

TWO HARBORS CITY COUNCIL

AGENDA

July 10, 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. Natalie Zeleznikar, Representative 3B, House of Representative
2. Erik A. Simonson, Senior Lobbyist, Flaherty & Hood – Accomplishments of Coalition of Greater Minnesota Cities
3. Interview – Karen P. Howard – HRA Board

Administrative Reports:

Committee Reports:

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. Allowing claims against the City of Two Harbors to be paid on July 11, 2023.

2. Approving payroll for the second half of June 2023.
3. Accepting/authorizing the grant agreement with FEMA for the Assistance to Firefighters Grant for the purchase of 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.
4. Authorizing grant agreement with the Duluth Superior Area Foundation for the Wildfire Personal Protective Equipment for the Fire Department.
5. Approving the Local Sales Tax Agreement between the MN Department of Revenue and the City of Two Harbors.
6. Approving the Professional Services Agreement between Dave Berg Consulting, LLC and the City of Two Harbors for the utility rate study.
7. Authorizing payment to Bolton & Menk in the amount of \$37,271.20 for professional services from May 13, 2023 to June 9, 2023 for the Wastewater Treatment Facility Project.
8. Authorizing payment to Bolton & Menk in the amount of \$4,595.60 for professional services from May 13, 2023 to June 9, 2023 for the Chlorine Tank Project.
9. Authorizing payment to American Engineering Testing in the amount of \$14,800.00 for geotechnical exploration and report services for the Two Harbors Municipal Liquor Store.
10. Authorizing payment to Lakehead Constructors, Inc. in the amount of \$965,929.12, for pay application No. 20 for the Wastewater Treatment Facility Improvement Project.
11. Authorizing discarding list of non-repairable transformers for a salvage value of \$193.75 and repair damaged transformers for \$4,215 with T&R Electric Supply Co.
12. Authorizing the purchase of 5500 feet of high voltage wire from Resco in the amount of \$29,564.70 for the Wastewater Treatment Plant Project and future expansion and repairs.
13. Appointing _____ to the Building Maintenance Custodian position pending physical and drug testing exam, with a start date of July 24, 2023.
14. Appointing Toni Maki to the position of Administrative Assistant/Deputy Clerk.
15. Accept resignation of Shawn Pierce, with regret, from the position of Fireman with the Two Harbors Fire Department and authorizing a letter of appreciation for his services.

Communications:

1. Communication from Administration – The city closed on the HWY 61 Property on Thursday, June 29th, city now owns parcel along HWY 61
2. Communication from Jennifer Selchow, Engineer for Bolton & Menk, regarding Project Updates for the Wastewater Treatment Plant Project.

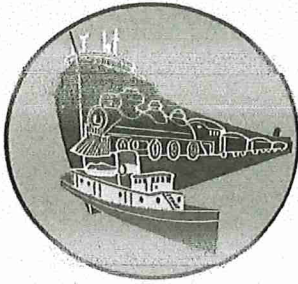
Unfinished Business:

New Business:

1. Approving the proposal and contract between City of Two Harbors and Custom Fire Apparatus, Inc., for the purchase of a Pumper Truck to replace Engine 25 for a cost of \$949,475.

Other.

Adjourn:



City of Two Harbors
522 1st Avenue
Two Harbors, MN 55616

Application to Join a City of Two Harbors Committee or Commission

Date: 6/24/2023

Name of Committee(s)/Commission(s) you are interested in joining:

Housing + Redevelopment Authority

Full Legal Name: KAREN P. HOWARD

Address: 117 1st Ave, Two Harbors

Do you reside in the 55616 zip code: YES

Phone: 612-508-3878

Email: KAREN.HOWARD12@mc.com

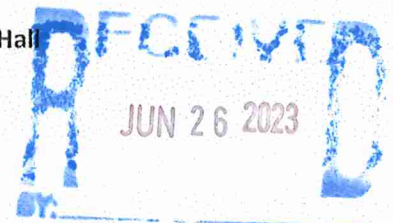
How did you hear about the Committee(s)/Commission(s) you are applying to join?

LAKE COUNTY PRESS

Why would you like to join the Committee(s)/Commission(s) you are applying to join?

This is an amazing city with tremendous growth potential. I would like to be part of the team that positions Two Harbors for the future in a strategic and environmentally conscious manner.
I appreciate your consideration.

Please submit completed application to Two Harbors City Hall



PACKET: 02736 CHECK RUN 7/11/2023
VENDOR SET: 01 CITY OF TWO HARBORS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-3402	ACME TOOLS - DULUTH					
=====						
I-11484370		RIDGID MANUAL THREADER	56.15			
7/05/2023	APBNK	DUE: 8/04/2023 DISC: 8/04/2023		1099: N		
		RIDGID MANUAL THREADER		605 49610-210	OPERATING SUPPLIES	56.15
=== VENDOR TOTALS ===			56.15			
=====						
01-3679	AMERICAN BOTTLING COMPANY					
=====						
I-3313623340		MIX	192.14			
6/27/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		MIX		609 49750-264	PURCHASES - MIX	192.14
=== VENDOR TOTALS ===			192.14			
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01-3389	AMERICAN ENGINEERING TESTING,					
=====						
I-INV-130364		GEOTECHNICAL EXPLORATION	14,800.00			
6/23/2023	APBNK	DUE: 7/23/2023 DISC: 7/23/2023		1099: N		
		GEOTECHNICAL EXPLORATION		609 49750-520	CAPITAL OUTLAY - BUILDIN	14,800.00
=== VENDOR TOTALS ===			14,800.00			
=====						
01-0704	AMERICAN SOLUTIONS FOR BUSINES					
=====						
I-INV06776983		MUGS W/STRAW EMPLOYEE WELLNES	1,155.85			
6/23/2023	APBNK	DUE: 7/23/2023 DISC: 7/23/2023		1099: N		
		MUGS W/STRAW EMPLOYEE WELLNESS		101 49100-439	MISCELLANEOUS	1,155.85
=== VENDOR TOTALS ===			1,155.85			
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01-4226	ARTISAN BEER COMPANY					
=====						
I-3612346		WINE	106.15			
6/29/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		WINE		609 49750-263	PURCHASES - WINE	106.15
=====						
I-3612347		BEER	641.45			
6/29/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		BEER		609 49750-262	PURCHASES - BEER	641.45
=== VENDOR TOTALS ===			747.60			

CA#1 7.10.2023

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-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-0841 AUTO VALUE							
I-123196834		BRAKE CLEANER, CLOTHS		19.57			
7/05/2023	APBNK	DUE: 8/04/2023 DISC: 8/04/2023		1099: N			
		BRAKE CLEANER, CLOTHS		101 42200-222	VEHICLES - SUPPLIES & MA	19.57	
I-AUTOV2023-JULY		AUTO VALUE		2,354.18			
6/27/2023	APBNK	DUE: 7/26/2023 DISC: 7/26/2023		1099: N			
		AUTO VALUE		101 42200-222	VEHICLES - SUPPLIES & MA	232.87	
		AUTO VALUE		601 49430-210	OPERATING SUPPLIES	3.79	
		AUTO VALUE		660 45183-210	OPERATING SUPPLIES	1,227.95	
		AUTO VALUE		101 43126-221	MAINT. AND REPAIR SUPPLI	614.08	
		AUTO VALUE		101 49001-221	MAINT. AND REPAIR SUPPLI	275.49	
		=== VENDOR TOTALS ===		2,373.75			
=====							
01-0532 BATTERIES PLUS BULBS							
I-P63801211		12V 7AH LEAD AND 6V 5AH		65.96			
7/05/2023	APBNK	DUE: 8/04/2023 DISC: 8/04/2023		1099: N			
		12V 7AH LEAD AND 6V 5AH		604 49570-221	MAINT. AND REPAIR SUPPLI	65.96	
		=== VENDOR TOTALS ===		65.96			
=====							
01-2672 BERNICK'S							
I-30041186		THC/CBD		881.76			
6/27/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N			
		THC/CBD		609 49750-267	PURCHASES - THC/CBD	881.76	
I-30041187		BEER AND MIX		19,875.40			
6/27/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N			
		BEER AND MIX		609 49750-262	PURCHASES - BEER	19,629.05	
		BEER AND MIX		609 49750-264	PURCHASES - MIX	246.35	
I-30041188		MIX		118.68			
6/27/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N			
		MIX		609 49750-264	PURCHASES - MIX	118.68	
I-30042263		BEER		2,542.10			
6/30/2023	APBNK	DUE: 7/29/2023 DISC: 7/29/2023		1099: N			
		BEER		609 49750-262	PURCHASES - BEER	2,542.10	
		BEER		609 49750-262	PURCHASES - BEER	0.00	
I-30042579		THC/CBD		80.00			
7/03/2023	APBNK	DUE: 8/02/2023 DISC: 8/02/2023		1099: N			
		THC/CBD		609 49750-267	PURCHASES - THC/CBD	80.00	

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POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-2672	BERNICK'S	(** CONTINUED **)					
=====							
I-30042581		BEER		8,451.00			
7/03/2023	APBNK	DUE: 8/02/2023 DISC: 8/02/2023			1099: N		
		BEER			609 49750-261	PURCHASES - LIQUOR	235.00
		BEER			609 49750-262	PURCHASES - BEER	8,216.00
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I-30042582		MIX		24.50			
7/03/2023	APBNK	DUE: 8/02/2023 DISC: 8/02/2023			1099: N		
		MIX			609 49750-264	PURCHASES - MIX	24.50
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		=== VENDOR TOTALS ===		31,973.44			
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01-4943	BILL MAYDOLE						
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I-CLPGRANT-23		ENERGY REBATE		50.00			
6/29/2023	APBNK	DUE: 7/29/2023 DISC: 7/29/2023			1099: N		
		ENERGY REBATE			604 49590-446	CONSERVATION IMPROVEMENT	50.00
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		=== VENDOR TOTALS ===		50.00			
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01-4128	BOLTON & MENK, INC						
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I-0314224		WWTP ENGINEERING		37,271.20			
6/19/2023	APBNK	DUE: 7/19/2023 DISC: 7/19/2023			1099: N		
		WWTP ENGINEERING			602 49480-530	CAPITAL OUTLAY - IMPROVE	37,271.20
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I-0314232		ENGINEERING-CHLORINE TANK		4,595.60			
6/19/2023	APBNK	DUE: 7/18/2023 DISC: 7/18/2023			1099: N		
		ENGINEERING-CHLORINE TANK			601 49420-530	CAP OUTLAY - IMPROVEMENT	4,595.60
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		=== VENDOR TOTALS ===		41,866.80			
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01-0935	BORDER STATE ELECTRIC SUPPLY						
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I-926499976		MID-BR54U 125/250V		668.40			
6/20/2023	APBNK	DUE: 7/20/2023 DISC: 7/20/2023			1099: N		
		MID-BR54U 125/250V			604 49570-221	MAINT. AND REPAIR SUPPLI	668.40
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		=== VENDOR TOTALS ===		668.40			
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01-4319	BREAKTHRU BEVERAGE MN						
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I-11075956		LIQUOR		3,532.41			
7/05/2023	APBNK	DUE: 8/04/2023 DISC: 8/04/2023			1099: N		
		LIQUOR			609 49750-261	PURCHASES - LIQUOR	3,476.54
		LIQUOR			609 49750-333	FREIGHT	55.87

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01-4319	BREAKTHRU BEVERAGE MN	{ ** CONTINUED ** }				
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I-110980312		LIQUOR, WINE AND MIX	4,894.44			
6/28/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		LIQUOR, WINE AND MIX		609 49750-261	PURCHASES - LIQUOR	3,949.18
		LIQUOR, WINE AND MIX		609 49750-263	PURCHASES - WINE	728.00
		LIQUOR, WINE AND MIX		609 49750-264	PURCHASES - MIX	111.80
		LIQUOR, WINE AND MIX		609 49750-333	FREIGHT	105.46
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I-110980313		FRIEGHT	1.85			
6/28/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		FRIEGHT		609 49750-333	FREIGHT	1.85
		=== VENDOR TOTALS ===	8,428.70			
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01-4942	C&L DISTRIBUTING					
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C-27510001		C&L DISTRIBUTING	73.60CR			
7/05/2023	APBNK	DUE: 7/05/2023 DISC: 7/05/2023		1099: N		
		C&L DISTRIBUTING		609 49750-262	PURCHASES - BEER	73.60CR
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I-1730883		BEER	168.00			
7/05/2023	APBNK	DUE: 8/04/2023 DISC: 8/04/2023		1099: N		
		BEER		609 49750-262	PURCHASES - BEER	168.00
=====						
I-1730896		BEER AND MIX	12,768.35			
7/05/2023	APBNK	DUE: 8/04/2023 DISC: 8/04/2023		1099: N		
		BEER AND MIX		609 49750-262	PURCHASES - BEER	12,634.15
		BEER AND MIX		609 49750-264	PURCHASES - MIX	132.20
		BEER AND MIX		609 49750-333	FREIGHT	2.00
		=== VENDOR TOTALS ===	12,862.75			
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01-4931	CAVALIN PLUMBING INC					
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I-14899		4"GALV. PIPE 30GA	63.20			
6/15/2023	APBNK	DUE: 7/15/2023 DISC: 7/15/2023		1099: N		
		4"GALV. PIPE 30GA		101 42200-210	OPERATING SUPPLIES	63.20
		=== VENDOR TOTALS ===	63.20			
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01-4837	CHERRYROAD MEDIA					
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I-202305-92465		MEETING MINUTES AND JOB DISCR	1,556.00			
5/31/2023	APBNK	DUE: 6/30/2023 DISC: 6/30/2023		1099: N		
		MEETING MINUTES AND JOB DISCRI		101 41110-352	NOTICES AND ADS	944.00
		MEETING MINUTES AND JOB DISCRI		101 43100-439	MISCELLANEOUS	270.00
		MEETING MINUTES AND JOB DISCRI		101 41400-210	OPERATING SUPPLIES	342.00

