

TWO HARBORS CITY COUNCIL

AGENDA

July 24, 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:

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. Approving minutes from the July 10, 2023, Regular City Council Meeting

2. Allowing Claims against the City of Two Harbors to be paid.
3. Approving payroll for the first half of July 2023.
4. Approve an internal transfer from the Campground Fund to the Street Improvement Fund in the amount of \$250,000.
5. Approve an internal transfer from the Golf Course to the Capital Equipment Fund in the amount of \$21,300.
6. Approve an internal transfer from the Liquor Store to the General Fund in the amount of \$2,959.
7. Approve an internal transfer from the Sales Tax Fund to the Debt Service fund in the amount of \$250,000.
8. Approve an internal transfer from the Sales Tax Fund to the Sewer Fund in the amount of \$300,000.
9. Approve the internal transfer from the Sales Tax Fund to the Water Fund in the amount of \$250,000.
10. Authorize the invoice to WSB for the material testing for the WWTP in the amount of \$850.00, total contract is \$22,695.
11. Accept proposal for gas main installation to install 2700 feet of 3" gas main to loop of the city's existing trunk main.
12. Accept Lake Superior Consultants proposal for \$15,090 for working model of the Natural Gas system flow model.
13. Accept the proposal from Bolton & Menk to provide engineering services for the Beacon Replacement Project at the Airport for \$48,000.
14. Accept the proposal from Bolton & Menk for \$3,600 to assist the Water Distribution Department in the development and migrating to the GIS platform. Grant has been applied for and this could be a reimbursed expense.
15. Approve proposal for the Painting of the exterior of the Community Center Building.
16. Approving the renewal of the following massage therapy licenses: Christina Fransen (Schroeder).
17. Approving Special event permit for A Day Out with Thomas.

18. Accepting the proposal of Situ Archeological Consulting for Phase 1a Background Literature Review and Phases I Archeological Survey for the Two Harbors Municipal Liquor Store, at an estimated cost of \$6,191.
19. Requesting that the Edna G. Commission make a recommendation to the Council regarding the location of the Veteran's Memorial at Van Hoven Park.
20. Referring to the Public Affairs Committee, the proposed renegotiation of terms for billboard agreements on property recently purchased by the City.
21. Accepting the proposed agreement between the City of Two Harbors and Friends of the Edna G.
22. Authorize volunteer work on the Sonju Trail with supervision provided by the Public Works Director or assistant.
23. Amending Resolution 6-220-23 to accept the proposal without the Airport Commission's approval on the Beacon Replacement.
24. Amending Resolution 7-234-23 to increase the total by \$2,000 to include the Sourcewell-MN co-op fees for a total of \$951,475.
25. Approve the request for Toni Maki to attend League of Minnesota Cities Clerks Academy 2023 Conference- September 7-8, 2023, in St. Paul, Minnesota. The cost of the conference is \$250.00, lodging, meals, and mileage reimbursement.

Communications:

1. Communication from Matthew Huddleston, County Administrator- The Lake County Board of Commissioners has started 2024 budget process.
2. Communication from Donna Gangstead, - Copy of letter sent to the North Shore Journal dated 7/17/23.

Unfinished Business:

New Business:

1. Consider the recommendation of the Utilities Committee regarding the request of John Leupke, Serene Quarters for the extension of water and sewer utilities to their project on East Stanley Road.
2. Consider the recommendation of the Public Affairs Committee regarding the tallying of write in votes.
3. Consider the recommendation of the Public Affairs Committee regarding interviews for board and commission membership.

Other.

Adjourn:

* * * * *

July 10, 2023

Regular meeting of the City Council of the City of Two Harbors, Minnesota, held on Monday, July 10, 2023, at 6:00 p.m.

The meeting was called to order by President Redden.

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

Members absent, Councilor: Glaser. 1.

Others present: Administrator, Nordean
City Attorney, Costley.

Motion by Hefter and Passe approving the agenda. Carried by a unanimous yeas vote of members present on roll call.

Appearances:

1. Natalie Zeleznikar, Representative 3B, House of Representatives. Representative Zeleznikar addressed the council providing a review of the recent legislative session. She noted the \$ 11 million in funding received for the Highway 61 project was possible due to the one-time funds available. She also discussed the waterfront property transfer from the DNR. In addition, she revealed items she intends to work on in the coming session. Administrator Nordean expressed appreciation for her work on behalf of the city indicating that these items will have a tremendous impact for years to come.
2. Erik A. Simonson, Senior Lobbyist, Flaherty & Hood Accomplishments of Coalition of Greater Minnesota Cities. Mr. Simonson addressed the council providing a review of the type of issues that CGMC works on. He discussed several items they addressed in the last legislative session and reviewed items that they will be following in the future. He discussed their accomplishments in local government aide, how it is calculated, environmental language, economic development, and transportation and housing.

Administrator Report: Administrator Nordean reports that interviews for the Building Maintenance Custodian in the Public Works Department were conducted. She also met with a business owner who is considering relocating business to Two Harbors. Met with staff on the Serene Quarters utility extension proposal. Met with the developer of the proposed Holiday Inn Express regarding Highway 61 access and vacation of the Eighth Avenue in the area adjacent to their parcel and utility extensions and right of ways. Attended a meeting regarding the proposed

extension of sanitary sewer to Silver Creek Township, which is now known as Stewart River Sanitary District. Met with Jay Belcastro from Lake Superior School District, regarding the proposed vacation of a portion of Fifth Avenue in the 700 Block. Visited with Lake County Administrator, Matt Huddleston, regarding the County's purchase of the former John A. Johnson School and the intended collaboration options for the site. The first meeting of the City Council Housing Committee was held.

Committee Reports:

Housing Committee- Councilor Erickson reports that the committee has a lot of work to do. The committee evaluated priorities and outlined goals and responsibilities, and discussed relationships between existing entities and looking at funding that is available.

Approving the Consent Agenda Items: Motion by Passe and Erickson that the following 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.

**RESOLUTION NO. 7-221-23 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 in the amount of \$252,195.93.
3. **RESOLUTION NO. 7-222-23 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. **RESOLUTION NO 7-223-23 AUTHORIZING GRANT AGREEMENT WITH THE DULUTH SUPERIOR AREA FOUNDATION FOR THE WILDFIRE PERSONAL PROTECTIVE EQUIPMENT FOR THE FIRE DEPARTMENT.**
5. **RESOLUTION NO 7-224-23 APPROVING THE LOCAL SALES TAX AGREEMENT BETWEEN THE MN DEPARTMENT OF REVENUE AND THE CITY OF TWO HARBORS.**

6. **RESOLUTION NO 7-225-23 APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN DAVE BERG CONSULTING, LLC AND THE CITY OF TWO HARBORS FOR THE UTILITY RATE STUDY. WITH CHANGES AS RECOMMENDED BY THE CITY ATTORNEY.**
7. **RESOLUTION NO 7-226-23 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. **RESOLUTION NO 7-227-23 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. **RESOLUTION NO 7-228-23 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. **RESOLUTION NO 7-229-23 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. **RESOLUTION NO 7-230-23 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. **RESOLUTION NO 7-231-23 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. **RESOLUTION NO 7-232-23 APPOINTING LANE CAVALLIN TO THE BUILDING MAINTENANCE CUSTODIAN POSITION PENDING PHYSICAL AND DRUG TESTING EXAM, WITH A START DATE OF JULY 24, 2023.**
14. **RESOLUTION NO 7-233-23 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.**

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

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.
3. A communication from Joe Rhein, Bolton & Menk, regarding an application for technical assistance for a lead service line inventory.

New Business:

1. Motion by Erickson and Conner **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.**
2. Motion by Conner and Passe **APPROVING THE PURCHASE OF SIX REBUILT 50KVA POLE MOUNT TRANSFORMERS FROM T & R ELECTRICAL AT THE COST OF \$14,298.**
3. Approving the Special Event Permit of Jule Hand, Wild Embers Events, for an outdoor music concert at Burlington Station and the Two Harbors Football Field from 9 AM until 10 PM on Friday, August 25, 2023, with certain conditions. Carried by the following vote: Yea- Kasell, Conner, Passe, Erickson, Redden 5. Nay-Hefter 1.

Adjourn:

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

Ben Redden, President, City Council

Patricia D. Nordean, City Administrator



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Street Improvement Fund	Date: 07/24/2023
Agenda Item Subject: Consider approving an internal transfer from the Campground Fund to the Street Improvement Fund in the amount of \$250,000 for costs of street improvement projects.	Fiscal Impact: Street Improvement Fund and Campground Fund	
BACKGROUND: This is a budgeted line item, however, it was recorded in the Campground Fund for a transfer out, but was missed for a transfer in to the Street Improvement Fund.		
COUNCIL ACTION REQUESTED: Approve an internal transfer from the Campground Fund to the Street Improvement Fund in the amount of \$250,000.		
RECOMMENDATION: Approve an internal transfer from the Campground Fund to the Street Improvement Fund in the amount of \$250,000.		
ATTACHMENTS:		

Agenda Item # CA # 4

Meeting Date 7/24/23



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

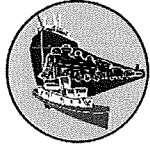
Originating Staff: Miranda Pietila	Department: Capital Equipment Fund	Date: 07/24/2023
Agenda Item Subject: Consider approving an internal transfer from the Golf Course to the Capital Equipment Fund in the amount of \$21,300 for equipment costs.	Fiscal Impact: Golf Course & Capital Equipment Fund	
BACKGROUND: This is a budgeted line item; however, it was recorded in the Capital Equipment Fund as transfer in, but was missed for a transfer out from the Golf Course.		
COUNCIL ACTION REQUESTED: Approve an internal transfer from the Golf Course to the Capital Equipment Fund in the amount of \$21,300		
RECOMMENDATION: Approve an internal transfer from the Golf Course to the Capital Equipment Fund in the amount of \$21,300		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Liquor Fund	Date: 07/24/2023
Agenda Item Subject: Consider approving an internal transfer from the Liquor Store to the General Fund in the amount of \$2,959 for Public Arts.	Fiscal Impact: Liquor Store & General Fund	
BACKGROUND: This is a budgeted line item; however, it was recorded in the General Fund as transfer in, but was missed for a transfer out from the Liquor Store.		
COUNCIL ACTION REQUESTED: Approve an internal transfer from the Liquor Store to the General Fund in the amount of \$2,959		
RECOMMENDATION: Approve an internal transfer from the Liquor Store to the General Fund in the amount of \$2,959		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Debt Service Fund	Date: 07/24/2023
Agenda Item Subject: Consider approving an internal transfer from the Sales Tax Fund to the Debt Service Fund in the amount of \$250,000 for debt service payments related to the Street Improvement Projects.	Fiscal Impact: Debt Service Fund & Sales Tax Fund	
BACKGROUND: This is a budgeted line item and is the intended use for the Sales Tax Fund to provide monies for Street Improvement Projects. The Sales Tax Fund is not adopted in our 2023 budget and is recommended for Council approval per the Government Accounting Standards Board (GASB)		
COUNCIL ACTION REQUESTED: Approve an internal transfer from the Sales Tax Fund to the Debt Service Fund in the amount of \$250,000.		
RECOMMENDATION: Approve an internal transfer from the Sales Tax Fund to the Debt Service Fund in the amount of \$250,000.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

