

**CITY OF TWO HARBORS**  
**COMMITTEE OF THE WHOLE/AGENDA MEETING**

January 23, 2023

5:00 p.m.      Call to order.

- Appearances:
1.      Josie Olson, MnDOT and other representatives, re: Highway 61 Project.
  2.      Erik Wedge, DSGW, re: Liquor Store design.
  3.      Brian Guldán, Bolton & Menk, re: Water Treatment Plant Project.

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 23, 2023

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

Roll call:

Pledge of Allegiance:

Additions or Changes to the Agenda:

[M] Approval of the Agenda.

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

**Appearances:**

1. Tom Furman, Executive Director, City HRA  
Re: requesting an ordinance variance for legal counsel.
2. Jay Cole, re: RAIML (Robots, Artificial Intelligence, Machine Learning) and the homeless crisis.

**Administrative Reports:**

**Committee Reports:**

Utilities Committee  
Personnel Committee  
Trees & Trails Commission  
Public Affairs Committee

Other.

[R] **Approving the Consent Agenda Items:**

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

1. Approving minutes from the January 9, 2023 Regular City Council meeting.

2. Allowing claims against the City of Two Harbors to be paid on January 24, 2023.
3. Approving payroll for the first half of January, 2023.
4. Authorizing payment to Bolton & Menk in the amount of \$1,312.50 for professional services for revision of wetland delineation, review ESA report findings and options for next steps for the parcel located between the Water and Wastewater Treatment Plants.
5. Authorizing payment to Bolton & Menk in the amount of \$1,250 for general engineering services from October 29 – November 25, 2022, for coordination with staff on CIP and GIS assistance with website management and mapping.
6. Authorizing payment to Bolton & Menk in the amount of \$14,121.50 for engineering services for the 2021 & 2022 Street Improvement Project.
7. Authorizing payment to Bolton & Menk in the amount of \$39,941 for professional services for the 2023 – 2024 Street Improvement Project.
8. Authorizing payment to Bolton & Menk in the amount of \$8,455 for professional services for the Odegard Trail Project.
9. Authorizing payment to Bolton & Menk in the amount of \$7,761 for the Liquor Store Project.
10. Authorizing payment to Bolton & Menk in the amount of \$955 for professional services for the MnDOT Reconstruction Project.
11. Authorizing the purchase of a Ford pickup truck for the Sewer Collection department from Ford of Hibbing, MN for an amount of \$48,937.16 through the State Bid Program.
12. Authorizing the purchase of a 2023 Dodge pickup for the Gas Distribution Department from Dodge of Burnsville, through the State Bid Program for an amount of \$37,556.
13. Certifying assessments to the Lake County Auditor, for certain delinquent utility charges against a certain parcel within the City.
14. Referring to the Personnel Committee, the request of Dave Ellquist, for permission to carry over two floating holidays into 2023 and for compensation for his work on the New Years and Martin Luther King holidays.
15. Authorizing a conditional offer of employment for the position of Electronic Data Processing Technician at City Hall
16. Authorizing a conditional offer of employment for the position of Permanent Part Time Liquor Store Clerk to Shane Sweeney.
17. Awarding the internal bids of Carl Henry and Craig Jussila for the position of Public Works Specialist II.

18. Approving the request of the Water and Wastewater Treatment Plant Superintendent to allow Clayton Anderson and Will Rueckert to attend the MRWS Annual Water & Wastewater Technical Conference in St. Cloud.
19. Authorizing the Mayor and City Clerk to execute and deliver a memorandum of understanding between the City and Teamsters Local 346 altering certain terms and conditions of employment as described in the current Labor Agreement for new employee, Sean Jones due to his extensive experience as a Police Officer.
20. Accepting with regret, the letter from Karrie Seeber, announcing her intention to retire effective June 1, 2023, and authorizing a letter of appreciation for her years of service and dedication to the City of Two Harbors.

**Communications:**

1. A memorandum from Joe Rhein, Bolton & Menk, providing an update on the Odegard Park Trail Project.

**Unfinished Business:**

Other.

**New Business:**

1. [R] Consider authorizing compensation for Councilor Hefter to attend meetings of ...
2. [R] Consider authorizing compensation for Councilor Glaser to attend meetings of ...
3. [R] Consider authorizing compensation for Councilor Kasell to attend meetings of ...
4. [R] Consider authorizing compensation for Councilor Passe to attend meetings of ...
5. [R] Consider authorizing compensation for Councilor Erickson to attend meetings of ...
6. [R] Consider authorizing compensation for Councilor Redden to attend meetings of ...
7. [R] Designating the official newspaper for the City of Two Harbors for the remainder of 2023.
8. [M] Accepting the recommendation of the Personnel Committee for the City Administrator hiring process as follows: selecting the top six applicants as candidates for this position; adopting the interview process schedule as presented and/or modified; approving the reimbursement, supported by receipts, of up to \$500



for lodging, meals and transportation, which must be submitted by February 10, 2023 for candidates only.

9. [R] Authorizing and directing the Mayor and City Clerk to execute a Memorandum of Understanding between the City of Two Harbors, the Cities of Silver Bay and Beaver Bay and the entity that provides Fire Department Service for Finland for the Assistance to Firefighters Regional Grant Application for the purchase of self-contained breathing apparatus.
10. [R] Approving plans and specifications and authorizing an advertisement for bids for the Treatment Plant Improvement Project.
11. [M] Closing the meeting to discuss pending litigation strategy.

Other.

**Adjourn:**



③ 3D VIEW 2



③ 3D VIEW 1



③ FRONT FACADE  
312'-10"



③ STREET SIDE FACADE  
312'-10"



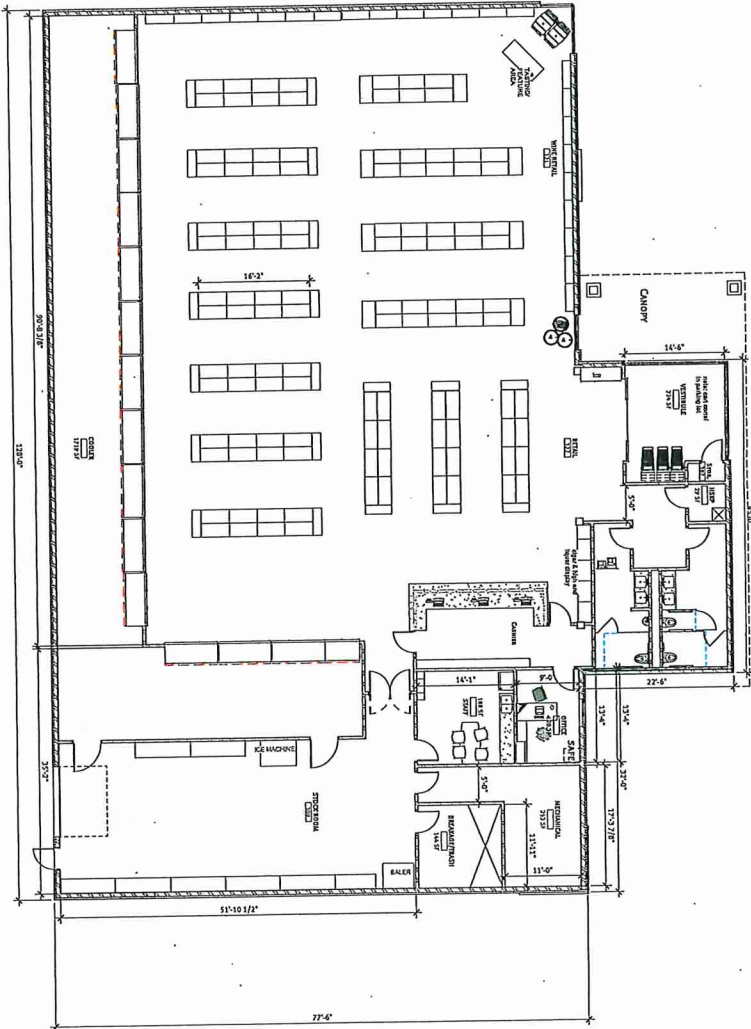
③ BACK FACADE  
312'-10"



③ SIDE FACADE  
312'-10"

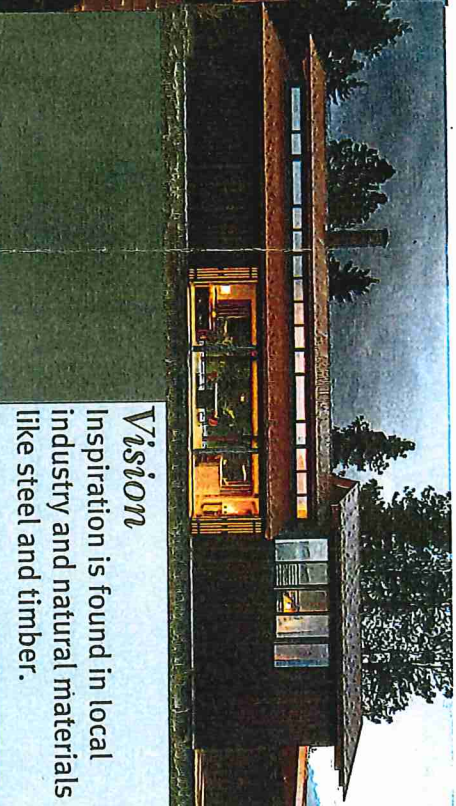
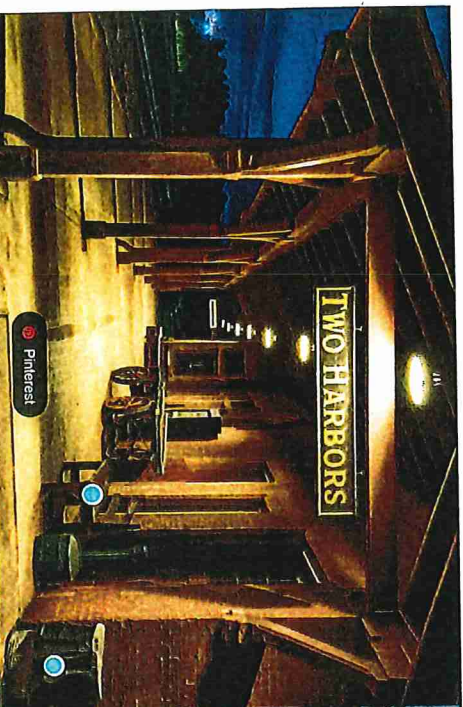
① SCHEMATIC FLOOR PLAN LAYOUT  
1/8" = 1'-0"

NOTES: DIMENSIONS IN FEET

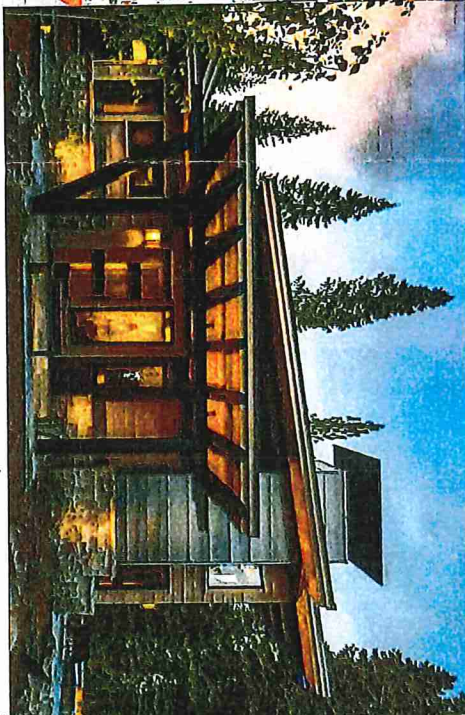




## TWO HARBORS MUNICIPAL LIQUOR STORE Inspiration Board



*Vision*  
Inspiration is found in local  
industry and natural materials  
like steel and timber.







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

## MEMORANDUM

**Date:** January 23, 2023  
**To:** City Council  
**From:** Brian Guldán, P.E.  
Joe Rhein, P.E.  
  
**RE:** Water Treatment Improvements  
City of Two Harbors, MN  
Project No.: M24.119641

Plans and specifications have been developed for the bidding and construction of the Two Harbors Water Treatment Plant (WTP) Improvements. This project addresses the water loss caused by the leaking chlorine contact tank, Minnesota Department of Health code violations issues, and building deterioration which needs protection. It also includes add alternate bids items to replace the 40+ year old pressure relief stations including new pressure relief valves to protect against high-pressure surges and watermain breaks in the Homewood service area. The PRV station improvements will be added to the project if pricing is favorable and within budget. A map of the Homewood service area and PRV stations is enclosed for your reference.

Other improvements incorporated into this project include:

- SCADA upgrades to provide redundancy between the WWTF and WTP
- A lake lookout on the top of the chlorine contact tank
- Additional parking for the trail
- Better access to the South side of the plant for chemical deliveries including trail realignment with the new road (see enclosed site plan).

In addition to the above improvements, the main WTP building will undergo exterior restoration by removing the existing veneer and installing a new cement board panel system. This system will prevent moisture intrusion and extend the life of the building. A rendering of the restored building and new chlorine contact tank is shown below.

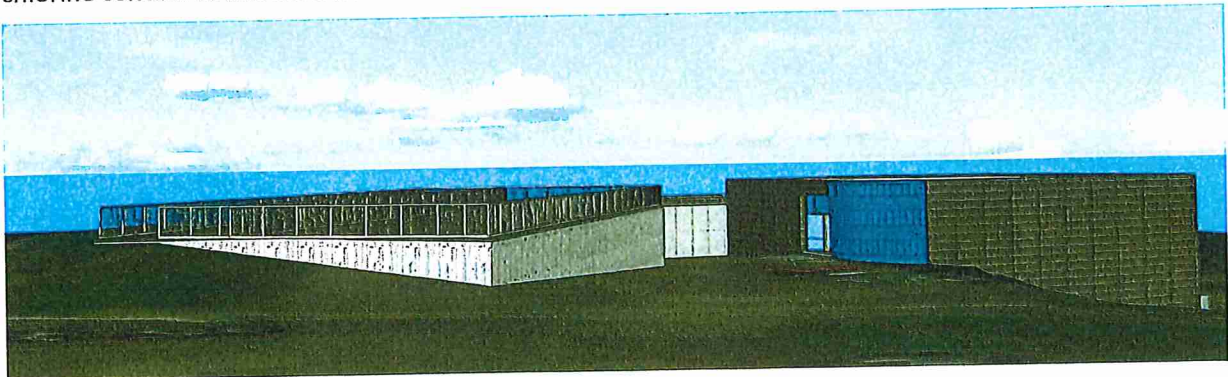


Table 1 below provides the opinion of probable costs based on current market trends. As shown, the PRV station work is estimated at approximately \$1.0M and will be an add alternate item which can be added or removed from the project based on the city's discretion once the bids are received. It should also be noted that the city has already been awarded a Water Infrastructure Fund (WIF) grant totaling approximately \$4.0M for this project. WIF grants are capped at 80% of the project cost with a maximum grant of \$5.0M. If actual bid prices create additional grant needs, it is anticipated the city would likely be able to obtain the maximum grant of \$5.0M when additional grant dollars become available in late 2024 (pending a bonding bill).

Table 1: Opinion of Probable Costs	
Item	2023 Cost
Mobilization, Bonds, Insurance	\$500,000
Site Piping/Excavation	\$800,000
Site Paving/Restoration	\$400,000
Rock Excavation	\$190,000
Demo Existing Tank	\$225,000
Concrete and Rebar	\$1,500,000
Building Rehabilitation	\$950,000
Electrical and Controls	\$500,000
PRV Stations (Add Alternate Bid Item)	\$975,000
Contingencies (20%)	\$660,000
<b>Construction Subtotal</b>	<b>\$6,700,000</b>
Engineering Design	\$400,000
Engineering Construction	\$600,000
Total	\$7,700,000
<b>Total Estimated Cost Range (+/- 20%)</b>	<b>\$6.5M - \$8.7M</b>
Funding Secured (WIF Grant)	\$4,000,000
Funding Potential	\$5,000,000
<b>City Financing</b>	<b>\$1.5M-\$3.7M</b>

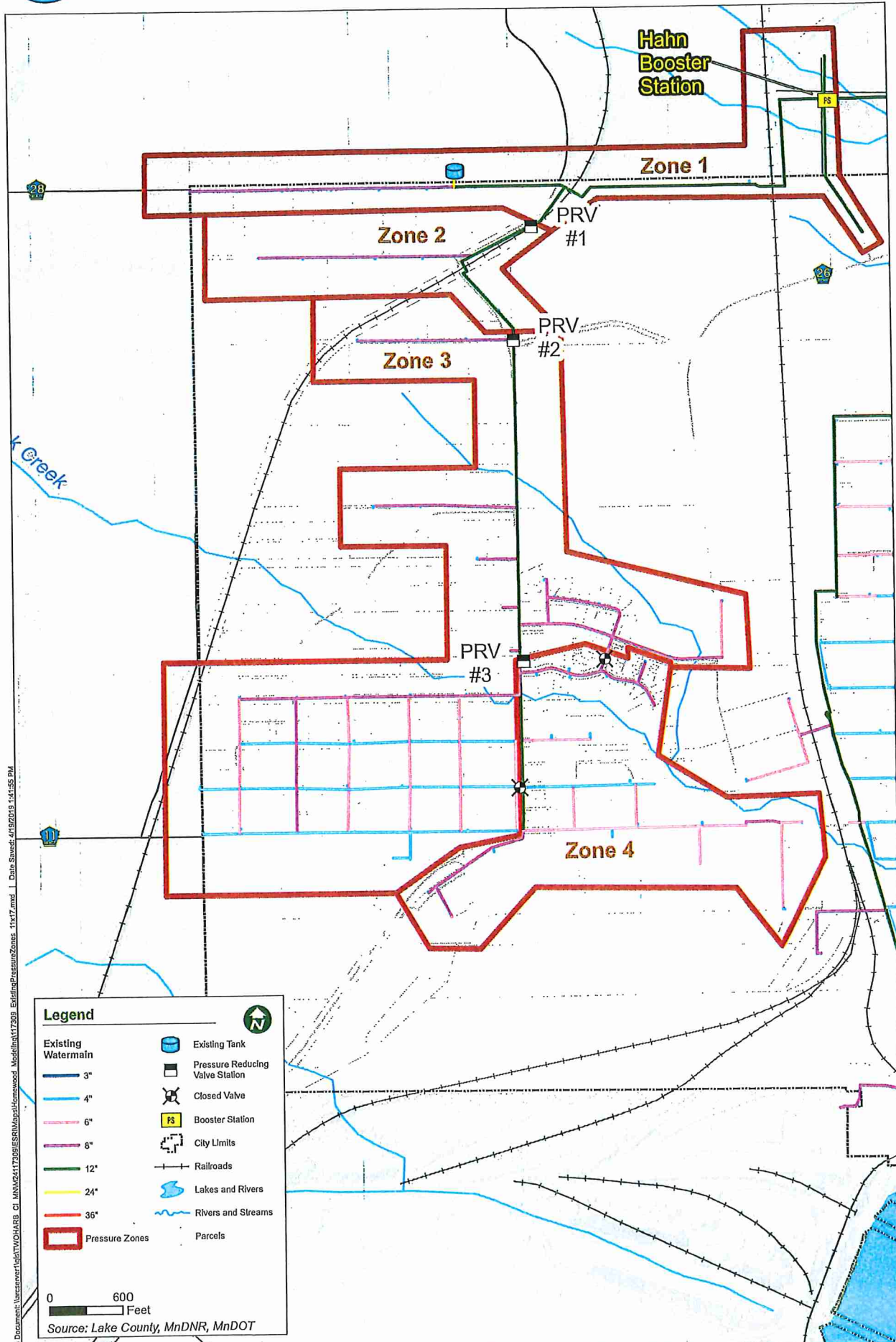
Name: City Council  
Date: January 23, 2023  
Page: 3

Enclosed with this memo is the Advertisement for Bids for the Water Treatment Plant Improvements. It is currently anticipated that bid opening will occur on March 14<sup>th</sup> based on the below schedule. However, if the council is comfortable approving the project for bid at the January 23 City Council meeting, we can accelerate the bid date and move it up to February 21<sup>st</sup>.

