CITY OF TWO HARBORS

COMMITTEE OF THE WHOLE/AGENDA MEETING

September 12, 2022

5:00 p.m.

Call to order.

Appearances:

Administrator updates.

Attorney updates.

City Clerk/HR updates.

Finance Director updates.

City Engineer updates.

Discussion regarding conducting primary elections.

Other agenda questions or additions.

TWO HARBORS CITY COUNCIL

AGENDA

September 12, 2022

6:00 P.M. Call to order regular meeting of the City Council of the City of Two Harbors.

Roll call:

Pledge of Allegiance:

Additions or Changes to the Agenda:

[M] Approval of the Agenda.

Items may be added to the agenda prior to approval of the agenda. Items brought forth once the agenda has been approved shall be referred to administration and/or committee.

Appearances:

Administrative Reports:

Committee Reports:

Airport Commission Personnel Committee Library Board Utilities Committee Public Works Committee Other.

[R] Approving the Consent Agenda Items:

Items listed on the Consent Agenda are routine in nature and typically do not require discussion. If there is an item on the consent agenda that a councilmember feels warrants discussion, it should be removed from the consent agenda and dealt with individually.

- 1. Approving minutes from the August 22 Regular and 30, 2022 Special City Council meetings.
- 2. Allowing claims against the City of Two Harbors to be paid on September 13, 2022.
- 3. Approving payroll for the second half of August, 2022.
- 4. Authorizing payment to Bolton & Menk to provide engineering services for \$33,586 from May 28, 2022 through June 24, 2022 for project management coordination and correspondence for the 23 & 24 Street Improvement Project.

- 5. Authorizing payment to Bolton & Menk for professional services for the Odegard Trail for an amount of \$2,663.
- 6. Authorizing payment to Bolton & Menk for an amount of \$31,981 for professional services for the 2021-2022 Street & Alley Improvement Project.
- 7. Authorizing payment to Lakehead Constructors for Pay Application #10 for the Wastewater Treatment Plant Project in the amount of \$1,517,898.04.
- 8. Accepting the proposal of A.W. Kuettel to provide repairs of the roof at the Fire Hall for an amount of \$3,790.
- 9. Accepting the recommendation of the Liquor Store Ad Hoc Committee to accept the proposal of DSGW to provide architectural services for the proposed Liquor Store Project.
- 10. Closing the account and designating who is authorized to sign for closing the THDF account at THFCU.
- 11. Declaring third and final reading of An Ordinance Amending the City Code, Sec. 2.46. Planning Commission.
- 12. Declaring third and final reading of An Ordinance Amending the City Code, sec. 2.51, Two Harbors Housing and Redevelopment Authority.
- 13. Approving State of Minnesota Joint Powers Agreement with the City of Two Harbors on behalf of its prosecuting attorney and Police Department.
- 14. Designating certain Fire Department materials as discarded equipment and authorizing their disposal as appropriate.
- 15. Approving the renewal applications of Maderia for 3.2% On-Sale and Wine On-Sale with permission to sell strong beer; McQuade's for On-Sale and Sunday On-Sale Liquor; Castle Danger Brewing for Brewer Off-Sale and Brewer Taproom; and Vanilla Bean for On-Sale and Sunday On-Sale Liquor licenses.
- 16. Approving the Minnesota Lawful Gambling Application for Exempt Permit of Voyageur Snowmobile Club of Two Harbors for the purpose of conducting a raffle with no waiting period.

Communications:

- 1. An email from Tom Koehler, reminding the Council that the City Charter provides for the authority to use ranked choice voting and that it would save the City the cost of an extra election. He further explained that doing so would require a campaign to educate voters on the ranked choice voting system.
- 2. A communication from Stephanie Voeller, Mn Department of Health providing lead/copper tap water monitoring report as required by the Safe Drinking Water Act, which revealed that the City's public water system has not exceeded the action level for lead or

- copper. Property owners of testing sites will receive notification of the results within 30 days.
- 3. A memorandum from Jennifer Selchow, Bolton & Menk, providing a status update on the Wastewater Treatment Facility Improvement Project.
- 4. A memorandum from Joe Rhein, Bolton & Menk, providing a review of the 2023 2024 Street Improvement Project Feasibility Report.
- 5. An email from Karen Updegraff, MN DNR Forestry, requesting permission to set up tables and temporary signage along the City trail system for North Shore Schools Annual Field Day for fifth graders. (Included as FYI purposes, permission was granted by staff.)

Unfinished Business:

1. [R] Declaring third and final reading of An Ordinance Amending the City Code, Sec. 2.40, Boards, Commissions and Committees.

Other.

New Business:

1. [R] Receiving Feasibility Report and Calling Hearing on the 2023-2024 Street Improvement Project. (Determine date of hearing.)

Other.

Adjourn:

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August 22, 2022

Regular meeting of the City Council of the City of Two Harbors, Minnesota, held on Monday, August 22, 2022, at 6:07 p.m.

The meeting was called to order by President Redden.

Members present, Councilors:

Woodruff,

Glaser, Rennwald,

Passe,

Erickson,

Redden. 6.

Others present:

Interim Administrator, Dhein

Finance Director, Pietila

City Clerk, Nordean

Clerk Nordean requested the following additions and changes to the agenda: Add to New Business No. 11, a resolution authorizing the issuance and sale of a \$14,493,919 General Obligation Revenue Note, Series 2022 and providing for its payment; Add to Communications No. 3, an email from Uriah Hefter, 404 Third Avenue, inquiring about approval of an event license for "The Other Place" to sell liquor beer and wine during a concert which had been scheduled for August 20th; and Communications No. 4, an email from Chris Swanson expressing appreciation for all they work he and the Council were able to accomplish together; and moving to New Business, Consent Agenda Item No. 7, Accepting the recommendation of the Public Affairs Committee to declare second reading of An Ordinance Amending the City Code, Sec. 2.40, Boards, Commissions and Committees.

Motion by Erickson and Passe approving the agenda with the changes proposed by Clerk Nordean. Carried.

Appearances:

Paul Iversen, 809 3rd Avenue, was present and addressed the Council proposing that the Council consider asking the League of Minnesota Cities to conduct a review of the City Charter and possibly consider adding language to prevent citizens who file a petition for a recall review and City employees from being sued. He also encouraged the Council to consider asking staff and the City Attorney to see if it would be worth it for the City to file a suit against Jezierski for attorney's fees associated with Jezierski and John and Jane Doe vs. City of Two Harbors.

<u>Administrative Reports:</u>

Administrator Dhein reported that the City has received six proposals to provide architectural services for the liquor store project. The Liquor Store committee is scheduled to meet on Thursday to review the proposals. He also reminded the Council that he will be out of the office the month of September due to a previously scheduled commitment.

Joe Rhein, Bolton & Menk, was present and provided an update on the 2021 – 2022 Street Improvement Process. He discussed the updated engineering proposal for property adjacent to the Water and Wastewater treatment Facilities, preliminary engineering services for the proposed addition of two blocks on fourth Avenue for the 2023-2024 Street Improvement Project and the ordering of a feasibility report for the project as part of the 429 Assessment Process. Mr. Rhein also reported on a proposal by Superior Shores to improve Burlington Road at no cost to the City. He indicated that the Council need not make a decision immediately, but will be asked to do so in the near future.

HRA:

Vice President Glaser reported that the HRA met on August 9 and they are in need of additional members.

Public Works Committee:

Councilor Woodruff reported on the August 11 meeting of the Public Works Committee where they discussed street and sidewalk widths for the 2023 - 2024 Street Improvement Projects and reviewed the City's assessment policy.

Recreation Board:

Councilor Erickson reported on the August 1 Recreation Board meeting where they discussed the skate park, including some concerns with lighting and trash cans, and the need to make some updates to the equipment, they talked about annual stipends and the summer rec program. Erickson also reported that the Board will be looking for assistance from City staff in the distribution of a community survey.

Edna G. Commission:

Councilor Woodruff reported on the August 17 meeting of the Edna G. Commission where Paul LaMere provided a report on the Edna G. The group intends to recommend that the tug be taken out of the water. The report indicated that the tug is in outstanding condition, however it does need some maintenance. A copy of the report will be provided to the Council. Woodruff suggested that the Council consider conducting a special meeting to discuss the matter.

Trees & Trails Commission:

Councilor Passe reported on the August 18 meeting of the Trees & Trails Commission where they received a presentation from Jo Rhein on the proposed tunnels under Highway 61, they discussed land use by the water and wastewater treatment plants and tree planting. Passe reported that the group intends to plant a memorial tree honoring Ed Gudowicz, who served as a Trees and Trails commissioner for several years.

Finance Committee:

Councilor Erickson reported on the August 22 meeting where the Finance Committee discussed the first and second quarter financials, the utility rate study, the process for the 2023 budget, the Golf Association's requests for 2023 and the proposed changes to compensation for Mayor and Councilors.

Motion by Woodruff and Glaser approving the following consent agenda items:

- 1. Approving minutes from the August 8, 2022 Regular City Council meeting.
- 2. RESOLUTION NO. 8-214-22 ALLOWING CLAIMS AGAINST THE CITY OF TWO HARBORS IN THE AMOUNT OF \$1,804,120.98, TO BE PAID.
- 3. Approving payroll for the first half of August, 2022 in the amount of \$248,733.30.
- 4. RESOLUTION NO. 8-215-22 APPROVING THE FIRST AND SECOND QUARTER FINANCIAL STATEMENTS FOR THE CITY OF TWO HARBORS.
- 5. RESOLUTION NO. 8-216-22 AUTHORIZING PAYMENT TO LAKE COUNTY IN THE AMOUNT OF \$131,374.37 FOR PAY APPLICATION NO. 19 FOR THE 2021 2022 STREET IMPROVEMENT PROJECT.
- 6. RESOLUTION NO. 8-217-22 DECLARING THIRD AND FINAL READING OF ORDINANCE NO. 127, SECOND SERIES, AN ORDINANCE PROHIBITING THE SALE, MANUFACTURE, GROWTH OR DISTRIBUTION OF CANNABIS AND TETRAHYDROCANNABINOL (THC) FOR ONE YEAR.
- 8. Accepting the recommendation of the Public Affairs Committee to declare second reading of An Ordinance Amending the City Code, Sec. 2.46. Planning Commission.
- 9. Accepting the recommendation of the Public Affairs Committee to declare second reading of An Ordinance Amending the City Code, Sec. 2.51. Two Harbors Housing and Redevelopment Authority.
- 10. Scheduling a special meeting for the purpose of approving and renewing licenses for the sale of alcoholic beverages within the City of Two Harbors for Tuesday, August 30, 2022 at 5 P.M.
- 11. RESOLUTION NO. 8-218-22 AUTHORIZING THE ACTING MAYOR AND CITY CLERK TO EXECUTE AND DELIVER THE SALVATION ARMY HEATSHARE PROGRAM AGREEMENT EFFECTIVE OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023.
- 12. RESOLUTION NO. 8-219-22 APPROVING THE STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF TWO HARBORS ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT.
- 13. RESOLUTION NO. 8-220-22AUTHORIZING THE PURCHASE OF A GAS LEAK DETECTOR FROM GROEBNER & ASSOCIATES FOR AN AMOUNT OF \$10,162.82.
- 14. Approving the request of the Police Chief to authorize travel expenses for Officer Moe to attend Taser Instructor Recertification Course in Breezy Point.
- 15. Approving the request of the Water and Wastewater Treatment Plant Superintendent to authorize travel expenses for Justin Bredow to attend the MRWA Water Exam in St. Cloud.

Be adopted as read. Carried by a unanimous yea vote of all members present on roll call.

Communications:

- 1. An email from Elaine C. Wiersma, PhD, Associate Professor, Department of Health Sciences, Lakehead University, Thunder Bay, ON, expressing that on a recent visit to our city, she was impressed by the native gardens downtown and pleased to see the community effort to restore native plant species. She expressed thanks for doing our part for our ecosystem and pollinators.
- 2. A memo from Joe Rhein, Bolton & Menk, providing a status update on the 2021 2022 Street Improvement Project.
- 3. An email from Chris Swanson expressing appreciation for all they work he and the Council were able to accomplish together;
- 4. An email from Uriah Hefter, 404 Third Avenue, inquiring about approval of an event license for "The Other Place" to sell liquor beer and wine during a concert which had been scheduled for August 20^{th.}

New Business:

Motion by Glaser and Woodruff that **RESOLUTION NO. 8-221-22 DECLARING A VACANCY FOR THE POSITION OF MAYOR** be adopted as read. Carried by a unanimous yea vote of all members present on roll call.

Motion by Erickson and Woodruff to table a decision on Clarifying the requirement to conduct a primary election for the special election to be held for purpose of electing a mayor and calling for a special election for the purpose of electing a mayor. Carried.

Motion by Erickson and Glaser that RESOLUTION NO. 8-222-22 ACCEPTING THE UPDATED ENGINEERING PROPOSAL OF BOLTON & MENK FOR PROPERTY ADJACENT TO THE WATER AND WASTEWATER TREATMENT FACILITIES be adopted as read. Carried by a unanimous vote of all members present on roll call.

Motion by Glaser and Woodruff that RESOLUTION NO. 8-223-22 ACCEPTING THE PROPOSAL OF BOLTON & MENK TO PROVIDE PRELIMINARY ENGINEERING SERVICES FOR THE ADDITION OF THE BLOCKS OF 4TH AVENUE FROM THIRD STREET TO FIFTH STREET TO THE 2023 – 2024 STREET IMPROVEMENT PROJECT be adopted as read. Carried by a unanimous yea vote of all members present on roll call.

Motion by Erickson and Glaser that RESOLUTION NO. 8-224-22 ORDERING THE FEASIBILITY REPORT FOR THE 2023-2024 STREET IMPROVEMENT PROJECT be adopted as read. Carried by a unanimous yea vote of all members present on roll call.

Motion by Erickson and Glaser that RESOLUTION NO. 8-225-22 AUTHORIZING THE ACTING MAYOR AND CITY CLERK TO EXECUTE AND DELIVER AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF TWO HARBORS AND ARDC be adopted as read. Carried by a unanimous yea vote of all members present on roll call.

Motion by Glaser and Woodruff, referring to the Personnel Committee, a "Special Payment" request by Chief of Police Richard Hogenson and Assistant Chief of Police Kenneth Anderson, as referenced under Article 5 – Hours of Work (B) in the Two Harbors Supervisory Employees Association Working Agreement. Carried.

Motion by Woodruff and Erickson that RESOLUTION NO. 8-226-22 APPROVING A REQUEST BY JIM GILBERT, NORTH SHORE CLASSIC CAR CLUB FOR A SPECIAL EVENT PERMIT TO BLOCK OFF THE COMMUNITY CENTER AND DEPOT PARKING LOTS FROM 2 PM ON FRIDAY, SEPTEMBER 9 UNTIL 5 PM ON SATURDAY, SEPTEMBER 10 FOR A CLASSIC CAR SHOW, PENDING NOTIFICATION OF AFFECTED PROPERTY OWNERS 14 DAYS PRIOR TO CLOSURE AND RECEIPT OF CONSENT FORMS FROM ADJACENT BUSINESSES WITH 75% IN FAVOR OF THE event be adopted as read. Carried by a unanimous yea vote of all members present on roll call.

Motion by Woodruff and Rennwald that **RESOLUTION NO. 8-227-22 TERMINATING THE CONNECTION BETWEEN THE CITY OF TWO HARBORS AND THDF EFFECTIVE AUGUST 31, 2022** be adopted as read. Carried by a unanimous yea vote of all members present on roll call.

Motion by Erickson and Woodruff that RESOLUTION NO. 8-228-22 AUTHORIZING THE ISSUANCE AND SALE OF A \$14,493,919 GENERAL OBLIGATION REVENUE NOTE, SERIES 2022 AND PROVIDING FOR ITS PAYMENT be adopted as read. Carried by a unanimous yea vote of all members present on roll call.

Motion by Glaser and Erickson Accepting the recommendation of the Public Affairs Committee declaring second reading of An Ordinance Amending the City Code, Sec. 2.40, Boards, Commissions and Committees. Carried by the following vote: Yeas: Woodruff, Glaser, Erickson, Redden. 4. Nays: Rennwald, Passe. 2.

Motion by Erickson and Glaser that the meeting adjourn. Carried.

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Patricia D. Nordean, City Clerk

August 30, 2022

Special meeting of the City Council of the City of Two Harbors, Minnesota, held on Tuesday, August 30, 2022, at 5:00 p.m.

The meeting was called to order by President Redden.

Members present, Councilors:

Woodruff, Glaser, Passe, Redden. 4.

Members absent, Councilors:

Rennwald, Erickson. 2.

Others present:

Interim Administrator, Dhein

Finance Director, Pietila

City Clerk, Nordean

President Redden announced that the purpose of the special meeting was to consider the removal of licenses for the sale of alcoholic beverages within the City and to consider authorizing improvements to a portion of Burlington Road.

Clerk Nordean was present and addressed the council proposing that the following licenses for the sale of alcoholic beverages be approved, pending the approval of the Chief of Police and the State of Minnesota, pending payment of property taxes and receipt of appropriate certificate of liquor liability insurance: Club On-Sale: Loom Lodge 1463, Two Harbors Moose Club; American Legion 109, Anderson-Claffy Post; On-Sale and Sunday On-Sale: Blackwood's Inc.; Two Harbors Golf Association Inc.; DJH Capital LLC, Harbor Rail Pub & Events; North Shore Landing, Inc.; McQuade's Pub and Grill; 3.2% Off-Sale Malt Liquor: Miner's Inc.; Kwik Trip; Krist Oil Co./Krist Food Mart; Holiday Stationstore; Wine On-Sale: Judy's Café of Two Harbors LLC; Fat Guyz Ventures LLC/Do North Pizzeria; SpokeNGear GBC Inc.; 3.2 On-Sale Malt Liquor with permission to sell strong beer as the holder of a 3.2% malt liquor license who is also licensed to sell wine at on-sale: Judy's Café of Two Harbors LLC; Fat Guyz Ventures LLC/Do North Pizzeria; SpokeNGear GBC Inc.; Brewer Off-Sale: Castle Danger Brewing Co LLC; and Tap Room On-Sale: Castle Danger Brewing Co LLC.

Motion by Glaser and Passe that RESOLUTION NO. 8-229-22 APPROVING CERTAIN LICENSE RENEWAL APPLICATIONS FOR THE SALE OF ALCOHOLIC BEVERAGES WITHIN THE CITY OF TWO HARBORS PENDING THE APPROVAL OF THE CHIEF OF POLICE AND THE STATE OF MINNESOTA, PENDING PAYMENT OF PROPERTY TAXES AND RECEIPT OF APPROPRIATE CERTIFICATES OF LIQUOR LIABILITY INSURANCE be adopted as read. Carried by a unanimous year vote of all members present on roll call.

Joe Rhein, Bolton & Menk, was present and addressed the Council regarding the proposal by Superior Shores to improve a portion of Burlington Road, and requesting the City's permission to make said improvements.

Mr. Rhein explained that the original proposal was to reconstruct a small portion of the roadway near the intersection of Burlington Road and Trunk Highway 61 which had failed, and that an overlay would be placed on the remainder of the roadway adjacent to the property owned by Burlington Lake Homes, but

that he was recently informed by the City's Public Works Director, that the contractor indicated that they are no longer planning to do the overlay, just the reconstruction of a small portion of the roadway.

Rhein further explained that the City became owner of a portion of the roadway when property was annexed for the construction of Burlington Lake Homes. Upon review of City records, it was found that the City has an agreement with Silver Creek Township for maintenance of said roadway.

At a previous meeting, questions were raised regarding the planned reconstruction meeting the City's minimum requirements for street improvements. Rhein explained that the proposed reconstruction was very close to the City's minimum requirements and that he would be comfortable with the reconstruction as-proposed. He recommended that an agreement be drafted between Superior Shores, the City and Silver Creek Township which provides for the reconstruction, with waiver of liability for the City and the approval of Silver Creek Township.

Motion by Woodruff and Glaser that RESOLUTION NO. 8-230-22 AUTHORIZING THE ATTORNEY TO DRAFT AN AGREEMENT BE DRAFTED BETWEEN SUPERIOR SHORES, THE CITY AND SILVER CREEK TOWNSHIP WHICH PROVIDES FOR THE RECONSTRUCTION, WITH WAIVER OF LIABILITY FOR THE CITY AND THE APPROVAL OF SILVER CREEK TOWNSHIP AND AUTHORIZING EXECUTION OF THE AGREEMENT BY THE ACTING MAYOR AND CITY CLERK AND CONTINGENT UPON THE APPROVAL OF SILVER CREEK TOWNSHIP be adopted as read. Carried by a unanimous yea vote of all members present on roll call.

Motion by Glaser and Passe that the meeting adjourn. Carried by a unanimous yea vote of all members present on roll call.

