

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

January 14, 2020  
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
  - f. Sheriff Report
  - g. Interfund Transfer
  - h. Annual Appointments
  - i. Liquor License
  - j. TIF District 6
  - k. Debt Payments
5. Reports
  - a. Building & Maintenance Report
  - b. EDA Board
  - c. Park Board
  - d. Library Board
  - e. Arts Board
  - f. 2020 Street and Utility Project Schedule
  - g. COLA
  - h. Interim Administrator
6. Adjourn

**BACKGROUND INFORMATION  
HARMONY CITY COUNCIL  
REGULAR MEETING**

**January 14, 2020  
7:00 P.M.**

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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 #44185. Purchase 4 CDs #44300-44303.
  - f. Sheriff Report-See November Report.
  - g. Interfund Transfer-Authorize temporary (approximately up to 6 month) general fund transfer of \$150,000 as of 12/31/19 to EDA fund for trail land purchase until reimbursement is received from LCCMR.
  - h. Annual Appointments-Consider resolution 20-01.
  - i. Liquor License-Consider Harmony Spirits Microdistillery Liquor License Renewal 01/31/20-01/31/21.
  - j. TIF District 6-Consider resolution 20-02 removing non-developed TIF District 6 parcels per TIF plan.
  - k. Debt Payments-Consider internal bank transfer for 2013B Bond \$29,150 and 2014A Bond \$24,843.75.
5. Reports
  - a. Building & Maintenance Report-Consider approval of contract with WHKS for WWTP oversight for month of January.
  - b. EDA Board-Consider recommended renewal of Housing Incentive Program for 2020. Consider recommendation to reimburse Hammel House Development penalty if two homes built in 2020.
  - c. Park Board
  - d. Library Board
  - e. Arts Board
  - f. 2020 Street and Utility Project Schedule-Consider special meeting on February 25<sup>th</sup> at 7 pm for approval to put project out for bid.
  - g. COLA-Consider 2020 COLA adjustment.
  - h. Interim Administrator-Consider contract.
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 Debbie Swenson, Lynn Mensink, Tony Webber and Steve Sagen; Attorney Greg Schieber, Administrator Jerome Illg, Chris Johnson, Terry Bigalk, Ralph Beastron, Samantha Grabau, FC Deputy Jason Harmening, Sandy Strozyk, Hannah Wingert, Melissa VanderPlas and Eileen Schansberg.

**PUBLIC FORUM:**

Samantha Grabau addressed the Council about concerns if the Splash Pad was located in the Trailhead Park area. Grabau felt the congestion in the area would be excess and questioned a safety concern of the Splash pad being so close to the MiEnergy Substation. She was concerned how the water would be funded if it is just running continually and going into the sewer. She was concerned it could be a hazard of not being seen when snowmobiles go through the area in the winter and it's covered in snow. Mayor Donney suggested Grabau attend the Park Board meeting and Splash Pad Committee meetings to express and receive answers to her concerns. Grabau suggested possibly the Splash Pad could go up in the old ice rink area off of 4<sup>th</sup> St NE as it would be close to the Campground, recently redone Basketball Court, and North Park area. She mentioned that there is already water there and bathrooms not far away.

**TRUTH IN TAXATION HEARING:**

Mayor Donney opened the hearing at 7:07 PM to run concurrently with the Council meeting. No one was present for the Hearing.

**CONSENT AGENDA:**

Motion by Mensink and seconded by Webber to approve the consent agenda which consisted of the Minutes to the November 12, 2019 Council meeting, the Claims, the Administrator's Report, Financial Report, Cashing CD #44005 into the General Fund, the Sheriff's Report, RESOLUTION 19-08: A RESOLUTION CERTIFYING DELINQUENT UTILITIES AND SERVICES TO BE COLLECTED WITH TAXES PAYABLE IN 2020, approving Maintenance staff Terry Bigalk to join the Union Local 49, approval of Resignation Agreement, Resolution 19-09: A RESOLUTION DESIGNATING POLLING PLACE, and Dairyland RESOLUTION 19-10: CALLING FOR A PUBLIC HEARING ON THE MODIFICATION OF MUNICIPAL DEVELOPMENT DISTRICT NO. 1, THE APPROVAL OF THE MODIFIED DEVELOPMENT PROGRAM RELATED THERETO THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 7 AND THE ADOPTION OF TAX INCREMENT FINANCING PLAN RELATING THERETO AND THE PROPOSED BUSINESS SUBSIDY TO DAIRYLAND POWER. Deputy Clerk Schansberg mentioned the check for the acquisition of the land for the Bike Trail south to Iowa was written in the amount of \$158,094.15 to the Nethercut/Schieber Trust to complete the land purchases. Resolution 17-03 was referenced as approval to proceed with payment moving forward with a Grant reimbursement from LCCMR.

Voting for was: Webber, Sagen, Mensink, Swenson and Donney

Voting Against: No One

Absent from voting was: No One

Abstained from voting was: No one

The Consent agenda was approved and the Resolutions passed.

#### HISTORICAL SOCIETY:

Ralph Beaström gave an update on the Elevator Renovation project. He thanked staff and council for their assistance with the project.

#### BUILDING & MAINTENANCE:

Sludge is hauled every two years and completed recently.

Chris Johnson will be retiring December 31, 2019. Will need someone with a Class B Wastewater License until our maintenance staff can get their Class B Licenses. Administrator Illg mentioned that staff have been working on obtaining their wastewater license but the MPCA rules only allow staff to take tests when they have been employed for set periods of time.

#### EDA REPORT:

Attorney Schieber stated he was in the final stages of closing on all bike trail land acquisition between the EDA and residents. The city will be reimbursed the money from the LCCMR Fund so the land acquisition contracts need to be assigned to the City, since the option contracts were in the EDAs name prior. Motion by Donney and seconded by Swenson to assign ownership of the bike trail extension option purchase contracts to the City of Harmony. All present voting yes. Motion carried.

Dairyland Project: Call for an orderly resolution to annexation accepting 8.2 acres and \$750 for future tax dollars lost. Motion by Swenson and seconded by Sagen for a JOINT RESOLUTION: IN THE MATTER OF THE ORDERLY ANNEXATION BETWEEN THE CITY OF HARMONY AND HARMONY TOWNSHIP PURSUANT TO MINNESOTA STATUTES 414.0325.

Voting for the Resolution was: Sagen, Webber, Mensink, Swenson and Donney

Voting against the Resolution was: No One

Absent from voting was: No One

Abstained from voting was: No One

The motion passed and Resolution adopted.

RESOLUTION 19-12 was presented: A RESOLUTION FOR BUSINESS DEVELOPMENT INFRASTRUCTURE APPLICATION. Administrator Illg mentioned this updated the amounts based upon the grant application for the resolution that was approved last month. Motion by Donney and seconded by Swenson to adopt the resolution.

Voting for the Resolution was: Sagen, Webber, Mensink, Swenson and Donney

Voting against the Resolution was: No One

Absent from voting was: No One

Abstained from voting was: No One

The motion passed and Resolution adopted.

Administrator Illg and Mayor Donney mentioned that they had received an email about a Cost Share Option with Fillmore County Public Health for a solar powered radar sign. City cost would be \$1,000 and we would need to do a couple of strategic activities. A couple options discussed were to work with law enforcement to patrol areas of concern along Hwy 52 or 139 and another would be to do a promotion by running public service announcements on the radio or social media or putting something in monthly newsletter. Motion by Swenson and seconded by Mensink to participate in the Statewide Health Improvement Partnership for \$1,000 and complete the Fillmore County Traffic-Calming project application placing the sign at the south end of Harmony on Hwy 139 by the 30 MPH sign. All present voting yes. Motion carried.