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-4837	CHERRYROAD MEDIA	(** CONTINUED **)				
=====						
I-98218		JOB OPENINGS	1,913.00			
6/30/2023	APBNK	DUE: 7/30/2023 DISC: 7/30/2023		1099: N		
		JOB OPENINGS		101 42100-210	OPERATING SUPPLIES	768.00
		JOB OPENINGS		101 41400-210	OPERATING SUPPLIES	866.00
		JOB OPENINGS		601 49420-210	OPERATING SUPPLIES	144.00
		JOB OPENINGS		602 49480-210	OPERATING SUPPLIES	135.00
=== VENDOR TOTALS ===			3,469.00			
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01-1502	CINTAS CORPORATION					
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I-4159916131		MATS AND UNIFORMS	204.65			
6/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		MATS AND UNIFORMS		101 43100-210	OPERATING SUPPLIES	67.53
		MATS AND UNIFORMS		604 49570-210	OPERATING SUPPLIES	67.53
		MATS AND UNIFORMS		605 49610-210	OPERATING SUPPLIES	69.59
=====						
I-4160554959		MATS AND MECH. UNIFORMS	218.77			
7/05/2023	APBNK	DUE: 8/04/2023 DISC: 8/04/2023		1099: N		
		MATS AND MECH. UNIFORMS		101 43100-210	OPERATING SUPPLIES	72.19
		MATS AND MECH. UNIFORMS		604 49570-210	OPERATING SUPPLIES	72.19
		MATS AND MECH. UNIFORMS		605 49610-210	OPERATING SUPPLIES	74.39
=====						
I-4160555050		MATS	22.30			
7/05/2023	APBNK	DUE: 8/04/2023 DISC: 8/04/2023		1099: N		
		MATS		609 49750-210	OPERATING SUPPLIES	22.30
=====						
I-4160555078		BLACK MATS	7.92			
7/05/2023	APBNK	DUE: 8/04/2023 DISC: 8/04/2023		1099: N		
		BLACK MATS		101 41400-210	OPERATING SUPPLIES	7.92
=== VENDOR TOTALS ===			453.64			
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01-0651	COCA COLA BEVERAGES OF DULUTH					
=====						
I-3223523		MIX	289.90			
6/30/2023	APBNK	DUE: 7/29/2023 DISC: 7/29/2023		1099: N		
		MIX		609 49750-264	PURCHASES - MIX	289.90
=== VENDOR TOTALS ===			289.90			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-4755		COSTIN GROUP INC				
=====						
I-1858		CONSULTING/GOVT.RELATIONS	1,500.00			
6/30/2023	APBNK	DUE: 7/29/2023 DISC: 7/29/2023		1099: N		
		CONSULTING/GOVT.RELATIONS		101 49100-300	PROFESSIONAL SERVICES	1,500.00
=== VENDOR TOTALS ===			1,500.00			
=====						
01-2568		DELTA DENTAL				
=====						
I-1289633		DENTAL PREM.	1,059.78			
6/24/2023	APBNK	DRAFT 7/03/2023		1099: N		
		DENTAL PREM.		101 42100-132	DENTAL INSURANCE	367.88
		DENTAL PREM.		101 43100-132	DENTAL INSURANCE	646.05
		DENTAL PREM.		602 49490-132	DENTAL INSURANCE	45.85
=== VENDOR TOTALS ===			1,059.78			
=====						
01-1973		DSC COMMUNICATIONS				
=====						
I-2232214		WPS: REPAIR PROCESSING	48.00			
6/29/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		WPS: REPAIR PROCESSING		101 42200-210	OPERATING SUPPLIES	48.00
=== VENDOR TOTALS ===			48.00			
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01-3329		FASTENAL				
=====						
I-MNTWH36052		SPAS AND EE2 SLING	198.46			
6/20/2023	APBNK	DUE: 7/19/2023 DISC: 7/19/2023		1099: N		
		SPAS AND EE2 SLING		101 43100-210	OPERATING SUPPLIES	198.46
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I-MNTWH36053		LIME MESH VEST, NYLOCK, HCS	211.32			
6/20/2023	APBNK	DUE: 7/19/2023 DISC: 7/19/2023		1099: N		
		LIME MESH VEST, NYLOCK, HCS		101 43100-210	OPERATING SUPPLIES	211.32
=====						
I-MNTWH36054		SS FW	24.82			
6/20/2023	APBNK	DUE: 7/19/2023 DISC: 7/19/2023		1099: N		
		SS FW		604 49570-210	OPERATING SUPPLIES	24.82
=== VENDOR TOTALS ===			434.60			
=====						
01-0294		FERGUSON ENTERPRISES INC. #165				
=====						
I-0513847		3 ALUM QCK COUPP	80.52			
6/15/2023	APBNK	DUE: 7/14/2023 DISC: 7/14/2023		1099: N		
		3 ALUM QCK COUPP		601 49430-210	OPERATING SUPPLIES	80.52
=== VENDOR TOTALS ===			80.52			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0897	FRONTIER					

I-2023FRONTIER07		PHONE-JULY2023	153.78			
7/01/2023	APBNK	DUE: 7/20/2023 DISC: 7/20/2023		1099: N		
		PHONE-JULY2023		601 49440-321	TELEPHONE	76.89
		PHONE-JULY2023		604 49590-321	TELEPHONE	76.89
		=== VENDOR TOTALS ===	153.78			
=====						
01-4582	KATHRYN GROENEVELD					

I-CAMPREIMB063023		SUMMER HELP RIEMB	1,822.47			
6/30/2023	APBNK	DUE: 7/30/2023 DISC: 7/30/2023		1099: Y		
		SUMMER HELP RIEMB		660 45183-303	CONTRACTUAL SERVICES	1,822.47

I-STIPEND070123		KATHRYN GROENEVELD	875.00			
7/01/2023	APBNK	DUE: 7/31/2023 DISC: 7/31/2023		1099: Y		
		KATHRYN GROENEVELD		660 45183-303	CONTRACTUAL SERVICES	875.00
		=== VENDOR TOTALS ===	2,697.47			
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01-2422	GULBRANSON EXCAVATING CO.					

I-100560		DIRECTIONALBORES-VAN HOVENPAR	36,000.00			
6/22/2023	APBNK	DUE: 7/22/2023 DISC: 7/22/2023		1099: N		
		DIRECTIONALBORES-VAN HOVENPARK		604 49570-530	CAP OUTLAY - IMPROVEMENT	36,000.00
		=== VENDOR TOTALS ===	36,000.00			
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01-0387	HAWKINS, INC.					

I-06515847		CHLORINE CYLINDER, AZONE 15	2,508.97			
7/05/2023	APBNK	DUE: 8/04/2023 DISC: 8/04/2023		1099: N		
		CHLORINE CYLINDER, AZONE 15		601 49420-216	CHEMICALS	2,508.97

I-6515861		CHLORINE CYLINDER. BLUE DRUM	15,253.02			
7/05/2023	APBNK	DUE: 8/04/2023 DISC: 8/04/2023		1099: N		
		CHLORINE CYLINDER. BLUE DRUM		601 49420-216	CHEMICALS	15,253.02
		=== VENDOR TOTALS ===	17,761.99			
=====						
01-2898	HOUSING & REDEVELOPMENT AUTHOR					

I-THHRA0623		MTCHG FUNDS NEIBRHD. REVTLZTN	12,000.00			
6/26/2023	APBNK	DUE: 6/26/2023 DISC: 6/26/2023		1099: N		
		MTCHG FUNDS NEIBRHD. REVTLZTN		660 45183-439	MISCELLANEOUS	10,000.00
		MTCHG FUNDS NEIBRHD. REVTLZTN		660 45183-439	MISCELLANEOUS	2,000.00
		=== VENDOR TOTALS ===	12,000.00			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-3436	INNOVATIVE OFFICE SOLUTIONS, L					
=====						
I-IN4110066		NAME PLATES	33.04			
3/01/2023	APBNK	DUE: 7/26/2023 DISC: 7/26/2023		1099: N		
		NAME PLATES		101 41400-210	OPERATING SUPPLIES	33.04
=== VENDOR TOTALS ===			33.04			
=====						
01-6108	MICHAEL JACOBSON					
=====						
I-CLPGRANT-23		ENERGY REBATE	25.00			
6/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		ENERGY REBATE		604 49590-446	CONSERVATION IMPROVEMENT	25.00
=== VENDOR TOTALS ===			25.00			
=====						
01-2255	JAW'S COMPUTER SERVICES, LLC					
=====						
I-12972		IT SERVICES-JUNE 2023	787.48			
6/23/2023	APBNK	DRAFT 7/22/2023		1099: N		
		IT SERVICES-JUNE 2023		101 41400-201	OFFICE SUPPLIES AND EXPE	31.71
		IT SERVICES-JUNE 2023		601 49440-201	OFFICE SUPPLIES AND EXPE	2.49
		IT SERVICES-JUNE 2023		602 49490-201	OFFICE SUPPLIES AND EXPE	47.85
		IT SERVICES-JUNE 2023		604 49590-201	OFFICE SUPPLIES AND EXPE	110.55
		IT SERVICES-JUNE 2023		605 49620-201	OFFICE SUPPLIES AND EXPE	34.41
		IT SERVICES-JUNE 2023		651 49520-201	OFFICE SUPPLIES AND EXPE	5.49
		IT SERVICES-JUNE 2023		241 45125-201	OFFICE SUPPLIES AND EXPE	554.98
=== VENDOR TOTALS ===			787.48			
=====						
01-3605	DYLAN JINDRA					
=====						
I-362516		JUNE 2023 RESERVATION	16,762.47			
6/30/2023	APBNK	DRAFT 7/13/2023		1099: N		
		JUNE 2023 RESERVATION		605 49600-251	PURCHASE GAS FOR RESALE	16,762.47
=== VENDOR TOTALS ===			16,762.47			
=====						
01-0399	JOHNSON BROS LIQUOR CO					
=====						
I-2330851		LIQUOR, WINE AND MIX	4,281.11			
6/29/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		LIQUOR, WINE AND MIX		609 49750-261	PURCHASES - LIQUOR	2,155.64
		LIQUOR, WINE AND MIX		609 49750-263	PURCHASES - WINE	1,966.59
		LIQUOR, WINE AND MIX		609 49750-264	PURCHASES - MIX	37.00
		LIQUOR, WINE AND MIX		609 49750-333	FREIGHT	121.88
=====						
I-2330852		BEER	30.00			
6/29/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		BEER		609 49750-262	PURCHASES - BEER	30.00
=== VENDOR TOTALS ===			4,311.11			

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-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----		DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====							
01-1186	KINECT ENERGY GROUP						
=====							
I-361886		ENERGY MGMT FEE - JULY		2,650.00			
7/01/2023	APBNK	DRAFT	7/10/2023		1099: N		
		ENERGY MGMT FEE - JULY			604 49590-300	PROFESSIONAL SERVICES	1,800.00
		ENERGY MGMT FEE - JULY			605 49620-300	PROFESSIONAL SERVICES	850.00
		=== VENDOR TOTALS ===		2,650.00			
=====							
01-1187	KINECT ENERGY GROUP-ACH						
=====							
I-362516		JUNE 2023 RESERVATION		16,762.47			
6/30/2023	APBNK	DRAFT	7/13/2023		1099: N		
		JUNE 2023 RESERVATION			605 49600-251	PURCHASE GAS FOR RESALE	16,762.47
		=== VENDOR TOTALS ===		16,762.47			
=====							
01-4172	KTWH RADIO						
=====							
I-KTWHJULY23		JULY2023 PUBLIC RADIO SERVICE		200.00			
7/01/2023	APBNK	DUE: 7/31/2023 DISC: 7/31/2023			1099: Y		
		JULY2023 PUBLIC RADIO SERVICES			101 49100-433	DUES AND SUBSCRIPTIONS	200.00
		=== VENDOR TOTALS ===		200.00			
=====							
01-2475	LAKE CO. ATTORNEY						
=====							
I-LAKCOAT0623		JAN-JUNE 2023 CONTRACT		3,750.00			
6/30/2023	APBNK	DUE: 7/30/2023 DISC: 7/30/2023			1099: N		
		JAN-JUNE 2023 CONTRACT			101 41610-303	CONTRACTUAL SERVICES	3,750.00
		=== VENDOR TOTALS ===		3,750.00			
=====							
01-0402	LAKE CO. AUDITOR'S						
=====							
I-LAKECOUTIL0703		LAW ENF CENT UTILITIES 1-3 QR		8,250.00			
7/01/2023	APBNK	DUE: 7/31/2023 DISC: 7/31/2023			1099: N		
		LAW ENF CENT UTILITIES 1-3 QRT			101 42100-380	UTILITIES	2,750.00
		LAW ENF CENT UTILITIES 1-3 QRT			101 42100-380	UTILITIES	2,750.00
		LAW ENF CENT UTILITIES 1-3 QRT			101 42100-380	UTILITIES	2,750.00
		=== VENDOR TOTALS ===		8,250.00			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0689 LAKE CO. HUMANE SOCIETY						
=====						
I-LAKCO. AN. 0723		1ST. 2ND, 3RD QRT 2023 STIPEN	6,000.00			
7/01/2023	APBNK	DUE: 7/31/2023 DISC: 7/31/2023		1099: N		
		LAKE CO. HUMANE SOCIETY		101 42700-310	HUMANE SOCIETY	2,000.00
		LAKE CO. HUMANE SOCIETY		101 42700-310	HUMANE SOCIETY	2,000.00
		LAKE CO. HUMANE SOCIETY		101 42700-310	HUMANE SOCIETY	2,000.00
		=== VENDOR TOTALS ===	6,000.00			
=====						
01-3796 LAKEHEAD CONSTRUCTORS, INC.						
=====						
I-PAYAPPNO.20		WWTP CONTRUCTION	965,929.12			
6/23/2023	APBNK	DUE: 7/23/2023 DISC: 7/23/2023		1099: N		
		WWTP CONTRUCTION		602 49480-530	CAPITAL OUTLAY - IMPROVE	965,929.12
		=== VENDOR TOTALS ===	965,929.12			
=====						
01-0325 LAKESHORE ICE						
=====						
I-06-303136		SMALL ICE BAGS	239.36			
6/27/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		SMALL ICE BAGS		660 45183-230	PURCHASES - ICE	239.36
		=== VENDOR TOTALS ===	239.36			
=====						
01-4574 LAKEVIEW MEMORIAL HOSPITAL						
=====						
I-CLPGRANT-23		MIXED EN EFF. LIGHTING	1,290.73			
6/27/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		MIXED EN EFF. LIGHTING		604 49590-446	CONSERVATION IMPROVEMENT	1,290.73
		=== VENDOR TOTALS ===	1,290.73			
=====						
01-1037 LINDE GAS & EQUIPMENT INC						
=====						
I-36666887		CYLINDER RENTAL	80.45			
6/22/2023	APBNK	DUE: 7/21/2023 DISC: 7/21/2023		1099: N		
		CYLINDER RENTAL		101 43100-210	OPERATING SUPPLIES	80.45
=====						
I-36791465		OXYGEN 40, HEADGER RATCHET	592.67			
6/29/2023	APBNK	DUE: 7/29/2023 DISC: 7/29/2023		1099: N		
		OXYGEN 40, HEADGER RATCHET		101 43100-210	OPERATING SUPPLIES	592.67
		=== VENDOR TOTALS ===	673.12			

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=====						
01-3035	MAC TOOLS					
I-34737		4PC MAC GRIP LONG MINI PLDSO	69.99			
6/21/2023	APBNK	DUE: 7/21/2023 DISC: 7/21/2023		1099: N		
		4PC MAC GRIP LONG MINI PLDSO		101 43100-210	OPERATING SUPPLIES	69.99
		=== VENDOR TOTALS ===	69.99			
=====						
01-0275	MARCO V CIGARS & CO					
I-4839		CIGARS AND CIGAR CUTTERS	1,127.15			
6/27/2023	APBNK	DUE: 7/26/2023 DISC: 7/26/2023		1099: N		
		CIGARS AND CIGAR CUTTERS		609 49750-269	PURCHASES - MERCHANDISE	1,127.15
		=== VENDOR TOTALS ===	1,127.15			
=====						
01-4711	MAVERICK WINE CO					
I-1020968		LIQUOR	1,740.10			
6/30/2023	APBNK	DUE: 7/30/2023 DISC: 7/30/2023		1099: N		
		LIQUOR		609 49750-261	PURCHASES - LIQUOR	1,700.10
		LIQUOR		609 49750-333	FREIGHT	40.00
		=== VENDOR TOTALS ===	1,740.10			
=====						
01-0765	MENARDS-WEST DULUTH					
I-1980		WEDGE ANCHORS	90.37			
5/12/2023	APBNK	DUE: 7/12/2023 DISC: 7/12/2023		1099: N		
		WEDGE ANCHORS		605 49610-210	OPERATING SUPPLIES	90.37
I-80779		LATTICE PINE	149.88			
6/27/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		LATTICE PINE		101 41400-210	OPERATING SUPPLIES	149.88
		=== VENDOR TOTALS ===	240.25			
=====						
01-0697	MICHAUD DIST. CORP.					
I-378485		BEER AND MIX	2,695.33			
7/05/2023	APBNK	DUE: 8/04/2023 DISC: 8/04/2023		1099: N		
		BEER AND MIX		609 49750-262	PURCHASES - BEER	2,596.33
		BEER AND MIX		609 49750-264	PURCHASES - MIX	96.00
		BEER AND MIX		609 49750-333	FREIGHT	3.00
I-418796		COLD COOLER RENTAL	8.00			
6/30/2023	APBNK	DUE: 7/30/2023 DISC: 7/30/2023		1099: N		
		COLD COOLER RENTAL		660 45183-210	OPERATING SUPPLIES	8.00

