

AGENDA
HARMONY CITY COUNCIL
Special Meeting

March 24, 2020
5:00 P.M.

Gymnasium
Community Center

1. Call to Order
2. Roll Call
3. Consent Agenda
 - a. Minutes
4. Old Business
 - a. 2020 Street and Utility Improvements – Bid Review and Acceptance
5. New Business
 - a. Approve Firefighter Statue Invoices
 - b. Approve Ambulance Grant Application
 - c. 2020-2021 Prosecutor Agreement
 - d. Chamber of Commerce Request
 - e. COVID-19 Discussion
6. City Administrator Interviews [6:00 p.m.]
 - a. Devin Swanberg
7. Adjourn

MARCH 10, 2020

REGULAR MEETING

HARMONY CITY COUNCIL

A Regular meeting of the Harmony City Council was called to order by Mayor Steve Donney at 7:00 PM. Present was Mayor Donney, Councilmembers Steve Sagen, Debbie Swenson and Lynn Mensink; Attorney Greg Schieber, Administrator Joel Dhein, Deputy Jason Harmening, Deputy Sam Judd, Corey Whalen, Terry Bigalk, Chris Johnson, Samantha & Jesse Grabau, Kyle Scheevel, Dustin Hanson, Kellie Jo Dornink, Sandy Strosyk, Connie Lindstrom, Geri Ehler, Hannah Wingert, Melissa VanderPlas and Eileen Schansberg. Absent was Councilor Tony Webber.

PUBLIC FORUM:

Sheriff Deputy Jason Harmening introduced newly hired Sheriff Deputy Sam Judd.

CONSENT AGENDA:

Motion by Mensink and seconded by Swenson to approve the Consent Agenda which consisted of the Minutes to the February 25th and 26th meetings, the claims, the Financial Report, approval of Beer License for Kwik Trip, approve temporary on-sale liquor license and noise permit for Harmony Conservation Club for the 4th of July Celebration. A request to extend the Noise permit an extra day until July 5, 2020 was also granted. All present voting yes. Absent was Webber. Motion passed.

ADMINISTRATOR RECRUITMENT:

Ten applications were received. Three, Devin Swanberg, Barbara Shimmon, and Chris Giesen were interviewed by Committee and two, Devin Swanberg and Chris Giesen were interested in a 2nd Interview on March 24th at a Special Meeting at 5:00 pm with the entire council.

WWTP Services:

A Scope of Services Agreement was reviewed with Chris Johnson. Liability Insurance was discussed. Discussion held as to whether Johnson would be an employee or a private Contractor. A private contractor would need his own insurance and as an employee, Johnson would not fit into the Pay Equity Scale for the City. Motion by Swenson and seconded by Mensink to table signing the agreement until more information can be received regarding private insurance. All present voting yes. Absent was Webber. Motion carried.

RECORD RETENTION:

Resolution 2020-06 was presented: A RESOLUTION ADOPTING A RECORDS RETENTION SCHEDULE FOR THE CITY OF HARMONY, FILLMORE COUNTY, MINNESOTA. Motion to adopt the resolution by Donney and seconded by Swenson.

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

Voting against the Resolution was: No One

Abstained from voting was: No One

Absent from voting was: Webber

The motion passed and resolution was adopted.

SUMMER INTERN:

An Internship program for Fillmore Central High School students is available to the city to obtain a student worker for the summer. The worker could work with reviewing and organizing city records as well as other activities. Motion by Donney and seconded by Swenson to enter into the Summer Intern program hiring an interim at \$10 an hour for up to 300 hours. All present voting yes. Absent was Webber. Motion carried.

DISTILLERY:

Interim Administrator Dhein stated Harmony Spirits would need an Off-sale and Cocktail room license. Dhein will work on the proper paperwork

COMPENSATION STUDY:

Interim Administrator Dhein stated the city is due for a Compensation Study. With anticipated changes in staffing in the next few years, it is advisable to doing one soon. No action was taken.

PARK BOARD:

Community Center playground work date for assembly and installation is May 2, 2020 with rain date set for May 16th.

Splash Pad update was given by Mensink. Motion by Mensink and seconded by Swenson to recommend to the Council to approve the plans and specs for the Splash Pad. Discussion held on local home owners requesting better signage be placed on the bike trail to keep motor vehicles off the trail. The DNR needs to be contacted to place the signage. All present voting yes. Absent was Webber. Motion carried.

LIBRARY BOARD:

Mayor Donney appointed Harvey Benson to the Library Board replacing Kasie Roenfanz who resigned.

ARTS BOARD:

Has not yet met this month but the POETRY SLAM has been rescheduled to March 26th to accommodate the Fillmore Central girls' basketball team going to the state tournament.

EDA REPORT:

-The Dairyland Project is still on hold awaiting soil sampling. MI Energy has approved the extension of the no interest loan to the end of 2021.

-Discussing a car charging station.

-Recommended to do a Speed Study in order to extend a speed sign further north on Highway 52 beyond Industrial Blvd. RESOLUTION 20-08 was presented: A RESOLUTION REQUESTING A SPEED STUDY ON US HIGHWAY 52 IN THE CITY OF HARMONY, FILLMORE COUNTY, MINNESOTA.

Motion by Donney and seconded by Mensink to adopt the Resolution.

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

Voting against the Resolution: No One

Abstained from voting: No One

Absent was: Webber
The motion passed and Resolution was adopted.
Staff will check regarding the installation of the signs.

FILLMORE CENTRAL PROCLAMATION:

Motion by Donney and seconded by Mensink to sign a PROCLAMATION to the Fillmore Central Girls Basketball Team for making it to state for the first time in its history. All present voting yes. Absent was Webber. Motion carried.
The Mayor signed the Proclamation along with the Mayors from Preston and Fountain.