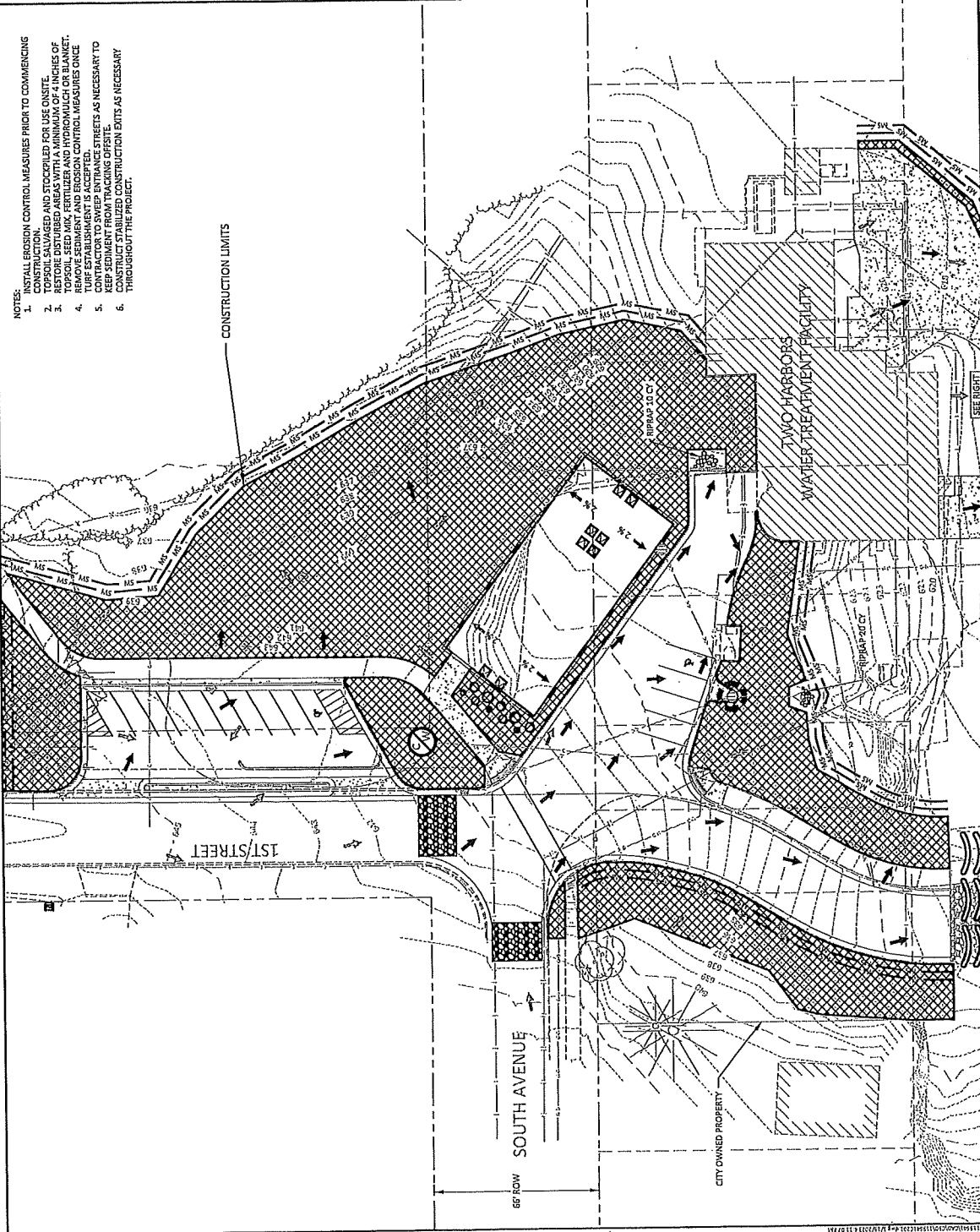
- Council Plan and Specification Approval February 13<sup>th</sup>
- Advertise for Bid in Official Newspaper February 17<sup>th</sup> and March 3<sup>rd</sup>
- Advertise for Bid on Quest February 15<sup>th</sup>
- Pre-bid Meeting for Contractors to Review February 28<sup>th</sup> at 1:00 p.m.  
Site Details and Become Familiar with the Project
- Bid Opening March 14<sup>th</sup>
- Council Meeting to Review and Award Bids March 20<sup>th</sup>
- Execute Contracts April 5<sup>th</sup>
- Anticipated Construction Completion Fall 2024

We will be in attendance at the January 23, 2023 City Council meeting to discuss this project in more detail. If you have any questions, please feel free to contact Brian at 612-499-0533.

Enclosures: Homewood System and Pressure Zones  
Site Plan  
Advertisement for Bid

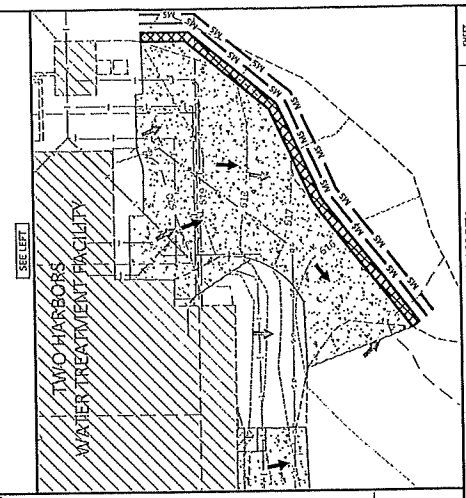
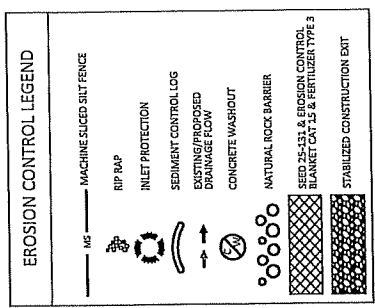






- NOTES:
1. INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING CONSTRUCTION.
  2. FILL ALL GULLIES AND STOCKPILES FOR USE ON-SITE.
  3. RESTORE DISTURBED AREAS WITH A MINIMUM OF 4 INCHES OF TOPSOIL, SEED MIX, FERTILIZER AND HYDROMULCH OR BLANKET.
  4. REMOVE SEDIMENT AND EROSION CONTROL MEASURES ONCE CONSTRUCTION IS COMPLETED.
  5. KEEP SEDIMENT FROM TRACKING OFF-SITE.
  6. CONSTRUCT STABILIZED CONSTRUCTION EXITS AS NECESSARY THROUGHOUT THE PROJECT.

CONSTRUCTION LIMITS



**BOLTON & MENK**

4600 MILLER TRAIL, SUITE 350  
DULUTH, MN 55812  
Phone: (218) 725-2233  
Email: BM@boltonmenk.com  
www.boltonmenk.com

DATE: 01/19/23

BY: [Signature]

PROJECT NO.: 58712

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	12-15-22
2	REVISED	1-19-23

TWO HARBORS, MINNESOTA

WATER TREATMENT FACILITY IMPROVEMENTS

EROSION CONTROL PLAN

1ST STREET - SOUTH AVENUE

SHEET

2.08

## ADVERTISEMENT FOR BIDS

### WATER TREATMENT FACILITY IMPROVEMENTS

CITY OF TWO HARBORS  
TWO HARBORS, MN

**RECEIPT AND OPENING OF PROPOSALS:** Proposals for the work described below will be received online through QuestCDN.com until 2:00 p.m. on Tuesday, March 14, 2023, at which time the bids will be opened and publicly read through Microsoft Teams. Please use the below link or call-in number/Conference ID to see and/or hear the bid opening results:

1. Microsoft Teams Link: <https://bit.ly/TwoharborsWTFbid>
2. Call: 612-428-8778 / Conference ID: 829 773 365#.

**DESCRIPTION OF WORK:** The work includes the construction of approximately:

1. Construction of a new chlorine contact tank & two new pressure reducing valve (PRV) stations.
2. Modify & install new process piping.
3. Process electrical, control and instrumentation.
4. Demolition of existing equipment, piping and structures.

together with numerous related items of work, all in accordance with Plans and Specifications. This project is subject to Prevailing Wage Rates, Buy American Iron and Steel Provisions, and Responsible Contractor Certification.

**COMPLETION OF WORK:** Work shall be substantially complete by July 31, 2024.

**PLAN HOLDERS LIST, ADDENDUMS AND BID TABULATION:** The plan holders list, addendums and bid tabulations will be available for download on-line at [www.questcdn.com](http://www.questcdn.com) or [www.bolton-menk.com](http://www.bolton-menk.com).

**TO OBTAIN BID DOCUMENTS:** Complete digital project bidding documents are available at [www.questcdn.com](http://www.questcdn.com) or [www.bolton-menk.com](http://www.bolton-menk.com). You may view the digital plan documents for free by entering Quest project #8375364 on the website's Project Search page. Documents may be downloaded for \$50.00. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, viewing, downloading, and working with this digital project information.

**BID SUBMITTAL:** A bid shall be submitted online no later than the date and time prescribed. For this project, the City will only be accepting online electronic bids through QuestCDN. To access the electronic bid form, download the project document and click online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted.

**BID SECURITY:** A Proposal Bond in the amount of not less than 5 percent of the total amount bid, drawn in favor of City of Two Harbors shall accompany each bid.

**OWNER'S RIGHTS RESERVED:** The Owner reserves the right to reject any or all bids and to waive any irregularities and informalities therein and to award the Contract to other than the lowest bidder if, in their discretion, the interest of the Owner would be best served thereby.

**DATED:** \_\_\_\_\_ /s/ Joel Dhein  
Interim City Administrator

Published:

Finance and Commerce:	,	,
QuestCDN:	,	,
Northshore Journal	,	,

\*\*\*\*END OF SECTION\*\*\*\*

\* \* \* \* \*

January 9, 2023

Regular meeting of the City Council of the City of Two Harbors, Minnesota, held on Monday, January 9, 2023, at 6:00 p.m.

The meeting was called to order by Interim Administrator Dhein.

Members present, Councilors: Hefter, Glaser, Kasell, Passe, Erickson, Redden. 6.

Others present: Interim Administrator, Dhein  
Finance Director, Pietila  
City Clerk, Nordean  
City Attorney, Costley.

Interim Administrator Dhein called for nominations for City Council President.

Motion by Erickson and Glaser that Councilor Redden be elected as City Council President for the next year. Carried by a unanimous yeas vote of all members present on roll call.

Councilor Redden assumed the position of City Council President and called for nominations for City Council Vice President.

Motion by Glaser and Passe that Councilor Erickson be elected as City Council Vice President for the next year. Carried by a unanimous yeas vote of all members present on roll call.

Clerk Nordean requested that Consent Agenda 9 regarding the designation of the City's Official Newspaper for 2023 be tabled and that New Business 4 be added to include a resolution authorizing expenses for Councilors and administrative staff wishing to attend Capital Days.

Motion by Erickson and Glaser approving the agenda with the changes requested. Carried by a unanimous yeas vote of members present on roll call.

**Appearances:**

Jay Cole, 716 Sixth Avenue was present and addressed the Council regarding a proposed machine learning training center that he is working on. He distributed literature regarding machine learning and indicated that there will be a soft grand opening sometime soon.

**Planning Commission:**

Councilor Passe reported the Planning Commission conducted a public hearing on a proposed subdivision on Lighthouse Point. He explained that there are a number of issues to be dealt with, such as wetlands, easements, density and stormwater management, however, the Planning

Commission agreed to move forward with the next steps required for the process, which will require resolution of the issues which were raised.

Motion by Passe and Hefter that the following consent agenda items:

1. Approving minutes from the December 12, 2022 Regular City Council meeting.
2. **RESOLUTION NO. 1-1-23-23 ALLOWING CLAIMS AGAINST THE CITY OF TWO HARBORS, IN THE AMOUNT OF \$1,807,877.71.**
3. Approving payroll for the second half of December, 2022, in the amount of \$276,395.60.
4. **RESOLUTION NO. 1-2-23 APPOINTING THE LAKE COUNTY ATTORNEY'S OFFICE TO PROVIDE LEGAL SERVICES FOR CRIMINAL MATTERS FOR THE CITY.**
5. **RESOLUTION NO. 1-3-23 CONFORMING TO THE DICTATES OF THE TWO HARBORS HOME CHARTER AND AMENDMENTS THERETO.**
6. **RESOLUTION NO. 1-4-23 AFFIRMING THE CODE OF CONDUCT AND ETHICS FOR THE CITY OF TWO HARBORS FOR 2023.**
7. **RESOLUTION NO. 1-5-23 APPOINTING JIM RICH TO PROVIDE BUILDING OFFICIAL CONSULTING SERVICES FOR THE CITY.**
8. **RESOLUTION NO. 1-6-23 APPOINTING COSTLEY & MORRIS, P.C. TO PROVIDE LEGAL SERVICES FOR CIVIL MATTERS FOR THE CITY.**
10. **RESOLUTION NO. 1-7-23 ADOPTING ROBERT'S REVISED RULES OF ORDER AS AUTHORITY FOR MEETINGS OF THE CITY COUNCIL.**
11. **RESOLUTION NO. 1-8-23 DESIGNATING DEPOSITORIES FOR CITY FUNDS IN 2023.**
12. **RESOLUTION NO. 1-9-23 AUTHORIZING THE SIGNING OF THE NOTIFICATION TO BROKER AND CERTIFICATION BY BROKER FORM FOR INVESTMENTS WITH UBS.**
13. **RESOLUTION NO. 1-10-23 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. **RESOLUTION NO. 1-11-23 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. **RESOLUTION NO. 1-12-23 AUTHORIZING PAYMENT TO BOLTON & MENK IN THE AMOUNT OF \$25,698 FOR THE 2023 – 2024 STREET IMPROVEMENT PROJECT.**
16. **RESOLUTION NO. 1-13-23 AUTHORIZING PAYMENT TO BOLTON & MENK IN THE AMOUNT OF \$7,594 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE 2021 – 2022 STREET IMPROVEMENT PROJECT.**
17. **RESOLUTION NO. 1-14-23 AUTHORIZING PAYMENT TO BOLTON & MENK IN THE AMOUNT OF \$1,012.50 FOR GENERAL ENGINEERING SERVICES FROM OCTOBER 1 – 31, 2022.**
18. **RESOLUTION NO. 1-15-23 AUTHORIZING PAYMENT TO BOLTON & MENK IN THE AMOUNT OF \$8,767.50 FOR PROFESSIONAL ENGINEERING SERVICES FOR THE MUNICIPAL LIQUOR STORE PROJECT.**
19. **RESOLUTION NO. 1-16-23 AUTHORIZING PAYMENT TO BOLTON & MENK IN THE AMOUNT OF \$8,367.50 FOR ENGINEERING SERVICES FOR THE ODEGARD TRAIL PROJECT.**
20. **RESOLUTION NO. 1-17-23 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. **RESOLUTION NO. 1-18-23 AUTHORIZING PAYMENT TO WSB IN THE AMOUNT OF \$870 FOR MATERIALS TESTING SERVICES FOR THE WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT.**
22. **RESOLUTION NO. 1-19-23 AUTHORIZING THE GRANT INITIATION PACKET FOR THE 2023 BEACON REPLACEMENT PROJECT AT THE AIRPORT.**
23. **RESOLUTION NO. 1-20-23 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. **RESOLUTION NO. 1-21-23 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. **RESOLUTION NO. 1-22-23 AUTHORIZING RENEWAL OF THE CITY'S ANNUAL MEMBERSHIP IN THE RANGE ASSOCIATION OF MUNICIPALITIES AND 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. **RESOLUTION NO. 1-23-22 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.

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

**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, Bolton & Menk, providing a progress update on the Wastewater Treatment Plant Improvement Project.

**New Business:**

Motion by Erickson and Glaser that **RESOLUTION NO. 1-24-23 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** be adopted as read. Carried by a unanimous yea vote of all members present on roll call.

Motion by Hefter and Erickson calling a special meeting for the purpose of a presentation by Paul Lamare on the Edna G. Tugboat with a date to be determined. Carried.

Motion by Erickson and Passe that the Interim City Administrator convey to MnDOT, that the Council is supportive of the project and letting them know that at this time, they do not have a specific recommendation as to the portions, just yet, but they would like to work with our legislators to find out if we can secure the full funding. Carried. Dhein indicated his intention to also asked if by the time said funding could be received, it would be too late to continue with the project.

Motion by Erickson and Passe that **RESOLUTION NO. 1-25-23 AUTHORIZING EXPENSES FOR COUNCILORS AND STAFF WISHING TO ATTEND CAPITOL DAYS** be adopted as read. Carried by a unanimous yea vote of all members present on roll call.

