

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

December 12, 2017  
7:00 P.M.

Council Room  
Community Center

1. Call To Order
2. Roll Call
3. Public Forum
4. Consent Agenda
  - a. Minutes
  - b. Claims
  - c. Administrator Report
  - d. Financial Report
  - e. CD
5. Reports
  - a. Assessment Policy Modification
  - b. Union Contract
  - c. Building & Maintenance Report
  - d. EDA Board
  - e. Park Board
  - f. Library Board
  - g. Arts Board
  - h. 2018 Budget
6. Adjourn

**BACKGROUND INFORMATION  
HARMONY CITY COUNCIL  
REGULAR MEETING**

**December 12, 2017  
7:00 P.M.**

**Council Room  
Community Center**

1. Call To Order
2. Roll Call
3. Public Forum
4. Consent Agenda
  - a. Minutes
  - b. Claims
  - c. Administrator Report-See report.
  - d. Financial Report-See report.
  - e. CD-Cash in CD #43700.
5. Reports
  - a. Assessment Policy Modification-Consider attached modification.
  - b. Union Contract-Consider Personnel Committee recommendation to approve union contract pending union approval as enclosed.
  - c. Building & Maintenance Report-Consider Salt/Sand Spreader. Discuss rate for salt/sand lots.
  - d. EDA Board
  - e. Park Board
  - f. Library Board
  - g. Arts Board
  - h. 2018 Budget-Consider enclosed resolution 17-10. See enclosed tax comparison.
6. Adjourn

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 Kyle Morem, Steve Sagen, Debbie Swenson, and Lynn Mensink; Attorney Greg Schieber, Administrator Jerome Illg, Brett Grabau, Chris Johnson, Terry Bigalk, Gary Ehler, Julie Lau, Rod Johnson, Ross Bahl, Sherry Hines, Kathie Mock, Judy Affelt, Robert & Joy Johnson, Linda Polesky, Ralph Schansberg, Robert Trouten, Hannah Wingert, Melissa VanderPlas and Eileen Schansberg.

**PUBLIC FORUM:**

Gary Ehler addressed the council about portions of the sidewalk and property that he is responsible clearing snow and requested the city staff not plow on private property. Ehler expressed concern about the plow truck turning around on private property causing damage. Mayor Donney instructed Ehler to visit with City Staff to determine if private property or right of way.

**PUBLIC HEARING: 2017 STREET & UTILITY PROJECT ASSESSMENTS** opened at 7:05 PM.

Engineer Brett Grabau discussed the 2017 Street & Utility Project and proposed assessments that have been sent to property owners. The Public was given an opportunity to ask questions regarding the project and their proposed assessments. Grabau explained that the final blacktop lift will be put on in the spring when weather permits. Discussion occurred regarding the interest rate of the assessments, water pressure, and costs of water and sewer connections. The Hearing closed at 8:05 PM.

**RESOLUTION 17-08** was presented: A RESOLUTION ADOPTING ASSESMENT FOR 2017 STREET & UTILITY RECONSTRUCTION PROJECT. Motion to adopt the resolution by Swenson and seconded by Sagen.

Voting for the Resolution was; Swenson, Sagen, Morem, Mensink and Donney.

Voting against the Resolution was: No One

Abstained from Voting was: No One

Absent from voting was: No One

The council did not notice that the interest rate was in the resolution, since they desired to discuss modifying the rate as presented. At the advice of Attorney Schieber, the Council agreed to re-introduce a new Resolution 17-09 to change the interest rate on the assessments.

**RESOLUTION 17-09** was presented: A RESOLUTION ADOPTING ASSESMENT FOR 2017 STREET & UTILITY RECONSTRUCTION PROJECT. Motion to adopt the resolution by Donney and seconded by Mensink.

Voting for the Resolution was; Swenson, Sagen, Morem, Mensink and Donney.

Voting against the Resolution was: No One

Abstained from Voting was: No One

Absent from voting was: No One

**CONSENT AGENDA:**

Motion by Mensink and seconded by Swenson to approve the Consent Agenda which consisted of the Minutes to the October 10, 2017 meeting; the Claims; the Administrator's Report; the Financial Report; Cashing CD #43699 to the General Fund; the transfer of the Fire & State Aid \$16,203.17 and annual city contribution of \$7,500 once state fire aid is received from the State

of Minnesota; RESOLUTION 17-07: A RESOLUTION FOR THE ADOPTION OF THE FILLMORE COUNTY ALL-HAZARD MITIGATION PLAN; Non-Union Health Insurance Renewal approval as recommended by the personnel committee's recommendation; and ISO Rating Report. All present voting yes. Motion carried.

#### FIRE DEPARTMENT & RELIEF ASSOCIATION:

Fire Chief Rod Johnson and Fire Relief Treasurer Ross Bahl were present to discuss the updated Attendance and training requirements. Johnson stated the Fire Department would like to amend #7 in their Membership Requirements to read as follows: Attend all department members' meetings, initial and continuing education courses, local training and fire calls. All department members must attend a minimum of 70% of the monthly meetings and trainings and respond to 25% of the annual fire calls within the year to receive their annual service credit. If that requirement is not met, then they do not receive a service credit for that year, and the fire member shall be placed on a probationary period determined by the Fire Chief. During the probationary period, failure of a member to attend meetings, trainings, fire calls can result in termination from the department at the Fire Chief's discretion. Motion by Swenson to amend the Fire Department Policy which is contained in ordinance 33.31 to reflect the change. Seconded by Mensink. Voting yes was Swenson, Mensink, Sagen, and Morem. Abstained from voting was Donney. Motion carried.

The Fire Relief would like to modify their year per service pension fee from \$850 to \$900. Motion by Swenson to increase the Fire Pension as proposed. Seconded by Mensink. Voting for was Swenson, Mensink and Sagen. Abstained from voting was Donney and Morem. Motion carried.

#### BUILDING & MAINTENANCE:

Leaf pick-up is done for the year.  
Christmas decorations are being put up.  
Sludge was hauled from wastewater treatment plant.

#### EDA REPORT:

The new CEDA Contract has been approved.  
The EDA approved giving a \$500 donation to Southeastern Minnesota Initiative Fund.  
The Logo colors have been officially decided as a burgundy on cream.  
Approved making Condominiums and town homes eligible for the housing incentive as long as they are individually owned and lived in.

#### PARK BOARD:

Administrator Illg explained the Summer Rec expense. Harmony pays 40% with Preston paying 60%.  
The Park Board did not meet this month.

#### LIBRARY BOARD:

Still waiting for the clothing bin to arrive.  
The Acappella group was cancelled.  
Encouraged 'Give to the Max' day to help pay for the replacement of the patio.

ARTS BOARD:

Has not met yet this month.

Upon no further business, Mayor Donney adjourned the meeting at 8:50 PM.