A Special meeting will be held on March 24th at 5:00 PM for the purpose of opening bids for the 2020 Street Project and interviews for a new City Administrator.

Upon no further business, Mayor Donney adjourned the meeting.

Mayor Steve Donney

Eileen Schansberg, Deputy Clerk

BACKGROUND INFORMATION
HARMONY CITY COUNCIL
Special Meeting

March 24, 2020
5:00 P.M.

Gymnasium
Community Center

1. Call To Order
2. Roll Call
3. Consent Agenda
 - a. Minutes. See attached minutes of the March 10, 2020 regular meeting.
4. Old Business
 - a. 2020 Street and Utility Improvements – Bids. See attached memo.
5. New Business
 - a. Approve Firefighter Statue Invoices. Two invoices have been presented for payment for this project. The \$20,000 invoice is due immediately. The \$10,000 invoice is due upon final install and approval by the committee.
 - b. Approve Ambulance Grant Application. The ambulance service requests permission to apply for a grant to cover up to 75% of the \$42,000 cost of a new lift and cot for the ambulance.
 - c. 2020-2021 Prosecutor Agreement. See attached letter and agreement.
 - d. Chamber of Commerce Request. See attached e-mail.
 - e. COVID-19 Discussion. See attached e-mail.
6. City Administrator Interviews [6:00 p.m.]
 - a. Devin Swanberg
7. Adjourn

**CITY OF HARMONY
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Joel Dhein, Interim Administrator	Meeting Date: March 24, 2020	Agenda Item No. 4a
Agenda Section: Old Business	Item: 2020 Street & Utilities Improvement Project Bid Review & Acceptance	
<p>BACKGROUND: The city has begun a program of street and utility improvements for 2020. Bids were opened at 10:00 a.m. on Thursday March 19th. Four bids were received. See attached letter and bid tabulation from city engineer, Brett Grabau.</p> <p>The council may award the contract to the lowest responsible bidder at this meeting or table the matter to a future date. The bids are good for a period of sixty (60) days.</p> <p>The city engineer will be at the meeting to address any questions you may have.</p> <p>If the council desires to proceed with the project the attached resolution should be adopted.</p>		
<p>ATTACHMENTS:</p> <ul style="list-style-type: none">• Letter from city engineer• Bid tabulation• Resolution 20-09 Resolution Accepting Bid		
<p>COUNCIL ACTION REQUESTED: Adopt Resolution 20-09 as presented to keep the project on schedule.</p>		



Stantec Consulting Services Inc.
6188 Rome Circle Drive
Rochester MN 55901
Tel: (507) 282-2100
Fax: (507) 282-3100

March 19, 2020

Honorable Mayor and City Council
City of Harmony
225 3rd Avenue SW
Harmony, MN 55939

Re: 2020 Street and Utility Improvements
Project No. 193804911
Bid Results

Dear Honorable Mayor and City Council:

Bids were opened for the Project stated above on March 19, 2020. Transmitted herewith is a copy of the Bid Tabulation for your information and file.

There were a total of 4 Bids. The following summarizes the results of the Bids received:

	<u>Contractor</u>	<u>Total Base Bid</u>
Low	Generation X Construction LLC	\$1,666,629.00
#2	A-1 Excavating Inc.	\$1,671,037.55
#3	Alcon Construction Corp.	\$1,824,733.15
#4	Mehmert Tiling, Inc.	\$1,921,660.51

The low Bidder on the Project was Generation X Construction LLC with a Total Base Bid Amount of \$1,666,629.00. This compares to the Engineer's Opinion of Probable Costs of \$1,692,942.75. These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then Generation X Construction LLC should be awarded the Project on the **Total Base Bid Amount of \$1,666,629.00.**

Should you have any questions, please feel free to contact me at (507) 529-6030.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Brett Grabau, PE

Enclosure



Project Name: 2020 Street and Utility Improvements

State Project No.:

Project No.: 193804911

I hereby certify that this is an exact reproduction of bids received.

Bid Opening: Thursday, March 19, 2020, at 10 A.M., CDT

Owner: City of Harmony, Minnesota

Bidder No. 1
Generation X Construction LLC

Bidder No. 2
A-1 Excavating Inc.

Bidder No. 3
Alcon Construction Corp.

Bidder No. 4
Mehmert Tilling, Inc.