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

---

Ben Redden, President, City Council

---

Patricia D. Nordean, City Clerk



**CITY OF TWO HARBORS  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

<b>Originating Staff:</b> Miranda Pietila	<b>Department:</b> Water & Sewer Fund	<b>Date:</b> 01/23/2023
<b>Agenda Item Subject:</b> Consider approving invoice to Bolton & Menk for professional services for Parcel 23-7600-06600 for \$1,312.25.	<b>Fiscal Impact:</b> Water and Wastewater Construction Funding	
<b>BACKGROUND:</b> Submitting invoice for Bolton & Menk engineering services for \$1,312.25 from October 29 <sup>th</sup> to November 25 <sup>th</sup> for revision of wetland delineation, review ESA Report findings and options for next steps for the Parcel 23-7600-06600, the city acquired for the WWTP project and Water Plant Project. Total engineering contract was for \$63,100, remaining funds are \$47,348.75.		
<b>COUNCIL ACTION REQUESTED:</b> Approve invoice for \$1,312.50 to Bolton & Menk.		
<b>RECOMMENDATION:</b> Approve invoice for \$1,312.50 to Bolton & Menk.		
<b>ATTACHMENTS:</b> 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](http://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

December 21, 2022  
 Project No: 0U1.128426  
 Invoice No: 0303632  
 Client Account: TWOHARB\_CI\_MN

**Two Harbors/Parcel 23-7600-06600****Professional Services from October 29, 2022 to November 25, 2022**

Project Management (001)  
 Project Management, Coordination and Correspondence

**Professional Services**

	Hours	Amount	
Principal	1.00	193.00	
Totals	1.00	193.00	
<b>Total Labor</b>			<b>193.00</b>
<b>Total this Task</b>			<b>\$193.00</b>

**Research and Data Collection (002)**

Revise Wetland Delineation Report and Figure as Requested by Lake County; Braun Intertec Meetings with City Staff on October 6th and Utilities Committee on October 19th to Discuss Phase I ESA Report Findings and Options for Next Steps

**Professional Services**

	Hours	Amount	
Specialist	4.50	463.50	
Totals	4.50	463.50	
<b>Total Labor</b>			<b>463.50</b>

**Reimbursable Expenses**

Braun Intertec Corporation	655.75	
<b>Total Reimbursables</b>	<b>655.75</b>	<b>655.75</b>
<b>Total this Task</b>		<b>\$1,119.25</b>
<b>Total this Invoice</b>		<b>\$1,312.25</b>



**CITY OF TWO HARBORS  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

<b>Originating Staff:</b> Miranda Pietila	<b>Department:</b> General Fund	<b>Date:</b> 01/23/2023
<b>Agenda Item Subject:</b> Consider approving invoice to Bolton & Menk for general engineering services for \$1,250.00.	<b>Fiscal Impact:</b> General Services are budgeted for in 2023 in the General Fund	
<b>BACKGROUND:</b> Submitting invoice for Bolton & Menk engineering services for \$1,250.00 from October 29 <sup>TH</sup> to November 25 <sup>th</sup> . This is for coordination with staff on CIP and GIS assistance with website management and mapping.		
<b>COUNCIL ACTION REQUESTED:</b> Approve invoice for \$1,250.00 to Bolton & Menk.		
<b>RECOMMENDATION:</b> Approve invoice for \$1,250.00 to Bolton & Menk.		
<b>ATTACHMENTS:</b> 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](http://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

December 21, 2022  
Project No: 001.123538  
Invoice No: 0303617  
Client Account: TWOHARB\_CI\_MN

**Two Harbors/General Professional Service**

Professional Services from October 29, 2022 through November 25, 2022:

\$ 150.00 - GIS: Assistance with Website Management and Mapping

\$ 750.00 - Capital Improvement Plan: November 14th Staff Meeting; Prepare Updated Maps

\$ 900.00 - Task 001 Total

## Reduced Rate Services (001)

**Professional Services**

	Hours	Amount	
Principal	6.50	487.50	
Project Engineer	5.50	412.50	
Totals	12.00	900.00	
Total Labor			900.00
Total this Task			\$900.00

## Standard Rate Services (002)

Assistance with Information for Lake County SWCD Project for Ditch to Agate Bay

**Professional Services**

	Hours	Amount	
Project Engineer	2.50	350.00	
Totals	2.50	350.00	
Total Labor			350.00
Total this Task			\$350.00

## No-Charge Meeting Attendance (003)

Prepare For and Attend the Following Meetings:

- City Council Special Meeting - November 7th
- City Council Regular Meeting - November 14th

**Professional Services**

	Hours	Amount	
Principal	9.50	1,833.50	
Totals	9.50	1,833.50	
Total Labor			1,833.50

**Additional Fees**

Meetings - No Charge		-1,833.50	
Total Additional Fees		-1,833.50	-1,833.50
Total this Task			0.00

Project	0U1.123538	Two Harbors/General Professional Service	Invoice	0303617
Total this Invoice				\$1,250.00



**CITY OF TWO HARBORS  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

<b>Originating Staff:</b> Miranda Pietila	<b>Department:</b> Street Improvement Fund	<b>Date:</b> 01/23/2023
<b>Agenda Item Subject:</b> Consider approving invoice to Bolton & Menk for professional services for the 2021 & 2022 Street Improvement Project for \$14,121.50.	<b>Fiscal Impact:</b> Funds are budgeted for Street Improvement Project	
<b>BACKGROUND:</b> Submitting invoice for Bolton & Menk engineering services for \$14,121.50 from October 29 <sup>th</sup> to November 25 <sup>th</sup> 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 \$66,133.45.		
<b>COUNCIL ACTION REQUESTED:</b> Approve invoice for \$14,121.50 to Bolton & Menk.		
<b>RECOMMENDATION:</b> Approve invoice for \$14,121.50 to Bolton & Menk.		
<b>ATTACHMENTS:</b> Invoice from Bolton & Menk		

**INVOICE**

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](http://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

December 21, 2022  
Project No: N16.121170  
Invoice No: 0303611  
Client Account: TWOHARB\_CI\_MN

**Two Harbors/2021-2022 Street Improvement****Professional Services from October 29, 2022 to November 25, 2022****Project Management (001)**

Project Management, Coordination and Correspondence; Perform Assessment Calculations; Prepare Proposed Final Assessment Roll and Review with City Staff; Coordination for Public Hearing Notice; Review and Respond to Property Owner Questions Regarding Assessments; Prepare Presentation and Materials for Public Assessment Hearing

**Professional Services**

	Hours	Amount	
Principal	53.00	10,229.00	
Project Engineer	18.00	2,610.00	
Totals	71.00	12,839.00	
Total Labor			12,839.00
Total this Task			\$12,839.00

**Construction Admin/Observation-City Aves (007)**

Review Construction Quantities and Prepare Information for Assessment Calculations

**Professional Services**

	Hours	Amount	
Project Engineer	9.50	1,282.50	
Totals	9.50	1,282.50	
Total Labor			1,282.50
Total this Task			\$1,282.50
Total this Invoice			\$14,121.50



**CITY OF TWO HARBORS  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

<b>Originating Staff:</b> Miranda Pietila	<b>Department:</b> Street Improvement Fund	<b>Date:</b> 01/23/2023
<b>Agenda Item Subject:</b> Consider approving invoice to Bolton & Menk for professional services for the 2023 & 2024 Street Improvement Project for \$39,941.	<b>Fiscal Impact:</b> Funds are budgeted for Street Improvement Project	
<b>BACKGROUND:</b> Submitting invoice for Bolton & Menk engineering services for \$39,941 from October 29 <sup>th</sup> to November 25 <sup>th</sup> for preliminary design of the 2023 & 2024 Street Improvement Project. Total engineering contract for final design services are \$412,750, approved at the October 24 <sup>th</sup> Council meeting, remaining funds are \$372,809.00.		
<b>COUNCIL ACTION REQUESTED:</b> Approve invoice for \$39,941 to Bolton & Menk.		
<b>RECOMMENDATION:</b> Approve invoice for \$39,941 to Bolton & Menk.		
<b>ATTACHMENTS:</b> 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](http://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

December 21, 2022  
Project No: 0U1.127379  
Invoice No: 0303615  
Client Account: TWOHARB\_CI\_MN

**Two Harbors/2023-2024 Street Improvement****Professional Services from October 29, 2022 to November 25, 2022**

Project Management (001)

Project Management, Coordination and Correspondence

**Professional Services**

	Hours	Amount	
Principal	2.50	487.50	
Totals	2.50	487.50	
Total Labor			487.50
Total this Task			\$487.50

Final Design - City (005)

Flow Metering of Trunk Sanitary Sewer on 6th Avenue; Storm Sewer Modeling and Design; Begin Preparation of Detailed Plans; On-Site Meetings with Residents to Review Proposed Improvements

**Professional Services**

	Hours	Amount	
Principal	.50	96.50	
Design Engineer	90.50	11,460.00	
Project Engineer	121.50	17,547.50	
Survey Technician	7.00	1,050.00	
Technician	21.50	2,365.00	
Project Manager	19.50	3,120.00	
Totals	260.50	35,639.00	
Total Labor			35,639.00
Total this Task			\$35,639.00

Final Design Coordination - County (015)

Coordination with County Design Team; Coordination Regarding Box Culvert; Prepare Storm Sewer Design Information and Project Tabulations Required for State Aid Review

**Professional Services**

	Hours	Amount	
Principal	.50	96.50	
Design Engineer	9.00	1,098.00	
Project Engineer	12.00	1,740.00	
Technician	8.00	880.00	
Totals	29.50	3,814.50	
Total Labor			3,814.50



Project	0U1.127379	Two Harbors/2023-2024 Street Improvement	Invoice	0303615
Total this Task				\$3,814.50
Total this Invoice				\$39,941.00



**CITY OF TWO HARBORS  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

<b>Originating Staff:</b> Miranda Pietila	<b>Department:</b> Capital Equipment Fund	<b>Date:</b> 01/23/2023
<b>Agenda Item Subject:</b> Consider approving invoice to Bolton & Menk for professional services for the Odegard Trail Project for \$8,455.00.	<b>Fiscal Impact:</b> 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.	
<b>BACKGROUND:</b> Submitting invoice for Bolton & Menk engineering services for \$8,455.00 from October 29 <sup>th</sup> to November 25 <sup>th</sup> 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 \$10,177.50.		
<b>COUNCIL ACTION REQUESTED:</b> Approve invoice for \$8,455.00 to Bolton & Menk.		
<b>RECOMMENDATION:</b> Approve invoice for \$8,455.00 to Bolton & Menk.		
<b>ATTACHMENTS:</b> Invoice from Bolton & Menk		

**INVOICE**

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](http://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

December 21, 2022  
Project No: 0U1.127512  
Invoice No: 0303631  
Client Account: TWOHARB\_CI\_MN

**Two Harbors/Odegard Trail****Professional Services from October 29, 2022 to November 25, 2022**

Design (003)

Continue Preliminary Design and Begin Preparation of Plans

**Professional Services**

	Hours	Amount	
Project Engineer	9.00	1,305.00	
Technician	65.00	7,150.00	
Totals	74.00	8,455.00	
Total Labor			8,455.00
Total this Task			\$8,455.00
Total this Invoice			\$8,455.00



**CITY OF TWO HARBORS  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

<b>Originating Staff:</b> Miranda Pietila	<b>Department:</b> Liquor Store Fund	<b>Date:</b> 01/23/2023
<b>Agenda Item Subject:</b> Consider approving invoice to Bolton & Menk for professional services for the Liquor Store Project for \$7,761.00.	<b>Fiscal Impact:</b> 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.	
<b>BACKGROUND:</b> Submitting invoice for Bolton & Menk engineering services for \$7,761.00 from October 29 <sup>th</sup> to November 25 <sup>th</sup> for preliminary design, topographic surveys and field delineations for wetlands for the Liquor Store Project. Total engineering contract was \$42,250, remaining funds are \$25,721.50.		
<b>COUNCIL ACTION REQUESTED:</b> Approve invoice for \$7,761.00 to Bolton & Menk.		
<b>RECOMMENDATION:</b> Approve invoice for \$7,761.00 to Bolton & Menk.		
<b>ATTACHMENTS:</b> Invoice from Bolton & Menk		


**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](http://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

December 21, 2022  
Project No: 0U1.129441  
Invoice No: 0303629  
Client Account: TWOHARB\_CI\_MN

**Two Harbors/Municipal Liquor Store**

Professional Services through November 25, 2022:

## Topographic Survey (002)

**Professional Services**

	Hours	Amount	
Survey Technician	21.00	3,150.00	
Graduate Surveyor	3.00	405.00	
Totals	24.00	3,555.00	
<b>Total Labor</b>			<b>3,555.00</b>
<b>Total this Task</b>			<b>\$3,555.00</b>

## Wetland Delineations (003)

**Professional Services**

	Hours	Amount	
Specialist	39.50	4,106.00	
Totals	39.50	4,106.00	
<b>Total Labor</b>			<b>4,106.00</b>

**Reimbursable Expenses**

Misc. Reimbursable Expense			
10/6/2022 Lake County	Wetland Delineation Application Fee	100.00	
<b>Total Reimbursables</b>		<b>100.00</b>	<b>100.00</b>

**Total this Task** **\$4,206.00**

**Total this Invoice** **\$7,761.00**



**CITY OF TWO HARBORS  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

<b>Originating Staff:</b> Miranda Pietila	<b>Department:</b> Street Improvement Fund	<b>Date:</b> 01/23/2023
<b>Agenda Item Subject:</b> Consider approving invoice to Bolton & Menk for professional services for the MNDOT Reconstruction Project for \$955.00.	<b>Fiscal Impact:</b> Funds are budgeted for Street Improvement Project	
<b>BACKGROUND:</b> Submitting invoice for Bolton & Menk engineering services for \$955.00 from October 29 <sup>th</sup> to November 25 <sup>th</sup> for correspondence and meeting preparation for the MnDot reconstruction project. Total engineering contract was not to exceed \$50,000, remaining funds are \$7,061.50.		
<b>COUNCIL ACTION REQUESTED:</b> Approve invoice for \$955.00 to Bolton & Menk.		
<b>RECOMMENDATION:</b> Approve invoice for \$955.00 to Bolton & Menk.		
<b>ATTACHMENTS:</b> Invoice from Bolton & Menk		

**INVOICE**

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](http://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

December 21, 2022  
Project No: 0U1.126067  
Invoice No: 0303633  
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 29, 2022 to November 25, 2022**

Project Management and Meetings (001)

Project Management and Correspondence; Prepare for and Attend November 8th Meeting with MnDOT

**Professional Services**

	Hours	Amount	
Principal	2.50	482.50	
Project Engineer	3.50	472.50	
Totals	6.00	955.00	
Total Labor			955.00

Total this Task \$955.00

Total this Invoice \$955.00

# TWO HARBORS CITY COUNCIL



## AGENDA ITEM SUMMARY

**AGENDA ITEM SUBJECT:** *Pickup Truck*

**ORIGINATING SOURCE/DEPARTMENT:** *Sewer Collection*

**FUNDING SOURCE:** *Budgeted \$60,000*

**BACKGROUND:** *Replace Sewer collection pickup. We replace the utility trucks on a five year cycle and transfer old trucks to public works for their use. This truck is a 2 1/2 ton, regular chassis cab needed to transport sewer jetter and vacuum excavation trailer. A flatbed box will be installed for bringing larger items to work site.*

**ESTIMATED DATE OF COMPLETION:** **12/31/2023**

**COMMITTEE/COMMISSION RECOMMENDATION:** *2023 Dodge is unavaliable, Ford \$48,937.16, and Chev \$49,473.00 from the State Bid Pricing.*

**ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION:** *I recommend we purchase the Ford for \$48,937.16 from the State Bid Pricing through Ford of Hibbing, Hibbing, Minnesota.*



# 2023 FORD F-350 4X4 DRW CHASSIS CAB PRICING

cust:		contact:		
F-350	OPTIONS	OPTION PRICE	REG CAB F350 4x4 CHASSIS	
	OPTIONS		F3H	46,575.16
99N	7.3L GAS ENGINE	STD	X	STD
99T	6.7L DIESEL	9,096.00		-
99G	10 SPEED AUTO w/99N or 99M	STD	X	STD
X37	3.73 AXLE RATIO	STD	X	STD
X4N	4.10 LIMITED SLIP AXLE	360.00	X	360.00
X4L	4.30 LIMITED SLIP AXLE	351.00		-
	60" CA	STD	X	STD
	84" CA	162.00		-
TGJ	LT245/70R17E HWY	STD	X	STD
TBM	LT247/75R17E TRACTION	173.00	X	173.00
64J	ALUMINUM 17" WHEELS	546.00		-
512	SPARE TIRE and WHEEL	319.00		-
1A	VINYL 40/20/40 SLATE GRAY	N/C		-
1S	CLOTH 40/20/40 DARK SLATE REG CAB	91.00	X	91.00
1S	CLOTH 40/20/40 DARK SLATE CREW CAB	286.00		-
18B	PLATFORM RUNNING BOARDS REG CAB	291.00	X	291.00
18B	PLATFORM RUNNING BOARDS Super or Crew	405.00		-
592	CLEARANCE LIGHTS	STD	X	STD
67A	332 Amp Alternators (req. 6.7L Power Stroke® Diesel engine; required with 110V/400W Outlet (43C) and Snow Plow Pkg. (473) when the 6.7L is ordered)	STD w.99T		-
67B	410 Amp Dual Alternators (250 + 160 Amp; see alternaor charts for ordering requiremnts and restrictions; req. 6.7L Power Stroke® Diesel engine; required with Rapid-Heat Supplemental Cab Heater (41A), unless ordered with ★Pro Power Onboard – 2KW (43K), Ambulance (47A/47L) or Fire Truck (47J); req. 7.3L Gas reqs. Dual Battery (86M) – std on XLT & Lariat, required with 120V/400W Outlet (43C) on XL)	104.00	X	104.00
41A	RAPID-HEAT SUPPLEMENTAL HEATER	228.00		-
872	REAR VIEW CAMERA and PREP KIT	377.00	X	377.00
41P	SKID PLATES	91.00	X	91.00
61J	TIRE JACK (Incl w/SPARE TIRE)	50.00		-
61L	FRONT WHEEL WELL LINERS	164.00		-
41H	BLOCK HEATER	91.00	X	91.00
66S	UPFITTER SWITCHES	STD		-
65M	26.5 GALLON MIDSHIP FUEL TANK	114.00		-
65C	26.5 + 40 GALLON FUEL TANK DIESEL ONLY	569.00		-
43C	120V 400 W OUTLET (req DUAL BATTERIES 86M)	160.00	X	160.00
43K	Pro Power Onboard – 2KW (req. Dual Battery (86M) on F-250/F 350; will remove rear underseat storage on XLT and Lariat SuperCab; incl. Dual Alternators 12V 250 Amp + 24V 150 Amp)	897.00		-
86M	Dual Battery (Dual AGM 68 AH; incl. with Diesel engines; 6.8L and 7.3L Gas engine req. 410 Amp Dual Alternator (67B) or Pro Power Onboard_2KW (43K))	191.00	X	191.00
76C	EXTERIOR BACKUP CHIME	137.00		-
96V	XL VALUE PKG (Incl FOG LAMPS, BRIGHT GRILLE REMOTE START)	205.00	X	205.00
473	PLOW PREP PKG	228.00	X	228.00
	BRAKE CONTROLLER	STD	X	STD
AT	YELLOW	600.00		-
BY	SCHL OOL BUS YELLOW	600.00		-
D1	STONE GRAY	N/C		-
E4	VERMILLION RED	600.00		-
GR	GREEN	600.00		-
HX	ANTIMATTER BLUE	N/C		-
JS	ICONIC SILVER	N/C		-
MB	ORANGE	600.00		-
MT	CARBONIZED GRANITE	N/C	X	N/C
PQ	RACE RED	N/C		-
UM	AGATE BLACK	N/C		-
Z1	OXFORD WHITE	N/C		-
	TOTAL PRICE			48,937.16

# TWO HARBORS CITY COUNCIL



## AGENDA ITEM SUMMARY

**AGENDA ITEM SUBJECT:** *Pickup Truck*

**ORIGINATING SOURCE/DEPARTMENT:** *Gas Distribution*

**FUNDING SOURCE:** *Budgeted \$60,000*

**BACKGROUND:** *Replace Gas distribution pickup. We replace the utility trucks on a ten year cycle and transfer old trucks to public works for their use. Since 1996 we have been buying extended cab pickups. The rear of the cab is utilized for tools and delicate instruments that need to be transported in a safe, dry and warm conditions. Lately extended cabs have been replaced with Quad or Double cabs. They have added a few inches to the rear of cab and changed the doors from "suicide" to four door handle entry. Ford has a super cab but it comes with less options and costs more than the Dodge. By purchasing this style pickup we eliminate the need for a ¾ ton truck with a utility box which was about \$7000 for the box alone.*

**ESTIMATED DATE OF COMPLETION:** *12/31/2023*

**COMMITTEE/COMMISSION RECOMMENDATION:** *2023 Dodge off of State Bid is \$37,556.00 I recommend we purchase the Dodge for \$37,556.00 from the State Bid Pricing through Dodge of Burnsville.*

**ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION:** Click here to enter text.

CA.12 1/23/23

# Purchaser

State Contract # 169667

Allow 16-20 weeks for delivery from order date

Anticipated order cutoff date of TBD

**Dodge of Burnsville**

12101 Hwy 35W South

Todd Prissel

[tprissel@dodgeofburnsville.com](mailto:tprissel@dodgeofburnsville.com)