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0697	MICHAUD DIST. CORP.	(** CONTINUED **)				
=====						
I-418797		COLD COOLER RENTAL	18.00			
6/30/2023	APBNK	DUE: 7/30/2023 DISC: 7/30/2023		1099: N		
		COLD COOLER RENTAL		101 43100-210	OPERATING SUPPLIES	18.00
		=== VENDOR TOTALS ===	2,721.33			
=====						
01-3590	MN DEPT OF LABOR & INDUSTRY					
=====						
I-ABR0305714X		PRESSURE VESSEL- CITY GARAGE	20.00			
6/24/2023	APBNK	DUE: 7/24/2023 DISC: 7/24/2023		1099: N		
		PRESSURE VESSEL- CITY GARAGE		101 43100-210	OPERATING SUPPLIES	20.00
=====						
I-ABR0305732X		PRESSURE VESSEL-GOLF COURSE	10.00			
6/24/2023	APBNK	DUE: 7/24/2023 DISC: 7/24/2023		1099: N		
		PRESSURE VESSEL-GOLF COURSE		241 45125-210	OPERATING SUPPLIES	10.00
=====						
I-ABR0305733X		WWTP-PRESSURE VESSEL	40.00			
6/24/2023	APBNK	DUE: 7/24/2023 DISC: 7/24/2023		1099: N		
		WWTP-PRESSURE VESSEL		602 49480-210	OPERATING SUPPLIES	40.00
=====						
I-ABR0305734X		FIRE HALL-PRESSURE VESSEL	10.00			
6/24/2023	APBNK	DUE: 7/24/2023 DISC: 7/24/2023		1099: N		
		FIRE HALL-PRESSURE VESSEL		101 42200-210	OPERATING SUPPLIES	10.00
		=== VENDOR TOTALS ===	80.00			
=====						
01-4941	MN SKATE RAMPS, LLC					
=====						
I-1002		TH SKATE PARK RAMP	16,882.22			
6/29/2023	APBNK	DUE: 7/29/2023 DISC: 7/29/2023		1099: N		
		TH SKATE PARK RAMP		850 45122-580	CAP OUTLAY - OTHER EQUIP	16,882.22
		=== VENDOR TOTALS ===	16,882.22			
=====						
01-4219	NELSON TECHNOLOGIES					
=====						
I-14234		DRESSER METERS	743.48			
6/23/2023	APBNK	DUE: 7/22/2023 DISC: 7/22/2023		1099: N		
		DRESSER METERS		605 49610-229	METERS AND TRANSFORMERS	743.48
		=== VENDOR TOTALS ===	743.48			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-4934	NORTHERN WASTEWATER OPERATIONS					
=====						
I-2HARBORS2		OPERATIONAL SUPPORT AND TRAVE	5,500.00			
6/30/2023	APBNK	DUE: 7/29/2023 DISC: 7/29/2023		1099: N		
		OPERATIONAL SUPPORT AND TRAVEL		602 49480-300	PROFESSIONAL SERVICES	5,500.00
=== VENDOR TOTALS ===			5,500.00			
=====						
01-4566	O'REILLY AUTO PARTS					
=====						
I-3972-401830		SPARK PLUG AND LGN COIL	150.95			
6/21/2023	APBNK	DUE: 7/21/2023 DISC: 7/21/2023		1099: N		
		SPARK PLUG AND LGN COIL		101 43126-221	MAINT. AND REPAIR SUPPLI	150.95
=====						
I-3972-402308		PUMP MDL, FUEL FILTER, PRESSE	148.80			
6/26/2023	APBNK	DUE: 7/26/2023 DISC: 7/26/2023		1099: N		
		PUMP MDL, FUEL FILTER, PRESSEN		101 43126-221	MAINT. AND REPAIR SUPPLI	148.80
=====						
I-3972-402360		12.5OZCARBCL	13.16			
6/27/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		12.5OZCARBCL		101 43126-221	MAINT. AND REPAIR SUPPLI	13.16
=====						
I-3972-402392		1GALANTIFREZ	35.97			
6/27/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		1GALANTIFREZ		101 43126-221	MAINT. AND REPAIR SUPPLI	35.97
		1GALANTIFREZ		101 43126-221	MAINT. AND REPAIR SUPPLI	0.00
=== VENDOR TOTALS ===			348.88			
=====						
01-0432	PHILLIPS WINE & SPIRITS ST.					
=====						
I-6617151		LIQUOR, WINE AND MIX	3,781.90			
6/29/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		LIQUOR, WINE AND MIX		609 49750-261	PURCHASES - LIQUOR	2,720.20
		LIQUOR, WINE AND MIX		609 49750-263	PURCHASES - WINE	902.45
		LIQUOR, WINE AND MIX		609 49750-264	PURCHASES - MIX	53.25
		LIQUOR, WINE AND MIX		609 49750-333	FREIGHT	106.00
=== VENDOR TOTALS ===			3,781.90			
=====						
01-3200	PITNEY BOWES GLOBAL FINANCIAL					
=====						
I-3106168285		APRIL 30 TO JULY 2023 LEASE	480.63			
6/29/2023	APBNK	DRAFT 7/29/2023		1099: N		
		APRIL 30 TO JULY 2023 LEASE		101 49100-411	RENTALS - LEASES	65.55
		APRIL 30 TO JULY 2023 LEASE		601 49440-411	RENTALS - LEASES	5.14
		APRIL 30 TO JULY 2023 LEASE		602 49490-411	RENTALS - LEASES	98.92
		APRIL 30 TO JULY 2023 LEASE		604 49590-411	RENTALS - LEASES	228.54
		APRIL 30 TO JULY 2023 LEASE		605 49620-411	RENTALS - LEASES	71.13
		APRIL 30 TO JULY 2023 LEASE		651 49520-411	RENTALS - LEASES	11.35
=== VENDOR TOTALS ===			480.63			

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=====						
01-0932	PORTABLE JOHN					
I-22525		GOLF - BIFFY RENTAL	216.30			
6/26/2023	APBNK	DUE: 7/26/2023 DISC: 7/26/2023		1099: N		
		GOLF - BIFFY RENTAL		241 45125-210	OPERATING SUPPLIES	216.30
		=== VENDOR TOTALS ===	216.30			
=====						
01-1915	RANGE PAPER					
I-84986		BAGS AND TOILET PAPER	284.99			
6/28/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		BAGS AND TOILET PAPER		609 49750-210	OPERATING SUPPLIES	284.99
		=== VENDOR TOTALS ===	284.99			
=====						
01-0800	JAMES F. RICH					
I-BLDGOFF0723		JULY 2023 RETAINER	600.00			
7/01/2023	APBNK	DUE: 7/31/2023 DISC: 7/31/2023		1099: Y		
		JULY 2023 RETAINER		101 41550-303	CONTRACTUAL SERVICES	600.00
		=== VENDOR TOTALS ===	600.00			
=====						
01-3016	RMB ENVIRONMENTAL LABORATORIES					
I-8009393		CASTLE DANGER TESTING	202.99			
6/30/2023	APBNK	DUE: 7/30/2023 DISC: 7/30/2023		1099: N		
		CASTLE DANGER TESTING		602 49480-498	SLUDGE ANALYSIS & DISPOS	202.99
		CASTLE DANGER TESTING		602 49480-498	SLUDGE ANALYSIS & DISPOS	0.00
I-H010666		CASTLE DANGER- CBOD	115.87			
6/27/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		CASTLE DANGER- CBOD		602 49480-498	SLUDGE ANALYSIS & DISPOS	115.87
I-H010718		WEEKLY INF/EFF	137.65			
6/30/2023	APBNK	DUE: 7/30/2023 DISC: 7/30/2023		1099: N		
		WEEKLY INF/EFF		602 49480-498	SLUDGE ANALYSIS & DISPOS	137.65
I-H010759		CASTLE DANGER TESTING	57.93			
6/30/2023	APBNK	DUE: 7/30/2023 DISC: 7/30/2023		1099: N		
		CASTLE DANGER TESTING		602 49480-498	SLUDGE ANALYSIS & DISPOS	57.93
I-HD10873		WEEKLY INF/EFF CBOD	180.34			
7/05/2023	APBNK	DUE: 8/04/2023 DISC: 8/04/2023		1099: N		
		WEEKLY INF/EFF CBOD		602 49480-498	SLUDGE ANALYSIS & DISPOS	180.34
		=== VENDOR TOTALS ===	694.78			

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=====						
01-0442	SONJU TWO HARBORS LLC					
I-5078067		WATER PUMP & FRONT AXEL SHAFT	200.49			
6/30/2023	APBNK	DUE: 7/29/2023 DISC: 7/29/2023		1099: N		
		WATER PUMP & FRONT AXEL SHAFT		101 42100-222	VEHICLES - SUPPLIES & MA	200.49
		=== VENDOR TOTALS ===	200.49			
=====						
01-4463	SOUTHERN GLAZER'S WINE & SPIRI					
I-2361803		LIQUOR	2,248.43			
6/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		LIQUOR		609 49750-261	PURCHASES - LIQUOR	2,219.73
		LIQUOR		609 49750-333	FREIGHT	28.70
I-2361804		LIQUOE AND WINE	4,710.97			
6/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		LIQUOE AND WINE		609 49750-261	PURCHASES - LIQUOR	4,479.22
		LIQUOE AND WINE		609 49750-263	PURCHASES - WINE	160.00
		LIQUOE AND WINE		609 49750-333	FREIGHT	71.75
I-2364122		LIQUOR AND WINE	4,500.96			
7/05/2023	APBNK	DUE: 8/04/2023 DISC: 8/04/2023		1099: N		
		LIQUOR AND WINE		609 49750-261	PURCHASES - LIQUOR	4,364.08
		LIQUOR AND WINE		609 49750-263	PURCHASES - WINE	80.00
		LIQUOR AND WINE		609 49750-333	FREIGHT	56.88
		=== VENDOR TOTALS ===	11,460.36			
=====						
01-4944	SUMMIT FIRE PROTECTION					
I-155003885		FIRE EXTINGUISHER ANNUAL	268.50			
6/21/2023	APBNK	DUE: 7/21/2023 DISC: 7/21/2023		1099: N		
		FIRE EXTINGUISHER ANNUAL		101 42100-210	OPERATING SUPPLIES	268.50
		=== VENDOR TOTALS ===	268.50			
=====						
01-0637	SUPERIOR BEVERAGE					
I-1500271		CM BEER	46.24			
6/28/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		CM BEER		609 49750-262	PURCHASES - BEER	46.24
I-20042967		BEER AND MIX	3,183.55			
6/28/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		BEER AND MIX		609 49750-262	PURCHASES - BEER	3,143.55
		BEER AND MIX		609 49750-264	PURCHASES - MIX	37.00
		BEER AND MIX		609 49750-333	FREIGHT	3.00
		=== VENDOR TOTALS ===	3,229.79			

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VENDOR SET: 01 CITY OF TWO HARBORS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS		P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-3848	TALLY HO AVIATION CONSULTANTS,					
=====						
I-AIRPORT070123		JULY 2023 CONTRACT 1ST HALF	2,708.34			
7/01/2023	APBNK	DUE: 7/31/2023 DISC: 7/31/2023		1099: Y		
		JULY 2023 CONTRACT 1ST HALF		231 49810-303	CONTRACTUAL SERVICES	2,708.34
=== VENDOR TOTALS ===			2,708.34			
=====						
01-3529	THE WINE COMPANY					
=====						
I-239730		WINE	79.00			
6/28/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N		
		WINE		609 49750-263	PURCHASES - WINE	72.00
		WINE		609 49750-333	FREIGHT	7.00
=== VENDOR TOTALS ===			79.00			
=====						
01-2322	TWIN PORTS PAPER & SUPPLY INC					
=====						
I-561352A		HAND SOAP	66.00			
6/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		HAND SOAP		601 49430-210	OPERATING SUPPLIES	33.00
		HAND SOAP		605 49610-210	OPERATING SUPPLIES	33.00
=====						
I-562016		THC AND CBD WATER	234.00			
6/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		THC AND CBD PROD.		609 49750-267	PURCHASES - THC/CBD	234.00
=====						
I-562056		PLUNGER, TOWEL, TOILET PAPER	529.41			
6/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		PLUNGER, TOWEL, TOILET PAPER		660 45183-210	OPERATING SUPPLIES	529.41
=====						
I-562288		TOILET PAPER, BROWN PAPER T.	142.69			
6/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		TOILET PAPER, BROWN PAPER T.		101 43100-210	OPERATING SUPPLIES	142.69
=== VENDOR TOTALS ===			972.10			
=====						
01-0455	TWO HARBORS CURLING CLUB					
=====						
I-THCC0623		TWO HARBORS CURLING CLUB	2,650.00			
6/01/2023	APBNK	DUE: 7/01/2023 DISC: 7/01/2023		1099: N		
		TWO HARBORS CURLING CLUB		241 45125-303	CONTRACTUAL SERVICES	2,650.00
=== VENDOR TOTALS ===			2,650.00			

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VENDOR SET: 01 CITY OF TWO HARBORS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0455	TWO HARBORS	CURLING CLUB				
=====						
I-THCC0723		TWO HARBORS CURLING CLUB	2,650.00			
7/01/2023	APBNK	DUE: 7/31/2023 DISC: 7/31/2023		1099: N		
		TWO HARBORS CURLING CLUB		241 45125-303	CONTRACTUAL SERVICES	2,650.00
		=== VENDOR TOTALS ===	2,650.00			
=====						
01-4157	TWO HARBORS	GOLF ASSOCIATION,				
=====						
I-THGA0723		2023CONTRACTAGREEMENT \$397,40	131,400.00			
7/01/2023	APBNK	DUE: 7/31/2023 DISC: 7/31/2023		1099: N		
		2023CONTRACTAGREEMENT \$397,400		241 45125-303	CONTRACTUAL SERVICES	131,400.00
		=== VENDOR TOTALS ===	131,400.00			
=====						
01-0571	TWO HARBORS	HIGH SCHOOL SOFTBA				
=====						
I-243354		PEAK FLOSOU5T FUSE LINK BUTTO	333.07			
6/19/2023	APBNK	DUE: 7/19/2023 DISC: 7/19/2023		1099: N		
		PEAK FLOSOU5T FUSE LINK BUTTON		604 49570-221	MAINT. AND REPAIR SUPPLI	333.07
		=== VENDOR TOTALS ===	333.07			
=====						
01-0457	TWO HARBORS	LUMBER CO.				
=====						
I-12567		4X8	61.08			
6/20/2023	APBNK	DUE: 7/20/2023 DISC: 7/20/2023		1099: N		
		4X8		604 49570-210	OPERATING SUPPLIES	61.08
		=== VENDOR TOTALS ===	61.08			
=====						
01-0459	TWO HARBORS	PETTY CASH				
=====						
I-23-JULYP		MDH G.GANSER RENEWAL APP.	23.00			
7/03/2023	APBNK	DUE: 7/31/2023 DISC: 7/31/2023		1099: N		
		MDH G.GANSER RENEWAL APP.		601 49430-331	TRAVEL & TRAINING	23.00
		=== VENDOR TOTALS ===	23.00			
=====						
01-3865	TWO HARBORS	TOWING INC.				
=====						
I-16675		TOOL CAT TOWED TO PW BLDQ	125.00			
4/21/2023	APBNK	DUE: 7/20/2023 DISC: 7/20/2023		1099: N		
		TOOL CAT TOWED TO PW BLDQ		101 43100-210	OPERATING SUPPLIES	125.00
		=== VENDOR TOTALS ===	125.00			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-3802	UNIQUE PAVING MATERIALS CORPOR					
I-74853		COLD MIX	4,610.20			
7/30/2023	APBNK	DUE: 7/30/2023 DISC: 7/30/2023		1099: N		
		COLD MIX		101 43100-224	STREET MATERIALS	4,610.20
		=== VENDOR TOTALS ===	4,610.20			
=====						
01-0788	URSA MINOR BREWING LLC					
I-E-4471		BEER	773.33			
6/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		BEER		609 49750-262	PURCHASES - BEER	773.33
		=== VENDOR TOTALS ===	773.33			
=====						
01-4916	VC3					
I-INV00077368		MITEL CONNECT LICENSE	784.98			
6/30/2023	APBNK	DUE: 7/29/2023 DISC: 7/29/2023		1099: N		
		MITEL CONNECT LICENSE		241 45125-210	OPERATING SUPPLIES	784.98
		=== VENDOR TOTALS ===	784.98			
=====						
01-0464	VIKING INDUSTRIAL CENTER					
I-3266998		RAIN JACKY AND OVERALL	690.52			
6/08/2023	APBNK	DUE: 7/08/2023 DISC: 7/08/2023		1099: N		
		RAIN JACKY AND OVERALL		604 49590-135	Other Employee Benefits	690.52
I-3268424		PELACEMENT SENSOR	263.00			
6/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		PELACEMENT SENSOR		604 49570-221	MAINT. AND REPAIR SUPPLI	263.00
I-3268425		GAS ALERT MAX	99.00			
6/28/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N		
		GAS ALERT MAX		605 49610-210	OPERATING SUPPLIES	99.00
		=== VENDOR TOTALS ===	1,052.52			
=====						
01-3335	VINOCOPIA, INC.					
C-0331880		WINE CREDIT	390.00CR			
6/29/2023	APBNK	DUE: 6/29/2023 DISC: 6/29/2023		1099: N		
		WINE CREDIT		609 49750-263	PURCHASES - WINE	390.00CR
I-331879-1N		LIQUOR	637.50			
6/26/2023	APBNK	DUE: 7/26/2023 DISC: 7/26/2023		1099: N		
		LIQUOR		609 49750-261	PURCHASES - LIQUOR	630.00
		LIQUOR		609 49750-333	FREIGHT	7.50

