

CITY OF TWO HARBORS
COMMITTEE OF THE WHOLE/AGENDA MEETING

March 27, 2023

5:00 p.m. Call to order.

[M] Close meeting for the purpose of discussing potential real estate negotiations in accordance with MN Statutes.

[M] Reconvene Committee of the Whole/Agenda Meeting.

Appearances: 1.

Administrator updates.

Attorney updates.

City Clerk/HR updates.

Finance Director updates.

City Engineer updates.

Other agenda questions or additions.

TWO HARBORS CITY COUNCIL

AGENDA

March 27, 2023

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

Roll call:

Pledge of Allegiance:

Additions or Changes to the Agenda:

[M] Approval of the Agenda.

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

Appearances:

1. John Leupke, President, Serene Quarters, 80 South 8th St, Minneapolis, MN, re: a request to extend gas, water and sanitary sewer services to a development on East Stanley Road.
2. Brian Guldán, Bolton & Menk, re: Water Treatment Plant Improvement Project funding.
3. Joe Rhein, Bolton & Menk, re: Odegard Trail funding.
4. Glenn Johnson, 1706 Marie Avenue, re: TIF related to Lighthouse Point Development.
5. Todd Ronning, 130 South Avenue, re: zoning standards.
6. Judy Olson, 836 Seventh Avenue, re: paying attention.
7. Tom Koehler, re: testing for toxins and pollutants plus bedrock at ACRE parcel on Lighthouse Point.
8. Donna Heil, 602 First Avenue, re: CBD beverages.

Administrative Reports:

Committee Reports:

Library Board
Edna G. Commission
Public Affairs Committee
Utilities Committee
Personnel Committee
Other.

[R] Approving the Consent Agenda Items:

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

1. Allowing claims against the City of Two Harbors to be paid on March 28, 2023.
2. Approving payroll for the first half of March, 2023.
3. Authorizing a 2023 City deer hunt with restrictions on the number of permits as recommended by the DNR and authorizing no more than 10 permits on public property, and any amount over 10 to be issued for private property only.
4. Cancelling the On-Sale and Sunday On-Sale Liquor License for the Two Harbors Curling Club effective April 15, 2023.
5. Approving the On-Sale and Sunday On-Sale Liquor License for the Two Harbors Golf Association for the period beginning April 16, 2023 – September 30, 2023, pending the approval of the Chief of Police and the receipt of appropriate documentation.
6. Accepting the recommendation of the Public Affairs Committee to schedule appearances during the Regular City Council meetings, where possible.
7. Accepting the recommendation of the Personnel Committee to authorize a second posting for the position of Public Works Specialist 1, due to a lack of qualified applicants.
8. Accepting the recommendation of the Personnel Committee to approve the position description for the Administrative Assistant/Deputy Clerk position.
9. Accepting the recommendation of the Personnel Committee to establish the base rate of pay for the position of Administrative Assistant/Deputy Clerk position as \$60,000.
10. Authorizing the internal and external postings for the position of Administrative Assistant/Deputy Clerk position.
11. Accepting the recommendation of the Personnel Committee to hire a consultant to meet the Class A license requirements for the Wastewater Treatment Facility and directing the City Attorney to draft an agreement between the City of Two Harbors and Northern Wastewater Operations for a period beginning May 1 through November 30, 2023 following the MPCA Wastewater Treatment Facility Contract Operator Guidelines.

12. Appointing Randy Hedin to the position of Interim Superintendent of the Water and Wastewater Treatment Facilities under the direction of Northern Wastewater Operations for wastewater treatment operations effective March 28, 2023.
13. Referring to the Utilities Committee, a request by John Leupke, President, Serene Quarters, 80 South 8th St, Minneapolis, MN, re: a request to extend gas, water and sanitary sewer services to a development on East Stanley Road.
14. Certifying assessments to the Lake County Auditor against certain property within the City for unpaid utility charges.
15. Approving an amendment to the agreement between the City of Two Harbors and the Two Harbors Golf Association to increase their annual pay for 2023 from \$330,000 to \$397,000 and authorizing the Mayor and Administrator to execute said Amendment on behalf of the City.
16. Authorizing payment to Bolton & Menk in the amount of \$390 for project management and coordination of the 2021-2022 Street Improvement Project.
17. Authorizing payment to Bolton & Menk in the amount of \$3,278.00 for professional services for the Liquor Store Project.
18. Authorizing payment to Bolton & Menk in the amount of \$49,371.50 for professional services for the 2023-2024 Street Improvement Project.
19. Authorizing payment to Bolton & Menk in the amount of \$3.025, for professional services for the Odegard Trail Project.
20. Authorizing payment to Bolton & Menk in the amount of \$600 for general engineering services.
21. Authorizing the purchase of 5000' of underground wire for the campground electrical upgrade from BorderStates Electric for an amount of \$25,428.35.
22. Accepting, with regret, the resignation of Jeff Nielson, from his position on the Planning Commission, and expressing appreciation for his service.
23. Accepting the proposal of Holden Electric for materials (except peds and wire) and labor to install 66 new electrical peds at the campground for an amount of \$84,867.00.

Communications:

1. A letter from Donna Heil, Harbor Rail Pub & Events, Mike Kasell, The Topsy Mosquito and Kristina Grann, Landing 61, requesting that the Council take up the discussion of

allowing the sale of consumable THC products as allowed by law in the State of MN, within the City of Two Harbors, as soon as possible.

2. An email from Doris Davidson, 212 Second Avenue, expressing her opposition to the proposed development on Lighthouse Point.

Unfinished Business:

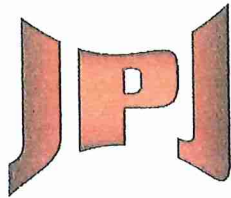
Other.

New Business:

1. [R] Receiving a feasibility report and calling for a public hearing for 6 PM, or as soon thereafter as possible, on Monday, April 24, 2023, on the proposed 2023 Sidewalk Improvement Project.
2. [R] Approving/denying the Concept Plan for the proposed Planned Unit Development on Lighthouse Point.
3. [R] Approving plans and specifications and ordering advertisement for bids for the 2023-2024 Street Improvements Project.
4. [R] Appointing and Reappointing City Board and Commission Members.
5. [M] Authorizing a letter of support for Lake County Soil & Water Conservation District's application for funding to remove invasive species and install a native planting along Agate Bay and the application for funding assistance to install a two-stage ditch with native vegetation and hydrodynamic separator/baffle box near Agate Bay and a biochar filtration basin next to the Sonju Trail.

Other.

Adjourn:



MEETING AGENDA
PUBLIC UTILITIES SERVICE PLANNING

THE HARBORS PROJECT
PROJECT NO. 20-834

8:00 a.m. March 22, 2023
City Hall, Two Harbors, MN

OWNER

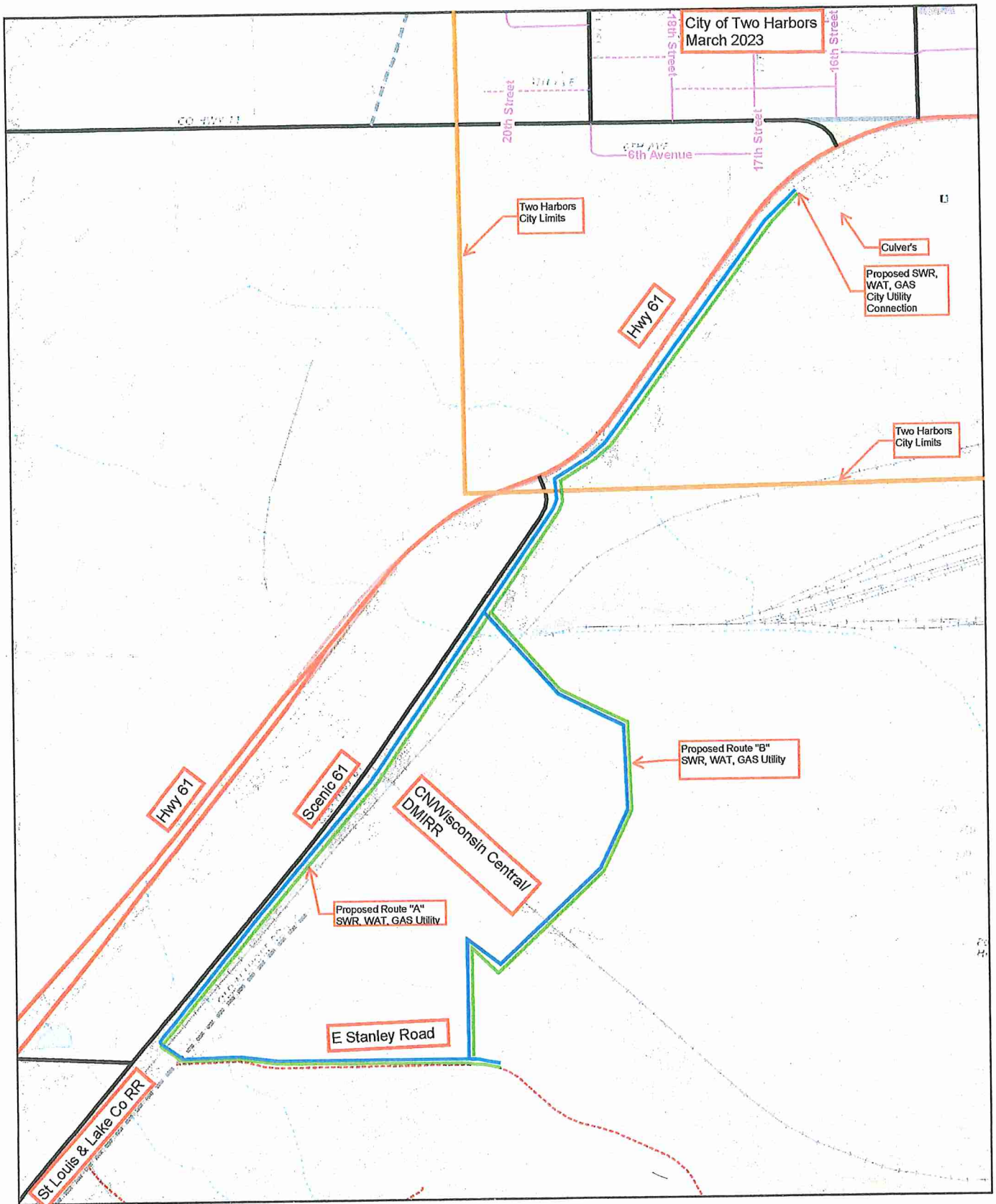
The Harbors, LLC
1022 East Stanley Road
Two Harbors, MN 55616

ENGINEER

JPJ Engineering, Inc.
Joseph D. Pelawa, P.E.
5670 Miller Trunk Hwy
Hermantown, MN 55811
(218) 720-6219

1. Introductions
2. Is the City supportive of SWR, WAT and Gas Utilities being extended to The Harbors Development on E. Stanley Road?
3. Next Step
4. Communications and Approvals
5. Process the City wants to proceed with in extending these public/private utilities?
 - a. Connection location?
 - b. Route?
 - c. Service Area?
 - d. Private developer installation?
 - e. City?
6. Permits:
 - a. MnDOT Work in R/W
 - b. Lake County Work in R/W
 - c. CP/Wisconsin Central Ltd./DMIRR Utility crossing RR
 - d. St. Louis & Lake Co. RR Utility crossing RR
7. Schedule –Timeline
8. Other Information or Items

South Two Harbors Lake County GIS Atlas



2/24/2023, 8:38:23 AM

Roads

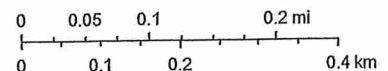
- Other Paved, MN Highway
- Other Paved, County-State Aid Highway; Other Paved, County Road
- Other Paved, County-State Aid Highway; Other Paved, County Road
- Other Paved, Municipal Street
- Other Unpaved, Township Road; Other Unpaved, Unorganized Territory Road
- Other Unpaved, Municipal Street
- Other Unpaved, Other Road; Other Unpaved, Private Road-Restricted Access

Townships

Parcels

- County Fee
- Regional Government; Private; Municipal; Unknown
- Regional Government; Private; Municipal; Unknown
- Regional Government; Private; Municipal; Unknown
- State
- Tax Forfeit

1:9,028



USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National



State Aid for Local Transportation
395 John Ireland Blvd., MS 500
St. Paul, MN 55155

March 20, 2023

Jason DiPiazza
Lake County
1513 Highway 2
Two Harbors, MN, 55616

Re: 2022 Active Transportation (AT) Infrastructure Program Project Selection

Dear Jason DiPiazza,

Thank you for your application submittal under the 2022 Active Transportation (AT) Infrastructure Program solicitation. The purpose of this letter is to inform you that your construction of Odegard Trail - shared use path between 11th Avenue and 16th Avenue project was not selected for funding for the 2022 AT Infrastructure solicitation which closed on December 30, 2022. We will keep your project application on file until the 2023 legislative session ends. If additional AT funds become available, we may be able to reconsider your application and fund additional projects. Updates and program information will be posted on the MnDOT State Aid AT Infrastructure webpage ([Infrastructure - Active Transportation Program - MnDOT \(state.mn.us\)](https://state.mn.us/infrastructure-active-transportation-program)).

Sincerely,

A handwritten signature in cursive script that reads 'Rashmi Brewer'.

Rashmi Brewer, P.E.
State Aid State Programs Engineer

copy: Krysten Saatela-Foster, District 1 State Aid Engineer

App 3 3/27/23



**BOLTON
& MENK**

Real People. Real Solutions.

4960 Miller Trunk Highway
Suite 550
Duluth, MN 55811

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

MEMORANDUM

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

Background

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

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

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

Plans

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

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

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

Cost and Financing

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

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

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

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

**Result of Active Transportation Grant application anticipated to be known by March 24th.*

Schedule

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

The current anticipated schedule is summarized as follows:

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

Tree Removal

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

Construction of the proposed trail from the underpass to 8th Street would require removal of trees in five areas; these areas are shown on sheet C1.01 of the plan excerpt provided with this memo. The total of the five areas is approximately 0.25 acres. The estimated cost for removal of these trees is included in the cost estimate provided with this memo.