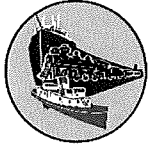
Originating Staff: Miranda Pietila	Department: Sewer Fund	Date: 07/24/2023
Agenda Item Subject: Consider approving an internal transfer from the Sales Tax Fund to the Sewer Fund in the amount of \$300,000 for assistance with debt service payments.	Fiscal Impact: Sewer Fund and Sales Tax Fund	
BACKGROUND: This is a budgeted line item and is the intended use for the Sales Tax Fund to provide monies for debt service payments which fund projects for Water & Sewer. The Sales Tax Fund is not adopted in our 2023 budget and is recommended for Council approval per the Government Accounting Standards Board (GASB)		
COUNCIL ACTION REQUESTED: Approve an internal transfer from the Sales Tax Fund to the Sewer Fund in the amount of \$300,000.		
RECOMMENDATION: Approve an internal transfer from the Sales Tax Fund to the Sewer Fund in the amount of \$300,000.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Water Fund	Date: 07/24/2023
Agenda Item Subject: Consider approving an internal transfer from the Sales Tax Fund to the Water Fund in the amount of \$250,000 for assistance with debt service payments.	Fiscal Impact: Water Fund and Sales Tax Fund	
BACKGROUND: This is a budgeted line item and is the intended use for the Sales Tax Fund to provide monies for debt service payments which fund projects for Water & Sewer. The Sales Tax Fund is not adopted in our 2023 budget and is recommended for Council approval per the Government Accounting Standards Board (GASB)		
COUNCIL ACTION REQUESTED: Approve an internal transfer from the Sales Tax Fund to the Water Fund in the amount of \$250,000.		
RECOMMENDATION: Approve an internal transfer from the Sales Tax Fund to the Water Fund in the amount of \$250,000.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Wastewater Plant	Date: 07/24/2023
Agenda Item Subject: Consider approving invoice to WSB for the material testing for the WWTP in the amount of \$850.00, total contract is \$22,695.	Fiscal Impact: State Appropriations, PSIG Grant, WIF Grant, Sewer & Electric Fund reserves with the remaining balance to be covered from a low interest rate PFA loan.	
BACKGROUND: The City has a contract with WSB for the WWTP project, this is for services provided May 1 st to May 31 st 2023. Total contract is \$22,695, remaining contract is \$1,412.50.		
COUNCIL ACTION REQUESTED: Approve invoice for \$850.00 to WSB.		
RECOMMENDATION: Approve invoice for \$850.00 to WSB.		
ATTACHMENTS: Invoice from WSB		

701 XENIA AVENUE S
SUITE 300
MINNEAPOLIS, MN
55416



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

June 30, 2023
Project/Invoice: R-019334-000 - 16
Reviewed by: Chad DeMenge
Project Manager: Chad DeMenge

Two Harbors Wastewater Treatment Facility Upgrades
Professional Services from May 1, 2023 to May 31, 2023

Phase CMT Construction Materials Testing
Concrete Field Testing

Unit Billing

CMT Engineering Technician II

5/16/2023	1.5 Hours @ 60.00	90.00	
5/17/2023	1.5 Hours @ 60.00	90.00	
5/23/2023	1.5 Hours @ 60.00	90.00	
5/25/2023	1.5 Hours @ 60.00	90.00	
Total Units		360.00	360.00
	Total this Task		\$360.00

Soils Field Testing

Unit Billing

CMT Engineering Technician II

5/2/2023	1.5 Hours @ 60.00	90.00	
5/2/2023	1.5 Hours @ 60.00	90.00	
5/4/2023	1.5 Hours @ 60.00	90.00	
Total Units		270.00	270.00
	Total this Task		\$270.00

Materials Lab Testing

Unit Billing

Compressive Strength - Cylinder

4/27/2023	23-0424	4.0 Cylinders @ 5.00	20.00	
5/4/2023	23-0556	4.0 Cylinders @ 5.00	20.00	
5/16/2023	23-0922	20.0 Cylinders @ 5.00	100.00	
5/17/2023	23-0926	4.0 Cylinders @ 5.00	20.00	
5/23/2023	23-1067	4.0 Cylinders @ 5.00	20.00	
5/25/2023	23-1135	8.0 Cylinders @ 5.00	40.00	
Total Units			220.00	220.00
	Total this Task			\$220.00
	Total this Phase			\$850.00

Project	R-019334-000	TWOH - Two Harbors Wastewater Treatment		Invoice	16
Billing Limits		Current	Prior	To-Date	
Total Billings		850.00	20,432.50	21,282.50	
Limit				22,695.00	
Remaining				1,412.50	
Total this Invoice					\$850.00

TWO HARBORS CITY COUNCIL



AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: *Gas main installation*

ORIGINATING SOURCE/DEPARTMENT: *Gas*

FUNDING SOURCE: *Gas*

BACKGROUND: *Install 2700 feet of 3" gas main to loop our existing trunk main line*

ESTIMATED DATE OF COMPLETION: **12/01/2023**

COMMITTEE/COMMISSION RECOMMENDATION:

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION: *Two quotes are: Gulbranson \$43,200 and ECI for \$60,255. I recommend Gulbranson Excavating to install for \$43,200*

Agenda Item # CA # 11 Meeting Date: 7/24/23



56035 State Hwy 56
West Concord, MN 55985
Phone: 507-969-9054
Fax: 507-969-9055

PROPOSAL

Job Code 234001178P
Job Description Two Harbors 3" HDD

Job City Two Harbors
Job State MN

Bid Date 14-Jul-2023

Proposal					
Line No.	Description	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description					
1	Install 3" HDPE Via HDD (8th St)	2,678.00	LF	\$22.50	\$60,255.00
GRAND TOTAL:					\$60,255.00

Proposal Certification

* This proposal is subject to mutually acceptable terms and conditions.

Includes:

- * Basic Traffic Control.
- * Labor and Equipment for installation of 3 inch PE Pipe Via HDD.
- * Spotting utilities (Gas, Electric and Communication)

Excludes:

- * Any bonding, licensing, or permits for project.
- * Disposal of contaminated soils.
- * Beyond basic traffic control.
- * Rock and or cobble to be negotiated.
- * Fusion of Pipe, Tie ins, Excavations for Tie In's to be done by others.
- * Pipe Material.
- * Soft and Hard Surface Restoration to be completed by others.

Submitted By: Andre Joyce

Signed: _____

Title: _____

Date: _____

GULBRANSON EXCAVATING CO.

4770 Differding Point
Eveleth MN 55734
(218) 741-5747 Fax (218) 741-5763

July 13, 2023

Directional Bore: City of Two Harbors (gas main)

The following is a price for labor and equipment for the directional bores in Two Harbors. This quote is based on an estimated footage of 2,700' pulling back one 3" gas duct with tracer wire. The City of Two Harbors will supply all materials for this project. The City of Two Harbors has agreed to help in removal/replace sidewalk panels in order to locate existing utilities. Gulbranson Excavating will not be responsible for damaged utilities that are unknown or improperly marked. This price **does not** include asphalt or concrete removal/replacement and concreting any areas that can't maintain minimum depth requirements. Gulbranson Excavating requires payment due within 30 days after job is completed.

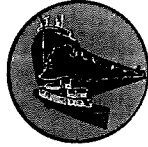
Labor and Equipment for project estimate 2,700'	\$43,200.00
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Please contact me if you have any questions.

Sincerely,

Shawn Gulbranson
General Manager

TWO HARBORS CITY COUNCIL



AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: *Natural Gas system flow model*

ORIGINATING SOURCE/DEPARTMENT: *Gas*

FUNDING SOURCE: *Gas – Professional services*

BACKGROUND: We are in the process of replacing the 10" steel main truck line. In 1960 that was designed for the railroad and power plant that are no longer on the system at that capacity so we need to create a working model of our existing gas system that can be used to help ensure the system can handle future projects and modifications. The project will be to create a working model that closely matches the current flows and demands across the system based on the data provided.

ESTIMATED DATE OF COMPLETION: 12/31/2023

COMMITTEE/COMMISSION RECOMMENDATION:

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION: *Accept Lake Superior Consultants proposal for \$15,090 for working model. This is under professional services as only one quote is needed.*

CA #12 7/24/23

Business Proposal

City of Two Harbors

Gas System Model

LSC Project # 76623600753
Submittal Date 6/23/2023





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EXECUTIVE SUMMARY

The City of Two Harbors is looking to create a working model of their existing gas system that can be used to help ensure the system can handle future projects and modifications. The project will be to create a working model that closely matches the current flows and demands across the system based on the data provided.

Lake Superior Consulting, LLC (LSC) has created several models of natural gas systems similar in size and scope to the Two Harbors gas system. Most recently we have used the GASWorkS modeling software to create a model for the City of Superior for use in analyzing several system modifications.

KEY MILESTONES

Milestone 1: Gas Model Review

TBD

Milestone 2: Gas Model Complete

TBD

*LSC provides this estimated schedule and will work with City of Two Harbors on an official project schedule upon award.

PROJECT COST

Description	Total
Staff Engineer	\$13,920
Sr Project Manager	\$1,170
Total	\$15,090

*This is our best estimate for the overall cost of the project on a time and materials basis.

TERMS AND CONDITIONS

This proposal, and in particular the pricing contained herein, is subject to the parties reaching mutually agreeable terms of a contract or purchase order.

EMPLOYMENT PRACTICES

Lake Superior Consulting is proud to be an Equal Employment Opportunity and Affirmative Action employer. We celebrate diversity and do not discriminate based on race, religion, color, national origin, sex, sexual orientation, age, veteran status, disability status, or any other applicable characteristics protected by law. We support an inclusive workplace where employees excel based on personal merit, qualifications, experience, ability, and job performance.

PROJECT CONTACT

Aaron Perrault

Director of Pipeline Engineering

218-349-4081

aperrault@lsconsulting.com

The complete project scope and costs are detailed in the following pages.

SCOPE

The City of Two Harbors needs a gas system model to help in understanding the impacts of future project and modifications on their system. The data needed to create the model is available through geographic information systems (GIS), system drawings, and customer usage data. This information will all be used to develop the model.

DELIVERABLES

The project deliverable LSC will create is a functioning model of the Two Harbors' Gas System which can be used to analyze replacement type projects. LSC will work closely with the City Engineer to ensure the deliverable meets their expectations and can always adjust and add new modeled scenarios as requested.

WORK PLAN

LSC will take the data provided by Two Harbors and create a gas system model. The model will include the pipelines as modeled from the GIS system as well as the flow and pressure data. A review of the model with the City Engineer will take place once the initial setup is complete to ensure its accuracy.

LSC would propose having touch base meetings every two weeks throughout the process with the intent to keep communication open and consistent between the groups.

ASSUMPTIONS AND EXCEPTIONS

ASSUMPTIONS

1. This cost estimate is for the scope of work as defined in this proposal. Scope changes or resource additions will be approved in writing by both the client and LSC and will be billed according to the approved rate sheet.

EXCEPTIONS

1. None.

SCHEDULE

LSC will work closely with Two Harbors to define a schedule for delivery of the gas system model. We do not have a target date as of today. After kickoff we anticipate the model creation taking approximately six weeks of time.

DETAILED COST ESTIMATE

Table 1: Statement of Fees

#	Description	Rate	Unit	Qty	Total
1	Staff Engineer	\$174.00	Hour	80	\$13,920.00
2	Senior Project Manager	\$195.00	Hour	6	\$1,170.00
				Total	\$15,090.00

SIGNATURE

This is our best estimate for the completion of the scope of work for the Gas System Model project. Thank you for taking the time to review this information. We are confident that we will provide the highest level of service at a competitive price. If there are any additional questions regarding this proposal, contact me or Aaron Perrault. We look forward to this exciting opportunity.