Patricia D. Nordean, City Clerk

TWO HARBORS CITY COUNCIL



AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: Considering approving invoice to Bolton & Menk for \$33,586 for professional services for the 2023 & 2024 Street & Alley Improvement Project

ORIGINATING SOURCE/DEPARTMENT: Street Improvement Fund

FUNDING SOURCE: Street Improvement Fund & Assessments

BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$33,586 from May 28, 2022 through June 24, 2022 for project management, coordination and correspondence for the street project. Preliminary engineering services for project were approved for \$156,300, at the Council meeting on August 22nd additional engineering costs were approved for the addition of 4th Avenue into the scope of the project for estimated cost of \$24,500 remaining costs are \$119,534.50.

ESTIMATED DATE OF COMPLETION: 12/31/2022

COMMITTEE/COMMISSION RECOMMENDATION: Click here to enter text.

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION: Approve invoice for \$33,586 to Bolton & Menk



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc. 1960 Premier Drive | Mankato, MN 56001-5900 507-625-4171 | 507-625-4177 (fax) Payment by Credit Card Available Online at www.Bolton-Menk.com To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Two Harbors Miranda Pietila, Finance Director 522 First Ave Two Harbors, MN 55616-1504

July 21, 2022

Project No:

0U1.127379

Invoice No:

0293798

Client Account:

TWOHARB_CI_MN

Two Harbors/2023-2024 Street Improvement

Professional Services from May 28, 2022 to June 24, 2022

Project Management (001)

Project Management, Coordination and Correspondence, Including Meetings with the City Attorney on June 7th, 16th and 23rd

Professional Services

		Hours	Amount
Principal		8.00	1,544.00
, , , , , , , , , , , , , , , , , , ,	Totals	8.00	1,544.00
	Total Labor		•

Total this Task

1,544.00 \$1,544.00

Preliminary Survey (002)

Complete Topographic Survey of City Project Area; Structure Measurements; Process Survey Information; Preparation of Project Survey Base Drawing

Professional Services

	Hours	Amount
Licensed Project Surveyor	4.00	640.00
Senior Technician	9.00	1,260.00
Survey Technician	3.00	450.00
Project Manager	15.00	2,400.00
Totals	31.00	4,750.00
Total Labor		

Total this Task

4,750.00

\$4,750.00

Preliminary Design - City (003)

Site Visits; Coordination for Geotechnical Investigation; Continue Preliminary Project Layouts; Meetings on June 6th and 23rd with City Staff for Discussion of Utilities; Investigation of Box Culvert at 502 6th Avenue; Investigate Potential Need for Project Easements; On-Site Meeting with Lake County SWCD to Review 6th Avenue Improvements and Skunk Creek

Professional Services

	Hours	Amount	
Principal	17.00	3,274.50	
Project Engineer	91.00	13,105.00	
Totals	108.00	16,379.50	
Total Labor		4	16,379.50

Project 0	U1.127379	Two Harbors/2023-2024 Str	eet Improvement	Invoice	0293798
Reimbursable E	xpenses				
Testing					
5/31/202	2 Geotechr	nical Investigation		3,600.00	
	Total Re	imbursables		3,600.00	3,600.00
			Tota	ıl this Task	\$19,979.50
Feasibility Repor	t (004)				
Continue Prepar	ation of Figures	and Layouts for Report			
Continue Prepar Professional Se	•	and Layouts for Report			
•	•	•	ours	Amount	
•	•	•	ours 4.00	Amount 772.00	
Professional Se	ervices	н			
Professional Se	ervices	Н	4.00	772.00	
Professional Se	rvices	H 2 2	4.00 24.00	772.00 3,480.00	4,252.00

Preliminary Design Coordination - County (013)

Coordination with County Design Team; Prepare for and Attend First Steering Committee Meeting; Prepare for and Attend Meeting with County to Review Project Soil Conditions; Coordination for Joint Powers Agreement for Design

Professional Services

		Hours	Amount	
Principal		8.50	1,640.50	
Project Engineer		10.00	1,420.00	
	Totals	18.50	3,060.50	
	Total Labor			3,060.50
			Total this Task	\$3,060.50
	•		Total this Invoice	\$33,586.00

TWO HARBORS CITY COUNCIL



AGENDA ITEM SUBJECT: Considering approving invoice to Bolton & Menk fro \$2,663 for professional services for the Odegard Trail.

ORIGINATING SOURCE/DEPARTMENT: Permanent Fund

FUNDING SOURCE: Grants and City Match

BACKGROUND: A topographic survey is needed for the the Odegard Trail, the survey is from the underpass to the parking lot/9th Street, the cost is \$6,500. It has been mentioned to extend the trail all the way to 8th Street, to include 9th Street to 8th Street the cost is an additional \$900. Total contract with B&M is \$7,400, there is \$251 remaining

ESTIMATED DATE OF COMPLETION: 12/31/2022

COMMITTEE/COMMISSION RECOMMENDATION: Click here to enter text.

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION: Approve invoice for \$2,663.



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)
Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Two Harbors

Miranda Pietila, Finance Director

522 First Ave

Two Harbors, MN 55616-1504

July 21, 2022

Project No:

0U1.127512

Invoice No: Client Account: 0293800 TWOHARB_CI_MN

Two Harbors/Odegard Trail

Professional Services from May 28, 2022 to June 24, 2022

Project Management (001)

Project Management, Coordination and Correspondence

Total Labor

Professional Services

 Principal
 Hours
 Amount

 1.00
 193.00

 Totals
 1.00
 193.00

Total Labor

193.00

Total this Task

\$193.00

Total tine i

Preliminary Survey (002)

Finish On-Site Topographic Survey; Process Survey Data; Prepare Project Base Drawing of Existing Conditions

Professional Services

	Hours	Amount
Project Engineer	6.00	870.00
Senior Technician	4.00	560.00
Project Manager	6.50	1,040.00
Totals	16.50	2,470.00

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Total this Task

2,470.00 \$2,470.00

Total this Invoice

\$2,663.00

TWO HARBORS CITY COUNCIL



AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: Considering approving invoice to Bolton & Menk for \$31,981 for professional services for the 2021 & 2022 Street & Alley Improvement Project

ORIGINATING SOURCE/DEPARTMENT: Street Improvement Fund

FUNDING SOURCE: Street Improvement Fund & Assessments

BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$31,981 from May 28, 2022 through June 24, 2022 for project management, coordination of Construction Contract for the street project. Total engineering contract for construction services in 2022 are \$175,000, remaining funds are \$126,543.

ESTIMATED DATE OF COMPLETION: 12/31/2022

COMMITTEE/COMMISSION RECOMMENDATION: Click here to enter text.

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION: Approve invoice for \$31,981 to Bolton & Menk

CA.6 9/12/22



Real People. Real Solutions.

Please Remit To: Bolton & Menk, Inc. 1960 Premier Drive | Mankato, MN 56001-5900 507-625-4171 | 507-625-4177 (fax) Payment by Credit Card Available Online at www.Bolton-Menk.com To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Two Harbors

Miranda Pietila, Finance Director

522 First Ave

Two Harbors, MN 55616-1504

July 21, 2022

Project No:

N16.121170

Invoice No:

0293797

Client Account:

TWOHARB_CI_MN

Two Harbors/2021-2022 Street Improvement

Professional Services from May 28, 2022 to June 24, 2022

Project Management (001)

Project Management, Coordination and Correspondence

Professional Services

		Hours	Amount	
Principal		7.00	1,351.00	
	Totals	7.00	1,351.00	
	Total Labor			1,351.00

Total this Task

\$1,351.00

Permits (006)

Coordination and Communication Regarding CN Railroad Cable Locate

Professional Services

	Hours	Amount
Principal	1.00	193.00
Totals	1.00	193.00
Total Labor		

Total this Task

193.00 \$193.00

Construction Admin/Observation-City Aves (007)

Coordination with Contractor; Review and Respond to Resident Questions Regarding Construction Issues; Construction Observation; Measurement and Documentation of Construction Quantities; Coordination Activities for Project Construction Testing; Coordination with City Staff Regarding Construction; Project Communications Including Website Updates and Notices for Distribution; Review and Process Request for Payments No. 14 and 15

Professional Services

Hours	Amount	
6.00	1,158.00	
88.00	9,240.00	
113.50	15,322.50	
207.50	25,720.50	
		25,720.50
	6.00 88.00 113.50	6.00 1,158.00 88.00 9,240.00 113.50 15,322.50

Total this Task

\$25,720.50

Construction Survey - City Avenues (008)

Construction Staking for 5th Avenue and 6th Avenue Improvements

roject	N16.121170	Two Harbors/2021-2022 Street Improvement	Invoice	0293797
rofession	nal Services			
		Hours	Amount	
Senio	r Technician	11.00	1,859.00	
	t Manager	12.50	2,000.00	
	Totals	23.50	3,859.00	
	Total Labo	r		3,859.00
		Total th	nis Task	\$3,859.00
Coordinati		CSAH (017) eekly Progress Meetings	,	
Coordinati		eekly Progress Meetings		
Coordinati	on with Lake County; W	eekly Progress Meetings Hours	Amount	
Coordinati	on with Lake County; W nal Services	eekly Progress Meetings Hours 2.50	Amount 482.50	
Coordinati P rofessio Princi	on with Lake County; W nal Services	eekly Progress Meetings Hours 2.50 1.00	Amount 482.50 105.00	
Coordinati Professio Princi Desig	on with Lake County; W nal Services pal	eekly Progress Meetings Hours 2.50 1.00 2.00	Amount 482.50 105.00 270.00	
Coordinati Professio Princi Desig	on with Lake County; W nal Services pal n Engineer	eekly Progress Meetings Hours 2.50 1.00	Amount 482.50 105.00	
Coordinati Professio Princi Desig	on with Lake County; W nal Services pal n Engineer ct Engineer	Hours 2.50 1.00 2.00 5.50	Amount 482.50 105.00 270.00	857.50
Coordinati Professio Princi Desig	on with Lake County; W nal Services pal n Engineer ct Engineer Totals	Hours 2.50 1.00 2.00 5.50	Amount 482.50 105.00 270.00	

TWO HARBORS CITY COUNCIL



AGENDA ITEM SUBJECT: Consider approving Pay App #10 to Lakehead Constructors for the Wastewater Treatment Plant Project for \$1,517,898.04

ORIGINATING SOURCE/DEPARTMENT: Sewer Plant

FUNDING SOURCE: State appropriations, PSIG Grant, WIF Grant, Sewer and Electric Fund reserves, with remaining balance to be covered from a low interest rate PFA loan

BACKGROUND: See attached memo from Bolton & Menk.

ESTIMATED DATE OF COMPLETION: 12/31/2024

COMMITTEE/COMMISSION RECOMMENDATION: Click here to enter text.

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION:Approve Pay App #10 to Lakehead Constructors for the Wastewater Treatment Plant Project for \$1,517,898.04

Agenda Item # CA 7 Meeting Date: 9/12/22



Real People. Real Solutions.

7533 Sunwood Drive NW Suite 206 Ramsey, MN 55303-5119

> Ph: (763) 433-2851 Fax: (763) 427-0833 Bolton-Menk.com

VIA EMAIL

September 8, 2022

Joel Dhein, Interim City Administrator City of Two Harbors 522 1st Ave. Two Harbors, MN 55616

RE:

Two Harbors Wastewater Treatment Facility Improvements

Pay Application No. 10

BMI Project Number: M24.117177

Dear Joel,

Enclosed is a copy of Pay Application No. 10 from Lakehead Constructors, Inc. for \$1,517,898.04. I have reviewed this request and recommend payment to the contractor. The work reflected on this application represents 24.0% of the work to be completed under this contract. Please process this request for payment.

Please contact me if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Jennifer Selchow, P.E.

gennifer Selchow

Environmental Project Engineer

Enclosures

cc:

Joe Rhein, Bolton and Menk, Inc. Brian Guldan, Bolton and Menk, Inc. Luke Heikkila, City of Two Harbors Patty Nordean, City of Two Harbors Miranda Pietila, City of Two Harbors File

	Contractor's Application for Payment No.	pplication for	Payment No.	
	Application Period:	7/26/22 - 8/25/22		Invoice No.
To (Owner):	From (Contractor):	,	Via (Engineer):	
City of 1 wo Harbotts, MIN	Contract:	iois, mc.	THE POST OF THE PO	
Wastewater Treatment Faciliy Improvements	Wastewater Improvements			
Owner's Contract No.:	Contractor's Project No.:	7834	Engineer's Project No.: M24,117177	
Application For Payment	11			
Change Order Summary		l opromyty covere	TOTAGE TO A STRUCT TAINTING A	\$29.297.715.00
Approved Change Orders		1. OKUGENAL CONTR		
Number	Deductions	2. Net change by Chang	Net change by Change Orders \$	in the second se
		3. Current Contract Pr	Current Contract Price (Line 1 \pm 2) \mathbb{S}	\$29,297,715.00
		4. TOTAL COMPLET	TOTAL COMPLETED AND STORED TO DATE	
		(Column F on Progre	(Column F on Progress Estimate)	\$7,391,323.91
		5. RETAINAGE:		
		a. 5%	X \$6,294,133.17 Work Completed \$	\$314,706.66
		b. 5% X	X \$1,097,190,74 Stored Material \$	\$54,859.54
		c. Total	c. Total Retainage (Line 5a + Line 5b) \$	\$369,566.20
		6. AMOUNT ELIGIBI	6. AMOUNT ELIGBLE TO DATE (Line 4 - Line 5c) \$	\$7,021,757.71
TOTALS		7. LESS PREVIOUS P.	7. LESS PREVIOUS PAXMENTS (Linc 6 from prior Application) \$	\$5,503,859.67
NET CHANGE BY	110000000000000000000000000000000000000	8. AMOUNT DUE THIS APPLICATION	S APPLICATION S	\$1,517,898.04
CHANGE ORDERS		9. BALANCE TO FINI	9. BALANCE TO FINISH, PLUS RETAINAGE	
		(Column G on Progr	(Column G on Progress Estimate + Line S above)	\$22,275,957.29
Contractor's Certification		Payment of: \$	\$1,517,898.04	
The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress narments received from Owner on account of Work done under the Contract have been applied	to the best of its knowledge: (1) all previous progress int of Work done under the Contract have been applied		(Line 8 or other - attach explanation of the other amount)	of the other amount)
on account to discharge Contractor's legitimate obligations incurred in connection with We covered by prior Applications for Payment, (2) title of all Work, materials and equipment	timate obligations incurred in connection with Work ant, (2) title of all Work, materials and equipment	is recommended by:	Gennalier Selahow	09/08/2022
morphotated it state work or otherwise taken in or overlead by this Application for a symmetry was pass to Owner at time of payment free and olear of all Liens, security interests and encumbrances to the control of the control was been as the control with the control with Broad consentation.	ed by ans. Application for rayment win lens, security interests and encumbrances nor indomnifying Owner against any such		(Engineer)	(Date)
(except state as are covered by a source acceptance of the control of the covered by this Application for Payment is in accordance with the Contract Doouments and is not defective.	ork covered by this Application for and is not defective.	Payment of:	\$1,517,898,04	

Endorsed by the Construction Specifications Institute.

(Date)

(Owner)

is approved by:

Approved by:

8/25/2022

Kerry Pylka

(Line 8 or other - attach explanation of the other amount)

(Date)

Funding Agency (if applicable)

