel House & Co LLC	15.0615.000	12,000.00
Hammel House & Co LLC	15.0616.000	12,000.00
Hammel House & Co LLC	15.0617.000	12,000.00
Total		<u>120,000.00</u>

*principal and accumulated interest is deferred for ten years

DECLARATION OF DRIVEWAY AND DRAINAGE EASEMENT

THIS DECLARATION OF DRIVEWAY AND DRAINAGE EASEMENT ("*Declaration*") is made this ____ day of December, 2018, by the **CITY OF HARMONY**, a municipal corporation under the laws of the State of Minnesota ("*City*"), and **INDEPENDENT SCHOOL DISTRICT NO. 2198**, a political subdivision under the laws of the State of Minnesota ("*School*") (City and School, and their respective successors and assignees are, collectively, the "*Parties*").

RECITALS

A. City is the fee owner of that certain land located in the City of Harmony, Fillmore County, Minnesota, legally described as

That part of the South One-Half of the Northeast Quarter (S½ NE¼) of Section 15, Township 101 North, Range 10 West, Fillmore County, Minnesota, described as follows: Commencing at the Southeast Corner of said S½ NE¼ ; thence South 88 degrees 48 minutes 22 seconds West (assumed bearing) along the South line of said S½ NE¼, 1002.30 feet to the point of beginning of the tract of land to be herein described; thence continuing South 88 degrees 48 minutes 22 seconds West along the South line, 409.81 feet; thence North 00 degrees 54 minutes 02 seconds West, 782.71 feet; thence north 89 degrees 25 minutes 08 seconds East, 406.15 feet; thence South 01 degrees 10 minutes 14 seconds East, 778.35 feet to the point of beginning and containing 7.31 acres, more or less.

EXCEPT That part of the South One-Half of the Northeast Quarter of Section 15, Township 101 North, Range 10 West, Fillmore County, Minnesota, described as follows: Commencing at the southeast corner of said South One-Half of the Northeast Quarter; thence North 89 degrees 50 minutes 34 seconds West, assumed bearing, along the south line of said South One-Half, 1412.11 feet; thence North 00 degrees 27 minutes 02 seconds East 517.23 feet to the point of beginning of the tract being described; thence continue North 00 degrees 27 minutes 02 seconds East 265.39 feet; thence South 89 degrees 13 minutes 48 seconds East 317.15 feet; thence South 00 degrees 10 minutes 50 seconds

West 262.00 feet; thence North 89 degrees 50 minutes 34 seconds West 318.38 feet to the point of beginning.

(hereinafter "Lot 1").

B. School is the fee owner of that certain land located in the City of Harmony, Fillmore County, Minnesota, legally described as

That part of the South One-Half of the Northeast Quarter of Section 15, Township 101 North, Range 10 West, Fillmore County, Minnesota, described as follows: Commencing at the southeast corner of said South One-Half of the Northeast Quarter; thence North 89 degrees 50 minutes 34 seconds West, assumed bearing, along the south line of said South One-Half, 1412.11 feet; thence North 00 degrees 27 minutes 02 seconds East 517.23 feet to the point of beginning of the tract being described; thence continue North 00 degrees 27 minutes 02 seconds East 265.39 feet; thence South 89 degrees 13 minutes 48 seconds East 317.15 feet; thence South 00 degrees 10 minutes 50 seconds West 262.00 feet; thence North 89 degrees 50 minutes 34 seconds West 318.38 feet to the point of beginning.

(hereinafter "Lot 2").

C. There currently exists a driveway (the "**Driveway**") over and across a portion of Lot 1, depicted and legally described as the "Ingress and Egress Easement" on Exhibit A attached hereto (the "**Easement Area**"). By subjecting the Easement Area to this Declaration, the Parties intend that the Driveway shall be a common driveway serving both Lots.

D. The Parties desire to impose upon and subject the Easement Area to a driveway easement for purposes of the ongoing construction, care, and maintenance of the Driveway for the benefit of the owners of said Lots in accordance with the terms and conditions set forth below.