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

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

Conclusion

We will be present at the Commission meeting on January 19th 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:

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

ENGINEER'S ESTIMATE

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

ITEM NO.	NOTES	SPEC. NUMBER	ITEM	TOTAL QTY	UNIT	UNIT PRICE	TOTAL
BASE BID: ODEGARD TRAIL							
1		2021.501	MOBILIZATION	0.23	LUMP SUM	\$75,000.00	\$17,250.00
2		2101.505	CLEARING	0.25	ACRE	\$10,000.00	\$2,500.00
3		2101.505	GRUBBING	0.25	ACRE	\$8,000.00	\$2,000.00
4		2104.502	SALVAGE SIGN TYPE C	5	EACH	\$90.00	\$450.00
5		2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	138	LIN FT	\$4.00	\$552.00
6		2104.503	SAWING CONCRETE PAVMENT (FULL DEPTH)	5	LIN FT	\$6.00	\$30.00
7		2104.503	REMOVE CURB & GUTTER	12	LIN FT	\$9.00	\$108.00
8		2104.503	REMOVE SEWER PIPE (STORM)	129	LIN FT	\$20.00	\$2,580.00
9		2104.504	REMOVE CONCRETE WALK	67	SQ YD	\$20.00	\$1,340.00
10		2104.504	REMOVE BITUMINOUS PAVEMENT	267	SQ YD	\$11.00	\$2,937.00
11		2015.504	GEOTEXTILE FABRIC, TYPE 5	2,350	SQ YD	\$3.00	\$7,050.00
12	(EV) (P)	2105.607	COMMON EXCAVATION	755	CU YD	\$28.00	\$21,140.00
13	(CV) (P)	2106.507	COMMON EMBANKMENT	265	CU YD	\$10.00	\$2,650.00
14	(EV)	2105.607	SUBGRADE EXCAVATION	50	CU YD	\$30.00	\$1,500.00
15	(CV)	2105.607	SELECT GRANULAR EMBANKMENT	580	CU YD	\$35.00	\$20,300.00
16	(CV)	2118.509	AGGREGATE SURFACING CLASS 5	100	CU YD	\$90.00	\$9,000.00
17		2211.509	AGGREGATE BASE CLASS 5	410	CU YD	\$80.00	\$32,800.00
18		2357.506	BITUMINOUS MATERIAL FOR TACK COAT	145	GAL	\$4.00	\$580.00
19		2360.504	TYPE SP 12.5 NON-WEARING COURSE MIX (3,C)	198	TON	\$95.00	\$18,810.00
20		2360.504	TYPE SP 9.5 WEARING COURSE MIX (3,C)	198	TON	\$100.00	\$19,800.00
21		2501.502	12" RC PIPE APRON	2	EACH	\$1,500.00	\$3,000.00
22		2501.502	18" RC PIPE APRON	2	EACH	\$1,750.00	\$3,500.00
23		2501.602	TRASH GUARD FOR 12" PIPE APRON	2	EACH	\$500.00	\$1,000.00
24		2501.602	TRASH GUARD FOR 18" PIPE APRON	2	EACH	\$700.00	\$1,400.00
25		2503.503	12" RC PIPE SEWER CLASS III	85	LIN FT	\$80.00	\$6,800.00
26		2503.503	18" RC PIPE SEWER CLASS III	54	LIN FT	\$90.00	\$4,860.00
27		2504.602	ADJUST VALVE BOX	4	EACH	\$400.00	\$1,600.00
28		2506.602	ADJUST CASTING ASSEMBLY	2	EACH	\$650.00	\$1,300.00
29		2511.507	RANDOM RIP RAP CLASS III	30	CU YD	\$150.00	\$4,500.00
30		2521.518	6" CONCRETE WALK	375	SQ FT	\$10.00	\$3,750.00
31		2531.503	CONCRETE CURB & GUTTER DESIGN B618	60	LIN FT	\$25.00	\$1,500.00
32		2531.504	8" CONCRETE DRIVEWAY PAVEMENT	72	SQ YD	\$180.00	\$12,960.00
33		2531.618	TRUNCATED DOMES	60	SQ FT	\$60.00	\$3,600.00
34		2563.601	TRAFFIC CONTROL	0.23	LUMP SUM	\$5,000.00	\$1,150.00
35		2564.518	SIGN PANELS TYPE C	56	SQ FT	\$100.00	\$5,600.00
36		2564.602	INSTALL SIGN TYPE C	16	EACH	\$150.00	\$2,400.00
37		2573.501	STABILIZED CONTRUCTION EXIT	1	LUMP SUM	\$2,000.00	\$2,000.00
38		2573.501	EROSION CONTROL SUPERVISOR	0.60	LUMP SUM	\$2,000.00	\$1,200.00
39		2573.502	STORM DRAIN INLET PROTECTION	1	EACH	\$200.00	\$200.00
40		2573.503	SILT FENCE, TYPE MS	500	LIN FT	\$6.00	\$3,000.00
41		2573.503	SEDIMENT CONTROL LOG TYPE WOOD CHIP	40	LIN FT	\$15.00	\$600.00
42	(LV)	2574.507	COMMON TOPSOIL BORROW	175	CU YD	\$65.00	\$11,375.00
43		2574.508	FERTILIZER TYPE 2	195	POUND	\$2.00	\$390.00
44		2575.504	ROLLED EROSION PREVENTION CATEGORY 35	350	SQ YD	\$3.00	\$1,050.00
45		2575.505	SEEDING	0.65	ACRE	\$2,500.00	\$1,625.00
46		2575.508	HYDRAULIC BONDED FIBER MATRIX	2,400	POUND	\$2.25	\$5,400.00
47		2575.508	SEED MIXTURE 33-361	3	POUND	\$30.00	\$90.00
48		2575.508	SEED MIXTURE 36-311	22	POUND	\$10.00	\$220.00

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

NOTES:

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

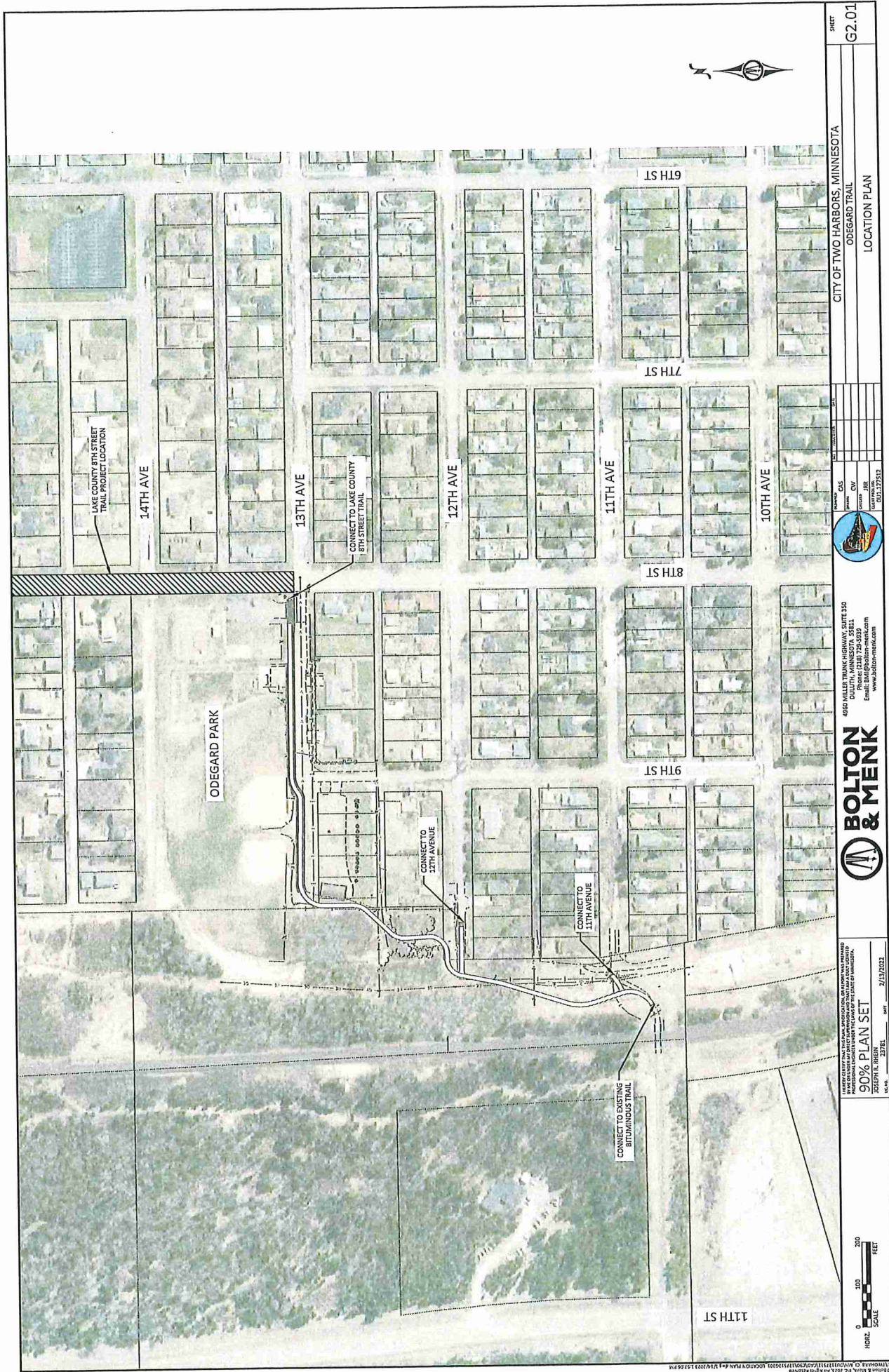
Existing Trail Signage



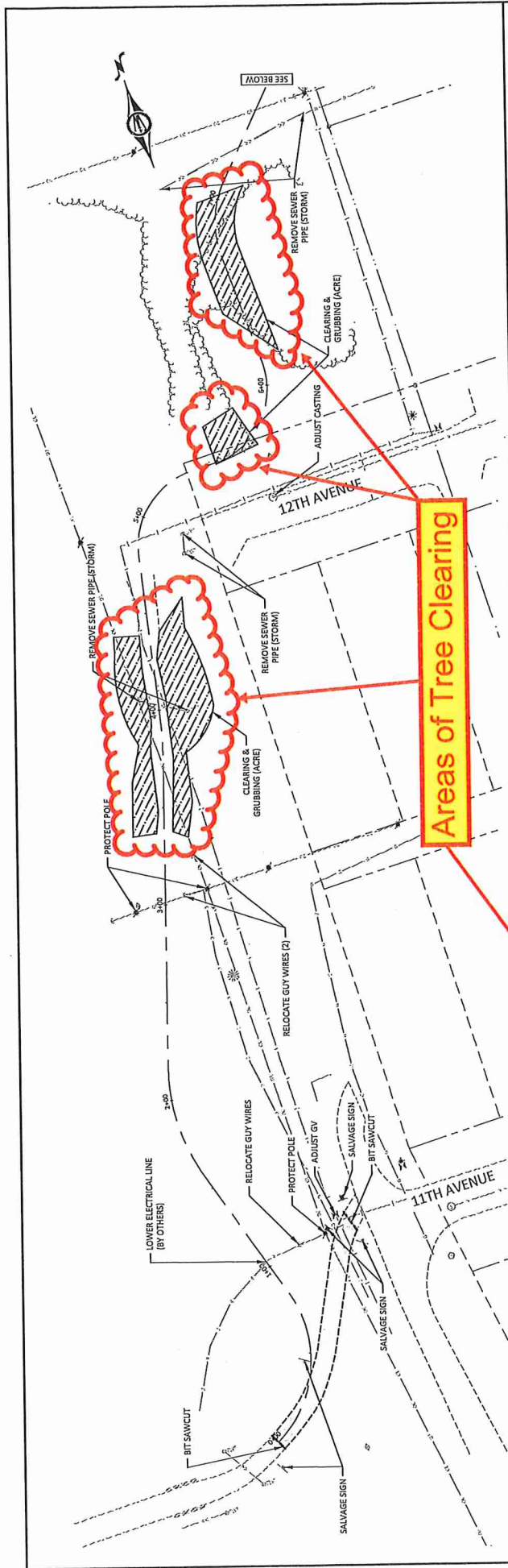
Looking West



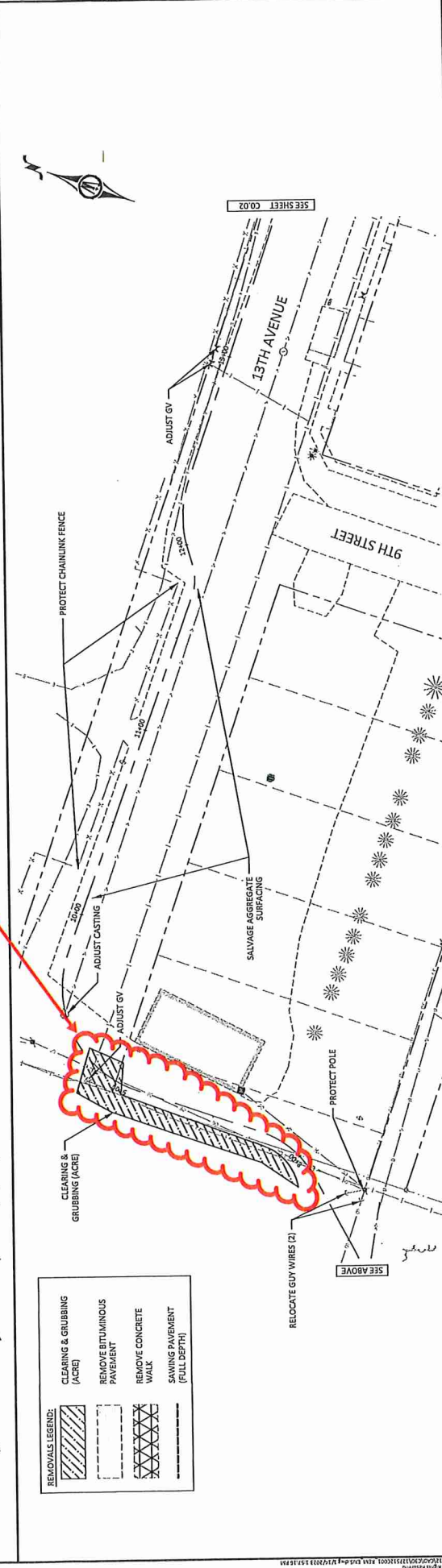
Looking East



<div>0 50 100 200 FEET SCALE</div> <div>HORIZ</div>		<div>PROJECT: 90% PLAN SET DATE: 2/13/2023 BY: JRR CHECKED: JRR</div>		<div>BOLTON & MENK 4960 MILLER TRUNK HIGHWAY, SUITE 350 DULUTH, MINNESOTA 55811 Phone: (218) 725-8393 Email: info@bolton-menk.com www.bolton-menk.com</div>		<div>CITY OF TWO HARBORS, MINNESOTA ODEGARD TRAIL LOCATION PLAN</div>		<div>SHEET G2.01</div>	



Areas of Tree Clearing



REMOVALS LEGEND:

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

BOLTON & MENK

4860 MILLER TRUNK HIGHWAY, SUITE 350
DULUTH, MINNESOTA 55811
Phone: (218) 724-5593
Email: www.bolton-menk.com

90% PLAN SET

DATE: 2/13/2022
BY: J3791

CITY OF TWO HARBORS, MINNESOTA

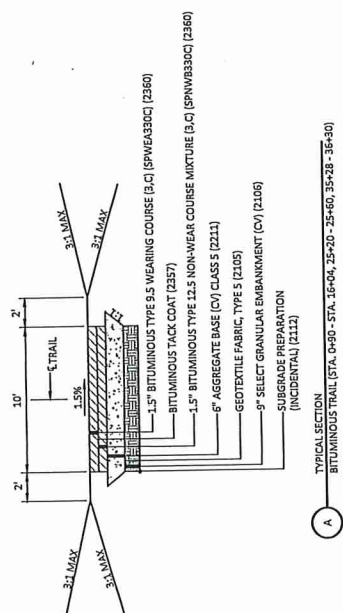
ODEGARD TRAIL

EXISTING CONDITIONS & REMOVALS PLAN

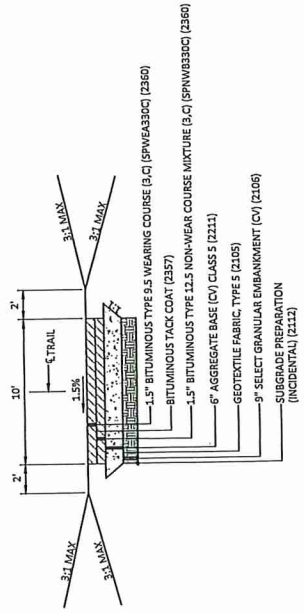
SHEET

CO.01

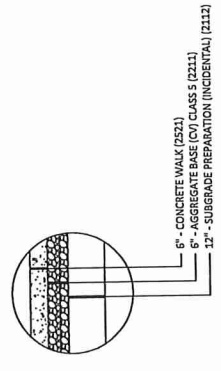
0 25 50
FEET
SCALE



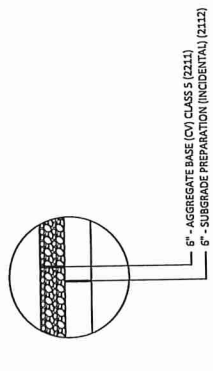
A TYPICAL SECTION
BITUMINOUS TRAIL (STA. 0+00 - STA. 16+04, 25+20 - 25+60, 36+28 - 36+40)