	Vastewater Treatment Facilities Improvements	*		Invoice Number Application Date:	8/25/2022			
	7/26/22 - 8/25/22 A	В	Work Co	mpleted	E	F	····	G
Item cification Section	Description	Schoduled Value	C From Previous Application	D This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date	% (E)	Balance to Fi (B - F)
No.		\$2,785,870.00	(C+D)			(C + D + E) \$870,000.00	В	
1000 1001	General Conditions Bonds & Insurance	\$2,785,870.00	\$745,000.00 \$290,000.00	\$125,000.00	1	\$290,000.00	31.2% 100.0%	\$1,913,870.0
1020	General Construction Allowance	\$475,000.00		\$18,739.33		\$18,739.33	3.9%	\$456,260.6
1020 1020	Chemical Feed Pump & Skid Allowance Raw Water Webwell Mixer Allowance	\$73,000.00 \$5,000.00			1			\$75,000.00 \$5,000.00
1020	Laboratory Equipment Allowance	\$55,000.00						\$55,000.00
1020	Funtishings Allowance	\$35,000.00						\$35,000.00
1020 1020	Computer Allowance Security System Allowance	\$30,000.00 \$40,000.00						\$30,000.00 \$40,000.00
1020	Utility Service Connection Allowance	\$35,000.00						\$35,000.0
	Earthwork General Conditions	\$219,500.00	\$219,500.00			\$219,500.00	100.016	
2100	Site Preparation Demolition	\$43,3\$0.00 \$182,000.00	\$43,380.00 \$59,135.04			\$43,380.00 \$59,135.04	100.0% 32.5%	\$122,864.9
2102	Failth Grading	\$6,870.00	\$35,155.04			223,132.24	323.4	00.078,62
2103	Excavation & Backfill	\$489,800.00	\$465,310.00			\$465,310.00	95.6%	\$24,490.00
2104 2105	Remove Pavement & Alise, Structures Rock Excavation \$170/CY	\$22,600.00 \$425,000.00	\$13,000.00 \$57,970.00			\$13,000.00 \$57,970.00	57.5% 13.6%	\$9,600.00 \$367,030.0
2106	Excavation & Embankment	\$102,700.00	\$97,565.00	\$5,135.00		\$102,700.00	100.0%	
2107	Erosion & Sediment Control	\$33,150.00	\$16,563.80	\$2,552.90		\$19,116.70	57.7%	\$14,033.3
2108	Site Utilities Roads, Walks & Curbs	\$968,700.00 \$262,900.00	\$968,700.60			\$968,700.00	100.0%	\$262,900.0
2110	Turf Restoration & Plantings	\$50,150.00			1			\$50,150.00
	Earthwork for Decorative Wall	\$270,000.00	<i>'</i>				1	\$270,000.0
3300 3300	Cast in Place Concrete-below-includes rebar Clarifiers Concrete	\$1,245,000.00	\$\$10,000.00	\$112,500.00		5622,500.00	50.016	\$622,500.0
3300	Guage	\$620,000.00				,	1	\$620,000.0
3300	Aeration Basins	\$2,375,000.00	\$30,000,00	\$615,000.00		\$645,000.00	27.2%	\$1,730,000
3300 3300	Operations Biosolids	\$475,000.00 \$815,000.00						\$475,000.0 \$815,000.0
3300	Chlorine Contact	\$475,000.00						\$475,000.0
3310	Concrete Decorative Walls	\$1,321,260.00						\$1,321,260.
3410 4810	All Procest Unit Masoury Assemblies	\$535,000.00 \$840,000.00						\$535,000.0 \$840,000.0
5100	Metals	\$\$40,000.00 \$\$95,000.00			\$3,839.43	\$3,839.43	0.4%	\$\$40,000.0 \$\$91,160.3
6100	Rough Carpentry	\$55,000.00			'			\$55,600.00
7150 7190	Dampproofing Vapor Barrier	\$68,000.00 \$75,000.00						\$68,000.00
	Fully Adhered Membrane Roof System	\$675,000.00						\$75,000.00 \$675,000.0
7900	Crulking & Sealants	\$85,000.00	1					\$85,000.00
8110 8360	Doors & Frames O.H. Doors	\$130,000,000 \$60,000,000			\$96,616.31	\$96,616.31	74.3%	\$33,383.69
8360 8501	O.H. Doors Windows	\$60,000.00			\$2,496.00	\$2,496.00	8.3%	\$60,000.00 \$27,504.00
9900	Painting	\$610,000.00						0.000,0162
10000 11242	Division 10 Chemical Food	\$25,000.00			1			\$25,000.00
11242	Gates	\$133,703.00 \$80,000.00						\$133,708.0 \$80,000.00
11310	Centrifugal Wastewater Pumps	\$300,000.00					1 1	0.000,0002
11315	Rotary Lobe Pump	\$125,000.00]					\$125,000.0
11318 11335	Screw Impeller Centrifugal Pumps Jet Mixing Acration System & 11374/13126	\$440,000.00 \$550,000.00						\$440,000.0 \$550,000.0
11352	Clarifier Equipment	\$540,000.00			\$504,000.00	\$504,000.00	93.3%	\$36,000.00
11376	High Efficiency Blower System	\$750,000.00			1			\$750,000.0
11384 11386	Rotzry Drum Thickener Rapid Mixera	\$155,000.00 \$48,000.00						\$155,000.0 \$48,000.00
11387	Sebmersible Mixers	\$25,000.00	i		\$25,000.00	\$25,000.00	100.0%	31a,000.01
11630	Automatic Sampler	\$17,000.00						\$17,000.00
12346 13216	Carework Prestressed Concrete Water Tanks	\$55,000.00 \$1,500,000.00	\$1,099,871.80	\$250,128.20		\$1,350,000.00	90.0%	\$55,000.00 \$150,000.0
	FRP Baffles & Weirs	\$60,000.00	31,059,071.00	3230,124.20	1	01,010,010.00	1 200	\$60,000.00
14300	Hoists	\$25,000.00	1.		1			\$25,000.00
15000 15001	Mechanical Mobiliza & Gaseral Conditions	\$168,565.00	\$24,156.50		1	\$24,156.50	143%	\$144,408.5
	Buried Process Pipe	\$175,000.00	\$155,000.00		\$20,000.00	\$175,000.00	100.0%	3144,400.3
15003	Flanged Process Pipe	\$514,000.00	\$12,000.00		\$98,000.00	\$110,000.00	21.4%	\$404,000.0
15004 15005	Process Flanged Fittings Process Valves	\$286,000.00 \$305,000.00			1			\$286,000.0 \$305,000.0
15006	Process Pipe Labor	\$425,000.00	\$30,000.00			\$30,000.00	7.1%	\$395,000.0
15007	Stabiless Pipe Material	\$34,000.00			1			\$34,000.0
15008 15009	Stainless Pipe Labor Gas Piping	\$16,000.00 \$15,600.00						\$16,000.00
13010	Acration Piping Install	\$78,000.00						\$78,000.0
15011	Pipe Supports & Hangers	\$34,000.00						\$34,000.00
15012	Sampler Piping	00.008,62						\$3,800.00
15013 15014	Pipe Demo Chem Food Material	\$32,000.00 \$16,000.00						\$32,000.00 \$16,000.00
15015	Chem Feed Labor	\$17,600.00			1		1 1	\$17,600.00
15016 15017	Mechanical Equipment Install Exterior ted Ductors &	\$34,050.00			1			\$34,050.00 \$31,625.00
	Fabricated Ductwork Duct Field Material	\$31,625.00 \$22,000.00						\$31,625.00 \$22,000.00
	Plumbing Material	\$121,000.00		\$12,100.00	1	\$12,100.00	10.0%	\$108,900.0
	Insulation Material	\$17,050.00 \$85,217.00]		1			\$17,050.00 \$85,217.00
15020							. 1	
15021	Ventilation Material Plumbing Labor	\$175,406.00		\$17,540.60		\$17,540.60	10.0%	\$157.865.4
15021 15022 15023	Plunibing Labor Insulation Labor	\$175,406.00 \$28,985.00		\$17,540.60		\$17,540.60	10.0%	\$28,985.00
15021 13022 15023 15024	Plumbing Labor Insulation Labor Ventilation Equipment	\$175,406.00 \$28,985.00 \$177,760.00						\$28,985.00 \$177,760.0
15021 15022 15023 15024 15025	Plunbing Labor Insulation Labor Ventilation Equipment Planbing Fixtures/Equipment	\$175,406.00 \$28,985.00		\$17,540.60 \$46,585.00		\$17,540.60 \$46,585.00	10.0% 50.0%	\$28,985.00 \$177,760.0 \$46,585.00
15021 13022 15023 15024 15025 15026 15027	Phanking Labor Iranilities labor Vantilities Equipment Phanking Fixtures/Equipment Refrigeration Piping/Start-up IAB	\$175,406.00 \$28,985.00 \$177,760.00 \$93,170.00 \$15,730.00 \$9,486.00				\$46,585.00	50.0*4	\$28,985.00 \$177,760.0 \$46,585.00 \$15,730.00 \$9,486.00
15021 13022 15023 15024 15025 15026 15027 15028	Phunbing Labor Irantition Labor Valulition Epigipment Plombing Fasturen/Equipment Refrigeration Piping/Start-up I&B Temp Control Sub	\$175,406.00 \$28,985.00 \$177,760.00 \$93,170.00 \$15,730.00	\$13,700.00					\$28,985.00 \$177,760.0 \$46,585.00 \$15,730.00 \$9,486.00
15021 13022 15023 15024 15025 15026 15027 15028 16000	Phanking Labor Iranilities labor Vantilities Equipment Phanking Fixtures/Equipment Refrigeration Piping/Start-up IAB	\$175,406.00 \$28,985.00 \$177,760.00 \$93,170.00 \$15,730.00 \$9,486.00 \$137,006.00	\$13,700.00	\$46,385.00		\$46,585.00 \$13,700.00	50.0*4	\$28,985.00 \$177,760.0 \$46,585.00 \$15,730.00 \$9,486.00
15021 13022 15023 15024 15025 15026 15027 15028 16000 16001 16002	Pianbing Labor Iranlistion Labor Veniblian Equipment Plambing Faturent/Equipment Refrigeration Pping/Start-up TAB Temp Control Sub Electrical Permit Mobilization	\$175,406.00 \$28,983.00 \$177,760.00 \$93,170.00 \$15,730.00 \$9,486.00 \$137,006.00 \$2,500.00	\$38,000.00	\$46,585.00 \$2,500.00		\$46,585.00 \$13,700.00 \$2,500.00 \$38,000.00	50.0°4 10.0°4 100.0°4 76.0°6	\$28,985.00 \$177,760.0 \$46,585.00 \$15,730.00 \$9,486.00 \$123,305.0
15021 13022 15023 15024 15025 15026 15027 15028 16000 16001 16002 16003	Pienching Labor Iranslation Labor Vanditulon Equipment Vanditulon Equipment Redrigeration Piping/Start-up TAB Temp Control Sub Electrical Mobilization Temp Workerstein Mobilization Temp PowerfLighting	\$175,406.00 \$28,985.00 \$177,760.00 \$393,170.00 \$15,730.00 \$9,486.00 \$137,006.00 \$32,500.00 \$53,000.00 \$53,000.00	\$38,000.00 \$8,500.00	\$46,585.00 \$2,500.00 \$2,000.00		\$46,585.00 \$13,700.00 \$2,500.00 \$18,000.00 \$10,500.00	50.0°4 10.0°4 100.0°4 75.0°5 42.6°a	\$28,985.00 \$177,760.0 \$46,583.00 \$15,730.00 \$9,486.00 \$123,305.0 \$12,000.00 \$14,500.00
15021 13022 15023 15024 15025 15026 15027 15028 16000 16001 16002 16003 16004	Planching Labor Installation Labor Vanishtion Equipment Planching Fratures/Equipment Refrigeration Printy/Start-up TAB Temp Control Sub Electrical Percuri Mobilization Temp Power/Lighting Size Electrical	\$175,406.00 \$23,835.00 \$177,760.00 \$33,170.00 \$15,730.00 \$3,486.00 \$137,006.00 \$25,000.00 \$25,000.00 \$447,319.00	\$38,000.00	\$46,585.00 \$2,500.00		\$46,585.00 \$13,700.00 \$2,500.00 \$38,000.00	50.0°4 10.0°4 100.0°4 76.0°6	\$28,985.00 \$177,760.0 \$46,583.00 \$15,730.00 \$9,486.00 \$123,305.0 \$12,000.00 \$14,500.00 \$332,319.0
15021 15022 15023 15023 15025 15026 15027 15028 16000 16001 16002 16003 16004 16004	Pienching Labor Iranslation Labor Vanditulon Equipment Vanditulon Equipment Redrigeration Piping/Start-up TAB Temp Control Sub Electrical Mobilization Temp Workerstein Mobilization Temp PowerfLighting	\$175,406.00 \$28,985.00 \$177,760.00 \$393,170.00 \$15,730.00 \$9,486.00 \$137,006.00 \$32,500.00 \$53,000.00 \$53,000.00	\$38,000.00 \$8,500.00	\$46,585.00 \$2,500.00 \$2,000.00		\$46,585.00 \$13,700.00 \$2,500.00 \$18,000.00 \$10,500.00	50.0°4 10.0°4 100.0°4 75.0°5 42.6°a	\$28,985.00 \$177,760.0 \$46,583.00 \$15,730.00 \$9,486.00 \$12,000.00 \$14,500.00 \$322,319.0 \$58,116.00
15021 13022 15023 15024 15025 15026 15027 15028 16000 16000 16002 16003 16004 16005 16005 16006 16007	Panching Labor Iranilation Labor Iranilation Labor Vandiblian Equipment Planching Features/Equipment Refrigeration Piping/Start-up TAB Iranp Conteol Sub Electrical Permit Mobilization Temp Powerfulphing Site Electrical Site Electrical Site Lighting Final Clarifier Acertical Barbar	\$173,465.00 \$177,667.00 \$171,766.00 \$171,760.00 \$151,710.00 \$5,416.00 \$137,006.00 \$3,000.00 \$31,000.00 \$31,000.00 \$31,000.00 \$407,319.00 \$47,641.00 \$47,747.00	\$38,000.00 \$8,500.00	\$46,585.00 \$2,500.00 \$2,000.00		\$46,585.00 \$13,700.00 \$2,500.00 \$18,000.00 \$10,500.00	50.0°4 10.0°4 100.0°4 75.0°5 42.6°a	\$28,985.00 \$177,760.0 \$46,583.00 \$15,730.00 \$9,486.00 \$123,305.0 \$12,000.00 \$322,319.0 \$37,476.64.00 \$37,476.64.00
15021 15022 15023 15024 15025 15026 15027 15028 16000 16001 16002 16003 16004 16005 16007 16007	Pienching Labor Installation Labor Vanilation Equipment Pienching Features Equipment Refingeration PienginStatup TAB Temp Control Sub Electrical Pennit Mobilization Temp Power Lighting Site Electrical Sole Lighting Front Clarifier Aeration Strein Coperation Strein Coperation Education Front Clarifier Aeration Strein Operation Education	\$173,465.00 \$187,760.00 \$177,760.00 \$157,760.00 \$15,750.00 \$5,466.00 \$137,000.00 \$30,000.00 \$30,000.00 \$35,000	\$38,000.00 \$8,500.00	\$46,585.00 \$2,500.00 \$2,000.00		\$46,585.00 \$13,700.00 \$2,500.00 \$18,000.00 \$10,500.00	50.0°4 10.0°4 100.0°4 75.0°5 42.6°a	\$28,983.00 \$17,760.0 \$16,583.00 \$13,730.00 \$123,305.0 \$12,305.0 \$14,500.00 \$322,319.0 \$58,116.00 \$47,683.00 \$37,476.00 \$15,343.00
15021 15022 15022 15024 15025 15026 15027 15028 16000 16001 16002 16003 16004 16005 16006 16007	Panching Labor Institution Labor Vanishtian Equipment Plambing Faturent/Equipment Refrigeration Pyring/Start-up TAB Temp Control Sub Electrical Pennin Mobilization Temp Powerfi.juling Sike Lighting Final Chrifter Aestron Barian Operation Building Storage Garage	\$173,465.00 \$177,769.00 \$177,769.00 \$151,719.00 \$1,579.00 \$1,466.00 \$1,509.00 \$1,509.00 \$1,509.00 \$1,509.00 \$1,609.0	\$38,000.00 \$8,500.00	\$46,585.00 \$2,500.00 \$2,000.00		\$46,585.00 \$13,700.00 \$2,500.00 \$18,000.00 \$10,500.00	50.0°4 10.0°4 100.0°4 75.0°5 42.6°a	\$28,985,00 \$17,760,0 \$16,583,00 \$15,730,00 \$9,486,00 \$123,305,0 \$12,000,00 \$14,500,00 \$322,319,0 \$37,475,00 \$37,475,00 \$19,6343,0 \$19,343,0
15021 15022 15022 15024 15025 15026 15027 15027 15028 16000 16001 16002 16004 16005 16007 16008 16007 16008	Henching Labor Installation Labor Ventilation Equipment Plembing FixturestEquipment Refrigeration Piring/Start-up TAB Temp Control Sub Herstreal Permit Mobilization Temp PowntLighting Sike Lighting Fixed Charlier Sike Lighting Fixed Charlier Australia Sone Lighting Sine Lighting Fixed Charlier Australia Sone ge Garge Hissolida Building For Treatment	\$173,465.00 \$177,769.00 \$177,769.00 \$15,710.00 \$15,710.00 \$1,466.00 \$13,700.00 \$2,500.00 \$13,000.00 \$13,000.00 \$13,000.00 \$13,000.00 \$13,100.00 \$14,745.00	\$38,000.00 \$8,500.00	\$46,585.00 \$2,500.00 \$2,000.00		\$46,585.00 \$13,700.00 \$2,500.00 \$18,000.00 \$10,500.00	50.0°4 10.0°4 100.0°4 75.0°5 42.6°a	\$78,983.00 \$177,760.00 \$14,583.00 \$15,730.00 \$123,305.00 \$12,000.00 \$14,500.00 \$332,319.0 \$17,684.00 \$17,684.00 \$19,873.00 \$19,873.00 \$14,073.0 \$1
15021 13022 15023 15024 15025 15026 15027 15028 16000 16001 16002 16003 16004 16005 16006 16007 16008 16009 16009 16009	Pinching Labor Inculstion Labor Vanishtion Equipment Phembing Fether ar Equipment Refrigeration Pripring Start-up TAB Temp Control Sub Electrical Peterit Mobilization Temp Power Lighting Site Electrical Site Electrical Site Lighting Final Clustifier American Basius Operation Building Storage Gurage Billiosolida Holding Per Treatment Electrical Startion Basius Operations Building Storage Gurage Billiosolida Holding Per Treatment Electrical Startions Tectamont	\$173,465.00 \$187,760.00 \$117,760.00 \$15,730.00 \$1,450.00 \$1,450.00 \$1,500.00 \$1,500.00 \$1,000.00	\$38,000.00 \$8,500.00	\$46,585.00 \$2,500.00 \$2,000.00		\$46,585.00 \$13,700.00 \$2,500.00 \$18,000.00 \$10,500.00	50.0°4 10.0°4 100.0°4 75.0°5 42.6°a	\$18,983.00 \$177,760.0 \$14,533.00 \$15,733.00 \$123,305.0 \$123,305.0 \$12,630.00 \$323,2319.0 \$37,476.00 \$19,473.0 \$214,073.0 \$214,073.0 \$214,073.0 \$214,073.0 \$35,000.00 \$35,000.00 \$35,000.00 \$35,000.00 \$35,000.00 \$35,000.00
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15021 13022 15023 15024 15024 15025 15025 15026 15027 15028 16001 16002 16003 16004 16003 16004 16005 16009 16010 16011 16011 16012 16011 16012 16013	Pinching Labor Intulation Labor Vanitation Equipment Punching Fature Equipment Refrigeration Piping/Start-up TAB Temp Control Sub Electrical Permit Mobilization Temp PowerLighting Sike Electrical Sike Elect	\$173,465.00 \$177,760.00 \$117,760.00 \$117,760.00 \$14,760.00 \$14,760.00 \$34,660.00 \$30,000.00 \$30,000.00 \$31,000.00 \$31,000.00 \$31,000.00 \$31,7319.00 \$31,745.00 \$31,74	\$38,000.00 \$8,500.00	\$46,585.00 \$2,500.00 \$2,000.00		\$46,585.00 \$13,700.00 \$2,500.00 \$38,000.00 \$10,500.00 \$75,000.00	50.0°4 10.0°4 100.0°4 75.0°4 42.0°4 18.4°4	\$18,943.00 \$177,760.00 \$15,730.00 \$123,106.00 \$123,106.00 \$14,500.00 \$312,319.00 \$14,600.00 \$14,600.00 \$14,746.00 \$17,746
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TWO HARBORS CITY COUNCIL

AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: leaking fire hall roof

ORIGINATING SOURCE/DEPARTMENT: Fire Department

FUNDING SOURCE: 2022 budget (50% City of Two Harbors, 38% Lake

County, and 12% Silver Creek Township)

BACKGROUND: The fire hall meeting room experiences a leaking roof at times, especially in the spring. Craig Jussila obtained two quotes to fix the roof, one is for \$3,790 (Kuettel) and the other is for \$6,200 (Perrault), The department would recommend Craig to use A. W. Kuettel to fix the roof this fall for the quoted cost of \$3,790.

ESTIMATED DATE OF COMPLETION: October 2022

COMMITTEE/COMMISSION RECOMMENDATION:

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION:

Agenda Item # Mark Meeting Date: 9/12/22

Jim Gilbert

From:

Craig Jussila

Sent:

Thursday, March 03, 2022 12:05 PM

To:

Jim Gilbert

Subject:

FW: Two Harbors Fire Hall Roof Leak Repair

Attachments:

Two Harbors Fire Hall Roof Leak Repair.pdf

From: L Kuettel < lkuettel@awkuettel.com>
Sent: Thursday, March 03, 2022 11:58 AM
To: Craig Jussila < cJussila@twoharborsmn.gov>

Cc: Adam Kuettel <akuettel@awkuettel.com>; Scott Privette <sprivette@awkuettel.com>

Subject: Two Harbors Fire Hall Roof Leak Repair

Craig,

Please see attached item for proposal. It was nice meeting you Craig. After my inspection there is some ice damning happening in the area were the east facing roof and the north facing roof meet in the valley due to loosing heat in that valley, pretty common, but not the area that is leaking. After getting into the building and seeing the places where the damage was presenting itself was on the exterior vertical walls on the east and north facing exterior walls. The water was running down interior east and north walls. After getting on the roof, the standing seam roof looks in good shape, but I do have 2 concerns on the east and north facing exterior walls.

East Facing Wall

• Caulk is failing on top of the reglet metal flashing in areas that I could get to by removing snow. This area the metal flashing is set in a cut joint on exterior wall.

North Facing Wall

Reglet metal flashing does not have a return that would be set in a cut joint into the precast wall then
caulked. The existing metal flashing is called a Philadelphia which relies only on the caulk joint. This area
looked worse the east facing side. The caulk is failing.

I would suggest to get the snow off that those two roofs where the work is to be done ASAP so no more damage happens with the warm weather coming. I do have a price to remove snow on the proposal if you would want us to do that for additional cost. Let me know if you have any questions. Thank you for the opportunity.

Thank you,

Luke Kuettel | Project Manager

C: (218).393-4082 | O: (218).722.3901 3930 Airpark Blvd | Duluth, MN 55811



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Mechanical Contractors-Roofing-Siding-Plumbing-Structural Fabrication-Mechanical Engineering 3930 Airpark Boulevard – Duluth, MN 55811 PH: (218) 722-3901 FAX: (218) 722-6113 www.awkuettel.com

PROPOSAL

Proposal Submitted to: Craig Jussila

3/3/2022

Job Name: Job Location:

Two Harbors Fire Hall Two Harbors, MN

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR THE FOLLOWING:

Division: Architectural Sheet Metal

Inclusions: Labor and material for the following

- Remove existing caulk on reglet metal flashing and install new caulk on top of reglet metal flashing joints.
- Remove existing reglet metal flashing on north facing wall and replace with new reglet metal flashing. Fabricated out of 24-gauge prefinished metal. Color to match existing color.
- Recalk around octagon window above valley

Exclusions:

Any unforeseen work that might be a cause of leaking that could not be seen due to snow drifts.

Proposal Amount:		
We propose hereby to furnish material and labor, complete in	accordance with the	above specifications, for the sum of:
(Three Thousand Seven Hundred Nighty & 00/00 Dollars)		\$ 3,790.0
(Add Snow Removal where work is to be done in proposal)		\$ 870.0
Note: Material prices subjected to change by delivery date.		
Author	zed Signature:	Luke Knettel
Note: This proposal may be withdrawn be Acceptance of Proposal: The above prices, specifications and cor authorized to do the work as specified. Pays	nditions are satisfacto	ory and are hereby accepted. You are
Authorized Signature:	Date:	***************************************
Payment to be made as follows: NET 30 DAYS – All material is guaranteed to be as specified. All work to be completed in a workma specifications involving extra costs will be executed only upon written orders, and will become an	Inlike manner according to sta	indard practices. Any alterations or deviation from ab

accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

PLEASE TAKE NOTICE: (A) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. (B) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by person who supplied any labor or material for the improvement and who gave you timely notice.

made as outlined above conditions are satisfactory and we are hereby accepted. You contingent upon soldes, accidents or delays beyond our control. Owner to carry fire, torredo, and other necessary insurance. Our workers are fully covered by Horker's are authorized to do the work as specified. Payment will be Acceptance of Proposal - The above prices, specifications and and will become an extra charge over and above the astimate. All agreements above specifications involving extra costs will be executed costs upon written orders. professional manner according to starvised practices. Any alteration or deviation from Payment to be made as follows: HALE DOWN, BALANCE DUE UPON COMPLETION. Payments programs Comparisation insurance All materies is guaranteed to be as specified. All work to be completed in a We Propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of Address Email Phone We hereby submit specifications and estimates for Proposal Submitted To: Craig Jussila Number Address: All insurance settlements are the responsibility of the owner.

