

CITY OF TWO HARBORS
COMMITTEE OF THE WHOLE/AGENDA MEETING

January 9, 2023

5:00 p.m.	Administration of Oath of Office:	Mike Kasell Uriah Hefter Ben Redden
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Call to order.

Appearances:

Administrator updates.

Attorney updates.

City Clerk/HR updates.

Finance Director updates.

City Engineer updates.

Other agenda questions or additions.

TWO HARBORS CITY COUNCIL

AGENDA

January 9, 2023

6:00 P.M. Call to order by City Administrator.

Roll call:

Pledge of Allegiance:

[M] Consider electing the City Council President for the next year.

The meeting is turned over to the newly appointed City Council President.

[M] Consider electing the City Council Vice President for the next year.

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:

1. Jay Cole, re: Machine Learning Training Center
2. Brandon Graden, Write-in Campaign for Mayor and Concerns with financial expenditures.

Administrative Reports:

Committee Reports:

Trees & Trails Commission

Recreation Board

Public Arts & Beautification Commission

Planning Commission

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 December 12, 2022 Regular City Council meeting.
2. Allowing claims against the City of Two Harbors to be paid on January 10, 2023.

3. Approving payroll for the second half of December, 2022.
4. Appointing the Lake County Attorney's Office to provide legal services for criminal matters for the City.
5. Conforming to the dictates of the Two Harbors Home Charter and Amendments thereto.
6. Affirming the Code of Conduct and Ethics for the City of Two Harbors for 2023.
7. Appointing Jim Rich to provide Building Official Consulting Services for the City.
8. Appointing Costley & Morris, P.C. to provide legal services for civil matters for the City.
9. Designating the _____ as the City's Official Newspaper for the 2023.
10. Adopting Robert's Revised Rules of Order as authority for meetings of the City Council.
11. Designating depositories for City funds in 2023.
12. Authorizing the signing of the Notification to Broker and Certification by Broker form for investments with UBS.
13. Approving the Certificate of deposit Account Registry Service (CDARS) Deposit Placement Agreement and authorizing the Mayor and City Clerk to execute and deliver said agreement on behalf of the City.
14. Authorizing payment to Bolton & Menk in the amount of \$1,806.50 for engineering services from October 1 – 28, 2022, for the MnDOT reconstruction Project.
15. Authorizing payment to Bolton & Menk in the amount of \$25,698 for the 2023 – 2024 Street Improvement Project.
16. Authorizing payment to Bolton & Menk in the amount of \$7,594 for professional engineering services for the 2021 – 2022 Street Improvement Project.
17. Authorizing payment to Bolton & Menk in the amount of \$1,012.50 for general engineering services from October 1 – 31, 2022.
18. Authorizing payment to Bolton & Menk in the amount of \$8,767.50 for professional engineering services for the municipal liquor store project.
19. Authorizing payment to Bolton & Menk in the amount of \$8,367.50 for engineering services for the Odegard Trail Project.
20. Authorizing payment to Lakehead Constructors in the amount of \$1,019,728.42 for Pay Application No. 14 for the Wastewater Treatment Plant Improvement Project.
21. Authorizing payment to WSB in the amount of \$870 for materials testing services for the Wastewater Treatment Plant Improvement Project.

22. Authorizing the grant initiation packet for the 2023 Beacon Replacement Project at the Airport.
23. Authorizing the Library Director to make application to and accept funds from the Duluth Superior Area Community Foundation for a Rudberg Scholarship in the amount of \$2,000 to increase the size of the Library's Wonderbook collection.
24. Authorizing the Library Director to make application to and accept funds from the Minnesota Department of Education for Research Institute for a Public Libraries Scholarship for travel expenses and registration reimbursement for attendance at the Research Institute for A Public Libraries in Madison, Wisconsin.
25. Authorizing renewal of the City's annual member ship in the Range Association of Municipalities in Schools for an amount of \$700.
26. Referring the requests from the Heritage Days Committee to the Finance Committee and appropriate departments for review and recommendation.
27. Approving the request of the Moose Lodge to be open on the following Sundays in 2023 in accordance with their On-Sale Club License: January 8, 15 and 22, February 12.
28. Approving the request of the Gas, Water & Sewer Superintendent to allow he and David Klinker to attend the 10,000 Lakes Corrosion Control seminar in Minneapolis.
29. Appointing election judges for the special primary and special elections to be held on February 14 and April 11, 2023.
30. Referring to the Personnel Committee, a letter from Lori Carlson, requesting that the Council allow her to carry over unused vacation from 2022 into 2023.

Communications:

1. A letter from the Lake County Sex Trafficking Task Force inviting the Council to attend their Candlelight Vigil to be held on January 9 from 4:30 until 5:30 PM at the Lake County Law Enforcement Center.
2. A Notice of Decision from Melissa McIntyre, Lake County Environmental Services Specialist on Variance Hearing regarding a variance request from Mr. & Mrs. J. Juenemann, 1448 Press Camp Road.
3. A memorandum from Jennifer Selchow, Boltoon & Menk, providing a progress update on the Wastewater Treatment Plant Improvement Project.

Unfinished Business:

Other.

New Business:

1. [R] Authorizing expenses for the mayor and council to attend the League of Minnesota Cities' Elected Leaders Institute Foundational Program held in Mankato, Plymouth or Alexandria.

2. [M] Calling a special meeting for the purpose of a presentation by Paul Lamare on the Edna G. Tugboat for February 20, 2023.

3. [M] Determine what components of the Highway 61 Corridor Study are important to the City that fits within the funding that MNDOT has for the project.

- Option
1. Select components that the City desires to have completed in 2025/2026 time frame.
 2. Do not select any components, let MnDOT do it.
 3. Request that a project be postponed until adequate funding is available to complete all the components in the corridor study.

Other.

Adjourn:

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December 12, 2022

Regular meeting of the City Council of the City of Two Harbors, Minnesota, held on Monday, December 12, 2022, at 6:00 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
City Attorney, Costley.

Clerk Nordean requested the addition of New Business 10, A resolution extending the additional compensation for the Finance Director position until the start date for the new City Administrator; New Business 11, A resolution extending the additional compensation for the City Clerk position until the start date for the new City Administrator; adding the following language to Consent Agenda 8, "pending the approval of the Chief of Police"; Tabling New Business 6, Appointing for the position of Public Works Specials II and changing the effective start date for Consent Agenda #18, which is the effective date of the On-Sale and Sunday On-Sale Liquor License for Tipsy Mosquito to December 16, 2022.

Motion by Erickson and Glaser approving the agenda with the changes recommended by the clerk. Carried.

President Redden expressed appreciation to outgoing councilors Woodruff and Rennwald, reading a listing of Council offices and committees as well as City commissions and boards that they have served on during their time on the Council.

Vice President Glaser presented them with certificates of appreciation for their service and let them know that they will also be receiving plaques in the near future.

Motion by Erickson and Passe adjourning the regular meeting and calling to order a public hearing for the purpose of receiving public input regarding the proposed Capital Improvement Plan for 2023 - 2027. Carried.

Appearances:

Miranda Pietila, Finance Director, was present and provided an overview of the proposed Capital Improvement Plan including future projects and capital purchases which are proposed from 2023

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– 2027. She reminded the council that the document is used as a tool for planning and preparing budgets and that it can be changed.

There was no one present who wished to address the hearing regarding the proposed Capital Improvement Plan.

Clerk Nordean reported that there had been no communications received regarding the proposed Capital Improvement Plan.

Motion by Woodruff and Passe adjourning public hearing and reconvening regular City Council meeting. Carried.

Appearances:

President Redden read a list of employees being recognized for their years of service with the City:

5 Years:	Dave Dahlberg
10 Years:	Ken Anderson
	Greg Moe
	Aaron Heim
15 Years:	Joni Brandt
	James Cavallin
25 Years:	Brad Jones
30 Years:	Mitch Ekstrom
	Paul Johnson

Each employee will be presented with a certificate in appreciation of their years of service. Ken Anderson was present at the meeting and received his certificate of appreciation.

Planning Commission:

City Planner, Otsea, was present virtually, and addressed the Council reporting that at their last meeting, the Commission discussed vacant building strategies, they also discussed Highway 61, potential City Code amendments, definitions and short-term rentals.

Public Works Committee:

Councilor Passe reported that at their last meeting, the Public Works Committee discussed the Highway 61 Project, discussing which part should be done first, recommending section EA.

Public Safety Committee:

Councilor Woodruff reported that at their most recent meeting, the Safety Committee discussed the John A Johnson building, requesting that the building official be contacted to review and request that it be sealed up. They also discussed a proposed conditional offer of employment, and the committee recommended that that be authorized.

Motion by Woodruff and Rennwald that the following consent agenda items:

1. Approving minutes from the November 28, Regular and Special and December 5, 2022 City Council meetings.
2. **RESOLUTION NO. 12-348-22 ALLOWING CLAIMS AGAINST THE CITY OF TWO HARBORS, IN THE AMOUNT OF \$5,660,000.00.**
3. Approving payroll for the second half of November, 2022, in the amount of \$232,412.34.
4. **RESOLUTION NO. 12-349-22 AUTHORIZING PAYMENT TO LAKEHEAD CONSTRUCTORS FOR PAY APPLICATION #13 FOR THE WASTEWATER TREATMENT PLANT PROJECT FOR AN AMOUNT OF \$680,887.72.**
5. **RESOLUTION NO. 12-350-22 AUTHORIZING PAYMENT TO WSB IN THE AMOUNT OF \$3,935 FOR MATERIAL TESTING SERVICES FOR THE WASTEWATER TREATMENT PLANT PROJECT.**
6. **RESOLUTION NO. 12-351-22 ACCEPTING THE PROPOSAL OF ARDC TO PROVIDE PLANNING ASSISTANCE FOR 2023.**
7. **RESOLUTION NO. 12-352-22 DESIGNATING THE COMMUNITY CENTER, 417 SOUTH AVENUE AS THE CITY OF TWO HARBORS POLLING PLACE FOR 2023.**
8. **RESOLUTION NO. 12-353-22 APPROVING THE FOLLOWING CIGARETTE LICENSES FOR CALENDAR YEAR 2023: KWIK TRIP, INC.; HOLIDAY STATIONSTORES (EAST AND WEST); MINER'S INCORPORATED; KRIST OIL COMPANY AND TWO HARBORS MUNICIPAL LIQUOR STORE PENDING THE APPROVAL OF THE CHIEF OF POLICE.**
9. Accepting with regret, the notice of resignation from Mic Golden from her position on the Library Board and authorizing a letter of appreciation for her service.
10. **RESOLUTION NO. 12-354-22 DECLARING THIRD AND FINAL READING OF ORDINANCE NO. 131, SECOND SERIES, AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES FOR THE CITY OF TWO HARBORS.**
11. Authorizing publication of a summary of An Ordinance Enacting and Adopting a Supplement to the Code of Ordinances for the City of Two Harbors.
12. **RESOLUTION NO. 12-355-22 AUTHORIZING A REQUEST FOR PROPOSALS FOR AIRPORT ENGINEERING SERVICES.**
13. **RESOLUTION NO. 12-356-22 APPROVING THE CITY OF TWO HARBORS THIRD QUARTER FINANCIAL STATEMENTS.**

14. **RESOLUTION NO. 12-357-22 SUPPORTING AN ACTIVE TRANSPORTATION GRANT APPLICATION FOR THE ODEGARD PARK TRAIL PROJECT.**
15. **RESOLUTION NO. 12-358-22 ACCEPTING A PROPOSAL FROM BOLTON & MENK TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE LIQUOR STORE PROJECT.**
16. **RESOLUTION NO. 12-359-22 ACCEPTING A PROPOSAL FROM BOLTON & MENK FOR AN ADDITIONAL SCOPE TO INCLUDE SITE PLAN DESIGN SERVICES FOR THE WATER TREATMENT FACILITY.**
17. Designating certain library materials as discarded equipment and authorizing their disposal as appropriate.
18. **RESOLUTION NO. 12-360-22 AMENDING THE EFFECTIVE DATES OF THE ON-SALE AND SUNDAY ON-SALE LIQUOR LICENSE FOR THE TIPSY MOSQUITO TO BEGIN ON DECEMBER 16, 2022 RATHER THAN DECEMBER 31, 2022.**

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

Communications:

1. A Memorandum from Jennifer Selchow, Bolton & Menk providing an update on the Wastewater Treatment Facility Improvement Project.
2. A memorandum from Joe Rhein, Bolton & Menk, providing an update on current projects within the City.
3. A letter from the Confidential Employee Association advising of their desire to open their working agreement for the purpose of conducting contract negotiations.

New Business:

Motion by Glaser and Woodruff that **RESOLUTION NO. 12-361-22 ADOPTING THE CIP FOR 2023 – 2027 WITH AMENDMENTS TO THE NAME OF THE THIRD STREET PLAN AND ADDING THE STORMWATER MANAGEMENT PLAN FOR 2023** be adopted as read. Carried by a unanimous yea vote of all members present on roll call.

Motion by Woodruff and Rennwald approving the revised position description for the City Administrator. Carried.

Motion by Glaser and Woodruff approving recruitment materials for the City Administrator search. Carried.

Motion by Woodruff and Glaser approving the revised position description for the position of EDP Tech. Carried.

Motion by Woodruff and Erickson authorizing postings for the position of City Administrator and EDP Tech. Carried.

Motion by Glaser and Rennwald that **RESOLUTION NO. 12-362-22 AWARDING THE POSITION OF CEMETERY CARETAKER TO AARON HEIM EFFECTIVE DECEMBER 16, 2022** be adopted as read. Carried by a unanimous yeas vote of all members present on roll call.