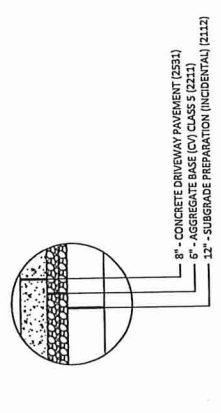
B TYPICAL SECTION
BITUMINOUS TRAIL (STA. 0+40 - STA. 0+70)



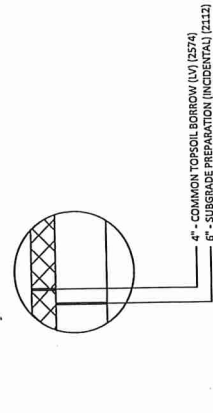
C TYPICAL SECTION
6\"/>



D TYPICAL SECTION
AGGREGATE SURFACING CLASS 5



E TYPICAL SECTION
8\"/>



F TYPICAL SECTION
TURF RESTORATION

NOTE:
1. SECTIONS NOT TO SCALE

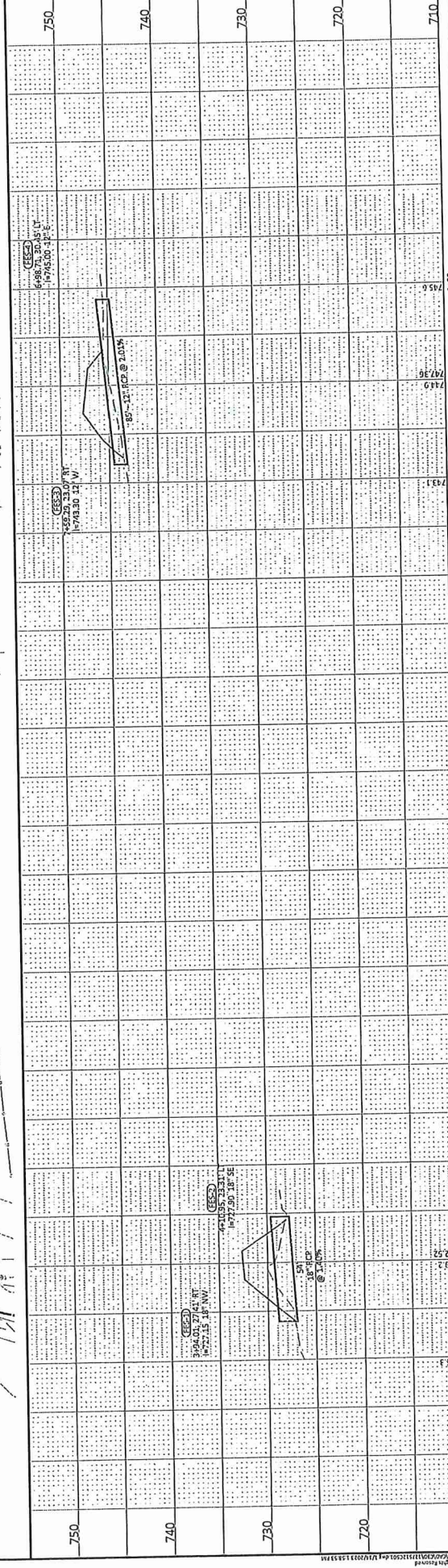
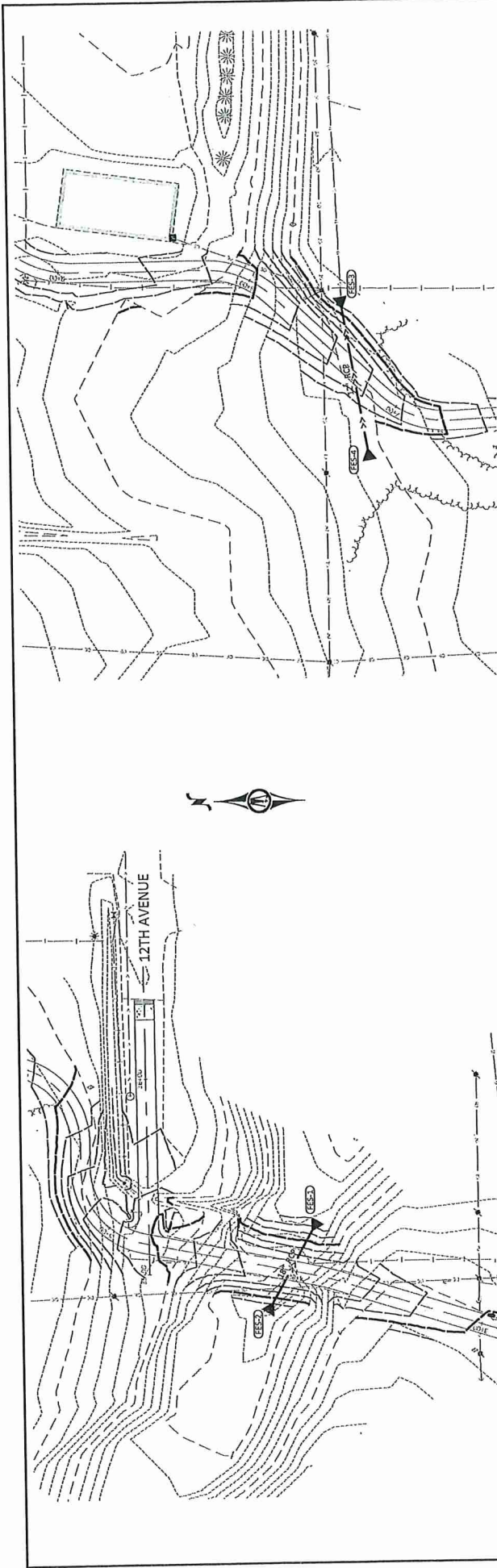
BOLTON & MENK

4500 MILLER TRUNK HIGHWAY, SUITE 350
DULUTH, MINNESOTA 55811
Phone: (218) 729-5939
Email: info@bolton-menk.com
www.bolton-menk.com

CITY OF TWO HARBORS, MINNESOTA
ODEGARD TRAIL
TYPICAL SECTIONS

DATE: 2/13/2022
BY: JTB
CHECKED: JTB
APPROVED: JTB

PROJECT: 22781
SHEET: C1.01



90% PLAN SET

DATE: 01/13/2022

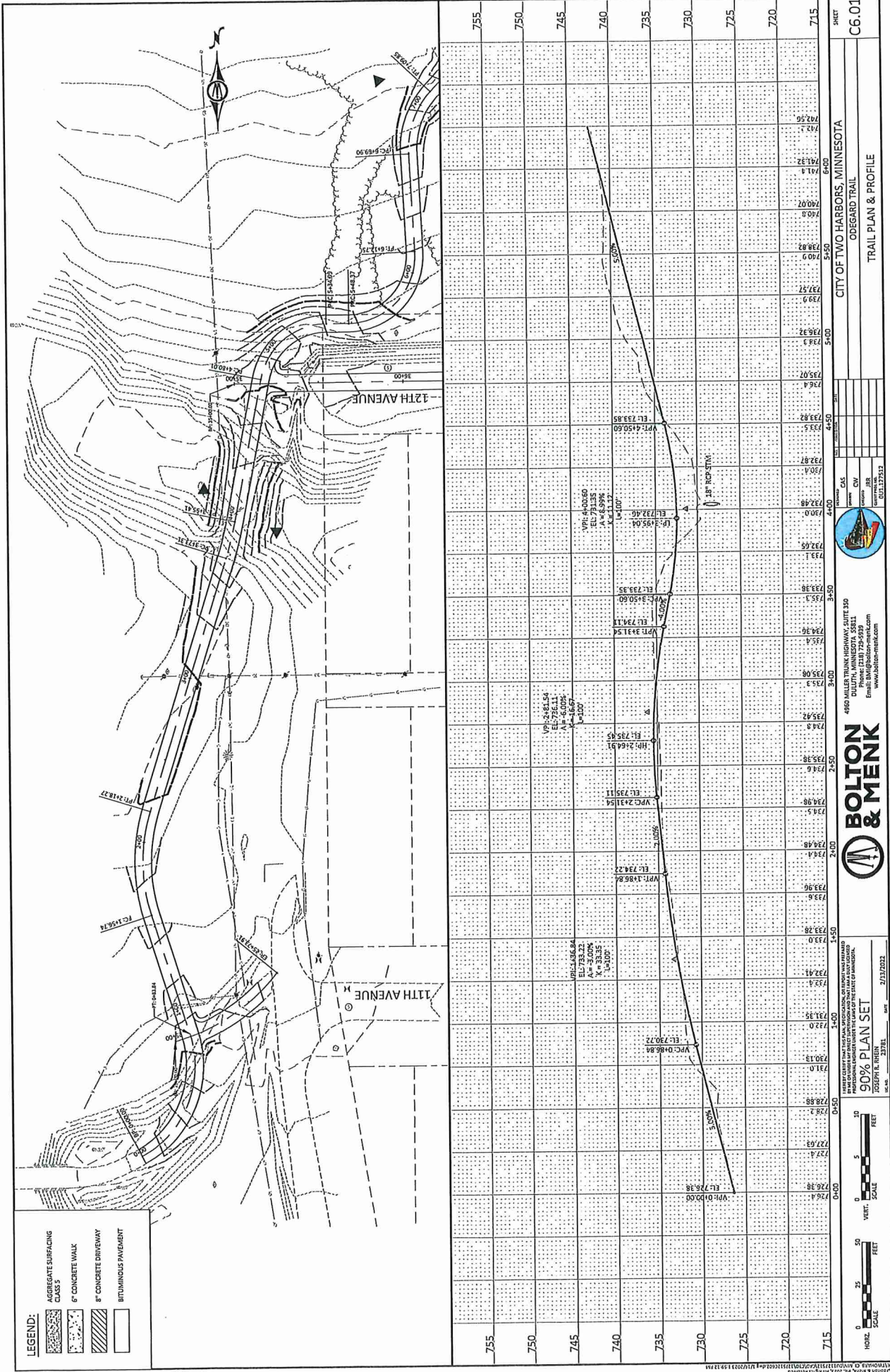
BY: J. GREEN

SCALE: 1" = 20' (HORIZ), 1" = 10' (VERT)

BOLTON & MENK

4860 MILLER TRUNK HIGHWAY, SUITE 150
DULUTH, MINNESOTA 55811
Email: info@bolton-menk.com
www.bolton-menk.com

City of Two Harbors, Minnesota
Odegard Trail
Storm Plan & Profile



4800 MILLER TRUNK HIGHWAY, SUITE 320
DESIGNER: BOLTON & MENK
 4800 MILLER TRUNK HIGHWAY, SUITE 320
 MINNEAPOLIS, MN 55425
 Phone: (763) 725-2339
 Email: BM@bolton-menk.com
 www.bolton-menk.com

90% PLAN SET

DATE: 2/13/2022

SCALE

HORZ: 1" = 20'

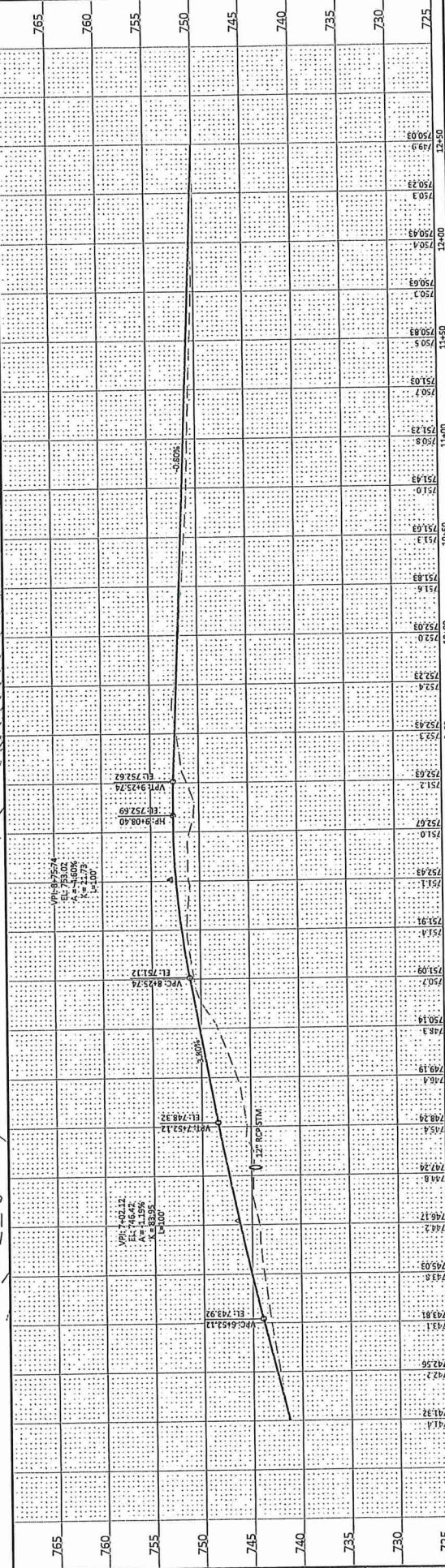
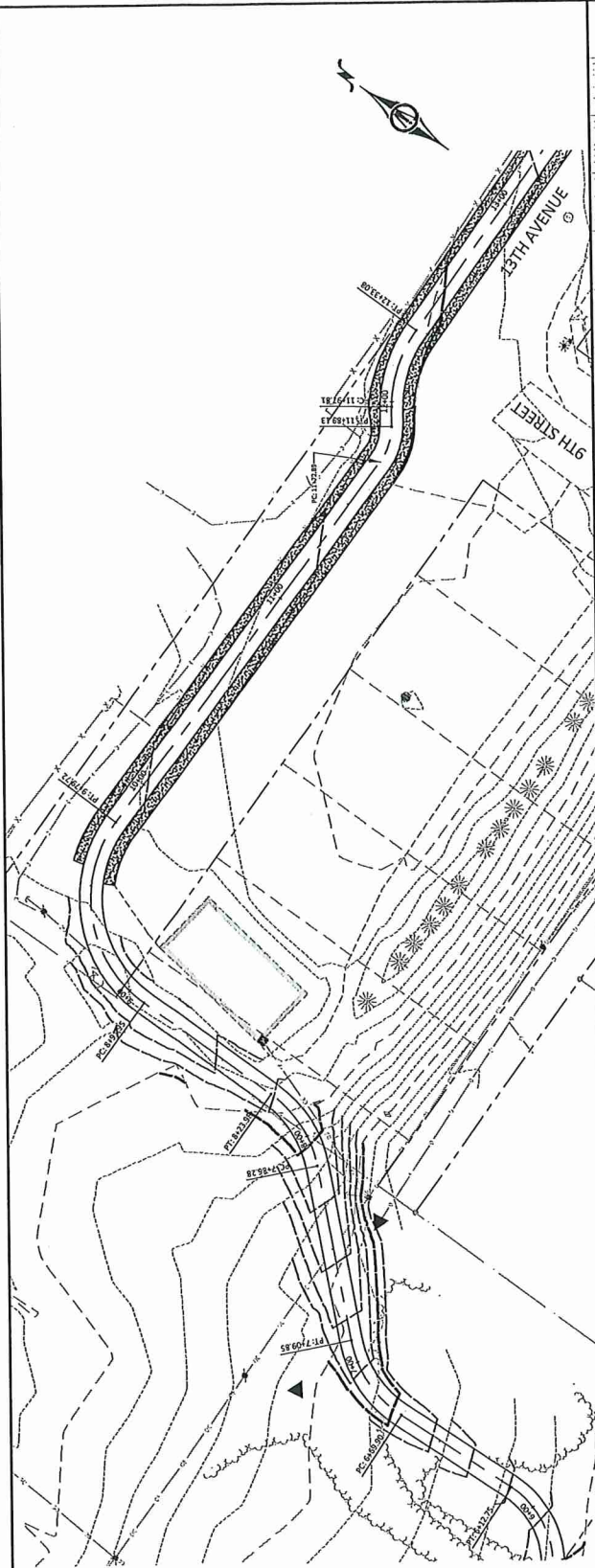
VERT: 1" = 5'