MN ST 60A955 - A PERSON WHO FILES A CLAIM WITH INTENT TO DEFRAUD OR HELPS COMMIT A FRAUD All accounts over 30 days are subject to 1.5% monthly finance charge. AGAINST AN INSURER IS GUILTY OF A CRIME Replace roof to wall flashing with new flashing Make sure jobsite is clean and remove all excess materials Caulk all seems and wal Tear off 60 linear feet of roof to wall flashing LIC #CR005659 www.perraultconstruction.com cjussila@twoharborsmn.gov Two Harbors Fire Hall Salesman: Claim Number: Insurance Company Job # Note: This proposal entry be with stawn by us it not accepted within 30 days. Signature: Authorized Signature: Signature: Sean Z N.Z. Phone #: Location: Job Name/ Visa/MasterCard Accepted \$ 6.200 218-221-6554

Date of Acceptance



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:			
P. Nordean	Administration	8/19/22			
Agenda Item Subject:	Fiscal Impact:				
Declaring 2 nd Reading Ordinance					
Amending City Code Sec. 2.46.					
Planning Commission					

BACKGROUND:					
The Public Affairs Committee has reviewed the existing code language pertaining to the					
Planning Commission and have recommended the attached language amendments.					
COUNCIL ACTION REQUESTED:					
Declare second reading of Ordinance.					
RECOMMENDATION:					
Staff recommends declaring second reading of this proposed ordinance amendment.					
gerena de anno proposed ordinaries differiarient.					
ATTACHMENTS:					

Agenda Item #

9//2/22 leeting Date <u>\$\frac{1}{22}</u>

SEC. 2.46. PLANNING COMMISSION.

Subd. 1. Membership. The Planning Commission shall consist of seven (7) members. Commission members must be appointed with preference given to domiciled residents of the City of Two Harbors (as defined in Section 2.40, Subd. 1). If no domiciled residents of the City apply for vacant positions, owners of commercial business property located within the City, who are domiciled residents in the 55616 zip code, may be appointed, not to comprise a majority of the members of the Commission. The membership rules set forth in Section 2.40 apply to the extent they are not inconsistent with these specific rules.



AGENDA ITEM COVER SHEET

Originating Staff: P Nordean	Department: Administration	Date: -8/8/22 8/19/22
Agenda Item Subject: 日RA	Fiscal Impact:	

BACKGROUND:

It has been recommended that the City Code language be updated to follow State Statute for the appointment of commissioners on the City HRA. The City Attorney worked with the Public Affairs Committee and language was drafted which includes the statutory requirements. This change will require an ordinance amendment.

COUNCIL ACTION REQUESTED:

Authorize the first reading of an ordinance amending the City Code to reflect the new language.

RECOMMENDATION:

Public Affairs and City Staff recommend that the first reading of this proposed ordinance be authorized.

ATTACHMENTS:

Draft ordinance language is attached.

Agenda Item # A 9

9/12/22 Jeeting Date 8/22/22

SEC. 2.51. TWO HARBORS HOUSING AND REDEVELOPMENT AUTHORITY.

Subd. 1. Membership. The provisions of Minnesota Statute Section 469.003, Subdivisions 5, 6 and 7 shall apply to Commissioners appointed to the Two Harbors Housing and Redevelopment Authority. The Commission shall consist of seven members who must be domiciled residents of the City of Two Harbors (as defined in Section 2.40, Subd. 1). Commissioners shall be appointed by the Mayor, with approval by majority vote of the Council. City Councilors may be appointed as Commissioners. Otherwise the membership rules set forth in Section 2.40 shall apply to the extent they are not inconsistent with these specific rules.

Subd. 2. Terms. All Commissioners shall be appointed for five-year, staggered terms. City Councilors appointed shall serve a five-year term or until their term as Councilor expires, whichever is shorter.



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:			
P. Nordean	Administration	9/8/22			
Agenda Item Subject:	Fiscal Impact:				
Joint Powers Agreement					
BACKGROUND:					
Approve a JP Agreement with the State of Mn on behalf of the City's Prosecuting Attorney					
		7			
COUNCIL ACTION REQUESTED:					
Approve the JP Agreement with the BCA on behalf of the City's Prosecuting Attorney					
RECOMMENDATION:					
Approve Agreement					
·		AND THE RESERVE OF THE PERSON			
ATTACHMENTS:					

RESOLUTION	NO.	

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF TWO HARBORS ON BEHALF OF ITS PROSECUTING ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Two Harbors on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Two Harbors, Minnesota as follows:

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Two Harbors on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 207186, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN The BCA, the Agency and the Court desire to amend the Subscriber Agreement by reference. CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

- 1. TERM; TERMINATION; ONGOING OBLIGATIONS. This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.
- 2. **Definitions**. Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

- a. "Authorized Court Data Services" means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.
- b. "Court Data Services" means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.
- c. "Court Records" means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:
 - i. "Court Case Information" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
 - ii. "Court Confidential Case Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
 - iii. "Court Confidential Security and Activation Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
 - iv. "Court Confidential Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.
- d. "DCA" shall mean the district courts of the state of Minnesota and their respective staff.
- e. "Policies & Notices" means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

- f. "Rules of Public Access" means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.
- g. "Court" shall mean the State of Minnesota, State Court Administrator's Office.
 - h. "Subscriber" shall mean the Agency.
- i. "Subscriber Records" means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.
- 3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.
 - a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.
 - **b.** Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.
 - c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.
- 4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

- a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.
- **b.** To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.
- Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.
- d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.
- e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.
- 6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

- 7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.
 - a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.
 - b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.
 - c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."
 - Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

- e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.
- f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.
- 8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.
- 9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

- 12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.
 - a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.
 - b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.
 - c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.
 - d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

- 13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.
- **MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

- a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.
- b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.
- 16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
- 17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

- 18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.
- 19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.
- 20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.
- 21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.
- 22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.
- 23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
- 24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name:(PRINTED)
(LIMILD)
Signed:
Title:
Title: (with delegated authority)
Date:
News
Name:(PRINTED)
0' 1
Signed:
Title: (with delegated authority)
(with delegated authority)
Date:

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name:
Name:(PRINTED)
Signed:
Title: (with delegated authority)
Date:
3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division
Ву:
Date:
4. COURTS Authority granted to Bureau of Criminal Apprehension
Name:(PRINTED)
Signed:
Title: (with authorized authority)

TWO HARBORS CITY COUNCIL

AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: discarded equipment

ORIGINATING SOURCE/DEPARTMENT: Fire Department

FUNDING SOURCE: No funds requested

BACKGROUND: The fire department is requesting permission to discard the metal racks from the old gear lockers as well as 18 sets of turnout gear that are over 20 years old and no longer in use. The metal would be recycled and the turnout gear donated to a charity group like "Firefighters Crossing Borders" - if they will take it. If the turnout gear is not accepted by a charity group, it would be discarded to a landfill.

ESTIMATED DATE OF COMPLETION: September 2022

COMMITTEE/COMMISSION RECOMMENDATION:

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION:

Agenda Item # CA. 14 Meeting Date: 9/12/22



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:
P. Nordean	Administration	9/8/22
Agenda Item Subject:	Fiscal Impact:	<u> </u>
Approving Liquor Renewals	Fee-based	
Approxim8 aides:		
BACKGROUND:		
Each year license holders are require	d to renew their licenses for the s	ale of alcoholic
	a to fellow them made a	
beverages in the City.		
COUNCIL ACTION REQUESTED: Approve the renewal applications of permission to sell strong beer; McQu And Vanilla Bean for On-Sale and Suithe Chief of Police and State of Minn	lade's Pub & Grill for On-Sale and nday On-Sale Liquor Licenses, pen	Sunday On-Sale Liquor; ding the approval of
RECOMMENDATION:		
Approve the license renewals.		
ATTACHMENTS:		



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:
P. Nordean	Administration	9/8/22
Agenda Item Subject:	Fiscal Impact:	The state of the s
Gambling Permit	N/A	
BACKGROUND: In order to conduct a raffle in City lim from the City.	its, non-profit agencies are requir	ed to get approval
COUNCIL ACTION REQUESTED: Approve the application of the Volyage	geur Snowmobile Club to conduct	a raffle.
RECOMMENDATION: Approve the application with no waiting	ing period.	
ATTACHMENTS:		

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- · conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION	
	vious Gambling mit Number: X
Minnesota Tax ID Federal Employe Number, if any: 1866083 Number (FEIN),	er ID if any:
Mailing Address: PO Box 190	
City: Two Harbors State: MN Zip: 55616	County: Lake
Name of Chief Executive Officer (CEO): Paul Goff	
CEO Daytime Phone: 763-780-3840 CEO Email: pgoff@sbs-intl.com	o this email address unless otherwise indicated below)
Email permit to (if other than the CEO):	
NONPROFIT STATUS	
Type of Nonprofit Organization (check one): Religious Veterans	Other Nonprofit Organization
Attach a copy of one of the following showing proof of nonprofit status:	
60 Empire Drive, Suite 100 www.sos.s	of State website, phone numbers: state.mn.us 2803, or toll free 1-877-551-6767 e letter, have an organization officer contact the corganization (charter) th of the following: anization with a group ruling; and rganization as a subordinate.
Check one: City: Two Harbors Zip: 55616	County: Lake
	County:
Date(s) of activity (for raffles, indicate the date of the drawing): 2/18/2023 Check each type of gambling activity that your organization will conduct: Bingo Paddlewheels Pull-Tabs Tipboards Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: devices may be borrowed from another organization authorized to conduct bingo. To www.mn.gov/gch and click on Distributors under the List of Licenses tab. or	Bingo hard cards and bingo ball selection for find a licensed distributor, go to

Checklist for Exempt Raffle

	ion Name:			Previous G		1	Date of Raffle Drawing:	
Voyageur Snowmoblie Club of Two Harbor X-		X- V038	010-122	2-010	2/18/2023			
 INSTRUCTIONS: The purpose of this form is to help your organization conduct exempt raffles in compliance with the requirements listed below. Detailed information regarding each requirement is available by clicking on the following links [in blue italics]: 1) applicable statutes and rules; 2) the Lawful Gambling Manual chapter on raffles; 3) the online class, "Conduct of Raffles"; and 4) the phone number and email address of your county's Compliance Specialist. After reading each checklist item, mark "Yes" to indicate that you understand the requirement and agree to comply. After answering "Yes" to each applicable item, your organization's CEO must sign the acknowledgment below. Include the 								
com	completed checklist as part of your application to conduct an exempt raffle.							
Yes		 If tickets will be sold primark "Yes" to Item #1 a Items #2 and #3. If tickets are sold only a theater tickets, mark "Nanswer "Yes" to Items # 	nd mark "N/ t the event (I/A" to Item	A" to	Yes	mon may	cash, personal checks, cashier's checks, ey orders, travelers' check, and debit cards be accepted (NO CREDIT CARDS). (349.2127) (1.0260)	
\		1. Tickets are printed in a Rule 7861.0310.			~	base	method of selection cannot be manipulated or and on the outcome of an event not under the nization's control. (349.173)	
7		 Tickets contain the sec the raffle ticket. (349.3 A list of prizes and a st relevant information is 	173) atement of c	other	~	11. Pers	ons are not required to be present at a raffle ving to be eligible to win. (349.173)	
Yes	Prizes	ticket purchasers. (349			V		le tickets are not sold to or won by persons er age 18. (349.181) (7861.0310)	
V	4. The c	organization is the sole ow onal property to be awarde			V .		chasers are not required to buy anything other the ticket. (349.173) (7861.0310)	
	5. A me	rchandise certificate is use	ed when a pr	ize	Yes	House	Rules	
	ATVs	iring registration or licensu i <mark>, etc.)</mark> is offered. (7861.02 s must not consist of lawfu	60)	rs,	~	14. Clear and legible house rules in accordance with MN Rule 7861.0310 are prominently posted at the point of winner selection.		
V	i	oment including raffle ticke		er	Yes		affle Conduct	
	7. The t	e. (7861.0260) cotal value of lawful gambl fair market value for dona	•		V	15. An exempt permit financial report (<i>LG220A</i>) must be submitted to the Gambling Control Board within 30 days of the gambling occasion. (<i>349.166</i>)		
		ed \$50,000 in a calendar yo nol is only awarded as a pr			~		nbling funds may only be spent for allowable enses and lawful purposes. (349.12 3a & 25)	
~	dem	onstrate that they are 21 y 4.70 7)			V	17. Gan	nbling records must be kept for 3½ years. 51.0310)	
CHIEF E	XECUTIVE	OFFICER'S SIGNATURE (r	equired)					
Noncompliant Activity: I acknowledge by signing below that my organization must follow all raffle rules and that any gambling activity conducted by the organization at the event that is not in compliance with Minnesota Statute and Rule may subject the organization to citation or the inability to receive future permits to conduct gambling. I understand that my permit will not be issued until this form has been completed and submitted to the Minnesota Gambling Control Board.								
Signature				Date: 9/8/202	22	Print Nan		
form (and Control Bo qualification Minnesota supply the refuses to able to de a consequ organization	Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information, however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization requested, the Board will be provided will be private data about your organization provided will be private data about your organization, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international agambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written to the information; Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international agambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies or which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.							

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGME the Minnesota Gambling Control Board)	NT (required before submitting application to
CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
The application is acknowledged with no waiting period.	The application is acknowledged with no waiting period.
The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).	The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
The application is denied.	The application is denied.
Print City Name:	Print County Name:
Signature of City Personnel:	Signature of County Personnel:
Title:Date:	Title: Date:
The city or county must sign before submitting application to the Gambling Control Board.	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: Signature of Township Officer:
	Title: Date:
CHIEF EXECUTIVE OFFICER'S SIGNATURE (requ	ired)
report will be completed and returned to the Board within 30 days	
Chief Executive Officer's Signature:(Signature must be CEO's signature	re; designee may not sign)
Print Name: Paul Goff	
REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS
Complete a separate application for: all gambling conducted on two or more consecutive days; or all gambling conducted on one day. Only one application is required if one or more raffle drawings are conducted on the same day. Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.	Mail application with: a copy of your proof of nonprofit status; and application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota. To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113
Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).	Questions? Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board Issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Patty Nordean

From:

Joel Dhein

Sent:

Tuesday, August 23, 2022 11:56 AM

To:

Patty Nordean

Subject:

FW: ranked choice voting in the city

For next council meeting communications.

Joel Dhein Interim City Administrator

City of Two Harbors 522 First Avenue Two Harbors, MN 55616

City Hall: (218) 834-5631 Direct: (218) 834-8803 Fax: (218) 834-2674

----Original Message----

From: Tom Koehler <tvkoehler@lakeconnections.net>

Sent: Tuesday, August 23, 2022 10:08 AM

To: Joel Dhein < jdhein@twoharborsmn.gov>

Cc: Tim Costley <tac@costleylaw.com>
Subject: ranked choice voting in the city

As a former Charter Commission member I think I have an obligation to remind you that the city has ranked choice voting in the city's charter.

It is appropriate now, considering the very real possibility of multiple candidates for city offices. RCV will save the city the cost of an extra election. The only very real consideration is the need for an education campaign, telling people how to do instant runoff voting. When many people do not have a clue how to vote in a general primary election, it is a sure bet that they will not comprehend RCV.

An intense campaign can get the word out how to do RCV. The North Shore Journal and the Lake County Press and the city radio station KTWH would all do

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this at no cost to the city as part of their mandate for public service...and they all need content to support their own existence. It is also a good possibility the Duluth paper would have a piece on this, even if it didn't involve a scandal or a murder here.



PROTECTING, MAINTAINING & IMPROVING THE HEALTH OF ALL MINNESOTANS

September 1, 2022

Two Harbors City Council c/o City Administrator Two Harbors City Hall 522 First Avenue Two Harbors, Minnesota 55616

Dear Council Members:

SUBJECT: Lead/Copper Tap Water Monitoring Report, PWSID 1380005

This letter is to report the results of your recent lead/copper monitoring that is required by the Safe Drinking Water Act. The results revealed the following 90th percentile levels:

90th percentile lead level = $3 \mu g/I$ (rounded as 0.003 mg/I). The action level for lead is $15.0 \mu g/l$.

90th percentile copper level = $44 \mu g/l$ (rounded as 0.044 mg/l). The action level for copper is 1300 µg/l.

Based on these results, your public water system has not exceeded the action level for lead and has not exceeded the action level for copper.

By federal rule, 40 CFR 141.85, you are required to provide the lead/copper results to persons served at the sites that were tested. In addition, you must provide them with an explanation of the health effects of lead/copper, list steps consumers can take to reduce exposure to lead/copper in drinking water, and water utility contact information. The notification must also provide the maximum contaminant level goals, the action levels for lead/copper, and the definitions for these two terms.

Notification must be made within 30 days by U.S. Mail. If the residence is a rental property, both the occupant(s) of the residence and rental property owner must be notified. To assist you in meeting the notification requirements, we have enclosed a sample letter and a fact sheet on lead/copper in drinking water. All of the information contained in the sample letter is EPA required language and must be included in your letter and provided to the homeowner. If you would like to receive any of the enclosed documents via e-mail, please send your request to stephanie.voeller@state.mn.us.

The lead/copper sampling site addresses are private data. This information was classified as "nonpublic" by the Minnesota Department of Administration in October 2004, upon the request of Minnesota Department of Health (MDH) and Minnesota community water supply

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Two Harbors City Council Page 2 September 1, 2022 PWSID 1380005

systems. When notifying the persons served at the sites that were tested, provide them with the results for that address only.

Within 10 days after notifying the residents of their results, you must complete the enclosed Lead/Copper Consumer Notification Certification form and return it to us along with a copy of the letter that you sent to the residents notifying them of their results. A return envelope is enclosed for your convenience.

Please note that all enclosures are sent to the addressee of this letter. Persons receiving a copy (cc) of the letter do not receive any enclosures. It is the responsibility of the addressee to follow through with the requirements.

A sampling kit will be sent to you prior to your next scheduled sampling date. The enclosed report should be placed in your records and a copy maintained on or near the water supply premises and available for public inspection for not less than ten (10) years.

If you have any questions, please contact me at 651-201-3974, or Michael Bourland at 651-201-5928.

Sincerely,

Stephanie Voeller

Community Public Water Supply Unit Environmental Health Division

P.O. Box 64975

St. Paul, Minnesota 55164-0975

PAW

Enclosures

cc: Water Superintendent

DEPARTMENT OF HEALTH **Lead/Copper Consumer Notification Certification** Municipal System (Population Greater Than 3,300)

PWSID: 1380005 PWS Name: Two Harbors

Compliance Period: June 1, 2022 - September 30, 2022

PLEASE COMPLETE THIS FORM AND KEEP A COPY FOR THE SYSTEM'S RECORDS. Delivery/Notification must be completed within 30 days. Delivery/Notification: Residences were notified by U.S. Mail on _____(date). You must submit a copy of the letter that you sent to the residents notifying them of their results, along with this certification form. Failure to provide notice of the lead/copper results to persons served at the sites that were tested and submit this Consumer Notification Certification form to the Minnesota Department of Health (MDH) will result in enforcement action, which may include fines, from the U.S. Environmental Protection Agency and/or MDH. I certify that lead/copper results were provided to persons served at the sites that were tested along with the following information: MCLGs, ALs and their definitions, a fact sheet on the health effects of lead/copper which includes steps to reduce exposure to lead/copper in drinking water, and contact information for the water utility. I further certify that notification was completed within 30 days after our system learned of the results, and that if the residence is a rental property, both the occupant(s) and rental property owner were notified. Signature: Print Name: Job Title: ______ Date: _____ Date: _____

Return this certification form and a copy of the resident notification letter to MDH, in the enclosed envelope, within 10 days after notification has been

Please print clearly

completed.

Email Address: _

Mailing Address:

Minnesota Department of Health c/o Stephanie Voeller, Compliance Officer Community Public Water Supply Unit **Environmental Health Division** P.O. Box 64975

St. Paul, Minnesota 55164-0975

If you have any questions, please call 651-201-3974, or email stephanie.voeller@state.mn.us.

[Public Water Supply Letterhead]

All information in this letter must be provided to the participants **within 30 days** after the system learns of the tap monitoring results. One (1) copy of the letter must be returned to MDH with Consumer Notification Certification form

Date: [mm/dd/yyyy]
[Resident's Info/Address]
Dear Resident(s):
Thank you for participating in the lead/copper tap water monitoring that we recently conducted.
This letter is to report the lead/copper results at your residence and the results for our system.
The reported results for your residence are parts per billion (ppb) for lead and ppb for copper.
Ninety percent of homes tested had a result less than (or equal to) ppb for lead and ppb for copper.
The results indicate that we [have / have not] exceeded the lead action level and [have / have not] exceeded the copper action level.
The action level for lead is 15 ppb. The action level for copper is 1300 ppb. The action level is the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
The maximum contaminant level goal (MCLG) for lead is zero. The MCLG for copper is 1300 ppb. The MCLG is the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
To learn more about lead and copper in your drinking water, please visit <u>Lead in Drinking Water</u> (https://www.health.state.mn.us/communities/environment/water/contaminants/lead.html) and <u>Copper in Drinking Water</u> (https://www.health.state.mn.us/communities/environment/water/contaminants/copper.html).
For more information
If you have any questions please contact [System Contact] at [Phone]. Visit [utility website address] for more information.
Sincerely,
[System Info Signature Block]



Lead in Drinking Water

Lead is a poisonous metal that can cause long-term health and behavioral problems. The main way to come in contact with lead in Minnesota is through lead-based paint in homes built before 1978. There are also many other ways to come in contact with lead, including through drinking water.