## 2023 Ram 1500 Classic St Quad Cab

Direct # 952-767-2702

### V6 4x4 6-4 Box 29B (DS6L41)

Base Vehicle Contract Price

\$ 35,808.00

Extra OEM Key      Each      \$215      How Many?      1

<u>Functional Packages</u>		<u>Copy and Paste Price to add options</u>	
26B V8	26B	\$ 2,756.00	
Tradesman SXT Package	AAV	\$ 2,664.00	
Tradesman Black Package	ADZ	\$ 631.00	
Interior Cold Weather Group	AD7	\$ 1,059.00	
Protection Group (must add AED)	ADB	\$ 364.00	
Chrome Appearance Group	AED	\$ 640.00	
Chrome Plus Package	AEP	\$ 1,192.00	
Electronics Group	AFC	\$ 869.00	
Trailer Tow Mirrors & Brake Group	AHC	\$ 516.00	
Remote Start & Security Alarm Group	AJB	\$ 364.00	
Popular Equipment Group	AJY	\$ 759.00	
Utility Group	AM8	\$ 180.00	
Tradesman Off Road Package	AN4	\$ 685.00	
<u>Misc Equipment Options</u>			
3.55 Rear Axle Ratio V6 only	DMD	\$ 133.00	
3.92 Rear Axle Ratio V8 only	DMH	\$ 133.00	
Power Black Trailer Tow Mirrors	GPG	\$ 165.00	
LT265/70R17E BSW A/T Tires	TTB	\$ 231.00	
17X7.0 Aluminum Wheels	WFE	\$ 364.00	
20X8.0 Aluminum Chrome Clad Wheels	WHK	\$ 1,468.00	
Locking Lug Nuts	XJC	\$ 56.00	
<u>Sound System and Components</u>			
SiriusXM Satellite Radio	RSD	\$ 180.00	
<u>Additional Features</u>			
Carpet Floor Covering	CKE	\$ 115.00	
Front & Rear Rubber Floor Mats	CLF	\$ 124.00	
Tri-Fold Tonneau Cover	CS7	\$ 640.00	
Anti Spin Differential	DSA	\$ 456.00	
Rear Window Defroster	GFA	\$ 180.00	
Remote Keyless Entry with All-Secure	GXM	\$ 175.00	

Daytime Running Headlamps, Low Beam	LM1	\$ 36.00	
LED Bed Lighting	LPL	\$ 133.00	
Fog Lamps	LNJ	\$ 143.00	
Wheel to Wheel Side Steps	MRA		
Black Tubular Side Steps	MRU	\$ 640.00	
32 Gallon Fuel Tank	NFX	\$ 409.00	
Engine Block Heater	NHK	\$ 88.00	
Full Size Spare Tire	TBB	\$ 184.00	
ParkSense Rear Park Assist System	XAA	\$ 231.00	
RamBox Cargo Management System	XB9		
Class IV Receiver Hitch	XFH	\$ 409.00	\$ 409.00
Trailer Brake Control	XHC	\$ 272.00	\$ 272.00
Spray In Bedliner	XMF	\$ 548.00	\$ 548.00
<b>Seat Options</b>			
HD Vinyl 40/20/40 Split Bench Seat/Bl/Gr	TX/X8	\$ -	
Cloth 40/20/40 Bench Seat/Bl/Diesel Gr	V9/X8	\$ 315.00	\$ 315.00
Cloth 40/20/40 Bench Seat/Black	V9/X9	\$ 315.00	
Cloth 40/20/40 Prem Bench Seat/Bl/Gr SX	M9/X8	\$ 1,192.00	
<b>Color Options</b>			
<b>Low Vol colors not available with Ram Box</b>			
Billet Silver Metallic	PSC	\$ 184.00	
Bright White	PW7	\$ -	
Delmonico Red Pearl	PRV	\$ 184.00	
Diamond Black Crystal	PXJ	\$ 184.00	
Flame Red	PR4	\$ -	
Granite Crystal Metallic	PAU	\$ 184.00	\$ 184.00
Hydro Blue Pearl	PBJ	\$ 184.00	
Metro Tax			\$ 20.00
<b>Total Delivered Price with options Per Contract</b>			<b>\$ 37,556.00</b>

## Dodge Of Burnsville

Todd Prissel

952-767-2702

[tprissel@dodgeofburnsville.com](mailto:tprissel@dodgeofburnsville.com)



**CITY OF TWO HARBORS  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

Originating Staff: <b>KARRIE SEEBER</b>	Department: <b>UTILITIES</b>	Date: <b>01/18/23</b>
Agenda Item Subject:	Fiscal Impact:	
<b>BACKGROUND:</b>		
<b>COUNCIL ACTION REQUESTED:</b>		
<b>RECOMMENDATION:</b> ASSESS TO 2024 TAX ROLLS		
<b>ATTACHMENTS:</b>		

ADDRESS	ASSESSABLE CHARGE	ASSESSABLE CHARGES	FEE	TOTAL
319 8TH ST APT 23	UNPAID UTILITIES	\$ 36.97	\$25.00	\$ 61.97
				\$ -
				\$ -
		\$ 36.97	\$25.00	\$ 61.97

# TWO HARBORS CITY COUNCIL



## AGENDA ITEM SUMMARY

**AGENDA ITEM SUBJECT:** Request to carry over floating holidays and for additional compensation for David Ellquist.

**ORIGINATING SOURCE/DEPARTMENT:** Liquor Store

**FUNDING SOURCE:** n/a

**BACKGROUND:** Due to staffing shortages, the Liquor Store Manager has worked holidays and was not able to use floating holidays. He has requested the ability to carry over floating holidays and compensation for working holidays.

**ESTIMATED DATE OF COMPLETION:** Click here to enter a date.

**COMMITTEE/COMMISSION RECOMMENDATION:** Click here to enter text.

**ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION:** staff recommends that the requests be reviewed with the Personnel Committee.

Agenda Item # CA-14 Meeting Date: 1/23/23

Dec 15, 2022

Due to extraordinary circumstances regarding staff shortage, I am requesting consideration to have my 2 floating holidays rolled over to be used in 2023.

Thank you,

Dave Ellquist

A handwritten signature in black ink, appearing to read "Dave Ellquist", with a stylized, flowing script.

CA 14

1/23/23



David Ellquist  
Liquor Store Manager  
218.2600960


January 16, 2023

City of Two Harbors City Council,

I am requesting the \$150 compensation for my work on January 2, 2023 (Observed New Years Day) and January 16, 2023 (Martin Luther King Day).

We have been very short-handed at the Liquor Store, and I've had to work these days in order to keep the doors open.

Thank You



David Ellquist



**CITY OF TWO HARBORS  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

Originating Staff: <b>P. Nordean</b>	Department: <b>Administration</b>	Date: <b>1/20/20</b>
Agenda Item Subject: <b>Conditional Offer EDP Tech</b>	Fiscal Impact:	
<b>BACKGROUND:</b> Due to a pending retirement, the City has advertised for, received Applications and conducted interviews for the position of EDP Tech at City Hall. The interview committee has recommended that a conditional offer be made to Meg Lubivich.		
<b>COUNCIL ACTION REQUESTED:</b> Authorize a conditional offer of employment to Meg Lubovich for the position of EDP Tech at City Hall. <b>RECOMMENDATION:</b> Authorize the conditional offer as recommended by the interview committee.		
<b>ATTACHMENTS:</b>		



**CITY OF TWO HARBORS  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

Originating Staff: <b>P. Nordean</b>	Department: <b>Administration</b>	Date: <b>1/20/20</b>
Agenda Item Subject: <b>Conditional Offer Perm PT Liquor Clerk</b>	Fiscal Impact:	
<b>BACKGROUND:</b> The City has advertised for, received Applications and conducted interviews for the position of Permanent Part Time Liquor Store Clerk. The interview committee has recommended that a conditional offer be made to Meg Shane Sweeney.		
<b>COUNCIL ACTION REQUESTED:</b> Authorize a conditional offer of employment to Shane Sweeney for the position of Permanent Part Time Liquor Store Clerk. <b>RECOMMENDATION:</b> Authorize the conditional offer as recommended by the interview committee.		
<b>ATTACHMENTS:</b>		



**CITY OF TWO HARBORS  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

Originating Staff: <b>P. Nordean</b>	Department: <b>Administration</b>	Date: <b>1/20/23</b>
Agenda Item Subject: <b>Awarding internal bids for the position of PW Specialist II.</b>	Fiscal Impact:	
<b>BACKGROUND:</b> Internal bids were received from Carl Henry and Craig Jussila for the position of Public Works Specialist II. There are currently two vacant Public Works Specialist II. positions and both internal bidders have met the minimum requirements for the position.		
<b>COUNCIL ACTION REQUESTED:</b> Award the internal bids for the position of Public Works Specialist II. to Carl Henry and Craig Jussila.		
<b>RECOMMENDATION:</b> Award the bids to Henry and Jussila.		
<b>ATTACHMENTS:</b>		

# TWO HARBORS CITY COUNCIL



## AGENDA ITEM SUMMARY

**AGENDA ITEM SUBJECT:** *Allow Travel for Clayton Anderson and Will Rueckert to attend MRWA annual technical and training conference in St Cloud MN. Dates are from March 7-9th 2023 for CEU's.*

**ORIGINATING SOURCE/DEPARTMENT:** *Water Treatment, Wastewater Treatment*

**FUNDING SOURCE:** *Budgeted 2023 Travel and Training*

**BACKGROUND:** *Will's WWTP license is set to expire in April and needs hours for his renewal. Clayton will be attending a WWTP refresher and testing for his MPCA Class C License.*

**ESTIMATED DATE OF COMPLETION:** **03/09/2023**

**COMMITTEE/COMMISSION RECOMMENDATION:** *N/A.*

**ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION:**  
*Approve Clayton and Will to attend the conference for CEU's and testing.*

CA-18

1/23/23

# MRWA 39th Annual Water & Wastewater TECHNICAL CONFERENCE

March 7-9, 2023 - River's Edge Convention Center  
St. Cloud, MN - Tentative Agenda



**Tuesday, March 7, 2023**

- 8:15am** Color Guard Ceremony
- 8:30am** Opening Session: Quality on Tap! Our Commitment, Our Profession
- 8:45am** Introduction of MRWA Diamond Plus, Diamond, Ruby, & Emerald Corporate Partners
- 9:00am** MDH, MPCA, & Legislative Updates
- 10:30am** Exhibit Hall Opens - Enjoy the latest innovations, technology, and new products in the industry!
- 11:45am** Luncheon

## Concurrent Mini-Sessions Begin (3 tracks)

	Water/Wastewater Track	Booth Demonstrations	Groundwater/WHP Protection Track
<b>1:00pm</b>	Backflow Prevention	Hydrant Operation & Maintenance	Benefits of Solar for Protecting Drinking Water
<b>1:30pm</b>	Water Treatment Optimization	Trench Safety	Wellhead Protection Rule Update
<b>2:00pm</b>	Meters	Televising Sewer Lines	Funding Sources for Protecting Drinking Water
<b>2:30pm</b>	Balancing Water Use Demands	Future of Valve Exercising	Mining and Drinking Water Protection - Can They Coexist?
<b>3:00pm</b>	WW Maintenance Structure Lining	Pump Demonstration	The Good, the Bad and the Ugly with Identifying Old Wells
<b>3:30pm</b>	Wastewater Sludge Management	Water Tank and Tower Inspections	What's in Your Water? MDH Initiatives
<b>4:00pm</b>	Refreshments, Door Prizes, Exhibitor Gift - Last Chance to Tour Exhibit Hall!		
<b>5:00pm</b>	Exhibit Hall Closes - Meet and Greet and Sports Raffle Begin in Glenn Carlson Hall		

**2023 Grand Prizes: A DREAM OUTDOORS PRIZE PACKAGE & AN ULTIMATE ICE FISHING PRIZE PACKAGE**

**Thank you, Team Lab & Hawkins, for Donating to MRWA's Sports Raffle!**



Donated by Hawkins, Inc.  
& MRWA!



# Wednesday, March 8, 2023



- 8:15am Leaders in the Industry: NRWA & MRWA  
We Work For YOU! Awards & Poster Contest
- 8:45am Keynote Speaker- Joe Schmit
- 9:45am Taste Test Contest

## Concurrent Sessions Begin

### **Water Operation & Maintenance Session**

- 10:00am No Sweat: Aerogel-Infused Thermal Insulating Coatings for Condensation Control
- 11:00am Meters
- 12:00pm Luncheon & Door Prizes
- 1:00pm Optimizing Iron & Manganese Filtration
- 2:00pm When Sip Happens
- 3:00pm Catch Leaks Before They Catch You
- 4:00pm Basic Lab Tips & Tricks

### **Wastewater Mechanical Operation & Maintenance Session**

- 10:00am Leveraging Artificial Intelligence to Streamline Design In Wastewater Systems
- 11:00am Biological Process Control
- 12:00pm Luncheon & Door Prizes
- 1:00pm Why Have My Chemical Treatment Costs Increased
- 2:00pm Wastewater Network Security
- 3:00pm Calibrations for Your System
- 4:00pm Wastewater Cybersecurity

### **Wastewater Collections/Ponds Operation & Maintenance Session**

- 10:00am How to Remove Biosolids Through BioAugmentation
- 11:00am Conditioning Wastewater for Effective Pumping
- 12:00pm Luncheon & Door Prizes
- 1:00pm Lift Station Maintenance & Controls
- 2:00pm Manhole Rehabilitation & Poly Pigging
- 3:00pm Mississippi River Forcemain Crossing
- 4:00pm Pond Optimization Program Update

### **Management Session**

- 10:00am Getting the Lead Out - LSL Inventories Made Easy
- 11:00am Planning Long-Term Infrastructures Needs
- 12:00pm Luncheon & Door Prizes
- 1:00pm Using GIS to Inventory Water Services
- 2:00pm Implementing True Asset Management in a Utility
- 3:00pm LCRR Inventory/Overview
- 4:00pm LCRR Funding

### **Groundwater Session**

- 10:00am Hydrogeology of Minnesota: A Tour of Minnesota's Aquifers
- 11:00am Minnesota's Extreme Weather & Its Impact On Drinking Water
- 12:00pm Luncheon & Door Prizes
- 1:00pm Per-and Polyfluoroalkyl Substances (PFAS) Facts, Findings & Funding
- 2:00pm Work Smarter, Not Harder. Wellhead Protection Implementation Panel
- 3:00pm Saving Our Water Supplies - One Forest at a Time

## Wednesday, March 8, 2023

Session Time: 8:00am - 12:00pm

### **Class E Small Water Systems Session** (Non Transient, Non Community and Non Municipal)

Topics covered include:

**Water Sampling for Small Systems**  
**Lead & Copper Revised Rule**  
**Source Water Protection Plans & Grants**  
**Groundwater Wells**

4 water certification hours awarded for attendance.

**Ultimate Fishing Package**  
donated by Team Lab!



**TEAM LAB**  
INNOVATIVE SOLUTIONS

**DREAM Outdoors Package**  
donated by Hawkins!



**HAWKINS**

### Exam Refresher Sessions

These sessions will run 10:00am - 5:00pm

- 10:00am A&B Water Certification Exam Refresher  
C&D Water Certification Exam Refresher
- 10:00am A&B Wastewater Certification Exam Refresher  
C&D Wastewater Certification Exam Refresher

Thursday, March 9, 2023



**Concurrent Sessions Begin**

Water Track		Wastewater Track
8:30am	Locating & GPS Data	PFAS and Wastewater Biosolids
9:15am	Infrastructure & the History of Meter Reading	Lab Applications
10:00am	Break	Break
10:15am	Water Distribution Project Design to End	Advances in Trenchless Technologies
11:00am	Impacts of Biological Activity on Iron & Manganese Filtration	Air Release Valves 101
11:45am	Wrap-Up and Drawings	
12:45pm	MRWA Annual Meeting	

Thursday, March 9, 2023  
Water and Wastewater Exams will  
be given at 8:30 am

## Exam Refresher Session Offered at Technical Conference

The Minnesota Rural Water Association will be sponsoring an Exam Refresher Session on Wednesday, March 8, 2023, as part of the MRWA Technical Conference. The exam refresher session will give the attendee an opportunity to review information that will be part of the certification testing. The certification test will be given Thursday, March 9, 2023, at 8:30am.

- ☐ YES, I will be attending the **A&B WATER Exam Refresher**, March 8, 2023, from 10:00am - 5:00pm.
- ☐ YES, I will be attending the **C&D WATER Exam Refresher**, March 8, 2023, from 10:00am - 5:00pm.
- ☐ YES, I will be attending the **A&B WASTEWATER Exam Refresher**, March 8, 2023, from 10:00am - 5:00pm.
- ☐ YES, I will be attending the **C&D WASTEWATER Exam Refresher**, March 8, 2023, from 10:00am - 5:00pm.
- ☐ YES, I will be attending the entire Technical Conference.

(If not, please fill out the registration information below)

- ☐ Yes, Please send me an exam application - circle one: WATER or WASTEWATER
- ☐ Yes, Please send me a Minnesota Department of Health CLASS D WATER Study Guide.

There is no charge for this session if you are attending the Technical Conference (See Technical Conference registration form.) If you are NOT attending the Technical Conference, there is a fee of \$150.00 for the Exam Refresher Session. The following registration is required.

### WEDNESDAY EXAM REFRESHER ONLY: Includes Refresher Class & Luncheon - \$150.00

Please make check payable to Minnesota Rural Water Association or pay online at: [www.mrwa.com](http://www.mrwa.com) ("Make a Payment" at top of page.)

Name (please print) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Employer \_\_\_\_\_

E-mail: \_\_\_\_\_

If you have any questions, call 800-367-6792, or e-mail: [mrwa@mrwa.com](mailto:mrwa@mrwa.com). Register online at [www.mrwa.com](http://www.mrwa.com)

\*You **MUST** fill out and mail an exam application to the Minnesota Department of Health (Water Exam) **OR** the Minnesota Pollution Control Agency (Wastewater Exam) **15 days prior to the exam date**. The exam fee, payable to MDH is \$32.00 and to MPCA is \$55.00. Exam applications can be downloaded at: <https://www.mrwa.com/training/trainingcalendar/>.



# MRWA TECHNICAL CONFERENCE PRE-REGISTRATION FORM

This form must be received no later than February 17, 2023 for pre-registration rates to apply.  
Mail to: Minnesota Rural Water Association, 217 12th Avenue SE, Elbow Lake, MN 56531.

\*\*\* One attendee per form \*\*\*

System or Organization:

First Name:

Last Name:

Address:

City:

State:

Zip:

Phone:

Fax:

E-mail address:

Please check one of the following:

Manager/Operator \_\_\_\_\_

Council/Board \_\_\_\_\_

Mayor \_\_\_\_\_

Administrative/Clerk \_\_\_\_\_

Industry \_\_\_\_\_

Other \_\_\_\_\_

## Don't Miss This Special!

\$25.00 discount registration for Mayors, Clerks, Board Members, or Councilpersons attending for the first time. Must be accompanied by system operator or manager.

If attending an Exam Refresher, please include the form on page 4.

### Full Registration

Includes access to all sessions, Exhibit Halls, and luncheons.

Postmarked prior to  
February 17, 2023

### On-Site Registration

\$ \_\_\_\_\_ MRWA Member

\$275.00 (per person)

\$300.00 (per person)

\$ \_\_\_\_\_ Non-Member

\$325.00 (per person)

\$350.00 (per person)

\$ \_\_\_\_\_ Total Due (make checks payable to Minnesota Rural Water Association)



Please send your registration form with payment by **February 17, 2023** to:

Minnesota Rural Water Association  
217 12th Ave SE  
Elbow Lake, MN 56531  
E-mail: [mrwa@mrwa.com](mailto:mrwa@mrwa.com)  
Web: [www.mrwa.com](http://www.mrwa.com)

Questions? Please call (800) 367-6792

**MRWA handles credit card payments online!**

**MRWA accepts VISA, MasterCard, American Express, Discover, and eCheck.**

To complete your payment online, go to [www.mrwa.com](http://www.mrwa.com) and click on the 'pay now' icon on our home page.

Thank you!