DECLARATION

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties declare, impose upon, and make the Lots subject to the following easement and covenants:

1. Creation of Driveway Easement. City hereby grants to School a perpetual, non-exclusive easement (the "**Driveway Easement**"), for the benefit of and appurtenant to Lot 2, across, over, under and upon the Easement Area. Said Driveway Easement shall be used in common by the owners and occupants of Lot 1 and Lot 2 for driveway purposes only, including without limitation ingress and egress to and from Lot 2 via the Driveway, and maintenance, repair, and replacement of said Driveway.

2. Maintenance; Costs.

a. Responsibility. The City shall be responsible for all snow removal over the easement area. The School shall be responsible for maintaining, repairing, and replacing the Driveway when applicable. Each party shall bear the expense of their assigned maintenance activities.

b. Level of Maintenance. If the Parties reasonably disagree as to the level of Maintenance to be provided, the owner of Lot 1, being the fee owner of the easement area, shall decide the matter.

3. Damage to Driveway or Easement Area. If either Party damages the Driveway or Easement Area, then such party shall bear the entire expense of repairing such damage, which it shall undertake immediately.

4. Indemnification. Each Party shall indemnify, defend, and hold the other harmless from and against any and all liability, loss, damage, claim or act based upon or arising out of damage to persons (including, but not limited to, death) or property caused by or sustained in connection with the negligent or willful acts of such indemnifying Party, or the indemnifying Party's use of the Easement Area. The foregoing indemnity shall bind and benefit the owner of a Lot only with respect to events and claims occurring or accruing during said owner's tenure of ownership of the subject Lot.

5. Binding Effect. The terms and conditions of this Declaration shall constitute covenants and servitudes running with the Lots, burdening and benefiting, as appurtenances, Lot 1 and Lot 2 as stated herein. This Declaration shall be binding upon and for the benefit of the Parties hereto and their respective heirs, personal representatives, devisees, administrators, tenants, successors and assigns, and any other persons who hereafter acquire an interest in any portion of the Lots by operation of law or other legal means. Upon any transfer of ownership of any of the Lots, liability of the transferor for breach of any covenants occurring thereafter shall automatically terminate, provided, however, such transferor shall remain liable for any obligations arising prior to such transfer.

6. Enforcement. Each Party shall have the right to enforce this Declaration by proceedings at law or in equity, provided that a breach of this Declaration shall not entitle any owner to cancel, rescind or otherwise terminate the Declaration. Any action seeking one or more forms of relief shall not be a bar to an action at the same or subsequent time seeking other or alternative forms of relief, and no delay or forbearance by a non-defaulting Party shall be deemed a waiver of the subject default or any subsequent default of a similar nature. In the event either Party hires an attorney to enforce or defend its rights hereunder, the prevailing Party shall be entitled to recover its reasonable costs and attorney fees. Without limitation of the foregoing, if a Party defaults under any of its obligations under this Declaration, and such default continues for ten days after receipt of written notice from the other Party, then the non-defaulting Party may exercise one or more of the following remedies:

a. Cure the default and charge the cost thereof to the defaulting Party, and all such costs shall be payable on demand and shall bear interest from the date of demand until paid in full at the rate of 8% per annum; or

b. Seek injunctive relief and/or specific performance.

7. Good Faith and Fair Reading. It is the intention of the Parties that the rights and easements hereby created and granted are to be used and maintained in a manner consistent with the best interests of the owners of the Lots. To this end, whenever a matter arises that is not covered specifically by the terms of this Declaration, the Parties covenant that they will deal fairly and attempt to resolve the matter in good faith, and in keeping with the spirit of the express agreements contained herein.

8. Restrictions on Use of Driveway. No Party shall obstruct or interfere in any manner with the rights and privileges of the other Party to use the Driveway. No vehicle shall be parked in the Driveway without the consent of the other Party. The easement granted herein should be for driveway purposes only for ingress and egress to parking lot constructed on Lot 2.