Health Effects

Coming in contact with lead can cause serious health problems for everyone. There is no safe level of lead. Babies, children under six years, and pregnant women are at the highest risk. Coming in contact with too much lead can damage the brain, kidneys, and nervous system. In children, lead can also slow development or cause learning, behavior, and hearing problems.

How to Protect Yourself and Your Family

You may be in contact with lead through paint, water, dust, soil, food, hobbies, or your job. Learn how to reduce your contact with lead from sources other than your drinking water at *Lead Poisoning Prevention:*Common Sources. Lead can get in your drinking water as it passes through your household plumbing system. Here are ways to protect yourself from lead in your drinking water.

- Let the water run for at least 30-60 seconds before using it for drinking or cooking if the water has not been turned on in over six hours. If you have a lead service line, you may need to let the water run longer.
- Use cold water for drinking, making food, and making baby formula. Hot water releases more lead from pipes than cold water.
- 3. Test your water. In most cases, letting the water run and using cold water for drinking and cooking should keep lead levels low in your drinking water. If you are still concerned about lead, arrange with a laboratory to test your tap water. Testing your water is important if young children or pregnant women drink your tap water. Minnesota Department of Health (MDH) recommends using an accredited laboratory (see Search for Accredited Laboratories). Contact the laboratory to get sample containers and instructions, or ask your county environmental or public health services if they provide well water testing services.
- 4. Treat your water if a test shows your water has high levels of lead after you let the water run (see Home Water Treatment).

If you have a private well

Lead is not usually found in your well water. Lead may enter your drinking water as it travels from your well through your plumbing system. Wells and plumbing systems built before 1995 may have parts that have lead in them. Learn more at *Lead in Well Water Systems*. Make sure you use cold water and let the water run before using it for drinking and cooking. You are responsible for keeping your well water safe and testing it as needed.

If you are on a public water system

All public water systems have to follow standards set by the U.S. Environmental Protection Agency (EPA) for testing for lead and copper. They also follow EPA standards to make sure water does not easily dissolve lead and copper while moving through pipes. You can find the levels of lead and copper detected in the system serving where you live by reading the system's water quality report (also known as a Consumer Confidence Report [CCR]). You can call your public water system to get a paper copy of your CCR, or you may be able to find it online (see Search for your CCR webpage). If you want to find the levels of lead and copper places beside your home, contact the water system serving that location.

Lead can get into your drinking water as it passes through your household plumbing system. If you live in a house built before 1986, you may have lead parts in your plumbing system. Make sure you use cold water and let the water run before using it for drinking and cooking. The only way to know how much lead is in your drinking water is to test your water.

Background Information

Lead occurs naturally and has been used in many products around the world. Researchers keep finding more ways that lead is toxic. Levels that were once considered safe are now dealt with as a medical emergency. The EPA continues to research lead to



Copper in Drinking Water

Copper is a metal that occurs naturally and is used to make many products, including parts for plumbing systems. Copper can get into your drinking water as the water passes through your household plumbing system. Your body needs some copper to stay healthy, but too much is harmful.

Health Effects

Eating or drinking too much copper can cause vomiting, diarrhea, stomach cramps, nausea, liver damage, and kidney disease. People with Wilson's disease and some infants (babies under one year old) are extra sensitive to copper. Their bodies are not able to get rid of extra copper easily.

How to Protect Yourself and Your Family

Drinking water with more than 1,300 micrograms of copper per liter of water (μ g/L)* can be a health risk for everyone. Infants and people with Wilson's disease may need water with an even lower level of copper to stay safe.

Copper can get into your drinking water as it passes through your plumbing system. Over time, plumbing parts with copper in them usually build up a natural coating that prevents copper from being dissolved into the water. Plumbing systems with copper parts fewer than three years old usually have not had time to build up this protective coating. You can take the steps below to help keep your drinking water safe:

- Let the water run for at least 30-60 seconds before using it for drinking or cooking if the water has not been turned on in over six hours.
- 2. **Use cold water** for drinking, making food, and making baby formula. Hot water releases more copper from pipes than cold water.
- 3. Test your water. In most cases, letting the water run and using cold water for drinking and cooking should keep copper levels low in your drinking water. If you are still concerned about copper, arrange with a laboratory to test your tap water. Testing your water is

important if an infant or someone with Wilson's disease drinks your tap water. Minnesota Department of Health (MDH) recommends using an accredited laboratory (see Search for Accredited Laboratories). Contact the laboratory to get sample containers and instructions, or ask your county environmental or public health services if they provide well water testing services.

- If tests show you have levels of copper over 1,300 μg/L in your drinking water after you let the water run 30-60 seconds, you may want to consider home water treatment (see Home Water Treatment).
- * 1 microgram per liter $(\mu g/L) = 1$ part per billion (ppb)

If you own a private well Copper is not usually found in the groundwater that feeds your well. Copper may enter your drinking water as it travels through your plumbing system. If your plumbing system has parts made with copper, follow the steps above to help keep your drinking water safe.

If you are on a public water system The U.S. Environmental Protection Agency (EPA) has an action level of 1,300 μ g/L for public water systems serving places where people live, work, go to school, and receive childcare. These systems have to take actions to reduce the amount of copper in the water if more than 10 percent of the water samples they take from homes and sampling sites served by the system have copper levels over 1,300 μ g/L.

You can find the level of copper detected in the system serving where you live (called a community water system) by reading the

Minnesota Department of Health List of Sampling Locations and First Draw For Lead/Copper Tap Water Monitoring

Sampling Period: 6/1/2022 - 9/30/2022

PWSID: 1380005 Population: 3613 Michael Luhrsen PWS Name: Two Harbors Samples Received: 20 Samples Required: 20

90th Percentile Lead Level: 3 µg/L 90th Percentile Copper Level: 44 µg/L Reduced Long Term 09/01/2025

			Plumbing Materials			Sample Results			
Site No.	Location (Site Address)	Tier No. (1-4)	LSL	LP	CP/LS	Other	Lead 15.0 (µg/L)	Copper 1300 (µg/L)	Collected
00001	123 3rd Avenue 55616	1	Х	Х			< 2	11	7/14/2022
00002	230 2nd Avenue 55616	1	Х				14	15	7/14/2022
00003	734 16th Avenue 55616	1			Х		< 2	< 10	7/14/2022
00004	205 2nd Avenue 55616	1	Х				< 2	< 10	7/16/2022
00005	235 3rd Avenue 55616	1	Х				< 2	< 10	7/14/2022
00006	517 9th Avenue 55616	1	Х				< 2	16	7/15/2022
00033	901 8th Avenue 55616	1			. X		< 2	< 10	8/2/2022
00044	820 16th Avenue 55616	1			· X		< 2	< 10	7/15/2022
00045	1512 12th Avenue 55616	1			Х		< 2	< 10	7/14/2022
00047	528 5th Avenue 55616	3			Х		3	20	7/14/2022
00048	815 11th Avenue						< 2	77	7/15/2022
00049	809 4th Street	2			Х		< 2	12	7/14/2022
00050	807 9th Avenue	3			х		< 2	< 10	7/15/2022
00051	1807 6th Avenue	3			Х		< 2	< 10	7/16/2022
00052	703 14th Avenue	3			х		< 2	49	8/2/2022
00053	627 9th Avenue	1	Х				< 2	35	7/15/2022
00054	727 12th Avenue	3			Х		< 2	< 10	7/13/2022
00056	214 1st Avenue	4					3	44	7/16/2022
00057	418 8th Avenue	3			Х		3	< 10	7/13/2022
00059	520 3rd Avenue	1	X				2	< 10	7/14/2022

PWSID: 1380005

PWS NAME: Two Harbors

Monitoring Frequency: Three Year

Subject: Lead and Copper Results - Compliance Review Summary

Two Harbors is currently conducting three-year monitoring for lead and copper. Results of this round of monitoring show that the 90th percentiles for both lead and copper are below both the action levels. Two Harbors will continue with its current monitoring schedule, with its next round occurring during **June - September 2025**, where the system will be required to collect **20 samples**.

MDH encourages all public water supplies to actively provide educational material about reducing exposure to lead and/or copper in drinking water. For more information that you can provide residents please see our website: https://www.health.state.mn.us/communities/environment/water/contaminants/lead.html

Please contact your District Engineer or DWP Compliance Engineer, Michael Bourland at 651-201-5928 with any questions relating to the Lead and Copper Rule and/or corrosion control treatment and treatment optimization and pre-notify MDH of any treatment modifications or changes by emailing michael.bourland@state.mn.us.



Real People. Real Solutions.

4960 Miller Trunk Highway Suite 350 Duluth, MN 55811

> Ph: (218) 729-5939 Bolton-Menk.com

MEMORANDUM

Date:

September 8, 2022

To:

Mayor and City Council

From:

Jennifer Selchow, P.E., Bolton & Menk, Inc.

Subject:

Two Harbors WWTF Improvements

Project No.: M24.117177

Since the last progress update and pay request, the contractor has completed the following work:

Clarifier

- Lakehead formed and poured the lower half of the of clarifier #2 walls.
- Lakehead moved the inside forms to the second level of clarifier #2 walls.
- Woody's Rebar started setting the rebar for the second level of clarifier#2 walls.
- Lakehead completed three pours of the second level of clarifier #2 walls.

Aeration basin

- Woody's Rebar set the rebar for the south half of the aeration basin base slab.
- Lakehead formed and poured the south half of the aeration basin base slab.

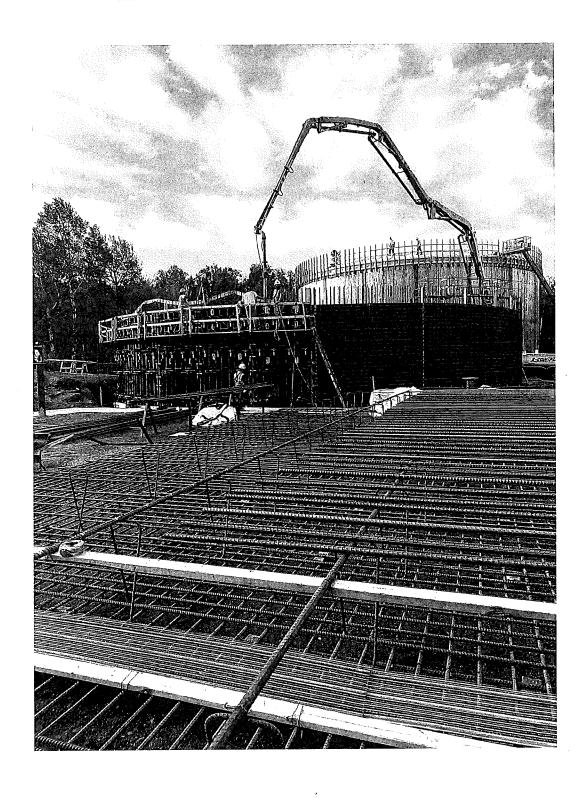
Biosolids

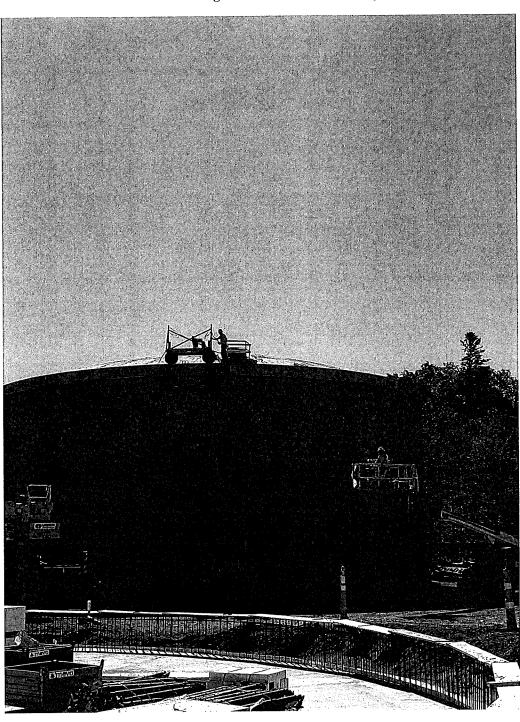
- DN tanks shot the base layer of shotcrete on the biosolids storage tank.
- DN tanks started wrapping and tensioning the reinforcement wire and covering it in shotcrete.

Construction photos have been included at the end of this memorandum for your information and reference.

Comm. 3 9/12/22

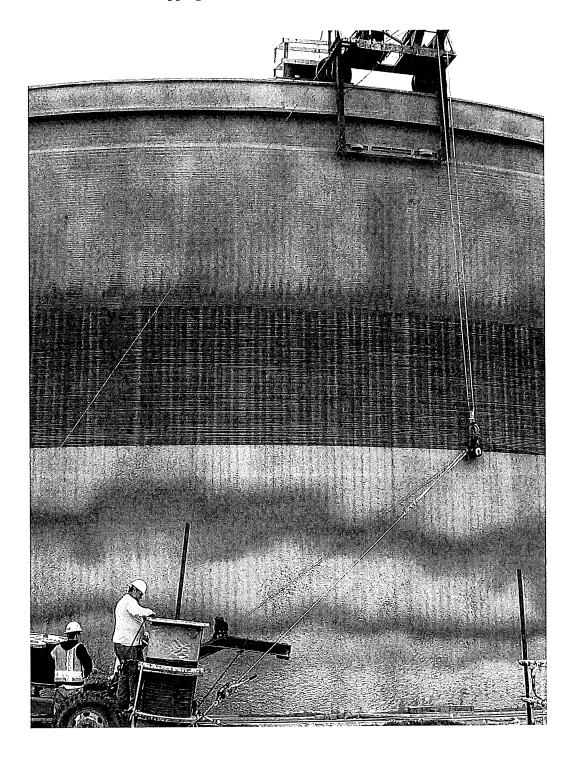
Clarifier #2 Wall Pour and Aeration Basin Base Slab Rebar



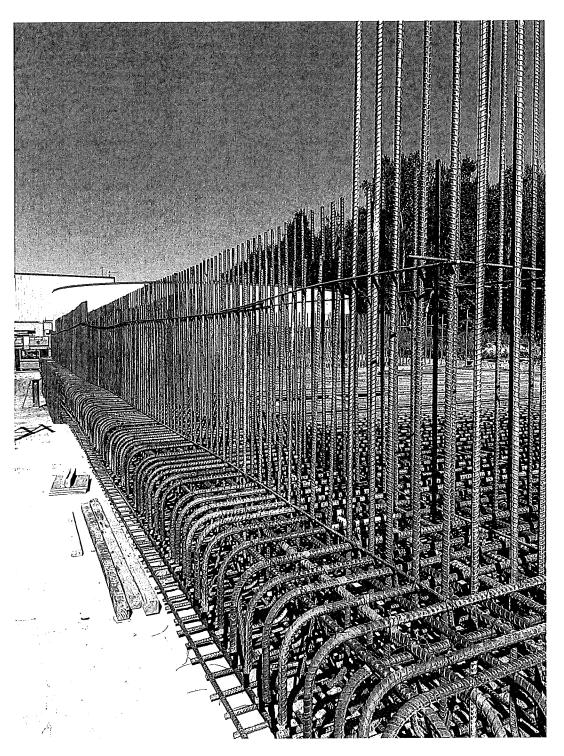


Biosolids Storage Tank Shotcrete Base Layer

Wrapping of the Tensioned Reinforcement Wire



Aeration Basin Base Slab Reinforcement



Aeration Basin Base Slab Pour #1 – South Half





Real People. Real Solutions.

4960 Miller Trunk Highway Suite 350 Duluth, MN 55811

> Ph: (218) 729-5939 Bolton-Menk.com

MEMORANDUM

Date:

September 12, 2022

To:

Two Harbors City Council

Interim City Administrator Joel Dhein

From:

City Engineer Joe Rhein

Subject:

2023-2024 Street Improvement Project

Feasibility Report Review

Background

As directed by the Two Harbors City Council, work has been proceeding on the Feasibility Report for the proposed 2023-2024 Street Improvement Project. The necessary information has been developed, including figures, cost estimates, parcel information, and preliminary assessment roll.

The information from the Feasibility Report will be presented to the City Council on September 12th for consideration of calling a public hearing. This memo is intended as an overview to highlight key elements and assist in review of the full Report. Information in this memo will include:

- Project Area
- Estimated Project Cost
- Comparison to Capital Improvement Plan (CIP)
- Assessments
- Next Steps

Project Area

The proposed project area is shown in the following table, as well as on Figure 1 (attached).

2023-2024 Street Improvement Project Proposed Project Segments						
Name	From	То	Notes			
5 th Street (CSAH 36)	7 th Ave	4 th Ave	Lake County State Aid Highway.			
4 th Avenue (CSAH 35)	6 th St	4 th St	Lake County State Aid Highway.			
4th Avenue (County Rd 105)	4 th St	3 rd St	Lake County Road.			
5 th Avenue	6 th St	5 th St	Local City Avenue.			
6 th Avenue	7 th St	4 th St	Local City Avenue.			

Comm:4

9/12/22

Estimated Project Costs & Comparison to CIP

The proposed project includes improvements to four blocks of City Avenues. The base project would reconstruct each block to its existing width. Optional improvements are also identified:

- To widen 6th Avenue from its existing 24-foot width to a width of 28-feet.
 - o This improvement is recommended, and would be consistent with the blocks of 6th Avenue constructed in the 2021-2022 Street Project.
- To extend watermain along 4th Street north of 6th Avenue for looping.
 - o This improvement is not recommended to be part of this project.
- To provide a sidewalk on the west side of 4th Street north of 6th Avenue.
 - This improvement is recommended; since 4th Avenue is designated as a CSAH, it is anticipated the cost for this improvement would be borne by the County.

In addition to the four blocks of City Avenues, Lake County is proposing to reconstruct six blocks; five of which are County State Aid Highway (CSAH) and one of which is County Road. The County segments would be included in the project with the City blocks. City participation on the County segments would consist of replacing existing City sanitary sewer and water utilities, along with sharing a portion of storm water cost proportional to contributing drainage areas.

The figures from the Feasibility Report are provided with this memo for reference. They show the overall project area, as well as existing conditions and proposed improvements for each segment.

The following table provides a summary of the estimated project costs. Appendix B-1 of the Report shows a break down by project segment and improvement type. A copy of Appendix B-1 is attached.

2023-2024 Street Improvement Proj Estimated Cost Summary Feasibility Report	
Item	Amount
City Portion – Base Improvements ¹	\$6,587,660
City Portion – Optional Improvements	\$259,146
Total – City Portion	\$6,846,806
County Portion – Base Improvements ²	\$4,536,516
County Portion – Optional Improvements	\$8,990
Total – County Portion	\$4,545,505
Total Project	\$11,392,311

^{1 -} Includes City Utilities on County Segments.

^{2 -} Subject to Revision Based on Updated Cost Estimate Currently Being Reviewed by Lake County.

Appendix B-1A of the Feasibility Report shows the Report estimated project costs compared to the estimated costs in the Capital Improvement Plan (CIP). A summary of the comparison of the Report to the CIP is shown in the following table. A copy of Appendix B-1A is attached for reference. Also attached is a summary table showing a segment-by-segment comparison of the estimated Report cost to the CIP cost.

2023-2024 Street Improvement Project Summary Comparison of Report to CIP City Portion						
Item	Report	CIP	Differe	nce		
City Avenues	\$4,914,626	\$4,395,000	\$519,626	11.8%		
County CSAHs & Rd – City Contribution	\$1,932,180	\$2,597,499	(\$665,319)	(25.6%)		
Total City Portion 1,2	\$6,846,806	\$6,992,499	(\$145,693)	(2.1%)		

^{1 -} Includes Optional Improvements.

From the table it can be seen the current estimates for the City Avenues in the project are higher than the CIP amounts, while the City contribution toward County State Aid Highways in the project are lower than the CIP amounts. This means the estimated costs for utility improvements in the Report are generally lower than in the CIP, while the estimated costs for streets and sidewalks in the Report are generally higher than the CIP.

Assessment Summary

The assessment method proposed for use on this project is the Area Method, per the adopted City Assessment Policy. A cost per square foot is determined, based on the estimated assessable project costs and the benefitted area.