6/23/2023

Aaron Perrault

Director of Pipeline Engineering

Bus: 218-349-4081

Email: aperrault@lsconsulting.com

APPENDIX 1 – KEY COMPANY CONTACTS



**RYAN
Swor**

President
rswor@lsconsulting.com



**DAVID
Hokanson**

Vice President of Engineering
dhokanson@lsconsulting.com



**MICHAEL
Berg**

Vice President of Integrity
Management
mberg@lsconsulting.com



**MAYA
Mattke**

Controller
mmattke@lsconsulting.com



**ROBERT
Unzen**

Director of Human Resources
rutzen@lsconsulting.com



**JON
Hoven**

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**STEVE
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**LANCE
Caven**

Director of Technology and Security
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**ANN
Feitel**

Director of Marketing
afeitel@lsconsulting.com

◆ CONTACT US

Lake Superior Consulting, LLC

130 W. Superior Street, Suite 500, Duluth, MN 55802

info@lsconsulting.com

218.727.3141





**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Airport	Date: 07/24/2023
Agenda Item Subject: Consider approving the engineering services from B&M for the beacon replacement project	Fiscal Impact: 2023 Capital Equipment Fund budgeted item	
BACKGROUND: B&M has submitted a proposal to provide engineering services for a project to replace the beacon at the airport for \$48,000. The project is 90% federally funded, with 5% state match and 5% local match (\$2,400).		
COUNCIL ACTION REQUESTED: Accepting the proposal from Bolton & Menk to provide engineering services for the Beacon Replacement Project at the Airport for an amount of \$48,000.		
RECOMMENDATION: Accepting the proposal from Bolton & Menk to provide engineering services for the Beacon Replacement Project at the Airport for an amount of \$48,000.		
ATTACHMENTS: Proposal		

Agenda Item # CA#13

Meeting Date 7/24/23



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

June 21, 2023

Ms. Patricia Nordean
City Administrator
City of Two Harbors
522 First Avenue
Two Harbors, MN 55616

RE: Two Harbors Municipal Airport – Helgeson Field (TWM)
Beacon Replacement
BMI Work Order No.1
Proposal for Professional Services

Dear Ms. Nordean,

Bolton & Menk is pleased to submit our proposal for Professional Services for the Beacon Replacement project at the Two Harbors Municipal Airport – Helgeson Field. This will be Work Order No.1 to the Professional Services Contract between the City and Bolton & Menk with an effective date of May 23, 2023.

Our understanding of the project is the city desires to replace the existing beacon and tower with an LED version mounted on a tip down pole. The existing beacon is beyond its useful life and is experiencing significant issues requiring a high level of maintenance and lamp replacements. The new beacon is anticipated to remain near the current location with new conduit and circuitry installed from the airfield electrical vault.

This proposal will include design, bid, and construction administration services.

SCOPE OF SERVICES:

TASK 1 DESIGN & BID ADMINISTRATION:

1.1 Project Scoping

Consultant shall confer with the Sponsor on, and ascertain, project requirements, finances, schedules, and other pertinent matters affecting the project and shall arrive at a mutual understanding of such matters with the Sponsor.

Consultant shall coordinate with the Sponsor, FAA, MnDOT, and other applicable agencies to complete the work elements in Task 1.

1.2 Project Meetings

Up to three (3) meetings with the city, FAA, and MnDOT are included. It is anticipated that these meetings will include appropriate city, FAA, and MnDOT personnel and be conducted virtually. Meetings will be scheduled as necessary for work items included in Task 1.

1.3 Environmental Documentation

Consultant will complete a Categorical Exclusion (CATEX) document for the project. Consultant will conduct a site visit and contact various local, state, and federal agencies which may have jurisdiction in the proposed development. The format for this document will follow the procedures set forth in Federal Aviation Administration (FAA) Order 5050B. Copies of the final document will be distributed to the FAA for review and finding. If there are any impacts which require extensive research, the additional work shall be done under a separate Task Order.

1.4 Topographical Survey

Consultant shall establish survey control for the design survey utilizing existing established control points adjacent to the airport. Lake County coordinates shall be utilized for the survey. Survey work will include all utilities, pavement center, edges, and intermediate shots, ground shots, lights, signs, drainage structures, and buildings. It is anticipated survey field work will require one trip to the airport. Consultant shall convert the survey data in CAD format for use in design. This will require one field visit by the survey crew.

1.5 Engineer's Design Report (EDR)

Consultant shall prepare the Engineer's Design Report in accordance with FAA guidance. An initial draft of the EDR will be completed and submitted to FAA for review. Comments provided by the FAA will be addressed and resubmitted as the final EDR. The EDR will include the scope of the project, site photographs, construction safety overview, environmental considerations, permitting, electrical design details, DBE participation, project schedule, engineer's estimate, and project funding with summary of funding sources.

1.6 Construction Safety and Phasing Plan (CSPP)

Consultant will complete FAA Form 7460-1 and the Construction Safety and Phasing Plan (CSPP), through FAA's Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) website portal. The 7460 form and CSPP will be prepared according to current FAA Guidelines.

1.7 Prepare Preliminary Plans, Specifications, and Cost Estimate

Consultant will prepare preliminary plans. The plan sheets will be limited to those sheets necessary to carry-out the construction of the proposed project.

Consultant will assemble the technical specifications necessary for the intended work. Standard FAA specifications will be utilized where possible. Additional specifications will be prepared to address work items or materials that are not covered by FAA specifications. Consultant will assemble preliminary contract documents including instruction to bidders, proposal, equal opportunity clauses, construction clauses, construction contract agreement, performance bond, payment bond, bid bond, State Requirements, Federal Requirements, bid schedule, wage rates, and general provisions.

Consultant shall prepare preliminary construction cost estimate.

1.8 Final Plans, Specifications, and Cost Estimate

Consultant shall submit 90% plans, specifications, and cost estimate to the Sponsor for review. One (1) virtual design review meeting will be held to review the bidding documents and discuss Sponsor comments.

A final set of plans, specifications, and cost estimate will be prepared which incorporates revisions, modifications, and corrections determined during the Sponsors review.

1.9 FAA Final Plans and Specifications Review

Per FAA policy, Consultant shall submit the final draft plans and specifications to FAA for review. Consultant will review and address all FAA comments on the plans and specifications for preparation of the final bidding documents.

1.10 Prepare Final Bidding Documents

Consultant shall prepare, reproduce, and distribute 10 sets of bidding documents for the project. In addition, electronic copies of the bid documents will be made available for download through the Quest Construction Document Network website (QuestCDN). The Consultant shall keep a current list of plan holders and distribute this to interested parties upon request. This task also includes coordination required to facilitate these requests.

Required advertisement dates, and bidding dates will be established. Consultant will submit a copy to the Sponsor for distribution to local and selected publications of the project. The Sponsor shall pay for the associated cost of advertising.

1.11 Pre-Bid and Bid Opening

No pre-bid meeting will be scheduled for this project.

Consultant shall attend the virtual bid opening and process the bidding proposals.

1.12 Bid Assistance, Review, and Award

During the bidding process, Consultant will be available to clarify bidding questions with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required. Addenda will be made available to the plan holders through Quest CDN. Any addenda that are generated as a sole result of the Sponsors error or omission will be considered as extra services and Consultant shall be reimbursed for this effort as an amendment to this contract.

Consultant shall advise the Sponsor as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. Consultant will then provide recommendations to the Sponsor as to the name of the apparent low bidder.

Consultant will prepare a recommendation of award for the Sponsor to accept or reject the bids submitted. If rejection is recommended, Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made, Consultant will distribute the bid tabulations on request of the Sponsor.

1.13 Prepare Grant Application

Consultant shall prepare the Federal Grant Application after project design has been completed and the bids accepted. Consultant shall submit the Application to the Sponsor for approval and signatures. After obtaining the necessary signatures, Consultant will forward copies to the FAA for further processing.

TASK 2 CONSTRUCTION ADMINISTRATION:

2.1 Pre-Construction Meeting

Consultant will arrange for and conduct the pre-construction meeting. The Project Manager and the Resident Project Representative will establish this meeting to review Local, State, Federal Aviation Administration (FAA) and project specific requirements prior to commencing construction. The meeting will be conducted at the Airport and will include the Sponsor/Owner, MnDOT Aeronautics (if available), Subconsultants, FAA DMA-ADO (if available), Contractor, Subcontractors and utility companies.

2.2 Initial Construction Layout

Consultant shall layout proposed construction for the Contractor. This shall require one trip to the airport by the Resident Project Representative.

2.3 Prepare Contract Manuals

The Consultant is required to check that the construction contracts are in order, verify Contractor has met DBE goals (or made valid good faith effort), Contractor has provided proof of insurance, the bonds have been completed, and the Owner, Contractor and applicable Agencies has been provided with adequate copies of the executed Contract Manual to include the Agreement and all addenda.

The Plans will be updated to include all addenda items issued during bidding as necessary and adequate copies provided to the Contractor. Clerical will prepare the quantity sheets, field book, testing sheets, construction report format, etc. for use by the RPR.

2.4 Construction Management

The Consultant and Sponsor agree that construction engineering services furnished shall be to the extent necessary to determine compliance with plans and specifications, including necessary general supervision of Resident Project Representative Services authorized by the Sponsor. Services shall include interpretation of the plans and specifications, review of pay applications, explanation of bidding documents to contractor, review of field/change orders, and monitoring of certified payroll reports.

2.5 Resident Project Representative Services

The Sponsor as part of this agreement authorizes Resident Engineering Services and the

Consultant agrees to provide a Resident Project Representative in the execution of the Construction Engineering Services for the project work. The Sponsor and Consultant agree that the Consultant may employ the Resident Project Representative on other work during periods of temporary job shutdown when such services are not required by this project. Normally, the Resident Project Representative will give intermittent part-time service on this project when construction is in progress to include temporary interruptions due to weather or mechanical failure.

For this Project **Part-Time Resident Project Representative** services will be provided. It is anticipated the Project will be completed within **10 Working Days**. This will involve four (4) trips by the RPR and one (1) by the electrical engineer.

Resident Project Representative Services shall be completed in accordance with the following:

- Coordinate with Contractor regarding schedule, work progress, quality of work, and notify contractor of equipment and methods which do not comply with the Contract requirements. The Resident Project Representative shall notify the Sponsor in the event that the Contractor elects to continue the use of questioned equipment and methods.
- Maintain daily records of the Contractor's progress and activities during the course of construction, to include progress of all work. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the Contractor, weather, equipment use, labor requirements, safety problems, and changes required.
- Evaluate and discuss potential Field Orders and Change Orders with the Contractor as necessary.
- Evaluate possible material substitutions as requested by the Contractor.
- Prepare, process and distribute to Project Engineer weekly Construction Progress and Inspection Reports (FAA Form 5370-1).
- Measure and compute as-built quantities of all materials incorporated in the work and items of work completed and maintain an item record account.
- Prepare periodic Pay Requests for review by the Project Engineer and Contractor.
- Monitor the contractor's compliance with airport operations to include coordination with airport manager, hangar owners and airport users and with the Construction Safety Phasing Plan (CSPP).
- Attend and participate in construction progress meetings.

- Perform other services as reasonably required by the Sponsor and as outlined in the Contract Documents.

2.6 Final Inspection and Documentation

The Consultant will schedule and conduct a final inspection with the Sponsor, Contractor, State and FAA representatives to determine whether the project has reached substantial completion and the work is in accordance with the plans and specifications. The Consultant will document items found to be deficient.

The Consultant will prepare a punch list correspondence including the deficient items and will forward this correspondence to the Contractor requiring correction of the items and request a schedule for completion. The Consultant will send a copy to the Sponsor and include a copy in the Grant Closeout Report.

Once all the punch list items have been completed to the satisfaction of the Sponsor, State and FAA, the Consultant will prepare a Certification of Construction Acceptance for the project. This certification will also be included in the Grant Closeout Report. Assemble documentation for the project closeout report once the project is complete. This will include gathering all construction documentation, supplemental agreements (if applicable), weekly reports, pay requests, testing result summaries, final certification documentation, and change orders in preparation for closeout.

2.7 As-Built Plans

Consultant will collaboratively assemble a set of as-built plans for the project. The as-built plans will include field constructed conditions included as part of this Project including any field surveying required to compute final quantities and the drawings will become record information. The Consultant shall provide Owner with two (2) sets of reproducible "Record Drawings" in both digital and hardcopy format.