9. Creation of Drainage Easement. School hereby grants to City a perpetual, non-exclusive drainage easement (the "***Drainage Easement***"), for the benefit of and appurtenant to Lot 1, across, over, under and upon the Drainage Easement Area. Said Easement shall be to allow the continued and unimpeded flow of water across the Drainage Easement area. School shall not undertake any action or activity that would obstruct or alter the natural flow of water through the easement area.

10. Severability. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

11. Amendment. This Declaration may be amended only by an instrument signed by the owners and mortgagees of the Lots. Each amendment must be recorded with the County Recorder and/or Registrar of Title, as appropriate.

NOW, THEREFORE, City, in mutual consideration of the exchange of easements, and other good and valuable consideration, hereby grants to School, their heirs and assigns, a permanent access easement for ingress and egress to and from and for the benefit of School's land described above, in, over, and upon the ingress and egress easement described in Exhibit A. School, in mutual consideration of the exchange of easements, and other good and valuable consideration, hereby grants to City, their heirs and assigns, a permanent drainage easement for the benefit of City's land described above, in, over, and upon the Drainage easement area described in Exhibit A.

TO HAVE AND TO HOLD SAID EASEMENT unto the respective Grantees, their heirs and assigns, as appurtenant to said land.

In Witness Whereof, Grantors have hereunto set their hands the day and year first above written.

CITY OF HARMONY

INDEPENDENT SCHOOL DISTRICT NO. 2198

Steven Donney, Mayor

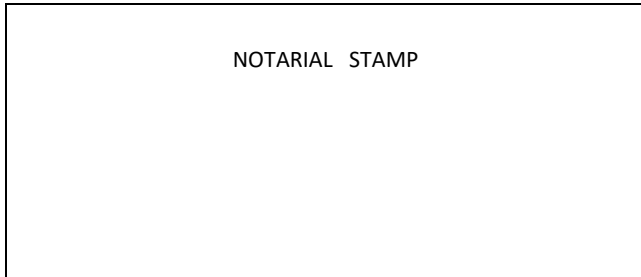
Ross Kiehne, Board Chair

Jerome Illg, City Administrator

Deb Ristau, Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

The foregoing instrument was acknowledged before me this ____ day of December, 2018, by Steven Donney, Mayor.



Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

The foregoing instrument was acknowledged before me this ____ day of December, 2018, by Jerome Illg, City Administrator.

NOTARIAL STAMP

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

The foregoing instrument was acknowledged before me this ____ day of December 2018, by
Ross Kiehne, Board Chair.

NOTARIAL STAMP

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

The foregoing instrument was acknowledged before me this ____ day of December 2018, by
Deb Ristau, Board Clerk.

NOTARIAL STAMP

Notary Public

THIS INSTRUMENT DRAFTED BY:

NETHERCUT ▪ SCHIEBER ▪ ATTORNEYS PA
32 Main Avenue North | PO Box 657
HARMONY, MINNESOTA 55939-0657
507.886.6131 | Fax 886.576.3826

EXHIBIT A
Easements

Ingress and Egress Easement

A 33.00 feet wide easement for access purposes over and across that part of the Southeast Quarter of the Northeast Quarter of Section 15, Township 101 North, Range 10 West, Fillmore County, Minnesota. The centerline of said easement is described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence North 89 degrees 50 minutes 34 seconds West, assumed bearing, along the south line of said Northeast Quarter 1412.11 feet; thence North 00 degrees 27 minutes 02 seconds East 517.23 feet; thence continue North 00 degrees 27 minutes 02 seconds East 265.39 feet; thence South 89 degrees 13 minutes 48 seconds East 317.15 feet; thence South 00 degrees 10 minutes 50 seconds West 229.22 feet to the point of beginning of said centerline; thence South 89 degrees 49 minutes 10 seconds East 89.00 feet to west right-of-way line of 3rd Avenue SW and there terminating.