Motion by Woodruff and Passe that **RESOLUTION NO. 12-363-22 AUTHORIZING A CONTINGENT OFFER OF EMPLOYMENT TO SEAN A. JONES FOR THE POSITION OF PATROL OFFICER IN THE POLICE DEPARTMENT** be adopted as read. Carried by a unanimous yeas vote of all members present on roll call.

Motion by Glaser and Woodruff that **RESOLUTION NO. 12-364-22 AUTHORIZING LAKE COUNTY HOUSING AND REDEVELOPMENT AUTHORITY TO CONTINUE LEVYING IN TWO HARBORS FOR THE 2023 FISCAL YEAR** be adopted as read. Carried by a unanimous yeas vote of all members present on roll call.

Motion by Erickson that **RESOLUTION NO. 12-365-22 EXTENDING THE ADDITIONAL COMPENSATION FOR THE FINANCE DIRECTOR POSITION UNTIL THE START DATE FOR THE NEW ADMINISTRATOR** be adopted as read. Carried by a unanimous yeas vote of all members present on roll call.

Motion by Glaser and Woodruff that **RESOLUTION NO. 12-366-22 EXTENDING THE ADDITIONAL COMPENSATION FOR THE CITY CLERK POSITION UNTIL THE START DATE FOR THE NEW ADMINISTRATOR** be adopted as read. Carried by a unanimous yeas vote of all members present on roll call.

Motion by Rennwald and Woodruff that the meeting adjourn. Carried.

Ben Redden, City Council President

Patricia D. Nordean, City Clerk.

TWO HARBORS CITY COUNCIL



AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: Appointing the Lake County Attorney's Office to provide legal services for criminal matters for the City.

ORIGINATING SOURCE/DEPARTMENT: Click here to enter text.

FUNDING SOURCE:

BACKGROUND: At the beginning of each year, the City designates who will provide legal services for the year.

ESTIMATED DATE OF COMPLETION:

COMMITTEE/COMMISSION RECOMMENDATION: Click here to enter text.

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION:

Agenda Item # CA.4 Meeting Date: 11/9/23

TWO HARBORS CITY COUNCIL



AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: Conforming to the dictates of the Two Harbors Home Charter and Amendments thereto.

ORIGINATING SOURCE/DEPARTMENT: Click here to enter text.

FUNDING SOURCE:

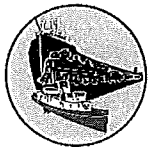
BACKGROUND: At the beginning of each year, the City Council confirms that they will conform to the charter for the year.

ESTIMATED DATE OF COMPLETION:

COMMITTEE/COMMISSION RECOMMENDATION: Click here to enter text.

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION:

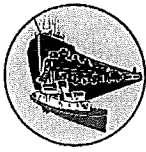
Agenda Item # CA.5 Meeting Date: 1/9/23



CITY OF TWO HARBORS CITY COUNCIL

AGENDA ITEM COVER SHEET

Originating Staff: P. Nordean	Department: Administration	Date: 1/6/23
Agenda Item Subject: Affirming Code of Conduct	Fiscal Impact:	
BACKGROUND: The City Code contains a section 2.61 whereby a Code of Conduct and Ethics to be adhered to by all elected officials, board or commission members and employees of the City. The purpose of this code is to establish standards for all such persons by setting forth actions which are incompatible with the best interests of the City or in conflict with law.		
COUNCIL ACTION REQUESTED: Affirm that the Council is aware of the Code of Conduct and Ethics and must abide by it.		
RECOMMENDATION: Affirm the Code of Conduct and Ethics.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 1/6/23
Agenda Item Subject: Appointing Jim Rich to provide Building Official Consulting Services.	Fiscal Impact:	
BACKGROUND: Jim Rich has provided building official consulting services for the City for several years. There exists an agreement for which Mr. Rich will provide said consulting services for the City. The administrative staff believes that appointing Jim Rich to provide building official consulting services would be in the best interest of the City.		
COUNCIL ACTION REQUESTED: Appointing Jim Rich to provide Building Official Consulting Services for the City.		
RECOMMENDATION: Appoint Mr. Rich to provide Building Official Consulting Services for the City.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

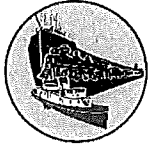
Originating Staff: P. Nordean	Department: Administration	Date: 1/6/23
Agenda Item Subject: Appointing Costley & Morris, P.C. to provide legal services for civil matters for the City.	Fiscal Impact:	
BACKGROUND: There exists a contract with Costley & Morris, P.C. to provide legal services for civil matters for the City. It is in the best interests of the City to have legal services for civil matters for the City.		
COUNCIL ACTION REQUESTED: Appoint Costley & Morris, P.C. to provide legal services for civil matters for the City.		
RECOMMENDATION: Appoint Costley & Morris, P.C. to provide legal services for civil matters for the city.		
ATTACHMENTS:		



CITY OF TWO HARBORS CITY COUNCIL

AGENDA ITEM COVER SHEET

Originating Staff: P. Nordean	Department: Administration	Date: 1/6/23
Agenda Item Subject: Designating Official Newspaper for the City for 2023	Fiscal Impact:	
BACKGROUND: There is a requirement that the City designate an official newspaper each year. It is in the best interest of the City to designate an official newspaper for the City.		
COUNCIL ACTION REQUESTED: Designate an official newspaper for the City for 2023.		
RECOMMENDATION: Staff is awaiting confirmation from a local newspaper regarding the length of time they have been in circulation. There is a requirement that the official newspaper be in circulation for a year before they can be designated as an official newspaper. Staff will provide additional information on Monday if it is available, or the Council may defer action on this matter.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 1/6/23
Agenda Item Subject: Adopting Robert's Revised Rules of Order as authority for meetings of the City Council.	Fiscal Impact:	
BACKGROUND: Robert's Revised Rules of Order is a common authority used for meetings. The City Council needs to adopt an authority for conducting their meetings.		
COUNCIL ACTION REQUESTED: Adopt Robert's Revised Rules of Order as authority for meetings of the City Council.		
RECOMMENDATION: Adopt Robert's Revised Rules of Order as authority for meetings of the City Council.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Finance	Date: 01/09/2023
Agenda Item Subject: Consider designating depositories for City Funds in 2023.	Fiscal Impact: NA	
BACKGROUND: From the request of the Finance Director, Miranda Pietila, the following institutions will be officially designated as depositories of all funds belonging to the City of Two Harbors for the next year. <ul style="list-style-type: none">• Park State Bank of Two Harbors, Minnesota• UBS• 4M Fund – Minnesota Municipal Money Market		
COUNCIL ACTION REQUESTED: Designate depositories for City Funds for 2023		
RECOMMENDATION: Designate depositories for City Funds for 2023		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Finance	Date: 01/09/2023
Agenda Item Subject: Consider authorizing the signing of the Notification to Broker and Certification by Broker form for investments with UBS.	Fiscal Impact: NA	
BACKGROUND: See attached instructions regarding the Broker Certification form.		
COUNCIL ACTION REQUESTED: Authorize signing the Notification to Broker and Certification by Broker form for investments with UBS.		
RECOMMENDATION: Authorize signing the Notification to Broker and Certification by Broker form for investments with UBS.		
ATTACHMENTS: Instructions, Notification to Broker and Certification by Broker form		

NOTIFICATION TO BROKER AND CERTIFICATION BY BROKER PURSUANT TO MINN. STAT. § 118A.04

I. Broker Information

1. Name of Firm: UBS Financial Services, Inc.
2. Address: (Local) 681 Lake St E, Wayzata, MN 55391
(National) _____
3. Telephone Number: Local (952) 249-4781 National _____
4. Primary Representative/Manager/Partner in charge:
Bob Harnett, Senior VP - Wealth Mgmt (952) 249-4781
Name and Title Telephone Number

II. Statement of Investment Restrictions:

To: UBS Financial Services, Inc. (name of broker)

The investments of _____ (name of government entity)
must comply with the requirements of Minn. Stat §§ 118A.04, 118A.05 and 118A.06.

(signed by official of local government)

(date)

III. Statement of Additional Investment Restrictions: (fill in if applicable)

Further be advised that _____ (name of government entity)
restricts its investments as provided:

- ☐ in the attached Investment Policy
☐ in the attached resolution(s) of the governing body.

_____ (name of government entity) will provide
to the broker copies of any changes to the Additional Investment Restrictions identified herein.

(signed by official of local government)

(date)

IV. Certification

We agree to conduct your investment transactions in accordance with Minn. Stat §§ 118A.04, 118A.05 and 118A.06 and the provisions of any Additional Restrictions set forth in Section III above.

(signed by authorized representative of broker)

(date)

Prior to completing an initial transaction with a broker, and annually thereafter, this form must be completed.
See instructions.

INSTRUCTIONS

In Minnesota, governmental entities must annually obtain from their brokers certain representations regarding future investments. Minnesota Statutes § 118A.04, subd. 9 requires government entities to provide each broker with information regarding the government entity's investment restrictions. Prior to conducting any business with or for the government entity, the broker must acknowledge these investment restrictions and agree to conduct investment transactions in accordance with them. The state auditor has promulgated this uniform notification form to assist government entities in complying with this law.

"Broker" as used in this form is a broker-dealer, broker, or agent of a government entity, who transfers, purchases, sells, or obtains securities for, or on behalf of, a government entity.

Send this form to each broker with whom you conduct business annually.
Follow these steps:

1. Fill in the information requested in Section I that is known to you.
2. Fill in Sections II and III (if applicable) and attach copies of your investment policy and any government board resolutions that restrict your investments.
3. Send the form to your broker with instructions to fill in any blanks, sign and return to you.
4. Keep a copy of the form in your files.

Note: *Should you change your investment policy or should your governing body adopt any resolutions affecting future investments, your broker should be notified of the change. To avoid confusion, your broker should receive written notification, and copies of such correspondence should be kept on file with this form.*



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Finance	Date: 01/09/2023
Agenda Item Subject: Consider authorizing the CDARS Deposit Placement Agreement with Park State Bank.	Fiscal Impact: NA	
BACKGROUND: CDARS stands for Certificate of Deposit Account Registry Service, It allows a business to invest in CD's held by many different FDIC insured banking institutions.		
COUNCIL ACTION REQUESTED: Authorize the CDARS Deposit Placement Agreement.		
RECOMMENDATION: Authorize the CDARS Deposit Placement Agreement.		
ATTACHMENTS: CDARS Deposit Placement Agreement		



CDARS Deposit Placement Agreement

You, the undersigned, enter into this CDARS Deposit Placement Agreement ("Agreement") with the following financial institution ("we" or "us"):

Park State Bank

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through CDARS®, the Certificate of Deposit Account Registry Service® of IntraFi Network LLC ("IntraFi").

1. Deposit Placement

1.1. CDARS

(a) **Schedule 1** describes times and contacts for the placement of deposits through CDARS. **Schedule 2** includes a description of the placement feature that we will use.

(b) Each participating institution in CDARS that is an insured depository institution ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000.

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a certificate of deposit that a Destination Institution issues for your funds through CDARS ("*CD*"), the amount of our outstanding placements for you at the Destination Institution through CDARS and through ICS®, the Insured Cash Service, will not exceed \$250,000.

(d) The Bank of New York Mellon ("*BNY Mellon*") provides services that support deposit placement through CDARS. BNY Mellon's services include acting as our issuing agent, settlement agent, and sub-custodian.

1.2. CDs

(a) Each CD, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

(b) You may not add to or amend a CD, and no secondary market for the CDs exists. Unless an exception applies, you will incur a substantial early withdrawal penalty if you withdraw funds from a CD

2. Your Relationship With Us

2.1. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through CDARS. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the CDs.

(b) Each CD will be recorded (i) on the records of a Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the CD to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the CDs and all your security entitlements and other related interests and assets with respect to the CDs, and we will treat you as entitled to exercise the rights that constitute the CDs.

(d) All interests that we hold for the CDs will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the CDs and any interest on those funds.

2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may not transfer the CDs to another custodian, but you may dismiss us as your custodian for a CD and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.



(c) If a CD has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the CD directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(d) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the CDs, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the CDs recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

3. Custodial Account and Interest Rate

3.1. Custodial Account

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the CDs ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through CDARS or through ICS. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

3.2. Interest Rate

(a) The interest rate for the CDs at the Destination Institutions at which we place your deposits will be the interest rate to which you and we have agreed for the CDs ("*Interest Rate*"), with daily compounding.

(b) Interest payment frequency may vary depending on the term of the CD. In all cases an interest payment will occur at maturity, and if the CD term is greater than 52 weeks, an interest payment will also occur at each year-end during the term. Contact us to learn the available interest rate frequencies for a particular CD term. We may give you the option to

choose disbursement of interest payments to you by one or more of check, transfer, or credit to principal.

(c) Payment of the full amount of all accrued interest on a CD at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. CDARS Placement Requests

(a) You may initiate the placement of your funds through CDARS by submitting to us a request for such placement ("*CDARS Placement Request*"). If we accept the CDARS Placement Request, we will submit to IntraFi a corresponding order for placement of funds through CDARS ("*CDARS Order*").

(b) IntraFi will designate a day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*") as a Business Day for which we may submit a CDARS Order ("*CDARS Order Date*").

(c) When you submit a CDARS Placement Request, we will inform you on request of (i) available CDARS Order Dates, (ii) the CD maturity and payment terms available on CDARS Order Dates, (iii) the penalties that will be imposed for early withdrawal, and (iv) any limits with respect to placing funds.

(d) You may obtain information about the terms and conditions of CDs available through CDARS on a CDARS Order Date at www.CDARS.com/products or a successor website address.