Signature
Beth A. Grabau, PE
License No. 49782

Item Num	Item	Units	Qty	Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
PART 1 - SANITARY SEWER:											
1	REMOVE SANITARY SEWER MANHOLE	EA	5	\$750.00	\$3,750.00	\$400.00	\$2,000.00	\$385.00	\$1,925.00	\$1,855.00	\$9,275.00
2	REMOVE SANITARY SEWER MAIN	LF	793	\$2.00	\$1,586.00	\$3.00	\$2,379.00	\$7.70	\$6,106.10	\$6.23	\$4,940.39
3	ADJUST SANITARY SEWER FRAME AND RING CASTING	EA	21	\$500.00	\$10,500.00	\$525.00	\$11,025.00	\$520.00	\$10,920.00	\$1,500.00	\$31,500.00
4	CONNECT TO EXISTING SANITARY SEWER PIPE	EA	10	\$350.00	\$3,500.00	\$360.00	\$3,600.00	\$385.00	\$3,850.00	\$1,350.00	\$13,500.00
5	CONNECT TO EXISTING SANITARY SEWER MANHOLE	EA	3	\$500.00	\$1,500.00	\$960.00	\$2,880.00	\$900.00	\$2,700.00	\$2,065.00	\$6,195.00
6	8" PVC SANITARY SEWER POINT REPAIR	LF	24	\$100.00	\$2,400.00	\$91.00	\$2,184.00	\$250.00	\$6,000.00	\$125.00	\$3,000.00
7	8" PVC SANITARY SEWER PIPE	LF	850	\$35.00	\$29,750.00	\$46.00	\$39,100.00	\$64.40	\$54,740.00	\$8.00	\$6,800.00
8	IMPROVED PIPE FOUNDATION	LF	850	\$10.00	\$8,500.00	\$1.00	\$850.00	\$0.08	\$68.00	\$38.00	\$32,105.00
9	4" DIAMETER SANITARY MH, INCL R-1642-B CSTG AND CONC ADJ RINGS	EA	5	\$950.00	\$4,750.00	\$4,325.00	\$21,625.00	\$4,045.00	\$20,225.00	\$5,350.00	\$26,750.00
10	SANITARY SEWER INSPECTION	LF	850	\$3.00	\$2,550.00	\$2.00	\$1,700.00	\$5.06	\$4,301.00	\$5.00	\$4,250.00
TOTAL PART 1 - SANITARY SEWER					\$70,286.00		\$93,343.00		\$110,835.10		\$158,315.39
PART 2 - WATER MAIN:											
11	REMOVE/ABANDON WATER MAIN PIPE	LS	1	\$3,000.00	\$3,000.00	\$6,200.00	\$6,200.00	\$5,775.00	\$5,775.00	\$4,675.00	\$4,675.00
12	REMOVE HYDRANT	EA	7	\$400.00	\$2,800.00	\$350.00	\$2,450.00	\$400.00	\$2,800.00	\$500.00	\$3,500.00
13	REMOVE GATE VALVE AND BOX	EA	12	\$300.00	\$3,600.00	\$200.00	\$2,400.00	\$200.00	\$2,400.00	\$444.00	\$5,328.00
14	ADJUST GATE VALVE AND BOX	EA	14	\$450.00	\$6,300.00	\$250.00	\$2,800.00	\$240.00	\$3,360.00	\$1,000.00	\$14,000.00
15	CONNECT TO EXISTING WATER MAIN	EA	19	\$850.00	\$16,150.00	\$1,500.00	\$28,500.00	\$1,225.00	\$14,675.00	\$1,250.00	\$23,750.00
16	6" GATE VALVE AND BOX	EA	13	\$1,650.00	\$21,450.00	\$1,490.00	\$19,370.00	\$1,430.00	\$18,590.00	\$2,171.25	\$28,226.25
17	8" GATE VALVE AND BOX	EA	10	\$1,850.00	\$18,500.00	\$2,010.00	\$20,100.00	\$1,965.00	\$19,650.00	\$2,098.00	\$20,980.00
18	HYDRANT	EA	8	\$4,000.00	\$32,000.00	\$4,660.00	\$37,280.00	\$4,620.00	\$36,960.00	\$5,336.00	\$42,688.00
19	6" C900 DR18 PVC WATER MAIN, INCL TRACER WIRE	LF	850	\$40.00	\$34,000.00	\$45.00	\$38,250.00	\$58.00	\$49,300.00	\$52.24	\$44,494.00
20	8" C900 DR18 PVC WATER MAIN, INCL TRACER WIRE	LF	1930	\$45.00	\$86,850.00	\$46.00	\$88,780.00	\$60.00	\$115,800.00	\$50.51	\$97,484.30
21	10" O.D. HDPE DR 11 IPS WATER MAIN (DIRECTIONAL DRILLE	LF	315	\$105.00	\$33,075.00	\$79.00	\$24,885.00	\$71.10	\$22,396.50	\$104.89	\$33,040.35
22	DUCTILE IRON FITTINGS	LB	2200	\$12.00	\$26,400.00	\$11.00	\$24,200.00	\$0.08	\$176.00	\$10.00	\$22,000.00
23	IMPROVED PIPE FOUNDATION	LF	2780	\$8.00	\$22,240.00	\$1.00	\$2,780.00	\$7.86	\$21,850.80	\$11.41	\$31,719.80
24	TEMPORARY WATER SERVICE	LS	1	\$6,000.00	\$6,000.00	\$9,000.00	\$9,000.00	\$46,140.00	\$46,140.00	\$30,600.00	\$30,600.00
TOTAL PART 2 - WATER MAIN					\$312,365.00		\$388,115.00		\$368,473.30		\$402,375.70
PART 3 - SERVICES:											
25	CONNECT TO EXISTING WATER SERVICE	EA	19	\$400.00	\$7,600.00	\$140.00	\$2,660.00	\$165.00	\$3,135.00	\$188.00	\$3,572.00
26	1" CURB STOP AND BOX	EA	28	\$350.00	\$9,800.00	\$435.00	\$12,180.00	\$417.00	\$11,676.00	\$604.00	\$16,912.00
27	1" CORPORATION STOP WITH SADDLE	EA	28	\$400.00	\$11,200.00	\$325.00	\$9,100.00	\$325.00	\$9,100.00	\$205.00	\$5,740.00
28	1" TYPE "K" COPPER WATER SERVICE	LF	665	\$40.00	\$26,600.00	\$42.00	\$27,930.00	\$26.50	\$17,622.50	\$33.24	\$22,104.60
29	6" GATE VALVE AND BOX	EA	1	\$1,800.00	\$1,800.00	\$1,490.00	\$1,490.00	\$1,650.00	\$1,650.00	\$1,888.00	\$1,888.00
30	6" C900 DR18 PVC WATER MAIN, INCL TRACER WIRE	LF	45	\$45.00	\$2,025.00	\$54.00	\$2,430.00	\$38.00	\$1,710.00	\$92.65	\$4,169.25
31	DUCTILE IRON FITTINGS	LB	115	\$12.00	\$1,380.00	\$11.00	\$1,265.00	\$9.40	\$1,081.00	\$10.00	\$1,150.00
32	8x4 PVC WYE	EA	15	\$400.00	\$6,000.00	\$155.00	\$2,325.00	\$215.00	\$3,225.00	\$250.00	\$3,750.00
33	4" PVC SDR 26 SEWER SERVICE PIPE	LF	435	\$40.00	\$17,400.00	\$39.00	\$16,965.00	\$29.65	\$12,897.75	\$40.00	\$17,400.00
34	CONNECT TO EXISTING SANITARY SEWER SERVICE	EA	13	\$600.00	\$7,800.00	\$135.00	\$1,755.00	\$155.00	\$2,015.00	\$500.00	\$6,500.00
TOTAL PART 3 - SERVICES					\$91,605.00		\$78,100.00		\$64,112.25		\$83,185.85