**PARK BOARD:**

It was noted that the recent Give to the Max Day through the Harmony Area Community Foundation brought in approximately \$28,000 for the Splash Pad Project. The Books donated by SMIF will be distributed to ECFE, the DayCares and Headstart.

Sandy Strozyk mentioned that Harmony Foods is doing a fund raiser by matching up to \$1,000 of funds donated at the checkout plus the Hoiness family will donate another \$1,000 to the Splash Pad Project.

**LIBRARY BOARD:**

MaryAnn Johnson retired from the Library Board. It was mentioned that Kellie Jo Dornink was interested to replace her.

**ARTS BOARD:**

Working on another POET JAM.

Sponsored the Fillmore Central High School Choir for \$500 to sing the National Anthem at the Minnesota Gopher game.

Sponsored the Fillmore Central 9<sup>th</sup> Grade Field trip for \$300.

Mayor Donney closed the TRUTH IN TAXATION HEARING AT 8:05 PM. No one appeared for the hearing.

**BUDGET:**

Resolution No. 19-11 was presented: A RESOLUTION CERTIFYING THE PROPOSED PROPERTY TAX LEVY TO THE COUNTY AUDITOR FOR 2019 TAXES PAYABLE IN 2020. Motion by Swenson and seconded by Webber to adopt the resolution.

Voting for the Resolution was: Sagen, Webber, Mensink, Swenson and Donney

Voting against the Resolution was: No One

Absent from voting was: No One

Abstained from voting was: No One

The motion passed and Resolution adopted.

**PERSONNEL COMMITTEE:**

Attorney Schieber explained the need for a time-line and process to advertise for another Administrator/Clerk. It was also discussed how to handle the wastewater plant and license requirements given Chris Johnson's retirement. The committee will get together soon and decide how they would like to proceed.

Upon no further business, Mayor Donney adjourned the meeting.

Mayor Steve Donney

Eileen Schansberg, Deputy Clerk

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

January 14, 2020

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 101 General Fund					
General Fund		Union Central Pension Fund	CENTRAL PENSION FUND	Union pension	\$264.00
General Fund		Health Insurance	I.U.O.E. LOCAL 49 FRINGE BENEF	Union Insurance	\$3,720.00
General Fund		Union Dues	IUOE LOCAL #49	Union Dues	\$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	copy paper	\$37.99
General Fund	Administration	General Operating Supplies	1 SOURCE	desk calendars-4	\$23.74
General Fund	Administration	General Operating Supplies	1 SOURCE	office products/copy paper	\$108.14
General Fund	Administration	Repair/Maint Office Equipment	METRO SALES	Copier Qtrly maint contract	\$285.72
General Fund	Administration	Repair/Maint Office Equipment	METRO SALES	Base Copier Maintenance	\$223.00
General Fund	Administration	Taxes, Licenses & Permits	AUTO LICENSE BUREAU	'02 City Van license	\$19.25
General Fund	Animal Control	General Operating Supplies	HARMONY FOODS	cat food	\$16.96
General Fund	Civil Defense	Telephone	HARMONY TELEPHONE COMPANY	Sirens/DSL Phone	\$89.79
General Fund	Community Center	Building Repair Materials	KINGSLEY MERCANTILE	floor epoxy kit/tape/bulbs	\$101.05
General Fund	Community Center	Cleaning Supplies	DALCO	paper towels/disposble gloves	\$75.71
General Fund	Community Center	Cleaning Supplies	DALCO	bath tissue	\$87.18
General Fund	Community Center	Cleaning Supplies	SUPERIOR CHEMICAL CORP	bathroom cleaners	\$63.95
General Fund	Community Center	Contractual Services	CUSTOM COMMUNICATIONS, INC	fire alarm monitoring Contract	\$94.50
General Fund	Community Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Comm Ctr	\$2,702.18
General Fund	Community Center	Gas Utilities	MINNESOTA ENERGY	monthly gas service Comm Ctr	\$524.03
General Fund	Community Center	General Operating Supplies	KINGSLEY MERCANTILE	batteries/lights	\$31.06
General Fund	Community Center	General Operating Supplies	KINGSLEY MERCANTILE	painters tape	\$8.99
General Fund	Community Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chevy pickup	\$23.87
General Fund	Community Center	Refuse/Garbage Disposal	FILLMORE CO. RESOURCE RECOVERY	disposal fax machine/mini fridge/microwav	\$24.25
General Fund	Community Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Comm Ctr	\$54.91
General Fund	Community Center	Small Tools and Minor Equip	DALCO	Vacuum cleaner	\$637.35
General Fund	Community Center	Small Tools and Minor Equip	PRESTON AUTO PARTS	mud flaps Chevy pickup	\$33.96
General Fund	Community Center	Taxes, Licenses & Permits	AUTO LICENSE BUREAU	'17 Chevy pickup license	\$9.63
General Fund	Community Center	Telephone	HARMONY TELEPHONE COMPANY	Admin Phone/DSL	\$221.67
General Fund	Community Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Comm Ctr	\$36.18
General Fund	Community Development	Engineering Fees	STANTEC CONSULTING SERVICES, I	Engineer service-Splash Pad Committee	\$153.75
General Fund	Community Development	Engineering Fees	STANTEC CONSULTING SERVICES, I	2020 Street Pjt Engineering	\$15,577.67
General Fund	Community Development	Engineering Fees	STANTEC CONSULTING SERVICES, I	2020 Street Pjt Engineering	\$757.25
General Fund	Community Events	General Operating Supplies	HARMONY FOODS	food-Golden Happenings	\$38.57
General Fund	Ice & Snow Removal	Contractual Services	BRUENING ROCK PRODUCTS, INC	Snow removal 12/31/19	\$710.00
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	KWIK TRIP,INC	gas/diesel skid steer/tractor	\$197.06