2.8 Project Closeout

Consultant shall prepare the FAA Project Financial Closeout Forms and Report and submit to the Sponsor for submittal at the conclusion of the project.

Name: TWM Beacon Replacement Project
Date: June 21, 2023
Page 7 of 7

CONSIDERATION:

The services described above in this proposal shall be completed on a **LUMP SUM** basis of **\$48,000**.

The anticipated funding participation is as follows:

- Federal (90%): \$ 43,200.00
- State (5%): \$ 2,400.00
- Local (5%): \$ 2,400.00

SCHEDULE:

We anticipate the work can be performed according to the following schedule.

- Design: July – August 2023
- Bid Letting: September 2023
- Construction: October 2023 (contingent upon material availability)
- Project Closeout: July 2024

Bolton & Menk, Inc. puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. If you find this proposal acceptable, please return a signed and dated copy our proposal.

Sincerely,

Bolton & Menk, Inc.



Silas Parmar, P.E.
Aviation Project Manager

Authorization and acceptance of this letter proposal.

City of Two Harbors, Minnesota

Mr. Lew Connor - Mayor

Date

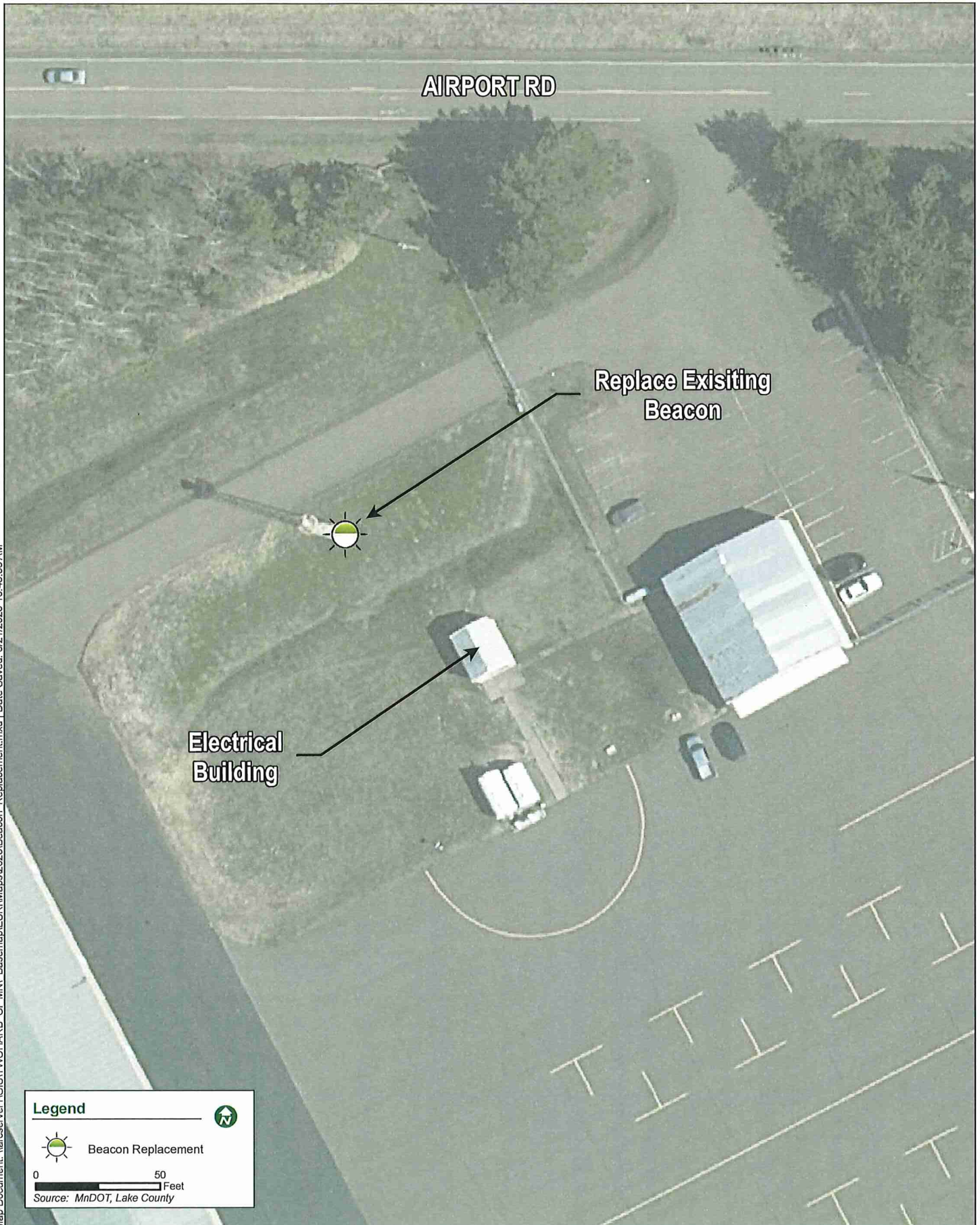
Ms. Patricia Nordean - City Administrator

Date



PROJECT FEE ESTIMATE

CLIENT:	City of Two Harbors, MN					DATE:		6/21/2023
PROJECT:	Two Harbors Municipal Airport - Helgeson Field (TMM) - Beacon Replacement Project					PREPARED BY:		SP
Task	Task Description	Estimated Person Hours Required						Totals
		Sr. Eng.	Grad. Eng.	Eng. Tech.	Surveyor	Env. Planner	Admin.	
1	Design & Bid Administration							
1.1	Project Scoping	2	2	0	0	0	0	4
1.2	Project Meetings	4	4	0	0	0	0	8
1.3	Environmental Documentation	1	4	4	0	8	0	17
1.4	Topographical Survey	0	0	0	8	0	0	8
1.5	Engineer's Design Report	2	8	4	0	2	0	16
1.6	Construction Safety and Phasing Plan (CSPP)	1	8	8	0	0	0	17
1.7	Prepare Prelim. Plans, Specs., and Cost Est.	4	16	24	0	0	8	52
1.8	Prepare Final Plans, Specs., and Cost Est.	2	8	16	0	0	4	30
1.9	FAA Final Plans and Specs. Review	1	4	8	0	0	2	15
1.10	Prepare Final Bidding Documents	0	0	0	0	0	2	2
1.11	Pre-Bid and Bid Opening	2	0	0	0	0	2	4
1.12	Bid Assistance, Review, and Award	4	8	0	0	0	4	16
1.13	Prepare Grant Application	2	4	0	0	0	4	10
Total Person Hours		25	66	64	8	10	26	199
Direct Labor Rate		\$55.00	\$30.00	\$25.00	\$40.00	\$35.00	\$25.00	
Total Direct Labor Cost		\$1,375.00	\$1,980.00	\$1,600.00	\$320.00	\$350.00	\$650.00	\$6,275.00
Overhead Rate 2.257		\$3,103.38	\$4,468.86	\$3,611.20	\$722.24	\$789.95	\$1,467.05	\$14,162.68
Subtotal Labor Cost								\$20,437.68
Direct Expenses								
		Geotechnical Investigation - AET						\$4,000.00
		Electrical Engineering - Barr						\$6,000.00
Total Expenses								\$4,000.00
Fixed Fee 15% x Subtotal Labor Cost								\$3,065.65
Total Task 1								\$27,504.00
Task	Task Description	Estimated Person Hours Required						Totals
		Sr. Eng.	Grad. Eng.	Eng. Tech.	Surveyor	Env. Planner	Admin.	
2	Construction Administration							
2.1	Pre-Construction Meeting	8	8	0	0	0	0	16
2.2	Initial Construction Layout	0	0	0	8	0	0	8
2.3	Prepare Contract Manual	0	0	0	0	0	4	4
2.4	Construction Management	8	16	4	0	0	8	36
2.5	Resident Project Representative Service							0
Number of Days		0	4	0	0	0	0	
Hours Per Day		10	10	10	10	10	10	
Total Hours		0	40	0	0	0	0	
2.6	Final Inspection and Documentation	1	4	0	0	0	0	5
2.7	As-Built Plans	1	2	4	0	0	0	7
2.8	Project Closeout	1	8	4	0	0	4	17
Total Person Hours		19	78	12	8	0	16	133
Direct Labor Rate		\$55.00	\$30.00	\$25.00	\$40.00	\$35.00	\$25.00	
Total Direct Labor Cost		\$1,045.00	\$2,340.00	\$300.00	\$320.00	\$0.00	\$400.00	\$4,405.00
Overhead Rate 2.257		\$2,358.57	\$5,281.38	\$677.10	\$722.24	\$0.00	\$902.80	\$9,942.09
Subtotal Labor Cost								\$14,347.09
Direct Expenses								
		Electrical Engineering - Barr						\$4,000.00
Total Expenses								\$4,000.00
Fixed Fee 15% x Subtotal Labor Cost								\$2,152.06
Total Task 2								\$20,500.00
Total Project Fee								\$48,004.00



TWO HARBORS CITY COUNCIL



AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: *MN Dept of Health, Lead-Copper service inventory*

ORIGINATING SOURCE/DEPARTMENT: *Water*

FUNDING SOURCE: *Water*

BACKGROUND: All Public Water Systems must complete and submit to the state a lead service line inventory by October 16, 2024. The Lead and Copper Rule Revisions require public water systems to identify the service line materials of all service connections in their distribution system regardless of ownership status. The rule determines the minimum information required to be needed in your lead service line (LSL) inventory, how to communicate about your system inventory, and how often to update the inventory. It may be more useful to the system while conducting their inventory to gather additional or more detailed information than required.

ESTIMATED DATE OF COMPLETION: 10/01/2024

COMMITTEE/COMMISSION RECOMMENDATION:

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION: *Accept the proposal from Bolton-Menk for \$3600 to assist the Water Distribution department in developing and migrating to our GIS platform. We have applied for a grant and this could be a reimburse expense.*

CA #14 7/24/23



**BOLTON
& MENK**

Real People. Real Solutions.

4960 Miller Trunk Highway
Suite 550
Duluth, MN 55811

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

July 6, 2023

Paul Johnson
Utilities Superintendent
503 20th Ave
Two Harbors, MN 55616

RE: GIS Deployment for Lead Service Line Management
City of Two Harbors, MN

Dear Mr. Johnson,

Per your request, Bolton & Menk is pleased to submit the following proposal for assisting the city deploy the Lead Service Line Inventory Solution. We appreciate the time city staff took on June 30th to discuss the needs and options with us. Our proposal outlines the tasks necessary to complete the initial setup of the Lead Service Line Inventory Solution. We look forward to helping the city migrate towards a GIS platform for managing geospatial data.

Task 1 – ArcGIS Online – Lead Service Line Solution Deployment

Bolton & Menk GIS staff will assist City staff with developing the lead service line inventory on the City's ArcGIS Online organization. Once the deployment is complete, Bolton & Menk GIS staff will assist City staff with integrating the best available data into the lead service line inventory data schema. Most often, our GIS team will begin with using parcel centroids for the inventory location. The Two Harbors deployment will include an application specific for editing data found during record research and a dashboard which includes a data export option. Bolton & Menk will provide training to Two Harbors city staff on operation. All record review, data entry and inventory related tasks will be completed by Two Harbors city staff.

Estimated Project Cost

Compensation for this project is based on our current hourly rates. Any additional professional GIS support requested by the City of Two Harbors and outside the scope of this proposal will be performed at our regular hourly fee schedule.