Item Num	Item	Units	Qty	Bidder No. 1 Generation X Construction LLC			Bidder No. 2 A-1 Excavating Inc.			Bidder No. 3 Alcon Construction Corp.			Bidder No. 4 Mehmet Tilling, Inc.		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total				
PART 4 - STREET IMPROVEMENTS:															
35	MOBILIZATION	LS	1	\$45,000.00	\$45,000.00	\$45,800.00	\$45,800.00	\$62,000.00	\$62,000.00	\$109,040.00	\$109,040.00				
36	TRAFFIC CONTROL	LS	1	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$5,667.00	\$5,667.00	\$12,500.00	\$12,500.00				
37	GRUB STUMP	EA	3	\$600.00	\$1,800.00	\$1,800.00	\$1,800.00	\$658.00	\$1,974.00	\$500.00	\$1,500.00				
38	RECLAIM BITUMINOUS PAVEMENT	SY	13705	\$1.00	\$13,705.00	\$13,705.00	\$13,705.00	\$2.00	\$27,410.00	\$1.53	\$20,968.65				
39	REMOVE BITUMINOUS PAVEMENT	SY	2260	\$2.00	\$4,520.00	\$4,520.00	\$4,520.00	\$3.90	\$8,814.00	\$3.23	\$7,299.80				
40	ADJUST STORM SEWER FRAME AND RING CASTING	EA	4	\$850.00	\$3,400.00	\$2,100.00	\$2,100.00	\$755.00	\$3,020.00	\$1,500.00	\$4,000.00				
41	SHAPE EXISTING RECLAIMED AGGREGATE BASE COURSE FOR PAVING	SY	3850	\$1.10	\$4,235.00	\$5,775.00	\$5,775.00	\$1.00	\$3,850.00	\$4.19	\$16,131.90				
42	6' EDGE MILL BITUMINOUS PAVEMENT	LF	9000	\$1.50	\$13,500.00	\$16,200.00	\$16,200.00	\$1.50	\$13,500.00	\$1.95	\$17,550.00				
43	REMOVE CONCRETE DRIVEWAY PAVEMENT	SY	240	\$7.00	\$1,680.00	\$2,160.00	\$2,160.00	\$8.00	\$1,920.00	\$12.00	\$2,880.00				
44	REMOVE CONCRETE SIDEWALK	SY	1950	\$3.00	\$5,850.00	\$10,800.00	\$10,800.00	\$4.00	\$7,800.00	\$4.15	\$8,085.00				
45	REMOVE CONCRETE CURB AND GUTTER	LF	5570	\$6.00	\$33,420.00	\$13,925.00	\$13,925.00	\$25.25	\$29,242.50	\$2.54	\$14,147.80				
46	SAWING BITUMINOUS PAVEMENT	LF	2050	\$3.00	\$6,150.00	\$4,100.00	\$4,100.00	\$1.85	\$3,792.50	\$1.99	\$4,079.50				
47	SAWING CONCRETE SIDEWALK/ DRIVEWAY	LF	580	\$5.00	\$2,900.00	\$4.00	\$2,320.00	\$4.90	\$2,842.00	\$5.12	\$2,969.60				
48	COMMON EXCAVATION (P)	CY	9680	\$10.00	\$96,800.00	\$110.00	\$1,064,800.00	\$20.55	\$1,989,924.00	\$8.00	\$77,440.00				
49	GEOTEXTILE FABRIC, TYPE V	SY	12310	\$1.25	\$15,387.50	\$19,696.00	\$19,696.00	\$1.10	\$13,541.00	\$2.45	\$30,159.50				
50	AGGREGATE BASE, CLASS 2 (CV)	CY	30	\$29.00	\$870.00	\$38.00	\$1,140.00	\$58.55	\$1,756.50	\$30.38	\$911.40				
51	AGGREGATE SHOULDERING, CLASS 2 (CV)	CY	5	\$30.00	\$150.00	\$46.00	\$230.00	\$70.00	\$350.00	\$35.38	\$176.90				
52	AGGREGATE BASE, CLASS 5 (CV)	CY	2650	\$29.00	\$76,850.00	\$31.50	\$83,475.00	\$28.50	\$75,525.00	\$38.57	\$102,210.50				
53	AGGREGATE BASE, CLASS 2 MOD. (CV)	CY	4150	\$29.00	\$120,350.00	\$30.50	\$126,575.00	\$28.50	\$118,275.00	\$34.55	\$143,382.50				
54	SUBGRADE EXCAVATION (EV)	CY	1025	\$10.00	\$10,250.00	\$13.00	\$13,325.00	\$12.90	\$13,222.50	\$9.85	\$10,096.25				
55	SUBGRADE CORRECTION (CV)	CY	1025	\$29.00	\$29,725.00	\$32.50	\$33,312.50	\$26.50	\$27,162.50	\$12.55	\$12,863.75				
56	TOPSOIL BORROW (CV)	CY	560	\$15.00	\$8,400.00	\$26.00	\$14,560.00	\$33.00	\$18,480.00	\$43.50	\$24,360.00				
57	TYPE SP 12.5 NON WEARING COURSE MIXTURE (SPNW6300B)	SY	15470	\$10.00	\$154,700.00	\$10.20	\$157,794.00	\$10.00	\$154,700.00	\$9.95	\$153,926.50				
58	TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA340B) (1.5" T)	SY	15470	\$8.00	\$123,760.00	\$8.05	\$124,533.50	\$8.00	\$123,760.00	\$8.42	\$130,257.40				
59	TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA340B) (1.5" T)	SY	15836	\$8.00	\$126,688.00	\$8.05	\$127,479.80	\$8.00	\$126,688.00	\$8.42	\$133,339.12				
60	BITUMINOUS MATERIAL FOR TACK COAT (P)	GAL	1565	\$2.50	\$3,912.50	\$2.60	\$4,069.00	\$2.50	\$3,912.50	\$2.66	\$4,162.90				
60	PREPARATION OF BITUMINOUS NON WEAR FOR WEAR COURSE PAVING	LS	1	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$6,600.00	\$6,600.00	\$6,850.00	\$6,850.00				
62	B612 CONCRETE CURB AND GUTTER	LF	240	\$48.00	\$11,520.00	\$35.30	\$8,472.00	\$23.25	\$5,580.00	\$24.00	\$5,760.00				
63	B618 CONCRETE CURB AND GUTTER	LF	4700	\$24.50	\$115,150.00	\$19.05	\$89,535.00	\$18.20	\$85,540.00	\$19.00	\$89,300.00				
64	SURMOUNTABLE CONCRETE CURB AND GUTTER	LF	880	\$42.00	\$36,840.00	\$19.05	\$16,744.00	\$26.30	\$23,144.00	\$27.00	\$23,760.00				
65	4" THICK CONCRETE SIDEWALK	SY	350	\$66.00	\$23,100.00	\$53.75	\$18,812.50	\$49.60	\$17,360.00	\$51.00	\$17,850.00				
66	6" THICK CONCRETE DRIVEWAY PAVEMENT (RESIDENTIAL)	SY	425	\$69.00	\$29,325.00	\$65.75	\$27,943.75	\$58.70	\$24,947.50	\$58.50	\$24,862.50				
67	7" THICK CONCRETE DRIVEWAY PAVEMENT (COMMERCIAL)	SY	20	\$75.00	\$1,500.00	\$80.75	\$1,615.00	\$77.90	\$1,558.00	\$78.50	\$1,570.00				
68	7" THICK CONCRETE VALLEY GUTTER	SY	250	\$98.00	\$24,500.00	\$90.75	\$22,687.50	\$77.90	\$19,475.00	\$78.50	\$19,625.00				
69	CONCRETE PEDESTRIAN CURB RAMP	EA	8	\$2,500.00	\$20,000.00	\$3,600.00	\$28,800.00	\$2,430.00	\$19,440.00	\$2,655.00	\$21,240.00				
70	GRAVEL DRIVEWAY RESTORATION	SY	35	\$25.00	\$875.00	\$11.00	\$385.00	\$24.70	\$864.50	\$10.00	\$350.00				
71	RESIDENTIAL BITUMINOUS DRIVEWAY PAVEMENT (SPWEA340B) (3" THICK)	SY	30	\$30.00	\$900.00	\$42.00	\$1,260.00	\$30.35	\$910.50	\$33.00	\$990.00				
72	HYDRAULIC BONDED FIBER MATRIX (BFM)	SY	7000	\$2.50	\$17,500.00	\$3.00	\$21,000.00	\$3.80	\$26,600.00	\$1.95	\$13,650.00				
73	INLET PROTECTION	LS	1	\$4,000.00	\$4,000.00	\$4,100.00	\$4,100.00	\$3,214.00	\$3,214.00	\$8,000.00	\$8,000.00				
TOTAL PART 4 - STREET IMPROVEMENTS					\$1,192,373.00		\$1,191,479.55		\$1,281,312.50		\$1,277,743.57				