(e) For processing of a CDARS Placement Request on a CDARS Order Date, unless you and we have agreed in writing to other arrangements, you must (i) submit the CDARS Placement Request by the time for submitting such a request set forth in Schedule 1 ("*CDARS Placement Request Time*") and (ii) have on deposit in an account with us sufficient immediately available funds, which under applicable law are irreversible and are not subject to any lien, claim, or encumbrance, by the funding time set forth in Schedule 1 ("*CDARS Funding Time*"). You authorize us to place a hold on such funds until after the requested CD placement occurs.

4.2. Depositor Control

(a) You may obtain a list of Destination Institutions from a contact person identified in Schedule



1 or to whom we refer you if a person identified in Schedule 1 is not available ("*CDARS Allocation Contact*").

(b) You may exclude Destination Institutions from eligibility to receive your funds as set forth in Section 4.3, and you may reject Destination Institutions at which your funds are proposed to be placed as set forth in Section 4.4. You approve the placement of your funds at Destination Institutions that you do not exclude or reject. You may not direct us to place funds at a particular Destination Institution or specify the amount to be placed at a particular Destination Institution.

4.3. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through CDARS ("*Exclusions List*").

(b) We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.

(c) An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you.

(d) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify. If you add an exclusion in this manner, the new exclusion will be effective within one Business Day after the first Business Day on which we have received the notice from you.

4.4. Review and Approval of Proposed Placements

(a) After the deadline for submitting CDARS Orders for a CDARS Order Date, IntraFi will prepare a proposed allocation of your funds to Destination Institutions through CD ("*CDARS Proposed Allocation*").

(b) You may obtain the CDARS Proposed Allocation from us at or after the notification time set forth in Schedule 1 ("*CDARS Allocation Notification Time*") up to the response time set forth in Schedule 1 ("*CDARS Allocation Response Time*").

(c) To reject any one or more of the Destination Institutions identified in the CDARS Proposed Allocation, you must inform a CDARS Allocation Contact of the rejection by the CDARS Allocation Response Time. If you reject a Destination Institution by the CDARS Allocation Response Time, we will add the rejected Destination Institution to your Exclusions List.

(d) Subject to the other provisions of this Agreement, including those concerning limits on placements, your funds will be placed at Destination Institutions identified in a CDARS Proposed Allocation that you do not reject by the CDARS Allocation Response Time.

(e) If you reject one or more of the Destination Institutions by the CDARS Allocation Response Time, or if one or more of them becomes unavailable for placement for any reason, a result may be that only a portion of your funds, or none of your funds, will be placed at Destination Institutions. We will inform you of the amount of your funds that will not be placed, and you may request that we submit a CDARS Order for your unplaced funds on another CDARS Order Date. We do not guarantee that funds you submit for placement will be placed at Destination Institutions, in whole or in part.

4.5. Issuance; Confirmation and Statements

(a) On the date for settlement of CD placements for a CDARS Order Date ("*CDARS Settlement Date*"), which is ordinarily the first Business Day after the CDARS Order Date, each Destination Institution at which your funds are being placed will issue a CD through BNY Mellon acting as its issuing agent. The issued CDs will be uncertificated time deposits, evidenced by book entry as set forth in Section 2.1(b) and not by an instrument.

(b) You will receive from us a written confirmation of the issuance of the CDs and periodic account statements that will reflect your ownership of the funds. The confirmation of CD issuance and the periodic account statements will be the only evidence that you will receive of your ownership of the funds. You should retain the confirmation and the account statements.

5. Maturity, Resubmission, and Early Withdrawal

5.1. Maturity and Resubmission

(a) The CDs will mature on the maturity date shown on the confirmation of CD issuance. At maturity, the principal amount of each CD, plus any unpaid accrued interest, will be paid to you. The CDs will not automatically renew or roll over, and interest will not continue to accrue after the maturity date.

(b) If you wish to resubmit the proceeds of maturing CDs to be placed again through CDARS, you must contact us and submit, in advance of maturity, a request to resubmit funds for placement through CDARS ("*CDARS Resubmission Request*") or take



advantage of the preauthorized resubmission process described in Section 5.1(c).

(c) When you submit a CDARS Placement Request, you may enter into a written agreement with us that preauthorizes the resubmission at maturity of the proceeds of maturing CDs for placement through CDARS ("*CDARS Resubmission Agreement*").

5.2. Early Withdrawals

(a) You may withdraw a CD before maturity, subject to a substantial early withdrawal penalty. A penalty applies to any early withdrawal, except that a penalty will not be charged for early withdrawal on the death of an individual who is the sole owner or a joint owner of the funds or the sole current mandatory or discretionary income beneficiary of a trust, including the sole current beneficiary of a unitrust or annuity trust. Written verification acceptable to the Destination Institution that issued the CD may be required to invoke the exception.

(b) For a CD with a term of 4 or 13 weeks, the early withdrawal penalty is equal to 28 or 90 days, respectively, of simple interest calculated at the Interest Rate. The penalty for early withdrawal of such a CD is equivalent to substantially all the interest that would have been earned over the full term and will invade principal. For a CD with a term of 26 weeks or longer, the early withdrawal penalty is equal to simple interest calculated at the Interest Rate for approximately one-half the number of days in the full term. The penalty for early withdrawal of such a CD is equivalent to approximately one-half of the interest that would have been earned over the full term and may invade principal. The schedule of early withdrawal penalties may be viewed at www.CDARS.com/products or a successor website address.

(c) Pursuant to the Internal Revenue Code of 1986, as amended, the beneficiary of an Individual Retirement Account ("*IRA*") (but not a Roth IRA) may incur a tax penalty if the beneficiary does not begin making withdrawals from the IRA after age 72. A CD held in an IRA is not exempt from early withdrawal penalty merely because the beneficiary must withdraw the CD to avoid a tax penalty.

(d) Early withdrawal of a CD may be made only in whole, not in part. You may request early withdrawal by contacting us, at which time you may specify the one or more of the CDs for which you request early withdrawal. If you choose not to specify one or more of the CDs to withdraw, early withdrawals will be made using an

automated process that generates random selections based on amount.

(e) Early withdrawal proceeds ordinarily will be available to you within two Business Days after we receive your early withdrawal request. Early withdrawal proceeds will not be available, however, until they are paid to us by the Destination Institution that issued the CD being withdrawn. Neither we nor any other person or entity will be obligated to advance funds to you for early withdrawal of a CD.

6. Placement Feature

6.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of CDARS in which, when we place deposits, we receive matching deposits placed by other participating institutions in CDARS and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of CDARS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("*One-Way Feature*").

(c) Section 1 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

6.2. Placement Feature and Rate

(a) Interest on the CDs will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

6.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution



is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

7. FDIC Insurance Considerations

7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at www.fdic.gov or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the CDs will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to

us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment. The FDIC could also require you to provide additional documentation.

7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through CDARS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(i) If we are an FDIC-insured depository institution and the deposit is in a deposit account with us that is eligible for FDIC insurance coverage, it will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(ii) If we are a credit union the share accounts of which are insured by the National Credit Union Administration ("NCUA") and the deposit is in a share account with us that is eligible for NCUA insurance coverage, it will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of \$250,000.

(iii) If we are not an FDIC-insured depository institution or the deposit is not in a deposit account with us that is eligible for FDIC insurance coverage, it will not be FDIC-insured. If we are not an NCUA-insured credit union or the deposit is not in a deposit account with us that is eligible for NCUA insurance coverage, it will not be NCUA-insured.



(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through CDARS.

7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a CD at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a CD at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a CD under its original terms or offer you a choice between receiving early payment of the CD without penalty or maintaining the CD at a different rate. If you choose to

accept a new interest rate on the CD, you must terminate your custodial relationship with us with respect to the CD and have it titled on the records of the acquiring institution in your own name. Thereafter, you will have no relationship with us with respect to the CD and will receive any further payments on the CD directly from the acquiring institution.

8. Additional Considerations

8.1. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the CDs to other available CDs and other kinds of investments before choosing placement through CDARS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution; an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the CDs are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

8.2. Allocation Considerations

(a) The CDARS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in CDARS may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

8.3. Mutual Institution Rights

(a) Your funds may be placed in a CD at a Destination Institution that is in the mutual form of organization. Such a CD will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.



(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the CD recorded on the records of the mutual institution in your name pursuant to Section 2.2.

9. Other Provisions

9.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with CDARS ("*Service Provider*"), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with CDARS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds have been placed in CDs, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 9.1(a) or Section 9.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of CDARS depositors, as long as it does not individually identify you.

9.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, for interest paid on the CDs by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the CDs, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.

9.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through CDARS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a CD at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 9.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 9.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii)



DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

9.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through CDARS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 9.4(a) will not affect the validity of any resubmission agreements or addenda into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both

parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 9.4 will survive termination.

(d) Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.



By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this CDARS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: Park State Bank

Signature: _____

Name and title of authorized signatory:

Kiera Wilson

VP Business Banking/North Shore Lead

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Two Harbors

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

41-6005579

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)



Schedule 1 to CDARS Deposit Placement Agreement

Times and Contacts

This **Schedule 1** is part of the CDARS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

1. CDARS Placement Request Time

Except as we otherwise inform you, the CDARS Placement Request Time for a CDARS Order Date is as follows:

(insert time) ☐ AM. ☒ PM (check AM or PM) ☐ Eastern ☒ Central ☐ Mountain ☐ Pacific (check time zone)

Daylight Saving Time applies when nationally in effect unless checked here ☐

☐ on the CDARS Order Date ☒ on the Business Day before the CDARS Order Date ☐ on (other): (check one)

2. CDARS Funding Time

Except as we otherwise inform you, the CDARS Funding Time for a CDARS Order Date is as follows:

☒ the CDARS Placement Request Time ☐ other: (check one)

3. CDARS Allocation Contact s

Except as we otherwise inform you, CDARS Allocation Contacts are as follows:

Name/Title	Telephone Number
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

4. CDARS Allocation Notification Time and CDARS Allocation Response Time

Except as we otherwise inform you or as otherwise stated at www.CDARS.com/products or a successor website location, the CDARS Allocation Notification Time and the CDARS Allocation Response Time are as follows:

- (a) The CDARS Allocation Notification Time for a CDARS Order Date is 3:00 PM Eastern time on the CDARS Order Date.
- (b) The CDARS Allocation Response Time for a CDARS Order Date is 4:00 PM Eastern time on the CDARS Order Date.



Schedule 2 to CDARS Deposit Placement Agreement

Placement Feature and Exclusions

This **Schedule 2** is part of the CDARS Deposit Placement Agreement ("Agreement"). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

1. Placement Feature

- ☒ We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.
- ☐ We will use only the Reciprocal Feature in placing deposits for you.
- ☐ We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

2. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).

(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number

(Add lines if necessary.)

Signature of sole or primary Depositor

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*");

Park State Bank

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement ("*Deposit Accounts*") for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS, the IntraFi® Cash Service, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts ("*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements ("*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law ("*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: Park State Bank

Signature: _____

Name and title of authorized signatory:

Kiera Wilson

VP Business Banking/North Shore Lead

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Two Harbors

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

41-6005579

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Street Improvement Fund	Date: 01/09/2023
Agenda Item Subject: Consider approving invoice to Bolton & Menk for professional services for the MNDOT Reconstruction Project for \$1,861.50.	Fiscal Impact: Funds are budgeted for Street Improvement Project	
BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$1,861.50 from October 1 st to October 28 th for correspondence and meeting preparation for the MnDot reconstruction project. Total engineering contract was not to exceed \$50,000, remaining funds are \$8,016.50.		
COUNCIL ACTION REQUESTED: Approve invoice for \$1,861.50 to Bolton & Menk.		
RECOMMENDATION: Approve invoice for \$1,861.50 to Bolton & Menk.		
ATTACHMENTS: Invoice from 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

November 28, 2022
 Project No: 0U1.126067
 Invoice No: 0301832
 Client Account: TWOHARB_CI_MN

Two Harbors/TH 61 - MnDOT Reconstruction

This is a MnDOT Project Proposed for Construction on TH 61 through Two Harbors from Approximately Scenic Drive to Park Road.
 Construction Anticipated in 2025-2026

Professional Services from October 1, 2022 to October 28, 2022

Project Management and Meetings (001)

Project Management and Correspondence; Prepare for and Attend October 6th ADA Field Walk with MnDOT and County Staff;
 Coordination with City Staff and MnDOT for October 10th Presentation to City Council by MnDOT

Professional Services

	Hours	Amount	
Principal	3.00	579.00	
Project Engineer	9.50	1,282.50	
Totals	12.50	1,861.50	
Total Labor			1,861.50
Total this Task			\$1,861.50
Total this Invoice			\$1,861.50



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Street Improvement Fund	Date: 01/09/2023
Agenda Item Subject: Consider approving invoice to Bolton & Menk for professional services for the 2023 & 2024 Street Improvement Project for \$25,698.	Fiscal Impact: Funds are budgeted for Street Improvement Project	
BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$25,698 from October 1 st to October 28 th for preliminary design of the 2023 & 2024 Street Improvement Project. Total engineering contract for construction services in 2022 are \$180,800, remaining funds are \$454.50.		
COUNCIL ACTION REQUESTED: Approve invoice for \$25,698 to Bolton & Menk.		
RECOMMENDATION: Approve invoice for \$25,698 to Bolton & Menk.		
ATTACHMENTS: Invoice from Bolton & Menk		



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Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)

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

November 28, 2022
Project No: 0U1.127379
Invoice No: 0301820
Client Account: TWOHARB_CI_MN

Two Harbors/2023-2024 Street Improvement**Professional Services from October 1, 2022 to October 28, 2022**

Project Management (001)

Project Management, Coordination and Correspondence; Coordination for October 10th Public Hearing

Professional Services

	Hours	Amount	
Principal	3.00	579.00	
Totals	3.00	579.00	
Total Labor			579.00
Total this Task			\$579.00

Preliminary Survey (002)