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-----ID-----		GROSS		P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
=====							
01-3335	VINOCOPIA, INC.		(** CONTINUED **)				
=====							
I-331881-1n		WINE	294.50				
6/26/2023	APBNK	DUE: 7/26/2023 DISC: 7/26/2023		1099: N			
		WINE		609 49750-263	PURCHASES - WINE	292.00	
		WINE		609 49750-333	FREIGHT	2.50	
=====							
I-3318880-1N		LIQUOR	482.50				
6/26/2023	APBNK	DUE: 7/26/2023 DISC: 7/26/2023		1099: N			
		LIQUOR		609 49750-261	PURCHASES - LIQUOR	475.00	
		LIQUOR		609 49750-333	FREIGHT	7.50	
=== VENDOR TOTALS ===			1,024.50				
=====							
01-0660	VWR INTERNATIONAL LLC						
=====							
I-463106		CIGERETTES	1,517.94				
6/27/2023	APBNK	DUE: 7/27/2023 DISC: 7/27/2023		1099: N			
		CIGERETTES		609 49750-269	PURCHASES - MERCHANDISE	1,507.99	
		CIGERETTES		609 49750-333	FREIGHT	9.95	
=== VENDOR TOTALS ===			1,517.94				
=====							
01-2767	WINE MERCHANTS						
=====							
I-7432948		WINE	224.30				
6/29/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N			
		WINE		609 49750-263	PURCHASES - WINE	219.00	
		WINE		609 49750-333	FREIGHT	5.30	
=== VENDOR TOTALS ===			224.30				
=====							
01-0666	WINEBOW						
=====							
I-MN00132770		WINE	2,615.86				
6/29/2023	APBNK	DUE: 7/28/2023 DISC: 7/28/2023		1099: N			
		WINE		609 49750-263	PURCHASES - WINE	2,581.86	
		WINE		609 49750-333	FREIGHT	34.00	
=== VENDOR TOTALS ===			2,615.86				
=====							
01-3845	WISCONSIN CENTRAL						
=====							
I-9500252585		POWERLINE LEASE 08.01TO7.31.2	291.34				
7/04/2023	APBNK	DUE: 8/01/2023 DISC: 8/01/2023		1099: N			
		POWERLINE LEASE 08.01TO7.31.24		602 49490-411	RENTALS - LEASES	291.34	
=== VENDOR TOTALS ===			291.34				

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME----- DISTRIBUTION
=====					
01-0766	ZITO MEDIA				

I-ZITOJULY23		ZITO MEDIA	201.60		
7/01/2023	APBNK	DUE: 7/31/2023 DISC: 7/31/2023	1099: N		
		ZITO MEDIA	660 45183-321	TELEPHONE	201.60
=== VENDOR TOTALS ===			201.60		
=== PACKET TOTALS ===			1,423,686.62		

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VENDOR SET: 01 CITY OF TWO HARBORS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

** T O T A L S **

INVOICE TOTALS	1,424,150.22
DEBIT MEMO TOTALS	0.00
CREDIT MEMO TOTALS	463.60CR

BATCH TOTALS	1,423,686.62
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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
					ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2023		101-20200	ACCOUNTS PAYABLE	34,237.46-*						
		101-41110-352	NOTICES AND ADS	944.00	0	1,291.63-	Y			
		101-41400-201	OFFICE SUPPLIES AND EXPE	31.71	17,050	8,547.69				
		101-41400-210	OPERATING SUPPLIES	1,398.84	800	6,057.09-	Y			
		101-41550-303	CONTRACTUAL SERVICES	600.00	17,000	11,600.00-	Y			
		101-41610-303	CONTRACTUAL SERVICES	3,750.00	63,200	23,310.00				
		101-42100-132	DENTAL INSURANCE	367.88	10,000	5,058.29				
		101-42100-210	OPERATING SUPPLIES	1,036.50	20,700	8,750.11				
		101-42100-222	VEHICLES - SUPPLIES & MA	200.49	1,000	6,084.72-	Y			
		101-42100-380	UTILITIES	8,250.00	12,950	4,700.00				
		101-42200-210	OPERATING SUPPLIES	121.20	12,000	6,317.59				
		101-42200-222	VEHICLES - SUPPLIES & MA	252.44	14,000	11,453.90				
		101-42700-310	HUMANE SOCIETY	6,000.00	9,800	3,800.00				
		101-43100-132	DENTAL INSURANCE	646.05	11,000	4,946.03				
		101-43100-210	OPERATING SUPPLIES	1,598.30	55,000	32,373.04				
		101-43100-224	STREET MATERIALS	4,610.20	55,650	28,153.59				
		101-43100-439	MISCELLANEOUS	270.00	300	922.65-	Y			
		101-43126-221	MAINT. AND REPAIR SUPPLI	962.96	53,200	7,361.97				
		101-49001-221	MAINT. AND REPAIR SUPPLI	275.49	750	474.51				
		101-49100-300	PROFESSIONAL SERVICES	1,500.00	68,000	39,830.71				
		101-49100-411	RENTALS - LEASES	65.55	200	0.71				
		101-49100-433	DUES AND SUBSCRIPTIONS	200.00	10,350	1,630.92				
		101-49100-439	MISCELLANEOUS	1,155.85	5,950	535.78				
		231-20200	ACCOUNTS PAYABLE	2,708.34-*						
		231-49810-303	CONTRACTUAL SERVICES	2,708.34	65,000	29,791.58				
		241-20200	ACCOUNTS PAYABLE	138,266.26-*						
		241-45125-201	OFFICE SUPPLIES AND EXPE	554.98	0	804.95-	Y			
		241-45125-210	OPERATING SUPPLIES	1,011.28	0	3,832.42-	Y			
		241-45125-303	CONTRACTUAL SERVICES	136,700.00	349,250	58,750.00-	Y			
		601-20200	ACCOUNTS PAYABLE	22,726.42-*						
		601-49420-210	OPERATING SUPPLIES	144.00	15,500	11,885.29				

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VENDOR SET: 01 CITY OF TWO HARBORS

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DUE TO/FROM ACCOUNTS SUPPRESSED

** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		601-49420-216	CHEMICALS	17,761.99	32,000	5,778.82- Y		
		601-49420-530	CAP OUTLAY - IMPROVEMENT	4,595.60	4,245,150	4197,525.44		
		601-49430-210	OPERATING SUPPLIES	117.31	18,700	13,600.18		
		601-49430-331	TRAVEL & TRAINING	23.00	500	325.00- Y		
		601-49440-201	OFFICE SUPPLIES AND EXPE	2.49	3,350	2,840.69		
		601-49440-321	TELEPHONE	76.89	2,400	1,478.45		
		601-49440-411	RENTALS - LEASES	5.14	250	234.37		
		602-20200	ACCOUNTS PAYABLE	1010,054.06-*				
		602-49480-210	OPERATING SUPPLIES	175.00	17,000	9,640.04		
		602-49480-300	PROFESSIONAL SERVICES	5,500.00	5,000	7,823.50- Y		
		602-49480-498	SLUDGE ANALYSIS & DISPOS	694.78	35,000	15,843.79		
		602-49480-530	CAPITAL OUTLAY - IMPROVE	1003,200.32	11,333,350	4607,027.91		
		602-49490-132	DENTAL INSURANCE	45.85	6,500	1,430.67		
		602-49490-201	OFFICE SUPPLIES AND EXPE	47.85	29,350	21,497.18		
		602-49490-411	RENTALS - LEASES	390.26	900	307.91		
		604-20200	ACCOUNTS PAYABLE	41,828.28-*				
		604-49570-210	OPERATING SUPPLIES	225.62	67,000	48,551.55		
		604-49570-221	MAINT. AND REPAIR SUPPLI	1,330.43	16,000	1,477.72		
		604-49570-530	CAP OUTLAY - IMPROVEMENT	36,000.00	0	49,800.00- Y		
		604-49590-135	Other Employee Benefits	690.52	1,500	776.79- Y		
		604-49590-201	OFFICE SUPPLIES AND EXPE	110.55	60,150	42,105.15		
		604-49590-300	PROFESSIONAL SERVICES	1,800.00	25,000	10,968.18- Y		
		604-49590-321	TELEPHONE	76.89	5,650	3,100.26		
		604-49590-411	RENTALS - LEASES	228.54	3,400	1,377.55		
		604-49590-446	CONSERVATION IMPROVEMENT	1,365.73	67,100	44,847.38		
		605-20200	ACCOUNTS PAYABLE	35,646.46-*				
		605-49600-251	PURCHASE GAS FOR RESALE	33,524.94	2,023,350	772,542.14		
		605-49610-210	OPERATING SUPPLIES	422.50	29,700	4,473.33		
		605-49610-229	METERS AND TRANSFORMERS	743.48	20,000	4,019.15		
		605-49620-201	OFFICE SUPPLIES AND EXPE	34.41	21,200	15,645.07		
		605-49620-300	PROFESSIONAL SERVICES	850.00	12,200	1,653.04- Y		
		605-49620-411	RENTALS - LEASES	71.13	700	483.74		
		609-20200	ACCOUNTS PAYABLE	104,416.49-*				
		609-49750-210	OPERATING SUPPLIES	307.29	10,250	4,649.05		
		609-49750-261	PURCHASES - LIQUOR	26,404.69	664,100	288,951.37		
		609-49750-262	PURCHASES - BEER	50,346.60	1,077,950	587,387.01		
		609-49750-263	PURCHASES - WINE	6,718.05	277,950	153,529.08		
		609-49750-264	PURCHASES - MIX	1,338.82	24,350	6,754.62		
		609-49750-267	PURCHASES - THC/CBD	1,195.76	0	3,511.36- Y		
		609-49750-269	PURCHASES - MERCHANDISE	2,635.14	34,300	12,117.70		
		609-49750-333	FREIGHT	670.14	23,500	11,658.54		
		609-49750-520	CAPITAL OUTLAY - BUILDIN	14,800.00	1,000,000	868,855.55		
		651-20200	ACCOUNTS PAYABLE	16.84-*				
		651-49520-201	OFFICE SUPPLIES AND EXPE	5.49	2,950	2,064.29		
		651-49520-411	RENTALS - LEASES	11.35	100	65.50		

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** G/L ACCOUNT TOTALS **

BANK	YEAR	ACCOUNT	NAME	AMOUNT	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
		660-20200	ACCOUNTS PAYABLE	16,903.79-*				
		660-45183-210	OPERATING SUPPLIES	1,765.36	19,300	11,814.33		
		660-45183-230	PURCHASES - ICE	239.36	2,350	1,392.56		
		660-45183-303	CONTRACTUAL SERVICES	2,697.47	130,250	99,187.44		
		660-45183-321	TELEPHONE	201.60	1,600	347.95		
		660-45183-439	MISCELLANEOUS	12,000.00	37,600	16,703.76		
		850-20200	ACCOUNTS PAYABLE	16,882.22-*				
		850-45122-580	CAP OUTLAY - OTHER EQUIP	16,882.22	0	16,882.22- Y		
		999-13101	DUE FROM GENERAL FUND	34,237.46 *				
		999-13231	DUE FROM AIRPORT FUND	2,708.34 *				
		999-13241	DUE FROM GOLF FUND	138,266.26 *				
		999-13601	DUE FROM WATER FUND	22,726.42 *				
		999-13602	DUE FROM SEWER FUND	1010,054.06 *				
		999-13604	DUE FROM ELECTRIC FUND	41,828.28 *				
		999-13605	DUE FROM GAS FUND	35,646.46 *				
		999-13609	DUE FROM LIQUOR FUND	104,416.49 *				
		999-13651	DUE FROM STORMWATER UTIL	16.84 *				
		999-13660	DUE FROM CAMPGROUND FUND	16,903.79 *				
		999-13850	DUE FROM RECREATION	16,882.22 *				
		** 2023 YEAR TOTALS		1423,686.62				

PACKET: 02736 CHECK RUN 7/11/2023
VENDOR SET: 01 CITY OF TWO HARBORS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

** POSTING PERIOD RECAP **

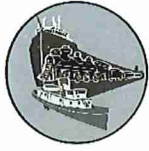
FUND	PERIOD	AMOUNT
101	3/2023	33.04
101	4/2023	125.00
101	5/2023	1,556.00
101	6/2023	12,763.54
101	7/2023	19,759.88
231	7/2023	2,708.34
241	6/2023	4,216.26
241	7/2023	134,050.00
601	6/2023	4,864.54
601	7/2023	17,861.88
602	6/2023	1,009,582.38
602	7/2023	471.68
604	6/2023	39,813.24
604	7/2023	2,015.04
605	5/2023	90.37
605	6/2023	34,575.55
605	7/2023	980.54
609	6/2023	72,247.24
609	7/2023	32,169.25
651	6/2023	16.84
660	6/2023	15,827.19
660	7/2023	1,076.60
850	6/2023	16,882.22

NO ERRORS

NO WARNINGS

** END OF REPORT **

TOTAL ERRORS: 0 TOTAL WARNINGS: 0



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Fire Department & Capital Equipment Fund	Date: 07.10.2023
Agenda Item Subject: Accepting FEMA grant for Assistance to Firefighters Grant	Fiscal Impact: This is the 3 rd 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.	
BACKGROUND: The City of Two Harbors received notification the grant was awarded for the 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.		
COUNCIL ACTION REQUESTED: Accepting FEMA grant for Assistance to Firefighters Grant		
RECOMMENDATION: Accepting FEMA grant for Assistance to Firefighters Grant		
ATTACHMENTS: Grant Agreement		

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 06/20/2023



Mark Schlangen
CITY OF TWO HARBORS
522 FIRST AVENUE
TWO HARBORS, MN 55616

EMW-2022-FG-05546

Dear Mark Schlangen,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$454,673.33 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$22,733.67 for a total approved budget of \$477,407.00. Please see the FY 2022 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Williams", is written over a light blue horizontal line.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2022 Assistance to Firefighters Grant

Recipient: CITY OF TWO HARBORS

UEI-EFT: CK41K6627Z15

DUNS number: 060462868

Award number: EMW-2022-FG-05546

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$477,407.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$454,673.33
Non-federal	\$22,733.67
Total	\$477,407.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 AFG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

Additional funding

DESCRIPTION

RIT packs - a RIT pack for each department

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	3	\$4,509.00	\$13,527.00	Equipment

Additional funding

DESCRIPTION

voice amplification for facepieces

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	60	\$579.00	\$34,740.00	Equipment