BID TABULATION

Item Num	Item	Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
		Units	QTY	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BASE BID SUMMARY								
	PART 1 - SANITARY SEWER:				\$70,286.00		\$83,343.00		\$156,315.39
	PART 2 - WATER MAIN:				\$312,365.00		\$308,115.00		\$402,395.70
	PART 3 - SERVICES:				\$91,605.00		\$78,100.00		\$83,185.85
	PART 4 - STREET IMPROVEMENTS				\$1,192,373.00		\$1,191,479.55		\$1,277,763.57
	TOTAL PARTS 1-4				\$1,666,629.00		\$1,671,037.55		\$1,924,733.15
	Contractor Name and Address:	Generation X Construction LLC 26204 MN-43, PO Box 490 Rushford, MN 55971		A-1 Excavating Inc. 8237 State Highway 64 Bloomer WI 54724		Alcon Construction Corp. 2238 Marion Road SE Rochester, MN 55904		Mehmert Tilling, Inc. 8635 Hwy 9 Lime Springs, IA 52155	
	Phone:	507-429-3755		715-568-4141		507-258-5287		563-547-5115	
	Fax:			715-568-4144		507-258-7350		641-985-4090	
	Signed By:	Ryan Olan		Terry Pachta		Ross Badger		Brent Mehmert	
	Title:	Owner		President		President		President	
	Bid Security:	Bid Bond		Bid Bond		Bid Bond		Bid Bond	
	Additional Acknowledged:	None		None		None		None	
	Email:	generationxconstruction@gmail.com		a1excavating@a1excavating.com		alconconstcorp@outlook.com		brent@mehmerttilling.com	

Resolution 20-09

RESOLUTION ACCEPTING BID

WHEREAS, pursuant to an advertisement for bids for the construction of 2020 Street and Utilities Improvements in the City, and bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

<u>Contractor</u>	<u>Total Base Bid</u>
Generation X Construction LLC	\$1,666,629.00
A-1 Excavating Inc.	\$1,671,037.55
Alcon Construction Corp.	\$1,824,733.15
Mehmert Tiling, Inc.	\$1,921,660.51; and

WHEREAS, it appears that Generation X Construction, LLC is the lowest responsible bidder,

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

1. The mayor and clerk are hereby authorized and directed to enter into a contract with Generation X Construction LLC in the name of the City of Harmony for the 2020 Street and Utilities Improvements according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.