Supplemental Topographic Survey for Data Collection in Project Area, Including Added Blocks of 4th Avenue from 5th Street to 3rd Street

Professional Services

	Hours	Amount	
Survey Technician	4.50	675.00	
Project Manager	1.00	160.00	
Graduate Surveyor	7.50	1,012.50	
Totals	13.00	1,847.50	
Total Labor			1,847.50
Total this Task			\$1,847.50

Preliminary Design - City (003)

Incorporate Data from Supplemental Survey; Update Preliminary Layouts; Prepare for Anticipated Initiation of Final Design; Coordination for Additional Geotechnical Investigation on 4th Avenue

Professional Services

	Hours	Amount	
Principal	6.00	1,158.00	
Design Engineer	11.00	1,452.00	
Project Engineer	18.50	2,667.50	
Totals	35.50	5,277.50	
Total Labor			5,277.50

Reimbursable Expenses

Testing			
11/16/2022	Braun Intertec Corporation	Geotechnical Investigation - 4th Avenue	1,615.00
Total Reimbursables			1,615.00

Project	0U1.127379	Two Harbors/2023-2024 Street Improvement	Invoice	0301820
Total this Task			\$6,892.50	

Feasibility Report (004)

Finalize Feasibility Report, Compile Report, Prepare Hard Copies and Electronic Copies and Transmit to City; Develop Presentation for Public Improvement Hearing and Prepare for Meeting

Professional Services

	Hours	Amount	
Principal	35.50	6,851.50	
Administrative	12.00	1,296.00	
Project Engineer	36.00	5,220.00	
Totals	83.50	13,367.50	
Total Labor			13,367.50
Total this Task			\$13,367.50

Preliminary Design Coordination - County (013)

Coordination with County Design Team; Coordination Regarding Box Culvert; Prepare for and Attend October 13th Steering Committee Meeting; Coordination with Lake County SWCD Regarding Stormwater Funding Pursuits; Prepare Updated JPA Between City and Lake County to Reflect Added Blocks of 4th Avenue from 5th Street to 3rd Street

Professional Services

	Hours	Amount	
Principal	10.50	2,026.50	
Project Engineer	7.00	985.00	
Totals	17.50	3,011.50	
Total Labor			3,011.50
Total this Task			\$3,011.50
Total this Invoice			\$25,698.00



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Street Improvement Fund	Date: 01/09/2023
Agenda Item Subject: Consider approving invoice to Bolton & Menk for professional services for the 2021 & 2022 Street Improvement Project for \$7,594.	Fiscal Impact: Funds are budgeted for Street Improvement Project	
BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$7,594 from October 1 st to October 28 th for project management and coordination of the 2021 & 2022 Street Improvement Project. Total engineering contract for construction services in 2022 are \$175,000, remaining funds are \$80,254.95.		
COUNCIL ACTION REQUESTED: Approve invoice for \$7,594 to Bolton & Menk.		
RECOMMENDATION: Approve invoice for \$7,594 to Bolton & Menk.		
ATTACHMENTS: Invoice from Bolton & Menk		



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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

November 28, 2022
Project No: N16.121170
Invoice No: 0301813
Client Account: TWOHARB_CI_MN

Two Harbors/2021-2022 Street Improvement**Professional Services from October 1, 2022 to October 28, 2022**

Project Management (001)

Project Management, Coordination and Correspondence; Continue Review of Assessment Information

Professional Services

	Hours	Amount	
Principal	29.00	5,597.00	
Project Engineer	2.00	290.00	
Totals	31.00	5,887.00	
Total Labor			5,887.00
Total this Task			\$5,887.00

Construction Admin/Observation-City Aves (007)

Construction Testing Review and Administration; Review Construction Quantities; 5th Avenue Site Visits; Coordination with Contractor

Professional Services

	Hours	Amount	
Principal	1.00	193.00	
Project Engineer	9.50	1,282.50	
Totals	10.50	1,475.50	
Total Labor			1,475.50
Total this Task			\$1,475.50

Construction Admin/Coordination - CSAH (017)

Coordination with Lake County; Construction Testing Review and Administration

Professional Services

	Hours	Amount	
Principal	.50	96.50	
Project Engineer	1.00	135.00	
Totals	1.50	231.50	
Total Labor			231.50
Total this Task			\$231.50
Total this Invoice			\$7,594.00



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: General Fund	Date: 01/09/2023
Agenda Item Subject: Consider approving invoice to Bolton & Menk for general engineering services for \$1,012.50	Fiscal Impact: General Services are budgeted for in 2023 in the General Fund	
BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$1,012.50 from October 1 st to October 31 st . This is for coordination with staff on CIP and assessment policy work and work with City Planner.		
COUNCIL ACTION REQUESTED: Approve invoice for \$1,012.50 to Bolton & Menk.		
RECOMMENDATION: Approve invoice for \$1,012.50 to Bolton & Menk.		
ATTACHMENTS: Invoice from Bolton & Menk		



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Please Remit To: Bolton & Menk, Inc.
 1960 Premier Drive | Mankato, MN 56001-5900
 507-625-4171 | 507-625-4177 (fax)

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

November 28, 2022
 Project No: 00U1.123538
 Invoice No: 0301823
 Client Account: TWOHARB_CI_MN

Two Harbors/General Professional Service

Professional Services from October 1, 2022 through October 28, 2022:

\$ 150.00 - Assessment Policy: Coordination with Staff
 \$ 637.50 - Capital Improvement Plan: October 24th Staff Meeting, Including Prep and Follow Up
 \$ 225.00 - City Planner: Coordination; Prepare Information; Review Status of Current Projects
 \$ 1,012.50 - Task 001 Total

Reduced Rate Services (001)

Professional Services

	Hours	Amount	
Principal	11.00	825.00	
Project Engineer	2.50	187.50	
Totals	13.50	1,012.50	
Total Labor			1,012.50
	Total this Task		\$1,012.50

No-Charge Meeting Attendance (003)

Prepare For and Attend the Following Meetings:

- City Council Regular Meetings - October 10th and 24th
- Utilities Committee Meetings - October 5th and 19th
- Public Works Committee Meeting - October 13th
- Trees and Trails Commission Meeting - October 20th

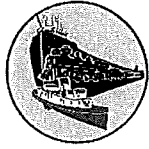
Professional Services

	Hours	Amount	
Principal	17.00	3,281.00	
Project Engineer	7.50	1,012.50	
Totals	24.50	4,293.50	
Total Labor			4,293.50

Additional Fees

Meetings - No Charge	-4,293.50	
Total Additional Fees	-4,293.50	-4,293.50
	Total this Task	0.00

Total this Invoice **\$1,012.50**



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Liquor Store Fund	Date: 01/09/2023
Agenda Item Subject: Consider approving invoice to Bolton & Menk for professional services for the Liquor Store Project for \$8,767.50.	Fiscal Impact: Liquor Store reserves of approximately \$1.6M are assisting with development of project, remaining funds are proposed to come from a low interest loan from the Electrical Fund.	
BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$8,767.50 from October 1 st to October 28 th for preliminary design, topographic surveys and field delineations for wetlands for the Liquor Store Project. Total engineering contract was \$42,250, remaining funds are \$33,482.50.		
COUNCIL ACTION REQUESTED: Approve invoice for \$8,767.50 to Bolton & Menk.		
RECOMMENDATION: Approve invoice for \$8,767.50 to Bolton & Menk.		
ATTACHMENTS: Invoice from Bolton & Menk		



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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

November 28, 2022
 Project No: 0U1.128426
 Invoice No: 0301829
 Client Account: TWOHARB_CI_MN

Two Harbors/Parcel 23-7600-06600**Professional Services from October 1, 2022 to October 28, 2022**

Project Management (001)

Project Management, Coordination and Correspondence

Professional Services

	Hours	Amount	
Principal	2.00	386.00	
Totals	2.00	386.00	
Total Labor			386.00
Total this Task			\$386.00

Research and Data Collection (002)

Complete Topographic Survey; Perform Field Delineations for Wetlands, Prepare Report and Submit to Lake County for Review; Coordination for Phase I ESA, Including Meeting with Braun and City Staff on October 6th to Review Findings

Professional Services

	Hours	Amount	
Principal	4.50	868.50	
Specialist	25.50	3,068.00	
Project Engineer	1.00	145.00	
Survey Technician	4.00	600.00	
Project Manager	5.00	800.00	
Totals	40.00	5,481.50	
Total Labor			5,481.50

Reimbursable Expenses

Misc. Reimbursable Expense			
10/6/2022	Lake County	Wetland Delineation Application Fee	100.00
Testing			
10/13/2022	Braun Intertec	Phase I ESA	2,800.00
Total Reimbursables			2,900.00
Total this Task			\$8,381.50
Total this Invoice			\$8,767.50



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Capital Equipment Fund	Date: 01/09/2023
Agenda Item Subject: Consider approving invoice to Bolton & Menk for professional services for the Odegard Trail Project for \$8,367.50.	Fiscal Impact: Funds are budgeted for Trail Project in 2023, there was a \$100,000 grant received (\$20,000 annually from 2017 to 2021) from the Two Harbors Area Fund with a city match of \$100,000, through Lake County the city is also seeking Active Transportation Grant dollars, estimated project costs are \$335,000.	
BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$8,367.50 from October 1 st to October 28 th for preliminary design, topographic survey's and correspondence with staff and Lake County for the Odegard Trail Project. Total engineering contract was \$27,000, remaining funds are \$18,632.50.		
COUNCIL ACTION REQUESTED: Approve invoice for \$8,367.50 to Bolton & Menk.		
RECOMMENDATION: Approve invoice for \$8,367.50 to Bolton & Menk.		
ATTACHMENTS: Invoice from Bolton & Menk		



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Please Remit To: Bolton & Menk, Inc.
 1960 Premier Drive | Mankato, MN 56001-5900
 507-625-4171 | 507-625-4177 (fax)

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 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

November 28, 2022
 Project No: 0U1.127512
 Invoice No: 0301826
 Client Account: TWOHARB_CI_MN

Two Harbors/Odegard Trail**Professional Services from October 1, 2022 to October 28, 2022**

Project Management (001)

Project Management, Coordination and Correspondence; Coordination with City Staff and County Engineer; Preparation for October 20th Trees and Trails Commission Meeting

Professional Services

	Hours	Amount	
Principal	3.50	675.50	
Totals	3.50	675.50	
Total Labor			675.50
Total this Task			\$675.50

Preliminary Survey (002)

Supplemental Topographic Survey Along Preferred Route Identified at Trees and Trails Commission Meeting

Professional Services

	Hours	Amount	
Survey Technician	3.50	525.00	
Project Manager	1.00	160.00	
Totals	4.50	685.00	
Total Labor			685.00
Total this Task			\$685.00

Design (003)

Identification of Route Options; Preliminary Layouts; Prepare Figures for Review with City; Follow Up on Discussion from Trees and Trails Commission Meeting

Professional Services

	Hours	Amount	
Principal	4.00	772.00	
Project Engineer	43.00	6,235.00	
Totals	47.00	7,007.00	
Total Labor			7,007.00
Total this Task			\$7,007.00
Total this Invoice			\$8,367.50



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Wastewater Plant	Date: 01/09/2023
Agenda Item Subject: Consider approving Pay App #14 to Lakehead Constructors for the Wastewater Treatment Plant Project for \$1,019,728.42.	Fiscal Impact: State Appropriations, PSIG Grant, WIF Grant, Sewer & Electric Fund reserves with the remaining balance to be covered from a low interest rate PFA loan.	
BACKGROUND: See attached communication from Bolton & Menk.		
COUNCIL ACTION REQUESTED: Approve Pay App #14 for \$1,019,728.42		
RECOMMENDATION: Approve Pay App #14 for \$1,019,728.42		
ATTACHMENTS: Communication and Pay App		



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

January 5, 2023

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. 14
BMI Project Number: M24.117177

Dear Joel,

Enclosed is a copy of Pay Application No. 14 from Lakehead Constructors, Inc. for \$1,019,728.42. I have reviewed this request and recommend payment to the contractor. The work reflected on this application represents 39.8% 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.
Environmental Project Engineer

Enclosures

cc: Joe Rhein, Bolton and Menk, Inc.
Brian Guldán, 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.

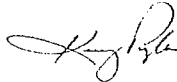
Application Period: 11/26/22 - 12/25/22		Application Date: 12/23/2022	Invoice No. 14
To (Owner): City of Two Harbors, MN	From (Contractor): Lakehead Constructors, Inc.	Via (Engineer): Bolton & Menk	
Project: Wastewater Treatment Facility Improvements	Contract: Wastewater Improvements		
Owner's Contract No.:	Contractor's Project No.: 7834	Engineer's Project No.: M24.117177	

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ 229,297,715.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ 229,297,715.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F on Progress Estimate).....	\$ 112,269,235.63
			5. RETAINAGE:	
			a. 5% X \$10,648,570.67 Work Completed.....	\$ 532,428.53
			b. 5% X \$1,620,664.95 Stored Material.....	\$ 81,033.25
			c. Total Retainage (Line 5a + Line 5b).....	\$ 613,461.78
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 111,655,773.85
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 110,636,045.43
			8. AMOUNT DUE THIS APPLICATION.....	\$ 1,019,728.42
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G on Progress Estimate + Line 5 above).....	\$ 17,641,941.15
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.



By: Kerry Pyka

Date: 12/23/2022

Payment of:	\$ 1,019,728.42	(Line 8 or other - attach explanation of the other amount)
is recommended by:	<i>Jennifer Selchow</i>	01/05/2023
	(Engineer)	(Date)
Payment of:	\$ 1,019,728.42	(Line 8 or other - attach explanation of the other amount)
is approved by:		
	(Owner)	(Date)
Approved by:		
	Funding Agency (if applicable)	(Date)

Endorsed by the Construction Specifications Institute.