Additional funding

DESCRIPTION

additional facepieces so that each firefighter has an issued facepiece with HUD

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	10	\$558.00	\$5,580.00	Equipment

Additional funding

DESCRIPTION

fill station adapters so new cylinders can be filled in the containment systems

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	8	\$845.00	\$6,760.00	Equipment

Additional funding

DESCRIPTION

adapters for quick connect of cylinders

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	50	\$125.00	\$6,250.00	Equipment

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

45 min/4500 psi SCBA with buddy breather, face piece and two cylinders

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	50	\$8,211.00	\$410,550.00	Equipment

Agreement Articles

Program: Fiscal Year 2022 Assistance to Firefighters Grant

Recipient: CITY OF TWO HARBORS

UEI-EFT: CK41K6627Z15

DUNS number: 060462868

Award number: EMW-2022-FG-05546

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

- Article 5 Age Discrimination Act of 1975**
Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- Article 6 Americans with Disabilities Act of 1990**
Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
- Article 7 Best Practices for Collection and Use of Personally Identifiable Information**
Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
- Article 8 Civil Rights Act of 1964 – Title VI**
Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- Article 9 Civil Rights Act of 1968**
Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

- Article 15** **E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**
Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.
- Article 16** **Energy Policy and Conservation Act**
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- Article 17** **False Claims Act and Program Fraud Civil Remedies**
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- Article 18** **Federal Debt Status**
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 19** **Federal Leadership on Reducing Text Messaging while Driving**
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- Article 20** **Fly America Act of 1974**
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

- Article 21 Hotel and Motel Fire Safety Act of 1990**
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
- Article 22 John S. McCain National Defense Authorization Act of Fiscal Year 2019**
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
- Article 23 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article 24 Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 25 National Environmental Policy Act**
Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

- Article 26 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article 27 Non-Supplanting Requirement**
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- Article 28 Notice of Funding Opportunity Requirements**
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
- Article 29 Patents and Intellectual Property Rights**
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- Article 30 Procurement of Recovered Materials**
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Article 31 Rehabilitation Act of 1973**
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- Article 32 Reporting of Matters Related to Recipient Integrity and Performance**
General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- Article 33 Reporting Subawards and Executive Compensation**
Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**
Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the

application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article 35 SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 36 Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article 37 Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article 38 Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier. Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article 39 USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article 40 Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article 41 Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 42 Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47**Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2022-FG-05546	2. Amendment No. N/A	3. Recipient No. 416005579	4. Type of Action AWARD	5. Control No. WX01191N2023T		
6. Recipient Name and Address CITY OF TWO HARBORS 522 1ST AVE TWO HARBORS, MN 55616		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Mark Schlangen		9a. Phone No. 2184281631	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 06/20/2023	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 06/27/2023 to 06/26/2025 Budget Period 06/27/2023 to 06/26/2025		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2023-F2-GB01 - P410-xxxx-4101-D	\$0.00	\$454,673.33	\$454,673.33	\$22,733.67
Totals			\$0.00	\$454,673.33	\$454,673.33	\$22,733.67
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	06/20/2023



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Fire Department	Date: 07.10.2023
Agenda Item Subject: Accepting grant from Duluth Superior Area Foundation for the Wildfire Personal Protective Equipment for the Fire Department	Fiscal Impact:	
BACKGROUND: The City of Two Harbors received notification the Duluth Superior Area Foundation awarded \$2,500 to assist with the purchase of personal protective equipment for the Fire Department.		
COUNCIL ACTION REQUESTED: Accept grant from Duluth Superior Area Foundation for the Wildfire Personal Protective Equipment for the Fire Department		
RECOMMENDATION: Accept grant from Duluth Superior Area Foundation for the Wildfire Personal Protective Equipment for the Fire Department		
ATTACHMENTS: Grant Agreement		

Wildfire Personal Protective Equipment (PPE)

Two Harbors Area Fund - Spring 2023

City of Two Harbors

Miranda PIETILA Pietila
City Hall
522 1st ave
Two Harbors, MN 55616

info@twoharborsmn.gov
O: 218-834-5631

Mark Schlangen

522 1st Ave
Two Harbors, MN 55616-4016

mschlangen@isd381.org
O: (218)428-1631

FollowUp Form

Organization & Project Information

Project Name

Name of Project.

Wildfire Personal Protective Equipment (PPE)

Amount Awarded

\$2,500.00

Organization Status

Please select the status that best describes the organization applying.

170(c)1 (i.e., governmental organization)

Contingency (if applicable)

Contingency

Terms & Conditions

To acknowledge receipt of this agreement please click the Submit button below. No signature is required. A check will be issued within 30 days of the grant award notification. Depositing the check indicates acceptance of the terms in this agreement.

GRANT TERMS

1. To use the funds only for the designated purpose as described in the grant application; to notify the Duluth Superior Area Community Foundation of and obtain its consent to any substantial deviation from said grant application, to use the grant in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued there under; and to not use the funds for any purpose prohibited by law.
2. To maintain its books and records to show, and separately account for, the funds received under this grant, and to maintain records of expenditures adequate to identify the purposes for which, and manner in which, grant funds have been expended. Expenses charged against this grant may not be incurred prior to the date the grant period begins or subsequent to its termination date. The grantee will return any unexpended funds to the Foundation at the close of the grant period.
3. To ensure the grant funds are not used to commit, advocate, facilitate or participate in terrorist acts, to influence legislation, to influence the outcome of any public election, or to carry on a voter registration drive.
4. To permit the Duluth Superior Area Community Foundation, at its request, to have reasonable access to the grantee's files and records for the purpose of making such financial audits, verifications, and investigations as it

deems necessary concerning the grant, and to maintain such files and records for a period of at least four years after completion or termination of the project.

5. To return to the Duluth Superior Area Community Foundation any unexpended funds or any portion of the grant which is not used for the purposes specified herein.
6. To recognize the Two Harbors Area Fund of the Duluth Superior Area Community Foundation in all publicity materials related to the funded project or program.
7. To permit the Duluth Superior Area Community Foundation to use photographs, news clippings, social media, and interview content resulting from the grant to promote the grant, the work of the Foundation, or to facilitate related philanthropic fundraising efforts.
8. To submit the Grant Story, including all requested materials, by 60 days after the project end date.

Questions or Concerns about Terms & Conditions

Please contact the Community Impact Team at grantsinfo@dsacommunityfoundation.com or 218-520-1122 with concerns on accepting the Terms and Conditions of this grant.

File Attachment Summary

Applicant File Uploads

No files were uploaded



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Sales Tax Funds	Date: 07/10/2023
Agenda Item Subject: Consider approving the agreement between the Minnesota Department of Revenue and Two Harbors for Collection of a Local Sales and Use Tax	Fiscal Impact:	
BACKGROUND: The attached agreement is authorizing MN Department of Revenue to collection and enforce the collection of local sales tax.		
COUNCIL ACTION REQUESTED: Approve the agreement between the Minnesota Department of Revenue and Two Harbors for Collection of a Local Sales and Use Tax		
RECOMMENDATION: Approve the agreement between the Minnesota Department of Revenue and Two Harbors for Collection of a Local Sales and Use Tax		
ATTACHMENTS: Agreement		



Agreement Between the Minnesota Department of Revenue and Two Harbors for Collection of a Local Sales and Use Tax

Introduction

This agreement concerns administration of local taxes identified below:

- Two Harbors sales tax
- Two Harbors use tax
- Two Harbors lodging tax

Laws of Minnesota 1998, Chapter 398, Article 8, Section 45 as amended by Laws of Minnesota 2019, First Special Session, Chapter 6, Article 6, Section 8 authorize the sales and use taxes. The taxes are imposed by the City of Two Harbors Ordinance number 118, Second Series.

Laws of Minnesota 1994, Chapter 587, Article 9, Section 11 as amended by Laws of Minnesota 2019, First Special Session, Chapter 6, Article 6, Section 7 authorize the lodging taxes. The taxes are imposed by the City of Two Harbors Ordinance number 119, Second Series.

Administration, collection and enforcement

The Department of Revenue (department) will administer, collect, and enforce the Two Harbors taxes identified in the introduction, as authorized under:

- Minnesota Statutes, section(s) 297A.99, and
- any other governing laws or statutes identified in the introduction

The administration, collection, and enforcement process will follow:

- Minnesota Statutes, Chapters 297A, 289A, and 270C
- Minnesota rules Chapter 8130, and
- Administrative procedures

Local tax administration also includes processing refunds, litigation, and authority to enter into settlement agreements on behalf of Two Harbors. If the local tax revenues collected are not sufficient to cover actions taken, Two Harbors must provide the department with sufficient funding to process all adjustments.

Two Harbors agrees to update the ordinance listed above as needed to remain consistent with current language and definitions used in the governing Minnesota Statutes. Two Harbors further agrees to take corrective action within 90 days if notified by the department of required ordinance language changes. The department will not enforce or engage in compliance activities for local taxes administered by the

department if any portion of Two Harbors's ordinance is not consistent with the governing Minnesota statutes. Local special taxes imposed before 2010 are not subject to this limitation.

Registration of vendors

The department is responsible for notifying vendors that are registered for state sales and use tax of their obligations to collect and remit Two Harbors taxes covered by this agreement. The department is also responsible for informing newly registered businesses of their obligations to collect and remit Two Harbors sales and use taxes covered by this agreement.

Accounts registered for state sales and use tax who have a ZIP Code in the Two Harbors tax jurisdiction will be registered for the Two Harbors taxes by the department. We will mail an informational notice of registration to these businesses.

Outreach and education

The department will register and notify all vendors that are currently registered for state sales and use tax and the general public about the Two Harbors taxes by posting a notice on the department's website (www.revenue.state.mn.us). Other notifications will be made at the time of registration, through the department's website.

Two Harbors acknowledges that there is no cost-effective way to identify specific vendors located outside the Two Harbors taxing jurisdiction who are required to be registered for Two Harbors taxes. Identification of these vendors will be voluntary by vendor response to general notifications by the department and through other contacts that the vendor has with the department or the Streamlined Sales Tax Governing Board's (SSTGB) central registration system.

Publicity

If Two Harbors maintains an official website, it will display (on its main web page) a link to a notice that residents and businesses may reference for more information about the local taxes. Two Harbors will briefly describe the taxes and provide a link to the department's website (www.revenue.state.mn.us). Also state in the description that local use taxes on purchases of goods and services made outside of the political subdivision that are used in the political subdivision, are subject to local use taxes.

Local governments that bill residents and businesses for utilities must include a notice of the local taxes at least once per year. The notice must include a brief description of both the local sales and use taxes, and reference the department's website link.

Returns and remittance

Vendors will collect and remit Two Harbors taxes covered by this agreement as part of their Minnesota sales and use tax returns, which include simplified electronic returns (SER's) authorized by the SSTGB. Revenues collected by the department are deposited in the State Treasury and credited to a special account. The department will draw from this account to recover department costs as provided in this agreement, and to transmit collections to Two Harbors. Two Harbors will accrue no interest on this amount.

Transmittal of tax

The department will transmit the taxes reported on returns monthly through the automatic clearinghouse system.

For each month of collection related to July through December 2023, the department will continue to make two transmittals. The first will be transmitted approximately five business days after month end. The second transmittal will be sent approximately 40 days after month end. The second transmission will reflect any adjustments made for refunds issued by the department for tax reported in error. The department retains, from the second monthly payment, a fee for administering, collecting, and enforcing the Two Harbors taxes as provided in this agreement. The department sends notification each month to the contact person showing the breakdown of the month's collections and administrative fees deducted.

For each month of collection beginning January 1, 2024, the department will transmit taxes reported for that month in one monthly payment. The transmittal will be sent approximately 40 days after month end. The department retains a fee for administering, collecting, and enforcing the Two Harbors taxes as provided in this agreement. The department sends notification each month to Two Harbors with the month's sales and use tax collections and the administrative fees deducted. See the calendar examples below.

Reports

Upon request, the department will provide Two Harbors with a report showing information about taxpayers and the amount of taxes remitted. This report can be requested once per year at no additional cost. Two Harbors must submit a written request via email or US mail. The department will consider requests for more frequent reports for an additional administrative fee.

Disclosure

Two Harbors understands that any local sales and use tax account information given to it by the department is subject to the classification and disclosure provisions in Minnesota Statutes, chapters 13 and 270B. Pursuant to Minnesota Statutes, section 270B.12, subdivision 2, such information can only be used to the extent necessary to administer the local sales or use tax.

The department will provide disclosure training materials to Two Harbors's designated representative. Two Harbors must train any employees with a business need to access not public Minnesota sales and use tax information provided by the department. All employees who have a business reason to access not public tax information must complete the required training annually. New employees and other users who did not previously have a business reason to access not public tax information must complete the training before they may be granted access it.

Two Harbors must update its disclosure authorization form by December 31 of each year, providing a list of all personnel who are trained and authorized to view not public Minnesota sales and use tax information. If an authorized employee or official no longer needs access to tax information due to a change of duties, separation from employment, or any other reason, it is Two Harbors's obligation to

instruct the department's local tax liaison to terminate access rights for that individual by the start of the next calendar quarter.

Failure to conduct the required disclosure trainings or update the user access list as described above will result in the department suspending Two Harbors's access to not public Minnesota sales and use tax information until such training is completed.

Inspection of records and audit information

The department will allow Two Harbors to inspect and audit all data, records, and other information relating to its local sales or use tax, the cost of collecting the tax, and the performance by the department under this agreement. Two Harbors will submit any requests to inspect the sales or use tax data to the department in writing, as prescribed by the department.

Reimbursement of costs

The department will review its own direct and indirect costs for administering, collecting, and enforcing local taxes as needed and adjust costs accordingly. If changes are required, the department will notify Two Harbors of the estimated cost for administering, collecting, and auditing the local taxes at least 180 days prior to when the change will be implemented.

For each month of collection related to July through December 2023, the following calculation of reimbursement for administrative costs will continue to apply.

All local jurisdictions share in the cost of local tax administration. The calculations are based on the share of total revenues and total tax lines reported on Minnesota sales and use tax returns for each local area. The department weights each jurisdiction's percentage of revenue by one third and their percentage of tax lines by two thirds to compute their monthly percentage of total administrative costs.

Example:

Assume monthly totals for all Local Sales Taxes:

Total Tax revenues	\$20,000,000.00
Total Tax lines on returns	90,000.00
Total Administrative costs	\$200,000.00

If Local Tax A has revenues of \$1,600,000.00 (8% of the total) and 9,000 tax lines (10% of the total) their share of monthly expenses would be 9.34% or \$18,680.00, which represents approximately 1.17% of their monthly revenues. The following is how the 9.34% was calculated:

$$\begin{aligned} 8\% \times 1/3 &= 2.67\% \\ 10\% \times 2/3 &= 6.67\% \\ &= 9.34\% \end{aligned}$$

For each month of collection beginning January 1, 2024, the following calculation of reimbursement for administrative costs will apply.

Minnesota Statutes, section 297A.99, subdivision 11 states the Department shall deduct the direct and indirect costs to administer local taxes. Two Harbors will pay a flat rate of 1.35% of sales taxes collected to cover the administration, collection, and auditing of local sales taxes. Any changes required to balance costs and fees will be communicated according to the notification schedule noted above. Any shortfalls or reserves will be managed across years to the extent possible.

Termination of a local tax

The department will provide a report to Two Harbors after the last month that the tax is in effect. The report will indicate the total amount of Two Harbors taxes, corresponding adjustments made, prior month corrections, and administrative fees retained. In addition, when a tax ends, the department will work with Two Harbors to determine a reserve amount the department will retain which will be used as a fund to make adjustments or refunds. Please see the Responsibilities section below for more details. The portion of this fund not used for refunds or adjustments will be transmitted to Two Harbors at the close of the period of limitations. The account remains open for a period equal to the statute of limitations provided in Minnesota Statutes, section 289A.40, for sales and use tax returns. The account will be reconciled and Two Harbors will be notified of the final settlement.