Mayor Steve Donney

Eileen Schansberg, Deputy Clerk

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

December 12, 2017

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 101 General Fund					
General Fund		Union Central Pension Fund	CENTRAL PENSION FUND	Union Pension Chris, Corey, Brian	\$264.00
General Fund		Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union Insurance	\$3,510.00
General Fund		Union Central Pension Fund	IUOE LOCAL #49	Union dues, Brian, Corey, Chris	\$103.50
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	HARMONY FOODS	case of coffee/filters	\$49.97
General Fund	Administration	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-van	\$15.73
General Fund	Animal Control	Software Service Fees	BANYON DATA SYSTEMS	software support	\$195.00
General Fund	Civil Defense	Telephone	HARMONY TELEPHONE COMPANY	Sirens/DSL Phone	\$89.42
General Fund	Community Center	Building Repair Materials	KINGSLEY MERCANTILE	2 clocks	\$59.98
General Fund	Community Center	Cleaning Supplies	DALCO	vacuum filter	\$11.09
General Fund	Community Center	Cleaning Supplies	DALCO	cleaning supplies/towels	\$147.93
General Fund	Community Center	Cleaning Supplies	HARMONY FOODS	bleach/bathroom tissue	\$10.28
General Fund	Community Center	Cleaning Supplies	SUPERIOR CHEMICAL CORP	cleaners	\$65.69
General Fund	Community Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Comm Ctr-Elec	\$1,590.82
General Fund	Community Center	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Comm Ctr	\$405.72
General Fund	Community Center	General Operating Supplies	KINGSLEY MERCANTILE	elec tape/shrink wrap/dish soap	\$37.53
General Fund	Community Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chevy pickup	\$42.85
General Fund	Community Center	Refuse/Garbage Disposal	FILLMORE CO. RESOURCE RECOVERY	shop clean-up disposal electronics/tires/ap	\$135.00
General Fund	Community Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	Comm Ctr-sewer	\$49.40
General Fund	Community Center	Telephone	HARMONY TELEPHONE COMPANY	Admin Phone/DSL	\$228.57
General Fund	Community Center	Water Utilities	HARMONY PUBLIC UTILITIES	Comm Ctr-water	\$31.03
General Fund	Community Development	Repair/Maint Other Improve	A-1 EXCAVATING, INC	pay request #4 Walnut Farms	\$4,919.89
General Fund	Community Events	Dues	HARMONY CHAMBER OF COMMERCE	Chamber dues from Golden Happenings	\$60.00
General Fund	Community Events	General Operating Supplies	DOWE, BETTY	ink cartridges reimbursed	\$24.97
General Fund	Community Events	General Operating Supplies	HARMONY GARDENS & FLORAL, LLC	Christmas roping/bows/1 wreath	\$1,323.88
General Fund	Community Events	General Operating Supplies	HOLSTROMS GIFT & JEWELRY	name plate for Sr Cit room	\$12.50
General Fund	Community Events	General Operating Supplies	KINGSLEY MERCANTILE	Christmas lights/wire/bungee cords/hooks	\$343.07
General Fund	Community Events	Program Services	DOWE, BETTY	Thank You gift reimbursed	\$25.00
General Fund	Community Events	Program Services	HARMONY GARDENS & FLORAL, LLC	Floral Program-Harmony Happenings	\$75.00
General Fund	Community Events	Program Services	HARMONY GOLF CLUB	Holiday Luncheon-Golden Happenings	\$350.00
General Fund	Community Events	Program Services	TAMMEL, SANDY	Golden Happenings Comm Ctr rental reim	\$35.00
General Fund	Financial Administration	Auditing and Acct g Services	ABDO, EICK & MEYERS, LLP	preparation of Data for Audit	\$250.00
General Fund	Ice & Snow Removal	Contractual Services	HARMONY TOWNSHIP	snowplowing street portion twp roads	\$417.44
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-tractor	\$94.19
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	SEVERSON OIL CO.	diesel-Ford plow	\$46.07

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
General Fund	Ice & Snow Removal	Street Maint Materials	MORTON SALT	street salt	\$1,793.90
General Fund	Legal Services	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	legal services for Nov	\$290.00
General Fund	Personnel Administration	General Operating Supplies	CULLIGAN	Wellness Program	\$45.90
General Fund	Personnel Administration	General Operating Supplies	ILLG, JEROME	Wellness program	\$64.80
General Fund	Personnel Administration	General Operating Supplies	SCHANSBERG, EILEEN	wellness program	\$17.16
General Fund	Planning and Zoning	Wages & Salaries	BERGE, HAROLD	board meeting compensation	\$50.00
General Fund	Planning and Zoning	Wages & Salaries	MENSINK, LYNN	board meeting compensation	\$50.00
General Fund	Planning and Zoning	Wages & Salaries	OLSON, ERIK	board meeting compensation	\$75.00
General Fund	Planning and Zoning	Wages & Salaries	PETREE, MILES	board meeting compensation	\$75.00
General Fund	Planning and Zoning	Wages & Salaries	STROZYK, JIMMY	board meeting compensation	\$25.00
General Fund	Planning and Zoning	Wages & Salaries	SWENSON, DEBBIE	board member compensation	\$50.00
General Fund	Police Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	Gas-squad	\$484.76
General Fund	Police Department	Repair/Maint Vehicles	TORGERSON AUTO	oil chg on Squad	\$68.59
General Fund	Police Department	Telephone	HARMONY TELEPHONE COMPANY	Police Phone	\$45.00
General Fund	Public Works Buildings	Electric Utilities	HARMONY PUBLIC UTILITIES	Shop-Elec	\$125.00
General Fund	Public Works Buildings	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Shop	\$208.75
General Fund	Public Works Buildings	General Operating Supplies	KINGSLEY MERCANTILE	ties/hangers/batteries	\$36.53
General Fund	Public Works Buildings	General Operating Supplies	MISSISSIPPI WELDERS SUPPLY CO	oxygen cylinders	\$31.80
General Fund	Public Works Buildings	Small Tools and Minor Equip	KINGSLEY MERCANTILE	Knife/bit set	\$18.44
General Fund	Public Works Buildings	Water Utilities	HARMONY PUBLIC UTILITIES	Shop-water	\$20.13
General Fund	Streets	Contractual Services	HARMONY TOWNSHIP	grading street portion twp road	\$892.48
General Fund	Streets	Equipment Parts	HAMMELL EQUIPMENT	baler belting	\$50.00
General Fund	Streets	Equipment Parts	HAMMELL EQUIPMENT	credit baler belting	-\$25.00
General Fund	Streets	Machinery and Equipment	HAMMELL EQUIPMENT	4X4 UTV (1/2)	\$6,479.98
General Fund	Streets	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-1-ton	\$79.01
General Fund	Streets	Motor Fuels/Lubricants	SEVERSON OIL CO.	diesel-tractor	\$21.47
General Fund	Streets	Repair/Maint Machinery/Equip	HAMMELL EQUIPMENT	hitch for tractor	\$519.28
General Fund	Streets	Repair/Maint Machinery/Equip	HAMMELL EQUIPMENT	oil/filter for skidloader/tractor bulb	\$69.70
General Fund	Streets	Repair/Maint Machinery/Equip	HAMMELL EQUIPMENT	tractor bushing	\$18.25
General Fund	Streets	Repair/Maint Machinery/Equip	RUN RIGHT POWER LLC	coil assembly for chain saw	\$63.33
General Fund	Streets	Repair/Maint Machinery/Equip	RUN RIGHT POWER LLC	replace chainsaw blade	\$58.14
General Fund	Streets	Repair/Maint Machinery/Equip	RUN RIGHT POWER LLC	refund over chg inv 4840	-\$18.72
General Fund	Visitor Center	Cleaning Supplies	DALCO	cleaning supplies/towels	\$147.92
General Fund	Visitor Center	Cleaning Supplies	SUPERIOR CHEMICAL CORP	cleaner	\$65.69
General Fund	Visitor Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Vis Ctr-Elec	\$136.24
General Fund	Visitor Center	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Vis Ctr	\$246.03
General Fund	Visitor Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chevy pickup	\$42.86
General Fund	Visitor Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	Vis Ctr-sewer	\$38.04