**CITY OF TWO HARBORS  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

Originating Staff: <b>M. Pietila</b>	Department: <b>Administration</b>	Date: <b>1/20/23</b>
Agenda Item Subject: <b>Authorizing an MOU with Teamsters regarding terms and conditions of employment for Sean Jones due to experience.</b>	Fiscal Impact:	
<b>BACKGROUND:</b> The Police Chief has recommended that hiring an experienced officer for the recent vacancy was necessary and would be in the best interest of the City. Due to the number of vacant patrol officer positions on a local, state and national level, Chief and Assistant Chief recommended that experienced applicants be able to negotiate a starting wage and vacation level.		
<b>COUNCIL ACTION REQUESTED:</b> Approve the MOU and authorize the Mayor and City Clerk to execute on behalf of the City.		
<b>RECOMMENDATION:</b> The Administration and Personnel Committee have reviewed and recommend the proposed MOU.		
<b>ATTACHMENTS:</b>		

**SIDE LETTER OF UNDERSTANDING  
BY AND BETWEEN  
CITY OF TWO HARBORS  
AND  
TEAMSTERS LOCAL NO. 346**

WHEREAS, the parties have agreed to alter certain terms and conditions of employment as described in the current Labor Agreement for new employee Sean A. Jones because of his extensive experience as a Police Officer; and

WHEREAS, Mr. Jones has agreed to be hired by the City under the amended conditions of employment as described below;

NOW, THEREFORE, all parties hereto agree as follows:

**Article 1. Wages**

First six (6) months, at Step 2 Wage, plus 4%, or \$32.55 per hour.

After six (6) months, move to Step 2 Wage, plus 6%, or \$33.18 per hour.

In the event a cost-of-living and/or wage adjustment is negotiated for 2023 and beyond, the candidates Step 2 Wage, plus longevity, shall move in accordance with the working agreement.

All subsequent longevity steps will be based off the candidate starting employment with twelve (12) years of experience. For example, and based off a starting date of January of 2023, the candidate would achieve the next longevity step, or Step 2 wage, plus 8%, in January of 2027.

**Article 2. Vacation**

On the first day of employment, the candidate shall have eighty (80) hours of vacation time issued to them.

Effective January 1, 2024, employee will be eligible for 160 hours of vacation time based off the candidate starting employment with twelve (12) years of experience.. For example, and based off a starting date of January of 2023, the candidate would achieve the next vacation increase in January of 2027 – 200 hours of vacation.

In accordance with management rights and the current practice of scheduling vacations in the Two Harbors Police Department and as approved by the Chief of Police or Assistant Chief of Police.

### Article 3. Sick Time

On the first day of employment, the candidate shall have three hundred (300) hours of sick time issued to them.

### Article 4. Insurance

Questions and discussion was had with the candidate to explain the current medical insurance benefit level under the current working agreement.

### Article 5. Commitment

Candidate was receptive and agreed to the two-year commitment time frame language. Candidate also expressed their interest in advancement within the police department and stated they knew and understood that possibility fell outside the two-year time-period and based off future retirements inside the police department.

### Article 6. Probation

Candidate agreed with and understood the need and desire of the employer to have a year long probationary period, as established in the Teamster's Working Agreement.

IN WITNESS HEREOF, the parties hereto have made this MOA on the latest date affixed to the signatures below.

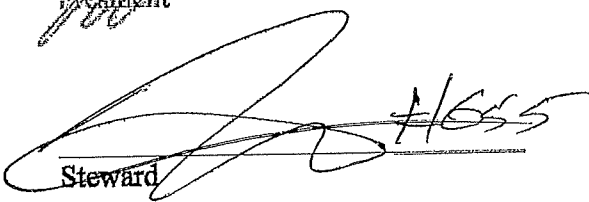
City of Two Harbors

Teamsters General Local Union No. 346

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
President

\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
Steward

\_\_\_\_\_  
ATTEST: City Administrator

  
\_\_\_\_\_  
Sean A. Jones

Date: \_\_\_\_\_

Date: 1-20-2023

RESOLUTION NO. 01-XXX-23

APPROVING A SIDE LETTER OF UNDERSTANDING BETWEEN THE CITY OF TWO HARBORS AND TEAMSTERS LOCAL NO. 346 FOR SEAN A. JONES REGARDING THE POSITION OF POLICE OFFICER WITH THE TWO HARBORS POLICE DEPARTMENT

WHEREAS, a vacancy exists for the position of Police Officer in the City's Police Department; and

WHEREAS, the City has conducted an interview process to fill said vacancy, and

WHEREAS, Sean A. Jones has been offered a position as Police Officer with the Two Harbors Police Department, and

WHEREAS, a side letter of understanding between the City and Teamsters Local No. 346 for Sean A. Jones regarding the position of Police Officer with the Two Harbor Police Department has been proposed, and

WHEREAS, the City Council believes that approval of said Side Letter of Understanding between the City of Two Harbors and Teamsters Local No. 346 for Sean A. Jones regarding the position of Police Officer with the Two Harbor Police Department is in the best interest of the City, now therefore

BE IT RESOLVED, by the City Council of the City of Two Harbors that the attached Side Letter of Understanding between the City of Two Harbors and Teamsters Local No. 346 for Sean A. Jones regarding the position of Police Officer with the Two Harbor Police Department is hereby approved, and

BE IT FURTHER RESOLVED, that the appropriate City officials are authorized to execute said Side Letter of Understanding on behalf of the City.

ADOPTED, this 23<sup>rd</sup> day of January A.D., 2023.

---

Ben Redden, President, City Council

ATTEST: \_\_\_\_\_  
Patricia D. Nordean, City Clerk

APPROVED, by the Mayor of the City of Two Harbors this 24<sup>th</sup> day of January 2023.

January 20, 2023

City Council and Administration  
522 1<sup>st</sup> Avenue  
Two Harbors, MN 55616


Dear Councilors and Administrative Staff:

This letter represents my official notice of retirement from my position as "Utility Billing Specialist" with the city. My final day will be June 1, 2023.

It has been a pleasure to work with many of you for the past 30 years and I will always appreciate the experience and knowledge I have gained during my time here.

I hope this notice-period is enough for you to find a replacement.

Sincerely,



Karrie Seeber

CA.20

1/23/23



Real People. Real Solutions.

4960 Miller Trunk Highway  
Suite 550  
Duluth, MN 55811

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

## MEMORANDUM

Date: January 19, 2023  
To: Two Harbors Trees & Trails Commission  
Interim City Administrator Joel Dhein  
City Planner Justin Otsea  
From: City Engineer Joe Rhein  
Subject: Odegard Park Trail  
Project Update

---

### Background

The Two Harbors Master Trail Plan updated in 2018 included priority for a trail from the underpass west of 11<sup>th</sup> Avenue to near the intersection of 8<sup>th</sup> Street and 16<sup>th</sup> Avenue. Alignment options for the portion of trail from the underpass to 8<sup>th</sup> Street were reviewed with the Trees & Trails Commission at the October 2022 meeting, and a preferred alignment was identified.

Lake County is proposing a resurfacing project on 8<sup>th</sup> Street in 2023. The project will include a 10-foot bituminous trail along the west side of 8<sup>th</sup> Street from 16<sup>th</sup> Avenue to 13<sup>th</sup> Avenue. The intent is to include the trail segment from the underpass to 8<sup>th</sup> Street in the County project, so the entire trail is constructed in an integrated fashion. The City is preparing the plans for the portion of trail from the underpass to 8<sup>th</sup> Street, while the County is preparing the plans for the portion along 8<sup>th</sup> Street. The plans will be combined into a single document for bidding as a single construction contract.

This memo is intended to provide an update on the project, including the plans, estimated cost, funding, and schedule.

### Plans

Draft plans for the portion of trail from the underpass to 8<sup>th</sup> Street have been prepared. An excerpt from the plans is included with this memo for review. Items of note on the plans include:

- Alignment is the preferred route identified at the October 2022 Trees & Trails meeting.
- Proposed width is 10 feet.
- Proposed structural section matches existing trail along 8<sup>th</sup> Street north of 16<sup>th</sup> Avenue.
- Proposed route has no wetland impacts.
- Proposed route includes two culverts (shown on sheet C5.01).
  - Culverts proposed as concrete pipe, per discussion with City Public Works.
- Trail extends along the length of 13<sup>th</sup> Avenue, as requested by the Commission.
- A new concrete apron is proposed at the Odegard Park parking lot, to allow the new trail to meet ADA requirements.
- A portion of the existing concrete sidewalk west of the parking lot entrance will be removed for installation of the new trail.

- Signage proposed for the new trail will be consistent with signing on the existing trail from the underpass to 11<sup>th</sup> Avenue.
  - Proposed signage is shown on plan sheet C7.01.
  - Photos of existing trail signage are provided with this memo for reference.

### **Cost and Financing**

A detailed cost estimate for the portion of trail from the underpass to 8<sup>th</sup> Street has been prepared based on the current plans. A copy of the cost estimate is included with this memo. The current estimated total for this segment of trail is approximately \$312,000. The estimated cost for the portion of the trail along 8<sup>th</sup> Street as provided by Lake County is approximately \$208,000.

The City has a \$100,000 existing grant from the Duluth Superior Community Area Fund (DSCAF). Lake County has also submitted an application for an Active Transportation grant from the Minnesota Department of Transportation in the amount of \$300,000. If that grant is received, it would reduce the remaining City responsibility for the project to approximately \$120,000. This is consistent with the 2023-2027 CIP adopted by the City Council in December 2022, which included \$126,000 as the City portion of the trail cost.

The estimated cost and financing information is summarized in the following table:

<b>Odegard Park Trail Estimated Cost and Financing</b>	
<b>Item</b>	<b>Amount</b>
Segment: Underpass to 8 <sup>th</sup> Street	\$ 312,000
Segment: 8 <sup>th</sup> Street – 13 <sup>th</sup> Avenue to 16 <sup>th</sup> Avenue	\$ 208,000
<b>Total Estimated Cost</b>	<b>\$ 520,000</b>
DSCAF Grant (existing)	\$ 100,000
Active Transportation Grant (applied for)*	\$ 300,000
<b>Remaining Cost to be Paid by City</b>	<b>\$ 120,000</b>
<b>City Responsibility shown in Adopted 2023-2027 CIP</b>	<b>\$ 126,000</b>

\*Result of Active Transportation Grant application anticipated to be known by March 24<sup>th</sup>.

### **Schedule**

Based on discussion with Lake County, anticipated schedule for the project would be to advertise and bid the project after results of the Active Transportation grant are known. This would place bidding of the project in late April or early May 2023, which is also expected to be after bids on the 2023-2024 Street Project have been received.

The current anticipated schedule is summarized as follows:



- |   |                          |
|---|--------------------------|
| • Trees & Trails Commission – Review Plans                          | January 19 <sup>th</sup> |
| • City Council – Approve Plans: Underpass to 8 <sup>th</sup> Street | February                 |
| • City Council – Plan Concurrence: 8 <sup>th</sup> Street           | March                    |
| • Tree Clearing – Underpass to 8 <sup>th</sup> Street (see below)   | March                    |
| • Advertise for Bids  | late March/early April   |
| • Receive Bids  | mid/late April           |
| • Award Construction Contract                                       | May                      |
| • Construction  | Summer                   |

### **Tree Removal**

Due to concerns regarding the Northern Long Eared Bat, Lake County has requested all tree removal needed for the project be completed no later than March 31<sup>st</sup>. This would require removal of trees separate from and in advance of the main construction contract.

Construction of the proposed trail from the underpass to 8<sup>th</sup> Street would require removal of trees in five areas; these areas are shown on sheet C1.01 of the plan excerpt provided with this memo. The total of the five areas is approximately 025 acres. The estimated cost for removal of these trees is included in the cost estimate provided with this memo.

We have discussed this with the City Public Works Director, who has indicated the City has a preferred vendor for tree removal. The anticipated cost of the tree removal is such that it can be performed by a selected vendor, and does not require a full advertising and bidding process.

The intent would be to review the plans and the areas where tree clearing is required with the preferred vendor, so they can prepare and submit a quote. The quote would then be presented to the City Council for consideration on February 27<sup>th</sup>. If approved by Council, the vendor would then remove the trees during the month of March.

### **Conclusion**

We will be present at the Commission meeting on January 19<sup>th</sup> to review this information. Please let us know if you have questions or need further information in advance of the meeting. I can be reached at 651-968-7384 or via e-mail at [joseph.rhein@bolton-menk.com](mailto:joseph.rhein@bolton-menk.com).

### **Attachments:**

- Cost Estimate: Underpass to 8<sup>th</sup> Street (1 page)
- Photos: Existing Trail Signage (1 page)
- Plan Excerpt: Underpass to 8<sup>th</sup> Street (9 pages)

# ENGINEER'S ESTIMATE

ODEGARD TRAIL  
CITY OF TWO HARBORS, MINNESOTA  
BMI PROJECT NO. 0U1.127512

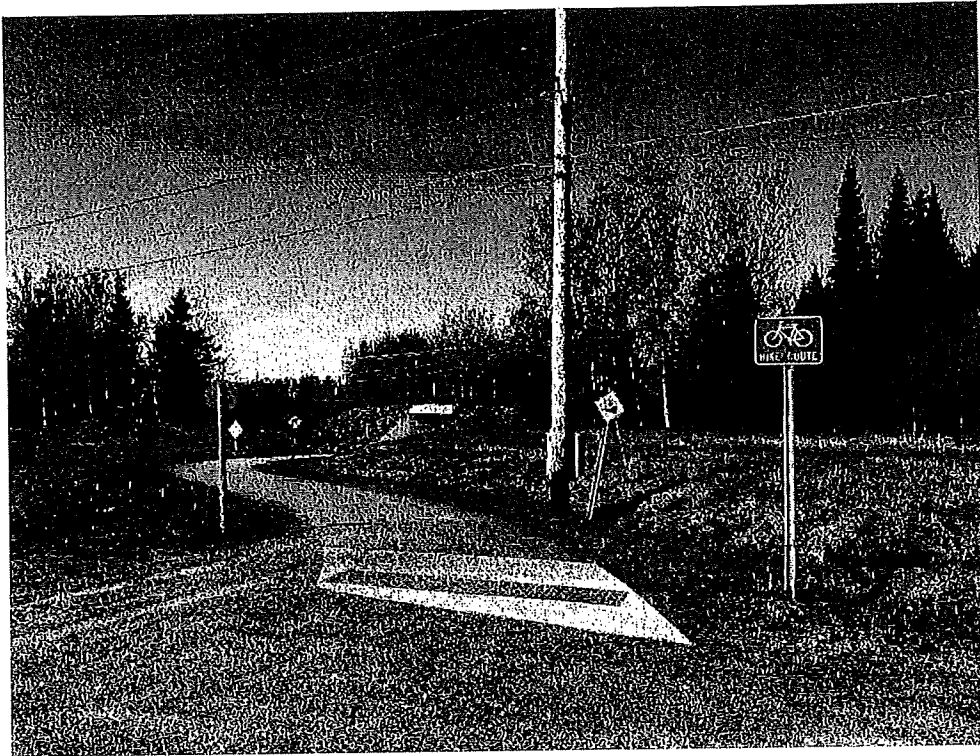
ITEM NO.	NOTES	SPEC. NUMBER	ITEM	TOTAL QTY	UNIT	UNIT PRICE	TOTAL
<b>BASE BID: ODEGARD TRAIL</b>							
1		2021.501	MOBILIZATION	0.23	LUMP SUM	\$75,000.00	\$17,250.00
2		2101.505	CLEARING	0.25	ACRE	\$10,000.00	\$2,500.00
3		2101.505	GRUBBING	0.25	ACRE	\$8,000.00	\$2,000.00
4		2104.502	SALVAGE SIGN TYPE C	5	EACH	\$90.00	\$450.00
5		2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	138	LIN FT	\$4.00	\$552.00
6		2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	5	LIN FT	\$6.00	\$30.00
7		2104.503	REMOVE CURB & GUTTER	12	LIN FT	\$9.00	\$108.00
8		2104.503	REMOVE SEWER PIPE (STORM)	129	LIN FT	\$20.00	\$2,580.00
9		2104.504	REMOVE CONCRETE WALK	67	SQ YD	\$20.00	\$1,340.00
10		2104.504	REMOVE BITUMINOUS PAVEMENT	267	SQ YD	\$11.00	\$2,937.00
11		2015.504	GEOTEXTILE FABRIC, TYPE 5	2,350	SQ YD	\$3.00	\$7,050.00
12	(EV) (P)	2105.607	COMMON EXCAVATION	755	CU YD	\$28.00	\$21,140.00
13	(CV) (P)	2106.507	COMMON EMBANKMENT	265	CU YD	\$10.00	\$2,650.00
14	(EV)	2105.607	SUBGRADE EXCAVATION	50	CU YD	\$30.00	\$1,500.00
15	(CV)	2105.607	SELECT GRANULAR EMBANKMENT	580	CU YD	\$35.00	\$20,300.00
16	(CV)	2118.509	AGGREGATE SURFACING CLASS 5	100	CU YD	\$90.00	\$9,000.00
17		2211.509	AGGREGATE BASE CLASS 5	410	CU YD	\$80.00	\$32,800.00
18		2357.506	BITUMINOUS MATERIAL FOR TACK COAT	145	GAL	\$4.00	\$580.00
19		2360.504	TYPE SP 12.5 NON-WEARING COURSE MIX (3,C)	198	TON	\$95.00	\$18,810.00
20		2360.504	TYPE SP 9.5 WEARING COURSE MIX (3,C)	198	TON	\$100.00	\$19,800.00
21		2501.502	12" RC PIPE APRON	2	EACH	\$1,500.00	\$3,000.00
22		2501.502	18" RC PIPE APRON	2	EACH	\$1,750.00	\$3,500.00
23		2501.602	TRASH GUARD FOR 12" PIPE APRON	2	EACH	\$500.00	\$1,000.00
24		2501.602	TRASH GUARD FOR 18" PIPE APRON	2	EACH	\$700.00	\$1,400.00
25		2503.503	12" RC PIPE SEWER CLASS III	85	LIN FT	\$80.00	\$6,800.00
26		2503.503	18" RC PIPE SEWER CLASS III	54	LIN FT	\$90.00	\$4,860.00
27		2504.602	ADJUST VALVE BOX	4	EACH	\$400.00	\$1,600.00
28		2506.602	ADJUST CASTING ASSEMBLY	2	EACH	\$650.00	\$1,300.00
29		2511.507	RANDOM RIP RAP CLASS III	30	CU YD	\$150.00	\$4,500.00
30		2521.518	6" CONCRETE WALK	375	SQ FT	\$10.00	\$3,750.00
31		2531.503	CONCRETE CURB & GUTTER DESIGN B618	60	LIN FT	\$25.00	\$1,500.00
32		2531.504	6" CONCRETE DRIVEWAY PAVEMENT	72	SQ YD	\$180.00	\$12,960.00
33		2531.618	TRUNCATED DOMES	60	SQ FT	\$60.00	\$3,600.00
34		2583.601	TRAFFIC CONTROL	0.23	LUMP SUM	\$5,000.00	\$1,150.00
35		2584.518	SIGN PANELS TYPE C	56	SQ FT	\$100.00	\$5,600.00
36		2584.602	INSTALL SIGN TYPE C	16	EACH	\$150.00	\$2,400.00
37		2573.501	STABILIZED CONSTRUCTION EXIT	1	LUMP SUM	\$2,000.00	\$2,000.00
38		2573.501	EROSION CONTROL SUPERVISOR	0.60	LUMP SUM	\$2,000.00	\$1,200.00
39		2573.502	STORM DRAIN INLET PROTECTION	1	EACH	\$200.00	\$200.00
40		2573.503	SILT FENCE, TYPE MS	500	LIN FT	\$6.00	\$3,000.00
41		2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	40	LIN FT	\$15.00	\$600.00
42	(LV)	2574.507	COMMON TOPSOIL BORROW	175	CU YD	\$65.00	\$11,375.00
43		2574.508	FERTILIZER TYPE 2	195	POUND	\$2.00	\$390.00
44		2575.504	ROLLED EROSION PREVENTION CATEGORY 35	350	SQ YD	\$3.00	\$1,050.00
45		2575.505	SEEDING	0.65	ACRE	\$2,500.00	\$1,625.00
46		2575.508	HYDRAULIC BONDED FIBER MATRIX	2,400	POUND	\$2.25	\$5,400.00
47		2575.508	SEED MIXTURE 33-361	3	POUND	\$30.00	\$90.00
48		2575.508	SEED MIXTURE 36-311	22	POUND	\$10.00	\$220.00