2. The city clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

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 24th day of March 2020.

Steve Donney, Mayor

ATTEST:

Joel Dhein, City Administrator



BRODIN STUDIOS, INC.

70127 330TH STREET
KIMBALL, MN 55353

Invoice

Date	Invoice #
3/16/2020	6912

Bill To
City of Harmony Christopher Skaalen PO Box 365 Harmony, MN 55939

Ship To
City of Harmony Christopher Skaalen PO Box 365 Harmony, MN 55939

Phone #	Fax #	E-mail	Web Site
320-398-4304	320-398-4305	nickc@arvig.net	www.brodinstudios.com

P.O. Number	Terms	Rep	Ship	Via	Due Date	Work Order
	Due on receipt	BSF	3/16/2020	Delivered	3/16/2020	

Quantity	Item Code	Description	Price Each	Amount
	Life-size Firefighter	Life-size firefighter statue Second Invoice of Three	40,000.00	40,000.00
	Discount	Discount off Sale Price:Down Payment \$10,000 check #064427 12/17/2018 Invoice 6391	-10,000.00	-10,000.00
	Discount	Discount off Sale Price:Final Payment \$10,000 upon completion of statue Invoice 6913	-10,000.00	-10,000.00
		Sales Tax	6.875%	0.00

Project _____
 P.O.# _____ Vendor# _____
 Amt. \$ 20,000! Approved _____
 3-25-20 Check# _____
 222-42200-580

Balances not paid within 30 days of invoice date will be subject to 1.5% per month finance charge	Total	\$20,000.00
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Payments/Credits	\$0.00
Balance Due	\$20,000.00

Invoices over \$2000 paid with credit card will have a 3% surcharge.



BRODIN STUDIOS, INC.

**70127 330TH STREET
KIMBALL, MN 55353**

Invoice

Date	Invoice #
3/16/2020	6913

Bill To
City of Harmony Christopher Skaalen PO Box 365 Harmony, MN 55939

Ship To
City of Harmony Christopher Skaalen PO Box 365 Harmony, MN 55939

Phone #	Fax #	E-mail	Web Site
320-398-4304	320-398-4305	nickc@arvig.net	www.brodinstudios.com

P.O. Number	Terms	Rep	Ship	Via	Due Date	Work Order
	Due on receipt	BSF	4/1/2020	Delivered	4/1/2020	

Quantity	Item Code	Description	Price Each	Amount
	Life-size Firefighter	Life-size firefighter statue Final Payment upon completion	40,000.00	40,000.00
	Discount	Discount off Sale Price:Down Payment \$10,000 check #064427 12/17/2018 Invoice 6391	-10,000.00	-10,000.00
	Discount	Discount off Sale Price:Second Payment \$20,000 Invoice 6912	-20,000.00	-20,000.00
		Sales Tax	6.875%	0.00

Balances not paid within 30 days of invoice date will be subject to 1.5% per month finance charge	Total	\$10,000.00
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Payments/Credits	\$0.00
Balance Due	\$10,000.00

Invoices over \$2000 paid with credit card will have a 3% surcharge.



BRETT A. CORSON
FILLMORE COUNTY ATTORNEY

MSBA Certified Criminal Law Specialist



Marla J. Stanton

Assistant Fillmore County Attorney

Melissa Hammell

Assistant Fillmore County Attorney

March 4, 2020

City of Harmony
Attn: Joel Dhein
P.O. Box 488
Harmony, MN 55939

RE: City of Harmony Prosecution Agreement

Dear Mr. Dhein:

Please find enclosed a copy of the proposed Harmony City Prosecutor Agreement for 2020-2021. The contract is for the time period from April 1, 2020 through April 1, 2021. The hourly fees are the same as last year's. All other terms in the contact are the same as last year's contract. Please review this with the City Council. If the terms are acceptable, I would ask that you sign and return to me. I will then put the matter on the County Commissioner's Agenda for approval. If you should have any questions or concerns, please feel free to contact me.

Very Truly Yours,

Brett A. Corson

BAC/bp

Encl.



Fillmore County Attorney's Office
101 Fillmore Street, P.O. Box 307, Preston, MN 55965
Telephone: (507) 765-2530 Fax: (507) 765-4543

HARMONY CITY PROSECUTOR AGREEMENT

THIS AGREEMENT is entered into by the County of Fillmore, (hereinafter referred to as "County") and the City of Harmony, Minnesota (hereinafter referred to as "City"), a municipal corporation under the law of the State of Minnesota.