Progress Estimate

Contractor's Application

Project: Wastewater Treatment Facilities Improvements				Application Number: 14				
Application Period: 11/26/2022 - 12/31/22				Application Date: 12/31/2022				
A		B	Wok Completed		E	F		G
Item			C	D				
Specification Section No.	Description	Scheduled Value	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E / B)	Balance to Finish (B - F)
1000	General Conditions	\$2,603,945.00	\$1,300,000.00	\$150,000.00		\$1,450,000.00	55.7%	\$1,153,945.00
1001	Bonds & Insurance	\$190,000.00	\$190,000.00			\$380,000.00	100.0%	
1020	General Construction Allowance	\$475,000.00	\$20,275.12	\$39,725.34		\$60,000.46	12.6%	\$414,999.54
1020	Chemical Feed Pump & Skid Allowance	\$75,000.00						\$75,000.00
1020	Raw Water Wetwell Mixer Allowance	\$5,000.00						\$5,000.00
1020	Laboratory Equipment Allowance	\$55,000.00						\$55,000.00
1020	Furnishings Allowance	\$35,000.00						\$35,000.00
1020	Computer Allowance	\$30,000.00						\$30,000.00
1020	Security System Allowance	\$40,000.00						\$40,000.00
1020	Utility Service Connection Allowance	\$35,000.00						\$35,000.00
	Earthwork General Conditions	\$219,500.00	\$219,500.00					
2100	Site Preparation	\$43,310.00	\$43,310.00			\$219,500.00	100.0%	
2101	Demolition	\$162,000.00	\$16,635.04			\$43,310.00	47.6%	\$95,364.96
2101	Finish Grading	\$6,870.00				\$16,635.04		\$6,870.00
2103	Excavation & Backfill	\$400,000.00	\$465,310.00			\$165,310.00	95.0%	\$24,490.00
2104	Remove Pavement & Misc. Structures	\$23,400.00	\$13,000.00			\$13,000.00	57.5%	\$9,600.00
2105	Rock Excavation \$170/CY	\$435,000.00	\$57,970.00			\$57,970.00	13.6%	\$367,030.00
2106	Excavation & Embankment	\$102,700.00	\$102,700.00			\$102,700.00	100.0%	
2107	Erosion & Sediment Control	\$33,150.00	\$19,116.70			\$19,116.70	57.7%	\$14,033.30
2108	Site Utilities	\$968,700.00	\$968,700.00			\$968,700.00	100.0%	
2109	Roads, Walks & Curb	\$262,900.00						\$262,900.00
2110	Turf Restoration & Plantings	\$50,150.00						\$50,150.00
2111	Earthwork for Decorative Wall	\$170,000.00						\$170,000.00
3300	Cast In Place Concrete-belowincludes rebar	\$1,245,000.00	\$1,245,000.00			\$1,245,000.00	100.0%	
3300	Chlorifiers Concrete	\$1,245,000.00						\$1,245,000.00
3300	Ganges	\$620,000.00						\$620,000.00
3300	Aeration Basins	\$2,375,000.00	\$1,710,000.00	\$165,000.00		\$1,875,000.00	78.9%	\$500,000.00
3300	Operations	\$475,000.00	\$237,500.00	\$75,000.00		\$312,500.00	65.8%	\$162,500.00
3300	Biosolids	\$815,000.00						\$815,000.00
3300	Chlorine Contact	\$475,000.00				\$312,500.00		\$162,500.00
3310	Concrete Decorative Walls	\$1,321,260.00						\$1,321,260.00
3410	All Precast	\$335,000.00						\$335,000.00
4810	Unit Masonry Assemblies	\$180,000.00						\$180,000.00
5100	Metals	\$55,000.00			\$108,839.43	\$108,839.43	12.3%	\$786,160.57
6100	Rough Carpentry	\$68,000.00		\$4,500.00		\$4,500.00	6.6%	\$63,500.00
7150	Dampproofing	\$75,000.00						\$75,000.00
7190	Vapor Barrier	\$675,000.00			\$81,000.00	\$81,000.00	12.0%	\$594,000.00
7535	Fully Adhered Membrane Roof System	\$15,000.00						\$15,000.00
7900	Caulking & Sealants	\$130,000.00			\$96,616.31	\$96,616.31	74.3%	\$33,383.69
8110	Doors & Frames	\$60,000.00						\$60,000.00
8360	O.H. Doors	\$30,000.00						\$30,000.00
8501	Windows	\$30,000.00	\$71,733.00	\$71,733.00	\$2,496.00	\$143,466.00	23.5%	\$466,534.00
9900	Painting	\$610,000.00						\$610,000.00
10000	Division 10	\$25,000.00						\$25,000.00
11240	Chemical Feed	\$133,708.00						\$133,708.00
11240	Hydraulic Gates	\$10,000.00			\$248,000.00	\$248,000.00	82.7%	\$18,000.00
11310	Centrifugal Wastewater Pumps	\$248,000.00			\$125,000.00	\$125,000.00	100.0%	
11315	Rotary Lobe Pump	\$125,000.00						\$125,000.00
11318	Screw Impeller Centrifugal Pumps	\$440,000.00						\$440,000.00
11320	Grit Removal	\$90,925.00			\$10,127.00	\$10,127.00	88.1%	\$10,798.00
11330	Fine Screen	\$192,000.00			\$192,000.00	\$192,000.00	100.0%	
11335	Jet Mixing Aeration System	\$178,000.00						\$178,000.00
11335	Clarifier Equipment	\$540,000.00	\$540,000.00			\$540,000.00	100.0%	
11374	Fine Pore Membrane Aeration Equipment	\$60,000.00			\$60,000.00	\$60,000.00	100.0%	
11376	High Efficiency Blower System	\$750,000.00						\$750,000.00
11384	Rotary Drum Thickener	\$155,000.00						\$155,000.00
11316	Rapid Mixers	\$48,000.00						\$48,000.00
11317	Submersible Mixers	\$25,000.00			\$25,000.00	\$25,000.00	100.0%	
11630	Automatic Sampler	\$17,000.00						\$17,000.00
12346	Casework	\$55,000.00						\$55,000.00
13126	Circular Tank Covers	\$211,000.00	\$105,500.00		\$40,500.00	\$146,000.00	69.2%	\$65,000.00
13216	Pretreated Concrete Water Tanks	\$1,500,000.00	\$1,500,000.00			\$1,500,000.00	100.0%	
13900	FRP Baffles & Weirs	\$60,000.00	\$60,000.00			\$60,000.00	100.0%	
14300	Holts	\$25,000.00						\$25,000.00
15000	Mechanical	\$168,565.00	\$33,734.75	\$10,000.00		\$43,734.75	25.9%	\$124,830.25
15001	Mobilize & General Conditions	\$125,000.00	\$125,000.00			\$125,000.00	100.0%	
15002	Barrel Process Pipe	\$514,000.00	\$145,000.00			\$145,000.00	28.2%	\$369,000.00
15003	Flanged Process Pipe	\$286,000.00	\$218,540.00			\$218,540.00	76.4%	\$67,460.00
15004	Process Flanged Fittings	\$305,000.00						\$305,000.00
15005	Process Valves	\$425,000.00	\$35,000.00	\$10,000.00		\$45,000.00	10.6%	\$380,000.00
15006	Process Pipe Labor	\$34,000.00						\$34,000.00
15007	Stainless Pipe Material	\$16,000.00						\$16,000.00
15008	Stainless Pipe Labor	\$15,600.00						\$15,600.00
15009	Gas Piping	\$78,000.00						\$78,000.00
15010	Aeration Piping Install	\$34,000.00						\$34,000.00
15011	Pipe Supports & Hangers	\$3,800.00						\$3,800.00
15012	Sampler Piping	\$12,000.00						\$12,000.00
15013	Pipe Demo	\$32,000.00						\$32,000.00
15014	Chem Feed Material	\$16,000.00						\$16,000.00
15015	Chem Feed Labor	\$17,600.00						\$17,600.00
15016	Mechanical Equipment Install	\$34,050.00						\$34,050.00
15017	Fabricated Ductwork	\$31,625.00						\$31,625.00
15018	Duct Field Material	\$22,000.00						\$22,000.00
15019	Plumbing Material	\$171,000.00	\$14,520.00			\$14,520.00	12.0%	\$156,480.00
15020	Insulation Material	\$17,050.00						\$17,050.00
15021	Ventilation Material	\$35,217.00	\$26,664.00		\$17,776.00	\$44,440.00	52.1%	\$10,777.00
15022	Plumbing Labor	\$175,046.00	\$21,048.72			\$21,048.72	12.0%	\$154,357.28
15023	Insulation Labor	\$38,985.00						\$38,985.00
15024	Ventilation Equipment	\$172,760.00						\$172,760.00
15025	Plumbing Fixtures/Equipment	\$93,170.00	\$46,585.00		\$44,440.00	\$146,585.00	30.0%	\$46,585.00
15026	Refrigeration Piping/Start-up	\$15,730.00						\$15,730.00
15027	T&B	\$9,486.00						\$9,486.00
15028	Temp Control Sub	\$137,006.00	\$13,700.00		\$50,692.22	\$64,392.22	47.0%	\$72,613.78
16000	Electrical	\$2,500.00	\$2,500.00			\$2,500.00	100.0%	
16001	Permit	\$50,000.00	\$41,500.00			\$41,500.00	83.0%	\$8,500.00
16002	Mobilization	\$15,000.00	\$10,500.00			\$10,500.00	42.0%	\$4,500.00
16003	Temp Power/Lighting	\$403,319.00	\$93,300.00			\$93,300.00	23.0%	\$310,019.00
16004	Site Electrical	\$18,116.00						\$18,116.00
16005	Site Lighting	\$47,684.00						\$47,684.00
16006	Final Clarifier	\$37,476.00						\$37,476.00
16007	Aeration Basin	\$196,343.00	\$50,000.00			\$50,000.00	25.5%	\$146,343.00
16008	Operations Building	\$19,873.00						\$19,873.00
16009	Storage Garage	\$214,073.00						\$214,073.00
16010	Biosolids Building	\$5,000.00						\$5,000.00
16011	Pre Treatment	\$18,943.00	\$2,000.00			\$2,000.00	2.2%	\$16,943.00
16012	Existing Pre Treatment	\$142,976.00	\$3,500.00			\$3,500.00	2.4%	\$139,476.00
16013	Existing Filter Building	\$15,857.00						\$15,857.00
16014	Wall Lighting	\$14,028.00						\$14,028.00
16015	Equipment	\$160,937.00						\$160,937.00
16016	Service	\$224,200.00						\$224,200.00
16017	Lighting Fixture Material	\$74,758.00						\$74,758.00
16018	Clear	\$34,220.00						\$34,220.00
16019	Cabinet Unit Heaters	\$278,377.00						\$278,377.00
16020	Generator	\$133,000.00	\$133,000.00			\$133,000.00	97.2%	\$3,800.00
16021	Integrator	\$418,834.00			\$115,000.00	\$115,000.00	27.5%	\$303,834.00
16022	Integrator Materials	\$139,611.00						\$139,611.00
16023	Integrator Hardware	\$178,109.00						\$178,109.00
16024	Integrator Start-up							
Totals		\$19,187,715.00	\$10,122,612.33	\$525,959.34	\$1,620,664.96	\$12,169,236.63		\$17,028,479.37



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Wastewater Plant	Date: 01/09/2023
Agenda Item Subject: Consider approving invoice to WSB for the material testing for the WWTP in the amount of \$870, total contract is \$22,695.	Fiscal Impact: State Appropriations, PSIG Grant, WIF Grant, Sewer & Electric Fund reserves with the remaining balance to be covered from a low interest rate PFA loan.	
BACKGROUND: The City has a contract with WSB for the WWTP project, this is for services provided November 1 st to November 30 th . Total contract is \$22,695, remaining contract is \$4,002.50		
COUNCIL ACTION REQUESTED: Approve invoice for \$870 to WSB.		
RECOMMENDATION: Approve invoice for \$870 to WSB.		
ATTACHMENTS: Invoice from WSB		

701 XENIA AVENUE S
SUITE 300
MINNEAPOLIS, MN
55416



City of Two Harbors
Attn: Miranda Pietila
522 First Avenue
Two Harbors, MN 55616

December 29, 2022
Project/Invoice: R-019334-000 - 10
Reviewed by: Chad DeMenge
Project Manager: Terry Norlen

Two Harbors Wastewater Treatment Facility Upgrades

Professional Services from November 1, 2022 to November 30, 2022

Phase CMT Construction Materials Testing

Concrete Field Testing

Unit Billing

CMT Engineering Technician II

11/1/2022	1.5 Hours @ 60.00	90.00	
11/2/2022	1.5 Hours @ 60.00	90.00	
11/3/2022	1.5 Hours @ 60.00	90.00	
11/4/2022	1.5 Hours @ 60.00	90.00	
11/17/2022	1.5 Hours @ 60.00	90.00	
11/21/2022	1.5 Hours @ 60.00	90.00	
11/23/2022	1.5 Hours @ 60.00	90.00	
Total Units		630.00	630.00

Total this Task \$630.00

Materials Lab Testing

Unit Billing

Compressive Strength - Cylinder

10/28/2022	22-5340	8.0 Cylinders @ 5.00	40.00	
11/1/2022	22-5408	8.0 Cylinders @ 5.00	40.00	
11/2/2022	22-5554	4.0 Cylinders @ 5.00	20.00	
11/3/2022	22-5463	8.0 Cylinders @ 5.00	40.00	
11/4/2022	22-5471	4.0 Cylinders @ 5.00	20.00	
11/17/2022	22-5644	4.0 Cylinders @ 5.00	20.00	
11/21/2022	22-5667	8.0 Cylinders @ 5.00	40.00	
11/23/2022	22-5676	4.0 Cylinders @ 5.00	20.00	
Total Units			240.00	240.00

Total this Task \$240.00

Total this Phase \$870.00

Billing Limits

	Current	Prior	To-Date
Total Billings	870.00	15,507.50	16,377.50
Limit			22,695.00
Remaining			6,317.50

Total this Invoice \$870.00



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Airport	Date: 01/09/2023
Agenda Item Subject: Consider authorizing the grant initiation packet for 2023 Beacon Replacement at the Airport.	Fiscal Impact: Estimated project costs - \$100,000 – Federal dollars - \$90,000 (90%) – State dollars - \$5,000 (5%) – Local dollars - \$5,000 (5%) <i>Please note the 5% match by State is requested if State matches funds. The City will need to have a 10% local match is matching funds from state are not provided.</i>	
BACKGROUND: See attached for grant checklist, project cost breakdown and project narrative.		
COUNCIL ACTION REQUESTED: Authorize grant initiation packet for 2023 Beacon Replacement at Airport.		
RECOMMENDATION: Authorize grant initiation packet for 2023 Beacon Replacement at Airport.		
ATTACHMENTS: AIP Grant Application Checklist, Project Cost Breakdown and narrative.		