PROJECT: ODEGARD TRAIL

TRAIL PLAN & PROFILE

SHEET: C6.01

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



BOLTON & MENK

4800 MILLER TRUNK HIGHWAY, SUITE 350
DULUTH, MINNESOTA 55811
Email: BM@bolton-menk.com
www.bolton-menk.com

90% PLAN SET

JOSEPH R. RICHEN
DATE: 2/13/2023

CITY OF TWO HARBORS, MINNESOTA

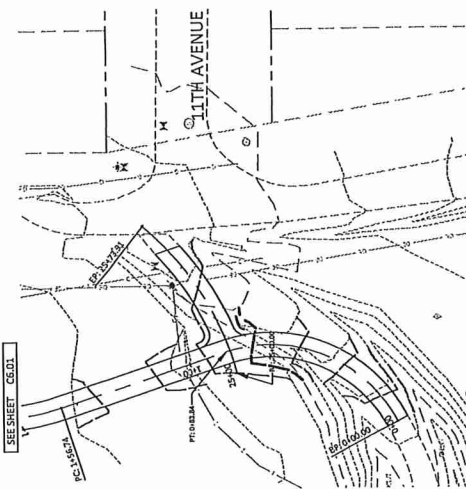
ODEGARD TRAIL

TRAIL PLAN & PROFILE

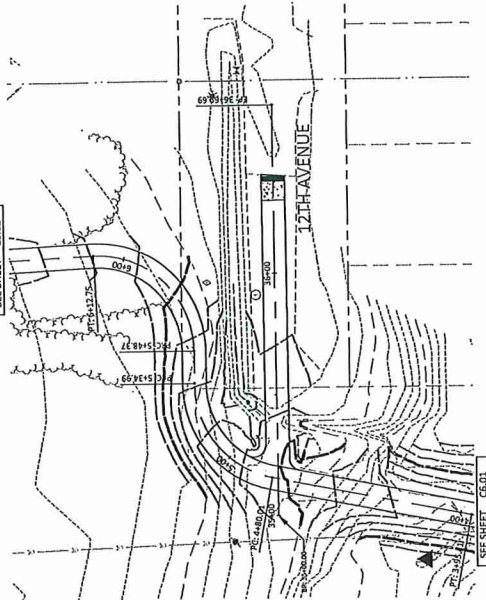
SHEET C6.02

LEGEND:

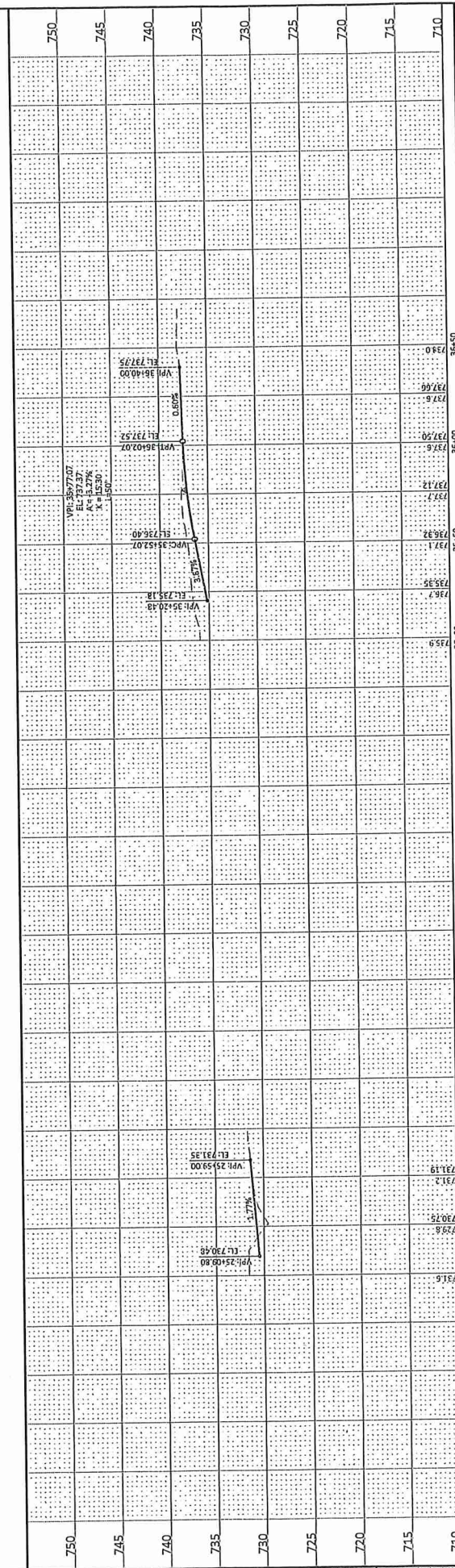
- AGGREGATE SURFACING
CLASS 5
- 6" CONCRETE WALK
- 8" CONCRETE DRIVEWAY
- BITUMINOUS PAVEMENT



SEE SHEET C6.02



SEE SHEET C6.03



90% PLAN SET

JOSEPH R. RHEIN

DATE: 2/13/2022

BOLTON & MENK

4000 MILLER TRUNK HIGHWAY, SUITE 300
DULUTH, MINNESOTA 55811
Email: BM@bolton-menk.com
www.bolton-menk.com

CITY OF TWO HARBORS, MINNESOTA

ODEGARD TRAIL

TRAIL PLAN & PROFILE

SHEET

C6.04



90% PLAN SET

DATE: 2/13/2022

PROJECT: 23781

SCALE: 1" = 40' (0, 50, 100 FEET)

BOLTON & MENK

4950 MILLER TRUNK HIGHWAY, SUITE 350
 MINNEAPOLIS, MN 55412
 Phone: (763) 725-9391
 Email: Bol@bolton-menk.com
 www.bolton-menk.com

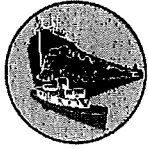
CITY OF TWO HARBORS, MINNESOTA	
ODEGARD TRAIL	
SIGNING PLAN	
DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
PROJECT NO.	23781
SHEET NO.	C7.01



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: 2023 City Deer hunt	Fiscal Impact:	
BACKGROUND: Andy Aug has requested that a City deer hunt be authorized in 2023. The DNR has indicated that a hunt would be authorized with restrictions on the number of permits issued to be determined at a later date. The Police Chief has recommended that not more than 10 permits be issued on public property and that any permits in addition to the 10 on public property that are authorized by the DNR would be issued for private property only.		
COUNCIL ACTION REQUESTED: Authorize a 2023 City deer hunt with restrictions on the number of permits as recommended by the DNR and authorizing no more than 10 permits on public property and an amount over 10 to be issued for private property only.		
RECOMMENDATION: Staff recommends the council action requested.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: Cancelling the THCC Liquor License	Fiscal Impact:	
BACKGROUND: Each year the Two Harbors Curling Club cancels their liquor license effective April 15 to allow the Golf Association to hold a license during the golf season, then at the end of the golf season, the Golf Association cancels theirs so that the Curling Club can serve during their season. This is done because no two licenses can be issued for the same property at any one time.		
COUNCIL ACTION REQUESTED: Cancel the On-Sale and Sunday-On-Sale Liquor License for the Two Harbors Curling Club effective April 15, 2023. RECOMMENDATION: Staff recommends the council action requested.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: Approve the On-Sale and Sunday On-Sale Liquor License of the Two Harbors Golf Association Effective April 16, 2023	Fiscal Impact:	
BACKGROUND: The Two Harbors Golf Association must hold their own liquor license during the golf season. Once the Curling Club's license is cancelled, the Golf Association's license can be approved.		
COUNCIL ACTION REQUESTED: Approve the application, pending the approval of the Chief of Police and receipt of appropriate documents.		
RECOMMENDATION: Staff recommends the council action requested.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: Scheduling of Meeting Appearances	Fiscal Impact:	
BACKGROUND: Members of the City's Public Affairs Committee have expressed displeasure with appearances at City Council Committee of the Whole/Agenda meetings which take up the meeting time allowed and do not allow adequate time for the Council to discuss agenda items.		
COUNCIL ACTION REQUESTED: Scheduling future appearances during Regular City Council meetings, where possible.		
RECOMMENDATION: The Public Affairs Committee has recommended that future appearances be scheduled during the Regular City Council meetings, where possible, to allow for adequate time for Council discussion on agenda items during the Committee of the Whole/Agenda meetings. Staff is in agreement with the recommendation of the Public Affairs Committee's recommendation on this matter.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: Authorize posting of PW Spec. 1	Fiscal Impact:	
BACKGROUND: Following the withdrawal of applications for the position of Public Works Specialist I, there are now only two candidates who appear to qualify for the position. Since there are more than one vacant PW Specialist I. position open, Administration has recommended that the position be re-advertised with hopes of attracting additional candidates.		
COUNCIL ACTION REQUESTED: Authorize a second external posting for the position of Public Works Specialist I.		
RECOMMENDATION: Staff recommends authorizing the posting and the Personnel Committee also made this recommendation.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: Administrative Assistant/Deputy Clerk	Fiscal Impact:	
BACKGROUND: The City Administrative staff has recommended that the positions of Confidential Administrative Secretary/City Clerk/HR be separated into two positions. A draft position description for Administrative Assistant/Deputy Clerk has been drafted.		
COUNCIL ACTION REQUESTED: Approving the position description for the Administrative Assistant/Deputy Clerk position.		
RECOMMENDATION: Staff recommends approval of the proposed position description. The Personnel Committee recommends approval of the proposed position description.		
ATTACHMENTS:		

to be sent over the weekend



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

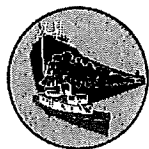
Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: Establishing the base rate of pay for the position of Administrative Assistant/Deputy Clerk	Fiscal Impact:	
BACKGROUND: The City's Administrative Staff used statistics from previous working agreements for positions which were in effect prior to the introduction of human resources duties in addition to data from other cities for positions with similar roles and responsibilities to provide a proposed rate of pay for the position of Administrative Assistant/Deputy Clerk as \$62,469.		
COUNCIL ACTION REQUESTED: Establishing the base rate of pay for the position of Administrative Assistant/Deputy Clerk as \$60,000.		
RECOMMENDATION: The Personnel Committee recommends that the rate of pay be established at \$60,000 in light of the fact that the position would be eligible for overtime.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: Authorize Internal/External Postings for the position of Administrative Assistant/Deputy Clerk	Fiscal Impact:	
BACKGROUND: It is very important that this position be filled in a timely manner.		
COUNCIL ACTION REQUESTED: Authorize the internal/external postings for the position of Administrative Assistant/Deputy Clerk. RECOMMENDATION: Staff recommends the council action requested.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: Northern Wastewater Operations Contract for Class A WWTP License	Fiscal Impact: \$42,625	
<p>BACKGROUND:</p> <p>With the resignation of our previous Water/Wastewater Treatment Plant Superintendent, the City does not have another existing employee who carries the required Class A WWTP License. We have an employee who is currently eligible to test for this certification, but does not want the position on a long-term basis. We have another employee who will be eligible for testing for Class A Wastewater Certification in November of this year, who is interested in the position. City Administrative staff have worked with Bolton & Menk and the City's former Superintendent and identified three options for meeting the Class A requirements, see attached. The Personnel Committee has reviewed the options presented and has recommended the option whereby the proposal of Northern Wastewater Operations (NWO) to provide Class A Wastewater Treatment License services is accepted and an agreement is drafted between the City and NOW from May through the month of November, 2023. At that point, the position would be posted.</p>		
<p>COUNCIL ACTION REQUESTED:</p> <p>Accepting the recommendation of the Personnel Committee to hire a consultant to meet the Class A license requirements for the Wastewater Treatment Facility and directing the City Attorney to draft an agreement between the City and Northern Wastewater Operations for a period beginning May 1 through November 30, 2023 following the MPCA Wastewater Treatment Facility Contract Operator Guidelines.</p> <p>RECOMMENDATION:</p> <p>Staff recommends the council action requested.</p>		
<p>ATTACHMENTS:</p>		

OPTION A

Curt Cavallin - Test for Class A and hold Class A License until Randy Hedin is eligible to test in November 2023

Requesting the following:

- 1 week off to study for test
- Move from 160 hours vacation per year (4 weeks) to max amount 240 hours per year (6 weeks)

10-16 years	160	Curt moved from 120 to 160 hours of vacation for 10 years of service on 01.03.2023
17-24	200	
25+	240	

OPTION B

Hiring a consultant - lowest option Northern Wastewater Operations

Per week (11 hrs @ \$125) 1,375.00

31 weeks \$ 42,625.00

May to November 2023

OPTION C

Begin hiring process immediately to look for a permanent replacement of WWTP Superintendent Heikkila

\$87,713.40 - per current contract (base pay) 47,511.43 base wage (not including benefits)

13 pay dates (May 16th to Nov 30th) 13,221.54 health insurance

1000 dental

230 life insurance & disability

3,634.62 taxes

\$ 65,597.59

Wastewater Treatment Facility

Contract Operator Guidelines – January 2018

Minn. Stat. §§ 115.71 – 115.77 and Minn. R. 9400 require that a wastewater treatment facility maintain at least one person that is certified in a class equal to or higher than the class of the system or facility. Additionally, the certified operator must have direct responsibility for the operation of the facility. Direct responsibility means the wastewater operator has full and active responsibility for the operation of a portion of, or all of, a facility or wastewater collection system. A city manager, superintendent of public works, or other administrative official shall not be deemed to have direct responsibility of a wastewater treatment facility unless they have obtained proper certification.

It is allowable for a permittee to contract with a properly certified operator to meet this requirement provided the contract is submitted to the Commissioner of the Minnesota Pollution Control Agency (MPCA). In order to fulfill the certification requirement the contract must include the following:

- Certified operator name and certificate number
- Period covered by the contract and provisions for renewal
- Duties and responsibilities of the certified operator
- Duties and responsibilities of the permittee
- Provisions for notifying the MPCA 30 days in advance of termination if the contract is terminated prior to expiration date.
- The contract must specify the number of visits that the certified operator will make and length of visit.
 - It is recommended that each visit be a minimum of two hours in length and at the frequency listed in the table below. Each facility's management need is unique and each situation will be reviewed individually.
 - It is emphasized that these hours do not include the time needed to actually complete facility operations and maintenance, only the hours to direct those activities.

Facility classification	Number of visits
Class A	Three times per week
Class B	Two time per week
Class C	One time per week
Class D	One time per month (December – February) One time every two weeks (March – November)

If an unexpected event leaves a permittee without a certified operator, the permit holder is responsible for contracting with or hiring a certified operator as soon as possible. Please note that the permittee must notify the MPCA of a change of certified operator within 30 days.