Task 1 – ArcGIS Online – Lead Service Line Solution Deployment	\$3,600.00
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Total Cost	\$3,600.00
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MDH Funding Information

Minnesota Department of Health funding applications are now available for consultant provided activities leading to the completion of Lead Service Line inventories. Any awarded grants may cover eligible consultant fees as part of this proposal. Any costs incurred prior to receipt of an awarded grant are not eligible for grant funding. If the city wishes to fund this project with MDH grant funds, the

Name: Mr. Paul Johnson

Date: July 6, 2023

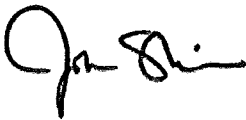
Page: 2

schedule for initiation and implementation of the work in this proposal cannot begin until after the grant has been received. Please contact Joseph Rhein for any assistance in completing the application.

We appreciate the opportunity to provide you with this proposal for services. We expect that this project will require up to 4 weeks for full completion. If you have any questions or comments regarding this proposal, please feel free to call me at 507-381-8094.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in black ink, appearing to read "John D. Shain".

John D. Shain, GISP
GIS Project Manager

Paul Johnson

From: John Shain <John.Shain@bolton-menk.com>
Sent: Thursday, July 6, 2023 12:54 PM
To: Paul Johnson
Cc: Joseph Rhein
Subject: Lead Service Line GIS Solution
Attachments: TwoHarbors_AGOLLeadServiceLine_Proposal.pdf

Hi Paul,

Thank you for requesting the attached proposal related to deployment of the Esri Lead Service Line Solution. As discussed, this tool will help organize the Two Harbors inventory and give you the ability to export data in a format in which MDH will support. I did mention in the proposal some funding considerations if that is the route the city is considering.

Please let Joe or I know if you have any questions. Talk to you later this afternoon.

Thanks,

John Shain GISP
GIS Work Group Leader
Bolton & Menk, Inc.
Mobile: 507-381-8094
Bolton-Menk.com

TWO HARBORS CITY COUNCIL



AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: Community Center Exterior Painting

ORIGINATING SOURCE/DEPARTMENT: Public Works

FUNDING SOURCE: CIP

BACKGROUND: We are looking to have the exterior of the Community Center painted to give the building a face lift. I have received 2 Quotes: Calco Painting for \$16923.00 & Bradley Smith Painting for \$14500.00 per Text message

ESTIMATED DATE OF COMPLETION: Fall of 2023

COMMITTEE/COMMISSION RECOMMENDATION: Click here to enter text.

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

Agenda Item # CA#15 Meeting Date: 7/24/23

Calco
5904 McQuade Rd
Duluth, MN 55804 US



Estimate

ADDRESS

Jim Gilbert
417 South Ave.
Two Harbors, MN 55616

ESTIMATE # 2447

DATE 06/13/2023

P.O. NUMBER

JG061323CR

DATE	DESCRIPTION	AMOUNT
	Exterior of building at 417 South Ave. Two Harbors MN 55616: The trim at the top of the wall and the exterior of the 4 doors including the side panel beside the East door will get painted black. The metal siding on this building will get painted charcoal grey. We will apply 2 coats of exterior Sherwin Williams Emerald satin paint (or paint of equal quality) on these areas. Material and labor included in your investment.	16,923.00

Upon acceptance of approval, please sign, date, and send in down payment. Payment will be made as follows: 25% down and 75% upon completion of work

TOTAL

\$16,923.00

Accepted By

Accepted Date

BRADLEY SMITH
Painting
525-~~245~~ 2458

\$14500.00

VIA TEXT

8) 525-2137 | calvin@calcomn.com

www.calcomn.com

BRADLEY SMITH PAINTING

INVOICE

1934 Jean Duluth Rd. 55804 --- (218)525-2458

CELL (218) 590-4049

TO: TWO HABORS COMUNITY CENTER

JOB SITE: SAME

EMAIL:

WORK to be DONE :

-PAINT EXTERIOR OF CENTER

-

LABOR:

MATERIALS:

TOTAL: \$14,750

CITY OF TWO HARBORS

 APPLICATION FOR LICENSE FOR MASSAGE, SAUNA, TAT
 OR SIMILAR ADULT ORIENTED SERVICES
 WHICH OPERATE UNDER DIFFERENT NAMES

 TRAN: 129.0000 MASSAGE LICENSE
 620 1ST AVE CHRISTINA FRANSE
 OTHER LICENSES AND 20

 TENDERED: 20.00 CHECK
 APPLIED: 20.00-
 CHANGE: 0.00

- 1) Name and address of applicant(s):

Christina Fransen (Schroeder)
5950 Alseth Rd Duluth Mn 55804

- 2) Is(are) the applicant(s) 18 years of age or older?

Yes X No

- 3) Address of property to be used:

620 1st Ave Two Harbors Mn 55646

- 4) Legal description of property to be used:

Store front

- 5) Term of license:

One year

(Example: 6 months, 3 days — one year maximum)

- 6) Beginning date:
- 7/30/23

Ending date: 7/30/24

- 7) List two persons who are residents of Lake County, who may be called upon to attest to applicant's, managers or operator's character; state relationship of character references to applicant.

<u>Lisa Singleton</u>	<u>218 830 1003</u>	<u>friend</u>
Name	Address	Telephone No. Relationship
<u>Shirley Bott</u>	<u>218 590 4013</u>	<u>friend</u>
Name	Address	Telephone No. Relationship

- 8) State whether the applicant, manager or operator has ever been convicted of a crime or offense and, if so, complete and accurate information as to the time, place and nature of such crime or offense, including the disposition thereof.

CA# 110 11



City of Two Harbors
522 1st Avenue
Two Harbors, MN 55616
218-834-5631

Special Events Permit Checklist

Please use the following as a guide to make sure your permit is complete. NOTE: This permit, along with insurance information and fees, must be returned to the City of Two Harbors a minimum of 30 calendar days prior to the event date. For large scale events involving 1,000 participants or more, application should be made 90-120 in advance of event. If shelter rental, city services or the like are required for the event, payment is due and payable prior to the event.

Applicant Checklist	
<input type="checkbox"/>	1. City of Two Harbors Special Event Permit Application (For detailed information, review regulations and guidelines prior to completing the application. Incomplete applications and/or applications not submitted within timelines will not be processed.) \$50.00 event fee. In addition, fees for other City services are required at the time of approval.
<input type="checkbox"/>	2. Certificate of Liability Insurance & Liquor Liability Insurance A Certificate of Liability Insurance is required by the City for every event and MUST list the event and date and have the City listed as Additional Insured (not just certificate holder). To be furnished at least two weeks prior to the event. Liquor Liability Insurance required if alcohol is served. Guidelines for insurance coverage will be come from MN State requirements, City reserves the right to require additional insurance beyond state requirements.
<input type="checkbox"/>	3. Event Maps (Required for all applications) A Site Map should show the relative location of all sources of amplified sounds; tents/canopies with sizes, stages, promotional vehicles, inflatables, restrooms, refuse containers, fencing, barricades, and other structures; locations of alcohol, food and merchandise service/sale; and proposed street closures. All site maps are subject to approval. Route Map (Parades, Runs, Walks, Bike Rides) all activities in which participants will be following a course are required to attach a Route Map and a written document of the proposed event route. All proposed route maps are subject to approval.
<input type="checkbox"/>	4. Street Closure or Use of Public Right-of-Way Street Closure Consent/Objection forms with 75% in favor of event will need to be submitted prior to final approval but are not required until the event has been initially approved.

Information that may Apply to Your <u>Event</u>
Licenses: (As applicable, e.g., permit for alcohol, etc.)
Fireworks permit: If you plan to have fireworks at your event, you must contact the Fire Chief at least 30 days prior to your event to apply for a permit.
Food services: If your event is open to the public, contact Lake County Health Department at 218-834-8400 for more information.
Services from the City of Two Harbors: Must be determined in advance and are to be applied to the cost with the permit.
A SPECIAL EVENT PERMIT IS NOT VALID (MEANING YOU MAY NOT HAVE YOUR EVENT WITHOUT ALL THE NECESSARY APPROVAL SIGNATURES AND AN ACCURATE CERTIFICATE OF INSURANCE.
Return completed permit with payment to: City of Two Harbors 522 1st Avenue Two Harbors, MN 55616 Questions? 218-834-5631

CA # 17 7/24/23



City of Two Harbors Special Event Permit Application

For Office Use:

Date of Submission: _____

Amount Paid: \$ _____

☐ Approved

☐ Denied

Event Information

Name of Event: A Day Out With Thomas

Type of Event (festival, parade, athletic, etc.): Children's Festival

Event Location: South Avenue from 6th street to 5th street toward water one block.

Event Setup Date: July 28- August 3

Start Time: 7:00 am

End Time: 7:00 pm

Actual Event Date(s) Aug 4-6, 7 and 11-13

Start Time: 8:00 am

End Time: 5:30 pm

Event Cleanup Date: August 14-15

Start Time: 8:00 am

End Time: 5:00

Estimated Attendance: 8,000-11,000

Open to the Public:

Yes with ticket for entry

Brief Description of Event: Thomas the Tank Engine comes for two weekends each year to give rides to his friends. In addition to riding with his friends, there are activities for the kids including, but not limited to, bounce houses, inflatable slides, mini trains, temporary tattoos, coloring, bubbles, concessions and a pop up Thomas store.

Applicant Information

Primary Contact Person: Kelly Cochrane - North Shore Scenic Railroad

Address: 506 W Michigan Street

City: Duluth

State: MN

Zip: 55802

Phone: 612.743.2727

Email: klc@kcc-llc.com

Secondary Contact Person: Ken Buehler

Address: 506 West Michigan Street

City: Duluth

State: MN

Zip: 55802

Phone: 218.733.7590

Email: kenbuehler@lsrm.org

Event Features

Will food or alcohol be served?

Food ☒ Yes ☐ No

NOTE: Additional permits may be necessary.

Alcohol ☐ Yes ☒ No

Food: If your event is open to the public and you are serving food you must obtain a food and beverage license from Lake County Health and Human Services and provide a copy to the City of Two Harbors prior to your event. To obtain a food permit, contact Lake County Health and Human Services at 218-834-8400.

The Minnesota Department of Agriculture regulates some categories of food, such as Cotton Candy, Popcorn, Caramel Corn, Caramel Apples, Candy Manufacturing, Bakery Manufacturing, Fruit Concessions, Ice Cream Bars (wrapped), Sno Cones, Retail Food Sales (prepackaged meats, fruit, etc.), and Cottage Food Industries (persons making non potentially hazardous food at home and selling at farmer's markets, bakes sales, craft fairs and the like). If you have questions

about those items or whether or not you need a permit or license, please contact the MN Department of Agriculture at 1-800-967-2474.

Alcohol: Catered event; licensee holding caterer's permit to provide food and liquor. Under caterer's permit, the caterer is responsible for ID/wristband, security and ensuring there is no second party transfer.

Indicate caterer being used: _____

Temporary 3.2 Percent Malt Liquor and Temporary Intoxicating Liquor Licenses; only issued to charitable, religious or nonprofit organizations in existence for at least three (3) years for events not to exceed four (4) consecutive days. **Application needs to be submitted with fee and requires City Council approval and Alcohol and Gambling Enforcement Division Approval.** Must be submitted to the state 45-days prior to the event.

Tents and Canopies:

☒ Yes ☐ No

If yes, they must be clearly identified on the Site Map, including the location and size and dimensions. The event organizer is liable for any damage caused to property/facility and must obtain approval prior to installation. In locations where staking of tents or canopies is prohibited, the use of weights for stabilization is subject to approval.

Food concessions/vendors are required to obtain a valid Public Market Stand Permit from the City of Two Harbors and are required to be licensed by the State of Minnesota.

Event Logistics

Refuse (Garbage & Recycling) and Public Restrooms:

Refuse: Event applicants/organizers must arrange for trash and recycling services. The number of garbage containers shall equal the number of recycling containers. Containers shall be placed next to one another throughout the event venue.

Please indicate how many will be provided: 20 each plus 4 dumpsters (2 recycle, 2 trash) _____

Company/description(s): Maher Trucking and Trash _____

Street, boulevard and adjacent property must be left clean. The applicant shall dispose of debris from the event. If the Street Department determines cleanup is inadequate, the cost for Public Works to cleanup will be charged to the applicant. Cleanup shall be completed within three (3) hours of the end of the event.