Parcels are proposed to be grouped into categories according to their area. Using this approach, parcels within the same size category will receive the same assessment. This is the same method used on 2021-2022 Street Improvement Project. Parcel categories are shown in the following table:

2023-2024 Street Improvement Project Parcel Categories for Assessment					
Parcel Designation	Small	Average	Large	Extra Large	
Parcel Areas (SF)	0 to 5,250	5,251 to 8,749	8,750 to 10,500	10,501 +	
Assessment Rate	0.75	1.00	1.25	Actual area	
Note: The base assessment of	f 1.00 would be	based on the standard	d lot size of 7,000 SF	•	
Reference: One-quarter lot	= 1,750 SF H	[alf-lot = 3,500 SF	Standard lot = 7,000	SF	

² – Without the optional 4th Street watermain, the total project Report estimate is 4.9% lower than the CIP.

Preliminary estimated assessments for the 2023-2024 Street Project are being finalized based on this methodology, and will be presented at the public hearing. For reference, the following table shows the preliminary estimated assessments from the 2021-2022 Street Project, and the actual final assessment rates per lot on the 2018 and 2019 Street and Alley Improvement Projects.

Assessment Rates for Standard Lot from Recent City Projects for Reference				
Project	Amount			
2021-2022 Street Project – Preliminary Estimate	\$11,410			
2019 Project Final Assessment – 8th Avenue	\$11,390			
2018 Project Final Assessment – 9th Avenue	\$11,393			

It should be noted the amounts shown in the preceding table are for street and sidewalk improvements only.

Per the adopted City policy, assessments are also assigned for sanitary sewer services, and portions of water services beyond the curb stop. Virtually all parcels within the project area are served with sewer and water. Therefore, certain parcels may receive an assessment for sewer and/or water service, even though they do not receive an assessment for the street and sidewalk improvements.

A detailed listing of assessments by type for each parcel will be provided in Appendix C-2 of the Feasibility Report.

It should be noted the approach taken for the preliminary assessment roll in the Feasibility Report is conservative. If a parcel designated for an assessment in the Feasibility Report does not actually receive a utility service during construction, or is deemed not assessable, the assessments for those parcels would be adjusted or removed accordingly at the time the final assessments are calculated.

Next Steps

Next steps in the project development include the following:

- Resolution to Receive the Feasibility Report and Call the Public Hearing
 - o A draft of this Resolution is included with this memo for consideration.
 - o The Resolution will authorize Staff to publish and mail a notice for the Public Hearing.
 - A draft copy of the notice is included for reference.
 - o The time, date, and location of the Public Hearing need to be selected.
- Public Hearing
 - o Hold the Public Hearing on the proposed improvements.
 - o After the conclusion of the Hearing, consider whether to Order the Improvements.
 - Any optional improvements to be included in the project would be designated with the Order.

Conclusion

The Feasibility Report for the 2023-2024 Street Improvement Project is ready for consideration to be received. Current cost estimates, based on recommended improvements, are approximately 5% below CIP estimates.

If the City Council wishes to proceed with continued development of the 2023-2024 Street Improvement Project, the appropriate actions would be:

- Set the time, date, and location for the Public Hearing.
- Adopt the Resolution to Receive the Feasibility Report and Call the Public Hearing.
- The Public Hearing could be called as part of the regular City Council meeting on Sept. 26th, or it could be called as a Special City Council meeting.
 - o If called as a Special City Council meeting, the date would need to be after Sept. 26th to allow enough time for publication and mailing of notices.

We will be present to review this information at the City Council meeting on September 12th. Please let us know if you have questions regarding the content of this memo or need further information. I can be reached at 651-968-7384 or via e-mail at Ioseph.Rhein@bolton-menk.com.

Attachments:

- Resolution Receiving Feasibility Report (Draft)
- Hearing Notice (Draft)
- Table Comparison of Report Estimated Costs to CIP
- Feasibility Report Appendix B-1
- Feasibility Report Appendix B-1A
- Feasibility Report Figures 1 17

RESOLUTION NO.	
KESOLUTION NO	

RESOLUTION RECEIVING FEASIBILITY REPORT AND CALLING HEARING ON THE 2023-2024 STREET IMPROVEMENT PROJECT

WHEREAS, a report ("Report") has been prepared by Bolton & Menk, Inc. with reference to proposed improvements to 4th Avenue from 3rd Street to 6 th Street; 5th Avenue from 5th Street to 6 th Street; 6th Avenue from 4th Street to 7 th Street; and 5th Street from 4th Avenue to 7th Avenue all in Two Harbors, Minnesota ("2023-2024 Street Improvement Project") and was duly presented to the City Council on, 2020, and
WHEREAS, the Report provides information regarding whether the 2023-2024 Street Improvement Project is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels; and
WHEREAS, the City Council believes that it is in the best interests of the City of Two Harbors to continue to proceed with the 2023-2024 Street Improvement Project.
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Two Harbors, Minnesota as follows:
1. The City Council will consider the 2023-2024 Street Improvement Project in accordance with the Report and the assessment of all parcels of property benefitted by the 2023-2024 Street Improvement Project for all or a portion of the cost of the 2023-2024 Street Improvement Project pursuant to Minnesota Statutes, Chapter 429.
2. A public hearing shall be held on the proposed 2023-2024 Street Improvement Project on September 26, 2022, in the City Hall of the City of Two Harbors at 6:00 p.m. and the Clerk shall give mailed and published notice of such hearing and 2023-2024 Street Improvement Project as required by law.
ADOPTED, this day of A.D., 2022.
President, City Council
ATTEST: Administrator
APPROVED, by the Mayor of the City of Two Harbors this day of, 2022.
Mayor

NOTICE OF HEARING ON IMPROVEMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given the City of Two Harbors will hold a Public Hearing on Monday, September 26, 2020 at 6:00 p.m., or as soon thereafter as possible, in the Council Chambers at Two Harbors City Hall, 522 1st Avenue, to consider the ordering of an improvement of the following: 4th Avenue from 3rd Street to 6th Street; 5th Avenue from 5th Street to 6th Street; 6th Avenue from 4th Street to 7th Street; and 5th Street from 4th Avenue to 7th Avenue, Two Harbors, Minnesota, pursuant to Minn. Stat. 429.011 to 429.111. The area proposed to be assessed for all or a portion of the improvement is bounded by 7th Avenue, 7th Street, 3rd Avenue, and 3rd Street.

The estimated cost of the improvement is ~\$12.5M (NEEDS TO BE VERIFIED BASED ON UPDATED COUNTY ESTIMATE). Information on the estimated improvement cost and a reasonable estimate of the impact of the assessment will be available at the Hearing. Such persons as desire to be heard with reference to the proposed improvement will be heard at this Public Hearing.

BY THE ORDER OF THE TWO HARBORS CITY COUNCIL

Patty Nordean	
City Clerk	
Dated:	

		Updated CIP	Report v	s. CIP
Segment	Report Estimate	Estimate (July 2022)	Amount	Percent
5 th Street – 4 th to 5 th Avenue	\$161,490	\$383,333	(\$221,843)	(57.9%)
5 th Street – 5 th to 6 th Avenue	\$104,550	\$383,333	(\$278,783)	(72.7%)
5 th Street – 6 th to 7 th Avenue	\$148,860	\$588,333	(\$439,473)	(72.7%)
4 th Avenue – Waterfront Drive to 5 th Street	\$445,890	\$400,000	\$45,890	11.5%
4 th Avenue – 5 th to 4 th Street	\$380,940	\$398,500	(\$17,560)	(4.4%)
4th Avenue – 4th to 3rd Street	\$493,140	\$444,000	\$49,140	11.1%
5th Avenue – Waterfront Drive to 5th Street	\$1,075,690	\$967,000	\$108,690	11.2%
5 th Avenue – 4 th Street	\$73,370	Not in CIP	\$73,370	N/A
6 th Avenue – 7 th Street to Waterfront Drive	\$1,328,780	\$1,112,000	\$216,780	19.5%
6th Avenue – Waterfront Drive to 5th Street	\$1,330,970	\$1,131,500	\$199,470	17.6%
6th Avenue – 5th to 4th Street	\$1,043,980	\$1,184,500	(\$140,520)	(11.9%)
Subtotal – Base Project	\$6,587,660	\$6,992,500	(\$404,840)	(5.8%)
Optional Improvements				
Widen 6 th Avenue - 7 th to 4 th Street	\$61,836			
Extend Watermain on 4th Street 1	\$197,310			
Optional Sidewalk on 4th Street 2	\$0			
Subtotal – Optional Improvements	\$259,146			
Totals Project – with Optional Impts.	\$6,846,806	\$6,992,500	(\$145,694)	(2.1%)

Notes:

¹⁻This improvement is <u>not</u> recommended to be included in the 2023-2024 Street Improvement Project.

 $^{2-\}mathit{This}$ improvement would be anticipated to be funded 100% by Lake County.

³⁻ Without the optional 4^{th} Street watermain, the total project Report estimate is 4.9% lower than the CIP.

Appendix B-1 Summary of Preliminary Cost Estimate

APPENDIX B=1
SUMMARY OF PRELIMINARY COST ESTIMATE
2023-2024 STREET IMPROVEMENT PROJECT
City of Two Harbors, MN

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		TOTAL					COST BY PART	E	-			
SEGMENT	ESTIM	ESTIMATED COSTS	STREET	S	SIDEWALK	STORM SEWER	SANITARY SEWER		SANITARY SERVICES	WATER SYSTEM	WATER SERVICES	VICES
Second on the second												
CLIC OF TWO THANKS OF THE AVENUED OF THE AVENUED OF THE PROPERTY.	\$	161.490 5		\$ -	1	,	\$	\$ -	•	\$ 145,700	\$ 0	15,790
STREET (41A AVENUE - STA AVENUE) - CITTIMINOVEMENTS	· •	104.550	10	\$,		\$	٠ •	•	\$ 89,030	\$ 0	15,520
THE STREET (STE AVENUE - STE AVENUE) CITY IMPROVEMENTS		148,860	10	\$	-	1	¢\$	ۍ -	•	\$ 134,770	\$	14,090
STINDINGE (OF AVENUE - / IN AVENUE) - CIT INTROCEMENTS		445,890		S	,		\$	85,620 \$	81,620	\$ 150,440	\$ 0	128,210
41FT AVENUE (WATERFRONT DRIVE - 31H STALL) - CIT THE TO CHARLETTE	v	380.940		\$			\$ 121	121,850 \$	61,630	\$ 133,430	\$	64,030
41H AVENUE (31H STREET - 41H STREET) - CITT IMPROVEMENTS	, 57	493.140			,		\$ 156	156,420 \$	81,620	\$ 150,420	\$	104,680
FILE AVENUE (4/IN SINCE) SAND SINCE() - CIT IN INCOLARISTS FILE AVENUE (MATERIED ONLY DRIVE - STH-STREET)	\$	1,075,690	\$ 458	458,800 \$	175,260		\$ 102	102,920 \$	79,720	\$ 155,280	\$	103,710
SIT AVENUE (WALENTONIC DINCE SITE)	\$	73,370	\$ 23	23,640 \$	2,750		٠	- \$	1	\$ 46,980	\$,
SITE AVENUE (4:11 SINGEL)	\$	1.328,780	\$ 557	557,490 \$	245,570	3 130,700	\$	99,040 \$	76,760	\$ 121,060	\$ 0	98,160
CTH AVENUE (ATH AVENUE - WALLEN INDIA)	S	1,330,970	\$ 609	609,460 \$	43,090	\$ 153,500	\$ 230	230,250 \$	91,510	\$ 117,560	\$ 0	85,600
GIT AVENUE (FTD CTORET ATD CTORET)	\$	1.043.980	\$ 528	528,550 \$	38,800	\$ 49,250	\$	139,280 \$	75,750	\$ 120,070	\$	92,280
OID AVENUE (5) IN STREET " THIS STREET!	v	6 587 660	\$ 2177	2 177 940 5	505.470	\$ 333,450	\$ 935	\$ 085,380	548;610	\$ 1,364,740	\$	722,070
SUBTOTAL - CITY OF I WO HAKBORS	>	000110010) () () () () () () () () () (21.21								
PANAL COUNTY (APRIL AVEC AVEC TOTAL AVEC COLINIVATADO VENACADA ENTRE APRIL AVEC TOTAL AV	\$	2.628.075	\$ 2.235	2.235.928 \$	-	\$ 392,148	Ş	ۍ -		\$	\$,
SIGNATURE OF THE ACT O		1 246 588	1 246	1 246 588 \$			\$	- \$,	•	\$,
41H AVENUE (WATERFRONT DRIVE - 41H STREET) - COUNTY INTROVENIENTS	, ~	661.852	\$ 661	661.852 \$			\$	\$	•	\$	\$	
SIDETATAL LIAVE COINITY	S	4,536,516	\$ 4,144	4,144,368 \$		\$ 392,148	\$	\$	3	\$	\$	
SOBIOIAL - LANE COOK!												
BASE IMPROVEMENTS TOTALS	s	11,124,176	\$ 6,322,308	\$ 806'	505,470	\$ 725,598	326 \$	\$ 085,380	548,610	\$ 1,364,740	"	722,070
OPTIONAL IMPROVEMENTS												
	L	NET					COST BY PART	RT				
	ADDI	ADDITIONAL COSTS	STREET	8	SIDEWALK	STORM SEWER	SANITARY SEWER		SANITARY SERVICES	WATER MAIN	WATER SERVICES	RVICES
WINEN STU AVENUE (7714 STREET, 2714 STREET) FROM 24' F-F TO 28' F-F	ş	61,836	\$ 53	53,220 \$		- \$	Ş	٠	•	\$	S	8,616
EVERNO MATERIALISMES (STREET (STR AVENITE TO NORTH ALLEY)	ş	197,310	\$	٠,	1	\$	\$	\$	1	\$ 188,690	\$ 00	8,620
4TH STREET (6TH AVENUE TO NORTH ALLEY) OPTIONAL SIDEWALK ON WESTSIDE OF STREET	\$	8,990	\$	s L	066'8	\$	\$	\$	•	\$	\$,
	,	250 136	2 23	53 220 \$	099.8		\$. \$		\$ 188,690	\$ 00	17,236
OPTIONAL IMPROVEMENTS TOTALS	•	007/007	`))		•		•				
PROJECT TOTAL WITH OPTIONAL IMPROVEMENTS	\$	11,392,311	\$ 6,375	6,375,528 \$	514,460	\$ 725,598	s	\$ 088'586	548,610	\$ 1,553,430	\$	739,306

APPENDIX B-1A COMPARISON OF REPORT TO CIP 2023-2024 STREET IMPROVEMENT PROJECT City of Two Harbors, MN

		TOTAL				COST BY PART		The second secon	
SEGMENT		ESTIMATED COSTS	STREET	SIDEWALK	STORM SEWER	SANITARY SEWER	SANITARY SERVICES	WATERS	WATER SERVICES
	REPORT	\$ 161.490	\$	- \$	\$	٠	_		\$ 15,790
STH STREET (4TH AVENUE - 5TH	O I	\$ 383,333	-		\$	\$ 133,333	- \$		\$
AVENUE) - CITY IMPROVEMENTS	DIFFERENCE			- \$	- \$	\$ (133,333)	- \$	\$ (104,300)	\$ 15,790
	RFPORT		-	- -	· \$	÷	\$		\$ 15,520
5TH STREET (5TH AVENUE - 6TH	ريه ا			- \$	\$	\$ 133,333	· \$	\$ 250,000	٠,
AVENUE) - CITY IMPROVEMENTS	DIFFERENCE			. \$	÷	\$ (133,333)	- \$		\$ 15,520
	RFPORT		٠	- \$	- \$	\$	- \$	\$ 134,770	\$ 14,090
STH STREET (6TH AVENUE - 7TH	٥٥			- \$	\$ 205,000	\$ 133,333	-		\$
AVENUE) - CITY IMPROVEMENTS	DIFFERENCE		. \$	\$	\$ (205,000)	(133,333)	\$ ()	\$
4TH AVENUE (WATERFRONT	REPORT		\$	\$	\$		\$ 81,620	\$	\$ 128,210
DRIVE - 5TH STREET) - CITY	CIP		\$	\$	\$	\$ 200,000	\$	\$	\$
IMPROVEMENTS	DIFFERENCE		\$	\$	- \$		\$ 81,620	\$	\$
	REPORT	(1)	\$	- \$	- \$	\$ 121,850	\$ 61,630	ş	\$ 64,030
4TH AVENUE (5TH STREET - 4TH	GB			, \$			- \$	\$ 202,000	\$
STREET) - CITY IMPROVEMENTS	DIFFERENCE		\$	\$	· •) \$ 61,630	\$ (68,570)	\$
	REPORT		- 5	- \$	\$	\$ 156,420	\$ 81,620	\$	\$ 104,680
4TH AVENUE (4TH STREET - 3RD	CIP CIP		\$	- \$	\$		\$	\$	\$
STREET) - CITY IMPROVEMENTS	DIFFERENCE		- \$	\$	\$) \$ 81,620	\$ (74,580)	\$ 104,680
	REPORT	1.0	\$ 458.800	0 \$ 175.260	┢	\$ 102,920	19,720	\$	\$ 103,710
STH AVENUE (WATERFRONT	CIP		· <	\$	\$		\$	\$ 195,000	- -
DRIVE - 5TH STREET)	DIFFERENCE		\$	0) \$ 175,260	(32,000)	\$) \$ 79,720	(39,720)	\$ 103,710
	REDORT			\$	\$		٠ ج	\$ 46,980	- \$
STH AVENUE (4TH STREET)	- E		\$	\$	┼	\$	\$		_
	DIFFERENCE	\$ 73,370	\$ 23,640	0 \$ 2,750		- \$	- ÷	\$ 46,980	Ş
	REPORT	\$ 1.328.780	\$ 557,490	0 \$ 245,570	\$ 130,700	\$ 99,040	\$ 76,760	\$	\$ 98,160
6TH AVENUE (7TH AVENUE -	d _D		\$	\$	\$	\$ 210,000	\$	\$	\$
WATERFRONT DRIVE)	DIFFERENCE	\$ 216,780	(62,510)	.0) \$ 245,570	\$ 53,700	\$	\$	ક	\$
	REPORT	1,	Ş	30 \$ 43,090	\$	\$ 230,250	91,510	\$	\$ 85,600
61H AVENUE (WAJERFRUNI	CIP	1,131,500	\$	\$	\$ 99,000	\$	ş	\$	v.
DRIVE - 5TH STREET)	DIFFERENCE	\$ 199,470	\$ 126,960	50 \$ 43,090	\$	(124,750)	\$	\$	\$
	REPORT	7	Ş	38,800	\$ 49,250	139,280		ş	\$ 92,280
6TH AVENUE (STH STREET - 4TH	CIP		\$ 517,500	- \$ 00	000'29 \$	\$	Ş	\$	S
STREET)	DIFFERENCE	\$ (140,520)	\$	38,800	(17,750)	(260,720)) \$ 75,750	(79,930)	92,280

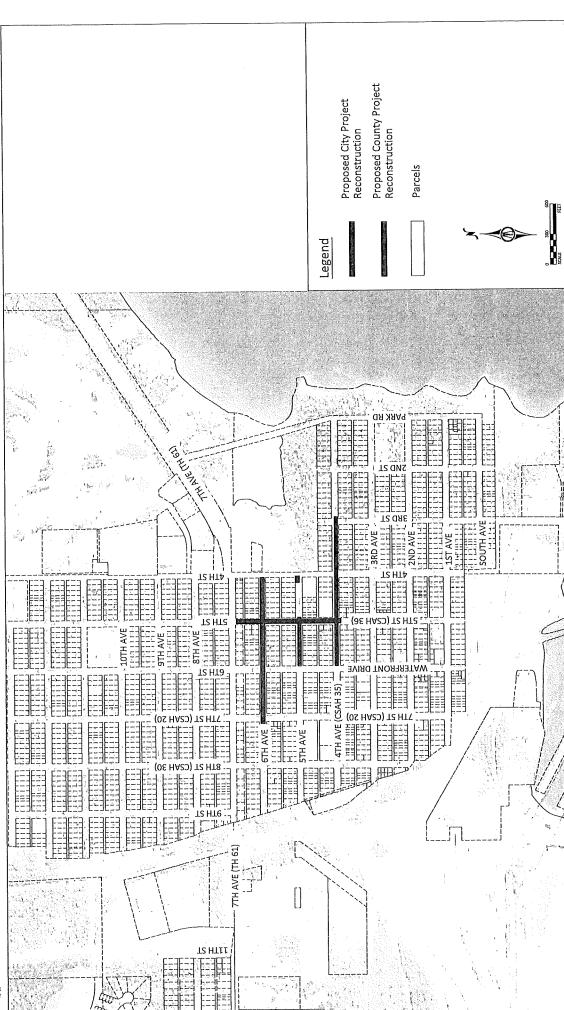
Appendix B-1A Comparison of Report to CIP

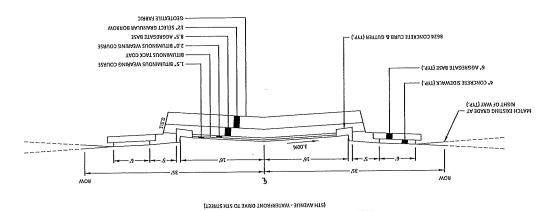
Appendix B-1A Comparison of Report to CIP