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
General Fund	Visitor Center	Water Utilities	HARMONY PUBLIC UTILITIES	Vis Ctr-water	\$23.93
Fund 101 General Fund					\$27,628.01
Fund 202 CDBG Rehab Loan Program					
CDBG Rehab Loan Progr	Loan Programs	Management Fees	CEDA	retainer services for Nov	\$386.75
CDBG Rehab Loan Progr	Loan Programs	Miscellaneous	HARTERTS BUILDING SOLUTIONS, I	LBP clearance 210 1st Av SE	\$250.00
CDBG Rehab Loan Progr	Loan Programs	Miscellaneous	HARTERTS BUILDING SOLUTIONS, I	LBP clearance 160 4th Av SE	\$250.00
Fund 202 CDBG Rehab Loan Program					\$886.75
Fund 211 Library Fund					
Library Fund	Library	Computer Supplies	QUILL CORPORATION	copier paper and tape	\$69.98
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	audio books	\$340.89
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	audio books	\$54.98
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	audio books	\$124.82
Library Fund	Library	Media-Books	BAKER & TAYLOR	books	\$97.67
Library Fund	Library	Media-Books	BAKER & TAYLOR	books	\$198.82
Library Fund	Library	Media-Books	CENTER POINT LARGE PRINT	large print books	\$44.34
Library Fund	Library	Media-Books	CHATFIELD PUBLIC LIBRARY	Baker's Secret book	\$25.00
Library Fund	Library	Media-Books	GALE GROUP	large print books	\$154.35
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDS	\$26.95
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDS	\$19.96
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDS	\$17.94
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDS	\$14.96
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	dvds	\$33.66
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	dvds	\$18.98
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDS	\$184.99
Library Fund	Library	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-van	\$21.47
Library Fund	Library	Postage	SOUTHEASTERN LIBRARIES COOP	postage on mailers	\$31.74
Library Fund	Library	Printed Forms	SOUTHEASTERN LIBRARIES COOP	mailers & SMS notices	\$20.90
Library Fund	Library	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	basic services & PC support	\$577.36
Library Fund	Library	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	Chrome Management License	\$60.00
Library Fund	Library	Telephone	HARMONY TELEPHONE COMPANY	Library Phone	\$52.01
Fund 211 Library Fund					\$2,191.77
Fund 222 Fire Fund					
Fire Fund	Fire Department	Equipment Parts	ANCOM TECHNICAL CENTER	radio batteries	\$523.00
Fire Fund	Fire Department	Equipment Parts	ANCOM TECHNICAL CENTER	battery paks; Li Ion Batteries; holster belt	-\$720.00
Fire Fund	Fire Department	Equipment Parts	ANCOM TECHNICAL CENTER	4 radio batteries	-\$523.00



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December 12, 2017

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fire Fund	Fire Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Fire	\$19.10
Fire Fund	Fire Stations and Bldgs	Cleaning Supplies	KINGSLEY MERCANTILE	cleaning supplies/rodent control	\$87.06
Fire Fund	Fire Stations and Bldgs	Electric Utilities	HARMONY PUBLIC UTILITIES	Firehall-Elec	\$285.36
Fire Fund	Fire Stations and Bldgs	Gas Utilities	MINNESOTA ENERGY	monthly gas service-Firehall	\$102.50
Fire Fund	Fire Stations and Bldgs	Sewer Utilities	HARMONY PUBLIC UTILITIES	Firehall-sewer	\$23.80
Fire Fund	Fire Stations and Bldgs	Telephone	HARMONY TELEPHONE COMPANY	Fire Phone	\$44.21
Fire Fund	Fire Stations and Bldgs	Water Utilities	HARMONY PUBLIC UTILITIES	Firehall-water	\$15.03
Fund 222 Fire Fund					-\$142.94
Fund 223 Ambulance Fund					
Ambulance Fund	Ambulance Service	Dues	MINNESOTA AMBULANCE ASSOC.	dues 2018	\$335.00
Ambulance Fund	Ambulance Service	Equipment Parts	KINGSLEY MERCANTILE	batteries	\$16.28
Ambulance Fund	Ambulance Service	General Operating Supplies	HOLSTROMS GIFT & JEWELRY	name plate for EMS room	\$12.50
Ambulance Fund	Ambulance Service	Medical and Dental Fees	TRI STATE AMBULANCE SERVICE	Intercept chgs DR	\$250.00
Ambulance Fund	Ambulance Service	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	Oxygen	\$35.01
Ambulance Fund	Ambulance Service	Motor Fuels/Lubricants	KWIK TRIP, INC	diesel-Amb	\$303.80
Ambulance Fund	Ambulance Service	Training Fees	ELAN FINANCIAL SERVICES	training supplies Channing Bete	\$185.30
Ambulance Fund	Ambulance Service	Training Fees	SE MINNESOTA EMS	training speaker 11/20	\$90.00
Fund 223 Ambulance Fund					\$1,227.89
Fund 251 Park Fund					
Park Fund	Parks	Electric Utilities	HARMONY PUBLIC UTILITIES	Parks-Elec	\$180.10
Park Fund	Parks	General Operating Supplies	KINGSLEY MERCANTILE	screws	\$0.36
Park Fund	Parks	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-mower	\$11.79
Park Fund	Parks	Other Equipment	HAMMELL EQUIPMENT	4X4 UTV (1/2)	\$6,479.98
Park Fund	Parks	Wages & Salaries	DORNINK, KELLIE JO	board meeting compensation	\$125.00
Park Fund	Parks	Wages & Salaries	MENSINK, LYNN	board meeting compensation	\$125.00
Park Fund	Parks	Wages & Salaries	MOREM, KYLE	board meeting compensation	\$125.00
Park Fund	Parks	Wages & Salaries	PETREE, MILES	board meeting compensation	\$75.00
Park Fund	Parks	Wages & Salaries	STELPFLUG, BEN & ALISSA	board meeting compensation	\$100.00
Fund 251 Park Fund					\$7,222.23
Fund 261 Arts Fund					
Arts Fund	Arts	Program Services	DOWE, BETTY	donation to Rosemauling project-Golden H	\$600.00
Arts Fund	Arts	Program Services	HAHN, AMY	donation for Book Signing	\$50.00
Arts Fund	Arts	Wages & Salaries	DAHLE, COLLEN	board meeting compensation	\$50.00
Arts Fund	Arts	Wages & Salaries	HAHN, SUSAN	board meeting compensation	\$125.00
Arts Fund	Arts	Wages & Salaries	MENSINK, LYNN	board meeting compensation	\$125.00