Public Restrooms: (required for events >100, or where beer is sold/distributed)

Number of restrooms provided: 12_ _

Number of sinks provided: 8_ _

Number of handicap accessible toilets: 4_

Street Closures or use of Public Right-of-Way and No Parking

Are you requesting to close a ☒ Street ☐ Sidewalk ☐ Parking Lane ☐ Other _____

Applicant shall notify affected property owners 14 days prior to the closure. If businesses are affected applicant shall submit to the city the Consent/Objection Forms with 75% in favor of the event (form found at the end of this application). Information will be gathered and concerns evaluated prior to approval of any closure. Applicant must maintain a 20 feet clear fire lane. At no point is the street to be blocked with vehicles inside the fire lane area.

Applicant is to make arrangements with the Public Works Department for the purpose of No Parking signs.

Electrical Usage/Hookups

Electrical hookups: \$50 per day. Fees must be paid prior to electrical hookups.

Description of booth i.e. tent, trailer, tables:

We intend to bring a generator in for the duration of the event.

Date(s) requested for electrical hookups:

August 31-16

Electricity is in limited areas and issued on a first come, first served basis. Please check with the City Electrical Department to verify power locations. Vendor is responsible for compliance with all state electrical codes beyond the point of connection.

Water Usage/Hookups

Water hookups: \$50 base fee in addition to the current rates for residential outside of city.

Description of water usage:

Bubble fountains, water for concessions (to be filtered)

Date(s) requested for water hookups:

July 31- Aug 16

Water is in limited areas and issued on a first come, first served basis. Please check with the Gas, Water, Sewer Department to verify water locations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 332 West Superior Street Duluth MN 55802	CONTACT NAME: April Peterson PHONE (A/C, No, Ext): E-MAIL ADDRESS: April.Peterson01@MarshMMA.com	FAX (A/C, No):
INSURED Duluth & North Shore Railway Inc dba: North Shore Scenic Railroad 506 W. Michigan St. Duluth MN 55802	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of Amer INSURER B: Travelers Indemnity Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 25674 25658

COVERAGES

CERTIFICATE NUMBER: 932047377

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		660867K999A	10/1/2022	10/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA6N234388	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP8J648041	10/1/2022	10/1/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		660867K999A	10/1/2022	10/1/2023	Aggregate Each Common Cause \$2,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as an additional insured with respect to the general liability policy as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Two Harbors
522 1st Ave
Two Harbors MN 55616

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Real People. Real Solutions.

4960 Miller Trunk Highway
Suite 550
Duluth, MN 55811

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

MEMORANDUM

Date: July 24, 2023
To: Two Harbors City Council
City Administrator Patricia Nordean
From: City Engineer Joe Rhein
Subject: Liquor Store
Archaeological Review

Background

The City of Two Harbors is pursuing development of a new municipal liquor store, proposed to be located on a parcel along Highway 61, west of Culvers. A site plan is provided with this memo for reference. The site is currently vacant; some delineated wetland areas exist on the site.

The proposed development would result in impacts to portions of the delineated wetlands. As a result, a permit under the Wetland Conservation Act (WCA) is required. The permitting authority for WCA in this area is Lake County. (Note, the attached site plan is a preliminary version that illustrates wetland impacts; the final site plan varies slightly.)

MN State Statute requires clearance from the State Historic Preservation Office (SHPO) and the Office of the State Archaeologist (OSA) in order to receive a WCA permit. A review request was submitted to SHPO and the OSA for the proposed project. A response letter was received, dated June 21, 2023. A copy of the letter is attached for reference. As noted in the text that has been highlighted on the letter, SHPO is requesting a Phase Ia literature review and archaeological assessment be performed on the site. Depending on the result of that investigation, an on-site Phase I archaeological survey may need to be performed.

If the City could document that an archaeological assessment had previously been done on the site, or if there was sufficient documentation the site had been previously developed, the requirement for the archaeological investigation could be waived. We have worked with City Staff but have not been able to find sufficient documentation to qualify for the waiver. Therefore, in order to proceed with development of the parcel, the Phase Ia literature review, and potentially the Phase I on-site review, will need to be performed.

Proposals

A request for proposals and sent it to four firms qualified to perform the archaeological work. Two proposals were received, from In Situ Archaeological Consulting and Blondo Consulting LLC. A third firm was interested but could not accommodate the project schedule; the fourth firm declined to propose.

A summary of the two proposals received is shown in the following table. The low proposal was from In Situ Archaeological Consulting; a copy of their proposal is provided with this memo.

CA# 18 7/24/23

Liquor Store		
Phase Ia/Phase I Archaeological Review		
Proposal Summary		
Item	In Situ	Blondo
Phase Ia – Literature Review	\$ 905	\$ 1,700.00
Phase I – On-Site Survey	\$ 5,286	\$ 11,196.63
Total	\$ 6,191	\$ 12,896.63

Schedule

As described in the In Situ proposal, the Phase Ia Literature Review is expected to take 1 – 2 weeks to complete; the Phase I on-site survey would take 3 – 5 weeks to complete. Once the information is submitted, the SHPO review is anticipated to take 6 – 8 weeks. Therefore, the total time from authorization to approval could take from 10 – 15 weeks. If the work begins July 25th, that would place the expected approval date in October or November. The schedule is illustrated below:

- Begin Archaeological Work July 25th
- Phase Ia Literature Review 1 – 2 weeks
- Phase I On-Site Review (Field Work) 1 – 2 weeks
- Report Preparation 2 – 3 weeks
 - Total Work by In Situ 4 – 7 weeks
- SHPO Review (45 – 60 days) 6 – 8 weeks
- Total for Archaeological Investigation & Clearance 10 – 15 weeks
- Anticipated Completion Oct. 6th – Nov. 10th

It should be noted that if the Phase Ia Literature Review determines a Phase I On-Site Survey is not required, the anticipated schedule would likely be reduced by half.

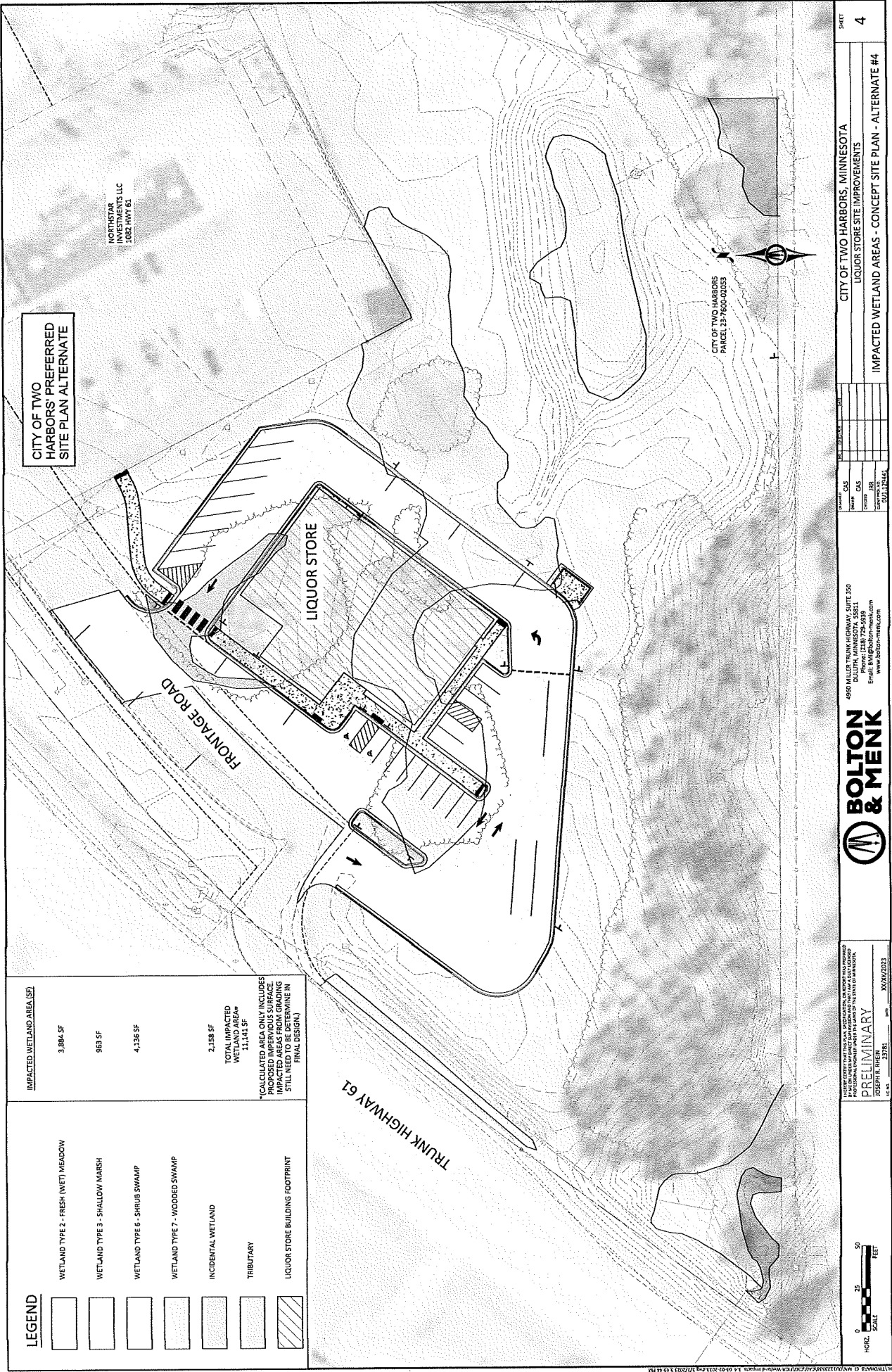
Conclusion

If the Council concurs with the information provided in this memo, the appropriate action would be to **Accept the proposal of In Situ Archaeological Consulting for Phase Ia Background Literature Review and Phase I Archaeological Survey for the Two Harbors Municipal Liquor Store, at an estimated cost of \$6,191.00, and authorize proceeding with the work.**

We will be present at the City Council meeting on July 24th to review this information. Please let us know if you have questions or need further information in advance of the meeting. I can be reached at 651-968-7384 or via e-mail at joseph.rhein@bolton-menk.com.

Attachments:

- Liquor Store – Preliminary Site Plan Showing Wetland Impacts (1 page)
- SHPO letter, dated June 21, 2023 (1 page)
- In Situ Archaeological Consulting Proposal, date June 30, 2023 (5 pages)



LEGEND

- WETLAND TYPE 2 - FRESH (WET) MEADOW
- WETLAND TYPE 3 - SHALLOW MARSH
- WETLAND TYPE 6 - SHRUB SWAMP
- WETLAND TYPE 7 - WOODED SWAMP
- INCIDENTAL WETLAND
- TRIBUTARY
- LIQUOR STORE BUILDING FOOTPRINT

IMPACTED WETLAND AREA (SF)

3,884 SF

963 SF

4,136 SF

2,158 SF

TOTAL IMPACTED
WETLAND AREA
11,141 SF

*CALCULATED AREA ONLY INCLUDES
IMPACTED AREAS FROM GRADING
STILL NEED TO BE DETERMINE IN
FINAL DESIGN.)