Responsibilities

When the boundary limits for Two Harbors change, it is the responsibility of Two Harbors to notify and provide the department with the updated boundary information. The department will only update the rate calculator and ZIP Code guide upon receiving this information. Minnesota Statute requires that the department notify vendors of their tax obligations when boundaries change. Vendors not notified will be relieved of liability until notification occurs. The department will not engage in compliance activities for vendors in the new boundary area who have not been formally notified of the change.

If Two Harbors updates or amends the city ordinance relating to the Two Harbors tax covered by this agreement, Two Harbors must provide a draft of the changes to the department for review before it is made final. The department will review the changes to ensure compliance with governing statutes. Two Harbors will then provide the department with a signed copy of the revised or amended ordinance.

Two Harbors must provide the department with current contact information annually and advise when any changes occur. This includes, but is not limited to, the contact person, phone number, address, and email.

Two Harbors will notify the department prior to the 90-day notification requirement for when the tax will end. The department will work with Two Harbors to project an estimated amount to retain for the reserve fund. This amount retained will allow for adjustments and refunds as mentioned in the "Termination of local tax" section. In the event the Department does not retain enough revenues to cover any adjustments once the tax ends, a bill will be sent for the outstanding amount. See Minnesota Statutes, section 297A.99, subdivision 9.

Effective date

This agreement is effective the day following imposition of the tax and supersedes any previous agreement.

Modifications

Any portion of this agreement may be modified. Modifications must be in writing and signed by the Commissioner of Revenue and an authorized representative of Two Harbors.

Minnesota Department of Revenue

Signature: _____

Paul Marquart
Commissioner of Revenue

Date: _____

Two Harbors Representative

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

2024

Local Government Payment Schedule

January

S	M	T	W	T	F	S
		1	2	3	4	5
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

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25	26	27	28	29		

March

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April

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May

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26	27	28	29	30	31	

June

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July

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August

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September

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November

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December

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- Estimated Payment for December 2023
- Final Payment for December 2023
- Final Payment for November 2023
- Estimated Payment for January 2024
- Final Payment for January 2024

The payment dates are the approximate days the payments will be made. The payments will be made as close to the date listed as possible.

Business returns are due on the 20th of the month. If the 20th falls on a holiday or weekend, the returns are due the next business day.

2024

Local Government Payment Schedule

January						
S	M	T	W	T	F	S
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
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February						
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March						
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April						
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21	22	23	24	25	26	27
28	29	30				

May						
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June						
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July						
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28	29	30	31			

August						
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September						
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October						
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20	21	22	23	24	25	26
27	28	29	30	31		

November						
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

	Estimated Payment for December 2023
	Final Payment for December 2023
	Final Payment for November 2023
	Estimated Payment for January 2024
	Final Payment for January 2024

The payment dates are the approximate days the payments will be made. The payments will be made as close to the date listed as possible.

Business returns are due on the 20th of the month. If the 20th falls on a holiday or weekend, the returns are due the next business day.



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Electric & Gas Rate Study	Date: 07/10/2023
Agenda Item Subject: Consider approving the professional services agreement between Dave Berg Consulting and the City of Two Harbors for a utility rate study for the electric and gas services.	Fiscal Impact: Electric & Gas Rate Study	
BACKGROUND: The electrical and gas rates have not been reviewed in over 10 years. With new contracts in place with MN Power the city would like an analysis of the current rate structure.		
COUNCIL ACTION REQUESTED: Approve the professional services agreement between Dave Berg Consulting and the City of Two Harbors for a utility rate study for the electric and gas services.		
RECOMMENDATION: Approve the professional services agreement between Dave Berg Consulting and the City of Two Harbors for a utility rate study for the electric and gas services.		
ATTACHMENTS: Proposal – Dave Berg		

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is dated June 21, 2023, by and between **Dave Berg Consulting, LLC** ("Consultant"), with offices at 15213 Danbury Ave W, Rosemount, MN 55068 and the **City of Two Harbors, MN** ("Client"), with offices at 522 1st Avenue, Two Harbors, MN 55616.

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services:** All services to be furnished by Consultant under this Agreement will be authorized through individual Task Orders in substantially the form included as Exhibit A to this Agreement. Each Task Order will outline the scope of services, fee for services and schedule pertaining to the Consulting Services as specifically authorized by Client.
2. **Independent Contractor:** Consultant is an independent contractor and is not an employee of the Client. Services performed by Consultant under this Agreement are solely for the benefit of Client unless specified otherwise. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.
3. **Standard of Care:** Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
4. **Changes/Amendments:** This Agreement may not be changed except by written amendment signed by both parties. The estimate of the level of effort, schedule and payment required to complete the Scope of Services, as Consultant understands it, will be reflected in each individual Task Order. Services not expressly set forth in this Agreement or in a Task Order are excluded. Consultant shall promptly notify the Client if changes to the Scope of Services affect the schedule, level of effort or payment to Consultant and the schedule and payment shall be equitably adjusted. If Consultant is delayed in performing its services due to an event beyond its control, including but not limited to fire, flood, earthquake, explosion, strike, transportation or equipment delays, or act of God, then the schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Consultant for any additional costs due to the delay.
5. **Payment:** Invoices are due and payable upon receipt. Client shall pay Consultant within 30 days of date of invoices. If Client disputes any portion of an invoice, the undisputed portion will be paid and Consultant will be notified in writing within 10 days of the invoice of the exceptions taken. Additional charges for interest shall

PROFESSIONAL SERVICES AGREEMENT

become due and payable at a rate of 1½ percent per month (or the maximum percentage allowed by law, whichever is lower) on the unpaid amounts. Any interest charges due from the Client on past due invoices are outside any maximum billing amounts established for this Agreement and shall not be included in calculating the maximum. If the Client fails to pay invoiced amounts within 60 days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

- 6. Insurance:** During the performance of the Services under this Agreement, Consultant shall maintain the following insurance coverage. Upon request, Consultant will provide insurance certificates to the Client:

Workers' Compensation	Not Applicable
Employer's Liability	Not Applicable
Professional Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Comprehensive General Automobile (Hired and non-owned automobiles)	\$1,000,000 per occurrence

- 7. Indemnity:** Following operation of applicable rights of contribution and to the extent permitted by law, Consultant agrees to indemnify, defend and hold harmless Client and its directors, officers and employees from and against any and all loss, damage, claim or liability (including without limitation, reasonable attorneys' fees) incurred by Client to the extent arising out of Consultant's negligent acts, errors or omissions, including claims by any third party or claims made by employees of Consultant. Consultant explicitly and expressly waives any right it has to immunity under applicable industrial insurance laws with respect to any action against Client and agrees to assume liability for actions brought by its own employees against Client as provided above.

Following operation of applicable rights of contribution and to the extent permitted by law, Client agrees to indemnify, defend and hold harmless Consultant and its

PROFESSIONAL SERVICES AGREEMENT

directors, officers, employees and subconsultants from and against any and all loss, damage, claim or liability (including, without limitation, reasonable attorney's fees) incurred by Consultant to the extent arising out of Client's negligent acts, errors or omissions, including claims by any third party or claims made by employees of Client. Client explicitly and expressly waives any right it has to immunity under applicable industrial insurance laws with respect to any action against Consultant and agrees to assume liability for actions brought by its own employees against Consultant as provided above.

8. **Limitation of Liability:** No employee or contractor of Consultant shall have individual liability to Client. To the extent permitted by law, the total liability of Consultant to Client for any and all claims arising out of this Agreement, whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the specified insurance limits.
9. **Consequential Damages:** In no event and under no circumstances shall Consultant be liable to Client for any interest, loss of anticipated revenues, earnings, profits, increased expense of operations, loss by reason of shutdown or non-operation due to late completion, or for any consequential, indirect or special damages.
10. **Termination:** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations under this Agreement (including Client's obligation to make payments hereunder), the non-defaulting party may suspend performance under this Agreement, after giving seven (7) days written notice of its intention to suspend performance under this Agreement and if cure of the default is not commenced and diligently continued.
11. **Reuse of Work Products:** All documents, analyses and other data prepared by Consultant under this Agreement ("Work Products") are instruments of service and are and shall remain the property of Consultant. Client shall have the right to make and retain copies and use all Work Products; provided, however, the use shall be limited to the intended use for which the services and Work Products are provided under this Agreement. Consultant may, at its sole discretion, copyright any of the Work Products; **provided that copyrighting will not restrict Client's right to retain or make copies of the Work Products for its information, reference and use on the project or services under this Agreement.**

The Work Products shall not be changed or used for purposes other than those set forth in this Agreement without the prior written approval of Consultant. If Client

PROFESSIONAL SERVICES AGREEMENT

releases the Work Products to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, Client does so at its sole risk and discretion and Consultant shall not be liable for any claims or damages resulting from or connected with the release or any third party's use of the Work Products.

12.Information Provided by Client: Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

13.Confidentiality: With respect to this Agreement, Consultant shall be considered to be Client's representative for purposes of receipt of information under any confidentiality agreements between Client and third parties concerning issues within the scope of this Agreement. Client shall provide Consultant with copies of any such confidentiality agreements. Consultant shall comply with the restrictions in such confidentiality agreements and, if requested by Client, shall return all copies of any information deemed to be confidential under such agreements.

14.Opinions of Cost: Consultant does not control the cost of labor, materials, equipment or services furnished by others, nor does it control pricing factors used by others to accommodate inflation, competitive bidding or market conditions. Consultant estimates of contract services costs, operation expenses or construction costs represent its best judgment as an experienced and qualified professional and are not a guarantee of cost.

15.Miscellaneous:

- (a) This Agreement is binding upon and will inure to the benefit of the Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
- (b) Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.
- (c) If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.
- (d) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota.

PROFESSIONAL SERVICES AGREEMENT

- (e) Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Consultant: Dave Berg Consulting, LLC
Attention: David A. Berg, Principal
Address: 15213 Danbury Ave W, Rosemount, MN 55068

Client: City of Two Harbors, MN
Attention: Miranda Pietila, Finance Director
Address: 522 1st Avenue, Two Harbors, MN 55616

- (f) In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

IN WITNESS WHEREOF, the parties have signed this Agreement the date first written above.

City of Two Harbors, MN

By: _____

Its: Finance Director

Dave Berg Consulting, LLC

By: 

Its: Principal

Attachments: Exhibit A Form of Task Order

EXHIBIT A – TASK ORDER

This Task Order #__ dated _____ provides that **Dave Berg Consulting, LLC** (“Consultant”) will provide Consulting Services for [DESCRIPTION OF WORK] to the **City of Two Harbors, MN** (“Client”) under the general terms and conditions outlined in the Professional Services Agreement between Consultant and Client dated June 21, 2023.

The scope of services, fee for services, schedule and other provisions for this Task Order are as follows:

1. **Scope of Services:** [to be provided]
2. **Fee for Services:** [to be provided]
3. **Schedule:** [to be provided]
4. **Other:** [to be provided]

IN WITNESS WHEREOF, the parties have signed this Task Order the date first written above.

City of Two Harbors, MN

By: _____

Its: Finance Director

Dave Berg Consulting, LLC

By:

Its: Principal

This Task Order #1 dated June 21, 2023 provides that **Dave Berg Consulting, LLC** (“Consultant”) will provide Consulting Services for an Electric and Natural Gas Rate Study to the **City of Two Harbors, MN** (“Client”) under the general terms and conditions outlined in the Professional Services Agreement between Consultant and Client dated June 21, 2023.

The scope of services, fee for services, schedule and other provisions for this Task Order are as follows:

Scope of Services:

Task 1- Data Request

Upon receiving notice to proceed, a written data request will be submitted to Client detailing the data required for the study. The data is necessary to facilitate an in-depth understanding of the relationship between Client’s expenses, revenues and sales to retail customers.

Task 2 – Kickoff Meeting

I will travel to Two Harbors and meet with Client staff to review goals for the study and answer questions regarding the data request. I believe this is an important feature of this proposed scope of services. This will be designed to enhance Client understanding of the process and my understanding of Client’s goals and concerns.

Task 3 – Financial Forecast – Existing Rates

Based on projected sales to retail customers and estimated utility revenue requirements, a 5- year forecast (the study period) of Client’s electric and natural gas operating results will be prepared. Revenues for this forecast will be based on existing retail rates. This forecast will also include funding for expected capital improvements during the study period and an analysis of the resulting impact on reserve fund levels. The results of this task provide an important indication of the overall fiscal health of each of the utilities and the need, if any, for additional revenues.

Task 4 – Cost of Service Analysis

The results of Task 3 give an indication of overall revenue needs for the utility. The cost-of-service analysis is utilized to determine how the revenues should be collected from different classes of customers as well as through different components of the rates within each class. To facilitate the cost-of-service analysis, a ‘test year’ revenue requirement is established. The test year financial and operating statistics provide the basis for determining the relationship between sales and expenses for the utility. The test year revenue requirements are first functionalized by their operational category such as wholesale power, transmission, distribution and customer service for electric and gas supply and transportation, local distribution and customer service for

natural gas. Within each function, the revenue requirements are then classified as demand, energy, customer, revenue-related or direct assignment (electric) and demand, commodity, customer, revenue-related or direct assignment (natural gas). Based on the classified costs within each function, the revenue requirements are allocated to each of the customer classes. Specifically designed allocators appropriate to each cost classification are utilized to allocate costs. Based on this analysis, the allocated cost to serve each customer class is determined. The allocated cost to serve each class is then compared to the revenues received from that class to determine if any class-specific revenue adjustments are warranted. Additionally, the cost-of-service study yields specific functionalized/classified costs for each class which can be utilized in the design of individual rate components for each class of customers.

Task 5 – Interim Report

An interim report will be prepared summarizing the analyses prepared to date. This interim report will be sent to Client for review and comment. The purpose of the interim report is to clearly demonstrate the basis for moving forward with rate design.

Task 6 – Rate Design Discussion

A telephone conference call will be held with Client staff to discuss specifics related to alternatives for consideration in the design of proposed retail rates. The results to date will also be presented to the Two Harbors Public Utilities Committee to explain any rate related issues and ideas for rate changes going forward.

Task 7 – Rate Design

Based on the revenue needs of each utility, the results of the cost-of-service analysis and discussions with staff, proposed rates will be developed for each of the retail customer classes. The rates will be designed to meet the overall revenue goals of each utility as well as specific rate design goals of Client. Rate comparisons will be prepared to compare the class by class proposed rates to the existing Client rates in each class. Rate design will also include any recommended changes to the wholesale power cost adjustment or the wholesale gas passthrough.

Task 8 - Financial Forecast – Proposed Rates

The financial forecast prepared as part of Task 3 will be revised to show the impact of the proposed rates on the five-year study period operating results for each utility. A primary focus of the analysis will be the resulting cash balances in Client reserve funds.

Task 9 – Preliminary Report

The results of Tasks 6-8 will be added to the Interim Report prepared in Task 5 and submitted to Client for review as a preliminary report for the study.

Task 10 – Report Review

A telephone conference call will be held with Client staff to discuss the preliminary report with a focus on any areas requiring additional explanation or areas of the study requiring additional analysis.

Task 11 – Final Report

Based on the discussions in Task 10, the preliminary report will be finalized and provided to Client.

Task 12 – Report Presentation

A presentation will be prepared and delivered at a Two Harbors Public Utilities Committee or City Council meeting to explain the conduct of the study and resulting rate recommendations as well as to answer any questions.

Meetings

The scope includes one meeting as part of Task 2 and one meeting as part of task 12.

Fee for Services: The Electric Rate Study will be provided for a fixed fee of \$18,000 plus actual applicable expenses. Applicable expenses would be for surface travel, meals, copying services and shipping. Expenses are estimated to be \$500. Consultant will bill the \$18,000 fixed fee in two installments: i) \$10,000 following the submittal of the interim report in Task 5; and ii) \$8,000 following the presentation in Task 12 or completion of the study. Itemized expenses would be added to each applicable fixed fee invoice.

Schedule: It is estimated that the study as outlined above will require 10 weeks to complete after notice to proceed, project start date is anticipated to be late July 2023.