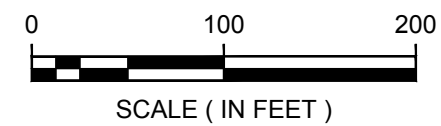
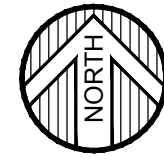
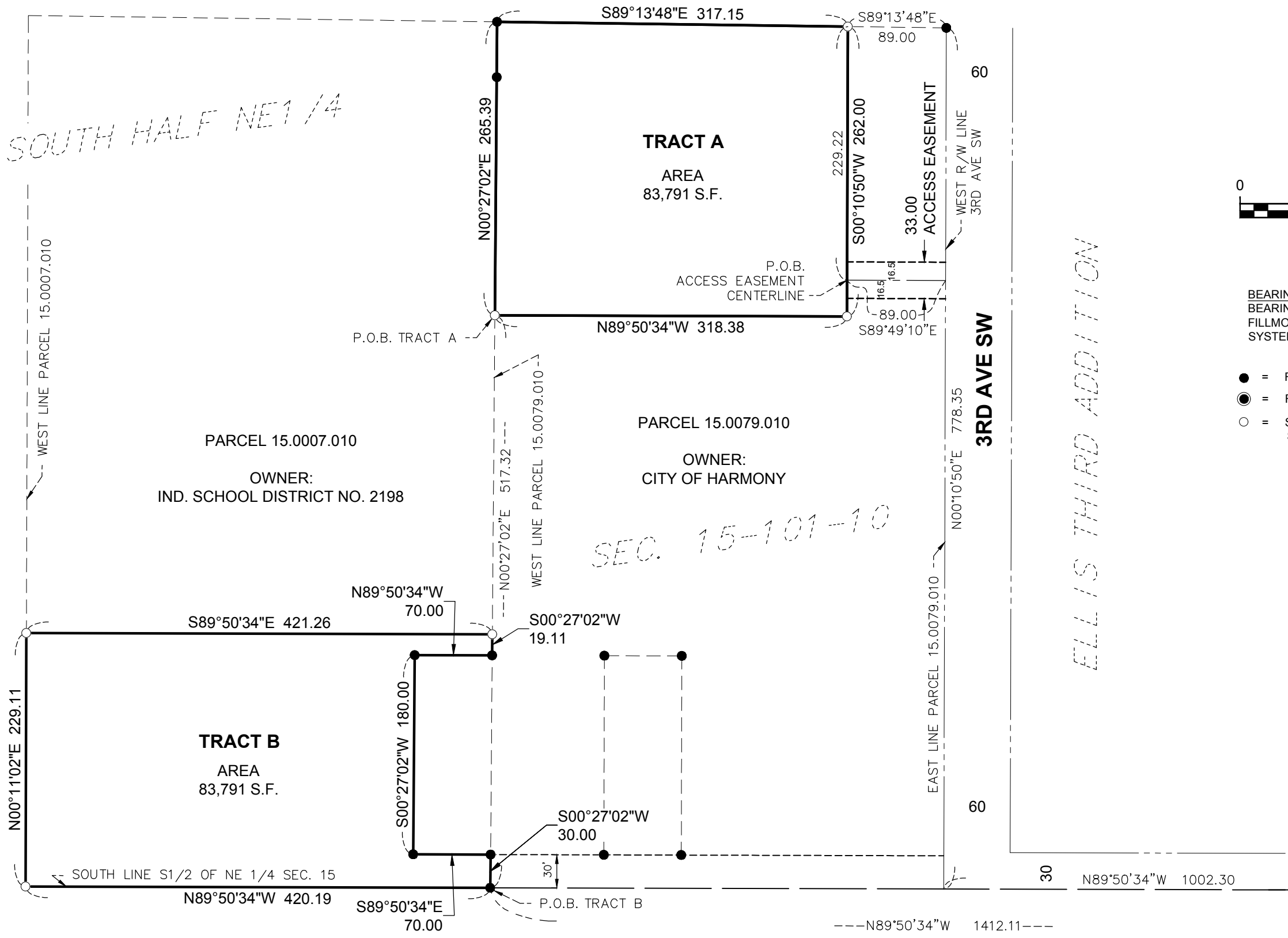
Drainage Easement