APPENDIX B-1/A COMPARISON OF REPORT TO CIP 2023-2024 STREET IMPROVEMENT PROJECT City of Two Harbors, MN

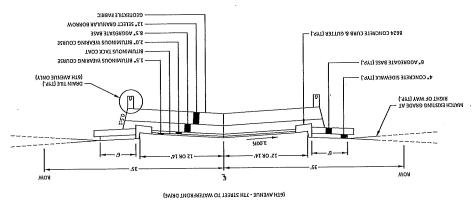
		TOTAI				The state of the s	COST BY PART			
SEGMENT		ESTIMATED COSTS		STREET	SIDEWALK	STORM SEWER	SANITARY SEWER	SANITARY SERVICES WATER SYSTEM WATER SERVICES	WATER SYSTEM	WATER SERVICES
	REPORT	\$ 6.587.660	Ş	2.177.940	5 505,470	\$ 333,450	\$ 935,380	\$ 548,610	\$ 3	\$ 722,070
SINT TOTALS	92	\$ 6 997 500	. 0	2,170,000	1	\$ 480,000	\$ 2,170,500	- \$	\$ 2,172,000	,
	DIEEEBENCE	(404.840)	\$ (0	7.940	\$ 505,470	\$ (146,550)	\$ (1,235,120)	\$ 548,610	(807,260)	\$ 722,070
	ומון ו דוודוומר	200000	, , , , , , , , , , , , , , , , , , ,							
	Taracant	20E 706	2	7 721 160	514 460	333 450	\$ 935.380	\$ 548.610	\$ 1,553,430	\$ 739,306
CITY PROJECT WITH	KEPOKI	20000	٠ د د	000,027,7	201/117	, ,	,		\$	\$
OF MIN COUNTY CONTROL	C P	D) 5 P) 382,500	٥	7,1,0,000		200,000		· · · · · ·	1022 220	700 000
OPTIONAL INPROVEMENTS	DIFFERENCE	\$ (136,704)	4) \$	61,160	\$ 514,460	\$ (146,550)	\$ (1,235,120)	\$ 548,610	(0/5,81d) \$	٨



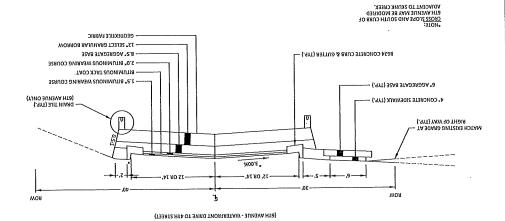




TYPICAL SECTION - 24' OR 28' FACE TO FACE



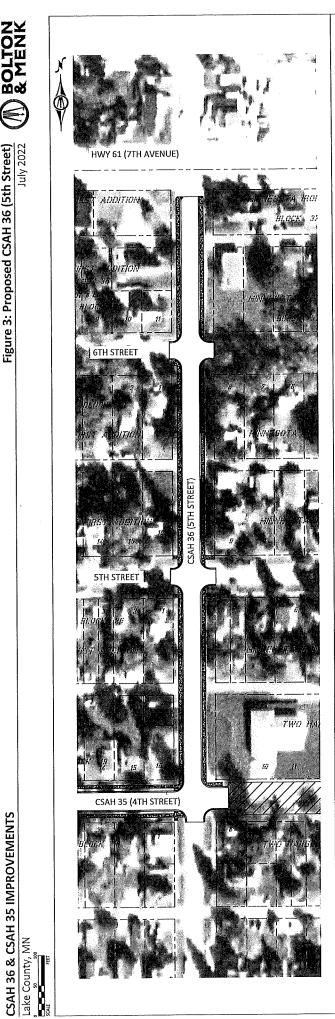
TYPICAL SECTION - 24' OR 28' FACE TO FACE

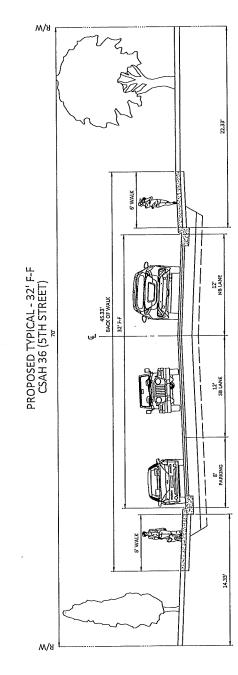








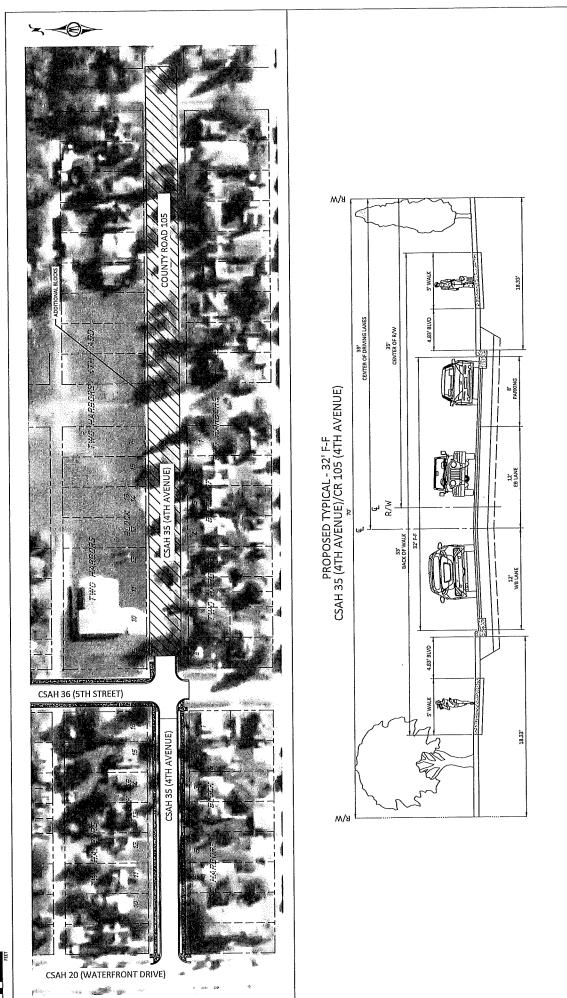




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CSAH 36 & CSAH 35 IMPROVEMENTS

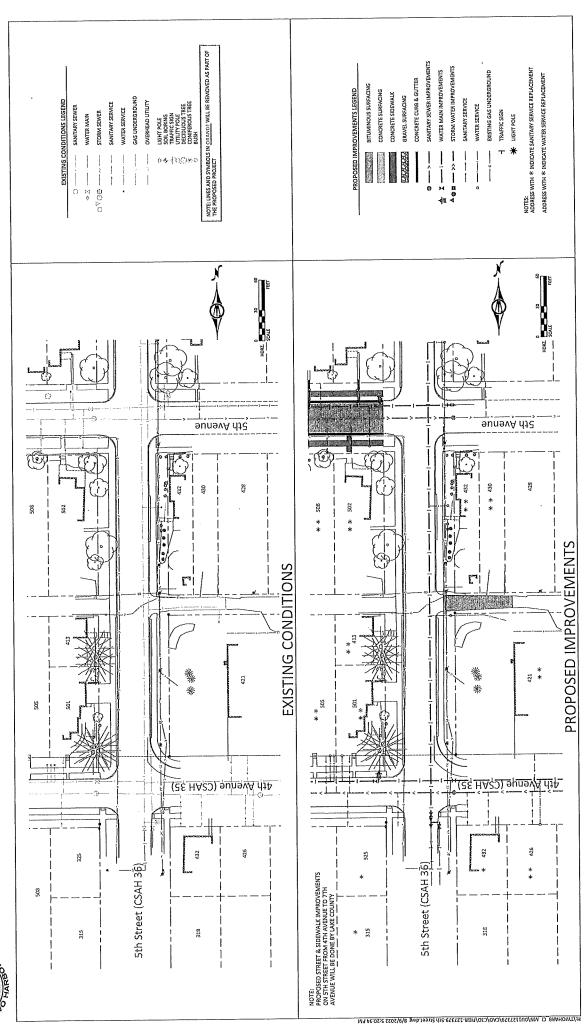
Lake County, MN

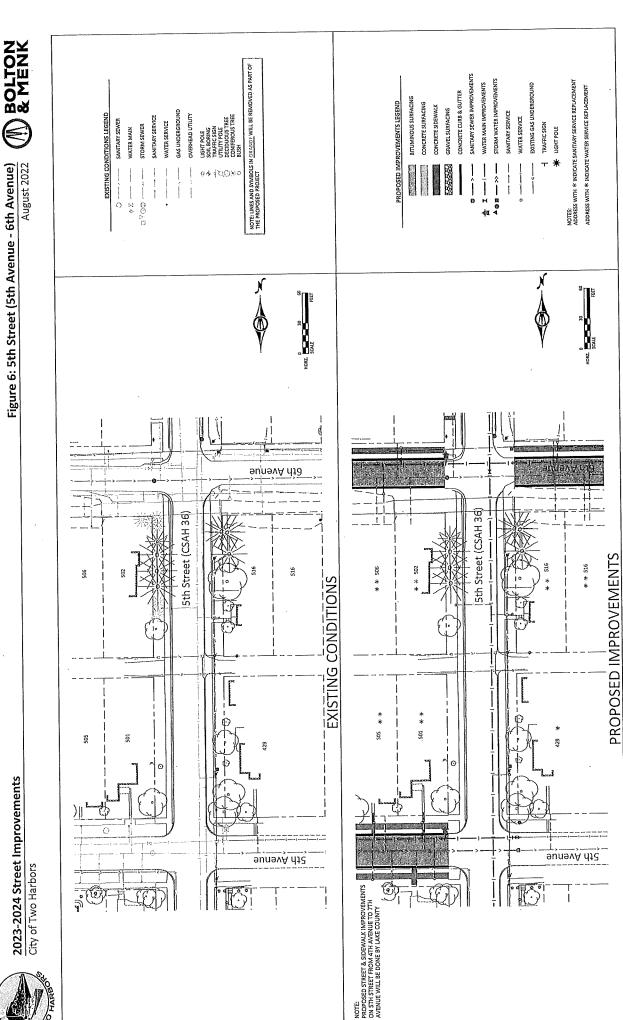


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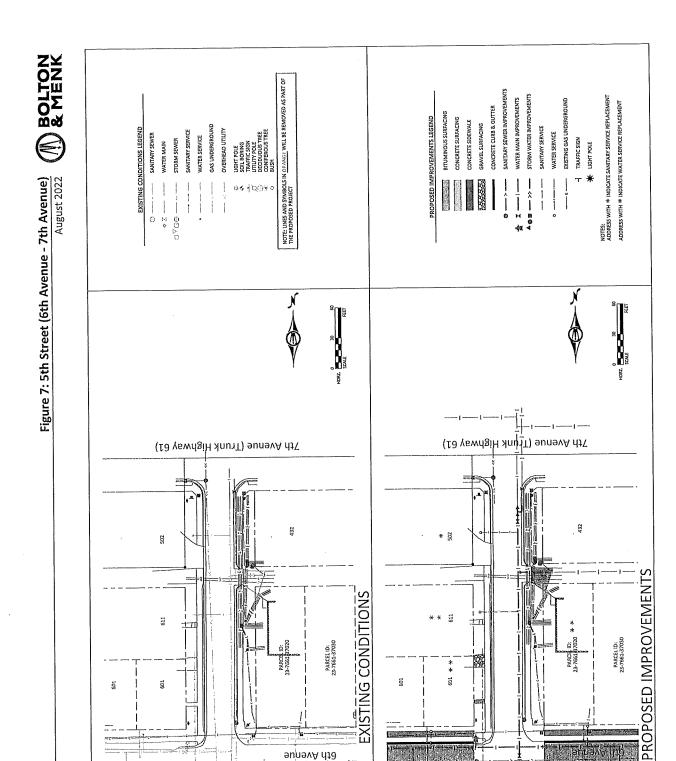




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206



eth Avenue

516

5th Street (CSAH 36)

5th Street (CSAH 36)

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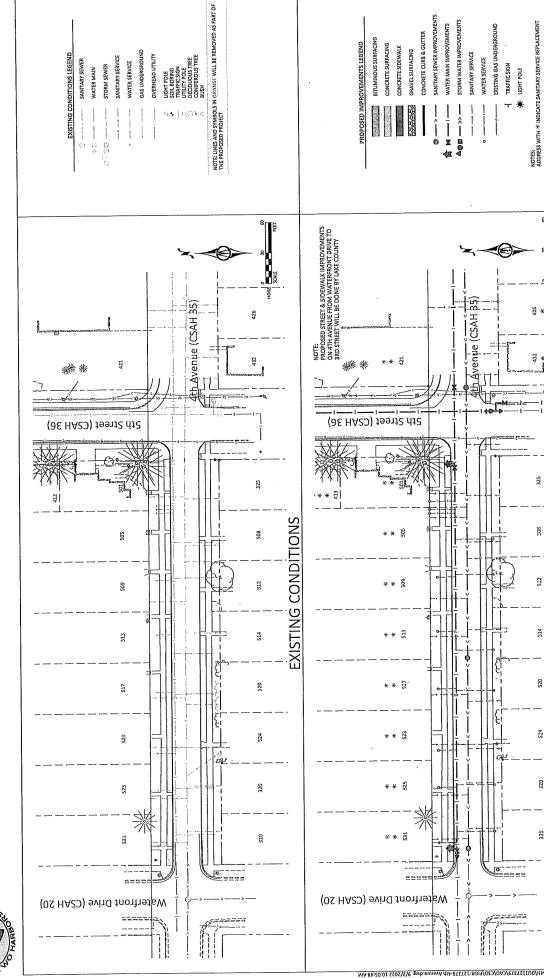
← ★ 502

* * 506

NOTE:
PROPOSED STREET & SIDEWALK IMPROVEMENTS
PROPOSED STH STREET FROM 4TH AVENUE TO 7TH
AVENUE WILL BE DONE BY LAKE COUNTY







NOTES; ADDRESS WITH * INDICATE SANITARY SERVICE REPLACEMENT

432

325

88

**

379

PROPOSED IMPROVEMENTS

ADDRESS WITH * INDICATE WATER SERVICE REPLACEMENT

EXISTING GAS UNDERGROUND

SANITARY SERVICE

4th Avenue (CSAH 35)

WATER SERVICE



2023-2024 Street Improvements City of Two Harbors

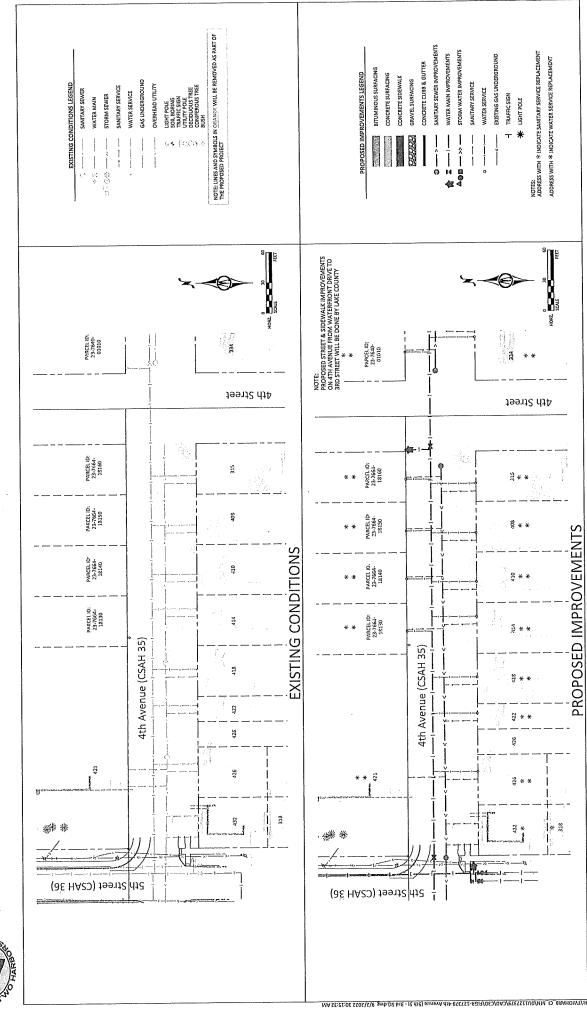
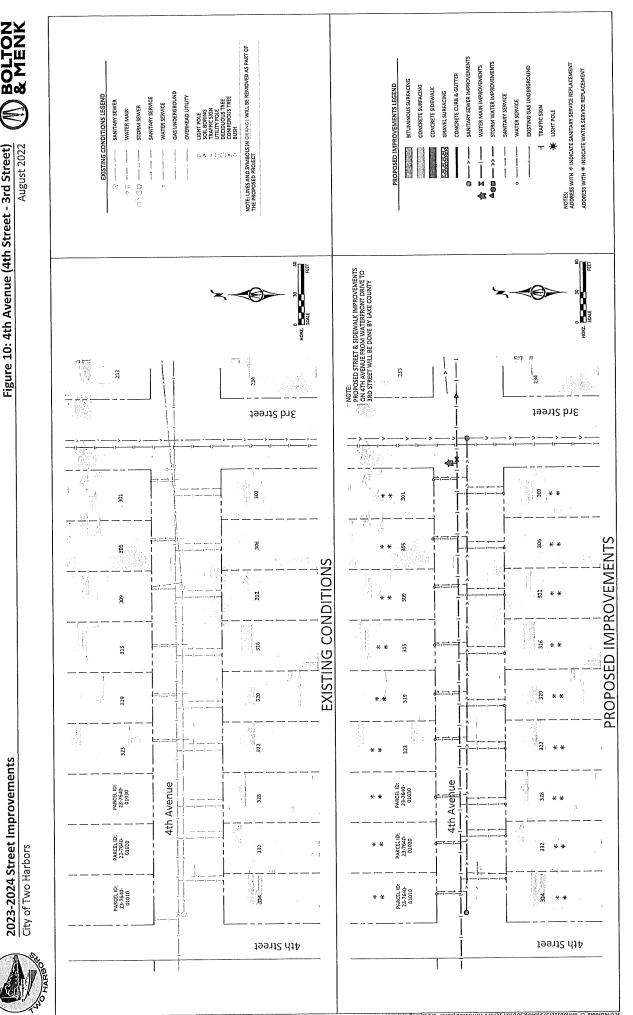
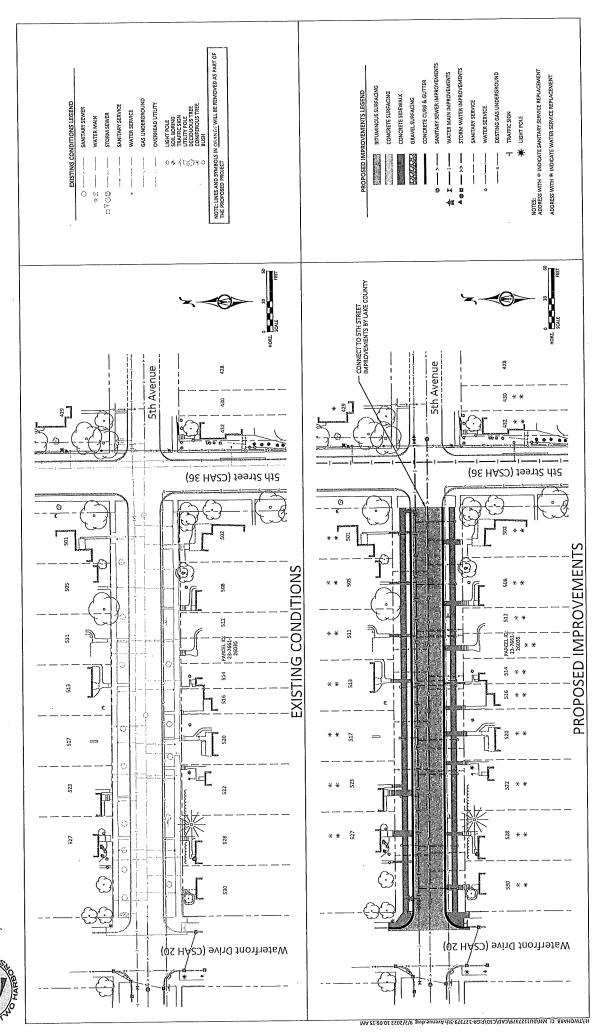
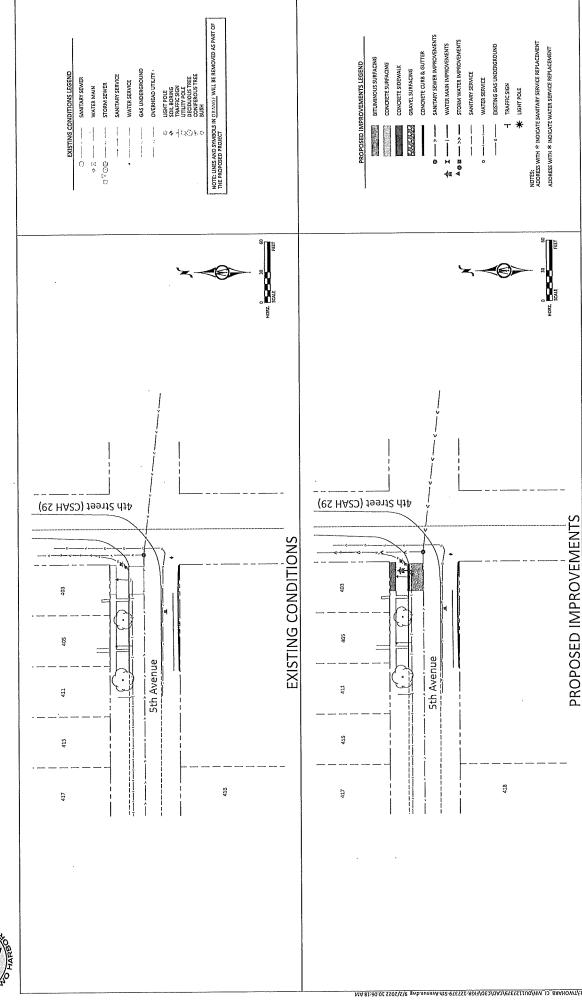