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Arts Fund	Arts	Wages & Salaries	NIELSEN, GERRI	board meeting compensation	\$125.00
Arts Fund	Arts	Wages & Salaries	OMMEN, LU	board meeting compensation	\$75.00
Arts Fund	Arts	Wages & Salaries	SLINDEE, LORI	board meeting compensation	\$125.00
Arts Fund	Arts	Wages & Salaries	SOMA, BAILEY	board meeting compensation	\$50.00
Fund 261 Arts Fund					\$1,325.00
Fund 423 2017 Street & Utility Project					
2017 Street & Utility Pro	2017 Street & Utility Proje	Other Improvements	A-1 EXCAVATING, INC	2017 Str Imp pay request #5	\$31,766.78
Fund 423 2017 Street & Utility Project					\$31,766.78
Fund 601 Water Fund					
Water Fund		MN Water Testing Fee Due	MN DEPT OF HEALTH	water connection fee	\$949.00
Water Fund	Water Utility Administratio	Software Service Fees	BANYON DATA SYSTEMS	Banyon Meter device support	\$161.33
Water Fund	Water Utility Operation	Chemicals and Chem Products	HACH COMPANY	flouride sample equipment	\$243.99
Water Fund	Water Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Wells-Elec	\$1,169.57
Water Fund	Water Utility Operation	Gas Utilities	MINNESOTA ENERGY	monthly gas service pumphouses	\$68.40
Water Fund	Water Utility Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Water Testing Lab Fees	\$40.00
Water Fund	Water Utility Operation	Repair/Maint Other Improve	KINGSLEY MERCANTILE	heater maintenance in Well	\$46.00
Fund 601 Water Fund					\$2,678.29
Fund 602 Sewer Fund					
Sewer Fund	Sewer Administration	Software Service Fees	BANYON DATA SYSTEMS	Banyon Meter device support	\$161.33
Sewer Fund	Sewer Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	WWTP-Elec	\$1,455.38
Sewer Fund	Sewer Operation	Gas Utilities	MINNESOTA ENERGY	monthly gas service WWTP	\$288.46
Sewer Fund	Sewer Operation	General Operating Supplies	S & S AUTOMOTIVE	oil dry	\$17.38
Sewer Fund	Sewer Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Wastewater Testing Lab Fees	\$873.40
Sewer Fund	Sewer Operation	Motor Fuels/Lubricants	KWIK TRIP, INC	gas-1-ton	\$79.00
Sewer Fund	Sewer Operation	Motor Fuels/Lubricants	RUN RIGHT POWER LLC	LP 20 lb	\$18.62
Sewer Fund	Sewer Operation	Repair/Maint Other Equipment	FIRST SYSTEMS TECHNOLOGY, INC	semi annual Flow meter/chart recorder ma	\$670.00
Sewer Fund	Sewer Operation	Repair/Maint Other Improve	KINGSLEY MERCANTILE	Refrigerator repair WWTP	\$140.50
Sewer Fund	Sewer Operation	Sewer Utilities	HARMONY PUBLIC UTILITIES	WWTP-sewer	\$1,095.88
Sewer Fund	Sewer Operation	Small Tools and Minor Equip	IRONSIDE TRAILER SALES & SERVI	wire loom	\$2.00
Sewer Fund	Sewer Operation	Small Tools and Minor Equip	KINGSLEY MERCANTILE	jug/hose	\$39.86
Sewer Fund	Sewer Operation	Telephone	HARMONY TELEPHONE COMPANY	Lift Stations Dialer/DSL Phone	\$144.46
Sewer Fund	Sewer Operation	Utility Maint Materials	TEAM LABORATORY CHEM. CORP.	lift station degreaser/mega bugs	\$2,645.50
Sewer Fund	Sewer Operation	Water Utilities	HARMONY PUBLIC UTILITIES	WWTP-water	\$685.08
Fund 602 Sewer Fund					\$8,316.85
Fund 603 Solid Waste Fund					

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Solid Waste Fund	Solid Waste Operation	Motor Fuels/Lubricants	SEVERSON OIL CO.	diesel-leaf vac	\$37.14
Solid Waste Fund	Solid Waste Operation	Refuse/Garbage Disposal	SOLBERG WELDING	push up tree dump	\$75.00
Fund 603 Solid Waste Fund					\$112.14
Fund 604 Electric Fund					
Electric Fund		Utility Deposits	UTILITY DEPOSIT REFUND	refund deposit	\$75.00
Electric Fund	Electric Utility Operation	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$65,810.42
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	TownClock-Elec	\$13.14
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Streetlights-Elec	\$1,532.87
Electric Fund	Electric Utility Operation	Motor Fuels/Lubricants	KWIK TRIP, INC	gas-Ford pickup	\$75.63
Electric Fund	Electric Utility Operation	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Ford pickup	\$67.27
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	locates/no locates	\$8.10
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	repair streetlights	\$1,627.27
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	underground primary to 110-140 5th St S	\$1,609.40
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	underground primary to FC school garage	\$699.85
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	underground 440 Main Av S	\$819.21
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	repair streetlights 3rd/7th SE; Hwy 139	\$203.00
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MOREM ELECTRIC, INC	repair streetlights	\$503.51
Electric Fund	Electric Utility Operation	Repair/Maint Vehicles	S & S AUTOMOTIVE	oil/filter for chevy pickup	\$33.73
Electric Fund	Electric UtilityAdministratio	Deposit Interst Paid	UTILITY DEPOSIT REFUND	interest on deposit	\$0.16
Electric Fund	Electric UtilityAdministratio	Miscellaneous	ENERGY REBATE	Energy rebate	\$50.00
Electric Fund	Electric UtilityAdministratio	Software Service Fees	BANYON DATA SYSTEMS	Banyon Meer device support	\$161.34
Fund 604 Electric Fund					\$73,289.90
Fund 605 Storm Water Fund					
Storm Water Fund	Storm Water Operation	Motor Fuels/Lubricants	SEVERSON OIL CO.	diesel-sweeper	\$55.06
Fund 605 Storm Water Fund					\$55.06
Fund 620 Economic Development Authority					
Economic Development	Economic Development	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	legal services for Nov	\$43.50
Economic Development	Economic Development	Planning & Development Fees	ELAN FINANCIAL SERVICES	Survey monkey setup	\$35.00
Economic Development	Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA Phone	\$16.97
Economic Development	Tourism Programs	Donations to Civic Org s	SOUTHERN MINNESOTA INITIATIVE	donation to SMIF	\$500.00
Fund 620 Economic Development Authority					\$595.47
					\$157,153.20

# **ADMINISTRATOR'S REPORT**

## **For the Period from November 14, 2017 to December 12, 2017**

### ADMINISTRATION

Mailed approved assessment notices for 2017 street project.

Begun year-end audit and procedures.

MNDOT has approved permit for Historical Society to install 6 signs in right-of-way. They will be installed in Spring 2018.

Assembling information for Well #3 DNR appropriation permit. Have begun process of updating Wellhead Protection Plan for this well. Water supply plan was submitted.

Contracts have been signed for Hammel House development project. Utilities are installed. All grading with rock is complete on street. Curb, gutter, and paving will be completed spring 2018.

Administered solid waste tax audit. There will be no audit adjustment needed for our dumpsters that are part of Waste Management contract or anything else.

### UTILITY/BUILDING COMMITTEE

The contractor has water, sewer, curb and gutter installed in all of the areas for our 2017 Street and Utility Project. It has been paved with first lift of asphalt. Final lift will be installed in 2018.

MNDOT has finished up mill and overlay on TH139 from Hwy 52 to State Line in 2017.

### PERSONNEL COMMITTEE

Negotiated union contract. Consider approval of contract.

**City of Harmony**  
**Cash Balance Report**  
**October 2016 and October 2017**

<b>Fund Description</b>	<b>October-16</b>	<b>October-17</b>
General Fund	748,064.25	748,938.60
Revolving Loan Fund	84,442.26	38,371.93
Commercial Rehab Fund	(14,780.24)	2,973.50
Library Fund	(26,578.99)	(20,186.60)
Fire Fund	8,273.36	65,957.90
Ambulance Fund	162,224.37	8,852.12
Park Fund	40,549.58	49,423.52
Arts Fund	2,107.08	2,195.99
GO Improvement 2010A-3rd St SW	33,088.99	34,990.08
GO Tax Abatement 2013A-Comm Cntr	(13,835.69)	(11,278.22)
GO Improvement 2013B-Heritage Grove	5,872.11	8,329.23
GO Improvement 2014A-1st Ave SW	131,197.94	134,607.09
Capital Projects Fund	537,718.03	646,553.24
TIF District #5-Antique Mall	6,054.17	7,349.07
TIF District #6-HECO	2,677.57	4,531.33
2017 Street and Utility Project		141,585.78
Water Fund	(379,428.36)	228,338.85
Sewer Fund	(118,023.53)	40,542.12
Solid Waste Fund	(6,824.71)	(2,101.93)
Electric Fund	717,218.59	578,210.97
Storm Water Fund	3,869.42	10,139.53
Economic Development Fund	38,256.07	64,351.36
<b>Total</b>	<b>1,962,142.27</b>	<b>2,782,675.46</b>

Current Assessment Policy Section:

## SECTION II - PAYMENT PROCESS

1. Total Payment - After the special assessment hearing, property owners are given thirty (30) days to pay the City Administrator the total amount assessed, with no interest charge on this thirty day period.

2. Partial Prepayment - After the adoption of the assessment role by the City Council, the owner of any property specially assessed in the proceeding may, prior to the certification of the assessment or the first installment to the County Auditor, pay to the City Administrator any portion of the assessment not less than \$100.00. The remaining unpaid balance shall be spread over the period of time established by the Council for installment payment of the assessment.