TOTAL ESTIMATED CONSTRUCTION COST: \$249,447.00  
25% INDIRECT COST: \$62,361.75  
TOTAL ESTIMATED IMPROVEMENT COST: \$311,808.75

## NOTES:

(P) PLAN QUANTITY  
(EV) EXCAVATED VOLUME  
(CV) COMPACTED VOLUME  
(LV) LOOSE VOLUME

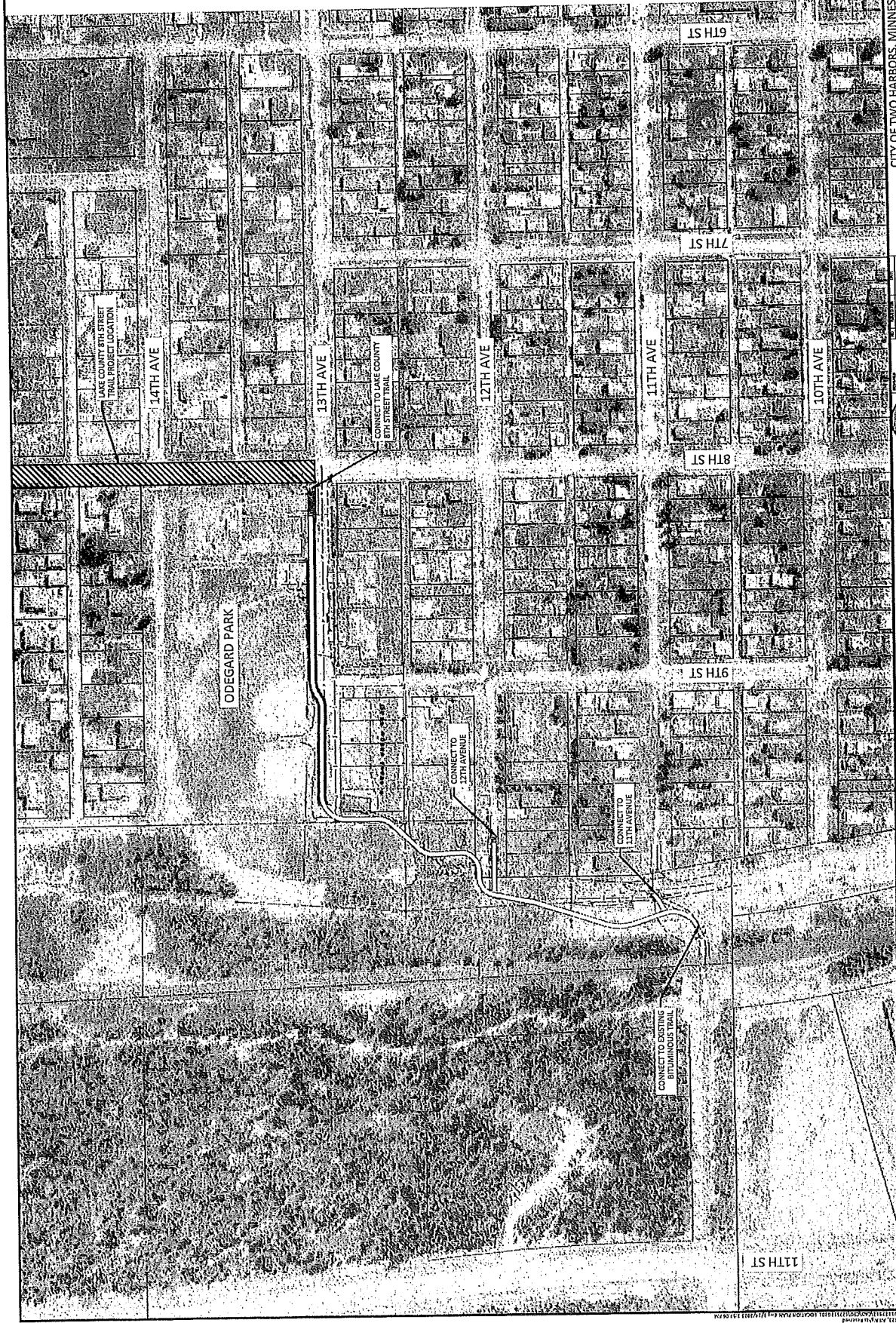
Existing Trail Signage



Looking West



Looking East



**90% PLAN SET**

JOSEPH E. BROWN

2/17/2022

**BOLTON & MENK**

4800 MILLER TRUNK HIGHWAY, SUITE 130  
DULUTH, MINNESOTA 55811  
Email: B&M@bolton-menk.com  
www.bolton-menk.com

SCALE

0 100 200  
FEET

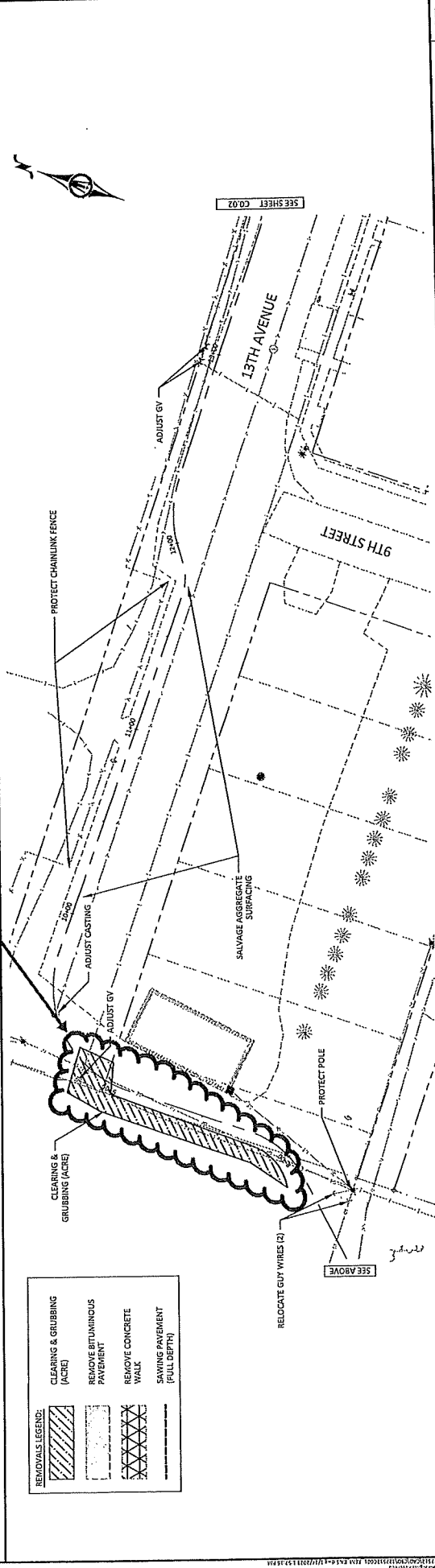
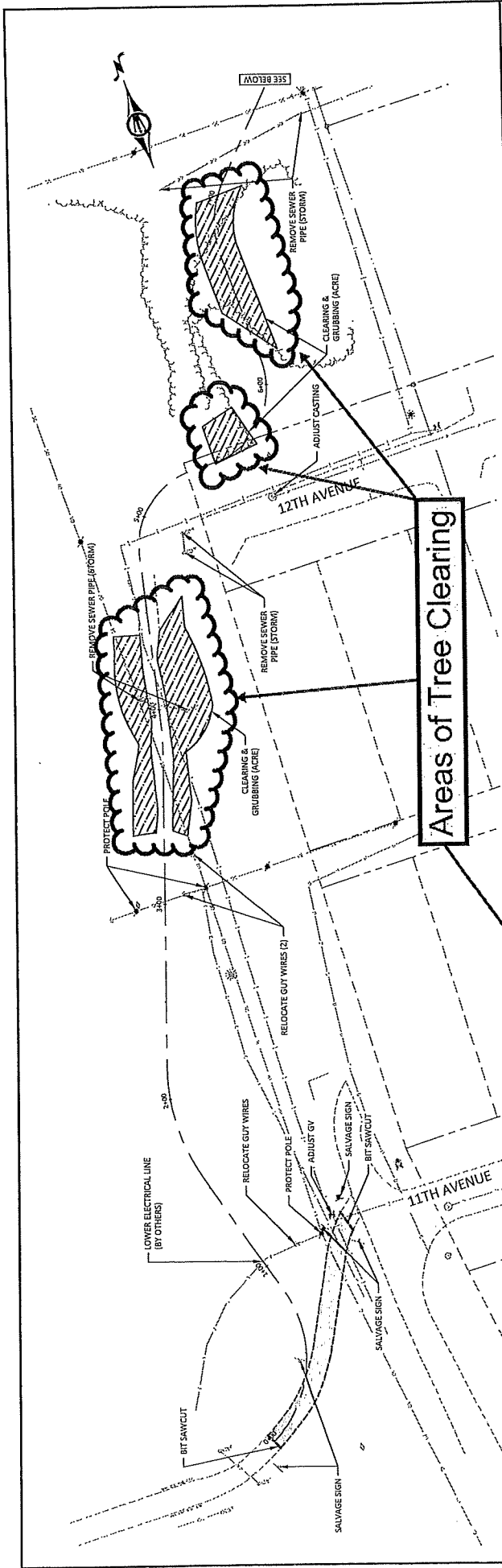
**LOCATION PLAN**

ODEGARD TRAIL

CITY OF TWO HARBORS, MINNESOTA

SHEET

G2.01



**REMOVALS LEGEND:**

	CLEARING & GRUBBING (ACRE)
	REMOVE BITUMINOUS PAVEMENT
	REMOVE CONCRETE WALK
	SAVING PAVEMENT (FULL DEPTH)

**BOLTON & MENK**

4910 MILLER TRUNK HIGHWAY, SUITE 350  
DULUTH, MINNESOTA 55811  
Email: info@bolton-menk.com  
www.bolton-menk.com

**90% PLAN SET**

JOSEPH K. REISER

2/23/2022

**REVISIONS**

NO.	DATE	DESCRIPTION
1	02/23/2022	ISSUED FOR PERMIT

**PROJECT INFORMATION**

CITY OF TWO HARBORS, MINNESOTA

ODESGARD TRAIL

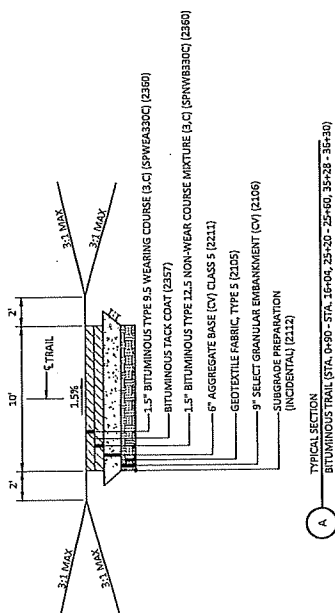
EXISTING CONDITIONS & REMOVALS PLAN

**SCALE**

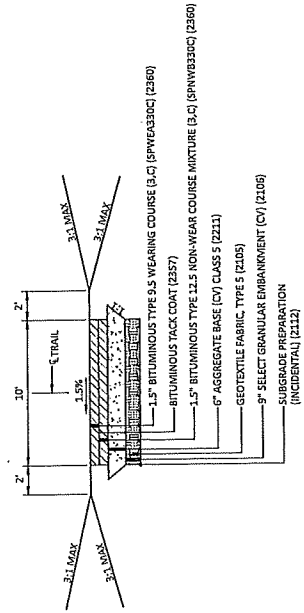
0 25 50 FEET

**SHEET**

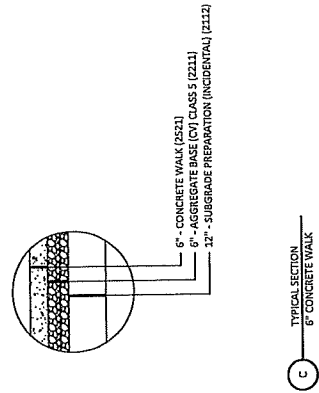
C0.01



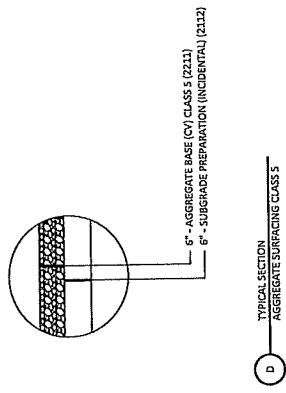
**A** TYPICAL SECTION  
BITUMINOUS TRAIL (STA. 0+90 - STA. 16+00, 25+20 - 25+60, 36+28 - 36+30)



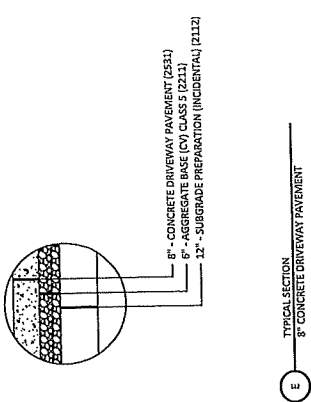
**B** TYPICAL SECTION  
BITUMINOUS TRAIL (STA. 0+00 - STA. 0+70)