AIP Grant Application Checklist

AIRPORT NAME: Richard B. Helgeson Airport (TWM)DATE: December 5, 2022SYSTEM FOR AWARD MANAGEMENT (SAM) CAGE CODE #: 38CT0SYSTEM FOR AWARD MANAGEMENT (SAM) EXPIRATION DATE: 10/26/2023

This checklist (and attached instructions) is a tool to assist a grantee (airport sponsor) in identifying the requirements and considerations associated with preparing an Airport Improvement Program (AIP) grant application package for submittal to the FAA. Airport sponsors should read and consider each of the items carefully. **Some of the items can be answered by simply checking the "Yes" and "No" boxes while others require providing additional information as part of the airport's request for AIP funds.**

Ref.		Yes	No	N/A	Comments Attached
ITEMS REQUIRED TO COMPLETE APPLICATION REVIEW:					
1.	Standard Form 424 <i>(signed)</i>	X			See Attached
2.	Project Cost Breakdown <i>(attached)</i>	X			See attached Project Cost Breakdown and Narrative
3.	Project Sketch <i>(at the request of the ADO)</i>	X			See attached figure
4.	Project Narrative <i>(attached or within Form 5100-100/101 Part IV)</i>	X			See attached Project Cost Breakdown and Narrative
5.	Form 5100-100 (parts II – IV) <i>(airport development grants)</i> Form 5100-101 (parts II- IV) <i>(planning grants)</i>			X	Will be supplied with Grant App.
6.	Bid Tabulations/Negotiated Amounts <i>(attached or previously submitted to the ADO)</i>			X	Will be supplied with Grant App
7.	Exhibit A <i>(attached or previously submitted to the ADO)</i>	X			Previously submitted and on file with the ADO.
8.	Title Certificate or Long Term Lease Agreement <i>(at the request of the ADO)</i>			X	



Richard B. Helgeson Airport **2023 AIG Grant Initiation Package**
Two Harbors, Minnesota

Project Cost Breakdown:

*Richard B. Helgeson Airport
FFY 2023 Project Cost Breakdown*

PROJECT COST ESTIMATES					
Richard B. Helgeson Airport (TWM)					
Brief Item Description	Construction Costs	Engineering	Total Cost	Federal Share	Non-Federal Share
				90%	10%
Beacon Replacement	\$75,000	\$25,000	\$100,000	\$90,000	\$10,000

*Non-Federal Share Breakdown**

Non-Federal Share					
Project	State of Minnesota Percentage	Local Percentage	State of Minnesota	Local	Total
Beacon Replacement	5%	5%	\$5,000	\$5,000	\$10,000

**The 5 percent match by MNDOT is requested if MNDOT matches funds. The City is aware the local match may be 10 percent if matching funds are not provided.*

Project Narrative:

Beacon Replacement:

Richard B. Helgeson Airport has a designated instrument runway (Runway 15-33) and requires a rotating beacon for visual approaches to the airfield at night or during bad weather. The current rotating airport beacon has been in-place since 1990 or prior, exceeding the minimum useful life of 15 years (per Table 3-7 of the AIP Handbook). The airport has reported the beacon freezes in extreme cold temperatures, not being able to rotate. Furthermore, the replacement of the old pole with a new tip-down pole will improve safety for the maintenance crews as they will no longer be required to use a man-basket to maintain the light. Additionally, the switch to an LED light will reduce operating maintenance costs and reduce the replacement frequency of said light.

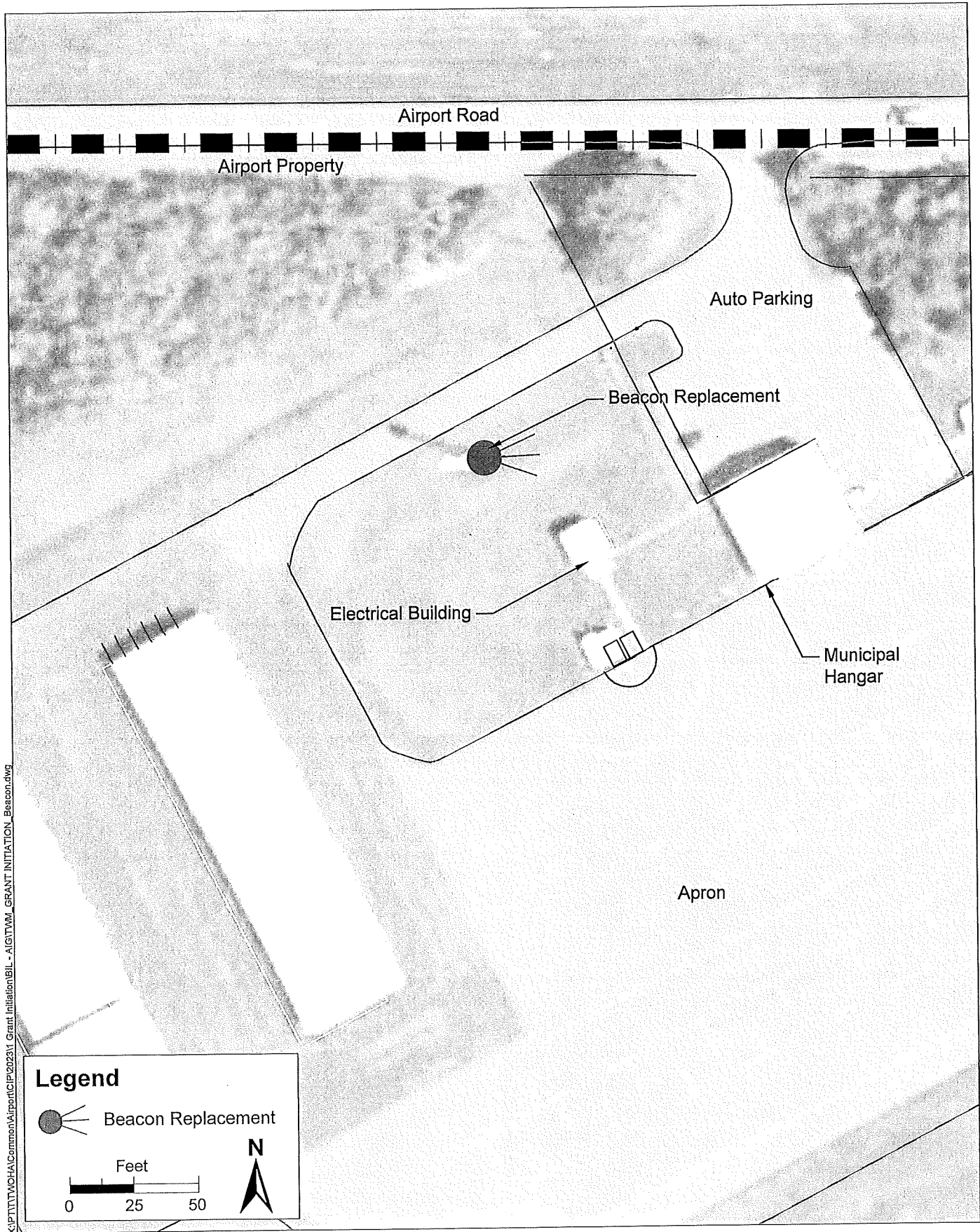


2023 AIG Grant Initiation

Richard B Helgeson Airport (TWM)
Two Harbors, Minnesota

Figure 1

2023 Beacon Replacement
12/2/2022; TWOHA



X:\P\TWOHA\Common\Airport\CI\2023\1 Grant Initiation\BIL - AIG\TWM GRANT INITIATION_Beacon.dwg

Application for Federal Assistance SF-424

* 1. Type of Submission: <input checked="" type="checkbox"/> Preapplication <input type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>	
* 3. Date Received: 12/02/2022		4. Applicant Identifier: <input type="text"/>			
5a. Federal Entity Identifier: <input type="text"/>			5b. Federal Award Identifier: <input type="text"/>		
State Use Only:					
6. Date Received by State: <input type="text"/>		7. State Application Identifier: <input type="text"/>			
8. APPLICANT INFORMATION:					
* a. Legal Name: City of Two Harbors					
* b. Employer/Taxpayer Identification Number (EIN/TIN): EIN 41-6005610			* c. UEI: CK41K6627Z15		
d. Address:					
* Street1:		522 First Avenue			
Street2:		<input type="text"/>			
* City:		Two Harbors			
County/Parish:		<input type="text"/>			
* State:		MN: Minnesota			
Province:		<input type="text"/>			
* Country:		USA: UNITED STATES			
* Zip / Postal Code:		55616-1504			
e. Organizational Unit:					
Department Name: <input type="text"/>			Division Name: <input type="text"/>		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix:		* First Name:		<input type="text"/>	
Ms.		Miranda		<input type="text"/>	
Middle Name:		<input type="text"/>			
* Last Name:		Pietila			
Suffix:		<input type="text"/>			
Title:		Finance Director			
Organizational Affiliation: <input type="text"/>					
* Telephone Number:		Fax Number:		<input type="text"/>	
218-834-5631		<input type="text"/>		<input type="text"/>	
* Email: mpietila@twoharborsmn.gov					

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Association

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

BIL

* Title:

Bipartisan Infrastructure Law - Airport Infrastructure

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Airport Beacon Replacement

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

MN

* b. Program/Project

MN

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

06/05/2023

* b. End Date:

09/29/2023

18. Estimated Funding (\$):

* a. Federal	90,000.00
* b. Applicant	10,000.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	100,000.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Ben

Middle Name:

* Last Name:

Redden

Suffix:

* Title:

Acting Mayor

* Telephone Number:

218-834-5631

Fax Number:

* Email:

councilorredde@twoharborsmn.gov

* Signature of Authorized Representative:

* Date Signed:



CITY OF TWO HARBORS

Unique Entity ID CK41K6627Z15	CAGE / NCAGE 38CT0	Purpose of Registration Federal Assistance Awards Only
Registration Status Active Registration	Expiration Date Oct 26, 2023	
Physical Address 522 1ST AVE Two Harbors, Minnesota 55616-1504 United States	Mailing Address 522 First Avenue Two Harbors, Minnesota 55616-1504 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Minnesota 08	State / Country of Incorporation (blank) / (blank)	URL www.twoharborsmn.gov

Registration Dates

Activation Date Oct 27, 2022	Submission Date Oct 26, 2022	Initial Registration Date Apr 6, 2005
---------------------------------	---------------------------------	--

Entity Dates

Entity Start Date Feb 26, 1907	Fiscal Year End Close Date Dec 31
-----------------------------------	--------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types		
Entity Structure U.S. Government Entity	Entity Type US Local Government	Organization Factors (blank)
Profit Structure (blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
City

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	No

EFT Indicator	CAGE Code
0000	38CT0

Points of Contact**Electronic Business**

✱ MIRANDA PIETILA, FINANCE DIRECTOR	522 First Avenue Two Harbors, Minnesota 55616 United States
MIRANDA PIETILA	522 First Avenue Two Harbors, Minnesota 55616 United States

Government Business

✱ MIRANDA PIETILA, FINANCE DIRECTOR	522 First Avenue Two Harbors, Minnesota 55616 United States
MIRANDA PIETILA	522 First Avenue Two Harbors, Minnesota 55616 United States

Service Classifications

NAICS Codes		NAICS Title
Primary	NAICS Codes	

Disaster Response

This entity does not appear in the disaster response registry.

TWO HARBORS CITY COUNCIL

AGENDA ITEM SUMMARY



AGENDA ITEM SUBJECT: Application for Rudberg Scholarship

ORIGINATING SOURCE/DEPARTMENT: Library

FUNDING SOURCE: Duluth Superior Area Community Foundation

BACKGROUND: The Two Harbors Public Library is applying for \$2,000 in external funding to increase the size of our Wonderbook collection. Wonderbooks are picture books with pre-loaded audio assistance to increase children's confidence in their pre-literacy skills.

RELATED CITY POLICIES: n/a

COMMITTEE/COMMISSION RECOMMENDATION: n/a

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION: Approve Library Director's application

Agenda Item # CA 23 *Meeting Date:* 1/9/23

TWO HARBORS CITY COUNCIL

AGENDA ITEM SUMMARY



AGENDA ITEM SUBJECT: Application for Research Institute for Public Libraries Scholarship

ORIGINATING SOURCE/DEPARTMENT: Library

FUNDING SOURCE: Minnesota Department of Education

BACKGROUND: Library Director Madeline Jarvis was invited to apply for funding to attend the Research Institute for Public Libraries in Madison, WI July 2023. If scholarship application is successful THPL will be able to receive full travel and registration reimbursement from the State Library Services/Minnesota Department of Education for one attendee.