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-1 ton plow	\$230.28
General Fund	Ice & Snow Removal	Motor Fuels/Lubricants	SEVERSON OIL CO.	diesel-tractor	\$119.85
General Fund	Ice & Snow Removal	Repair/Maint Other Improve	GULLICKSON REPAIR	DOT plow truck inspections (2)	\$150.00
General Fund	Ice & Snow Removal	Repair/Maint Vehicles	HAMMELL EQUIPMENT	Alternator/belt replaced	\$842.81
General Fund	Ice & Snow Removal	Taxes, Licenses & Permits	AUTO LICENSE BUREAU	'19 Int Plow Truck license	\$19.25
General Fund	Ice & Snow Removal	Taxes, Licenses & Permits	AUTO LICENSE BUREAU	'97 Plow Truck license	\$19.25
General Fund	Legal Services	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	Legal services for Dec	\$1,250.20
General Fund	Personnel Administration	General Operating Supplies	CULLIGAN	Wellness program	\$59.90
General Fund	Personnel Administration	General Operating Supplies	ILLG, JEROME	wellness program	\$27.90
General Fund	Personnel Administration	General Operating Supplies	SCHANSBERG, EILEEN	wellness program	\$7.99
General Fund	Personnel Administration	Uniforms	KELLY PRINTING & SIGNS	Coat-Corey	\$115.00
General Fund	Personnel Administration	Uniforms	USA BLUEBOOK	Safety Jacket-Corey	\$66.42
General Fund	Personnel Administration	Uniforms	USA BLUEBOOK	Safety Jacket returned-Corey	-\$51.05
General Fund	Police Department	Contractual Services	FILLMORE COUNTY SHERIFF	Qtrly sheriff contract	\$14,855.37
General Fund	Police Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Squad	\$182.65
General Fund	Police Department	Telephone	HARMONY TELEPHONE COMPANY	Police Phone	\$43.14
General Fund	Public Works Buildings	Building Repair Materials	MOREM ELECTRIC, INC	fans at city shop	\$898.09
General Fund	Public Works Buildings	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-shop	\$306.43
General Fund	Public Works Buildings	Gas Utilities	MINNESOTA ENERGY	monthly gas service Shop	\$257.06
General Fund	Public Works Buildings	General Operating Supplies	DALCO	disposable gloves	\$76.31
General Fund	Public Works Buildings	General Operating Supplies	KINGSLEY MERCANTILE	crazy glue/9 v batteries	\$15.28
General Fund	Public Works Buildings	General Operating Supplies	MISSISSIPPI WELDERS SUPPLY CO	oxygen/co2 cylinders	\$53.01
General Fund	Public Works Buildings	General Operating Supplies	PRESTON AUTO PARTS	windshield wash	\$17.94
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	\$23.17
General Fund	Streets	Equipment Parts	PRESTON AUTO PARTS	headlamp	\$15.99
General Fund	Streets	Taxes, Licenses & Permits	AUTO LICENSE BUREAU	'16 Ford 1-Ton license	\$19.25
General Fund	Tourism Programs	Lodging Tax	HARMONY CHAMBER OF COMMERCE	4th Qtr Lodging Tax County Lodge	\$503.50
General Fund	Visitor Center	Building Repair Materials	KINGSLEY MERCANTILE	outlet/Motion sensor	\$23.28
General Fund	Visitor Center	Cleaning Supplies	SUPERIOR CHEMICAL CORP	bathroom cleaners	\$63.95
General Fund	Visitor Center	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Vis Ctr	\$156.60
General Fund	Visitor Center	Gas Utilities	MINNESOTA ENERGY	monthly gas service Vis Ctr	\$440.33
General Fund	Visitor Center	Motor Fuels/Lubricants	KWIK TRIP,INC	gas-Chevy pickup	\$23.87
General Fund	Visitor Center	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-Vis Ctr	\$25.51
General Fund	Visitor Center	Small Tools and Minor Equip	PRESTON AUTO PARTS	mud flaps Chevy pickup	\$33.96
General Fund	Visitor Center	Taxes, Licenses & Permits	AUTO LICENSE BUREAU	'17 Chevy pickup license	\$9.62
General Fund	Visitor Center	Water Utilities	HARMONY PUBLIC UTILITIES	water-Vis Ctr	\$16.82

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 101 General Fund					\$48,145.34
Fund 211 Library Fund					
Library Fund	Library	General Operating Supplies	KINGSLEY MERCANTILE	string lights	\$21.98
Library Fund	Library	Media-Audio	INGRAM LIBRARY SERVICES, INC	audio books	\$49.73
Library Fund	Library	Media-Audio	PRESTON PUBLIC LIBRARY	audio book	\$24.00
Library Fund	Library	Media-Books	BAKER & TAYLOR	books	\$18.67
Library Fund	Library	Media-Books	BAKER & TAYLOR	books	\$304.73
Library Fund	Library	Media-Books	BAKER & TAYLOR	Books	\$38.12
Library Fund	Library	Media-Books	CENTER POINT LARGE PRINT	books	\$1,625.04
Library Fund	Library	Media-Books	JUNIOR LIBRARY GUILD	books	\$645.40
Library Fund	Library	Media-E-Audio	SOUTHEASTERN LIBRARIES COOP	Over drive subscription	\$500.00
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$23.76
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$13.43
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVD	\$47.00
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$33.96
Library Fund	Library	Media-Video	AMAZON CAPITAL SERVICES	DVDs	\$27.13
Library Fund	Library	Office Accessories	DEMCO, INC	Mystery Book spine stickers	\$58.40
Library Fund	Library	Office Accessories	QUILL CORPORATION	desk organizer	\$9.59
Library Fund	Library	Office Accessories	QUILL CORPORATION	markers/pens/paper	\$269.79
Library Fund	Library	Printed Forms	SOUTHEASTERN LIBRARIES COOP	mailers & SMS notices	\$39.27
Library Fund	Library	Program Services	RIVERSIDE CONCERTS	Alash program fee	\$250.00
Library Fund	Library	Program Supplies	SOUTHEASTERN LIBRARIES COOP	Summer Reading DVD	\$5.00
Library Fund	Library	Repair/Maint Office Equipment	METRO SALES	copier contract final	\$201.82
Library Fund	Library	Software Service Fees	SOUTHEASTERN LIBRARIES COOP	basic services & PC support	\$599.02
Library Fund	Library	Telephone	HARMONY TELEPHONE COMPANY	Library Phone	\$72.96
Fund 211 Library Fund					\$4,878.80
Fund 222 Fire Fund					
Fire Fund	Fire Department	Equipment Parts	MOREM ELECTRIC, INC	parts for Grass Rig	\$12.66
Fire Fund	Fire Department	General Operating Supplies	KINGSLEY MERCANTILE	Fire Dep prizes	\$99.00
Fire Fund	Fire Department	General Operating Supplies	WHALEN, COREY	decor for Canton Lite Parade	\$61.05
Fire Fund	Fire Department	Motor Fuels/Lubricants	S&A PETROLEUM, INC	diesel	\$112.95
Fire Fund	Fire Department	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas/diesel-fire	\$122.86
Fire Fund	Fire Stations and Bldgs	Cleaning Supplies	KINGSLEY MERCANTILE	vacuum bags/clips	\$14.79
Fire Fund	Fire Stations and Bldgs	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-Fire hall	\$306.59
Fire Fund	Fire Stations and Bldgs	Gas Utilities	MINNESOTA ENERGY	monthly gas service Firehall	\$289.11
Fire Fund	Fire Stations and Bldgs	Repair/Maint Bldg/Structures	MID-AMERICA BACKFLOW PREVENTE	backflow testing @ Firehall	\$125.00