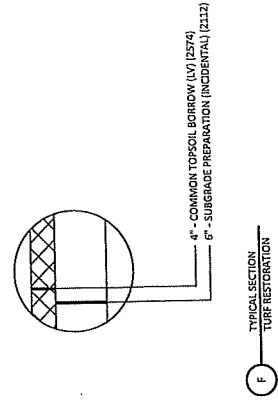
**C** TYPICAL SECTION  
6\"/>



**D** TYPICAL SECTION  
AGGREGATE SURFACING CLASS 5



**E** TYPICAL SECTION  
8\"/>



**F** TYPICAL SECTION  
TURF RESTORATION

NOTE:  
1. SECTIONS NOT TO SCALE

**BOLTON & MENK**

4590 MILLER TRUNK HIGHWAY, SUITE 350  
DULUTH, MINNESOTA 55811  
Email: info@bolton-menk.com  
www.bolton-menk.com

SHEET  
**C1.01**

CITY OF TWO HARBORS, MINNESOTA  
ODEGARO TRAIL  
TYPICAL SECTIONS

DATE: 2/13/2022

BY: JDR

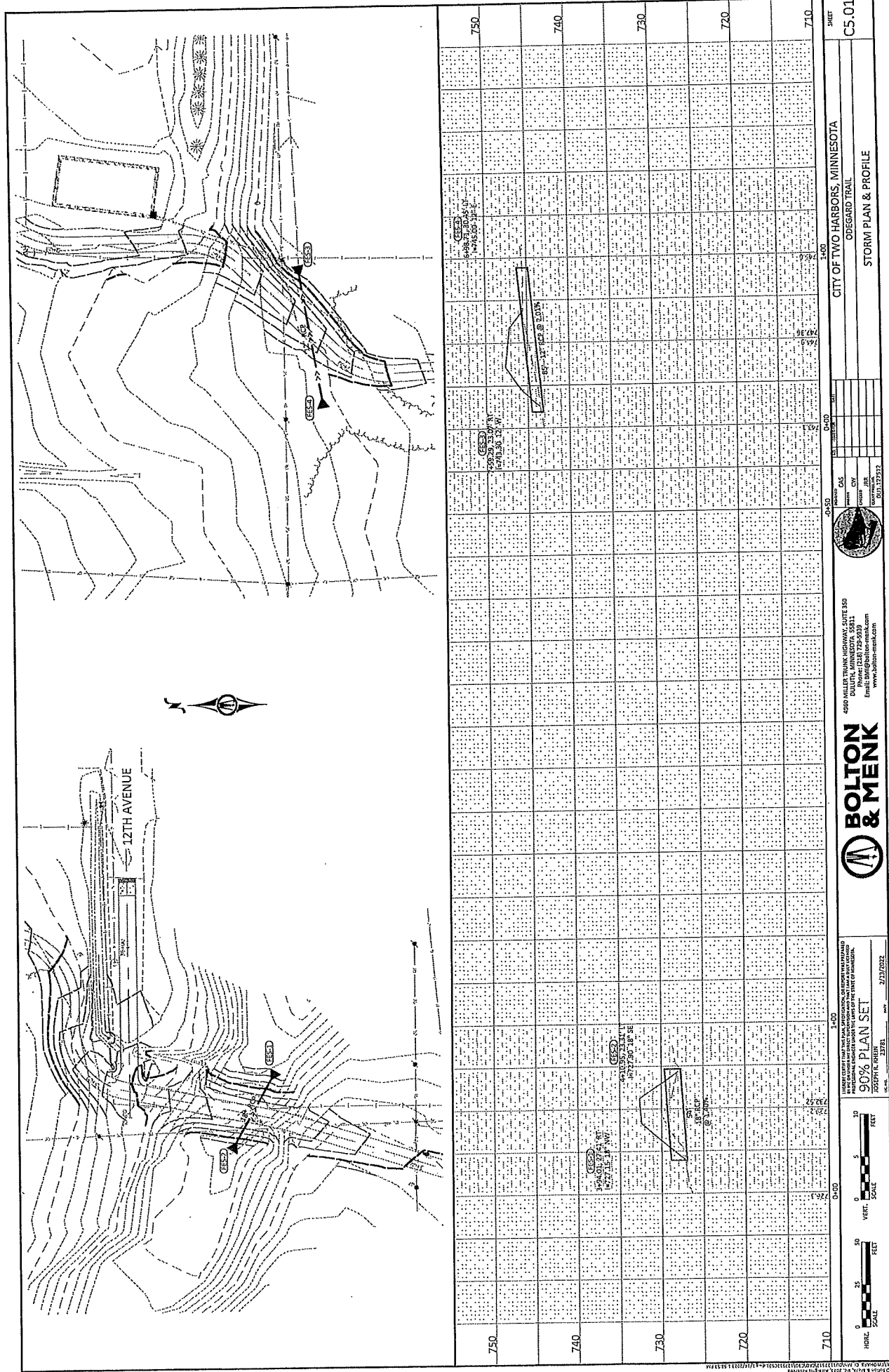
90% PLAN SET

DATE: 2/13/2022

BY: JDR

90% PLAN SET





**BOLTON & MENK**

4500 MILLER TRUNK HIGHWAY, SUITE 330  
DALLAS, MINNESOTA 55811  
Email: B.M. @ bolton-menk.com  
www.bolton-menk.com

**90% PLAN SET**

2/23/2022

**CITY OF TWO HARBORS, MINNESOTA**

**Odegard Trail**

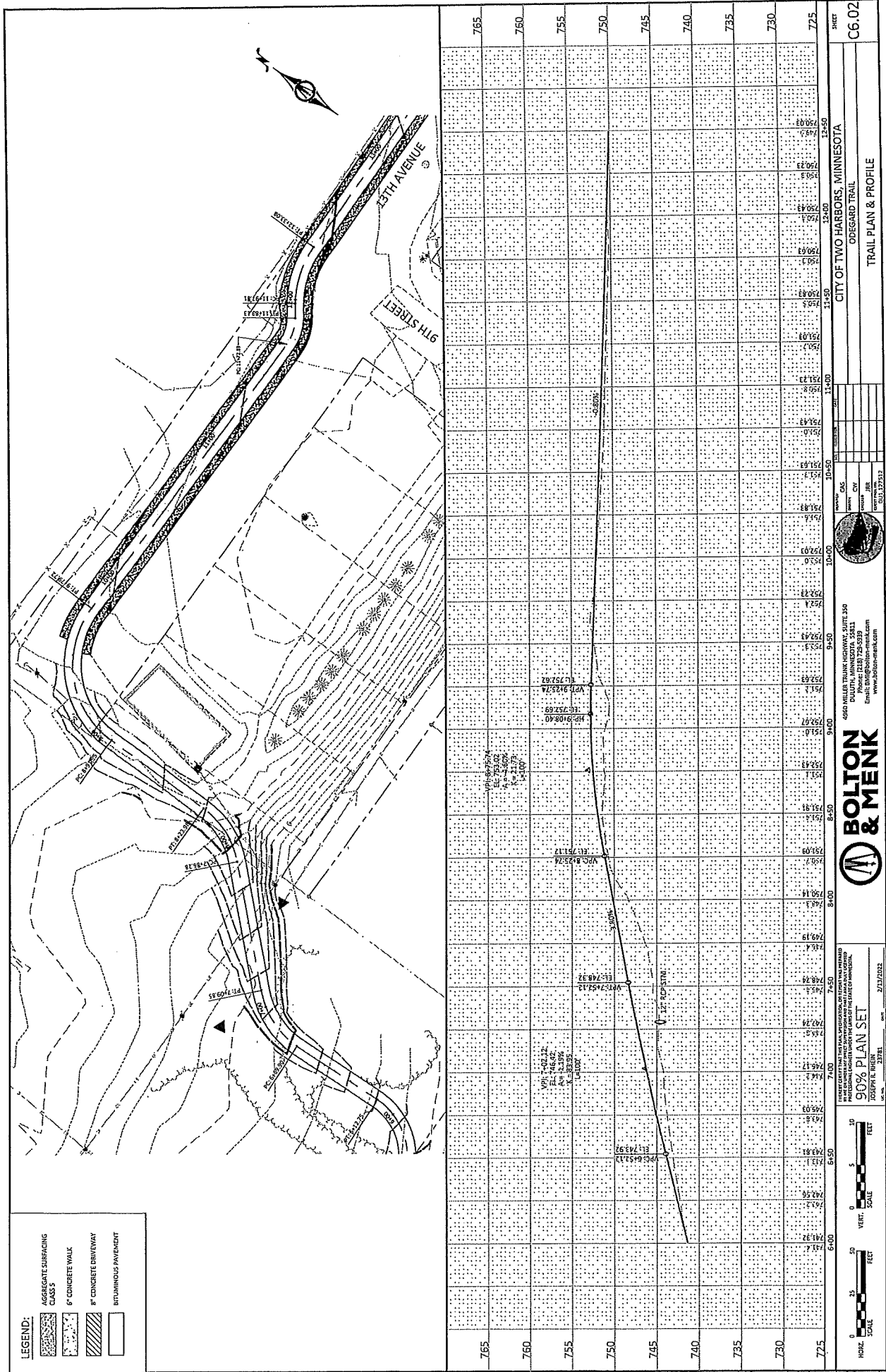
**STORM PLAN & PROFILE**

**SHEET**

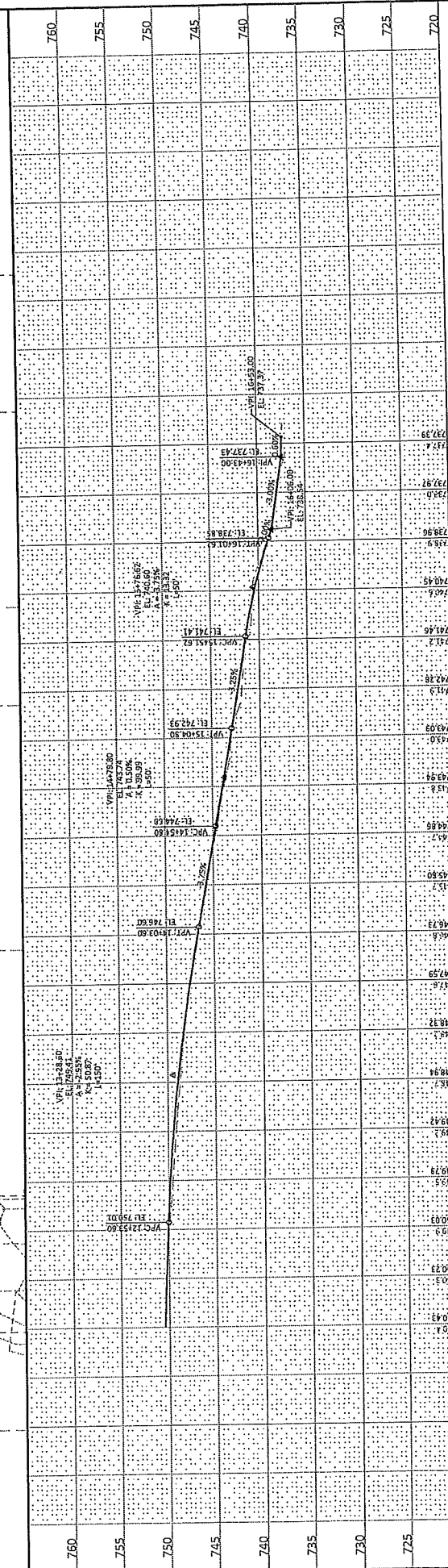
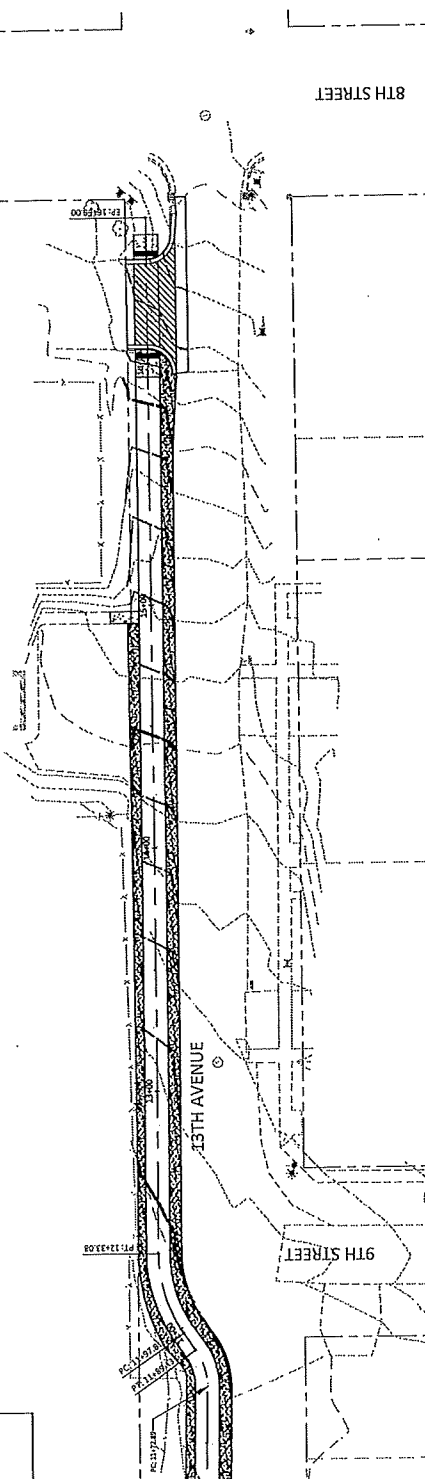
**C5.01**







- LEGEND:
- AGGREGATE SURFACING CLASS 5
  - 6" CONCRETE WALK
  - 8" CONCRETE DRIVEWAY
  - BITUMINOUS PAVEMENT



**BOLTON & MENK**

4890 MILLER TRUNK HIGHWAY, SUITE 300  
DULUTH, MINNESOTA 55811  
Email: info@bolton-menk.com  
www.bolton-menk.com

**90% PLAN SET**

DATE: 02/13/2023  
BY: JEFFREY K. RIEGER





**CITY OF TWO HARBORS, MINNESOTA**

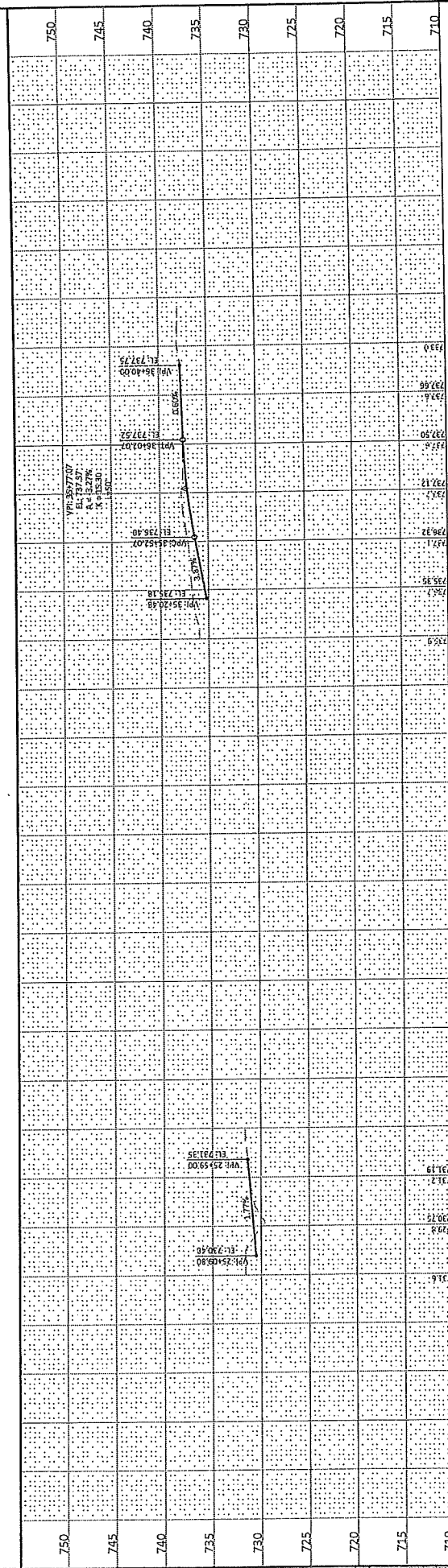
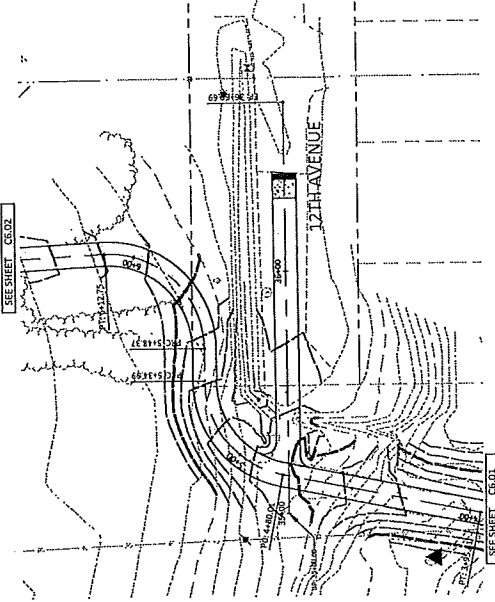
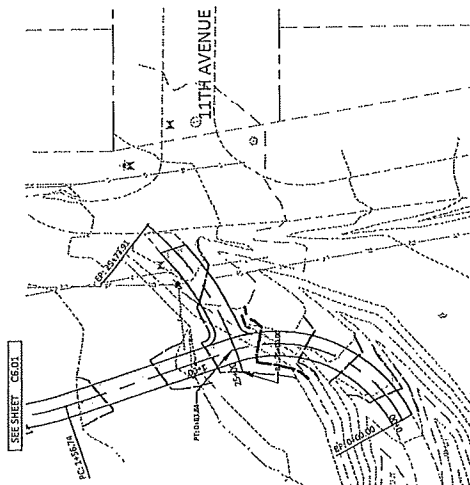
ODEGARD TRAIL

TRAIL PLAN & PROFILE

SHEET: C6.03

LEGEND:

-  AGGREGATE SUBBASE CLASS 5
-  6" CONCRETE WALK
-  8" CONCRETE DRIVEWAY
-  BITUMINOUS PAVEMENT



**90% PLAN SET**

DATE: 2/12/2023

BY: J. R. B. / J. R. B.

**100% PLAN SET**

DATE: 2/12/2023

BY: J. R. B. / J. R. B.

**HORIZ. SCALE**

1" = 40'

**VERT. SCALE**

1" = 10'

**PROJECT INFORMATION**

CITY OF TWO HARBORS, MINNESOTA

ODEGARD TRAIL

TRAIL PLAN & PROFILE

**DESIGNER**

BOLTON & MENK

4050 MILLER TRUNK HIGHWAY, SUITE 130

DULUTH, MINNESOTA 55811

Phone: 218.848.1111

Email: info@bolton-menk.com

www.bolton-menk.com

**PROJECT NO.**

2023-001

**SHEET NO.**

C6.04



**90% PLAN SET**

DATE: 2/17/2022

BY: JTB

CHECKED: JTB

DESIGNED: JTB

PROJECT: ODEGARD TRAIL

CITY: CITY OF TWO HARBORS, MINNESOTA

SHEET: C7.01

**BOLTON & MENK**

4850 MILLER TRUNK HIGHWAY, SUITE 100  
DULUTH, MINNESOTA 55812  
Email: info@boltonmenk.com  
www.boltonmenk.com





**CITY OF TWO HARBORS**  
**City Council**

**AGENDA ITEM**  
**COVER SHEET**

Originating Staff: <b>Joel Dhein, Interim Administrator</b>	Department: <b>Administration</b>	Date: <b>January 18, 2023</b>									
Agenda Item Subject: <b>Appointment of Official Newspaper</b>	Fiscal Impact: <b>Budgeted expense</b>										
<p><b>BACKGROUND:</b></p> <p>The city must appoint an official newspaper annually. The North Shore Journal is the current official newspaper of the city. There are two contenders for the 2023 appointment – the Lake County Press with offices in Two Harbors and the North Shore Journal, with offices in Silver Bay. Both are qualified legal newspapers according to a search of the legal newspaper list maintained on the Minnesota Secretary of State’s website.</p> <p>State law sets forth the requirements for appointing an official newspaper for the city (see the attached LMC memo on the subject). Under these rules the priority goes to a newspaper with offices in the city – in this case it would be the Lake County Press (see note #1 in the memo). There is an exception to the order of priority in the statute (see note #2 in the memo). If the council is unanimous and the Northshore Journal meets all the requirements set forth in the exception, then that newspaper may be appointed.</p> <p>Below are the proposal costs expressed in column inches and standard advertising units (SAU).</p> <table border="1"> <thead> <tr> <th></th> <th>Northshore Journal</th> <th>Lake County Press</th> </tr> </thead> <tbody> <tr> <td>Cost/Column Inch</td> <td>\$ 6.72</td> <td>\$ 9.00</td> </tr> <tr> <td>Cost/SAU</td> <td>\$ 4.00</td> <td>\$ 5.36</td> </tr> </tbody> </table>				Northshore Journal	Lake County Press	Cost/Column Inch	\$ 6.72	\$ 9.00	Cost/SAU	\$ 4.00	\$ 5.36
	Northshore Journal	Lake County Press									
Cost/Column Inch	\$ 6.72	\$ 9.00									
Cost/SAU	\$ 4.00	\$ 5.36									
<p><b>ACTION REQUESTED:</b></p> <p>Appoint official newspaper for the city.</p>											
<p><b>RECOMMENDATION:</b></p> <p>Appoint the Lake County Press as the city’s official newspaper. Alternately, if the council is unanimous and the Northshore Journal meets all the requirements of the exception the Northshore Journal may be appointed.</p>											
<p><b>ATTACHMENTS:</b></p> <ul style="list-style-type: none"> <li>• League of Minnesota Cities Memo “Newspaper Publication”</li> <li>• Lake County Press proposal</li> <li>• Northshore Journal proposal</li> </ul>											



# Newspaper Publication

INFORMATION MEMO

Published: July 6, 2022

## Qualified newspapers

There are a wide variety of newspapers, from local city newsletters to qualified newspapers. Sometimes, state law requires cities to publish information. When publication is not required, cities may still choose to publish it to better inform the public.

When any of the following terms are used in a statute that refers to the publication of public notice, they refer to a qualified newspaper:

- A qualified legal newspaper.
- A legal newspaper.
- An official newspaper.
- A newspaper.
- A medium of official and legal publication (Stat. § 331A.01, subd. 8).

A newspaper must meet the following criteria to be a qualified newspaper (Minn. Stat. § 331A.02, subd. 1(a)-(j)):

- It must be printed in English, in a newspaper format, and in a column and sheet form equivalent in printed space to at least 800 square inches.
- If a daily paper, it must be published and distributed at least five days each week. In any week in which there is a legal holiday, not more than four issues of a daily paper are necessary.
- If not a daily paper, it may be published and distributed at least twice a month with respect to the publishing of government public notices.
- In at least half of the issues each year, no more than 75% of its printed space can be advertising material and paid public notices.
- In all its issues each year, 25% (if published more often than weekly) or 50% (if published weekly) of its news columns must be devoted to news of local interest.
- Not more than 25% of its total non-advertising column inches in any issue may wholly duplicate any other publication unless the duplicated material is from general-news services.
- It must be of general circulation in the area to which a public notice is directed, or where there is a reasonable likelihood that the person to whom it is directed will become aware of the notice.

- It must have its known office of issue located in either the county in which it lies (in whole or in part), in the city that is publishing the public notice, or an adjoining county.
- The newspaper must file a copy of each issue promptly with the MN Historical Society.
- It must be made available at single or subscription prices to anyone requesting the newspaper and making the applicable payment, or be distributed without charge to local residents.
- The newspaper must comply with all of the above requirements for at least one year immediately preceding the date of the notice of publication.
- It must publish a sworn U.S. Post Office periodicals-class statement of ownership and circulation between Sept. 1 and Dec. 31 of each year. As an alternative, the newspaper may publish a statement of ownership and circulation verified by a recognized independent circulation auditing agency covering a period of not less than one year, ending no earlier than the June 30 preceding the publication deadline.
- It must submit a filing to the secretary of state containing the newspaper's name, address of its known office of issue, telephone number, and a statement that the newspaper has complied with all the above requirements. The filing must be after the publication but before Dec. 31, and must include a \$25 filing fee.

## Designating a newspaper

A city generally designates an official newspaper. The city publishes notices in the official newspaper to inform the public of the city's activities.

Cities may enter multi-year contracts with a qualified newspaper for publication of public notices. No multi-year contract may be for longer than three years (Minn. Stat. § 331A.06, subd. 5).

## Statutory cities

Statutory city councils must designate an official newspaper at their first meeting each year. The official newspaper is used for the publication of ordinances and other matters that are legally required to be published. The official newspaper should also be used for the publication of any other matters that the council deems to be in the public interest. The official newspaper must be a legal newspaper of general circulation in the city (Minn. Stat. § 412.831).

A statutory city may change its designation of an official newspaper at times other than the first meeting of the year (A.G. Op. 471-G (Mar. 19, 1962)).

## All cities

When a city designates an official newspaper, it must choose the newspaper in the following priority (Minn. Stat. § 331A.04, subds. 1-5).

1

- If there are one or more qualified newspapers with their offices of issue located in the city, the city must choose one of these newspapers.
- If there is no qualified newspaper with a known office of issue in the city, but one or more qualified newspapers maintain a secondary office in the city, the city must choose one of these newspapers.
- If there is no qualified newspaper with a known office of issue or a secondary office in the city, then the city must choose a qualified newspaper of general circulation.



- If the city is without an official newspaper or the publisher refuses to publish a particular public notice, the city must designate a qualified newspaper of general circulation.
- If the city has territory in two or more counties, the council may designate a separate qualified newspaper for each county.
- If no qualified newspaper exists, publication is not required (Stat. § 331A.03, subd. 1).

There is an exception to this order of priority. The city may designate any newspaper as its official newspaper if:

- The newspaper is a qualified newspaper.
- The newspaper has provided regular coverage of the proceedings of the governing body of the city and will continue to do so.
- The governing body votes unanimously to designate the newspaper.
- The publisher of the newspaper furnishes a sworn statement, verified by a recognized independent circulation auditing agency, covering a period of at least one year ending no earlier than 60 days before designation for the newspaper, stating the newspaper's circulation reaches no fewer than 75% of the households within the city (Stat. § 331A.04, subd. 6).