Please submit a copy of the contract to:

Wastewater Certification Program Administrator
Minnesota Pollution Control Agency
Water Quality Submittals
520 Lafayette Road
St. Paul, Minnesota 55155-4194



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: Appointing Interim Water and Wastewater Treatment Plant Superintendent	Fiscal Impact:	
BACKGROUND: With the retirement of Superintendent Heikkila, the City should appoint someone to serve as Interim Superintendent for the Water and Wastewater Treatment Plants. With the hiring of Northern Wastewater Operations, this individual would work under the direction of Northern Waters for operations of the Wastewater Treatment Facility. Randy Hedin has been trained to perform these duties and was recommended by former Superintendent Heikkila for this position. City policy exists which provides for a rate of pay for this position. It has been recommended by the City's labor attorney that the City not authorize back-pay which was not previously authorized by the Council.		
COUNCIL ACTION REQUESTED: Appoint Randy Hedin to the position of Interim Superintendent of the Water and Wastewater Treatment Facilities under the direction of Northern Wastewater Operations for wastewater treatment operations effective March 28, 2023.		
RECOMMENDATION: Staff recommends the council action requested.		
ATTACHMENTS:		



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: Refer to Utilities Committee, a request for extension of certain utility services beyond City limits.	Fiscal Impact:	
BACKGROUND: John Leupke, President of Serene Quarters, has requested that the City authorize the extension of gas, water and sanitary sewer utilities to a development on East Stanley Road.		
Gas, Water and Sewer Superintendent, Paul Johnson has indicated that the City would be required to own such a natural gas line, however, his recommendation would be that if the City were to extend these services, the water and sewer should not be owned or maintained by the City.		
COUNCIL ACTION REQUESTED: Refer to Utilities Committee, a request by John Leupke, Serene Quarters, a request to extend gas, water and sanitary sewer services to a development on East Stanley Road.		
RECOMMENDATION: Staff recommends a thorough investigation by staff and referral to the City's Public Utilities Committee.		
ATTACHMENTS:		

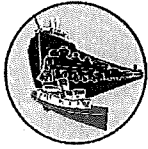


**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: KARRIE SEEBER	Department: UTILITIES	Date: 3/21/23
Agenda Item Subject:	Fiscal Impact:	
BACKGROUND:		
COUNCIL ACTION REQUESTED:		
RECOMMENDATION: ASSESS TO 2024 TAX ROLLS		
ATTACHMENTS:		

ADDRESS	ASSESSABLE CHARGE	ASSESSABLE CHARGES	FEE	TOTAL
1211 7TH AVE	UNPAID UTILITIES	\$ 2,823.93	\$25.00	\$ 2,848.93
807 3RD AVE	UNPAID UTILITIES	\$ 97.96	\$25.00	\$ 122.96
			\$	-
		\$ 2,921.89	\$50.00	\$ 2,971.89



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Golf Course	Date: 03/27/2023
Agenda Item Subject: Consider approving amendment to Two Harbors Golf Association for annual pay in 2023 from \$330,000 to \$397,400	Fiscal Impact: This was discussed during 2023 budget process and budgeted for in 2023.	
BACKGROUND: The Two Harbors Golf Association requested \$431,000 to support the 2023 golf course season, per review and recommendation of the Finance Committee the budget was to increase pay from \$330,000 to \$397,400 for the 2023 season. The THGA has incurred additional expenditure to support the operations. A significant share of the requested increase is in wages, which allows the THGA to offer competitive wages to all staff and retain the on-course superintendent and general manager.		
COUNCIL ACTION REQUESTED: Approve amendment to the Two Harbors Golf Association Contract for 2023		
RECOMMENDATION: Approve amendment to the Two Harbors Golf Association Contract for 2023		

AMENDMENT TO GOLF COURSE CONTRACT
FOR TWO HARBORS GOLF COURSE CLUBHOUSE
AND TWO HARBORS GOLF COURSE

THIS AMENDMENT TO GOLF COURSE CONTRACT made and entered into this 26th day of March 2024, modifies and amends the GOLF COURSE CONTRACT FOR TWO HARBORS GOLF COURSE CLUBHOUSE AND TWO HARBORS GOLF COURSE dated March 21, 2021 ("Contract"), as follows:

~~is by and between the City of Two Harbors, a Minnesota charter city of the Count of Lake, State of Minnesota, hereinafter referred to as "City", and Two Harbors Golf Association, Inc. ("THGA"), a Minnesota non-profit corporation organized under the laws of the State of Minnesota, hereinafter referred to as "Contractor". This Agreement replaces and supersedes any earlier agreement and/or understanding between the parties.~~

~~The parties acknowledge the following:~~

- ~~A. City is a Minnesota charter city located in Lake County and with its address at 522 First Avenue, Two Harbors, MN 55616 and is the owner of a public park which contains a public municipal golf course known as Lakeview National Golf Course.~~
- ~~B. The Golf Course has, as part of the City recreation program, long provided public recreation and benefits to the community, its citizens, residents and area visitors, and the City wishes and needs to continue to provide such public facilities, recreation, and services to the public.~~
- ~~C. City has the right to utilize the building owned by the Two Harbors Curling Club, Inc. ("THCC") for any purpose related to the operation of the Golf Course pursuant to the Lease.~~
- ~~D. City owns or leases all grounds equipment, supplies, and miscellaneous items in the maintenance building and cart building located on the Golf Course, except for private carts as inventoried on March 14, 2018, and agrees the Contractor may use any or all items for the operation of the Golf Course.~~
- ~~E. Contractor and its Board of Directors were created with the goal to sustain and improve recreational golf opportunities for the City of Two Harbors residents and visitors.~~
- ~~F. City desires to retain the services of the Contractor pursuant to Minnesota Statutes including, Section 471.191, to operate and manage the Golf Course and appurtenant facilities for the purpose of obtaining qualified expert management and maintenance of the Golf Course on behalf of City and the public and to keep and maintain the Golf Course as part of the City's recreation program.~~

~~In consideration of their mutual promises, the parties agree as follows:~~

ARTICLE I DEFINITIONS

- 1.1. ~~"Administrator" means the then City Administrator of the City.~~
- 1.2. ~~"City" means the City of Two Harbors.~~
- 1.3. ~~"Course", "Golf Course" or "Premises" refers to the real property of the Golf Course excluding the clubhouse located here on, but including any easements appurtenant thereto, and any equipment, tools and parts located on the Golf Course at the time of execution of this Agreement and acquired and/or added to or replaced from time to time during the term of this Agreement.~~
- 1.4. ~~"TeeSnap System" means the golf course software program utilized for Golf Course transactions and record keeping.~~
- 1.5. ~~"Golf Course Clubhouse" refers to the clubhouse and any equipment, tools and parts located in the Golf Course Clubhouse at the time of execution of this Agreement and acquired and/or added to or replaced from time to time during the term of this Agreement. The Golf Course Clubhouse is owned by the THCC and leased by the THCC to City pursuant to the Lease.~~
- 1.6. ~~"Golf Season" refers to the period of time the Contractor shall provide services for the City. Generally, this will be from April 15 to October 15 of each year of the Agreement, but dates may change if agreed upon by the Administrator, Contractor, and any other required party.~~
- 1.7. ~~"Lease" means that certain Amended and Restated Lease Agreement between Two Harbors Curling Club, Inc. and City dated March 26, 2021.~~
- 1.8. ~~"Leased Premises" refers to the area in the Golf Course Clubhouse that the City has rights to use under the Lease. It is understood that Lease Premises include the entire Golf Course Clubhouse, except for the area commonly known as the Ice Area, and including what is commonly known as the Food Shack located on the Golf Course.~~
- 1.9. ~~"Contractor" means the Two Harbors Golf Association, Inc.~~
- 1.10. ~~"Required Equipment" means the equipment described on Exhibit 1.11 attached hereto.~~
- 1.11. ~~"THCC" means the Two Harbors Curling Club, Inc.~~

ARTICLE II APPOINTMENT AND ACCEPTANCE

~~SCOPE OF SERVICES~~

~~City hereby exclusively engages Contractor to operate and manage the Golf Course pro shop, grounds, and food and beverage services based upon the terms and conditions hereinafter set forth.~~

~~2.1 Contractor's Services and Responsibilities.~~

~~2.1.1. Contractor will deliver services reasonably and necessary to operate and sustain the Golf Course during each Golf Season during the term of this Agreement.~~

~~2.1.2. Contractor will hire and train appropriate staff to perform the duties outlined in this Agreement.~~

~~2.1.3. Contractor will set the golf green fees and rate structure, along with pricing strategies for the pro shop and food and beverages for each season covered under this Agreement. Golf green fees and other charges shall be competitive with other golf courses within thirty (30) miles of the Golf Course. Contractor has full discretion on employment salaries and wages and may offer golf, in exchange for services. Contractor shall, in good faith to City, allocate a fair share to golf green fees and carts that are part of the combined golf, food prizes, etc. packages.~~

~~2.1.4. Contractor's operational duties and responsibilities include, but are not limited to, the following:~~

~~2.1.7.1. All items set out above in this Agreement.~~

~~2.1.7.2. Contractor shall, at its own expense, operate and maintain the kitchen, toilets, public areas, and main lobby of the Golf Course Clubhouse in a neat, safe, and presentable condition and according to the Health Department standards for eating establishments, whether Contractor acquires an eating establishment license or not. Contractor shall at its own expense, inspect for compliance and remedy any deficiencies.~~

~~2.1.7.3 Contractor shall continue and further develop the Junior Golf program at the Golf Course.~~

~~2.1.7.4. Contractor shall work with the local media to report scores, promote events, and inform the community about Golf Course.~~

~~2.1.7.5. Contractor may at its own expense, promote and market the Golf Course to create a positive, customer friendly facility.~~

~~2.1.7.6. Contractor shall, at its own expense, conduct all operations under this Agreement in strict compliance with the laws of the United States, the State of Minnesota, and the City of Two Harbors, and with the rules and regulations of all City, State, and Federal~~

bureaus and departments. Contractor agrees to procure all licenses and official permits necessary for carrying out of the provisions of this Agreement.

~~2.1.7.7 Upon request, Contractor shall assist in planning and presentation of short and long range capital improvements needed at the Golf Course, to assist the City in preparing an annual budget for the Golf Course, and to recommend strategies that will enhance revenues and assist in presenting them to the City Council.~~

~~2.1.7.8. Contractor shall schedule all tournaments, leagues, and special events at the Golf Course. Contractor shall advise the work closely with various clubs, leagues, and tournament sponsors who hold such events.~~

~~2.1.7.9 Contractor will devote its best efforts to performing this Agreement.~~

~~2.1.7.10. Pursuant to Minnesota Statutes Section 471.425, Subd. 4a. Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any disputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, Contractor shall pay the actual penalty due to the subcontractor. City shall have no responsibility for agreements entered by the Contractor for services performed by the Contractor.~~

~~2.2 City Services and Responsibilities~~

~~2.2.1. City agrees to provide space on its official web site for information, rates, news, and updates regarding the Golf Course.~~

~~2.2.2. The City agrees to provide in-kind services, if City workload and resources are available, for the betterment of the Golf Course grounds, buildings, and equipment. This is in addition to any other specific contributions of time, equipment, and materials outlined in this Agreement.~~

~~2.2.3. City will pay for any City water used for irrigation of the Golf Course, and all utilities related to the clubhouse and all buildings and grounds during the term of the Golf Season.~~

~~2.2.4. City will enter into a lease agreement to provide a minimum of 40 motorized carts for the use and rental at Lakeview National during the entire term of this contract. City will also be responsible for all insurances related to the lease terms and use terms while at Lakeview National.~~

~~2.2.5. City will also be responsible for paying for fuel use in the operation of the golf carts. Contractor will provide City a monthly invoice during the Golf Season for the fuel used in the golf carts during the preceding month. City will promptly pay such invoice.~~

ARTICLE III
EQUIPMENT, FIXED ASSETS AND INVENTORY

~~3.1 On-Course Operations.~~

~~3.1.1. City and Contractor agree that the Required Equipment is the minimum equipment needed for proper maintenance and upkeep of the Golf Course.~~

~~3.1.2. Prior to the start of each Golf Season in each year of this Contract the Contractor and Administrator will determine if the Required Equipment is available and useable.~~

~~3.1.3. The City has a Capital Improvement Plan in which capital purchases have been identified for the Golf Course over a 5-year period. The Finance Director and Golf Course Manager will work together to identify the Golf Course capital equipment needs.~~

~~3.1.4. Contractor will perform routine preventative maintenance (examples: changing belts & oil, grease, sharpening blades, cleaning) and monitor the condition of all onsite equipment during the term of the Agreement. The Contractor will provide a monthly update of equipment condition to the Administrator.~~

~~3.1.5. In the event that any equipment fails as a result of life-cycle limits or neglect prior to the start of this contract the City will promptly repair, lease or purchase equipment to replace any item of Required Equipment.~~

~~3.2 Contractor shall manage all aspects of the maintenance of the Golf Course as a public golf course. Contractor shall be specifically responsible for:~~

~~3.2.1. Hiring, firing and compensation of all maintenance staff.~~

~~3.2.2. Daily course maintenance.~~

~~3.2.3. The Golf Course irrigation system.~~

~~3.2.4. Fairway and greens care.~~

~~3.2.5. Rough and sand trap care.~~

~~3.2.6. Tee box and cart path upkeep.~~

~~3.2.7. Driving range maintenance.~~

~~3.2.8. Opening and closing the course seasonally and daily.~~

~~3.2. Routine preventative maintenance of all equipment.~~

~~3.3. Contractor shall be diligent in the maintenance of the Golf Course and shall do those things necessary to give the public adequate and proper service.~~

~~3.4. The parties intend by this Contract to continue the public recreational purpose of the Golf Course. This Contract shall be performed, applied and interpreted to attain that objective. City retains regulatory power and control sufficient to assure that such public recreational purpose will be achieved.~~

ARTICLE IV **PRO SHOP AND LEASE PREMISES OPERATION**

~~4.1. The City agrees to assign all rights of use the portion of the Golf Course Clubhouse Building that is on the Leased Premises, including the food shack, along with any applicable equipment and inventory, to Contractor for exclusive use during the term specified in this contract. The City will provide and review with the Contractor all requirements and stipulations contained in the Lease and Contractor will comply with all of the terms of the Lease.~~

~~4.2. City requires the Contractor to use a point of sale system located in the pro shop area which is currently the TeeSnap System. Contractor may acquire additional point of sale terminals for food and beverage or other operations and utilize all programs and services provided through the TeeSnap System.~~

~~4.3. Contractor will use the credit card processing vendor designated by the City will pay all applicable fees associated with credit card transactions.~~

~~4.4 Contractor will use the point of sale system for its food and beverage operations and Pro Shop purchases. City will pay all fees associated with the point of sale system and credit card fees for the revenue generated from green fees. Contractor will purchase equipment to network with the point of sale system and for the kitchen or on-course remote access. Contractor acknowledges that the City will have access to all point of sale transaction reports remotely at City Hall.~~

~~4.5. Contractor will staff the pro shop area and food and beverage operation from 7:00 a.m. or 15 minutes before sunrise, whichever is later to 8:00 p.m. or 15 minutes after sundown, whichever is earlier, every day during the Golf Season. Contractor is not required to staff the pro shop and food and beverage area if the course is deemed unplayable.~~

~~4.6. Contractor shall operate and manage all aspects of the operation of the Golf Course Clubhouse including food and beverage service, driving range, golf cart rental, special events, pro shop, golf club rental, sales transactions, promotion, and managing the Contractor's workforce. The Contractor may provide or refer patrons for golf lessons and golf club repair. Contractor shall be specifically responsible for:~~

~~4.6.1. Hiring, firing and compensation of all pro shop staff, food and beverage service staff, rangers and starters.~~

~~4.6.2. Daily clubhouse operations.~~

~~4.6.3. Opening and closing clubhouse seasonally and daily.~~

~~4.6.4. Taking reservations for tee times.~~

~~4.6.5. Collecting fees.~~

~~4.6.6. Hiring, firing and compensating rangers.~~

~~4.6.7. Providing food and beverage services.~~

~~Contractor shall be diligent in the operation for the Golf Course and shall do those things necessary to give the public adequate and proper services, and at a price that shall be just and reasonable under the circumstances, and to maintain the Golf Course Clubhouse operated by Contractor open to all persons upon equal terms. It is understood and agreed that such charges and prices shall be similar to prices charged for the same goods and services sold and provided under similar circumstances in the community.~~