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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fire Fund	Fire Stations and Bldgs	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-fire hall	\$23.18
Fire Fund	Fire Stations and Bldgs	Telephone	HARMONY TELEPHONE COMPANY	Fire Phone	\$44.14
Fire Fund	Fire Stations and Bldgs	Water Utilities	HARMONY PUBLIC UTILITIES	water-fire hall	\$15.28
Fund 222 Fire Fund					\$1,226.61
Fund 223 Ambulance Fund					
Ambulance Fund		Ambulance Accounts Receivab	HUMANA HEALTH CARE PLANS	Amb-refund D Stutzman (2)	\$193.23
Ambulance Fund	Ambulance Service	Contractual Services	ANCOM TECHNICAL CENTER	2020 Maintenance Contract	\$551.60
Ambulance Fund	Ambulance Service	Dues	MINNESOTA AMBULANCE ASSOC.	2020 MAA Dies	\$342.50
Ambulance Fund	Ambulance Service	Financial Services Fees	EXPERT T BILLING	Billing service for Dec	\$420.00
Ambulance Fund	Ambulance Service	Medical and Dental Fees	MAYO CLINIC AMBULANCE	Intercept chgs JA	\$194.76
Ambulance Fund	Ambulance Service	Medical and Dental Fees	TRI STATE AMBULANCE SERVICE	Intercept chgs BK	\$250.00
Ambulance Fund	Ambulance Service	Medical and Dental Fees	WINNESHIEK CO. MEMORIAL HOSPIT	Intercept chgs LP	\$248.00
Ambulance Fund	Ambulance Service	Medical Supplies	EMERGENCY MEDICAL PRODUCTS	Amb medical supplies	\$722.46
Ambulance Fund	Ambulance Service	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	medical oxygen	\$35.01
Ambulance Fund	Ambulance Service	Medical Supplies	MISSISSIPPI WELDERS SUPPLY CO	medical oxygen	\$33.34
Ambulance Fund	Ambulance Service	Motor Fuels/Lubricants	HAMMELL EQUIPMENT	DEF Fluid-Amb	\$13.93
Ambulance Fund	Ambulance Service	Motor Fuels/Lubricants	KWIK TRIP,INC	diesel-Amb	\$362.31
Ambulance Fund	Ambulance Service	Taxes, Licenses & Permits	ELAN FINANCIAL SERVICES	reimbursed EMT Lic T Bigalk	\$20.00
Ambulance Fund	Ambulance Service	Taxes, Licenses & Permits	HANSON, JORDON	reimbursed EMT License J Hanson	\$20.00
Ambulance Fund	Ambulance Service	Telephone	VERIZON WIRELESS	monthly cell service/hotspot	\$47.64
Ambulance Fund	Ambulance Service	Travel Expenses	SCHANSBERG, EILEEN	mileage to Amb mtg LaCrosse	\$60.95
Fund 223 Ambulance Fund					\$3,515.73
Fund 251 Park Fund					
Park Fund	Parks	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-parks	\$177.55
Park Fund	Parks	Other Equipment	MIDWEST PLAYSAPES, INC	playground Equip @ Comm Ctr	\$34,049.00
Park Fund	Parks	Other Improvements	BELSON OUTDOORS, INC	Recycling Receptacles	\$3,537.38
Fund 251 Park Fund					\$37,763.93
Fund 261 Arts Fund					
Arts Fund	Arts	Program Services	FILLMORE CENTRAL SCHOOLS	Riverside Concert Series donation	\$400.00
Arts Fund	Arts	Taxes, Licenses & Permits	ASCAP	2020 Copyright License	\$363.00
Fund 261 Arts Fund					\$763.00
Fund 318 G.O. Bond 2017A					
G.O. Bond 2017A	G.O. Impr & Rev Note 201	Debt Service Interest	FIRST INDEPENDENT BANK-RUSSELL	GO Bond '17A Int pmt	\$12,146.63
G.O. Bond 2017A	G.O. Impr & Rev Note 201	Debt Service Principal	FIRST INDEPENDENT BANK-RUSSELL	GO Bond '17A pmt	\$77,500.00

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Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 318 G.O. Bond 2017A					\$89,646.63
Fund 601 Water Fund					
Water Fund		Revenue Bonds Payable NC	FIRST INDEPENDENT BANK-RUSSELL	2017 Bond pmt	\$9,000.00
Water Fund	G.O. Impr & Rev Note 201	Debt Service Interest	FIRST INDEPENDENT BANK-RUSSELL	2017 Bond int pmt	\$1,403.00
Water Fund	PFA Note 2015 Well	Debt Service Interest	MPFA	'16 Well note interest	\$3,510.00
Water Fund	Water Utility Administratio	Postage	ELAN FINANCIAL SERVICES	mailed 2 water samples	\$17.04
Water Fund	Water Utility Administratio	Taxes, Licenses & Permits	AUTO LICENSE BUREAU	trench box trailer license	\$19.25
Water Fund	Water Utility Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine cylinder	\$5.00
Water Fund	Water Utility Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	water treatment	\$42.72
Water Fund	Water Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-pumphouses	\$1,363.96
Water Fund	Water Utility Operation	Gas Utilities	MINNESOTA ENERGY	monthly gas service Well #1	\$56.12
Water Fund	Water Utility Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Water Testing Lab Fees	\$40.00
Water Fund	Water Utility Operation	Motor Fuels/Lubricants	S&A PETROLEUM, INC	generator diesel	\$112.95
Fund 601 Water Fund					\$15,570.04
Fund 602 Sewer Fund					
Sewer Fund	Sewer Administration	Taxes, Licenses & Permits	AUTO LICENSE BUREAU	jetter trailer license	\$19.25
Sewer Fund	Sewer Administration	Taxes, Licenses & Permits	MN DEPT OF PUBLIC SAFETY (LCD)	2020 Hazardous waste permit	\$100.00
Sewer Fund	Sewer Operation	Chemicals and Chem Products	HAWKINS WATER TREATMENT GROU	chlorine cylinder	\$10.00
Sewer Fund	Sewer Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-WWTP/Lifts	\$1,755.11
Sewer Fund	Sewer Operation	Equipment Parts	KINGSLEY MERCANTILE	sawzall blades/handle	\$54.98
Sewer Fund	Sewer Operation	Equipment Parts	SOLBERG WELDING	cold roller rounds	\$27.44
Sewer Fund	Sewer Operation	Gas Utilities	MINNESOTA ENERGY	monthly gas service-WWTP	\$588.79
Sewer Fund	Sewer Operation	General Operating Supplies	KINGSLEY MERCANTILE	lock/key/hasp	\$11.15
Sewer Fund	Sewer Operation	General Operating Supplies	SUPERIOR CHEMICAL CORP	detergent	\$78.56
Sewer Fund	Sewer Operation	Laboratory & Testing Fees	UTILITY CONSULTANTS, INC	Wastewater Testing Lab Fees	\$812.40
Sewer Fund	Sewer Operation	Motor Fuels/Lubricants	S&A PETROLEUM, INC	generator diesel	\$112.95
Sewer Fund	Sewer Operation	Repair/Maint Other Improve	K&R EQUIPMENT, INC	fall sludge hauling	\$113.85
Sewer Fund	Sewer Operation	Repair/Maint Other Improve	K&R EQUIPMENT, INC	fall sludge hauling	\$1,377.94
Sewer Fund	Sewer Operation	Repair/Maint Other Improve	MID-AMERICA BACKFLOW PREVENTE	backflow testing @ WW Plant	\$125.00
Sewer Fund	Sewer Operation	Sewer Utilities	HARMONY PUBLIC UTILITIES	sewer-WWTP	\$2,236.51
Sewer Fund	Sewer Operation	Telephone	HARMONY TELEPHONE COMPANY	Lift Stations Dialer/DSL Phone	\$155.57
Sewer Fund	Sewer Operation	Utility Maint Materials	TEAM LABORATORY CHEM. CORP.	Lift station degreaser	\$2,101.50
Sewer Fund	Sewer Operation	Utility Maint Materials	USA BLUEBOOK	dechlorination tablets	\$178.73
Sewer Fund	Sewer Operation	Water Utilities	HARMONY PUBLIC UTILITIES	water-WWTP	\$1,473.17
Sewer Fund	Sewer PFA Note 2003	Debt Service Interest	MPFA	'04 sewer note interest	\$715.00
Fund 602 Sewer Fund					\$12,047.90