3. Annual Installments - Special assessments may be made payable in equal annual installments including principal and interest, each in the amount annually required to pay the principal over such period with interest at such rate as the resolution determines, not exceeding the maximum period and rate as regulated by State Law. In this event, no prepayment shall be accepted without payment of all installments due to and including December 31st of the year of prepayments and the original principal amount reduced only by the amounts of principal included in such installments, computed on an annual amortization basis.

4. Interest rate - The interest rate on assessments shall be ~~set by the City Council~~ 1.00% more than the net effective interest rate of the bond financing associated with the assessment project, but shall not exceed the maximum set by State Law. If the assessment project does not have financing, the interest rate on assessments shall be set by the City Council, but shall not exceed the maximum set by State Law.

5. Assessment Term - Generally, for most street and utility improvement projects, the City of Harmony will utilize a term of 10 years for repayment of assessments. For lower cost public improvements such as gravel alleyway improvements and ~~sidewalk-small~~ improvement projects where assessment rates are relatively lower, the City will consider a 5 year repayment term. For large scale, high cost public improvements, the council may consider a longer term than the typical 10 year term. The repayment term should never exceed the expected life of the improvements.

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# COLLECTIVE BARGAINING AGREEMENT

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CITY OF HARMONY  
AND  
THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS,  
LOCAL 49



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2018, 2019, 2020

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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

The purpose of this Agreement is to promote harmonious relations between the City and employees covered by this Agreement; to establish an equitable and peaceful procedure for resolving differences; to establish rates of pay, hours of work, and other conditions of employment; to maintain and increase individual productivity and quality of services; and to prevent any interruptions of work and interference with the efficient operation of the Sewer and Water Department.

- 1.1 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.2 Specify the full and complete understanding of the parties; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this AGREEMENT.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this agreement as a pledge of this dedication.

## **ARTICLE 2 – RECOGNITION**

- 2.1 The EMPLOYER recognizes the UNION as the exclusive representative for all employees in a unit certified by the State of Minnesota Bureau of Mediation Services in Case No. 11-PCE-0201 as:

All employees of the City of Harmony Sewer and Water Department, Harmony, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and essential employees.

- 2.2 In the event the EMPLOYER and the UNION are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

## **ARTICLE 3 – DEFINITIONS**

- 3.1 UNION: The International Union of Operating Engineers, Local No. 49 AFL-CIO.
- 3.2 EMPLOYER: The City of Harmony.
- 3.3 UNION MEMBER: A member of the International Union of Operating Engineers, Local No. 49, AFL-CIO.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit covered by this Agreement.

- 3.5 BASE PAY RATE: The employee's hourly pay rate exclusive of longevity or any other special allowance.
- 3.6 SENIORITY: Length of continuous service with the EMPLOYER.
- 3.7 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an assigned shift.

#### **ARTICLE 4 - EMPLOYEE SECURITY**

- 4.1 There shall be no discrimination against any Employee because of Union membership or non-membership; or because of race, creed, sex, color, marital status, religious and/or political belief.
- 4.2 There shall be no interference with the rights of employees to become or continue as Union members, or to refrain from Union membership.
- 4.3 The Union may designate one (1) Employee from the bargaining unit to act as a Steward and shall inform the Employer in writing of the name of such Steward. The Steward will not lose salary when attending negotiations or involved in a grievance if they are scheduled during a regular work day and if his/her presence is required for the particular purpose. The scheduling of negotiations and grievance steps shall be mutually agreed upon by the Employer and the Union.
- 4.4 The Union shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and for other reasonable purposes.
- 4.5 For such Employees as authorized in writing, the Employer shall deduct from the first pay period of each month after thirty (30) days of employment, the amount of the Union dues or fair share fee as provided by law, as certified to the Employer by the Union and shall remit such monies promptly to the duly designated office of the Union.
- 4.6 No Strike: While this Agreement is in effect, neither the Union, its officers or agents, nor any of the Employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strike, slow down, mass absenteeism, sympathy strike, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. In the event that any Employee violates this Article, the Union shall immediately notify the Employees thereof and shall instruct the Employees to immediately return to their normal duties. Any or all the Employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

- 4.7 When new employees are hired, the City shall within 30 working days, inform in writing to the Local 49 Office in Rochester, Minnesota the name, job title and date of hire of said employee.

### **ARTICLE 5-EMPLOYER RIGHTS**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions, programs, work rules and personnel policies; to set and amend budgets; to determine the utilization of technology; to determine whether goods and services should be made or purchased; to select, direct, and determine the number of personnel; and to perform any inherent managerial function not specifically in conflict with this Agreement.

### **ARTICLE 6-GRIEVANCE PROCEDURE**

#### **6.1 Definition of a Grievance**

A grievance is defined as a dispute or disagreement as to the interpretation of application of any term or terms of this Agreement.

#### **6.2 Union Representatives**

- A. The Employer will recognize Union Representatives designated by the Union as a Steward having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the name of the Steward and of their successors when so designated.
- B. Other Representatives of the Union shall be permitted to enter onto the premises of the Employer in connection with grievances under this Article so long as they do not interfere with the normal duties of employees, and they notify the office of the Department head before coming onto the job site.

#### **6.3 Processing of a Grievance**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided as limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved employee and the Steward shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided the employee and the Steward have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

- 6.4 Grievances, as defined by Section A, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of the agreement shall, within fourteen (14) calendar days after such alleged violation has occurred, present in person or through the Union such grievance to the Employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give and answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provisions of the agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union representative or his designee, may within ten (10) calendar days after the reply of the designated Step 3 representative was due, by written notice to the Employer-designated representative, petition the Bureau of Mediation Services for assistance in settling the grievance through mediation. If the mediation efforts fail to resolve the grievance to the mutual satisfaction of the parties, the Union-designated representative may within ten (10) calendar days after the Director of the Bureau of Mediation Services certifies that further mediation efforts would not serve any purpose, by written notice to the Employer-designated representative, request arbitration of the dispute.

Step 5. A grievance unresolved in Step 4 and appealed to Step 5 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The Employer and the Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the Employer and the Union representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to

the Bureau. The parties shall alternately strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin.

#### 6.5 **Arbitrator's Authority**

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. Either party may request a verbatim record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. Cancellation fees will be paid by the party canceling the arbitration, unless otherwise mutually agreed.

#### 6.6 **Choice of Remedy**

If, as a result of the written Employer response in Step 2, the grievance remains unresolved and if the grievance involves the discipline of an employee as provided in Article 15 and who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 6 or a procedure such as: Veteran's Preference or Human Rights. If appealed to any procedure other than Step 3, the grievance is not subject to the arbitration procedure as provided in Step 3. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 3 or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 3. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

6.7 **Waiver of Grievance**

- A. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual agreement of the Employer and the Union.

**ARTICLE 7 - HOURS OF WORK**

- 7.1 The normal workweek shall be forty (40) hours per week, Monday through Friday, five (5) consecutive days, and the normal workday shall be eight (8) consecutive hours. Normal hours of work shall be between 6:00 o'clock a.m. to 3:00 o'clock p.m. or as designated by city council.
- 7.2 Employees shall be granted one (1) fifteen (15) minute rest period in each half of the workday.
- 7.3 Employees shall be granted an unpaid lunch period during each workday, not to exceed one (1) hour.