WHEREAS, City wishes to contract with the County through the Fillmore County Attorney's Office (hereinafter referred to as "Attorney") to prosecute gross misdemeanor crimes, misdemeanor crimes, petty misdemeanor offenses, violations of city ordinances, consult with law enforcement, and perform other city prosecutor duties for offenses which occur within the City's boundaries; and

WHEREAS, the County and Attorney are agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for in Minnesota Statute Section 484.87.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, County of Fillmore, Attorney, and City of Harmony agree as follows:

1. Services Provided:

The County of Fillmore shall, through the Fillmore County Attorney's Office ("Attorney"), provide city prosecutor services for crimes and offenses which occur within the corporate limits of the City of Harmony as follows:

- a. Attorney shall provide legal advice and assistance to law enforcement during the investigative phase and prior to arrest or charging of an individual who has committed a criminal offense. These services shall include advice on searches and seizures, advice on warrants, advice on obtaining statements, and responding to other criminal law questions by law enforcement.
- b. Attorney shall review police reports and other law enforcement data to determine if criminal charges, referral to Social Services, or other action is warranted.
- c. Attorney shall review and insure filing of complaints, citations, and such other appropriate documents as are necessary to initiate prosecution; draft and file motions or other pleadings; conduct motion, evidentiary or other hearings; research, write, and file memos or other documents; interview and prepare witnesses for hearings or trial;

prepare for and conduct court trials and/or jury trials; conduct sentencing hearings; conduct probation violation hearings; review chemical dependency assessments, Pre-Sentence Investigations, Domestic Violence Inventories, and other documents; and perform all matters related thereto.

- d. The manner and standards of performance, availability of attorneys or other personnel, control and direction of personnel, and other matters related to providing the services described in this agreement shall be subject solely to the control of Attorney. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered hereunder or regarding the level or manner of performance of such services, the determination made by Attorney shall be final and conclusive.
- e. Services shall be provided on an as-needed basis at the hourly rate set forth in this agreement for paralegals and attorneys.
- f. County and Attorney shall furnish and supply necessary labor, supervision, training, equipment, communication facilities, and supplies as necessary to provide city prosecutor services pursuant to this agreement except as noted herein.
- g. All paralegals, attorneys, and other county personnel performing duties pursuant to this agreement shall, at all times, be considered employees of County for all purposes.
- h. The Fillmore County Attorney or his designee shall attend Harmony City Council Meetings as requested by City.

2. Terms of Payment:

City agrees to pay County the hourly rate of \$85 for city prosecution services provided by paralegals and the hourly rate of \$110 per hour for prosecution services provided by attorneys.

Paralegal hourly rate: \$85.00 per hour

Attorney hourly rate: \$110.00 per hour

The Attorney shall bill City on a case-by-case basis. Said bill shall itemize paralegal and attorney work and time for each case. City shall pay County within

thirty-five (35) days of receipt of the invoice unless there is a dispute regarding the amount billed. If there is a dispute, City must advise Attorney within ten (10) days of receiving the disputed billing. The parties shall then attempt to resolve the disputed portion of the billing. The undisputed portion of the billing must still be paid within the normal 35-day period. If the parties are not able to resolve their dispute regarding billing, either party may terminate this agreement with sixty (60) days' notice as indicated below.

If County desires to increase the hourly fee for paralegal and/or attorney time, County will provide ninety (90) days' written notice of the intended increase to City. At that time, City may determine whether to agree to the increased fees or discontinue the contract.

3. Term of Agreement:

The term of this agreement shall be for a period of one (1) year beginning April 1, 2020 and continuing until April 1, 2021. Either party may cancel this agreement upon sixty (60) days' written notice. The contract shall automatically renew upon the same terms and conditions unless a party hereto gives written notice to the other party as provided herein.

4. Standards and Licenses:

The prosecuting attorneys will be currently licensed to practice law in the State of Minnesota. In the event that the prosecuting attorneys' are not currently licensed to practice law, County and Attorney shall immediately inform City.

County and County Attorney's Office shall comply with all applicable federal and state statutes and regulations as well as local ordinances now in effect or hereinafter adopted.

5. Independent Contractor Status:

It is understood and agreed by the parties that at all times and for all purposes herein, County and Attorney have contracted to provide services to City and are not employees or agents of City. No statement contained in this agreement shall be construed so as to find County or Attorney are an employee of City. County shall not be entitled to any of the rights, privileges, or benefits of City employees except as otherwise stated herein. Similarly, City and its employees, agents, and representatives shall not be considered employees, agents, or representatives of the County.

Each party shall be solely responsible for any state, federal, local, or social security, and insurance payments due for their employees.

Nothing contained in this agreement is intended or should be construed as creating the relationship of co-partners, a joint venture, or similar association between the County/Attorney and City.

6. Relationship of the Parties:

City understands that Attorney provides prosecutor services and legal advice to other cities and legal entities besides City of Harmony.

7. Subcontracting and Assignment:

Attorney shall not subcontract any of the services contemplated under this contract nor assign any interest in the contract without prior written approval of City.

8. Non-Assignability:

Attorney shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of City.

9. Data Practices:

All data collected, created, received, maintained, or disseminated, or used for any purposes by City and/or Attorney in fulfilling the duties described in this contract are governed by the Minnesota Government Data Practices Act and other state and federal laws. City and Attorney agree to abide by the applicable state and federal statutes, rules and regulations.

10. Default and Termination:

Either party may terminate this agreement at any time without cause upon sixty (60) days' written notice to the other party. Either party may also terminate this agreement with sixty (60) days' notice for cause such as default or breach by the other party as long as a written Notice of Default is provided to the defaulting party via certified mail specifying the particular event, series of events or failure constituting the default and cure period. If the party in default fails to cure the specified circumstances described in the Notice of Default within fourteen (14) calendar days, then the whole or any part of this agreement may be terminated by written Notice of Termination. Notice to County shall be given to the County Attorney's Office. Notice to City shall be given to the Harmony City Clerk.

11. Amendments - Entire Agreement:

This agreement is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the services identified herein. If there are any inconsistencies between the provisions of this agreement and any prior agreements, the provisions of the most recent agreement shall prevail. The entire agreement between the parties is contained herein.

12. Modifications:

Any material alterations, variations, modifications, or waivers to the terms of this agreement shall only be valid when they have been agreed upon by the parties and reduced to a writing signed by representatives of City, County, and Attorney.