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

01/10/20 3:17 PM

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January 14, 2020

Fund Descr	Department	Object of Expense	Vendor	Comments	Amount
Fund 603 Solid Waste Fund					
Solid Waste Fund	Solid Waste Operation	Repair/Maint Other Improve	DAVIS CONSTRUCTION, LLC	Tree Dump work	\$3,375.00
Fund 603 Solid Waste Fund					\$3,375.00
Fund 604 Electric Fund					
Electric Fund	Electric Utility Operation	Electric Power for Resale	MI ENERGY COOPERATIVE	Power for Resale	\$73,277.41
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-streetlights	\$1,432.08
Electric Fund	Electric Utility Operation	Electric Utilities	HARMONY PUBLIC UTILITIES	Elec-town clock	\$13.42
Electric Fund	Electric Utility Operation	Motor Fuels/Lubricants	SEVERSON OIL CO.	gas-Ford pickup	\$139.76
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	GOPHER STATE ONE CALL, INC	locate/no locates	\$4.05
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	blown line fuse	\$467.50
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	hookup new house	\$317.50
Electric Fund	Electric Utility Operation	Repair/Maint Other Improve	MI ENERGY COOPERATIVE	hook up Bishop old bank bldg	\$232.50
Electric Fund	Electric UtilityAdministratio	Taxes, Licenses & Permits	AUTO LICENSE BUREAU	boom truck license	\$19.25
Electric Fund	Electric UtilityAdministratio	Taxes, Licenses & Permits	AUTO LICENSE BUREAU	'14 Ford Pickup license	\$19.25
Electric Fund	Electric UtilityAdministratio	Taxes, Licenses & Permits	AUTO LICENSE BUREAU	generator trailer license	\$19.25
Fund 604 Electric Fund					\$75,941.97
Fund 620 Economic Development Authority					
Economic Development	Economic Development	Legal Fees	NETHERCUT SCHIEBER ATTORNEYS	Legal services for Dec	\$800.80
Economic Development	Economic Development	Planning & Development Fees	CEDA	1st Qtr EDA Contract	\$7,800.50
Economic Development	Economic Development	Telephone	HARMONY TELEPHONE COMPANY	EDA Phone	\$21.74
Fund 620 Economic Development Authority					\$8,623.04
					\$301,497.99

# **ADMINISTRATOR'S REPORT**

## **For the Period December 10, 2019 to January 14, 2020**

### ADMINISTRATION

Received approval from signed USDA paperwork to proceed with projects for generator at WWTP and for motorized scissor lift. Lift has been ordered and received. Attended lift training. Generator has arrived for wastewater plant. Generator has been placed on pad waiting for Morem's to connect it.

Reviewed properties for ordinance violations with deputy. Mailed 25 notices. Review of properties and follow up has occurred with deputy again. Deputy will be contacting remaining ordinance violators.

Coordinated splash pad project with engineer.

Sent assessment notices to county that were approved.

Ordered community center playground equipment and recycling waste containers for downtown. They recently arrived.

Coordinated several items for Dairyland Power project. Engineering, Annexation, TIF, etc.

Submitted paperwork to county for cooperative speed signs. Have not heard from county yet. Ordered and received 2 other speed signs for Hwy 52. Will be installed in spring when weather and ground conditions allow.

Submitted 2020 annual budget and levy information and reports to county and state.

Preparing for 2019 audit.

Submitting other required annual reports to county, state, and federal agencies.

Administered planning and zoning meeting information for meeting on 2/4/20.

**City of Harmony**  
**Cash Balance Report**  
**November 2018 and November 2019**

<u>Fund Description</u>	<u>November-18</u>	<u>November-19</u>
General Fund	742,203.88	577,905.98
Revolving Loan Fund	91,461.03	106,819.67
Commercial Rehab Fund	11,906.70	12,000.10
Library Fund	14,980.32	(19,427.38)
Fire Fund	27,366.76	27,341.63
Ambulance Fund	107,122.87	87,896.68
Park Fund	77,558.52	34,745.71
Arts Fund	5,330.20	3,982.91
GO Improvement 2010A-3rd St SW	40,003.55	43,162.64
GO Tax Abatement 2013A-Comm Cntr	7,530.78	(8,637.78)
GO Improvement 2013B-Heritage Grove	24,544.67	12,152.21
GO Improvement 2014A-1st Ave SW	32,892.57	27,746.88
GO Improvement 2017A-Various	102,796.38	84,489.82
Capital Projects Fund	890,821.50	742,735.43
TIF District #5-Antique Mall	15,123.54	-
TIF District #6-HECO	14,152.72	7,362.06
2017 Street and Utility Project	(8,164.50)	-
Water Fund	212,223.73	260,980.38
Sewer Fund	71,658.50	2,150.27
Solid Waste Fund	9,378.29	11,738.05
Electric Fund	716,319.71	630,241.56
Storm Water Fund	12,664.96	16,013.11
Economic Development Fund	81,598.29	(159,357.07)
<b>Total</b>	<u><u>3,301,474.97</u></u>	<u><u>2,502,042.86</u></u>

# FILLMORE COUNTY SHERIFF



## Office of the FILLMORE COUNTY SHERIFF

JOHN DEGEORGE Sheriff  
LANCE BOYUM Chief Deputy  
901 Houston St. NW  
PRESTON, MN 55965-1080

Tel: 507-765-3874  
Emergency Dial 911  
Fax: 507-765-2703

Date: December 1, 2019  
To: Harmony City Council  
From: Jason Harmening, Deputy Sheriff  
John DeGeorge, Fillmore County Sheriff  
Re: December 2019 Monthly Council Report (November Stats)

### Calls for Service / Patrol Activity:

Reported Date	Title	St Name	Badge ID
2019-11-02	Assault	MAIN AVE	2323
2019-11-02	Assault	MAIN AVE	2307
2019-11-03	Ambulance	MAIN ST	2320
2019-11-03	Ambulance	MAIN ST	2320
2019-11-09	Assist	2ND AVE	2315
2019-11-09	Alarm	4TH ST	2315
2019-11-10	Assist	140TH ST	2307
2019-11-10	Traffic	HIGHWAY 52	2315
2019-11-10	Traffic	HIGHWAY 52	2311
2019-11-11	Alarm	4TH ST	2320
2019-11-11	Suspicious Activity		2320
2019-11-11	Suspicious Activity		2311
2019-11-11	Disabled or Abandoned Vehicle	HIGHWAY 52	2307
2019-11-14	Fraud/Scam	3rd AVE SE	2303
2019-11-14	Assist	MAIN AVE	2323
2019-11-15	Traffic	HWY 52	2320

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Emergency Dial 911  
Fax: 507-765-2703

2019-11-16	Traffic	MAIN ST	2323
2019-11-18	Burglary	2ND AVE	2309
2019-11-18	Suspicious Activity	5th ST	2309
2019-11-18	Suspicious Activity	5th ST	2310
2019-11-19	Assist	MAIN AVE	2314
2019-11-20	Suspicious Activity	2nd ST	2310
2019-11-22	Ambulance	MAIN AVE	2320
2019-11-22	Burglary	1ST ST	2320
2019-11-23	911 Hang Up	1ST AVE	2307
2019-11-23	Civil	2ND AVE	2317
2019-11-23	Civil	1ST AVE	2317
2019-11-23	Civil	1ST AVE	2315
2019-11-25	Drugs	2ND AVE	2302
2019-11-25	Crash	CENTER ST	2323
2019-11-26	Animal Complaint	5TH AVE	2307
2019-11-30	Welfare Check	MAIN AVE	2315

Resolution No. 20-01

**A RESOLUTION MAKING APPOINTMENTS TO CERTAIN POSTS AND OFFICES  
OF THE CITY OF HARMONY FOR THE YEAR 2020**

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, 2020.