CITY OF TWO
HARBORS - PREFERRED
SITE PLAN ALTERNATE

LIQUOR STORE

FRONTAGE ROAD

TRUNK HIGHWAY 61

NORTSTAR
INVESTMENTS LLC
1082 HWY 61

CITY OF TWO HARBORS
PARCEL 23-7600-02053

4950 MILLER TRUNK HIGHWAY, SUITE 350
DULUTH, MN 55812
Phone: (218) 725-5339
Email: RM@bolton-menk.com
www.bolton-menk.com



PRELIMINARY
22781
XXIV/2023

CITY OF TWO HARBORS, MINNESOTA
LIQUOR STORE SITE IMPROVEMENTS
IMPACTED WETLAND AREAS - CONCEPT SITE PLAN - ALTERNATE #4

4



DEPARTMENT OF
ADMINISTRATION

STATE HISTORIC PRESERVATION OFFICE

June 21, 2023

Jammi Ladwig
Bolton & Menk
12224 Nicollet Avenue
Burnsville, MN 55337

RE: BMI Project #OU1.129411
Construction of a liquor store
T52 R11 S2 NE, Two Harbors, Lake County
SHPO Number: 2023-1981

Dear Jammi Ladwig:

Thank you for the opportunity to review and comment on the above referenced project. Information received on May 22, 2023, has been reviewed pursuant to the responsibilities given the State Historic Preservation Office by the Minnesota Historic Sites Act (Minn. Stat. 138.665-666) and the Minnesota Field Archaeology Act (Minn. Stat. 138.40).

Based on the nature and location of the proposed project, on what may be a former terrace of Lake Superior dating to the late Pleistocene, we recommend that a Phase IA literature review and archaeological assessment be completed by a qualified archaeologist to assess the potential for intact archaeological sites in the project area. If, as a result of this assessment, a Phase I archaeological survey is recommended, this survey should be completed. The survey must meet the requirements of the Secretary of the Interior's Standards for Identification and Evaluation and should include an evaluation of National Register eligibility for any properties that are identified. For a list of consultants who have expressed an interest in undertaking such surveys, please visit the website www.mnhs.org/preservation/directory. To search the directory, use Ctrl + F as a search function and enter "archaeologists" in the text box that pops up. The consultants in these categories will be highlighted; you will need to scroll down to see them all.

We will reconsider the need for survey if the project area can be documented as previously surveyed or disturbed. Any previous survey work must meet contemporary standards. If the project area has been subject to ground disturbance in relation to adjacent improvements, please provide documentation, maps, and photographs of the horizontal and vertical (i.e. depth below surface) extent of the disturbance. **Note:** plowed areas and right-of-way are not automatically considered disturbed. Archaeological sites can remain intact beneath the plow zone and in undisturbed portions of the right-of-way.

If you have any questions regarding our review of this project, please contact me at (651) 201-3285 or kelly.graggjohnson@state.mn.us.

Sincerely,

Kelly Gragg-Johnson

Kelly Gragg-Johnson
Environmental Review Program Specialist

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

50 Sherburne Avenue ■ Administration Building 203 ■ Saint Paul, Minnesota 55155 ■ 651-201-3287

mn.gov/admin/shpo ■ mnshpo@state.mn.us

AN EQUAL OPPORTUNITY AND SERVICE PROVIDER



7630 Executive Drive
Eden Prairie, MN 55344
Ph: 952-658-8891
Web: www.insitucrm.com

June 30th, 2023

Kristina Bloomquist
Senior Natural Resources Specialist
Bolton & Menk, Inc
3721 23rd Street South
Suite 102
St. Cloud, MN 56301
Kristina.Bloomquist@bolton-menk.com

Re: Proposal for the Phase Ia Background Literature Review and Phase I Archaeological Survey for the Two Harbors Municipal Liquor Store Project, Two Harbors, Lake County, Minnesota.

Project Description

At the request of Bolton & Menk, In Situ Archaeological Consulting, LLC (In Situ) is pleased to submit our Scope of Work (SOW) and cost proposal for the above-referenced project. The project will consist of the background cultural resource literature review and report of a proposed municipal liquor store, on the south side of Two Harbors, Minnesota. The proposed project measures approximately 22.2 acres in size. In Situ will provide two separate costs for this project, one for a standalone Phase Ia background literature review report and a conditional additional cost for the Phase I intensive cultural resource inventory and report.

The SOW includes the following tasks to be completed to the guidelines of the Minnesota State Historic Preservation Office (SHPO):

- Task 1: Phase I Background Literature Review that includes a 2-mile study buffer (1 mile from each side of the project area) and Phase I report preparation;
- Task 2 (Conditional): Phase I Archaeological Survey within the proposed project area;
- Task 3 (Conditional): Report Preparation and completion of Minnesota site forms, dependent on survey results

Scope of Work

Task 1 – Phase I Background Literature Review. The study area is defined as a 2-mile area surrounding the proposed project area (1-mile from each side of the project area). This task will be completed using site files and inventory files maintained by the Minnesota SHPO. In addition, background research will be completed by reviewing historic maps, atlases, current aerial photographs, soils mapping, topographic and geomorphic data, and other sources that might provide information for the locations of historic-era sites, areas of prior disturbance, etc.

The results and recommendations of the literature review will be presented in a detailed technical report prepared in accordance with the MN SHPO guidelines. The final report will be created in Microsoft Word and single-spaced on standard sized (8.5 x 11 inch) white paper. Page numbers will appear on all pages. Maps, photographs, and other graphics will be clearly presented. Maps will include the locations of all previously recorded resources, previous inventories, and detailed GIS maps. The literature review report will be suitable for submission to the Minnesota SHPO.



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Task 2 – (Conditional) Phase I Archaeological Survey

Following receipt of detailed GIS mapping depicting the locations of the project area, the Phase I Intensive Cultural Resource Inventory will be completed to the Minnesota SHPO standards. The Phase I survey will be completed using the following methods:

- *Visual Inspection* – Locations where cultural resources were not expected, such as disturbed areas, areas with a slope greater than 20 degrees, and low/wet areas will be walked over and visually inspected. This method will be used to verify the absence or likelihood of any cultural resources within these areas. This method will also be utilized to document the general terrain and the surrounding area.
- *Pedestrian Survey* – this method is used to visually inspect the ground surface for any cultural resources within the project area. The survey transect interval will be 15 m. All identified artifacts and cultural resources are to be documented with a sub-meter GPS unit and photographed.
- *Shovel Testing* – this method is used to sample subsurface contexts in areas with a high potential of containing subsurface cultural resources, slopes less than 20 degrees, and ground visibility of less than 30%. A shovel test (ST) is 30-40 cm in circular diameter. The STs are excavated on a grid at 15 m intervals – additional radial STs are conducted at 7.5 m intervals when any artifacts are discovered. All positive STs are to be documented using a sub-meter GPS unit. Excavated soil is screened through a 0.25-inch mesh. STs are to be excavated no deeper than 1 m or 10 cm into sterile subsoils.

It is expected that a single three-person crew will be used. The survey is expected to take no more than one field day to complete. The crew will be directly supervised in the field by an MA-level archaeologist who meets the requirements for the Secretary of the Interior's Guidelines for Professional Qualifications in Archaeology. A GPS unit will be used to ensure field personnel maintain accurate survey tracts and do not extend the survey outside the project area.

Task 3 – (Conditional) Phase I Report Preparation. The results of the desktop literature review and intensive cultural resource inventory will be presented in a detailed technical memo prepared in accordance with Minnesota SHPO guidelines. The final report will be created in Microsoft Word and single-spaced on standard sized (8.5 x 11 inch) white paper. Page numbers will appear on all pages. Maps, photographs, and other graphics will be clearly presented. Maps will include the locations of all previously recorded resources, previous inventories, and detailed GIS maps. The final report will be suitable for submission to the Minnesota SHPO. In addition, shapefiles that depict all cultural resources, locations on the NRHP, and cultural resources inventories will be provided to Bolton & Menk. The production of the memo draft and shapefiles is expected to take no more than five to ten business days to complete.

Time Schedule

In Situ can initiate and complete Task 1 within 5-10 business days after the project is awarded and receipt of detailed GIS mapping depicting the proposed project area. If a Phase I archaeological survey is to be completed, Task 2 can be initiated within 5-10 business days after the notice to proceed and weather permitting. It is expected a three-person crew will be used for the fieldwork. For this project, it should take no more than one field day to complete the survey. Task 3 can be completed within 10-15 business days after completion of Task 2.



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Deliverables

In Situ will submit an electronic copy of the Draft Report to Bolton & Menk for review and consultation with Minnesota SHPO. Upon receipt of comments, one copy of the Final Draft Report will be produced for Bolton & Menk for submission to the Minnesota SHPO for review. In Situ will make any necessary revisions to the report that is requested by Minnesota SHPO following their review. Submission of the Final Report to Bolton & Menk will consist of one bound color copy and one electronic copy. **Additional bound copies may be submitted upon request.**

Qualifications

In Situ is a cultural resource consulting company that specializes in archaeological surveys and artifact analysis. In Situ archaeologists Abraham Ledezma and Craig Picka have experience conducting surveys and writing reports that meet or exceed federal and state agency requirements for various states. Abraham Ledezma has over 17 years of experience and he received an M.S. in Applied Anthropology from Missouri State University in 2012 and a B.A. in Anthropology, with an emphasis on Archaeology from Minnesota State University Moorhead in 2008. Craig Picka has over 17 years of experience and he received an M.S. in Applied Anthropology from Missouri State University in 2012 and a B.A. in Anthropology, with an emphasis on Archaeology from Minnesota State University Moorhead in 2009.

In Situ staff has nationwide experience and is qualified to lead and conduct archaeological investigations in multiple states, including, but not limited to, Minnesota, Minnesota, South Dakota, Minnesota, Illinois, Indiana, Missouri, Michigan, Ohio, Texas, West Virginia, and Wisconsin. In addition, Abraham Ledezma and Craig Picka each meet the requirements for the Secretary of the Interior's Guidelines for Professional Qualifications in Archaeology (48 FR 44739).



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Cost Proposal

As discussed, two costs are provided below; one for the Phase I background literature report and conditional costs for the Phase I archaeological survey and reporting if found necessary. The costs are detailed in the tables below. The cost estimates provided are not-to-exceed and invoices will be based on time and materials.

Task 1: Phase I Background Literature Review and Report	\$905.00
Total Cost for the Phase I (Estimated)	\$905.00
Task 2 (Conditional): Phase I Archaeological Survey	\$3,094.00
Task 3 (Conditional): Archaeological Report Preparation, Submittal, Revisions	\$2,192.00
Total Cost for Phase I Archaeological Survey and Report (Estimated)	\$5,286.00

These prices are valid until **December 31, 2023**. Unless agreed to otherwise, terms are payment in full within 30 calendar days of the receipt of In Situ's invoice, which will be submitted to Bolton & Menk upon completion of the project. A late fee of 1.5% per month on any unpaid balance will be applied. In the event that the client does not honor these terms of payment, the client agrees to pay any additional collection, attorney, court costs, and/or interest charges.



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Project Assumptions

- Project supervision will be overseen by an experienced MA-level archaeologist listed on the Register of Professional Archaeologists.
- In Situ is not responsible for obtaining landowner permission for the field survey.
- In Situ will make every effort to avoid all crop damage but is not responsible for any unavoidable damage to crops resulting from the survey.
- No human remains will be identified within the project area.
- Assuming there are no lost field days due to inclement weather.
- The survey will not extend outside of the project area.
- At this time, the survey does not include an architectural component.
- Archaeological fieldwork is expected to take no more than one field day to complete the survey.
- Assuming the majority of the project area is subject to shovel testing
- Revisions to the proposed project that significantly increase the size of the survey would require a modification of this proposal.
- Any delays caused by the client that affect In Situ's field schedule and/or cause additional trips between the office and project may result in a change order.

For In Situ Archaeological Consulting, LLC.:

Signed: _____

Name: Abraham Ledezma, M.S., RPA
Position: Principal Investigator, Archaeology

HISTORIC TUGBOAT "EDNA G" AGREEMENT

THIS AGREEMENT is made between the **City of Two Harbors** ("City") and **Friends of the Edna G**, a Minnesota non-profit corporation, ("Friends") regarding the historic tugboat "Edna G" located in Agate Bay, Two Harbors, Minnesota ("Edna G").