RELATED CITY POLICIES: n/a

COMMITTEE/COMMISSION RECOMMENDATION: n/a

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION: Approve Library Director's application

Agenda Item # CA.24 Meeting Date: 1/9/23



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Finance/THEDA	Date: 01/09/2023
Agenda Item Subject: Consider renewing the City's annual membership to RAMS – Range Association of Municipalities and Schools	Fiscal Impact: \$700 – Budgeted in General Fund under Dues and Subscriptions	
BACKGROUND: See attached – RAMS annual notice of dues renewal. Please notify Finance Director if you would like to receive RAMS newsletters and/or updates from the RAMS Executive Director.		
COUNCIL ACTION REQUESTED: Authorize renewal of RAMS dues for \$700		
RECOMMENDATION: Authorize renewal of RAMS dues for \$700		
ATTACHMENTS: RAMS Annual Notice of Dues Renewal & invoice.		



5525 Emerald Avenue · Mountain Iron, MN 55768
Phone: 218.235.0029 · Email: idarukavina@ramsmn.org

RAMS ANNUAL NOTICE OF DUES RENEWAL – January 3, 2023

To our Public Sector and Corporate Members:

First off, thanks to all of you for the support you have provided to RAMS over the past year and for many of you over the past decades. Without community, schools and businesses supporting this organization, we could not be successful in our efforts to make the Range a vibrant and wonderful place to live and work. As you should know by now Ida Rukavina has left RAMS to work at the IRRR which should do nothing but enhance our strong working relationship with the Agency. Congrats to Ida.

I have been asked to serve in an interim capacity while the board of directors begins the search for a capable replacement. I was pleased that they asked me to step in and I will do all that I can to keep RAMS moving forward during my tenure. (Steve Giorgi here, remember me?)

Please consider renewing your membership with RAMS and encouraging your township/city neighbors who have not yet joined RAMS to make this the year they get on board. Dues have not changed, and an invoice will be forthcoming via email to your organization. Please remit payment to RAMS by January 31. Below are a few highlights from last year and we hope to improve on our success at the legislature this session with a \$17.6 Billion dollar-surplus and a legislature that should be able to pass bills without delay.

During the last year, we have worked on legislative priorities at the capital, submitted testimony on the federal land withdrawal and PolyMet permits, and called on the legislature for a special session to finish the bonding and tax bills. In addition, we held important community meetings on Emergency Management services, the Housing situation in northern Minnesota and numerous meetings on broadband expansion across the region. During this past year, we also added a quarterly township meeting, allowing for supervisors or clerks to come together to discuss issues they are facing, such as broadband deployment.

We were successful in leading significant legislation that passed in the last session that now allows for a special low density broadband grant program that will award grants of up to 75% and up to \$10 million to specifically expand broadband in our more rural areas. One of our current RAMS legislative priorities is to make this a permanent program. We also welcomed new members to our organization this past year and I want to thank each of them for joining this organization and making our voice even stronger. The new members are: Town of Pike, Town of Cotton, City of Orr, City of Cohasset, and Lavell Township. We also welcomed new corporate members: Koochiching County, MN North College, and Essentia Health.

Once again, I thank you on behalf of the RAMS Board of Directors for your past support and hope you will continue your membership with us in 2023. 84 years of speaking on behalf of our region as "ONE RANGE – ONE VOICE".

Sincerely,



Steve Giorgi

Interim Executive Director

sgiorgi@ramsmn.org

218.780.8877

"One Range...One Voice"

5525 Emerald Avenue
Mt. Iron, MN 55768

Invoice #: 2023 026
Invoice Date: 1/3/2023
Due Date: 1/31/2023
Project:
P.O. Number:

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

Thank you for supporting RAMS!

Total	\$700.00
Payments/Credits	\$0.00
Balance Due	\$700.00

Phone #
218 748 7651



5525 Emerald Avenue · Mountain Iron, MN 55768
Phone: 218.235.0029 · Email: idarukavina@ramsmn.org

Dear Members,

As the new year comes, we would like to make sure we have up to date contact information for our members. Please assign one email for direct communication with RAMS. This email address will be responsible for sharing important information with the entire member entity (city council members, school board members, etc.). You can also include the email of any other members of your entity that would like to receive RAMS newsletters and/or updates from the RAMS Executive Director, Ida Rukavina.

*Please fill out and return with your dues payment. Thank You!

Member Name (City, School, Corporation) _____

Direct Communication with RAMS:

NAME _____

EMAIL _____

Interested in updates and news from RAMS:

NAME _____

EMAIL _____

NAME _____

EMAIL _____

NAME _____

EMAIL _____

NAME _____

EMAIL _____

"One Range...One Voice"

December 28, 2022

Miranda Pietella
City Councilors,

As usual we are in the middle of planning for Heritage Days 2023. The dates are July 6th through July 9th, 2023. This letter is requesting permission for use of the grounds on South Avenue between 4th street and Waterfront Drive, the bandshell and Thomas Owens Park and the community center building.

We are asking for the use of the electrical connections for the entertainment and for the vendors. I am asking for a covered stage or platform for the entertainment throughout the weekend. We are also in need of staging for the Street Dance on Friday, July 7, 2023.

We will need road closures on First Avenue on Thursday, July 6 for the kiddie parade and on Friday, July 7 th for the street dance. Seventh Street between 7th Avenue and First Avenue and First Avenue for the Parade on Saturday July 8th. We are also requesting Park Rd and the streets surrounding Lakeview Park for staging for the parade. This was new last year. We will be making a few tweaks but all in all it was less congested.

I am also asking for permission to apply for grants to Co-op Light and Power and the Two Harbors Area Foundation and Lovin Lake County. Grant submission deadlines have changed requiring earlier submission of requests. I am asking for permission to include a flyer in the June utility bill as well.

We are very appreciative and continue to ask for the in kind services the City has provided to make this event GREAT!

We are all painfully aware of many changes that had to take place due to the pandemic. These changes include our entertainment schedule. We have shortened it but also have found that to get decent entertainment throughout the weekend we have to increase our budget. We have been able to maintain our payments to entertainers for over 10 years at the same rate. That has to be increased in order to continue. Also, many of the performers our citizens ask for year after year in the parade are costly. We do our best to cover all the expenses with income from vendors, donations and grants. We are asking if the City could increase the contribution to Heritage Days as well. We are so limited by our budget to add any new activities and have reached a point if we limit any more the weekend will not be as entertaining as we have come to know.

It has come to the point that I require the use of a golf cart for the weekend. The event is too widespread for me to walk on a daily basis. In the past I have been loaned a golf cart from the Lakeview Golf Course. I have struggled to get this the past two years and Sonju has been gracious in allowing me to use one of theirs. Is it possible to get the cart from our own course? Any help with this would be greatly appreciated.

With Sincere Thanks,
Cheryl Sundstrom

CA. 26

1/9/23



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 1/6/23
Agenda Item Subject: Club Sunday On-Sales	Fiscal Impact:	
BACKGROUND: The holders of On-Sale Club liquor licenses are allowed to be open 14 Sundays per year. The Sundays run per calendar year for this purpose.		
COUNCIL ACTION REQUESTED: Approve the request of the Moose Lodge to be open on the Sundays listed.		
RECOMMENDATION: Approve the request of the Moose Lodge to be open on the Sundays listed.		
ATTACHMENTS:		

12/28/22

Dear Patty,

Here is the Moose's Football request for the remaining season.

January 8th

January 15th

January 22nd

February 12th

Thank you for your time:

A handwritten signature in cursive script that reads "Jessica Carlson".

Jessica Carlson

TWO HARBORS CITY COUNCIL

AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: Request for Paul Johnson and Dave Klinker to attend NACE/AMPP Twin Cities 29th Annual 10,000 Lakes Corrosion Control Seminar – January 30 - February 1st, 2023 in Minneapolis, Minnesota. Costs for conference is \$275, per person plus tax, lodging and mileage reimbursement.

ORIGINATING SOURCE/DEPARTMENT: Gas, Water and Sewer Department

FUNDING SOURCE: Gas, Water and Sewer Department

BACKGROUND: Basic corrosion and hands on rectifier.

ESTIMATED DATE OF COMPLETION: 2/3/2023

COMMITTEE/COMMISSION RECOMMENDATION:

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION:

Agenda Item # CA.28 Meeting Date: 1/9/23

12/29/2022

Two Harbors City Council Members,

I am requesting your consideration in allowing me to carry over my unused 2022 vacation days into 2023. Due to a shoulder replacement surgery and several other medical issues that I have encountered in 2022, I was unable to work for most of the year. Thank you in advance for your consideration.

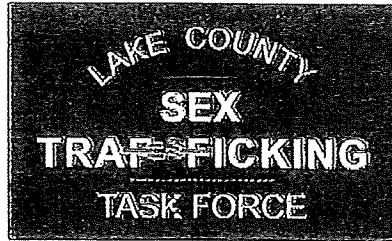
Lori Carlson

A handwritten signature in cursive script that reads "Lori Carlson".

Liquor Store Clerk

CA 30

1/9/23



December 8, 2022

Patty Nordean, City Clerk
522 First Avenue
Two Harbors, MN 55616

You are cordially invited to attend our Lake County Sex Trafficking Task Force Candlelight Vigil, to be held January 9, 2023, 4:30-5:30PM, Law Enforcement Center (LEC) Conference Room area, 613 3rd Ave, Two Harbors, MN.

We are opening this Vigil to the public, all who are interested in preventing human trafficking in any form, in Lake County and beyond.

Please see attached poster.

Please let us know if you will be attending or not. Contact 218-834-5988 or email:
mwisch@lakeconnections.net.

Thank you very much for your consideration. We hope to see you on January 9th.

Sincerely,

The Lake County Sex Trafficking Task Force

Comm. 1 1/9/23



Join us for a
Candlelight Vigil

January 9, 2023

4:30-5:30PM

Law Enforcement Center
613 3rd Ave., Two Harbors.



This is modern-day slavery.
HELP US END IT LOCALLY IN LAKE COUNTY, MINNESOTA.

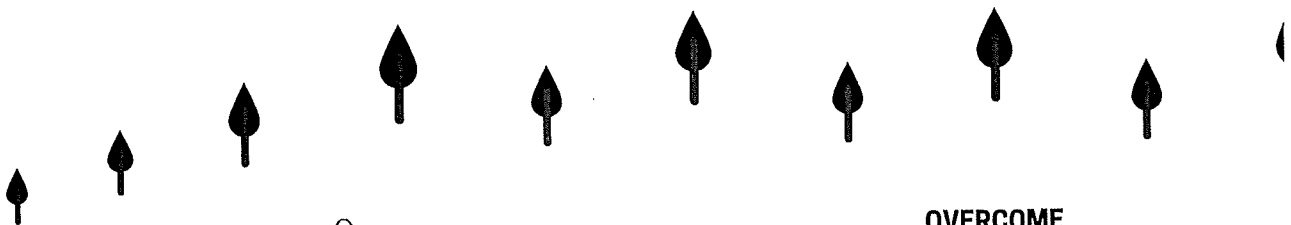
SHINE A LIGHT AND BE A HOLDER OF HOPE

Join us in the fight to raise awareness, educate, and engage communities in the importance of anti-human trafficking initiatives, local involvement, and how we can act today, to protect people tomorrow.

218-834-5988

www.lcsextrafficking.com

WRITE WORDS OF ENCOURAGEMENT ON A CANDLE BELOW



Empower

OVERCOME

Believe

Hope



ENVIRONMENTAL SERVICES

Planning & Zoning

Lake County Courthouse

601 3rd Avenue

Two Harbors, MN 55616

PH: 218.834.8325

Email: melissa.mcintyre@co.lake.mn.us

Website: www.co.lake.mn.us

DATE: December 14, 2022

TO: Mr. & Mrs. J. Juenemann

FROM: Melissa McIntyre, Environmental Services Specialist

RE: NOTICE OF DECISION - VARIANCE HEARING - V-22-020

This memo is to inform you that on December 12, 2022 Lake County Board of Adjustment voted to approve your request with conditions for relief from shoreline setback requirements (Ordinance #12, Article 7, Section 7.03) to a designated Trout stream for the mobile home and deck currently on the property located at 1448 Press Camp Road and legally described as: SE ¼ of SE¼ EXCEPT: the N300 feet of the S700 feet of the W225 feet; the S400 feet; the W458.5 feet lying N of the line parallel to and 940 feet Northerly distant from the South line thereof; Section 19, Township 53N, Range 10W; 22.33 acres, zoned Shoreland R-3/Residential District, minimum 2.5 acres, Silver Creek Township. PID 29-5310-19910.

Lake County Ordinance #12, Article 25, Section 25.04 D states: *Unless otherwise stated in the decision, any Order or Decision of the Board for a variance shall expire if the appropriate permit (Land Use Permit, Septic Permit) has not been obtained by the appellant within three (3) months from the date of the decision.*

Please note the permit application forms applicable to your Variance are included electronically with this memo. The Board members determined the following Findings and Conditions relating to your request, which will be recorded with the Variance Order:

Findings:

1. **Is the variance in harmony with the general purposes and the intent of the official control and consistent with the Comprehensive Plan?** Yes, it's fine to have a residence on some acreage. The difficulty is only that the applicant did not meet the 150-foot setback requirement from the trout stream. A condition will be set that any future structure that replaces the existing mobile home must be placed properly to meet setbacks.
2. **Is the owner proposing to use the property in a reasonable manner not permitted by the official control?** Yes, a homestead is fine it's just too close to the river to meet our requirements.
3. **Is the practical difficulty due to circumstances unique to the property?** Yes, the difficulty exists due to poor measurement initially and/or stream bed movement over the past 27 years.
4. **Is the need for the variance created by actions other than the landowners or prior landowners?** Yes, it is possible that the stream bed location has changed, but it is not known for certain whether this is the case. Landowner mismeasurement may have been the cause, or stream bed movement, or both may be contributing factors. Conditions will address any future structure placement.
5. **Will the issuance of the variance maintain the essential character of the locality?** Yes, the property will remain as residential use; the added conditions will eventually improve the property.
6. **Does the practical difficulty involve more than economic considerations?** Yes, beyond the financial cost to the applicant, it would be difficult to relocate the existing home 25 feet; the difficulty in doing so is of greater measure than cost alone.