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 14<sup>th</sup> day of January 2020.

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

ATTEST:

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



Exhibit A

CITY OF HARMONY  
 2020 APPOINTMENTS  
 (1 year term unless otherwise noted)

Position	Held In 2019	Appointed For 2020
Mayor Pro-Tem .....	Swenson .....	Swenson
Street & Utilities Committee .....	Webber, Sagen .....	Webber, Sagen
Personnel Committee.....	Swenson, Sagen.....	Swenson, Sagen
Building Committee .....	Webber, Sagen .....	Webber, Sagen
Budget Committee .....	Donney, Sagen .....	Donney, Sagen
EDA Board .....	Kerry Kingsley .....	Kerry Kingsley (12/31/25)
Planning Commission .....	Erik Olson .....	Erik Olson (12/31/23)
(5 members, 4 year terms)		
Park Board .....	Miles Petree .....	Miles Petree (12/31/22)
(5 members, 3 year terms).....	Tony Webber .....	Tony Webber (12/31/22)
Arts Board .....	Sue Hahn .....	Sue Hahn (12/31/22)
(7 members, 3 year terms).....	Kylie Fenton.....	Kylie Fenton (12/31/22)
.....	Ellie Liew .....	Ellie Liew (12/31/22)
Library Board .....	MaryAnn Johnson.....	Kelli Jo Dornink (12/31/22)
(7 members, 3 year terms) .....	Joan Michel.....	Joan Michel (12/31/22)
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

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

HELD: January 14, 2020

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Harmony, Fillmore County, Minnesota, was duly called and held on the 14<sup>th</sup> day of January 2020, at 7:00 p.m.

The following members of the Council were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION 20-02 – AMENDING THE BOUNDARIES OF  
TAX INCREMENT FINANCING DISTRICT NO. 1-6

WHEREAS:

A. In January of 2014, the City of Harmony, Minnesota (the "City") created Tax Increment Financing District No. 1-6; and

B. The City now proposes to remove a portion of the property included in TIF District No. 1-6 and to include the property in proposed TIF District No. 1-7; and

C. Minnesota Statutes Chapter 469.175 subdivision 4(a) permits removal of parcels to occur without notification or a public hearing if the current net tax capacity of the parcels to be removed equals or exceeds the original net tax capacity of the parcels, or the authority agrees that the original net tax capacity of the TIF District will be reduced by no more than the current net tax capacity of the parcels removed.

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

1. Removal of parcels from TIF District No. 1-6. The City hereby removes the following parcels from TIF District No. 1-6:

150546010  
150569010  
150570000  
150572000  
150573000  
150575000  
150576000

2. Agreement to limit tax capacity removed. The City agrees that the original net tax capacity of the TIF District will be reduced by no more than the current net tax capacity of the parcels removed.
3. Filing. The City Administrator is authorized and directed to file a copy of this resolution with the County Auditor.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

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

I, the undersigned, being the duly qualified and acting City Administrator of the City of Harmony, Minnesota, DO HEREBY CERTIFY that, I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City insofar as such minutes relate to Tax Increment Financing District No. 1-6 in the City.

WITNESS my hand this 14th day of January 2020.

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



2905 S. Broadway  
Rochester, MN 55904  
Phone: 507-288-3923

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT, by and between **Harmony, Minnesota** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as:

**Wastewater Treatment Facility Operations Assistance** and, as described in more detail in attached Exhibit A.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached STANDARD TERMS AND CONDITIONS.

**Scope of Services**

Provide the services of Steve Bushman, Certified Class A Operator #A-4339, as described on the attached Scope of Services included in Exhibit A.

**Basis of Compensation**

For the services described above, the Client shall remunerate WHKS as follows:



Items 1-6: Billed hourly with an estimated monthly fee of \$4,500, including expenses. Expenses billed at actual cost and mileage at the current published IRS rate per mile.

Should WHKS need to provide additional assistance beyond the duties outlined in Exhibit A, we will provide those at a rate of \$112 per hour. This agreement will continue monthly if agreeable by both parties. The City of Harmony or WHKS may terminate the operational assistance arrangement as long as a 30-day notice is provided to either party and MPCA is notified in advance of termination.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF HARMONY**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
  
By: \_\_\_\_\_  
Printed Name: William Angerman, P.E.  
Title: Executive Vice President, COO

## **Exhibit A to Professional Services Agreement**

### **A. Project**

The Minnesota Pollution Control Agency (MPCA) requires that the person who has direct responsibility for the operation of a wastewater facility be properly certified, and if contract wastewater operations training and direction is provided, at least two on-site visits per week for a minimum visit of 2 (two) hours per time be provided for a Class B facility. The major wastewater treatment responsibilities that WHKS would provide are as follows:

### **B. Scope of Services Provided Under This Agreement**

1. Perform and provide technical training to City staff on treatment processes. Provide direction of plant operations for two periods per week for two hours per time period for a total of four hours per week, not including travel time.
2. Perform and provide technical training to City staff in monitoring, sampling, analyzing, and reporting as required by the Minnesota Pollution Control Agency (MPCA) with respect to the NPDES permit for wastewater treatment. The staff will be instructed in testing that should be performed to maintain the daily operation of the wastewater treatment facility.
3. Review with City staff the daily operations of the wastewater treatment facility.
4. Provide a liaison between City of Harmony and the MPCA in matters relating to compliance with water quality and discharge requirements.
5. Certify the monthly wastewater monitoring and operations reports to the MPCA.
6. Answer and provide wastewater operations assistance via the telephone on an as-needed basis to City staff.

### **C. City Responsibilities**

1. The City of Harmony will purchase and maintain all liability, property damage and personal injury insurance for the wastewater treatment facilities to include all equipment, building and related facilities.
2. The City of Harmony hereby agrees to acquire and pay for services for necessary contractors to perform maintenance activities that are beyond the capability of City Employees.
3. The City of Harmony will be the responsible party for all Minnesota Pollution Control Agency (MPCA), Environmental Protection Agency (EPA), or other state or federal agency license violations. WHKS staff will cooperate fully with any investigation of alleged violations of any license or permit issued to the City for operation of the wastewater treatment facility.
4. The City of Harmony will provide and pay for all utilities, supplies, chemicals, testing, biosolids removal and disposal, and other items necessary to operate the wastewater treatment facility.

5. The City of Harmony will provide staff members to perform the following duties:

- Perform operational duties of the wastewater treatment facility.
- Maintenance and repair of wastewater equipment.
- Perform all on-call duties for the wastewater treatment facility.
- Receive training on the operations and maintenance of the wastewater treatment facility.
- Perform general maintenance and cleaning of the wastewater treatment buildings and grounds, including mowing the grass and plowing the snow.
- Other incidental items not listed above.

D. Special Engineering Services

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

1. Quality Control Testing
2. Permit reissuance through the NPDES/SDS Permit Program.
3. Funding Assistance, including grant and/or loan applications.
4. Sanitary sewer rate study.
5. Additional work if needed to accommodate changes in operation due to industrial contributors adding loads to the City's sewer system.

## STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

### 1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

### 2. Governing Law

The laws of the State of Minnesota will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

### 3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

### 4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

### 5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

### 6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

### 7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

### 8. Ownership of Records

All reports, plans, specifications, field data and notes and other



documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

#### **9. Delivery of Electronic Files**

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

#### **10. Changed Conditions**

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

#### **11. Permits and Approvals**

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

#### **12. Suspension of Services**

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

#### **13. Termination**

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

#### **14. Unauthorized Changes**

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

#### **15. Jobsite Safety**

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

#### **16. Additional Services**

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

#### **17. Dispute Resolution**

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

#### **18. Third Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

#### **19. Extension of Protection**

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

#### **20. Timeliness of Performance**

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

#### **21. Delays**

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

#### **22. Right to Retain Subconsultants**

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

#### **23. Assignment**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

#### **24. Severability and Survival**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

#### **25. Hazardous Materials**

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

#### **26. Joint Participation**

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

#### **27. Record Documents**

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **Harmony, Minnesota** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as:

**Wastewater Treatment Facility Operations Assistance** and, as described in more detail in attached Exhibit A.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached STANDARD TERMS AND CONDITIONS.

### Scope of Services

Provide the services of Steve Bushman, Certified Class A Operator #A-4339, as described on the attached Scope of Services included in Exhibit A.

### Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Items 1-6: Billed hourly with an estimated monthly fee of \$4,500, including expenses. Expenses billed at actual cost and mileage at the current published IRS rate per mile.

Should WHKS need to provide additional assistance beyond the duties outlined in Exhibit A, we will provide those at a rate of \$112 per hour. This agreement will continue monthly if agreeable by both parties. The City of Harmony or WHKS may terminate the operational assistance arrangement as long as a 30-day notice is provided to either party and MPCA is notified in advance of termination.

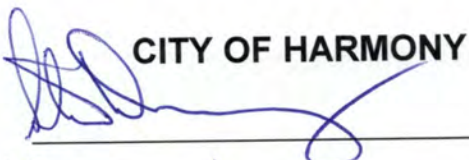
Executed this 7<sup>th</sup> day of January, 2020.



By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

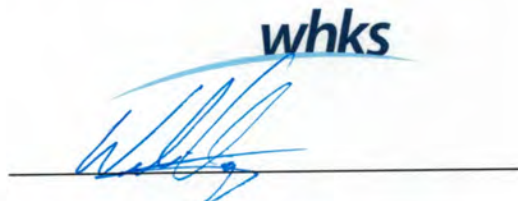
Title: \_\_\_\_\_

  
**CITY OF HARMONY**  
Printed Name: Steve Donney  
Title: Mayor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
Printed Name: William Angerman, P.E.  
Title: Executive Vice President, COO

**MEMO**

**To: Harmony EDA**  
**Date: January 9, 2020**  
**From: Chris Giesen**  
**RE: Hammel House & Co. Development Agreement**

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**Background**

At the last EDA meeting, the board discussed the status of the Hammel House & Co. development agreement, which in summary assisted the developer by contributing \$120,000 towards the paving of 3<sup>rd</sup> Ave SE. This assistance was given on the condition that at least one house with a taxable value of \$250,000 or more was built each year on the lots the road improvements served. The first home was due to be constructed by December 31, 2019, and then another home each subsequent year thereafter until December 31, 2028. However, each year the benchmarks are not met, a repayment of \$12,000 is due from the developer to the city.

Upon learning that the developer would not be able to complete a home in 2019 as required, because of weather and contractor scheduling, the board considered the developer's request to forgo the \$12,000 repayment due in anticipation that the developer builds two homes in 2020. The board was uncomfortable with the potential precedent such action might set and that potential slippery slope it could cause for the developer if his 2020 plans did not materialize as hoped.

However, the board discussed that it would be open to reimbursing the penalty payment in full if it were paid as required in the development agreement and the developer was able to catch up with his construction schedule (i.e. build two homes in 2020). The board asked that staff discuss this potential arrangement with the developer. The developer agreed that the EDA's proposed arrangement seemed reasonable.

**Action Requested**

1. Continue forward with the development agreement as it stands. Assuming no home is built by the end of 2019, the developer would owe the city \$12,000 as outlined in the agreement, and;
2. Approve a motion to reimburse the developer the penalty paid (\$12,000) upon construction of two homes by December 31, 2020, provided the other terms of the development agreement are also met.

2020 Street and Utility Improvements  
Harmony, MN  
Project Schedule (Tentative)

<u>Task</u>	<u>Date</u>
Approve Feasibility Report/ Call for a Public Hearing	Complete
Public Hearing/ Authorize Plans and Specifications	Complete
2020 Street and Utility Improvements Plans and Specifications	In Progress
<i>Council Approval of Plans and Specifications (Special Meeting)</i>	<i>Feb. 25, 2020</i>
<i>Submit Advertisement for Bids for Publication</i>	<i>Feb. 26, 2020</i>
<i>Bid Date</i>	<i>March 26, 2020</i>
<i>Award Bid</i>	<i>April 14, 2020</i>
Begin Construction	May 25, 2020
Substantial Completion	Oct. 2020
Final Completion	June 2021
Assessment Hearing	Nov. 2020

INTERIM EMPLOYMENT AGREEMENT BETWEEN CITY OF HARMONY  
AND JOEL DHEIN

THIS AGREEMENT is made by and between the City of Harmony, Fillmore County, Minnesota, a municipal corporation (the "Employer" or City"), and Joel Dhein (the "Employee"). In consideration of the mutual covenants and promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employer and Employee agree as follows:

1. POSITION. Employer agrees to employ Employee as City Administrator on an interim basis. Employee will be exempt under the federal and state Fair Labor Standards Acts. Employee agrees to serve as City Administrator in accordance with the list of duties attached hereto and incorporated herein in its entirety as Appendix A, as may be amended from time to time, and state statutes, resolutions, and/or ordinances, policies, procedures, and practices, and perform such other legally permissible and proper duties and functions as are contained herein or as the City Council will from time to time assign to Employee.
2. TERM OF EMPLOYMENT. Employee will begin employment with Employer under the terms of this Agreement on February 5, 2020 and will continue until May 1, 2020 or such employment is terminated in accordance with this Agreement.
3. WAGES. Employer will pay Employee a rate of forty-five dollars (\$45.00) per hour for each hour he works at City offices or other City-designated work site. The wages will be payable consistent with the Employer's normal payroll practices and subject to any authorized withholdings. Deductions from Employee's pay may be made as permitted by law.
4. PENSION PLAN. Employer will contribute to Public Employees Retirement Association if and to the extent required by State of Minnesota ("State") law for Employee or an alternate pension plan, if selected by Employee and authorized by State law.
5. FRINGE BENEFITS. Employer and Employee agree that providing Employee all fringe benefits available to regular employees is not consistent with the interim, short-term, and part-time nature of this position. Accordingly, Employee is not eligible for any fringe benefits provided to other City employees, except as specified in this Agreement. The Employer shall allow the Employer to make contributions to the Employee's ICMA-RC retirement plan through payroll deductions. The Employer shall allow the Employee to enroll in a flexible spending account (FSA) plan or other similar arrangement through payroll deductions.
6. ALLOWANCES. Employee reasonably expects to utilize his personal vehicle, his personal mobile phone, and his personal computing equipment for job-

related purposes. Employee will be paid an allowance to cover the expense of providing the above items of fifty dollars (\$50.00) per week or any portion thereof where work is performed for the Employer.