**ARTICLE 8 – OVERTIME**

- 8.1 All hours worked by an employee in excess of a normally scheduled daily work shift shall be paid for at the rate of one and one-half (1½) times the Employee's regular straight time rate of pay. In computing overtime compensation, overtime hours shall not be pyramided, compounded, or paid twice for the same hours worked. To receive compensation for overtime, the overtime must be approved by the Employee's immediate supervisor when practical.
- 8.2 All hours worked on Saturday or Sunday, the City will pay time and one-half (1 1/2) an employee's regular rate. Employees are preapproved to work up to 3 hours each day, unless weekend work becomes part of job.
- 8.3 An EMPLOYEE called back to work after completion of a regular shift, or on a day off, shall receive a minimum of two (2) hours at one and one-half (1-1/2) times his/her regular straight time hourly rate of pay. Call back pay may be taken as cash or be allowed to accrue as comp time, subject to the provisions in Section 8.5.
- 8.4 Overtime will be distributed as equally as practical. Overtime will be calculated to the nearest thirty (30) minutes.
- 8.5 Employees agree to accept all emergency overtime assignments when life, property or

service to the public is jeopardized. Employees are not required to accept emergency overtime assignments if they have consumed alcohol or are otherwise unable to perform the work.

**ARTICLE 9 – PAID TIME OFF**

9.1 Paid time off shall be earned for each full calendar month worked, starting from the first full month of full-time employment. Paid Time Off shall be distributed using the following formula with the maximum accrual as noted:

<u>Employed</u>	<u>PTO</u>	<u>Maximum Accrual</u>
0-1 full year	11.33 hours/month (17 days/year)	120 hours (15 days/year)
1-4 full years	14.67 hours/month (22 days/year)	240 hours (30 days/year)
5-9 full years	18.00 hours/month (27 days/year)	480 hours (60 days/year)
10-14 full years	21.33 hours/month (32 days/year)	720 hours (90 days/year)
15 plus full years	24.67 hours/month (37 days/year)	720 hours (90 days/year)

9.2 Paid time off may be used as earned, subject to approval by the department head in advance. Consideration shall be given to operational issues and staffing needs when reviewing employee requests subject to the following regulations:

- Requests to use PTO should be received at least 48 hours in advance of the requested time off. This notice may be waived at the discretion of the department head.
- PTO shall be taken in increments of one (1) hour.
- If a paid holiday falls during an employee’s PTO use, the employee shall not be charged.
- An employee cannot take more PTO than has been earned.

9.3 Any employee leaving the municipal service in good standing after giving two weeks’ notice of such termination of employment shall be paid, at their current hourly rate, for PTO accrued and unused through the last full month prior to termination. Employees that have not completed their training period shall not be entitled to severance pay for accrued PTO.

9.5 For the purpose of accumulating additional PTO, an employee using paid leave is considered to be working unless the employee has terminated employment.

9.6 Employees may earn up to an additional 120 hours to accumulate for an employee provided they have reached the current maximum accrued PTO time. Those additional hours could be used as PTO but could never be sold or cashed in upon termination of employment. An employee needs 5 years of service to potentially accrue those hours.



**ARTICLE 10 - HOLIDAYS**

10.1 In addition to their regular wage all full-time Employees shall receive the following paid holidays at their regular rate of pay. Each holiday shall be based on the normal length of the Employee's work shift.

New Year's Day	Labor Day
New Year's Eve (1/2 Day)	Martin Luther King Day
Veterans Day	President's Day
Thanksgiving Day	Memorial Day
Independence Day	Christmas Day
Christmas Eve (1/2 Day)	

- 10.2 Full-time Employees who work on a paid holiday will be paid in addition to their regular holiday pay one and one-half (1½) times their regular rate of pay for all hours worked, in either cash or compensatory leave time at the Employee's discretion.
- 10.3 When a paid holiday falls on a non-scheduled work day, the regular scheduled work day closest to the holiday shall be observed as the holiday, holiday pay shall correspond to the work week schedule. A half day on Christmas Eve and New Year's Eve will only be observed as a paid holiday if it falls Monday through Thursday.

**ARTICLE 11 – FUNERAL LEAVE**

11.1 In the event of death in the immediate family of a regular Employee, the Employee shall be granted days of bereavement leave with pay according to the following schedule:

Up to five (5) days for deaths in the Employee's family. The Employee's family is defined as the Employee's spouse, and child, mother, father, brother, sister, daughter-in-law, son-in-law, grandchildren and grandparents of the Employee or the Employee's spouse.

Up to three (3) days for the family members other than those listed.

11.2 Any Employee may request an unpaid leave or use of PTO to attend the funeral of a friend, subject to the approval of the Employee's immediate supervisor.

**ARTICLE 12 – LEAVES OF ABSENCE**

12.1 Any military leave of absence shall be handled as provided by law.

12.2 Employees will be granted leaves of absence as provided by law (FMLA) or City policy.

### **ARTICLE 13- HEALTH INSURANCE**

- 13.1 The City will provide the bargaining unit with Local 49 Health Insurance and pay 60% of its premium costs for 2018, 2019 and 2020. The employer shall also contribute \$217.00 in lieu of the VEBA contribution as an additional amount towards the premium cost for each union employee covered under this agreement.
- 13.2 Employees are allowed to sell up to 12 hours of Paid Time Off per month for health coverage to pay up to the remaining monthly health premium balance if they choose.
- 13.3 The Employees are eligible for coverage from the Operating Engineers Local No. 49 Health and Welfare Fund (“Health and Welfare Fund”). The terms of the Trust agreement establishing the Health and Welfare Fund is hereby incorporated as part hereof. The Employer agrees to make monthly contributions to the Health and Welfare Fund and will execute a separate participation agreement regarding those contributions.

### **ARTICLE 14- SENIORITY, PROBATION**

- 14.1 All newly hired or rehired employees will serve a six (6) month probationary period. Probationary employees may be terminated at the sole discretion of the Employer.
- 14.2 Upon completion of the probationary period, Employees shall become regular employees within the meaning of this Agreement and shall be credited with seniority dating from the first date of continuous employment with the Employer.
  - A. A Seniority List of bargaining unit employees shall be submitted to the exclusive bargaining representative by January 1 of each year.
  - B. Employees with the least seniority shall be the first to be laid off, and in the event of rehire, such employees shall be rehired in the reverse order of their lay-off.
  - C. The right of recall shall be limited to: a period of two years from the date of layoff and the Employer’s terms of recall.
- 14.3. When there is a job opening within the bargaining unit, it shall be posted for seven (7) working days before being advertised publicly. Promotions or transfers shall be based on the concept of hiring from within.

### **ARTICLE 15-DISCIPLINE**

- 15.1 The Employer will discipline employees for just cause only. Discipline will be in the form of:
  - A. oral reprimand;
  - B. written reprimand;
  - C. suspension;

- D. demotion; or
- E. discharge

- 15.2 Suspensions, demotions and discharges will be in written form.
- 15.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands and/or notices.
- 15.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 15.5 All reprimands will be expunged after one (1) consecutive annual satisfactory evaluation.

#### **ARTICLE 16- JOB SAFETY**

- 16.1 The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.
- 16.2 A safety committee will be formed to review employee and employer concerns about occupational health and safety issues. The committee will be made up of one employee member from the Union, the employee who coordinates the City's Workers' Compensation program.
- 16.3 The Employer shall provide or pay for all necessary safety equipment including vests, hard hats, ear plugs, safety glasses or such other equipment as is specifically required by State or Federal Laws.

#### **ARTICLE 17 - CLOTHING/ BOOT/SHOES/CELL PHONE ALLOWANCE & EMPLOYER EQUIPMENT/BUILDING USAGE**

- 17.1 The Employer will reimburse up to Three Hundred (**\$300.00**) per year per employee for the purchase of work required safety equipment and approved safety clothing with the appropriate receipt.
- 17.2 The Employer will reimburse the employee \$25/month for basic cell phone service and \$50/month for cell phone service that is a smart-phone device (that includes data and texting) in lieu of providing a cell phone.
- 17.3 Employee shall not use city property for personal reasons, including equipment/vehicle usage and storage of personal property in Employer-owned facilities.
- 17.4 Employees shall not take Employer-owned vehicles to employee's place of residency after working hours.