Figure 10: 4th Avenue (4th Street - 3rd Street)
August 2022



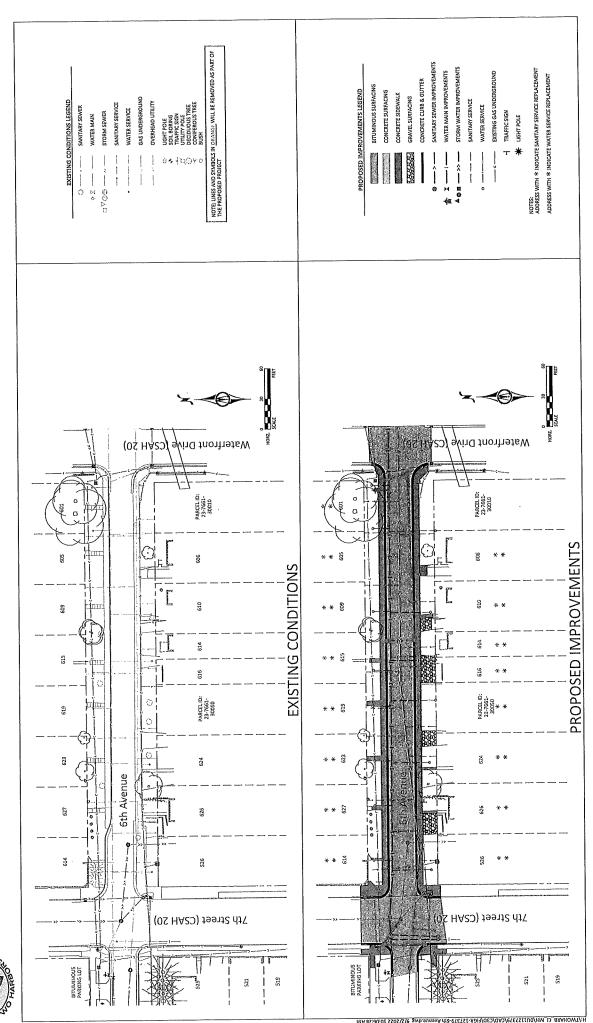
2023-2024 Street Improvements City of Two Harbors





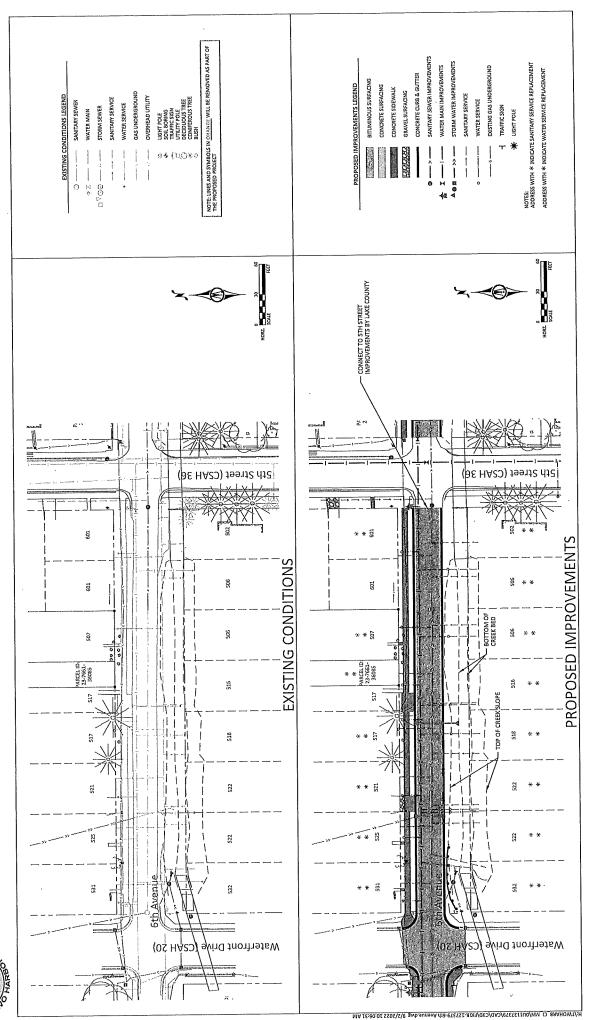












2023-2024 Street Improvements City of Two Harbors

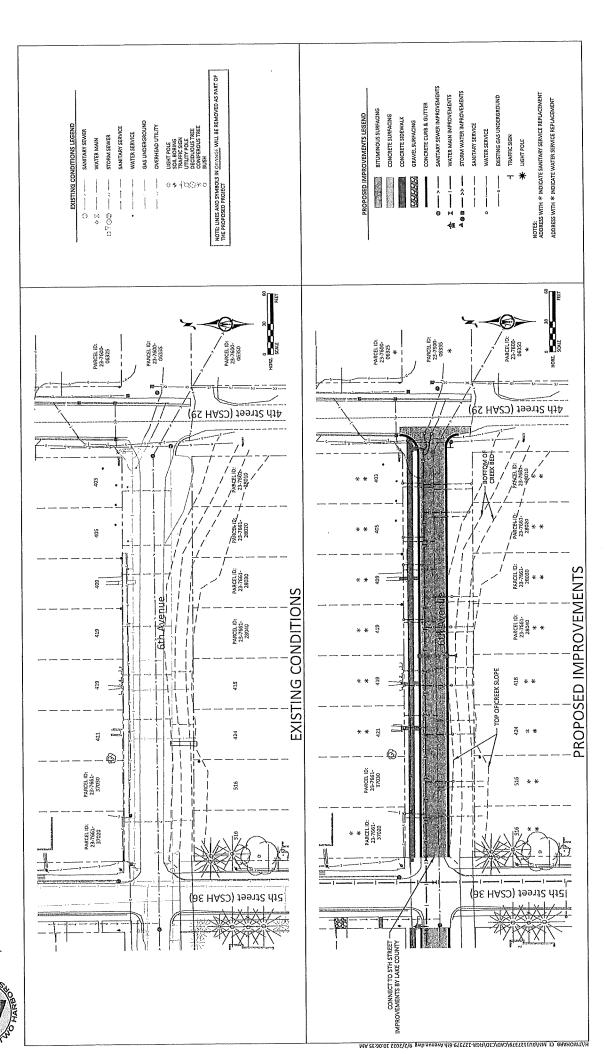
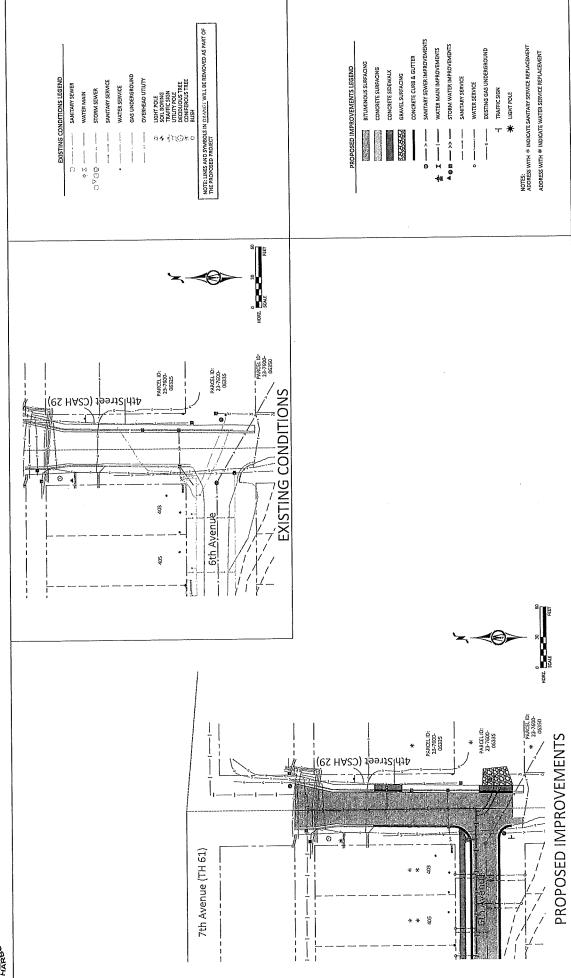


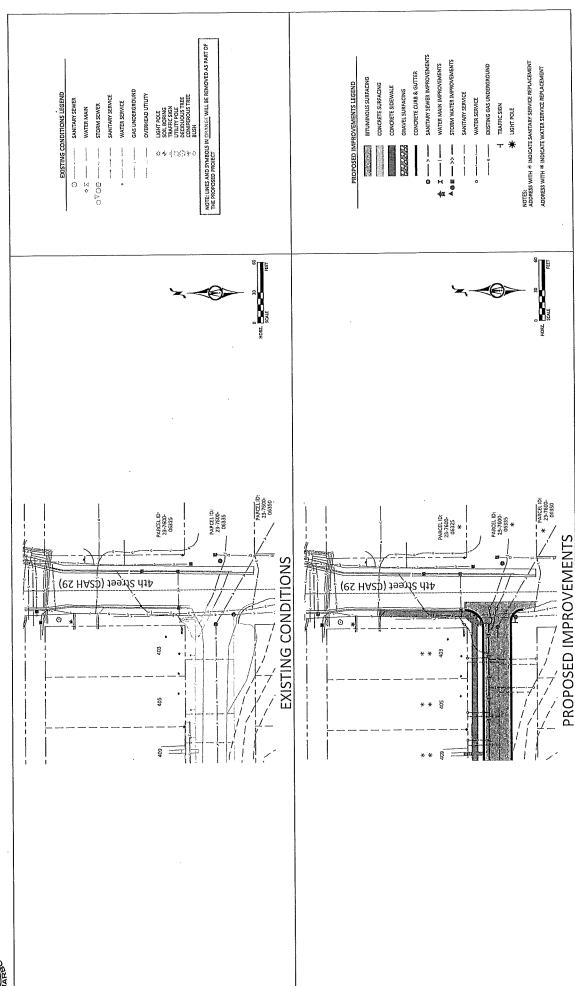
Figure 16: Optional 4th Street Watermain Looping August 2022

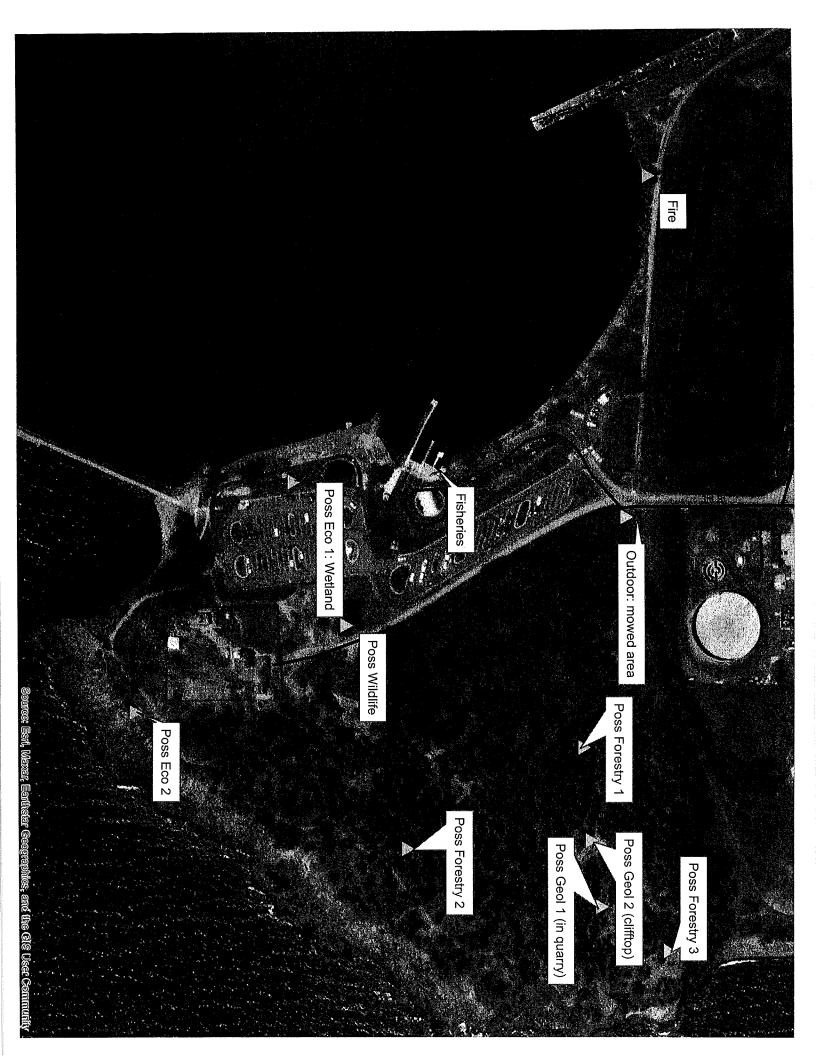




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Patty Nordean

From:

Joel Dhein

Sent:

Wednesday, September 7, 2022 8:57 AM

To:

Patty Nordean

Subject:

Fw: proposed 5th grade field day in Harbor area

Attachments:

HarborArea_stns.pdf

Patty:

Please respond to this request.

Thanks,

Joel

From: Updegraff, Karen (DNR) <karen.updegraff@state.mn.us>

Sent: Tuesday, September 6, 2022 8:09 AM To: Joel Dhein < jdhein@twoharborsmn.gov>

Subject: proposed 5th grade field day in Harbor area

Good morning Mr. Hein:

I am organizing the 3rd annual 5th grade field day for North Shore schools, which is a full-day event staffed largely by DNR personnel. It is scheduled for September 22nd, with a rain date of the 29th.

This year I would like to locate the event in the Harbor/Lighthouse area (see attached), with some of the stations to be located along the adjacent city trail system. I am seeking permission to set up some tables and temporary event signage along the trail. I expect about 70 5th-graders to attend.

Please let me know if you need paperwork or further information about this event.

Thanks!

Karen Updegraff Forester MN DNR Forestry, Area Office 1568 Hwy 2 Two Harbors, MN 55616 Ph. 218-834-1425



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:	
P. Nordean	Administration	8/19/22	
Agenda Item Subject:	Fiscal Impact:		
Declaring 2 nd Reading Ordinance		,	
Amending City Code Sec. 2.40,			
Boards, Commissions and			
Committees.			
BACKGROUND:			
The Public Affairs Committee has reviewed the existing code language pertaining to boards,			
commissions and committees and have recommended the attached language amendments.			
COUNCIL ACTION REQUESTED:			
Declare second reading of Ordinance			
RECOMMENDATION:			
Staff recommends declaring second r	eading of this proposed ordinance	e amendment.	
	· ·		
ATTACHMENTS:			

Agenda Item # Agenda Item

Meeting Date 9/22/22

SEC. 2.40. BOARDS, COMMISSIONS AND COMMITTEES.

Unless otherwise stated herein, all Boards and Commissions (hereinafter "Commissions") of the City of Two Harbors must meet the following requirements. Committees created by the city council or its president, and comprised solely of city council members, are not subject to the requirements of this section.

Subd. 1. Membership. The Commissions shall consist of seven (7) members, except as provided herein. Commission members shall be appointed with preference given to domiciled residents of the City of Two Harbors, followed by commercial business property owners in the City who are domiciled residents in the 55616 zip code. If no domiciled residents or commercial business property owners apply for vacant positions, domiciled residents in the 55616 zip code, as defined above, may be appointed. A majority of the members of every Commission must be domiciled residents of the City of Two Harbors.

"Domiciled residents" are defined as those having Lake County homestead tax status or who can provide other documentation of legal residence such as a driver's license, voter registration card or Minnesota identification card.

After posting and publication, the Clerk shall present all candidate applications to the City Council. The Council must review all candidate applications. Appointment of candidates nominated by a Council member must be by majority vote of the Council.

There will be only one City Councilor on each Commission. City Councilor Commission members have the right to vote and must be appointed by the President of the Council at the Council meeting held on the second Monday of January annually.

The Chairperson and Secretary of each Commission must be chosen from its membership annually to serve a one-year term. No Chairperson can be elected who has not completed one year as a member of the Commission.

Commission members, other than Council members, may be removed by a majority vote of the Council. The Council may remove any member, other than Council members, for good cause. For purposes of this section, "good cause" may include, but not be limited to, failure to regularly attend meetings, failure to be a homestead resident of the City, failure to be a commercial business property owner residing in the 55616 zip code, failure to reside in the 55616 zip code, or failure to abide by City policies, codes of conduct, ethical standards or failure to disclose conflicts of interest that exist or arise.

Subd. 2. Terms. Members of Commissions, except Council members, must be appointed in accordance with the terms of this Ordinance. Terms will expire at 11:59 p.m. on the second Monday of March of each year. All members are appointed for a three (3) year term.

When a member serves two (2) consecutive three (3) year terms, notice of the availability of the position held by such member must be posted and published in the local newspaper for two (2) consecutive weeks. If a suitable replacement candidate applies, the serving member cannot be re-appointed. If no suitable replacement candidate applies, the serving member may be re-appointed.

Any vacancy in a Commission, other than by a Council member, must be filled for the unexpired term by Council nomination and approval of a qualified candidate.

The term of an appointed City Councilor must continue until their successor is appointed by the Council President or their term as City Councilor expires.

All vacancies in Commission memberships must be posted on the City website for two (2) consecutive weeks prior to Council consideration to fill the vacancy.

Prior to taking office every member must take an oath affirming that they will faithfully discharge the duties of office and comply with all City policies, codes of conduct, ethical standards and disclose all conflicts of interest that exist or arise.



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:		
P. Nordean	Administration	9/8.22		
Agenda Item Subject:	Fiscal Impact:			
2023-2024 Street Improvement				
BACKGROUND:				
As a part of the 429 Process, the City	is required to receive a feasibility	report and conduct a		
hearing on any project that contains a	any work which could be assessed	to the property		
owner.	•	,		
COUNCIL ACTION REQUESTED:				
Receive the Feasibility Report and Call for Public Hearing on the 23-24 Street Improvement				
Project.				
RECOMMENDATION:				
Declare receipt of the report and call	for the hearing.			
ATTACHMENTS:				

RESOLUTION RECEIVING FEASIBILITY REPORT AND CALLING HEARING ON THE 2023-2024 STREET IMPROVEMENT PROJECT

reference to proposed improvements to 4th A from 5th Street to 6 th Street; 6th Avenue from	been prepared by Bolton & Menk, Inc. with venue from 3rd Street to 6 th Street; 5th Avenue 4th Street to 7 th Street; and 5th Street from 4th s, Minnesota ("2023-2024 Street Improvement uncil on, 2020, and
Improvement Project is necessary, cost-effective proposed or in connection with some other improvement.	mation regarding whether the 2023-2024 Street e, and feasible; whether it should best be made as rovement; the estimated cost of the improvement odology used to calculate individual assessments
WHEREAS, the City Council believes Harbors to continue to proceed with the 2023-20	that it is in the best interests of the City of Two 024 Street Improvement Project.
NOW, THEREFORE, BE IT RESOLV Harbors, Minnesota as follows:	VED, by the City Council of the City of Two
accordance with the Report and the assessment	the 2023-2024 Street Improvement Project in of all parcels of property benefitted by the 2023-a portion of the cost of the 2023-2024 Street tutes, Chapter 429.
Project on September 26, 2022, in the City Hall	on the proposed 2023-2024 Street Improvement of the City of Two Harbors at 6:00 p.m. and the such hearing and 2023-2024 Street Improvement
ADOPTED, this day of	A.D., 2022.
	President, City Council
ATTEST:	·
Administrator	
APPROVED, by the Mayor of the City of Two l	Harbors this day of, 2022.
	Mayor