Other: not applicable

TASK ORDER #1

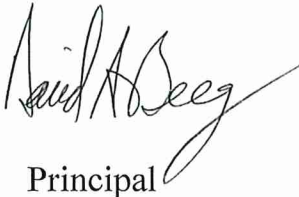
IN WITNESS WHEREOF, the parties have signed this Task Order the date first written above.

City of Two Harbors, MN

By: _____

Its: Finance Director

Dave Berg Consulting, LLC

By: 

Its: Principal



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Sewer Fund	Date: 07/10/2023
Agenda Item Subject: Consider approving invoice to Bolton & Menk for professional services for the Wastewater Treatment Plant Project for \$37,271.20.	Fiscal Impact: Funds are budgeted for the Wastewater Treatment Plant Project	
BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$37,271.20 from May 13 th to June 9 th 2023 for construction engineering services of the Wastewater Treatment Plant Project. Total engineering contract for construction services are \$1,395,000, remaining funds are \$790,492.94.		
COUNCIL ACTION REQUESTED: Approve invoice for \$37,271.20 to Bolton & Menk.		
RECOMMENDATION: Approve invoice for \$37,271.20 to Bolton & Menk.		
ATTACHMENTS: Invoice from Bolton & Menk		



Real People. Real Solutions.

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

Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

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

June 19, 2023
Project No: M24.117177
Invoice No: 0314224
Client Account: TWOHARB_CI_MN

Two Harbors/WWTF Engineering**Professional Services from May 13, 2023 to June 9, 2023**

Construction Services (005)

Professional Services

	Hours	Amount
Principal	11.00	2,178.00
Administrative	1.00	93.00
Specialist	1.00	172.50
Design Engineer	3.00	414.00
Senior Principal	3.00	744.00
Project Engineer	29.50	5,251.00
Senior Technician	1.50	252.00
Technician	162.00	24,786.00
Electrical Engineer	5.00	629.20
Total Labor		34,519.70
Total this Task		\$34,519.70

EPA Grant Administration (008)

Professional Services

	Hours	Amount
Specialist	3.50	570.50
Design Engineer	10.00	1,380.00
Project Engineer	4.50	801.00
Total Labor		2,751.50
Total this Task		\$2,751.50
Total this Invoice		\$37,271.20

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Water Fund	Date: 07/10/2023
Agenda Item Subject: Consider approving invoice to Bolton & Menk for professional services for the Chlorine Tank & Bldg Repairs Project for \$4,595.60.	Fiscal Impact: WIF Grant, with the remaining balance to be covered from a low interest rate PFA loan.	
BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$4,595.60 from May 13 th to June 9 th 2023 for construction management engineering services of the Chlorine Tank & Bldg. Repairs Project. Total construction management services are \$618,500, remaining funds are \$604,867.94.		
COUNCIL ACTION REQUESTED: Approve invoice to Bolton & Menk for \$4,595.60.		
RECOMMENDATION: Approve invoice to Bolton & Menk for \$4,595.60.		
ATTACHMENTS: 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
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

June 19, 2023
Project No: M24.119641
Invoice No: 0314232
Client Account: TWOHARB_CI_MN

Two Harbors/Chlorine Contact Tank

Design Engineering Services for Replacement of the Chlorine Contact Tank at the Water Treatment Facility

Mn Department of Health Approval

Professional Services from May 13, 2023 to June 9, 2023

Construction Management (003)

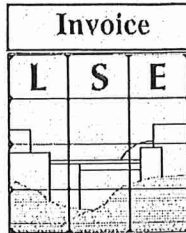
Professional Services

	Hours	Amount	
Project Management			
Principal	1.50	297.00	
Project Engineer	5.50	979.00	
Computer Aided Drafting			
Senior Technician	2.50	420.00	
Totals	9.50	1,696.00	
Total Labor			1,696.00
Consultants			
LS Engineers, Inc.		2,636.00	
Total Consultants	1.10 times	2,636.00	2,899.60
Total this Task			\$4,595.60
Total this Invoice			\$4,595.60

Bolton & Menk, Inc. is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

Notice: A Finance charge of 1.5% per month (annual percentage of 18%) is charged on balances 30 days or over.

05/25/2023



LSEngineers, Inc.
 234 North Main Street
 Le Sueur, MN 56058
 Phone: 507-665-6255

May 24, 2023

Invoice No: 16452

Bolton & Menk, Inc. (Mankato)
 Email to ap@bolton-menk.com

Project 20-107 TWO HARBORS, MN WTF - CHLORINE CONTACT & PRV
 (M24.119641)

Dates of Service: 4/2/23 to 5/19/23

Professional Services

Professional Personnel

	Hours	Rate	Amount
ENGINEERING			
Salfer, Brian	12.50	200.00	2,500.00
DRAFTING			
Rose, Donald	1.00	136.00	136.00
Totals	13.50		2,636.00
Total Labor			2,636.00

Billing Limits

	Current	Prior	To-Date
Labor	2,636.00	25,274.50	27,910.50
Limit			30,000.00
Remaining			2,089.50

Total this Invoice \$2,636.00

	Current	Prior	Total	Received	A/R Balance
Billings to Date	2,636.00	25,274.50	27,910.50	25,274.50	2,636.00

		WW	
PROJECT	TASK	ACCOUNT	AMOUNT
M24.119641		5110	\$ 2636.00
			\$



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Liquor Store	Date: 07/10/2023
Agenda Item Subject: Approving invoice with American Engineering Testing for \$14,800 for geotechnical soil borings for the Liquor Store Project.	Fiscal Impact: Liquor Store Fund	
BACKGROUND: DSGW requested proposals for geotechnical soil borings for the Liquor Store Project. Three proposals were received, it is the recommendation of the Liquor Store Committee to go with the low bid from American Engineering Testing for \$14,800, contract has been fulfilled.		
COUNCIL ACTION REQUESTED: Approve invoice with American Engineering Testing for \$14,800		
RECOMMENDATION: Approve invoice with American Engineering Testing for \$14,800		
ATTACHMENTS: Invoice		



INVOICE

Invoice # INV-130364
Invoice Date: 6/23/2023
Due Date: 7/23/2023

Working Together to Build a More Certain World

Bill To:

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

Customer Contact: Stacey Harter
Customer Project No.: N/A
Customer P.O.: N/A

Project Manager	Project Number/Name	AET Contract ID	Account Number
Thomas Woerdeman	P-0020709 - Two Harbors Municipal Liquor Store	PCI-0020430	CUS-024444

Comments: Geotechnical Exploration and Report

INVOICE SUMMARY		TOTAL
SUBTOTAL		\$14,800.00
TAX		\$0.00
TOTAL DUE (USD)		\$14,800.00

Questions about this invoice? Contact Us: 651.789.4651 accounting@amengtest.com

Overnight Payment Address
U.S. Bank Lockbox Services
Attn: 860678
1200 Energy Park Drive
St. Paul, MN 55108

Remittance Address
American Engineering Testing, Inc.
PO Box 860678
Minneapolis, MN 55486

American Engineering Testing, Inc.
Telephone: 800.972.6364 | www.teamaet.com | Tax ID: 41-0977521



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Wastewater Plant	Date: 07/10/2023
Agenda Item Subject: Consider approving Pay App #20 to Lakehead Constructors for the Wastewater Treatment Plant Project for \$965,929.12.	Fiscal Impact: State Appropriations, PSIG Grant, WIF Grant, Sewer & Electric Fund reserves with the remaining balance to be covered from a low interest rate PFA loan.	
BACKGROUND: See attached communication from Bolton & Menk.		
COUNCIL ACTION REQUESTED: Approve Pay App #20 to Lakehead Constructors for \$965,929.12.		
RECOMMENDATION: Approve Pay App #20 to Lakehead Constructors for \$965,929.12.		
ATTACHMENTS: Communication and Pay App		

Agenda Item # CA#10

Meeting Date 7.10.23



Real People. Real Solutions.

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

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

VIA EMAIL

July 5, 2023

Patty Nordean, City Administrator
City of Two Harbors
522 1st Ave.
Two Harbors, MN 55616

RE: Two Harbors Wastewater Treatment Facility Improvements
Pay Application No. 20
BMI Project Number: M24.117177

Dear Patty,

Enclosed is a copy of Pay Application No. 20 from Lakehead Constructors, Inc. for \$965,929.12. I have reviewed this request and recommend payment to the contractor. The work reflected on this application represents 62.5% of the work to be completed under this contract. Please process this request for payment.

Please contact me if you have any questions.

Sincerely,
Bolton & Menk, Inc.

Jennifer Selchow, P.E.
Environmental Project Engineer

Enclosures

cc: Joe Rhein, Bolton and Menk, Inc.
Brian Guldán, Bolton and Menk, Inc.
Randy Hedin, City of Two Harbors
Miranda Pietila, City of Two Harbors
File

Contractor's Application for Payment No.

Application Period: 5/26/23 - 6/23/23		Application Date: 6/23/2023	Invoice No. 20
To (Owner): City of Two Harbors, MN	From (Contractor): Lakehead Constructors, Inc.	Via (Engineer): Bolton & Menk	
Project: Wastewater Treatment Facility Improvements	Contract: Wastewater Improvements		
Owner's Contract No.: 7834	Contractor's Project No.: M24.117177		

Application For Payment Change Order Summary


Approved Change Orders	Number	Additions	Deductions	
1. ORIGINAL CONTRACT PRICE.....				\$ 229,297,715.00
2. Net change by Change Orders.....				\$
3. Current Contract Price (Line 1 ± 2).....				\$ 229,297,715.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....				\$ 119,280,740.87
5. RETAINAGE:				
a. 5% X \$18,045,952.95 Work Completed.....				\$ \$902,297.65
b. 5% X \$1,234,787.92 Stored Material.....				\$ \$61,739.40
c. Total Retainage (Line 5a + Line 5b).....				\$ \$964,037.04
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....				\$ \$18,316,703.83
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....				\$ \$17,350,774.71
8. AMOUNT DUE THIS APPLICATION.....				\$ \$965,929.12
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....				\$ \$10,981,011.17

Contractor's Certification

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



By: Chris Clements	Date: 6/23/2023
--------------------	-----------------

Payment of: \$ 965,929.12	(Line 8 or other - attach explanation of the other amount)	07/05/23	(Date)
			(Engineer)
Payment of: \$ 965,929.12	(Line 8 or other - attach explanation of the other amount)		
is approved by:			(Owner)
Approved by:	Funding Agency (if applicable)		(Date)

Endorsed by the Construction Specifications Institute.

Contractor's Application

Page 2 of 2

TWO HARBORS CITY COUNCIL



AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: *List non-repairable transformers as discarded equipment and to repair other damaged transformers. Please see attached list.*

ORIGINATING SOURCE/DEPARTMENT: *Electrical department*

FUNDING SOURCE: *604-49570-229 transformers and meters*

BACKGROUND: *Please see attached list*

ESTIMATED DATE OF COMPLETION: **05/31/2022**

COMMITTEE/COMMISSION RECOMMENDATION: *Accept bid from T&R Transfers to scrap and repair transformers at the cost of \$4021.25*

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

Agenda Item # CA# 11 Meeting Date: 7.10.23

The following is a list of 8 Transformers that have failed and were sent in to be repaired. 4 are deemed to be non-repairable (junk) and 4 are repairable. T&R Electric will give us \$193.75 (\$2.50 per KVA) in scrap for the junk transformers. I would like to deem the 4 junk transformers as scrap and use money to repair the other 4 transformers. The cost to repair transformers is $\$4215.00 - \$193.75 = \$4021.25$

Junk Transformers

Size	Brand	Serial Number
10KVA	Cooper	955159408
15KVA	Cooper	502111229
15KVA	Cooper	502110333
37.5KVA	Kuhlman	4079809601

Repairable Transformers

Size	Brand	Serial Number
15KVA	GE	M519746YEPA
15KVA	Kuhlman	4102129603
25KVA	ABB	90A361395
50KVA	Cooper	655148529

Blake Prince

From: Bill Clark <bill.clark@trelectric.com>
Sent: Thursday, June 29, 2023 2:34 PM
To: Blake Prince
Subject: Follow up on Failed units, repairs, and order with CSP switch

Blake,

Per our telephone conversation yesterday. This is what I have for you.

JUNK-SALVAGE CREDIT FOR FAILED UNITS: 1-10, 2-15'S, 1-37.5 KVA'S = 77.5 KVA

FOR A CREDIT OF \$2.50 PER KVA = \$193.75 TO USE ON REPAIRS OR PURCHASE.

REPAIRS:

2-15 KVA UNITS @ \$870.00 EA.

1-25 KVA UNIT @ \$1015.00

1-50 KVA UNIT @ \$1460.00

****any additional charges must be approved by the customer**

QUOTE REQUEST:

The prices will remain the same, but I will increase the order to 3 each of 25 and 37.5 kva's. The units will be equipped with the CSP, not the IFD.

3-25 kva @ \$1779.00 ea.

3-37.5 kva @ \$2053.00 ea.

DELIVERY TIME FRAME EST: 30-32 WEEKS

FUEL SURCHARGE ADDED TO FINAL INVOICE

QUOTE IS GOOD FOR 15 DAYS

Thank you for this opportunity.

Bill Clark



Bill Clark

T&R Electric Supply Co., Inc.

Sales

308 SW 3rd St

PO Box 180

Colman, SD 57017

Toll Free: 800-843-7994

Direct: 605-684-2138

Email: bill.clark@trelectric.com

WWW: www.t-r.com

TWO HARBORS CITY COUNCIL



AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: *Purchase 5500 ft of high voltage wire from Resco at the cost of \$29564.70 to finish WWTP project and to have for future expansion and repairs.*

ORIGINATING SOURCE/DEPARTMENT: *Electrical department*

FUNDING SOURCE: *Electrical*

BACKGROUND: *More cable is needed to finish WWTP project. I didn't buy all the wire in the beginning hoping wire would drop in cost.*

ESTIMATED DATE OF COMPLETION: **07/31/2022**

COMMITTEE/COMMISSION RECOMMENDATION: *Accept bid from Resco of \$29,564.70 for 5500 ft of high voltage wire*

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

Agenda Item # CA #12 Meeting Date: 7.10.23

Bid #1

RESCO

Rural Electric Supply Cooperative

QUOTE ORDER

Order #

900402-00

Quote Date

06/29/23

PO #

Page #

1

Bill To: TWO HARBORS, CITY OF
522 1st AVENUE

Cust # TWO HARBORS, MN 55616
44636

Correspondence To: Resco
PO BOX 44430
MADISON, WI 53744-4430

Ship To: TWO HARBORS, CITY OF
522 1st AVENUE
TWO HARBORS, MN 55616

Instructions

ATTN: BLAKE

Ship Point

Resco - Mt. Pleasant

Via

Currency

Shipped

Terms

Net 30

Ln #	Product And Description	Quantity Ordered	Qty UM	Unit Price	Amount (Net)
1	09120753HENDRIX TRXLP 1/0SOL.260 AL FN16#14 3RSJKT 2750' Vendor Prod: U025K0010A-0087 STOCK IN MT. PLEASANT WHS	5500	each	4.96	27280.00

1 **Linea Total**

Qty Shipped Total

5500

Total

27280.00

Taxes

2284.70

Order Total

29564.70

\$ 24.96 per ft

Bid #2



Border States Electric - DUL
4451 Airpark Blvd
Duluth MN 55811-5728
Phone: 218-727-8170

CITY OF TWO HARBORS-ELECTRICAL DEPT
522 1ST AVE
TWO HARBORS MN 55616-1504

Quote

Page: 1 of 1

BSE Quote: 27037927
Sold-To Acct #: 5175
Valid From: 05/05/2023 To: 07/12/2023
PO No: 1/0 TRXLP cable
Payment Terms: Net 25th prox

Created By: Marc McLennan
Tel No: 218-727-8170
Fax No:

Inco Terms:
FOB ORIGIN

Ship-to:
CITY OF TWO HARBORS-ELECTRICAL DEPT
415 20TH AVE
TWO HARBORS MN 55616

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000020	3534642 HEND - 1/0 SOL 260 TRXLP 16#14 Stock in Green Bay	3,500 FT JKT 3500FT HEN	7,788.90 / 1,000	FT	27,261.15
Total \$						27,261.15
State Tax \$ 0.000 %						0.00
County Tax \$ 0.000 %						0.00
Local Tax \$ 0.000 %						0.00
Other Tax1 \$ 0.000 %						0.00
Other Tax2 \$ 0.000 %						0.00
Other Tax3 \$ 0.000 %						0.00
Tax Subtotal \$ 0.000 %						0.00
Net Amount \$						27,261.15

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

The quoted sales tax is an estimate only based upon the information provided in this quote and will be finalized at the time of invoice based upon the material purchased, quantity purchased, and delivery location.