An easement for water drainage purposes over the North 130 feet of the East 150 feet over the parcel described as follows:

That part of the South One-Half of the Northeast Quarter of Section 15, Township 101 North, Range 10 West, Fillmore County, Minnesota, described as follows: Commencing at the southeast corner of said South One-Half of the Northeast Quarter; thence North 89 degrees 50 minutes 34 seconds West, assumed bearing, along the south line of said South One-Half, 1412.11 feet; thence North 00 degrees 27 minutes 02 seconds East 517.23 feet to the point of beginning of the tract being described; thence continue North 00 degrees 27 minutes 02 seconds East 265.39 feet; thence South 89 degrees 13 minutes 48 seconds East 317.15 feet; thence South 00 degrees 10 minutes 50 seconds West 262.00 feet; thence North 89 degrees 50 minutes 34 seconds West 318.38 feet to the point of beginning.

CERTIFICATE OF SURVEY

PART OF S1/2 OF NE1/4, SEC.15, T101N, R10W, FILLMORE COUNTY, MINNESOTA



- BEARINGS**
BEARINGS ARE BASED ON THE
FILLMORE COUNTY COORDINATE
SYSTEM (NAD83 - 2011 ADJUSTMENT)
- = FOUND IRON MONUMENT
 - ⊙ = FOUND SECTION CORNER MONUMENT
 - = SET 1/2" IRON PIPE WITH PLASTIC CAP
STAMPED LS 41887

SHEET 1 OF 2

© 2018 WIDSETH SMITH NOLTING

DATE: 08-28-2018	DATE	AMENDMENTS	BY
SCALE: AS SHOWN			
DRAWN BY: S.R.B.			
CHECKED BY: P.G.O.			
FILE NUMBER: 1070R0117.000			

PREPARED FOR: IND. SCHOOL DIST. NO. 2198	I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA
<i>Peter G. Oetliker</i>	
PETER G. OETLIKER	DATE: 09/06/2018 LIC. NO. 41887



WIDSETH SMITH NOLTING
Engineering | Architecture | Surveying | Environmental

CERTIFICATE OF SURVEY

PART OF S1/2 OF NE1/4, SEC.15, T101N, R10W, FILLMORE COUNTY, MINNESOTA

TRACT A

That part of the South One-Half of the Northeast Quarter of Section 15, Township 101 North, Range 10 West, Fillmore County, Minnesota, described as follows:

Commencing at the southeast corner of said South One-Half of the Northeast Quarter; thence North 89 degrees 50 minutes 34 seconds West, assumed bearing, along the south line of said South One-Half, 1412.11 feet; thence North 00 degrees 27 minutes 02 seconds East 517.23 feet to the point of beginning of the tract being described; thence continue North 00 degrees 27 minutes 02 seconds East 265.39 feet; thence South 89 degrees 13 minutes 48 seconds East 317.15 feet; thence South 00 degrees 10 minutes 50 seconds West 262.00 feet; thence North 89 degrees 50 minutes 34 seconds West 318.38 feet to the point of beginning.