Conditions:

1. Removed the unpermitted deer stand
2. Obtain a land use permit for the remaining unpermitted structures (shed, playhouse and deck)
3. Submit to Planning and Zoning either an SSTS Compliance Inspection Agreement form, or a copy of the escrow fund agreement prepared as part of the sale of the property. The septic inspection must be completed by July 1, 2023 and results provided to Planning and Zoning.
4. Any future structures placed on the property must meet all setback requirements and the former site revegetated.

Your Variance Order will be recorded with your deed within 30 days. You will be sent a copy of the order after it is recorded along with a copy of the official minutes from the hearing.

Please give our office a call if you have any questions.

Thank you.

Enc.

cc: MN DNR Area Hydrologist
SWCD
City of Two Harbors
Town of Silver Creek
County Auditor
County Assessor

LAKE COUNTY

SSTS COMPLIANCE INSPECTION AGREEMENT

Prior to issuance of a Land Use permit for any structure or prior to submission of a Conditional Use, Interim Use, or Variance, a Compliance Inspection is required if the system has not been installed in the last 12 years with a valid SSTS permit or a passing Compliance Inspection has not been completed within the last 8 years; also required for renewal of Operating Permits per *Lake County SSTS Ordinance #11, Article VIII, Sec. 1, 1.03.*

Please complete the agreement below if you are applying for a permit and it has been determined that the inspection can not be conducted at the time the permit is issued.

Due to _____, a septic compliance inspection cannot be performed at this time. I agree that a Compliance Inspection will be performed by a licensed septic inspector prior to __/__/____, and I will provide the results of the Compliance Inspection to Lake County Planning & Zoning within 30 (thirty) days after the inspection is performed.

Failure to fulfill the obligation of the SSTS Compliance Inspection Agreement shall be a violation of the Lake County SSTS Ordinance #11.

P&Z Department Signature: _____

Property Owner: _____ Parcel Number: _____

Property Address: _____

Property Owner Signature: _____ Date: _____

Subscribed and sworn

Before me this _____ day of _____, 20____.

Notary Public

State of Minnesota, County of _____.

Septic Permit #: _____ Associated Permit #: _____



**BOLTON
& MENK**

Real People. Real Solutions.

4960 Miller Trunk Highway
Suite 350
Duluth, MN 55811

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

MEMORANDUM

Date: January 5, 2023
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 has completed a water balance test on clarifier #1.
- Lakehead completed the dome on clarifier #2.
- Lakehead began the dome installation on clarifier #1.

Operations Building

- Lakehead finished pouring the frost walls.
- Masons began interior wall CMU installation.
- Installed insulation and waterproofing on the North side.

Aeration Basin

- Woody's continued setting rebar for the aeration basin walls.
- Lakehead pouring the aeration basin walls.

Filter Building

- Prepare the filter building for a new door.

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

Comm. 3

1/9/23

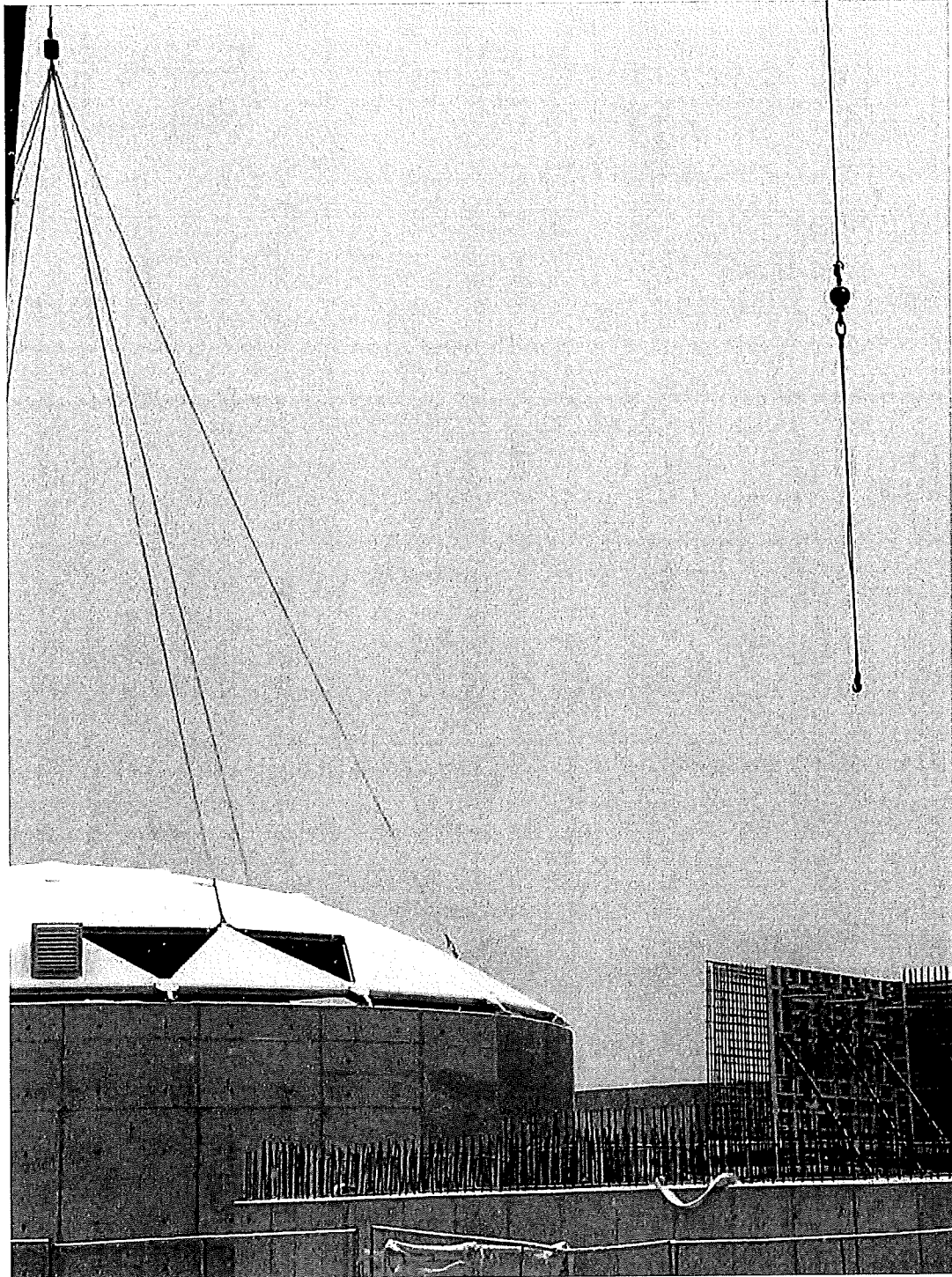
Operations Building Interior Walls



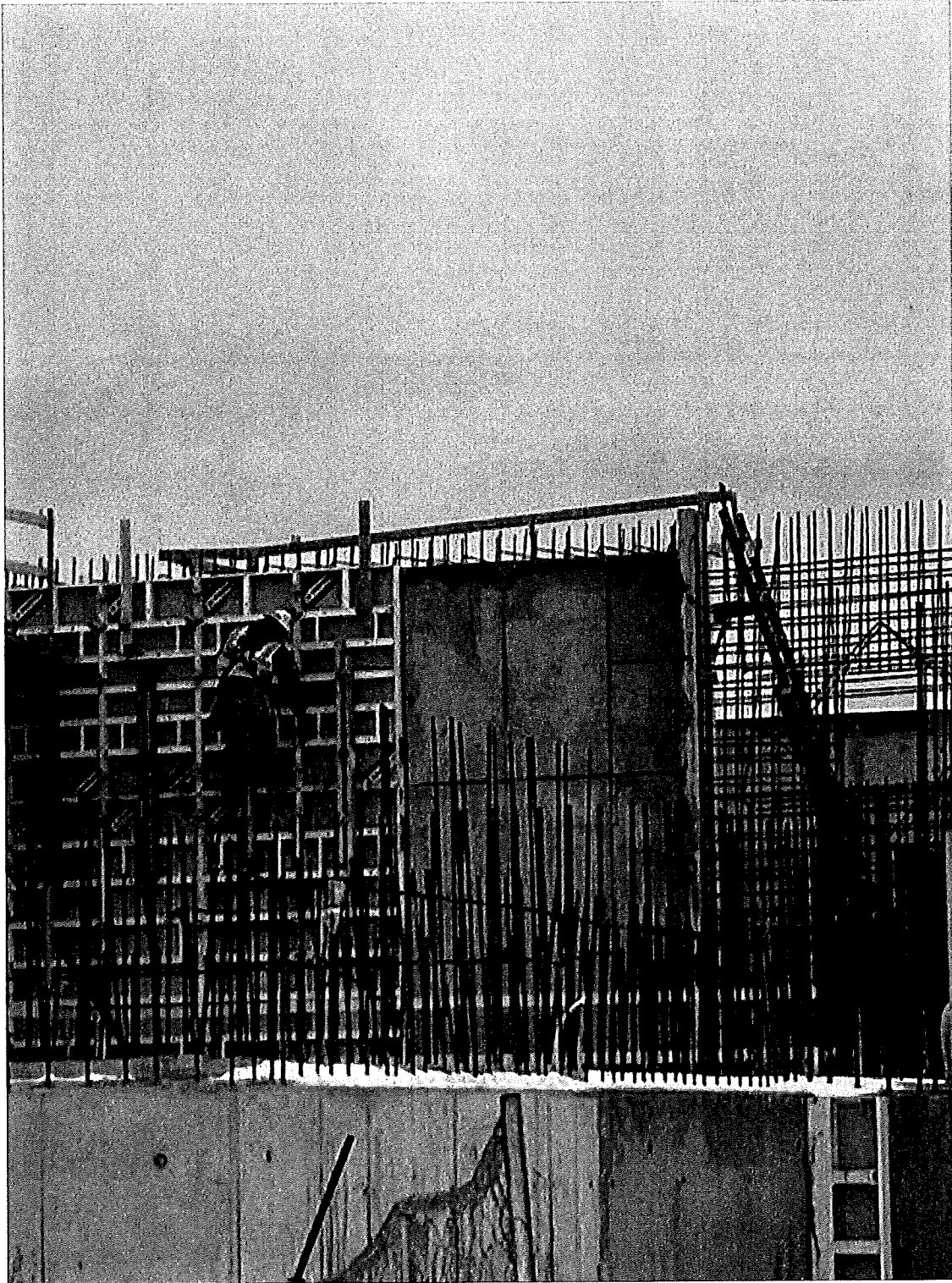
Filter Building New Door Opening



Clarifier #2 Dome



Aeration Basin Rebar and Forms



Two Harbors WWTF Improvement
January 2023

Operation Building Frost and CMU Wall Enclosure





2023 Elected Leaders Institute: Foundational Program

You won your election, and we're here to help you be successful in your new city leadership role!

The Elected Leaders Institute Foundational Program is designed to provide elected leaders with the nuts and bolts of city leadership. Designed around a set of 10 core competencies, this program is perfect for anyone who is new to elected office, or leaders who wish to brush up on the basics.

Participate in one of three available cohorts where you will become familiar with your new responsibilities via a combination of online, on-demand courses which you complete at your own pace in addition to the two-day in-person program held in Mankato, Plymouth, and Alexandria. During the classroom learning, you will dive deeper in to governing a city with our subject matter experts and meet other elected officials.

Everything you need — from courses and downloadable resources, to connecting with subject matter experts or classroom presentations — will live in MemberLearn: the League's online learning platform.

The program is driven by the 10 core competencies that make elected leaders successful.

Registration opens on Nov. 29. In-person program dates for each cohort are listed below. Full program dates can be found on the individual cohort pages linked below.

NB.1

1/9/23

Feb. 10-11, 2023 — Mankato
Feb. 24-25, 2023 — Plymouth
March 3-4, 2023 — Alexandria

Mankato Cohort

Plymouth Cohort

Alexandria Cohort

Special Thanks to Our Sponsors



Your LMC Resource

Ashley Freitag
Registration and Sponsorship
Coordinator
(651) 281-1249 or (800) 925-1122
registration@lmc.org



CITY OF TWO HARBORS
City Council

AGENDA ITEM
COVER SHEET

Originating Staff: Joel Dhein, Interim Administrator	Department: Administration	Date: January 5, 2023
Agenda Item Subject: Highway 61 Corridor	Fiscal Impact: TBD	
<p>BACKGROUND: After the recent presentation by MnDoT regarding the Highway 61 Corridor Study the question was asked by MnDoT of the city "What components of the study are important to the city that fits within the funding MnDoT as for this project?" The options are:</p> <ol style="list-style-type: none">1. Select components that the city desires to have completed in 2025/2026 time frame.2. Do not select any components, let MnDoT do it.3. Request that a project be postponed until adequate funding is available to complete all of the components in the corridor study. <p>Rather than repeat the information presented at the meeting and subsequent discussion please let me know if you have any questions.</p>		
<p>ACTION REQUESTED: Discuss and determine which of the components of the corridor study the city would like MnDoT to implement as a project for 2025.</p>		
<p>RECOMMENDATION: No recommendations at this time.</p>		
<p>ATTACHMENTS: None.</p>		