7. JOB-RELATED EXPENSES. Employer will reimburse Employee for job-related expenses, not covered above, which are incurred by Employee and are submitted by Employee in accordance with Employer's policies for reimbursement.
8. HOURS OF WORK. Employee will perform the duties specified in this Agreement at the times and locations determined by Employer. Employee will work on a part-time, approximately seventy-five percent (75%) of a full-time, basis, as determined by Employer under its policies so as to meet the business needs of Employer. Employee shall be present at City Hall generally from 8:00 a.m. to 6:00 p.m. Wednesday, Thursday, and Friday and be available to attend city council meetings on the second Tuesday of the month. Employee shall generally be expected to perform the duties of City Administrator at the City's offices or city designated work site unless performing other duties, business, or affairs of Employer on days as determined by the Mayor. It is understood that the position of Interim City Administrator requires attendance at evening meetings and occasionally at weekend meetings. Additional evening meetings will be scheduled to coincide with a regular scheduled workday as much as practical. Employee will be notified two (2) weeks in advance of required attendance at a weekend meeting. It is further understood, however, because employee is not receiving fringe benefits, he may adjust his scheduled hours of work in this paragraph as appropriate with approval of the Mayor in consideration of extraordinary time spent in evening and weekend meetings.
9. TERMINATION BENEFITS. Due to the interim, short-term nature of Employee's employment with Employer, the parties agree that termination benefits are not appropriate.
10. TERMINATION OF EMPLOYMENT. Employee's employment with the Employer will terminate on his or her last date of employment with the Employer, which will be the earliest of the following: (i) at the discretion of the Employer, on the date that is fourteen (14) calendar days after Employer submits written notice to Employee that Employee is involuntary terminated or date that is Employee's last date of employment as stated in a writing by Employer, whichever is later; (ii) at the discretion of the Employee, on the date that is fourteen (14) calendar days after Employer receives written notice from Employee that Employee is voluntarily resigning or date that is Employee's last date of employment as stated in Employee's written voluntary resignation, whichever is later; or (iii) date that is fourteen (14) calendar days after the date that the City Council's appointed regular, full-time City Administrator



begins employment with the City; or (iv) the date stated in paragraph 2 of this Agreement.

11. GENERAL CONDITIONS OF EMPLOYMENT. Nothing in this Agreement will prevent, limit, or otherwise interfere with the right of Employer to terminate the services of Employee at any time, for any reason, subject only to the provisions of this Agreement and applicable law. Furthermore, nothing in this Agreement will prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his or her position with Employer, subject only to the provisions of this Agreement.
12. INDEMNIFICATION. Employer will defend and indemnify Employee pursuant to Minn. Stat. § 466.07 and § 465.76. In addition, Employer will defend, hold harmless, and indemnify Employee from all claims based on tort, civil damages, penalties, fines, and claims based on violation of statutes, ordinances and rules, provided Employee was acting in good faith in the performance of the duties of his or her position at the time in question.
13. VOLUNTARY AND KNOWING ACTION. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
14. AUTHORIZED SIGNATORIES. The parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the parties represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
15. GOVERNING LAW. This Agreement will be deemed to have been made and accepted in Kandiyohi County, Minnesota, and the laws of the State of Minnesota will govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
16. BINDING EFFECT. This Agreement will be binding upon and inure to the benefit of Employer, its successors and assigns, and Employee, and Employee's heirs and legal representatives.
17. ASSIGNMENT. The rights of Employee hereunder are personal and may not be assigned or transferred unless consented thereto in writing by Employer.
18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and

memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and any Employer policies, procedures, and practices addressing the specific subject matters addressed in this Agreement.

19. MODIFICATIONS AND AMENDMENTS. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement will only be valid when they have been reduced to writing and signed by Employee authorized representative(s) of Employer.
20. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement will be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.
21. WAIVER. Any party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred will not be construed as a waiver or relinquishment of that right or of that party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement will not be binding and effective unless made in writing and properly executed by the waiving party.
22. DISPUTE RESOLUTION. The Employer and Employee agree to negotiate all disputes between them in good faith for a period of 30 calendar days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations will first be submitted to mediation utilizing the Minnesota District Court Rule 114 Roster. Any claims of disputes unresolved after mediation may be pursued as established by law.
23. HEADINGS. Headings are provided solely for the convenience of the parties and will not affect the interpretation of this Agreement.
24. NOTICE. All notices required under this Agreement will be in writing and will be deemed to have been duly given if sent via certified mail, first class mail-postage prepaid, hand delivery, or overnight courier, and properly addressed to the party at the party's last known address or any other address that any party may designate by written notice to the other. Mailed notices will be deemed to have been given at the time posted plus three business days.
25. EXECUTION. This Agreement may be executed simultaneously in two or more counterparts that, when taken together, will be deemed an original and constitute one and the same document. The signature of any party to the

counterpart will be deemed a signature to the Agreement, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages will be deemed as originals and sufficient to bind the executing party.

26. EXPIRATION OF AGREEMENT. This Agreement will expire and no longer be in force or effect on the calendar day after Employee's termination of employment specified in paragraph 10 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latest date affixed to the signatures below upon which date it will be effective.

EMPLOYER – CITY OF HARMONY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Its City Clerk

EMPLOYEE – JOEL DHEIN

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joel Dhein

## Appendix A

### List of Duties and Activities:

- Plans, organizes and defines the organization of city administration to ensure a coordinated and efficient effort to meet the goals and objectives of the city.
- Oversees and coordinates the administration of all departments in city government including personnel, equipment, and facilities to ensure adequate service is provided to the citizens.
- Supervises all city staff directly or indirectly through subordinate supervisors;
- Develops and issues administrative rules, policies, and procedures necessary to ensure proper functioning of all departments.
- Drafts city ordinances and policies for council approval.
- Oversees all personnel policies and actions; acts as personnel officer for the city.
- Prepares and submits the annual budget and capital improvement plan to the city council; keeps the council informed of the financial condition of the city; recommends action as appropriate; prepares and implements financial guidelines.
- Manages and invests city funds in accordance with investment policies; prepares a variety of financial reports.
- Prepares, attends and participates in all council meetings and other meetings with city council
- Researches and prepares recommendations for council approval on a variety of city issues to improve the health, safety, or welfare of the city; prepares related reports or oversees their preparation.
- Administers the city's economic development program including: researching grants and other funding sources, writing grant applications, promoting development, assisting current businesses, reviewing the feasibility of projects, and negotiating contracts; acts as the executive director of the Harmony Economic Development Authority.

- Coordinates the activities of city commissions and boards; provides administrative support as needed. Regularly attends city board meetings
- Establishes programs, goals, and objectives to accomplish work.
- Prepares and analyzes bids for products and services; selects firms or individuals to provide products and services; executes or recommends execution of contracts to council for approval.
- Coordinates and oversees the work of consultants and contractors hired by the city.
- Represents the city with other governmental agencies and officials.
- Handles all financial and accounting matters.
- Determines possible solutions to problems and presents alternatives for review by the city council.
- Monitors operations to ensure compliance with applicable laws, regulations, rules, policy and ordinances.
- Evaluates potential projects, programs, and services to determine feasibility and community impact and makes recommendations to the council.
- Prepares periodic reports and makes presentations before the city council.
- Incorporates ordinances into city code.
- Complete monthly payroll, withholding reimbursements, and reporting requirements
- Administers federal, state, county, and city elections. Attends training, publishes notices, handles entire election process.
- Reviews utility billing, accounts receivable, and accounts payable function. Handle during absences.
- Prepares all journal entries.
- Reconciles all balance sheet accounts.
- Maintains and reconciles support documentation for general ledger accounts.
- Prepares financial records for all city audits.
- Submits required reports to state and federal agencies
- Serves as Zoning Administrator