~~4.7. Contractor shall be entitled to obtain golf carts for special tournaments and events if the golf carts leased by the City are insufficient in number to properly service the tournament or event. City will be responsible for the payment of extra carts ordered for events.~~

~~4.8. Contractor will manage and maintain the driving range. Any inventory may be used, and contractor has the right to remove and use ball from any ponds on the golf course for use on the driving range or Pro Shop sales.~~

~~4.9. City agrees the Contractor may use all logos and the name Lakeview National or Lakeview National Golf Course for marketing, promotions, and brand identity on pro shop and food and beverage items. Examples include but are not limited to newspaper, magazine, radio and television advertising, official web site, social media, promotional literature, coupons, certificates, cups, apparel, and golf balls. Contractor will provide a monthly report of all ongoing marketing efforts and provide analysis of goals and outcomes. Any use of the official City of Two Harbors logo must be approved by the Administrator. However, Contractor may use the name of City in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Contractor agrees to provide City with a copy of any such document. City retains the ownership of all logos.~~

~~4.10. Contractor shall provide an adequate supply of score cards, pencils, and driving range balls for use on the Golf Course. Contractor will stock and maintain a pro shop for the convenience of golf course customers. Items must include, but are not limited to, golf balls, tees, apparel, gloves, and hats.~~

ARTICLE V

FINANCIAL MANAGEMENT

~~5.1. Contractor will record and deposit all revenues generated by result of season tickets, greens fees and cart fees (collectively "Golf Course Revenues") on behalf of the City. Contractor will submit revenue collected on behalf of the City and supporting documentation monthly on a schedule agreed upon by the City Finance Director.~~

~~5.2. Contractor retails all rights and revenues from the Pro Shop, Driving Range, and Food and Beverage sales.~~

~~5.3. Contractor will provide monthly summaries of golf course operations related to on course work and greens fees sales and trends.~~

~~5.4. City is responsible for all debt service obligations related to the Golf Course.~~

~~5.5. Contractor shall develop a list of required equipment to maintain, in good working condition, the irrigation system at the Golf Course and Required Equipment, including the Golf Course and all physical structures which are part of the Golf Course and Golf Course Clubhouse, and all vehicles and other maintenance equipment necessary to the maintenance and operation of the Golf Course in the normal course of business.~~

~~5.6. Contractor will outline what course improvements will be scheduled for each golf season covered under this contract. Should the City desire more improvements, City must pay for such improvements.~~

~~5.7. Contractor shall pay and discharge as they become due and before delinquency or penalty attaches, all taxes, assessments, charges and fees which may be levied, assessed, charged or imposed during the term of this Agreement.~~

~~5.8. Contractor will provide a summary of its financial operations for the preceding Golf Season before November 1 of each year covering the preceding Golf Season before November 1 of each year during the term of this Agreement.~~

~~5.9. The City has annual audits, Contractor will provide upon request supporting documents of Golf revenues for the year with rounds played and current rates.~~

~~5.10. Contractor may not lease, sublease or assign any of its management and operational duties under this Agreement without first obtaining the written consent of the City, which assignment may be approved, approved on conditions or withheld in the City's sole and absolute discretion.~~

~~5.11. Contractor will collect sales tax and submit reports for all golf course sales tax revenue. Contractor will submit its own sales tax for food and beverage and Pro Shop purchases.~~

~~5.12. Revenues collected from gift certificates, which have no expiration date, will be collected and set aside in a designated fund. Contractor will maintain the fund during the duration of the Contract and will turn over any remaining revenue to the termination of this Contract for future redemption. Promotional certificates, event certificates or Golf Course Clubhouse credits, which may have an expiration, are the responsibility of Contractor.~~

~~5.13. Contractor may provide complimentary green fees and carts for donations requests, promotional opportunities and any other circumstance that can increase exposure and improve the reputation for the Golf Course.~~

ARTICLE VI **CITY PAYMENTS**

6.1. City agrees to pay ~~the Two Harbors Golf Association, Inc. Contractor the sum of~~ \$330,000 in 2021, with ~~three~~ two payments of \$165,000 on ~~April March 1, 2023 and~~ May 1st, 2023, and ~~one payment of \$131,400 on and July 1, 2023.~~ st. City agrees to pay \$330,000 for each season in 2022 and 2023 following the same schedule in 2021. Notwithstanding the foregoing, the amount payable by City to Contractor in 2022 shall not exceed the Golf Course Revenues received by City for the 2021 Golf Course season without the prior approval of the City and the amount payable by City to Contractor in 2023 shall not exceed the Golf Course Revenues received by City for the 2022 Golf Course season without the prior approval of the City.

~~6.2. Contractor shall expend at least \$15,000 during each Golf Season on capital projects beyond regular maintenance. Capital projects would include tee box improvement, revitalization/creation of the putting green/practice area, weather shelters, irrigation repair, improvement and infrastructure replacements, equipment purchases/leases, signage, etc. In the event of an equipment lease, the City must approve the lease and Contractor will submit contributions to a lease payment if agreed upon by both parties. The Contractor will submit contributions for any lease payments that may extend out the term of the Contract.~~

In all other respects the Contract dated March 26, 2021, remains in full force and effect.

ARTICLE VII **TERM**

~~7.1. The term of this Contract will be from date hereof until December 31, 2023.~~

~~7.2. Contractor will retain exclusive rights through the entire term unless terminated as provided for in this Agreement.~~

~~7.3. This contract does not preclude Contractor from engaging in a separate agreement with the THCC outside of the operational dates defined as the golf season.~~

ARTICLE VII TERMINATION

~~8.1. City may, with 60 days' notice to Contractor, terminate this Agreement at the end of each Golf Season during the term of this Contract if any of the agreed upon terms in this Contract were not met or Contractor does not perform the obligations of the Lessee under the Lease. City must notify Contractor of each deficiency in writing and reference the specific terms not being met.~~

~~8.1.1. City may offer Contractor the opportunity to correct any deficiency and revoke the termination order.~~

~~8.2. Contractor may, with 60 days' notice to the City, terminate this Agreement at the end of each Golf Season terminate based on financial hardship or lack of adequate staffing.~~

~~8.2.1. City may offer to negotiate with the Contractor and change the terms of this Contract in order to retain the Contractor for the remainder of the term.~~

~~8.3. city may also terminate this Agreement at the end of each Golf Season if City determines that it intends to sell the Golf Course or discontinue its involvement in the Golf Course.~~

~~8.4. Either City or Contractor may demand the other party renegotiate the terms of this Contract if the Golf Course Revenues received by City for any Golf Season during the term of this Contract are less than \$200,000. Any request for renegotiation must be made before December 1 of each year and the parties shall negotiate in good faith adjustments to the Contract to recognize the goal of the City to end its operational subsidy of the Golf Course operations. The negotiations must be completed by February 1 of the following year. In the event the negotiations do not result in a mutually acceptable agreement, then, in that event, either City or Contractor may terminate this contract with the termination to be effective as of February 15 of the year in which the termination is effective.~~

ARTICLE IX COMPLIANCE WITH LAWS

~~9.1. The Golf Course Clubhouse shall be managed to always be in compliance with all applicable laws, including life safety codes, State and Federal civil rights, or human rights laws, health regulations, drug and alcohol controls. Should Contractor become aware of any aspect of the operation that may not be in compliance with an applicable law or regulation, then Contractor shall so inform City and City will be responsible for taking the necessary actions to achieve compliance. Contractor shall not commit or allow its employees or agents to commit any criminal offenses upon the Golf Course Clubhouse or to act in a manner that shall reflect negatively towards the City.~~

ARTICLE X

INDEPENDENT CONTRACTOR-THIRD PARTY BENEFICIARY

~~10.1. The parties intend that Contractor shall exercise independent judgment and control the manner and means of Contractor's performance, and function as an independent contractor.~~

~~10.2. Contractor 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.~~

~~10.3. Contractor shall not disclose any financial, operational or other information it is provided or obtains with respect to the Golf Course or the operations conducted by it under this Contract without prior written consent of the City.~~

ARTICLE XI **SALE OF INTOXICATING LIQUOR**

~~11.1 Contractor may apply to the City for an on-sale intoxicating liquor license for sale of on-sale intoxicating beverages at the Golf Course incidental to the use of the Golf Course by the public. Contractor shall apply for such liquor license in the normal and customary manner required of all liquor license applicants, with the understanding that sales will only occur during the Golf Season, with days exclusive of other tenants of the Leased Premise. City will promptly process such license application in the customary manner required by law and will grant the application in a timely manner if such application and renewals are approved by the appropriate City bodies, and if Contractor complies with all requirements of the law in the obtaining, holding and operation of the Golf Course so the Contractor may at all times lawfully sell alcoholic beverages. Contractor must comply with all qualifications and other liquor law requirements. Contractor shall be solely responsible for dealing with any alcohol related issues that occur on the Golf Course.~~

~~11.2. Any and all alcoholic beverage and other licenses and permits issued by the City to Contractor shall be held by the Contractor in Contractor's name.~~

~~11.3. No alcoholic beverage or other license or permit issued by City to Contractor shall be transferable or transferred, except in compliance with applicable law and ordinances.~~

~~11.4. Contractor shall, at all times, comply with federal, state, and local laws governing alcoholic beverages and their sale and consumption.~~

ARTICLE XII **TURF CONSULTANT, DAMAGE OR DESTRUCTION AND MODIFICATIONS**

~~12.1. City has right, at any and all times, solely at its own expense and without cause, to retain or employ one or more turf consultant(s), other expert(s) and/or other person(s) to inspect, examine and report to the City pertaining to the condition, nature and/or quality of the Golf Course. Contractor hereby expressly authorizes such inspection(s) and examination(s) and grants the City and its employees, agents, and representatives, at all times, access to the Golf Course, and any facilities, structures and equipment it owns.~~

~~—— If, as a result of such inspection the City makes a recommendation concerning the care or protection of the turn in the Golf Course, Contractor shall as soon as reasonably possible substantially initiate full implementation of the recommendation and shall complete such full implementation within a reasonable period of time, as specified by the turf consultant or if Contractor cannot do so, requires the City to do so. Any additional cost of implementation will be the responsibility of the City.~~

~~—— 12.2. Should any part or whole of the Golf Course be damaged or destroyed so as to render the entire Golf Course untenable or unfit for the purposes of this Agreement, the parties shall negotiate reasonably and in good faith regarding what, if any, provision(s) of the Agreement may be modified, suspended or amended so as to effectuate the intent of this Agreement to provide ongoing quality public golf course services to the general public.~~

~~—— 12.3. Contractor shall not make any modifications to the Golf Course, or changes to facilities, or to services, without the prior written consent of City.~~

ARTICLE XIII

USE AND CARE OF CITY GOLF FURNITURE, EQUIPMENT, TOOLS AND PARTS

~~—— 13.1. During the term of this Agreement, Contractor shall have the right to use and operate the furniture, equipment, tools and parts owned by City located in any applicable Golf Course facilities on the date of this Agreement.~~

~~—— 13.2. City is a party to leases for golf carts and course maintenance equipment. During the term of this Agreement, Contractor shall have the right to use and operate the golf carts and equipment leased by City. Contractor shall perform all routine repair and maintenance duties and obligations of City pursuant to said leases. If any lease terminates during the term of this Agreement, Contractor shall cause all equipment subject to such lease(s) to be delivered as provided by the lease(s).~~

~~—— 13.3. Contractor may, from time to time, rent City equipment from the City maintenance operation, provided that City has such machinery or equipment then available for the Contractor's use. City, however, may require that the machinery or equipment be operated by a City employee and that the employee's compensation be added to the rental cost.~~

ARTICLE XIV

BACKGROUND CHECKS

~~—— City shall conduct criminal background checks on Contractor's employees before hiring such employee before each Golf Season.~~

ARTICLE XV

INDEMNITY AND INSURANCE

~~15.1. Contractor Insurance. All services to be performed by Contractor hereunder shall be performed in a skilled, professional and non-negligent manner. Contractor shall obtain and maintain at his/her/its cost and expense:~~

~~15.1.1. Comprehensive general liability insurance that covers the consultant services performed by Contractor for City with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00):~~

~~15.1.2. Errors and omissions or equivalent insurance that covers the consultant services performed by Contractor for City with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00):~~

~~15.1.3. Worker's compensation insurance covering Contractor (if an individual) all of Contractor's employees with coverages and limits of coverage required by law:~~

~~Contractor shall indemnify and hold harmless City from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities and damages arising out of the performance of his/her/its services hereunder:~~

~~Contractor certifies that Contractor is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Contractor (if an individual) nor Contractor's employees and agents will be considered City employees. Any claims that may arise under any third party as a consequence of any act or omission on the part of Contractor or any employee of Contractor are in no way City's obligation or responsibility. By signing this Agreement, Contractor certifies that Contractor is in compliance with these laws and regulations:~~

~~Contractor shall deliver to City, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Contractor has the insurance required by this Agreement in full force and effect. City shall be named as additional insured under such Contractor's comprehensive general liability policy. The insurer will provide at least thirty (30) days prior written notice to City, without fail, of any cancellation, non-renewal, or modification of any of the Contractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City, without fail, of any cancellation of any of the Contractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. Contractor shall provide City with appropriate endorsements to Contractor's comprehensive general liability policy reflecting the status of City as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided City by the insurance company providing such insurance policy to Contractor:~~

~~The Contractor shall require any subcontractor permitted by City under Section 2 hereof to perform work for Contractor on the Project to have in full force and effect the insurance coverage required of the Contractor under this Agreement before any subcontractor(s) begin(s) work on the Project. Contractor shall require any such subcontractor to provide to Contractor a certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Contractor and City shall be named as additional~~

~~insureds under such policies. The insurer will provide 30-day written notice to City and contractor, without fail, of any cancellation, non-renewal, or modification of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to City, without fail, of any cancellation of any of the subcontractor's comprehensive general liability policy or coverage evidenced by said certificate(s) for nonpayment of premium. City shall also be provided with appropriate endorsements to subcontractor's comprehensive general liability policy reflecting the status of City as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided City by the insurance company providing subcontractor's comprehensive general liability policy.~~

~~15.2. City Insurance. City shall keep and maintain insurance on the Golf Course Clubhouse and all equipment and supplies owned by it and public liability insurance. Contractor shall be named as an additional insured on the City's policies.~~

ARTICLE XVI **DEFAULTS; BREACH**

~~16.1. Any or all of the following shall be considered events of default or breach of this Agreement:~~

~~16.1.1. By Contractor:~~

~~16.1.1.1. If the contractor fails to pay any of the amounts due or fails to pay any such amount(s) when due, or fails to provide any monthly, annual or other financial report, statistic or information to the City, when, how and as required in this Agreement, and any such default continues unremedied for a period of ten (10) days after written notice of such default or failure to perform has been mailed to contractor.~~

~~16.1.1.2. If Contractor fails to perform or observe any other covenant, obligation, promise, agreement, commitment or condition contained in this Agreement, and any such default continues unremedied for a period of sixty (60) days after written notice of such default or failure to perform has been mailed to the contractor.~~

~~16.1.1.3. If Contractor makes an assignment of its property for the benefit of creditors.~~

~~16.1.1.4. If Contractor petitions any court to be adjudged a bankrupt or seeks any other debtor judicial relief.~~

~~16.1.1.5. If a petition in bankruptcy is filed in any court against the Contractor.~~

~~16.1.1.6. If Contractor is judicially determined to be insolvent.~~

~~16.1.1.7. If Contractor is adjusted a bankrupt.~~

~~16.1.1.8. If a receiver or other office is appointed to take charge of the whole or any part of Contractor's property or to wind up or liquidate its affairs.~~