## **ARTICLE 18- WAGES**

- 18.1 Cost of Living Adjustments will be set by the city council on an annual basis across all steps with the increase being no less than 1.75%.
- 18.2 It is mutually agreed to by the City of Harmony and Local 49 that all current members represented by this contract will advance through the wage grid every other year starting in 2015 until they reach the top step based on their representative years of service. All new members shall follow the wage grid as designed based on the appropriate years of service.

In the event that a part-time position is created and covered by this agreement the movement through the wage grid will be based off of hours worked.

## **ARTICLE 19 – COMMERCIAL DRIVERS LICENSE**

The purpose of this Article of Understanding is to assist both Labor and Management in dealing with Commercial Driver's License (CDL) laws that were adopted.

The following conditions will apply to not more than two (2) City of Harmony employees in the Local 49 Bargaining Unit at any given time. A third employee losing his/her CDL may be subject to further action as determined by the City designee including but not limited to termination. The termination of the third person to lose their CDL is not grievable by Local 49.

- 19.1 If an employee temporarily loses his/her CDL, and the employee has obtained a work permit the Employer will accommodate the employee by assigning him/her to duties that do not require a CDL, not to exceed twelve (12) months after conviction during the employee's tenure with the City, and not to exceed one (1) revocation as result of driving violations. An employee who loses their license will be required to use PTO until they are able to obtain a work permit.
- 19.2 If the temporary loss of a driver's license is the result of an alcohol-related offense, the employee will be required to comply with the recommendations of a Substance Abuse Professional. Proof of compliance with the Substance Abuse Professional recommendations will be provided to the Employer.
- 19.3 The application of this agreement will begin for an individual as of the date of his/her license revocation regardless of subsequent procedures contesting the revocation.
- 19.4 This Article applies to driving violations outside the workplace.
- 19.5 This Article does not include positive test results from the Department of Transportation's required random testing.
- 19.6 The Employer shall reimburse the Employee the difference for the renewal of the CDL License once every four (4) years.

**ARTICLE 20 – TRAINING**

- 20.1 The Employer agrees to pay tuition and fees for re-licensing, certification and testing, training expenses, and continuing education that is required for the Employee to maintain Employer required certifications and licenses.

The City will pay necessary and reasonable expenses incurred by Employees to attend training sessions, workshops, or conferences that are within the Departments training budget and approved by the Employee’s Supervisor. Employees shall be reimbursed for the following expenses: lodging, parking, meals, mileage, and registration, upon submission of receipts accompanied by the reimbursement request.

- 20.2 The Employer shall pay for the actual cost, not to exceed the following amounts, for meals and gratuity when conducting business outside the City:

Breakfast:	\$10.00
Lunch:	\$10.00
Dinner:	\$20.00

To be eligible for breakfast, the representative must need to leave prior to 6:00 A.M. To be eligible for dinner allowance, the representative must be unable to reach home prior to 6:00 P.M. Receipts are required for meals.

A break even point is set that if the cost of the hotel per night is more than the mileage reimbursement, then a hotel and mileage will be paid for by the city. If the cost of the hotel is less, the attendee, can get the mileage reimbursement to put towards the hotel. Mileage will be reimbursed only to one if four or less employees or volunteers attend the conference and training. If two employees or volunteers attend a conference and training, then the city will only pay for one room. If three to four employees or volunteers attend a conference and training, then the city will pay for two rooms. Meals will be reimbursed on a per diem basis as noted above, if they are not included as part of the conference or training.

The Employee may not aggregate meal per diems for meals that are supplied by the conferences or training event, and lodging facilities.

The City will not reimburse employees for alcoholic beverages, fines, personal entertainment, or valet services.

Employees who use their personal vehicle for City business shall receive IRS mileage reimbursement but must be approved by the Employee’s supervisor prior.

**ARTICLE 21 – SAVINGS CLAUSE**

- 21.1 In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of

the AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

**ARTICLE 22- DURATION**

This resolution was agreed to between the Union and the City Council and adopted at a meeting of the City Council Members on \_\_\_\_\_, 201\_\_, and shall be effective from January 1, 2018 through December 31, 2020, and shall be automatically extended from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify or terminate this Agreement.

FOR THE CITY OF HARMONY

FOR I.U.O.E., LOCAL NO. 49

\_\_\_\_\_  
/s/ Jerome Illg  
City Administrator

\_\_\_\_\_  
Glen D. Johnson  
Local 49 Business Manager

\_\_\_\_\_  
Steve Donney  
Mayor, City of Harmony

\_\_\_\_\_  
/s/ Nathaniel J. Runke  
Business Representative

\_\_\_\_\_  
Union Steward

## **APPENDIX I**

### **SEASONAL EMPLOYEES**

Employees whose positions are basically temporary or seasonal in character and: 1) are not for more than 67 working days in any calendar year; or 2) are not for more than 100 working days in any calendar year and the employees are under the age of 22 and are full time student.

All overtime will be offered to full-time employees prior to seasonal employees. No seasonal employees will operate any heavy equipment. This position will consist primarily of laborer work.

## **APPENDIX II**

### **Central Pension Fund**

The purpose of this Appendix is to assist both Labor and Management in identifying and implementing the Central Pension Fund (CPF).

1. The CPF is a supplemental Pension Fund authorized by Minnesota Statutes, §356.24, subdivision 1(10).
2. The parties agree that the agreed upon amount that would otherwise be paid in salary or wages will be contributed instead to the CPF as pre-tax employer contributions. Contributions from the City will not be funded from any source other than this wage reduction.
3. The Employer shall pay this contribution directly to the I.U.O.E. Central Pension Fund at 4115 Chesapeake Street NW, Washington, D.C. 20016.
4. A contribution of \$2.40 per straight time hour worked prevents any employee's annual CPF contributions from exceeding \$5,000.00 in a year and therefore complies with limitations set forth under Minnesota Statute § 356.24, subd. 1(10) as amended.
5. The parties agree that the Public Employees Retirement Association interprets employer contributions to the CPF as being included in determining "salary" for the purposes of the public pension.
6. The CPF Plan of Benefits and the Agreement and Declaration of Trust will serve as the governing documents.
7. Effective 1/1/15 the contribution rate equals \$0.50 per straight time hour worked.
8. Members, by majority vote, may change the contribution rate at any time during the life of this agreement. The Union and the employer will work together to implement member approved changes as soon as is practicable.



## Appendix III

### Wage Grid

Steps	Starting	6 month	1 year	2 year	4 year	6 year	8 year	10 year	12 year	15 year	18 year	21 year	24 year
1	\$25.88	\$27.05	\$28.23	\$29.41	\$30.58	\$31.76	\$32.93	\$34.11	\$34.70	\$35.29	\$35.87	\$36.46	\$37.05
2	\$21.35	\$22.32	\$23.29	\$24.26	\$25.23	\$26.20	\$27.17	\$28.14	\$28.63	\$29.11	\$29.60	\$30.08	\$30.57
3	\$17.61	\$18.41	\$19.21	\$20.01	\$20.81	\$21.62	\$22.42	\$23.22	\$23.62	\$24.02	\$24.42	\$24.82	\$25.22
4	\$14.53	\$15.19	\$15.85	\$16.51	\$17.17	\$17.83	\$18.49	\$19.15	\$19.48	\$19.81	\$20.14	\$20.47	\$20.80
5	\$11.99	\$12.53	\$13.08	\$13.62	\$14.17	\$14.71	\$15.26	\$15.80	\$16.07	\$16.35	\$16.62	\$16.89	\$17.16
6	\$9.89	\$10.34	\$10.79	\$11.24	\$11.69	\$12.14	\$12.59	\$13.04	\$13.26	\$13.49	\$13.71	\$13.94	\$14.16