A city cannot designate more than one official newspaper (A.G. Op. 314-B-23 (Jan. 30, 1959)).

## Home rule charter cities

Home rule charter cities may have additional designation criteria in their charters. Officials from these cities should check the city's charter for other requirements.

## Publication requirements

Cities are subject to a variety of general publication requirements.

### Published notice

When a statute refers to "published notice" it means publication in full of the notice in the regular issue of a qualified newspaper, once each week for the number of weeks specified (Minn. Stat. § 645.11).

### Where items must be published

All public notices generally must be published in a qualified newspaper. When an item is required to be published in a newspaper that is located in a city and no qualified newspaper is located in that city, the publication must be made in a qualified newspaper that is likely to give notice unless a particular statute provides otherwise. If no qualified newspaper exists, publication is not required (Minn. Stat. § 331A.03, subd. 1).

Fourth class cities located in the Twin Cities metropolitan area are not required to publish notice in a qualified newspaper, as long as both of the following conditions are met (Minn. Stat. § 331A.03, subd. 2):

- There is no qualified non-daily newspaper of general circulation in the city.
- The notice is printed in a newsletter or similar printed means of giving notice that is prepared by the city and either mailed or delivered to each household in the city.



# Lake County Press

Mailing address: PO Box 326, Two Harbors, MN 55616  
(218) 830-3250  
kmayo@cherryroad.com

## **Legal Bids for The City of Two Harbors 2023**

- Price per column inch for legal & display ad legals = \$9.00 per column inch.  
(Column inch is 1.53" wide by 1" deep)
  - Price for Calendar of Event ads = \$8.00 per 1-20 words.
  - Price for Classified line ads = \$8.00 per 1-20 words.
  - Price for regular block display ads = \$9.00 per column inch.
  - Price for Classified block regular display ads + \$9 per column inch.  
(Column inch is 1.53" wide by 1" deep).
- 
- Second color price = \$25 extra.
  - Third and fourth color = \$45 extra.

Dated December 21, 2022  
Kitty Mayo, Editor

# NORTHSHORE JOURNAL

27 EVANS CIRCLE • SILVER BAY, MN 55614 • PHONE: 218-226-3335  
NORTHSHOREJOURNAL@GMAIL.COM • WWW.NORTHSHOREJOURNALMN.COM

January 9, 2023

City of Two Harbors, City Council

RE: Designation of Official Legal Newspaper for the City of Two Harbors

The Northshore Journal proposes the following:

\$4.00 per SAU

for all City of Two Harbors legal publications for year 2023.

## Notes:

The Lake County Press (possible competing bidder) is not a qualified legal newspaper and therefore is not qualified to bid for any legal publications. The newspaper has not complied with Minn. Statute 331A.02, which is a requirement of Minn. Statute 331A.01, and are not legally qualified to publish any legal notices, minutes, etc.

The first publication of the Lake County Press was on Jan. 29, 2022, less than one year from today's date. Therefore, they have not complied with all the conditions of Minn. Statute 331A.01, Sub. 8 Qualified Newspaper, nor would they be able to fulfill the additional requirements that must be followed after one year of publication. The Minn. Statutes can also be found at <https://www.revisor.mn.gov/statutes/cite/331A.01> and <https://www.revisor.mn.gov/statutes/cite/331A.02>

An email from the Northshore Journal with statute details was also sent out last week to all council members.

The Northshore Journal is delivered to every home (100%) each week in Two Harbors and surrounding areas, your political subdivision. The Northshore Journal also qualifies under Subd. 6 (Shown below)

## 331A.04 DESIGNATION OF A NEWSPAPER FOR OFFICIAL PUBLICATIONS.

Subdivision 1. Priority. The governing body of a political subdivision, when authorized or required by statute or charter to designate a newspaper for publication of its public notices, shall designate a qualified newspaper in the following priority.

Subd. 2. Known office in locality. If there are one or more qualified newspapers, the known office of issue of which are located within the political subdivision, one of them shall be designated.

Subd. 3. Secondary office in locality. When no qualified newspaper has a known office of issue located in the political subdivision, but one or more qualified newspapers maintain a secondary office there, one of them shall be designated.

Subd. 4. General circulation in locality. When no qualified newspaper has its known office of issue or a secondary office located within the political subdivision, then a qualified newspaper of general circulation there shall be designated.

Subd. 5. Other situations. If a political subdivision is without an official newspaper, or if the publisher refuses to publish a particular public notice, matters required to be published shall be published in a newspaper designated as provided in subdivision 4. The governing body of a political subdivision with territory in two or more counties may, if deemed in the public interest, designate a separate qualified newspaper for each county.

**Subd. 6. Exception to designation priority. (a) Notwithstanding subdivisions 1 to 3, the governing body of a political subdivision may designate any newspaper for publication of its official proceedings and public notices, if the following conditions are met:**

- (1) the newspaper is a qualified medium of official and legal publication;
  - (2) the publisher of the newspaper furnishes a sworn statement, verified by a recognized independent circulation auditing agency, covering a period of at least one year ending no earlier than 60 days before designation of the newspaper, stating that the newspaper's circulation reaches not fewer than 75 percent of the households within the political subdivision;
  - (3) the newspaper has provided regular coverage of the proceedings of the governing body of the political subdivision and will continue to do so; and
  - (4) the governing body votes unanimously to designate the newspaper.
- (b) If the circulation of a newspaper designated under this subdivision falls below 75 percent of the households within the political subdivision at any time within the term of its designation as official newspaper, its qualification to publish public notices for the political subdivision terminates.

Sincerely,

Christine Mallory

Owner/Editor

Bayside Printing & Northshore Journal



**CITY OF TWO HARBORS**  
**City Council**

**AGENDA ITEM**  
**COVER SHEET**

Originating Staff: <b>Joel Dhein, Interim Administrator</b>	Department: <b>Administration</b>	Date: <b>January 18, 2023</b>
Agenda Item Subject: <b>Administrator Recruitment</b>	Fiscal Impact: <b>TBD</b>	
<p><b>BACKGROUND:</b> Several matters to be resolved regarding the recruitment process for the city administrator position:</p> <ol style="list-style-type: none"><li>1. Selection of candidates. As of this writing we have received twelve applications. Staff scored the applications on Tuesday, the 17<sup>th</sup> using objective criteria. See attached list for the rankings. The redacted applications can be reviewed by contacting Miranda. Unredacted applications will be provided to the city council once an applicant accepts an invitation to interview.</li><li>2. Process. See the attached schedule for the proposed schedule for the interviews on Friday &amp; Saturday, February 3<sup>rd</sup> &amp; 4<sup>th</sup>.</li><li>3. Expense reimbursement. It is common for cities to offer to reimburse candidates for expenses incurred in attending the interview (travel, lodging, meals). We anticipate that we will have candidates coming from the East Coast, the Midwest, and Minnesota. Some reimbursement may make the difference in interviewing or not.</li></ol>		
<p><b>ACTION REQUESTED:</b></p> <ol style="list-style-type: none"><li>1. Approve selection of candidates to city council.</li><li>2. Confirm selection process. Make changes as advisable.</li><li>3. Determine if and how much of an expense reimbursement will be offered.</li><li>4. Submit questions for the interviews to the city administrator.</li></ol>		
<p><b>RECOMMENDATION:</b></p> <p>As recommended by the personnel committee:</p> <ol style="list-style-type: none"><li>1. Select the top six applicants as candidates for this position.</li><li>2. Adopt the interview process schedule as presented and or modified</li><li>3. Approve a reimbursement, supported by receipts, of up to \$500 for lodging, meals, and transportation. Reimbursement request must be submitted by February 10<sup>th</sup>. The city will not reimburse expenses incurred for a spouse.</li></ol>		
<p><b>ATTACHMENTS:</b></p> <ul style="list-style-type: none"><li>• Applicant Rankings</li><li>• Interview process schedule.</li></ul>		

CITY OF TWO HARBORS  
City Administrator Recruitment  
Applicant Rankings  
1/17/2023

Rank	Applicant	Score
1	Applicant #3	82
2	Applicant #5	76
3	Applicant #9	75
4	Applicant #6	72
5	Applicant #4	70
6	Applicant #10	64
7	Applicant #2	63
8	Applicant #11	59
9	Applicant #1	57
10	Applicant #12	41
11	Applicant #8	41
12	Applicant #7	40

**CITY OF TWO HARBORS**  
**City Administrator Selection Process**

This process anticipates six applicants to be interviewed. The interview schedule will be shortened with fewer candidates. Department heads will attend social event and observe interviews and report to council at the beginnings of council deliberations.

**Friday, February 3, 2023**

- 1:00 p.m. All candidates/spouses meet at city hall
- 1:30 p.m. Tour of the city by Dhein & Pietila
- 3:30 p.m. Regroup at city hall
- 4:00 p.m. Free time
- 5:30 p.m. Social event candidates, city council, and department heads

**Saturday, February 4, 2023**

- 9:30 a.m. Council Convenes
- 9:45 a.m. Interviews with city council (3x 45 min.)
- 12:00 p.m. Break – public meet & greet at community center  
(box lunch for candidates & council)
- 1:15 p.m. Council reconvenes
- 1:30 p.m. Interviews with city council (3x 45 min.)
- 3:45 p.m. Break
- 4:00 p.m. Department head report, council deliberation, selection of top two candidates;  
determine contract terms, make conditional offer



**CITY OF TWO HARBORS  
CITY COUNCIL**

**AGENDA ITEM  
COVER SHEET**

<b>Originating Staff:</b> Miranda Pietila	<b>Department:</b> Fire Department & Capital Equipment Fund	<b>Date:</b> 01/23/2023
<b>Agenda Item Subject:</b> Authorizing and directing the Mayor and City Clerk to execute a Memorandum of Understanding with the City of Silver	<b>Fiscal Impact:</b> This is the 3 <sup>rd</sup> year the city will submit for federal grant dollars for the project. There is federal funding at 95%, however this is a very competitive grant. This project will not move forward without the federal funding dollars. Total project costs were estimated at \$253,400, with a city match of 5% for \$12,670. However, prices have increased significantly and anticipate project costs to be higher.	
<b>BACKGROUND:</b> The City of Two Harbors has been selected to be the host agency to apply for and administer the Assistance to Firefighters Grant to secure funds to purchase self-contained breathing apparatus for use by the City of Two Harbors, City of Silver Bay, City of Beaver Bay and the entity that provides Fire Department service for Finland. It has been determined necessary that a memo of understanding be executed to outline the administration of the grant and provide asset accountability and reporting requirements for the assets acquired under the application in the event of final approval of the grant application and establishes the relationship between the participating agencies for participation in the program.		
<b>COUNCIL ACTION REQUESTED:</b> Authorize MOU		
<b>RECOMMENDATION:</b> Authorize MOU		

**ATTACHMENTS:** Memorandum of Understanding

**2022 ASSISTANCE TO FIREFIGHTERS GRANT REGIONAL  
GRANT APPLICATION  
MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding (MOU) is being executed by the following listed participating agencies (hereafter “participating agencies”):

**City of Two Harbors**

**City of Silver Bay**

**Finland Fire Department**

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies, listed above.

**WHEREAS**, the participating agencies have formed a working committee and developed a course of action to achieve the goals and objectives of the Assistance to Firefighters Grant Program (AFG); and

**WHEREAS**, the participating agencies have been identified as eligible jurisdictions able to collectively implement the objectives and goals of the AFG grant program; and

**WHEREAS**, the City of Two Harbors has been selected through this MOU to be the host agency to file a regional AFG grant application (the “Application”) on behalf of the participating agencies, and

**WHEREAS**, the City of Two Harbors has been selected through this MOU to administer the 2022 regional AFG grant program award and agrees to be the host agency responsible for administration of the grant including asset accountability and reporting requirements for those assets acquired under the AFG regional application in the event of approval; and

**WHEREAS**, the City of Two Harbors agrees to serve as host agent for the procurement and disbursement of all equipment received under AFG grant program award in the event of approval; and

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the participating agencies agree as follows:

**PURPOSE**

This MOU establishes the relationship between the participating agencies for participation in a Regional 2022 Assistance to Firefighters Grant Program (AFG) grant award in the event of approval of the Application.



## **PROCEDURES**

1. The City of Two Harbors (Two Harbors) will serve as the host agency to submit a regional 2022 AFG grant program application and serve as grant administrator for the participating agencies in the event of approval.

2. Pursuant to the AFG program guidelines, all items approved under the Application will be procured and administered through Two Harbors in the event of approval of the Application.

3. Two Harbors agrees, as host agency, to provide accountability for the assets acquired under the regional AFG grant award and provide reporting requirement deliverables. As such, participating agencies agree to provide Two Harbors with this information on a timely basis to remain in compliance with the requirements of the grant.

4. The participating agencies agree to accept the 2022 regional AFG grant program award and accept their respective items as listed in the AFG grant application in the event of approval.

5. The participating agencies agree to provide the required cash match in the amount of 10% of the total cost of their requested items as detailed in the grant application as required under the regional AFG Grant Program guidelines. The required match shall be paid by the participating agencies upon receipt of an invoice from Two Harbors, in advance of equipment procurement.

6. In the event of a reduced award, the participating agencies agree to accept this reduced amount and provide a 10% cash match on the total reduced award amount of their approved items.

7. Any expenditure beyond the grant award for an agency's approved item(s) remain the sole responsibility of that agency.

8. The participating agencies agree to allow Two Harbors to procure and distribute their respective assets if awarded under the regional AFG grant program.

9. The participating agencies agree to participate in cooperative training on all equipment procured under this grant award as appropriate. As host agency, training will be coordinated through Two Harbors.

10. The participating agencies agree to maintain/repair all items awarded to them under the Application in accordance with the manufacturer's warranty, and to replace the equipment if it becomes inoperable for a period of three years after official closeout of the grant agreement.

11. The participating agencies agree to promptly provide any additional documentation to Two Harbors as requested, that may be necessary in connection with the grant.

12. Participating agencies agree to promptly return any equipment or deliverables that are received in error.

13. The grant award to each agency is as follows:

**City of Two Harbors: 25 SCBA, 50 bottles, 25 masks**

**City of Silver Bay: 17 SCBA, 34 bottles, 20 masks**

**Finland Fire Department: 8 SCBA, 16 bottles, 12 masks**

### **TERMS AND TERMINATIONS**

This MOU shall be effective on the date of last signature of the participating agencies herein and shall continue in full force and effect for a period of five years after official closeout of the grant agreement.

### **GUIDELINES**

In performing its duties, responsibilities and obligations pursuant to this Agreement, each participating agency agrees to adhere to the requirement standards set forth in the AFG grant program guidance and Federal OMB Circular A-133 as applicable.

### **RECORDS**

1. Each participating agency understands that any and all records created as a result of participating in this federal grant program may be subject to the public disclosure pursuant to the Public Records Statute, Fla. Stat. Section 119.07 and shall be responsible for compliance with any public records request served upon it and any resultant award of attorney's fees for noncompliance.

2. Each participating agency shall maintain its own respective records and documents associated with this MOU sufficient to demonstrate compliance with the terms of this agreement for a period of five years from the close-out date of the agreement, and shall allow Two Harbors and the Department of Homeland Security access to such records upon request.

### **EXECUTION**

This agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

### **INSURANCE OR SELF-ASSURANCE**

Each participating agency, at its sole cost and expense, shall carry insurance, or self-insure, its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, professional liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each participating agency agrees to provide the other forty-five (45) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverage.

### **INDEPENDENT CONTRACTOR**

This MOU does not create an employee/employer relationship between the parties. It is the intent of the parties that each participating agency is an independent contractor, and each participating agency shall assume responsibility for all personnel costs for its respective employees, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law.

### **INDEMNIFICATION**

Each participating agency shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under the MOU.

To the extent permitted by law, each participating agency shall indemnify, defend, and hold Two Harbors, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of the participating agency or its employees, and the participating agency shall indemnify Two Harbors, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which Two Harbors, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the participating agency or its employees. For purposes of this provision, the participating agency's employees shall not be deemed agents or servants of Two Harbors and Two Harbor's employees shall not be deemed agents or servants of the participating agency. The participating agency will at all times be entitled to the benefits of sovereign immunity, and common law. Nothing contained in the Agreement shall be construed as a waiver of sovereign immunity.

To the extent permitted by law, Two Harbors shall indemnify, defend, and hold participating agency, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the negligent acts or omissions of Two Harbors or its employees and Two Harbors shall indemnify participating agency, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which participating agency, its officials, agents, servants and employees, might suffer in connection with or as a result of the negligent acts of the

Two Harbors or its employees. For purposes of this provision, Two Harbor's employees shall not be deemed agents or servants of participating agency and participating agency's employees shall not be deemed agents or servants of Two Harbors. Two Harbors will at all times be entitled to the benefits of sovereign immunity, and common law. Nothing contained in the Agreement shall be construed as a waiver of sovereign immunity.

### **GOVERNMENTAL IMMUNITY**

Each participating agency is a municipal corporation existing under the laws of the state of Minnesota. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a political subdivision of the state of Minnesota to be sued by third parties in any matter arising out of this Agreement or any other contract.

### **NOTICES**

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class, and certified return receipt requested, addressed as follows:

TO: City of Two Harbors  
City Administrator  
522 1st Ave  
Two Harbors, MN 55616

### **MISCELLANEOUS**

1. **COMPLIANCE WITH LAWS.** The participating agencies shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations which may be applicable in performing its duties, responsibilities, and obligations pursuant to this MOU.

2. **JOINT PREPARATION.** The participating agencies acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3. **APPLICABLE LAW AND VENUE.** This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Minnesota. Venue in any proceeding or action among the parties arising out of this MOU shall be in Lake County, Minnesota.

4. **INCORPORATION BY REFERENCE.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the participating agencies.

5. **ENTIRE AGREEMENT.** This MOU contains the entire understanding of the participating agencies relating to the subject matter hereof superseding all prior communications between the parties whether oral or written. This MOU may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by written instrument executed by the participating agencies. The failure of a participating agency to seek redress for violation of or to insist on strict performance of any of the covenants of this MOU shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and affect.

6. **SEVERABILITY.** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

7. **UNCONTROLLABLE FORCES.** Participating agencies shall not be considered to be in default of this MOU if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this MOU and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

8. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

9. **ASSIGNMENT.** Participating agencies shall not assign or transfer its rights, title or interests in the MOU.

10. **SIGNATORY AUTHORITY.** Each participating agency shall supply Two Harbors with copies of requisite documentation evidencing that the signatory for the participating agency has the authority to enter into this MOU.

11. **NO THIRD PARTY BENEFICIARIES.** The participating agencies expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein shall be construed as consent by an agency or political

subdivision of the State of Minnesota to be sued by third parties in any matter arising out of any contract.

12. **CAPTIONS.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this MOU are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.

13. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.

14. **NO GRANT OF AGENCY.** Except as the participating agencies may specify in writing, no participating agency shall have authority, expressed or implied, to act on behalf of the other participating agencies in any capacity whatsoever as an agent. No participating agency shall have any authority, express or implied, pursuant to this MOU, to bind the other participating agency to any obligation whatsoever.

15. ¶

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the participating agencies execute this instrument on the date(s) shown below:

**City of Two Harbors**

ATTEST:

By:  
Its Mayor

Its City Administrator

By:  
Its City Clerk

¶

~~City of Two Harbors~~ ¶

¶

¶

\_\_\_\_\_  
\_\_\_\_\_  
~~Date:~~

\_\_\_\_\_  
\_\_\_\_\_  
¶

~~Authorized Representative~~ ¶

Approved as to form and legal sufficiency  
Subject to the execution by participating agencies

Date:

City Attorney

**City of Silver Bay**

Date:

Authorized Representative

**Finland Fire Dept**

Date:

Authorized Representative