~~16.1.1.9. If Contractor seeks a reorganization under any of the terms of the Federal Bankruptcy Code, as amended, or under any other federal or state debtor or insolvency laws.~~

~~16.1.1.10. If Contractor admits in writing its inability to pay its debts as they become due.~~

~~16.1.1.11. If any final judgment is rendered against Contractor and remains unsatisfied or unbonded against for a period of sixty (60) days from the date on which it shall become docketed.~~

~~16.1.1.12. If Contractor abandons any material part, portion or whole of the Golf Course.~~

~~16.1.1.13. If Contractor breaches any provision of this Agreement which carries an additional, specific, immediate or without prior notice remedy to the City.~~

~~16.1.1.14. If Contractor is convicted of any criminal offense committed on the Premises or allows any of its employees to commit a criminal offense of which the employee is convicted on the premises.~~

~~16.2. In the event of any or all such defaults or breaches by Contractor the non-defaulting party may, at its option and in addition to any and all other rights and remedies it may have at law, in equity or elsewhere under this Agreement against the defaulting party including, but not limited to, expressly the specific enforcement hereof, have the cumulative right to terminate this Agreement and any and all rights, titles and interests of whatsoever kind or nature of the defaults hereunder. The cancellation of this Agreement shall not constitute nor shall it be construed to constitute either a cancellation or waiver by the non-defaulting party.~~

ARTICLE XVII **WAIVER OF BREACH**

~~The waiver by the City of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.~~

ARTICLE XVII **FORCE MAJEURE**

~~Under the terms of the Agreement, neither party shall be considered in default or in breach of any of the terms with respect to the performance of their respective obligations under this Agreement in the event of enforced delay in the performance of its obligations due to~~

~~unforeseeable causes beyond its control and without its fault or negligence, including but not limited to acts of God, acts of public enemy, acts of the federal government, acts of a third party, fire, floods, epidemics, strikes or embargoes.~~

ARTICLE XIX **NOTICES**

~~Any notice required by law or this Agreement is sufficient if delivered personally, or mailed, sufficient postage prepaid to the following names and addresses:~~

~~If to City: City of Two Harbors
522 First Avenue
Two Harbors, MN 55616
If to Contractor: Two Harbors Golf Association, Inc.
1649 7th Ave.
Two Harbors, MN 55616~~

ARTICLE XX **ENTIRE AGREEMENT**

~~This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter thereof.~~

ARTICLE XXI **ANNUAL REVIEW**

~~Annually at the end of each Golf Season, beginning in 2019, representatives of the City and representatives of the Contractor will tour the Golf Course, Golf Course Clubhouse and Golf Course related facilities (collectively "Golf Course Facilities"). After such tour, the Contractor shall develop a list of immediate items that need to be addressed before the winter season sets in; a one year and a five year Replacement, Improvements and Upgrades Plan ("Replacement, a one year and Replacement, Improvements and Upgrades Plan") for the Golf Course, Golf Course Clubhouse and Golf Course related facilities and including the Replacement, Improvements and Upgrades Plan.~~

ARTICLE XXII **GOVERNMENT DATA PRACTICES ACT**

~~Contractor acknowledges that City is subject to the provisions of the Minnesota Government Data Practices Act.~~

~~Contractor must comply with the Minnesota government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by City in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated~~

____Its City Clerk

____CONTRACTORTWO HARBORS
GOLF ASSOCIATION, INC.:

____By: _____

Its: _____

____[Name]

EXHIBIT 1.11
Required Equipment

- ◆ ~~1 fairway mower~~
- ◆ ~~1 rough mower~~
- ◆ ~~1 greens mower for tees and collars~~
- ◆ ~~1 greens mower for greens — 2017 Greens Mower GM3150~~
 - ◆ ~~1 sand pro~~
 - ◆ ~~1 liquid chemical sprayer~~
 - ◆ ~~1 larger fertilizer sprayer~~
 - ◆ ~~1 walk behind greens mowers.~~
 - ◆ ~~Aerator for greens and tees~~
 - ◆ ~~1 standard push mower~~
 - ◆ ~~1 weed eater.~~
- ◆ ~~1 utility vehicle that can haul dirt, fill and equipment — 2017 Toro Utility Vehicle~~
- ◆ ~~Minimum of 1 smaller vehicle to get around for cutting cups, weed eating, misc.~~
 - ◆ ~~1 working sprinkler system/pump house and some replacement sprinklers~~
 - ◆ ~~1 small utility trailer for hauling push mowers, wee eaters and misc.~~
 - ◆ ~~1 top dresser and attachments for aerating~~
 - ◆ ~~1 set of cup cutting equipment.~~
 - ◆ ~~1 tractor~~



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Street Improvement Fund	Date: 03/27/2023
Agenda Item Subject: Consider approving invoice to Bolton & Menk for professional services for the 2021 & 2022 Street Improvement Project for \$390.	Fiscal Impact: Funds are budgeted for Street Improvement Project	
BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$390 from December 24 th to February 3, 2023 for project management and coordination of the 2021 & 2022 Street Improvement Project. Total engineering contract for construction services in 2022 are \$175,000, remaining funds are \$62,847.45.		
COUNCIL ACTION REQUESTED: Approve invoice for \$390 to Bolton & Menk.		
RECOMMENDATION: Approve invoice for \$390 to Bolton & Menk.		
ATTACHMENTS: Invoice from Bolton & Menk		



Real People. Real Solutions.

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

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

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

February 28, 2023
 Project No: N16.121170
 Invoice No: 0308054
 Client Account: TWOHARB_CI_MN

Two Harbors/2021-2022 Street Improvement**Professional Services from December 24, 2022 to February 3, 2023**

Project Management (001)

Project Management, Coordination and Correspondence; Assistance and Information Regarding Property Owner Assessments
 Objections

Professional Services

	Hours	Amount	
Principal	2.00	390.00	
Totals	2.00	390.00	
Total Labor			390.00
Total this Task			\$390.00
Total this Invoice			\$390.00



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Liquor Store Fund	Date: 03/27/2023
Agenda Item Subject: Consider approving invoice to Bolton & Menk for professional services for the Liquor Store Project for \$3,278.00	Fiscal Impact: Liquor Store reserves of approximately \$1.6M are assisting with development of project, remaining funds are proposed to come from a low interest loan from the Electrical Fund.	
BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$3,278 from December 24 th to February 3, 2023 for preliminary design, topographic surveys and field delineations for wetlands for the Liquor Store Project. Total engineering contract was \$42,250, remaining funds are \$17,406.50.		
COUNCIL ACTION REQUESTED: Approve invoice for \$3,278.00 to Bolton & Menk.		
RECOMMENDATION: Approve invoice for \$3,278.00 to Bolton & Menk.		
ATTACHMENTS: Invoice from Bolton & Menk		



Real People. Real Solutions.

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

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

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

February 28, 2023
 Project No: 0U1.129441
 Invoice No: 0308060
 Client Account: TWOHARB_CI_MN

Two Harbors/Municipal Liquor Store**Professional Services from December 24, 2022 to February 3, 2023**

Wetland Delineations (003)

Prepared Updated Figure for Notice of Decision; Review Potential Wetland Impacts from Site Layout

Professional Services

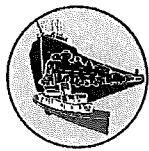
	Hours	Amount	
Specialist	1.50	186.50	
Totals	1.50		186.50
Total Labor			
	Total this Task		\$186.50

Site Design (004)

Continue Work on Preliminary Site Layout Options; January 11th Design Meeting with Architect and City Staff

Professional Services

	Hours	Amount	
Principal	1.50	301.50	
Project Engineer	18.00	2,790.00	
Totals	19.50	3,091.50	3,091.50
Total Labor			
	Total this Task		\$3,091.50
	Total this Invoice		\$3,278.00



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Street Improvement Fund	Date: 03/27/2023
Agenda Item Subject: Consider approving invoice to Bolton & Menk for professional services for the 2023 & 2024 Street Improvement Project for \$49,371.50.	Fiscal Impact: Funds are budgeted for Street Improvement Project	
BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$49,371.50 from December 24 th to February 3, 2023 for preliminary design of the 2023 & 2024 Street Improvement Project. Total engineering contract for final design services are \$412,750, approved at the October 24 th Council meeting, remaining funds are \$285,611.00.		
COUNCIL ACTION REQUESTED: Approve invoice for \$49,371.50 to Bolton & Menk.		
RECOMMENDATION: Approve invoice for \$49,371.50 to Bolton & Menk.		
ATTACHMENTS: Invoice from Bolton & Menk		



Real People. Real Solutions.

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

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

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

February 28, 2023
 Project No: 0U1.127379
 Invoice No: 0308057
 Client Account: TWOHARB_CI_MN

Two Harbors/2023-2024 Street Improvement

Project Management, Coordination and Correspondence

Professional Services from December 24, 2022 to February 3, 2023

Project Management (001)

Project Management, Coordination and Correspondence

Professional Services

	Hours	Amount	
Principal	5.00	997.00	
Totals	5.00	997.00	
Total Labor			997.00
Total this Task			\$997.00

Final Design - City (005)

January 4th Meeting with City Staff to Discuss Final Utilities Design; Continue Preparation of Detailed Plans; Begin Determination of Cost Estimate Based on Final Design

Professional Services

	Hours	Amount	
Principal	6.00	1,198.00	
Design Engineer	44.50	5,659.00	
Project Engineer	135.00	20,724.00	
Technician	15.00	1,590.00	
Project Manager	1.00	178.00	
Graduate Engineer	73.00	9,474.00	
Totals	274.50	38,823.00	
Total Labor			38,823.00
Total this Task			\$38,823.00

Permits and Easements (006)

Prepare Draft Documents for Proposed Easements Along 6th Avenue

Professional Services

	Hours	Amount	
Project Manager	15.50	2,651.00	
Graduate Surveyor	1.00	144.00	
Totals	16.50	2,795.00	
Total Labor			2,795.00
Total this Task			\$2,795.00

Project	0U1.127379	Two Harbors/2023-2024 Street Improvement	Invoice	0308057
---------	------------	--	---------	---------

Final Design Coordination - County (015)

Coordination with County Design Team; January 4th Meeting with Lake County SWCD to Discuss Stormwater Management and Potential Stormwater Treatment Structures; Continue Preparation of Storm Sewer Design Information and Project Tabulations Required for State Aid Review; Coordination with County Highway Department Staff, Including Review of Comments on Draft Plans

Professional Services

	Hours	Amount	
Principal	4.00	804.00	
Design Engineer	13.00	1,606.00	
Project Engineer	28.50	4,346.50	
Totals	45.50	6,756.50	
Total Labor			6,756.50

Total this Task **\$6,756.50**

Total this Invoice **\$49,371.50**



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: Capital Equipment Fund	Date: 03/27/2023
Agenda Item Subject: Consider approving invoice to Bolton & Menk for professional services for the Odegard Trail Project for \$3,025.	Fiscal Impact: Funds are budgeted for Trail Project in 2023, there was a \$100,000 grant received (\$20,000 annually from 2017 to 2021) from the Two Harbors Area Fund with a city match of \$100,000, through Lake County the city is also seeking Active Transportation Grant dollars, estimated project costs are \$335,000.	
BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$3,025.00 from December 24 th to February 3, 2023 for preliminary design, topographic survey's and correspondence with staff and Lake County for the Odegard Trail Project. Total engineering contract was \$27,000, remaining funds are \$3,749.50.		
COUNCIL ACTION REQUESTED: Approve invoice for \$3,025.00 to Bolton & Menk.		
RECOMMENDATION: Approve invoice for \$3,025.00 to Bolton & Menk.		
ATTACHMENTS: Invoice from Bolton & Menk		



Real People. Real Solutions.

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

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

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

February 28, 2023
 Project No: 0U1.127512
 Invoice No: 0308062
 Client Account: TWOHARB_CI_MN

Two Harbors/Odegard Trail**Professional Services from December 24, 2022 to February 3, 2023**

Project Management (001)
 Project Management, Coordination and Correspondence

Professional Services

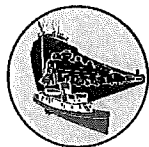
	Hours	Amount	
Principal	1.00	201.00	
Totals	1.00	201.00	
Total Labor			201.00
Total this Task			\$201.00

Design (003)

Continue Design and Preparation of Plans; Prepare Cost Estimate; Prepare Project Update Materials for Review with Trees and Trails Commission on January 19th

Professional Services

	Hours	Amount	
Specialist	1.50	184.50	
Design Engineer	3.00	381.00	
Project Engineer	11.00	1,705.00	
Technician	4.50	553.50	
Totals	20.00	2,824.00	
Total Labor			2,824.00
Total this Task			\$2,824.00
Total this Invoice			\$3,025.00



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila	Department: General Fund	Date: 03/27/2023
Agenda Item Subject: Consider approving invoice to Bolton & Menk for general engineering services for \$600.00.	Fiscal Impact: General Services are budgeted for in 2023 in the General Fund	
BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$600.00 from December 24 th to February 3, 2023. This is for assistance with communication from resident regarding sidewalk project, Odegard Trail, assistance with TA Grant, and WWTF staff meeting and assistance regarding Class A Operator.		
COUNCIL ACTION REQUESTED: Approve invoice for \$600.00 to Bolton & Menk.		
RECOMMENDATION: Approve invoice for \$600.00 to Bolton & Menk.		
ATTACHMENTS: Invoice from Bolton & Menk		



Real People. Real Solutions.