Resolution 17-10

**A RESOLUTION CERTIFYING THE PROPOSED PROPERTY TAX LEVY TO THE COUNTY AUDITOR FOR 2017 TAXES PAYABLE IN 2018**

BE IT RESOLVED, by the council of the City of Harmony, Fillmore County, Minnesota that the following sums, be and hereby are, to be levied upon the taxable property in the City of Harmony, County of Fillmore, State of Minnesota, for the year 2017, for taxes payable in 2018, for the following purposes:

LEVY PURPOSE	LEVY
General Fund	200,000
Library Fund	90,400
Fire Fund	69,550
Parks Fund	59,700
Arts Fund	6,000
Economic Development Authority Fund	100,000
General Obligation Improvement Bonds, Series 2017A-Various Streets	85,000
General Obligation Tax Abatement Bonds, Series 2013A-Community Center/General Tax Levy	40,000
General Obligation Tax Abatement Bonds, Series 2013B-Heritage Grove/General Tax Levy	33,000
General Obligation Improvement Bonds, Series 2014A-1 <sup>st</sup> Ave SW	35,150
<b>Total Tax Capacity Levies</b>	<b>718,800</b>

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 12<sup>th</sup> day of December 2017.

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

ATTEST:

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

**City of Harmony  
Tax Comparison  
2017 Actual vs. 2018 Preliminary Levy**

O:\City of Harmony\Administration\Finance\Budget\2018\Preliminary Budgets\Tax comparison.xls\17 vs 18

2017 Market Value	2017 Mkt Value Exclusion	2017 Taxable Mkt Value	2017 City Portion	2018 Market Value	2018 Mkt Value Exclusion	2018 Taxable Mkt Value	2018 City Portion*	2017 vs. 2018* Increase	2017 vs. 2018* Increase
50,000	(20,000)	30,000	294	50,000	(20,000)	30,000	317	23	7.72%
55,000	(22,000)	33,000	323	55,000	(22,000)	33,000	348	25	7.72%
60,000	(24,000)	36,000	353	60,000	(24,000)	36,000	380	27	7.72%
65,000	(26,000)	39,000	382	65,000	(26,000)	39,000	412	29	7.72%
70,000	(28,000)	42,000	412	70,000	(28,000)	42,000	443	32	7.72%
75,000	(30,000)	45,000	441	75,000	(30,000)	45,000	475	34	7.72%
80,000	(30,040)	49,960	490	80,000	(30,040)	49,960	527	38	7.72%
85,000	(29,590)	55,410	543	85,000	(29,590)	55,410	585	42	7.72%
90,000	(29,140)	60,860	596	90,000	(29,140)	60,860	642	46	7.72%
95,000	(28,690)	66,310	650	95,000	(28,690)	66,310	700	50	7.72%
100,000	(28,240)	71,760	703	100,000	(28,240)	71,760	757	54	7.72%
105,000	(27,790)	77,210	757	105,000	(27,790)	77,210	815	58	7.72%
110,000	(27,340)	82,660	810	110,000	(27,340)	82,660	872	63	7.72%
115,000	(26,890)	88,110	863	115,000	(26,890)	88,110	930	67	7.72%
120,000	(26,440)	93,560	917	120,000	(26,440)	93,560	987	71	7.72%
125,000	(25,990)	99,010	970	125,000	(25,990)	99,010	1,045	75	7.72%
130,000	(25,540)	104,460	1,024	130,000	(25,540)	104,460	1,103	79	7.72%
135,000	(25,090)	109,910	1,077	135,000	(25,090)	109,910	1,160	83	7.72%
140,000	(24,640)	115,360	1,130	140,000	(24,640)	115,360	1,218	87	7.72%
145,000	(24,190)	120,810	1,184	145,000	(24,190)	120,810	1,275	91	7.72%
150,000	(23,740)	126,260	1,237	150,000	(23,740)	126,260	1,333	95	7.72%
155,000	(23,290)	131,710	1,291	155,000	(23,290)	131,710	1,390	100	7.72%
160,000	(22,840)	137,160	1,344	160,000	(22,840)	137,160	1,448	104	7.72%
165,000	(22,390)	142,610	1,397	165,000	(22,390)	142,610	1,505	108	7.72%
170,000	(21,940)	148,060	1,451	170,000	(21,940)	148,060	1,563	112	7.72%
175,000	(21,490)	153,510	1,504	175,000	(21,490)	153,510	1,620	116	7.72%
180,000	(21,040)	158,960	1,558	180,000	(21,040)	158,960	1,678	120	7.72%
185,000	(20,590)	164,410	1,611	185,000	(20,590)	164,410	1,735	124	7.72%
190,000	(20,140)	169,860	1,664	190,000	(20,140)	169,860	1,793	128	7.72%
195,000	(19,690)	175,310	1,718	195,000	(19,690)	175,310	1,850	133	7.72%
200,000	(19,240)	180,760	1,771	200,000	(19,240)	180,760	1,908	137	7.72%
205,000	(18,790)	186,210	1,825	205,000	(18,790)	186,210	1,965	141	7.72%
210,000	(18,340)	191,660	1,878	210,000	(18,340)	191,660	2,023	145	7.72%
215,000	(17,890)	197,110	1,931	215,000	(17,890)	197,110	2,080	149	7.72%
220,000	(17,440)	202,560	1,985	220,000	(17,440)	202,560	2,138	153	7.72%
225,000	(16,990)	208,010	2,038	225,000	(16,990)	208,010	2,195	157	7.72%
230,000	(16,540)	213,460	2,092	230,000	(16,540)	213,460	2,253	161	7.72%
235,000	(16,090)	218,910	2,145	235,000	(16,090)	218,910	2,310	166	7.72%
240,000	(15,640)	224,360	2,198	240,000	(15,640)	224,360	2,368	170	7.72%
245,000	(15,190)	229,810	2,252	245,000	(15,190)	229,810	2,426	174	7.72%
250,000	(14,740)	235,260	2,305	250,000	(14,740)	235,260	2,483	178	7.72%
255,000	(14,290)	240,710	2,359	255,000	(14,290)	240,710	2,541	182	7.72%
260,000	(13,840)	246,160	2,412	260,000	(13,840)	246,160	2,598	186	7.72%
265,000	(13,390)	251,610	2,465	265,000	(13,390)	251,610	2,656	190	7.72%
270,000	(12,940)	257,060	2,519	270,000	(12,940)	257,060	2,713	194	7.72%
275,000	(12,490)	262,510	2,572	275,000	(12,490)	262,510	2,771	199	7.72%

**Tax Rate 97.983%**

**105.545%**

**Tax Levy Amounts**

General Fund	177,400	200,000	22,600	12.74%
Library Fund	83,700	90,400	6,700	8.00%
Fire Fund	29,550	69,550	40,000	135.36%
Parks Fund	59,700	59,700	-	0.00%
Arts Fund	6,000	6,000	-	0.00%
EDA	97,500	100,000	2,500	2.56%
GO Improvement Bond-2010A	28,000	3rd Ave SW	-	(28,000) -100.00%
GO Tax Abatement-2013A	40,000	Community Center	40,000	- 0.00%
GO Tax Abatement-2013B	33,000	Heritage Grove	33,000	- 0.00%
GO Improvement Bond-2014A	35,150	1st Ave SW	35,150	- 0.00%
GO Improvement Bond-2017A	-	Various Streets	85,000	85,000 #DIV/0!

Total Tax Levy 590,000

718,800 128,800 21.83%

Tax Capacity 602,145

Tax Capacity Actual with Estimated TIF Capacity 681,037 78,892 13.10%

\*Based on proposed preliminary levy in September.