13. Interpretation of Agreement; Venue:

This agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in Fillmore County District Court in Preston, Minnesota.

14. Assumption of Liabilities/Insurance:

Each party shall maintain professional, liability, worker's compensation and such other insurance as is necessary to cover negligent or wrongful acts of its employees, agents and representative. County and Attorney shall not be responsible for the negligent or wrongful acts of City's employees, agents or representatives.

Except as otherwise provided, City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to County personnel performing services hereunder for City, and County hereby assumes said liabilities. Similarly, City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.

County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of City or of any officers, agents or employees thereof, and City agrees to defend and indemnify County and its officers, employees and agents from and against all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from City's performance of or failure to perform its obligation under this agreement.

15. Fees:

If any action at law or in equity shall be brought in court or for or on account of any breach or to enforce or to interpret any of the covenants, terms or conditions of this contract, the prevailing party shall be entitled to recover from the other party as part of prevailing party's costs, its reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made part of any judgment or decree rendered.

IN WITNESS WHEREOF, Fillmore County and City of Harmony have executed this agreement as of the _____ day of _____, 2020:

County of Fillmore

By: _____
County Commissioner Date

By: _____
Bobbie Vickerman/Administrator Date

City of Harmony

By: _____
Mayor Date

By: _____
City Clerk Date

Fillmore County Attorney's Office

By: _____
Brett A. Corson/County Attorney Date

From: Melissa Vander Plas Harmony Area Chamber of Commerce Director
<director@exploreharmony.com>
Sent: Tuesday, March 10, 2020 8:56 PM
To: City of Harmony
Subject: Chamber matter for special meeting

Can I, speaking for the Chamber, be placed on the agenda for the special meeting on the 24th? I just need to request use of the parking lot on Center Street and the use of the south edge of the Trail Head parking lot for the Fourth of July events. Would also like to request council support for closing Center Street between Main and 1st Ave SW on Friday and Saturday nights for the music/street dance by beer tent. I know that will formally have to come from the county, but feel I also would like city support.

Thank you.
Melissa

Melissa Vander Plas
Director
Harmony Area Chamber of Commerce
(507) 886-2469

From: administrator@harmony.mn.us
Sent: Wednesday, March 18, 2020 2:24 PM
To: dartb2000@yahoo.com; Deb Swenson (swenson@harmonytel.net); Steve Donney; Steve Donney; Steve Sagen (ssagen.city.harmony@gmail.com); Tony Webber (webb2304@gmail.com)
Cc: 'dc.ems@harmony.mn.us'
Subject: COVID-19

I am sure you are all aware of the situation we are facing regarding the spread of the corona virus COVID-19. While state and national officials have made recommendations and proclamations they have been silent when it comes to the unique and specific needs of local government bodies like city councils. Generally, we cannot cancel meetings indefinitely, the business of the city must go on, and we cannot prevent the public from attending the meetings either.

However, staff is recommending these changes beginning with our special meeting next Tuesday at 5:00 p.m.

- We will be limiting the agenda to only those items of business that are absolutely necessary to transact, thus limiting exposure time for council, staff, and public;
- We will be moving the meetings to the gym so there is more room to allow the implementation of the six foot social distancing recommendation.

The council can also be more efficient in conducting meetings in order to limit exposure time.

Other options to consider are:

- to hold meetings via telephone or video service;
- close or restrict public facilities such as the city office

Also, pursuant to the governor's executive order the gym at the community center will be closed until Friday, March 27th at 5:00 p.m.

If you have any other thoughts or suggestions please let me know. We can have a brief discussion at the Tuesday meeting.

CITY OF HARMONY

Joel Dhein
Interim City Administrator

Tel: 507.886.8122

**CITY OF HARMONY
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Joel Dhein, Interim Administrator	Meeting Date: March 24, 2020	Agenda Item No. 6a
Agenda Section: City Administrator Interviews	Item: Devin Swanberg	
<p>BACKGROUND: Of the three candidates recommended by the interview committee to interview with the city council for the position two have withdrawn. That leaves Devin Swanberg former Economic Development Director for the City of Pine Island as our only candidate to interview.</p> <p>I have done a limited background check on Mr. Swanberg and have not found any information that would give the city cause for concern in hiring him as their next city administrator.</p> <p>After the interview the council can determine if he is a good fit or if we need to start the process over.</p> <p>If the council desires to make a job offer then the personnel committee can begin negotiations immediately.</p>		
<p>ATTACHMENTS:</p> <ul style="list-style-type: none">• Letter of interest and resume (under separate cover)• Interview questions		
<p>COUNCIL ACTION REQUESTED: Conduct the interview; determine next steps.</p>		

City of Harmony
City Administrator Interview Questions - Round II

Candidate Name: _____

1. Tell us a little about yourself.
2. What do you know about the City of Harmony? What do you know about the city and its operations?
3. How would you become part of the community?
4. What do you believe are your strengths in regard to this position?
5. What do you believe are your weaknesses in regard to this position?
6. What motivates you?
7. Please describe a time you had a disagreement with a boss or colleague. How did you handle the situation?
8. Please describe your finance/accounting/bookkeeping experience.
9. Given that you have not been a city administrator, how would you learn to do this job?
10. Describe your HR/Payroll experience.
11. Describe your experience working with elected or appointed officials.

12. Describe your supervisory experience.
13. Describe your experience handling multiple tasks simultaneously? How do you stay organized?
14. How would you get to know the job and the people you work with?
15. Some of the customers coming to city hall may be upset about something. How would you deal with difficult customers?
16. What are your future career plans?
17. The 2020 salary range for this position is \$57,678 to \$82,585? What are your salary expectations?
18. If offered the position when would you be available?
19. Follow-up questions from interviewers.
20. Do you have any questions for us?