In consideration of the mutual covenants and obligations below:

IT IS AGREED AS FOLLOWS:

1. Friends shall manage, preserve, use and interpret the Edna G for historical, educational and other compatible purposes beginning July 5, 2023, and continuing until this Agreement is terminated by either party as set forth below.
2. Friends shall be responsible for the operation, basic maintenance (such as cleaning and painting), and other expense of the operation of the Edna G, including the hiring, training and supervision of any staff necessary to fulfill the terms of this Agreement. Friends shall procure and maintain all necessary workers compensation, unemployment and other insurance for any employees it hires. Edna G may be open to the public on weekends from July 5th to October 31st and on days as determined by Friends. The Edna G may also be open for group tours and fundraising events as determined by Friends. The Edna G may be closed due to inclement weather at the discretion of Friends. Reports will be submitted by the Friends to City.
3. The authorized agent of Friends for the purpose of this Agreement is the President of Friends. The authorized agent for City for the purpose of this Agreement is Patricia Nordean, City Administrator.
4. Friends may charge an admission fee for the entrance to Edna G. The amount of this fee will be determined by Friends. Income derived from the admissions shall be used by Friends to defray expenses incurred in the operation of the Edna G.
5. Friends will keep a separate accounting of all income derived from admissions to the site. These records will be available and open to City for a period of five (5) years after the termination of this Agreement.
6. Major repairs needed because of normal operation of the Edna G will be reported to the City's agent far enough in advance for review by City's agent and forwarding to the City Council for consideration as a normal part of the budgeting process for the City.
7. Friends shall not remove from the site any historical artifacts or interpretive props without the approval of the City.
8. The City will maintain insurance for personal injury or property damage on the Edna G and Friends will be named as another insured for the Edna G.

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9. Friends shall comply with all applicable statutes and ordinances which prohibit discrimination as well as all other relevant statutes, laws or ordinances.

10. Friends agree to include the Edna G in all promotional material including, but not limited to, brochures, newsletters and news releases. Costs for promotional materials are the responsibility of Friends.

11. Friends shall neither assign nor transfer any rights or obligations under this Agreement without prior written consent of City.

12. Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original or their successors.

13. The parties intend that Friends shall exercise independent judgment and control the manner and means of Friends' performance, and function as an independent contractor. The parties do not intend to create a principal/agent relationship or any joint venture or partnership. The parties do not intend to create any third-party beneficiary by this Agreement.

14. Friends shall have no authority whatsoever to take any actions or enter into any contracts or agreements on behalf of or that are binding on the City.

15. Friends shall not disclose any financial, operational or other information it is provided or obtained with respect to the Edna G or the operations conducted by it under this Contract without prior written consent of the City.

16. The Edna G shall be managed to always comply with all applicable laws, including life safety codes, State and Federal civil rights, or human rights laws, health regulations, drug and alcohol controls. Should Friends become aware that any aspect of its operation is or may not be in compliance with an applicable law or regulation, then Friends shall so inform City, and subject to reimbursement by City if appropriate, remedy the matter to achieve compliance, or, if Friends cannot do so, request City to do so. Friends shall not commit or allow its employees or agents to commit any criminal offenses upon the Edna G or to act in a manner that shall reflect negatively towards the City of Two Harbors.

17. Friends agrees to indemnify and save harmless the City, its officers, employees and assigns against loss or expense by reason of the liability imposed by law upon the City for damages because of bodily injuries, including death at any time resulting therefrom, accidentally sustained by any person or persons, or on account of damage to property arising out of or in consequence of the performance or non-performance of this Agreement, whether such injuries to persons or damage to property are due or claimed to be due as a result of negligence or willful misconduct of Friends or its employees, agents or any other person.

18. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in certified or registered form with postage fully prepaid:

If to Friends: Friends of the Edna G
520 Laura Lane
Two Harbors MN 55616

If to City: City of Two Harbors
522 First Avenue
Two Harbors, MN 55616
Attn: City Administrator

The Friends and City, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

19. This Agreement shall be governed by and construed in accordance with the laws of Minnesota.

20. The parties hereby agree that the District Court of Lake County, Minnesota shall have jurisdiction and is the proper venue to hear and decide any controversy that arises under this Agreement.

21. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

22. Upon execution of this Agreement, all previous agreements relating the management of the Edna G shall be of no further force and effect.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, City and Consultant have executed this Agreement for Consulting Services as of the date first above written.

City of Two Harbors

Lew Connor
Mayor

Patricia Nordean
City Administrator

Friends of the Edna G

By: _____

Its: President



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 7/17/23
Agenda Item Subject: Sonju Trail Maintenance	Fiscal Impact: n/a	
BACKGROUND: A group of volunteers have requested permission to provide maintenance in the form of knocking down partially felled trees and stripping branches from fallen trees, etc., on the Sonju Trail in the area between the paved portion on Lighthouse Point to Burlington Bay. There will be no equipment used. The City will be provided with a list of volunteers, for insurance purposes. Supervision will be provided by the Public Works Director or assistant.		
COUNCIL ACTION REQUESTED: Authorize volunteer work on the Sonju Trail with supervision provided by the Public Works Director or assistant.		
RECOMMENDATION: Staff recommends the council action requested.		
ATTACHMENTS:		

Agenda Item # CA 22

Meeting Date 7/24/23

RESOLUTION NO. 6-220-23

ACCEPTING THE PROPOSAL OF BOLTON & MENK TO PROVIDE ENGINEERING SERVICES FOR THE BEACON REPLACEMENT PROJECT AT THE AIRPORT FOR AN AMOUNT OF \$48,000 WHICH INCLUDES A 90% FEDERAL AND 5% STATE MATCH AND THE LOCAL SHARE OF 5% OR \$2400, PENDING THE APPROVAL OF THE AIRPORT COMMISSION.

WHEREAS the City Council as accepted the proposal from Bolton & Menk to provide Engineering services for the Beacon Replacement Project at the airport

WHEREAS the City Council believes that it would be in the best interest of the city to accept said proposal, now, therefore.

BE IT RESOLVED by the City Council of the City of Two Harbors that pending approval of the Airport Commission that the proposal from Bolton & Menk for the Beacon Replacement at the airport is hereby authorized.

ADOPTED, this 26th day of June A.D., 2023.

Ben Redden, President, City Council

ATTEST: _____
Patricia D. Nordean, City Clerk

CA # 23 7/24/23

RESOLUTION NO. 7-234-23

AUTHORIZING 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.

WHEREAS The City of Two Harbors has requested a proposal from Custom Fire Apparatus Inc. for the replacement of Engine 25.

WHEREAS the City Council believes that it would be in the best interest of the City to authorize said purchase, now therefore

BE IT RESOLVED, by the City Council of the City of Two Harbors that the purchase proposal in the amount of \$951,475 for the purchase of a pumper truck, is hereby authorized.

ADOPTED, this 10th day of July A.D., 2023.

Ben Redden, President, City Council

ATTEST: _____
Patricia D. Nordean, City Administrator

CA # 24 7/24/23

TWO HARBORS CITY COUNCIL

AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: Request for Toni Maki to attend League of Minnesota Cities Clerks Academy 2023 Conference – September 7-8, 2023, in St. Paul, Minnesota. Cost for conference is \$250., lodging, meals and mileage reimbursement.

ORIGINATING SOURCE/DEPARTMENT: City Hall Administration

FUNDING SOURCE: City Hall Administration

BACKGROUND: City clerks play an integral role, bridging city hall with the council, community, and fellow city staff.

ESTIMATED DATE OF COMPLETION: September 10, 2023

COMMITTEE/COMMISSION RECOMMENDATION:

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION:

Agenda Item # CA #25 Meeting Date: 7/24/23



Matthew Huddleston
County Administrator

Lake County Service Center
Office of the County Administrator
616 Third Avenue
Two Harbors, MN 55616

Office Phone: 218-834-8320
Facsimile: 218-834-8360
Email: matthew.huddleston@co.lake.mn.us

TO: Lake County Partners
FROM: County Administrator Matthew Huddleston
DATE: July 10, 2023
SUBJECT: 2024 BUDGET PLANNING

Greetings.

The Lake County Board of Commissioners has started the 2024 budget process. Administration will present the first draft of the budget at the August 10, 2023, budget meeting.

Please send your 2024 budget requests prior to that meeting if possible. You may send your budget requests by email to Keri Parks at keri.parks@co.lake.mn.us.

Thank you,

Matthew Huddleston
County Administrator

7/24/23
Communication 1

where is the measurable improvement the City of TH
was required by law to provide in the 2022 Street
Assessment Project?

7/17/23 North Shore Journal How we, of the 2022 Street Assessment Project, were
stolen from by the City of Two Harbors.

Fourth, Fifth and Sixth Avenues west of Eight Street were all supposed to be widened, they were not. At the end of Sixth Avenue there was supposed to be an additional 125 feet by 40 feet, a cul-de-sac end, so the snow plow could get turned around. The Avenue ends 125 feet short of the plan. It is not there, but we were charged for it. Result, one Two Harborite was charged \$2,333.73 for street and \$184.60 for sidewalk, he did not get. He lost the access to the front of his house. He was over charged \$2,208.88 for Sanitary Service, because the service to his house had to be twice as long as the plan predicted. This homeowner's value nose dived dramatically The City of Two Harbors remains mute on this subject, having won the law suit against this homeowner because, they skirted the law by lawyering up.

The City of Two Harbors has not done a quality check, on the whole of the 2022 Street Assessment Project.

At the west end of Fifth Avenue, there remains a short fire hydrant, when the previous one on the other side of the street was the fire hydrant that met the specifications. We will only know on some tragic day in winter, what this error costs one or more of us. The City of Two Harbors has demonstrated, they don't care about fire safety. This instance is an easy remedy. Why hasn't this safety issue been addressed?

While the west end of Fifth Avenue has Americans With Disability Curbs, (ADA) the City of Two Harbors is allowing on Fifth Avenue Eight Hundred block, 6 driveways that did meet the ADA grading requirements, now do not. One homeowner has replaced the driveway, at his own expense, to have access to his own garage and home.

In the Eight hundred block of Fifth Avenue there were at least 5 sidewalks to homes that met the ADA grading requirements before the project now, they do not.

My attorney says, after examining the property lines, I was charged \$12,939.21 for street and \$722.28 for sidewalk, I did not receive. The project stopped 10 feet short of my property, in property the City of Two Harbors says belongs to them. Anyone can come on my property and know, I did not receive the street and sidewalk, I am being charged for.

For my neighbors who got street and sidewalk, with the City of Two Harbors saying what a great deal we got for street and sidewalk, so shut up, I say phooey. The City of Two Harbors won't let me talk before the City Council. I am silenced by the City's rules that, I have to say what I want to talk about and be approved to talk.

Even with the taxes already paid, on an open market, we were overcharged 300 percent for street, sidewalk and by extension sanitary service.

The ownership of that property the City of Two Harbors says was given to them by the Railroad, is not verifiable with Lake County. Currently, any "documentation" from Lake County comes with a disclaimer, "We are not responsible for the accuracy of this information." In my opinion, that makes every property title in Lake County unverifiable, just a piece of paper. If you have seen on television how properties are stolen from the lawful owners, this is part of that. No property is safe in Lake County!

The City of Two Harbors is presumptively valid, in these matters. Translation: rule for you, John Q Public, but not for me, the City of Two Harbors. Why would the City of Two Harbors not be subject to the rule of law, like the rest of us? Because if we acted like the City of Two Harbors, we would be breaking the law. It's a paradox, a imitation of law. This is the pastiche of why, there is not affordable housing in Two Harbors.

Donna Gangestad 902 5TH Ave Two Harbors MN 55616

Donna Gangestad

7/24/23
Communication 2