TRACT B

That part of the South One-Half of the Northeast Quarter of Section 15, Township 101 North, Range 10 West, Fillmore County, Minnesota, described as follows:

Commencing at the southeast corner of said South One-Half of the Northeast Quarter; thence North 89 degrees 50 minutes 34 seconds West, assumed bearing, along the south line of said South One-Half 1412.11 feet to the point of beginning of the tract being described; thence continue North 89 degrees 50 minutes 34 seconds West along said south line 420.19 feet; thence North 00 degrees 11 minutes 02 seconds East 229.11 feet; thence South 89 degrees 50 minutes 34 seconds East parallel to said south line 421.26 feet; thence South 00 degrees 27 minutes 02 seconds West 19.11 feet; thence North 89 degrees 50 minutes 34 seconds West parallel to said south line 70.00 feet; thence South 00 degrees 27 minutes 02 seconds West 180.00 feet to a line 30.00 feet north of and parallel to said south line; thence South 89 degrees 50 minutes 34 seconds East along said parallel line 70.00 feet; thence South 00 degrees 27 minutes 02 seconds West 30.00 feet to the point of beginning.

ACCESS EASEMENT

A 33.00 feet wide easement for access purposes over and across that part of the Southeast Quarter of the Northeast Quarter of Section 15, Township 101 North, Range 10 West, Fillmore County, Minnesota. The centerline of said easement is described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence North 89 degrees 50 minutes 34 seconds West, assumed bearing, along the south line of said Northeast Quarter 1412.11 feet; thence North 00 degrees 27 minutes 02 seconds East 517.23 feet; thence continue North 00 degrees 27 minutes 02 seconds East 265.39 feet; thence South 89 degrees 13 minutes 48 seconds East 317.15 feet; thence South 00 degrees 10 minutes 50 seconds West 229.22 feet to the point of beginning of said centerline; thence South 89 degrees 49 minutes 10 seconds East 89.00 feet to west right-of-way line of 3rd Avenue SW and there terminating.



WARRANTY DEED

State Deed Tax Due: \$1.65

Date: December ____, 2018

FOR VALUABLE CONSIDERATION, **INDEPENDENT SCHOOL DISTRICT NO. 2198**, a political subdivision under the laws of the State of Minnesota Grantor, hereby conveys and warrants to **CITY OF HARMONY**, a municipal corporation under the laws of the State of Minnesota, Grantee, real property in Fillmore County, Minnesota, together with all hereditaments and appurtenances belonging thereto, legally described as follows:

TRACT B:

That part of the South One-Half of the Northeast Quarter of Section 15, Township 101 North, Range 10 West, Fillmore County, Minnesota, described as follows: Commencing at the southeast corner of said South One-Half of the Northeast Quarter; thence North 89 degrees 50 minutes 34 seconds West, assumed bearing, along the south line of said South One-Half 1412.11 feet to the point of beginning of the tract being described; thence continue North 89 degrees 50 minutes 34 seconds West along said south line 420.19 feet; thence North 00 degrees 11 minutes 02 seconds East 229.11 feet; thence South 89 degrees 50 minutes 34 seconds East parallel to said south line 421.26 feet; thence South 00 degrees 27 minutes 02 seconds West 19.11 feet; thence North 89 degrees 50 minutes 34 seconds West parallel to said south line 70.00 feet; thence South 00 degrees 27 minutes 02 seconds West 180.00 feet to a line 30.00 feet north of and parallel to said south line; thence South 89 degrees 50 minutes 34 seconds East along said parallel line 70.00 feet; thence South 00 degrees 27 minutes 02 seconds West 30.00 feet to the point of beginning.

[See attached survey drawing dated 9/6/18]

Grantors certify that Grantors do not know of any wells on the described real property.