\$7.79 per ft

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, BSE reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 6/29/23
Agenda Item Subject: Appointing Building Maintenance Custodian position	Fiscal Impact:	
BACKGROUND: Applications have been received and interviews have been conducted for the position of Building Maintenance Custodian in the Public Works Department. The hiring committee has provided a conditional offer of employment for the position.		
COUNCIL ACTION REQUESTED: Appointing _____ to the position of Building Maintenance Custodian in the Public Works Department. RECOMMENDATION: Staff recommends the Council action requested.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 6/29/23
Agenda Item Subject: Appointing Administrative Assistant/Deputy Clerk	Fiscal Impact:	
BACKGROUND: Appointing _____ to the position of Administrative Assistant/Deputy Clerk.		
COUNCIL ACTION REQUESTED: Appointing _____ to the position of Administrative Assistant/Deputy Clerk.		
RECOMMENDATION: Staff recommends the action requested.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Patty Nordean	Department: Fire Department	Date: 07/10/2023
Agenda Item Subject: Accepting the resignation of Shawn Pierce, with regret, from the position of Fireman with the Two Harbors Fire Department and authorizing a letter of appreciation for his services.	Fiscal Impact:	
BACKGROUND:		
COUNCIL ACTION REQUESTED: Accept resignation of Shawn Pierce, with regret, from the position of Fireman with the Two Harbors Fire Department and authorizing a letter of appreciation for his services.		
RECOMMENDATION: Accept resignation of Shawn Pierce, with regret, from the position of Fireman with the Two Harbors Fire Department and authorizing a letter of appreciation for his services.		
ATTACHMENTS:		

Miranda Pietila

From: Patty Nordean
Sent: Wednesday, July 5, 2023 9:50 AM
To: Miranda Pietila
Subject: Fwd: Fire Resignation Letter

Miranda:
Please add to the agenda.
Thanks,

Get [Outlook for iOS](#)

From: Patty Nordean <pnordean@twoharborsmn.gov>
Sent: Wednesday, July 5, 2023 9:49 AM
To: Mark Schlangen <markschlangen@hotmail.com>
Subject: Re: Fire Resignation Letter

This is fine. I will bring it forth on Monday. Thanks.

Get [Outlook for iOS](#)

From: Mark Schlangen <markschlangen@hotmail.com>
Sent: Wednesday, July 5, 2023 9:46:49 AM
To: Patty Nordean <pnordean@twoharborsmn.gov>
Subject: Fw: Fire Resignation Letter

Are digital resignation letters sufficient?

This brings our roster back to 23. We won't plan on adding to the roster until later this fall with the expectation of Greg Swanson retiring.

Let me know if I need to do anything more with this.

Thanks,
Mark

From: Shawn Pierce <shawn.pierce.96@gmail.com>
Sent: Wednesday, June 28, 2023 10:39 PM
To: Mark Schlangen <markschlangen@hotmail.com>
Subject: Fire Resignation Letter

Hello Mark,

Attached is my Two Harbors Fire Department Resignation Letter. I also put a copy on your desk at the fire hall, along with my pager/charger and class A uniform, which is on a chair in your office.

It has been increasingly more difficult to keep up with different things in my life and fire was one thing I needed to let go unfortunately. Thank you for being a great chief.



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 6/29/23
Agenda Item Subject: Highway 61 Property Purchase	Fiscal Impact:	
BACKGROUND: The Highway 61 closing is complete and the City now owns the property.		
COUNCIL ACTION REQUESTED:		
RECOMMENDATION:		
ATTACHMENTS:		

Agenda Item # Comm.
#1

Meeting Date 7.10.23



Real People. Real Solutions.

4960 Miller Trunk Highway
Suite 350
Duluth, MN 55811

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

MEMORANDUM

Date: July 5, 2023
To: Mayor and City Council
From: Jennifer Selchow, P.E., Bolton & Menk, Inc.
Subject: Two Harbors WWTF Improvements
Project No.: M24.117177

Since the last progress update and pay request, the contractors have poured walls and footings for the WAS tank, set precast plank at the biosolids building, worked on electrical conduit for the backup generator, started electrical wiring in the operations building, finished installing pipe insulation in the operations building, installed stairs in the operations building pump room, upgraded HVAC in pretreatment building, and continued to install process piping in the operations pump room.

The contractors plan to pour the WAS tank lid, continue to backfill, continue to install concrete masonry block on the biosolids building, install grating in the pretreatment and operations buildings, continue installing stairs in the operations building, and work on the biosolids building roof this upcoming month.

The following section provides an update on completed work for the various components of the project. Construction photos have also been included at the end of this memorandum for your information and reference.

WAS Tank

The following work has occurred over the last month for the WAS tank.

- Poured concrete walls and footings.

Biosolids Building

The following work has occurred over the last month for the Biosolids Building.

- Set precast concrete plank.

Operations Building

The following work has occurred over the last month for the Operations Building.

- Started electrical wiring.
- Finished installing pipe insulation.
- Installed stairs in the pump room.
- Installed process piping in pump room.

Pretreatment Building

The following work has occurred over the last month for the Pretreatment Building.

- Upgraded HVAC

Aeration Basin

The following work has occurred over the last month for the Pretreatment Building.

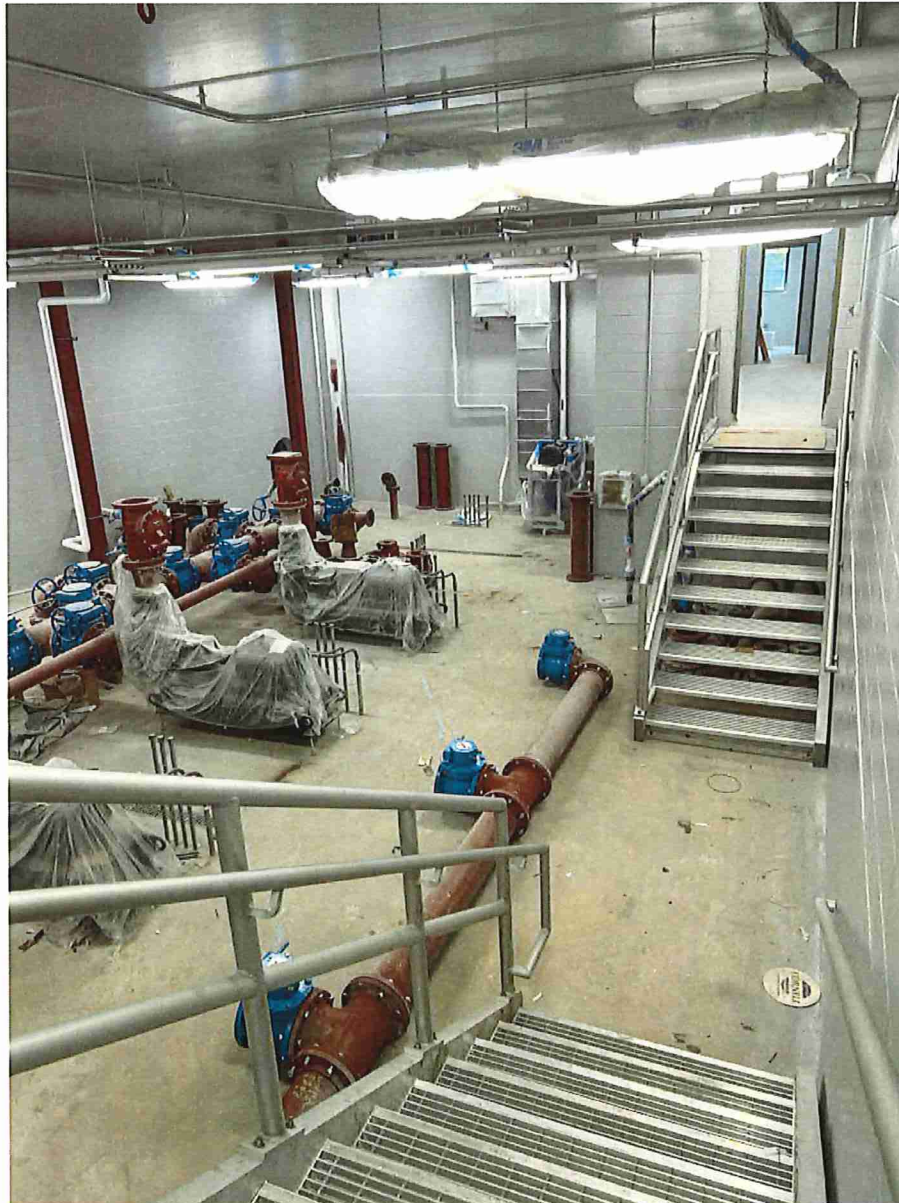
- Installed air piping.

Comm #2
7.10.23

Aeration Basin Air Piping



Operations Building Stairs and Process Piping



Operations Building Electrical



WAS Tank Walls



Biosolids Building Precast Planks



TWO HARBORS CITY COUNCIL

AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: Engine 25 replacement

ORIGINATING SOURCE/DEPARTMENT: Fire Department

FUNDING SOURCE: 50% City of Two Harbors, 38% Lake County, 12% Silver Creek Township

BACKGROUND: The fire department is requesting a contract to be signed for the purchase of a replacement for the current 2001 Engine 25. This apparatus has a dual role as both a water tender and an engine (pumper). With a contract for the replacement signed now, the hope is to take delivery by November 2024. However, with supply issues still affecting manufacturing the actual delivery might be in 2025.

Total cost of the replacement is \$951,475. This is more than what was planned for in the CIP. However, the estimated market value of the 2001 Engine 25 that is being replaced is \$125-150,000 and would be sold after the replacement was in service.

A signed contract would lock in the price and allow the department to begin the pre-construction design process.

ESTIMATED DATE OF COMPLETION: November 2024

COMMITTEE/COMMISSION RECOMMENDATION:

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION:

Agenda Item # NB#1 Meeting Date: 7.10.23



Custom Fire Apparatus, Inc. ■ 509 68th Ave., Osceola, WI 54020-4044 ■ 715.294.2555 Fax 715.294.2168

www.customfire.com

To: **Two Harbors Fire Department**
Two Harbors, Minnesota
Sourcewell-MN Member #56165

July 6, 2023

SOURCEWELL SALES PROPOSAL

We hereby propose and agree to furnish, after your acceptance of this proposal and the signing of a contract, the following new Apparatus and Equipment:

“One (1) Sourcewell PTCU (Pumper Tanker on Custom Chassis) and approved options per specifications submitted this date.”

PROPOSAL PRICE

The above offered is made for the sum of: **USD \$951,475.00** as a factory direct Wisconsin sale. ***NOTE: This price is per CustomFIRE's Sourcewell-MN Contract #113021-CSM contract pricing and includes co-op fees.***

POST CONTRACT CHARGES

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include chassis manufacturer, seat manufacturer, and powertrain (engine & transmission).

SALES TERMS

A Progress Payment in the amount of **\$358,970.00** is due upon shipment of the chassis to our factory in Osceola, Wisconsin. Balance of payment is due on day of delivery.

PROPOSAL VALIDITY

30-Days

COMPLETION SCHEDULE

Determined post prebuild, estimated at
200 working days after receipt of chassis

Respectfully Submitted,
CUSTOM FIRE APPARATUS, INC.

James M. Kirvida
President of the Corporation



Custom Fire Apparatus, Inc. ■ 509 68th Ave., Osceola, WI 54020-4044 ■ 715.294.2555 Fax 715.294.2168

www.customfire.com

MOTOR VEHICLE PURCHASE CONTRACT

SOURCEWELL CONTRACTED

THIS AGREEMENT, Made by and between CUSTOM FIRE APPARATUS, INC. of Osceola, Wisconsin, Party of the First Part, Sourcewell-MN Contract #113021-CSM and: The TWO HARBORS FIRE DEPARTMENT of Two Harbors, Minnesota, Party of the Second Part, ID#56165.

WITNESSETH, That CUSTOM FIRE APPARATUS, INC. Agrees to sell, upon the conditions which are below written, the apparatus and equipment herein before described, all of which are to be in accordance with the specifications and warranties submitted by CUSTOM FIRE APPARATUS, INC. and which are made a part of this agreement and Contract. As per Proposal Specifications submitted which includes;

“One (1) Sourcewell model PTCU along with approved published and non-published options.”

The BUYER agrees to purchase and pay for the aforesaid property delivered as aforesaid, sum of: **USD \$951,475.00** EXW the Osceola, Wisconsin factory. ***NOTE: This price includes program fees.***

Should any changes be required as mandated by NFPA, EPA, or other Federal, State or Local Governments, or changes due to part availability or vendor relationships, such changes shall be documented on a change order and purchaser shall be responsible for additional charges as applicable. These may include chassis manufacturer, seat manufacturer, and powertrain (engine & transmission).

TERMS OF PAYMENT: A Progress Payment in the amount of \$358,970.00.00 is due upon shipment of the chassis to our factory in Osceola, Wisconsin. Balance of payment is due on day of delivery.

GUARANTY: The BUYER hereby guarantees that the funds will be ready and available for transfer in the form of legal tender, a negotiable check or direct bank wire transfer on or prior to the day of delivery. And it is further mutually agreed that no misunderstanding, verbal or written, regarding equipment or otherwise, shall enjoin CUSTOM FIRE APPARATUS, INC. unless in this contract.

DELIVERY: Is to be made to; The TWO HARBORS FIRE DEPARTMENT PERSONNEL at the Osceola, Wisconsin factory within 200 Working Days or sooner following receipt of chassis and approval of this Contract duly executed, subject to all causes beyond our control, or as soon thereafter as is consistent with good workmanship and proper finishing.

LIABILITY: Physical damage to the truck or chassis will be the responsibility of CUSTOM FIRE APPARATUS, INC. on a primary basis, regardless of what other insurance is available, as long as the vehicle is in the care, custody and control of same. Any componentry furnished by the BUYER, including the truck chassis, will be insured for its purchase price, by and when in the possession of CUSTOM FIRE APPARATUS, INC. Upon delivery and acceptance of the apparatus at the factory in Osceola, Wisconsin, Party of the Second Part (BUYER) does agree to provide all insurance to



Custom Fire Apparatus, Inc. ■ 509 68th Ave., Osceola, WI 54020-4044 ■ 715.294.2555 Fax 715.294.2168

www.customfire.com

hold both parties harmless and free from any loss.

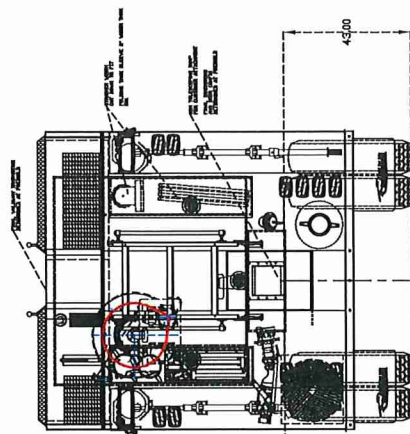
WITNESS our hands and official seal this DATE:_____.

CUSTOM FIRE APPARATUS, INC.
(Party of the First Part)

CITY OF TWO HARBORS/FIRE DEPARTMENT
(Party of the Second Part)

By: _____
JAMES M. KIRVIDA
PRESIDENT OF THE CORPORATION

By: _____



MAKE/MODEL:

9