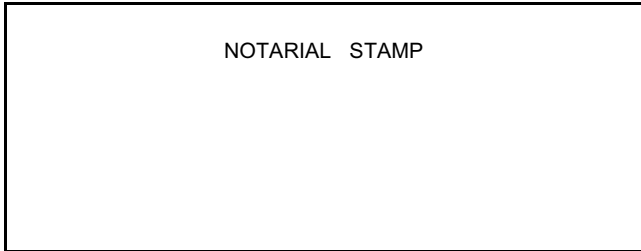
INDEPENDENT SCHOOL DISTRICT NO. 2198

By: _____
Ross Kiehne, Board Chair

By: _____
Deb Ristau, Board Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

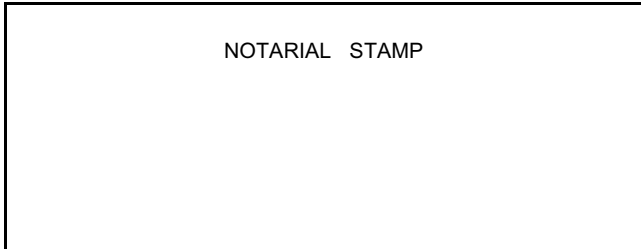
The foregoing instrument was acknowledged before me this _____ day of December, 2018, by Ross Kiehne, Board Chair as duly authorized by and on behalf of Independent School District No. 2198, Grantor.



NOTARY PUBLIC

STATE OF MINNESOTA)
) ss.
COUNTY OF FILLMORE)

The foregoing instrument was acknowledged before me this _____ day of December, 2018, by Deb Ristau, Board Clerk, as duly authorized by and on behalf of Independent School District No. 2198, Grantor.



NOTARY PUBLIC

THIS INSTRUMENT DRAFTED BY:

NETHERCUT ■ SCHIEBER ■ ATTORNEYS PA
32 Main Avenue North | PO Box 657
HARMONY, MINNESOTA 55939-0657
507.886.6131 | Fax 886.576.3826

Tax Statements should be sent to:

CITY OF HARMONY
PO BOX 488
HARMONY MN 55939

WARRANTY DEED

State Deed Tax Due: \$1.65

Date: December ____, 2018

FOR VALUABLE CONSIDERATION, **CITY OF HARMONY**, a municipal corporation under the laws of the State of Minnesota Grantor, hereby conveys and warrants to **INDEPENDENT SCHOOL DISTRICT NO. 2198**, a political subdivision under the laws of the State of Minnesota, Grantee, real property in Fillmore County, Minnesota, together with all hereditaments and appurtenances belonging thereto, legally described as follows:

TRACT A

That part of the South One-Half of the Northeast Quarter of Section 15, Township 101 North, Range 10 West, Fillmore County, Minnesota, described as follows: Commencing at the southeast corner of said South One-Half of the Northeast Quarter; thence North 89 degrees 50 minutes 34 seconds West, assumed bearing, along the south line of said South One-Half, 1412.11 feet; thence North 00 degrees 27 minutes 02 seconds East 517.23 feet to the point of beginning of the tract being described; thence continue North 00 degrees 27 minutes 02 seconds East 265.39 feet; thence South 89 degrees 13 minutes 48 seconds East 317.15 feet; thence South 00 degrees 10 minutes 50 seconds West 262.00 feet; thence North 89 degrees 50 minutes 34 seconds West 318.38 feet to the point of beginning.

TOGETHER WITH AN ACCESS EASEMENT

A 33.00 feet wide easement for access purposes over and across that part of the Southeast Quarter of the Northeast Quarter of Section 15, Township 101 North, Range 10 West, Fillmore County, Minnesota. The centerline of said easement is described as follows: Commencing at the southeast corner of said Northeast Quarter; thence North 89 degrees 50 minutes 34 seconds West, assumed bearing, along the south line of said Northeast Quarter 1412.11 feet; thence North 00 degrees 27 minutes 02 seconds East 517.23 feet; thence continue North 00 degrees 27 minutes 02 seconds East 265.39 feet; thence South 89 degrees 13 minutes 48 seconds East 317.15 feet; thence South 00 degrees 10 minutes 50 seconds West 229.22 feet to the point of beginning of said centerline; thence South 89 degrees 49 minutes 10 seconds East 89.00 feet to west right-of-way line of 3rd

THIS INSTRUMENT DRAFTED BY:

NETHERCUT ■ SCHIEBER ■ ATTORNEYS PA
32 Main Avenue North | PO Box 657
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