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

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

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

February 28, 2023

Project No: 0U1.123538
 Invoice No: 0308059
 Client Account: TWOHARB_CI_MN

Two Harbors/General Professional Service

Professional Services from December 24, 2022 through February 3, 2023:
 \$ 187.50 - Sidewalk Project: Assistance with Communication from Resident
 \$ 150.00 - Odegard Trail: Assistance with Active Transportation Grant Application
 \$ 262.50 - WWTF: Staff Meeting and Assistance Regarding Class A Operator
 \$ 600.00 - Task 001 Total

Reduced Rate Services (001)**Professional Services**

	Hours	Amount	
Principal	8.00	600.00	
Totals	8.00	600.00	
Total Labor			600.00
Total this Task			\$600.00

No-Charge Meeting Attendance (003)

Prepare For and Attend the Following Meetings:

- City Council Regular Meeting - January 23rd
- Trees & Trails Commission Meeting - January 19th

Professional Services

	Hours	Amount	
Principal	9.50	1,905.50	
Totals	9.50	1,905.50	
Total Labor			1,905.50

Additional Fees

Meetings - No Charge	-1,905.50	
Total Additional Fees	-1,905.50	-1,905.50
Total this Task		0.00

Total this Invoice **\$600.00**

TWO HARBORS CITY COUNCIL



AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: *Purchase 5000' of underground wire for campground electrical upgrade, from BorderStates Electric at the cost of \$25428.35*

ORIGINATING SOURCE/DEPARTMENT: *Electrical department*

FUNDING SOURCE: *Campground*

BACKGROUND: *The campground is updating sites 1 thru 66 with new 50amp services and wire is needed to complete the job.*

ESTIMATED DATE OF COMPLETION: **10/31/2022**

COMMITTEE/COMMISSION RECOMMENDATION: *Accept the bid from Border States Electric for the 5000' of underground wire at the cost of \$25,428.35*

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

Agenda Item # CA.21 Meeting Date: 3/27/23

Bid #1



Quote

Page: 1 of 1

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

BSE Quote: 28958056
Sold-To Acct #: 5175
Valid From: 03/06/2023 To: 03/13/2023
PO No: 4/0 4/0 4/0 2/0
Payment Terms: Net 25th prox

Created By: Adam Ehlenbach
Tel No: 218-727-8170
Fax No:

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

Incoterms:
FOB ORIGIN

Ship-to:
CITY OF TWO HARBORS-ELECTRICAL DEPT
503 20TH AVE
TWO HARBORS MN 55616

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000010	- AL 4/0-3 2/0-1 URD W-FRST TR-8000 1000' 4-6 week lead time	5,000 EA	5,085.07 / 1,000	EA	25,428.35
	000020	- AL 4/0-3 2/0-1 URD W-FRST SR-1350 1000RL In stock	5,000 EA	4,544.22 / 1,000	EA	22,721.10
Total \$						48,149.45
State Tax \$						0.00 % 0.00
County Tax \$						0.00 % 0.00
Local Tax \$						0.00 % 0.00
Other Tax1 \$						0.00 % 0.00
Other Tax2 \$						0.00 % 0.00
Other Tax3 \$						0.00 % 0.00
Tax Subtotal \$						0.00 % 0.00
Net Amount \$						48,149.45

Bid #1

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

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

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

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



WESCO
DISTRIBUTION®

Bid # 2

2650 7TH AVE NORTH
PHONE: 701-232-4446
FARGO ND 58102

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: TWO HARBORS, CITY OF
503 20TH AVENUE

TWO HARBORS MN 55816

Date: 03/22/23

Branch: 7852

Project Number: QUOTE

Project Name

Quoted To:

Date of Your Inquiry: 03/22/23

When ordering please refer
to Quotation Number: 202956

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	5000	WIRE 600V UD 4/0 WAKEFOREST 1000 3C 4/0 AWG + 1C 2/0AWG 600VOLT, UD QUAD WIRE. 1,000' REELS MFR STOCK, SUBJECT TO PRIOR SALE PRICE VALID FOR 12 CALENDAR DAYS NET 30 DAYS FREIGHT ALLOWED WESCO TERMS AND CONDITIONS APPLY	5730.000	M	28650.00	0.00		03/30/23
		SUB-TOTAL			28650.00			
		TOTAL			28650.00			

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.
Per:

Bid # 3



2801 WEST SUPERIOR ST
DULUTH MN 55808-1898
Phone: 218722
Fax: 218722

To: TWO HARBORS, CITY OF
522 1ST AVE
TWO HARBORS MN 55816-1504
Attn: Blake Prince
Phone: 218-834-5631
Fax: 218-834-8840
Email: gilbert.ewer@graybar.com

Date: 03/22/2023
Proj Name: RFQ 032123 WYR
GB Quote #: 0242988062
Release Nbr:
Purchase Order Nbr:
Additional Ref#:
Valid From: 03/21/2023
Valid To: 03/22/2023
Contact: GILBERT EWER
Email: gilbert.ewer@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure In Responding As Follows

Notes: **** NOTE: SUBJECT TO A -0/+5% LENGTH SHIPPING / BILLING TOLERANCE. ****

Item	Item Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext. Price
200	5,000 EA WIRE		WAKEFOREST	4/0-2/0 QUAD UD		\$5,808.14	1000	\$29,040.70
			YES-CUT REEL	600V				

GB Part #: 25108166 UPC #:

Item Note: **** NOTE: 5 X 1000 FT REELS ****

Total In USD (Tax not Included): \$29,040.70

F O B: SHIPPING POINT / FREIGHT ALLOWED
Delivery: FACTORY ORDER / FACTORY STOCK IN CHICAGO

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7468 to speak with a lending specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartner.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: TWO HARBORS, CITY OF
522 1ST AVE
TWO HARBORS MN 55616-1504
Attn: Blake Prince

Date: 03/22/2023
Proj Name: RFQ 032123 WYR
GB Quote #: 0242988062

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

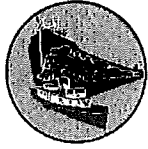
Signed: _____

This equipment and associated installation charges may be financed for a few monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7403 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.emmlapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: Accept Nielson Resignation	Fiscal Impact:	
BACKGROUND: Jeff Nielson has been a member of the City's Planning Commission. He has submitted his notice of resignation from the commission at the end of his current term, which is this month.		
COUNCIL ACTION REQUESTED: Accept the resignation of Jeff Nielson from the Planning Commission, with regret, and authorizing a letter of appreciation for his service.		
RECOMMENDATION: Staff recommends the Council action requested.		
ATTACHMENTS:		

Patty Nordean

From: Jeff Nielsen <jeffnielsen12@gmail.com>
Sent: Thursday, March 23, 2023 3:06 PM
To: Patty Nordean
Subject: Re: Re-appointment to Planning Commission

Patty,
I would like to resign.
Thanks,
Jeff Nielsen

Sent from my iPhone

On Mar 22, 2023, at 11:36 AM, Patty Nordean <pnordean@twoharborsmn.gov> wrote:

Hi Jeff:

Are you interested in serving another term on the Planning Commission? Your term is set to expire and I will add you to the agenda for reappointment, if you'd like to continue serving. I'm sorry for the short notice, but is it possible to let me know by the end of the day tomorrow?

Thank you,

Patricia Nordean

Administrator

City of Two Harbors

522 First Avenue

Two Harbors, MN 55616

pnordean@twoharborsmn.gov

Ph: (218) 834-8806

Fax: (218) 834-2674

TWO HARBORS CITY COUNCIL



AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: *Holden Electric has proposed to do electrical work to install 66 new(replace) 50amp electrical peds in city campground for the cost of \$84,867.00*

ORIGINATING SOURCE/DEPARTMENT: *Electrical department*

FUNDING SOURCE: *Campground*

BACKGROUND: *Sites 1 thru 66 need new electrical peds in campground due to old ones failing and becoming unsafe. Peds and wire have been purchased by the City so bid is for new electrical services to feed peds and the installation of wire and peds. See attached bid for all details.*

ESTIMATED DATE OF COMPLETION: **10/31/2022**

COMMITTEE/COMMISSION RECOMMENDATION: *Accept bid from Holden Electric for \$84,867.00 to install all material for new electrical peds in City campground*

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

CA 23 . 3/27/23

Bid # 1



7669 College Road Baxter, MN 56425 Phone: 218-828-4759
Email: ROsbakken@holdenelectric.com

Bid Proposal

3/23/2023

TO:

City of Two Harbors
Blake Prince

JOB:

Burlington Bay Campground 2023
Bid Date: 3/23/2023

WORK DESCRIPTION: Install RV Peds and New Wiring Campsites 1-66

Additional Info:

Install service and electrical power for 66 RV Peds

Price Includes:

- Installing Service Equipment
- Trenching
- Installation of Cable
- Backfill with Caution tape
- Installation of RV Peds
- Terminations and testing of everything
- Permit and Inspection Fees

PLEASE NOTE: All RV Peds and Wire provided by owner. Holden /Agate will provide panels and related material.
Price excludes any special digging required due to Rock. Owner will take care of all inhouse locates of utilities.

Proposal to supply and install all materials, labor and equipment as per drawings, specifications, addenda and as per the work scope above: **\$84,867.00.**

Respectfully,

Accepted by:

Rick Osbakken

Rick Osbakken, President / CEO
Holden Electric Co., Inc.

Print Name: _____
City of Two Harbors

Holden Electric Co., Inc. is an equal opportunity employer and follow non-discriminatory practices.

Bid # 2



BENSON ELECTRIC COMPANY

1102 North Third Street Superior, WI 54880 Phone 715.394.5547

COMMERCIAL-RESIDENTIAL-INDUSTRIAL-SOLAR-DATA & FIBER

Proposal From the Desk of Brian Kregness

3/24/2023

TO: City of Two Harbors Attn: Blake Prince
RE: New Services and Wiring for 66 Campsites at 1328 Highway 61 Two Harbors, MN 55616

We offer the following scope of work:

- * Supply and install a new 1600 amp ground mount CT cabinet and (2) 800 amp 120/240 volt panelboards at the north end of the campground (concrete pad included) to feed campsites 16-66
- * Supply and install a new 800 amp CT cabinet and a new 600 amp 120/240 volt panelboard on the west side of the campground (concrete pad included) to feed campsites 1-15
- * We will supply and install the conduit and wire needed for the (2) different services (1600 amp and 600 amp)
- * Provide the labor needed to install a 4x4 post at each campsite as well as the new RV pedestal (post and pedestal to be provided by the city of Two Harbors)
- * All branch circuit wiring from the new services to each campsite to be provided by the city of Two Harbors
- * Our price includes the excavation for the new 1600 amp and 600 amp services as well as all of the trenching needed to get to each campsite
- * This pricing is dependant somewhat on digging conditions; if we hit ledgerock and need to install conduit and concrete to get the proper cover that would be an extra cost
- * We included saw cutting of any blacktop that we would need to cross, blacktop patching, and site restoration of any green space that we disturb

Labor:	\$ 60,000.00
Materials:	\$ 42,500.00
Excavation:	\$ 58,000.00
Total:	\$ 160,500.00

NOTES:

Work is assumed to be during normal business hours, overtime is not included.

Permit and taxes, if required, are included

50% down payment required at the time of acceptance (a 3% fee will be added for credit card payments)

Utility fees, if any, are not included

Quote is valid for 14 days, we reserve the right to re-evaluate at the time of acceptance due to market fluctuations

If you have any questions or concerns, please do not hesitate to call.

Acceptance of Proposal

Date:

Jan 23, 2023

Dear Council Members,

We are aware that the City Council placed a moratorium on the sale of cannabis products within the city limits last year, after the State Legislature legalized the sale of such in the 2022 session. We write to you as a business owner and possessor of an on-sale liquor license. We want to make you aware that other on-sale establishments in Lake and St Louis County are currently selling consumable THC products, putting our establishments within the Two Harbors city limits at a competitive disadvantage in this regard. It is our fervent hope that the council will soon take up the discussion of allowing the sale of these products, which are legal and now being sought after by our customer base, as soon as possible.

Donna Heil owner Harbor Rail Pub & Events
602 1st Ave
Two Harbors, MN

Mike Kasell owner
MK

The Tipsy Mosquito
623 1st Ave
Two Harbors MN 55616

Kristina Brann Landling & L
629 7th Avenue
Two Harbors, MN
218 834 5191

Patty Nordean

From: doris davidson <dorisdavidson@frontier.com>
Sent: Friday, March 24, 2023 12:02 PM
To: Patty Nordean
Subject: Lighthouse Point

I want to give my input to the Lighthouse Point issue. First, I stand with all the voices previously heard at the council meetings against this proposed development and many other voices in private discussions who also express distress over this plan.

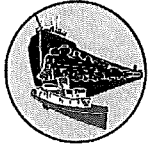
This development would be a desecration of one of the last natural wooded reprieves in Two Harbors from the encroachment of "civilization". It can't remain a lovely North Shore destination and blood pressure lowering respite for residents and visitors alike if it looks like a Twin Cities suburb north. The plant and animal life also needs to be preserved for both their and our survival.

This type of development is nothing but designed to pull as much money out of a project as possible. There is no concern for what would be left behind. In addition, the design is actually harsh, aggressive and angry looking with all the edges, points and angles. Many people I know have commented on the unappealing look of the building development on London Road in Duluth that I've been told is by the same company. My first thought there was that it looks like a tenement lineup.

I strongly believe that the city council decision needs to be NO to this project by whatever means they can veto it. It is not good for Two Harbors and any of the real needs here.

Respectfully yours,
Doris Davidson
212 2nd Ave.

Comm. 2 3/27/23



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: Miranda Pietila & Jim Gilbert	Department: Capital Equipment Fund	Date: 03/27/2023
Agenda Item Subject: Consider receiving a Feasibility Report and calling for a Public Hearing on the proposed 2023 Sidewalk Improvement Project	Fiscal Impact: Funds are budgeted for Sidewalk Improvement Project	
BACKGROUND: We are in year 3 of the sidewalk improvement project, which is in Ward 3 in 2023. As part of the 429 assessment process, it is necessary to take formal action receiving the feasibility report and calling for a public hearing for the 2023 Sidewalk Project. See attached Feasibility Report and Notice of Public Hearing.		
COUNCIL ACTION REQUESTED: Receive Feasibility Report and calling for a Public Hearing on the proposed 2023 Sidewalk Improvement Project		
RECOMMENDATION: Receive Feasibility Report and calling for a Public Hearing on the proposed 2023 Sidewalk Improvement Project		
ATTACHMENTS: Feasibility Report and Public Notice		



Feasibility Report for

2023 Sidewalk Improvement Project

City of Two Harbors, MN

March 27, 2023

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Appendix

Appendix A: Project
Location Map

Appendix B: Mock
Assessment Roll

1.0 EXECUTIVE SUMMARY

The City of Two Harbors City Council directed City Staff by Motion on March 13, 2023 to prepare a feasibility report for the repair of City sidewalks in accordance with the City of Two Harbors Sidewalk Construction, Repair and Maintenance Policy. The City Council directed Staff to choose locations located in Ward Three and to concentrate on corridors along the 600 block of Eleventh Avenue, the south side only, 700 block of Eleventh Avenue, the south side only, 800 block of Tenth Avenue, both sides and 900 block of Tenth Avenue, both sides. Sidewalks were assessed based on condition and geographic proximity (corridor/connectivity).

The proposed project would be known as the 2023 Sidewalk Improvement Project. A detailed description of the proposed project area is given in Section 2.0.

This report was prepared by Finance Director Miranda Pietila with the assistance of Public Works Superintendent Jim Gilbert.

2.0 PROJECT LOCATION

The sidewalks proposed for the 2023 Sidewalk Improvement Project are located as follows:

- 11th Avenue from 6th Street to 8th Street, south side only
- 10th Avenue from 8th Street to 10th Street, both sides

See Appendix A of this report for a graphical depiction of the project area.

The project area is located within the City of Two Harbors, Lake County, Minnesota.

3.0 EXISTING CONDITIONS

The existing sidewalks identified within the project were determined to be in poor or fair condition based on the ARDC sidewalk condition report which can be viewed here

<https://arcg.is/Hijji> The sidewalk conditions were field verified by City Staff in 2022.

4.0 PROPOSED IMPROVEMENTS

The City of Two Harbors solicited quotes from private contractors who will perform the work, with the assistance of the Public Works Department.

The existing sidewalks will be demolished and removed, site grading, forming, pouring of new sidewalk.

The improvements to the properties also include 63 service squares adjacent to the City sidewalk. Any disturbed areas around the project will be replaced with topsoil, seeded, and covered with straw.

Pedestrian ramps meeting Americans with Disabilities Act requirements will be installed at the intersections and will be at City expense of approximately 3-12 squares per corner.

The total number of assessable squares will be 503, and the number of corner and alley squares will be an additional 37 squares, for a total project of 540 squares.

The work will take place in August/September 2023.

5.0 Benefited Area

The benefited area for this project has been identified as all properties with frontage along the proposed improvements.

6.0 RIGHT OF WAY EASEMENTS

All sidewalks will be constructed within the City's current right of way. No additional right of way or easements are anticipated.

7.0 WETLAND IMPACTS

No wetlands will be impacted by the proposed improvements.

8.0 PERMITS AND APPROVALS

A Right of Way and Excavation Permit will be required by the Contractor.

9.0 OPINION OF PROBABLE COST

Construction cost: (540 squares at \$225/ square) = \$121,500
Assessable Portion to benefiting property owners (\$50/square @ 503 squares) = \$25,150
Portion of project covered by the City of Two Harbors= \$96,350

The total project estimated cost for this project is \$138,300. This is based on a quote from Primetime Concrete at \$225 per square and also including the low bid quote for tree removal of \$16,800, please note no portion of the tree removal is being assessed. Per the City of Two Harbors Sidewalk Construction, Repair and Maintenance Policy and the Two Harbors Special Assessment Policy, the assessment to the benefiting property owners will be \$50 per square for total assessment range between \$500 - \$1,050 depending on the number of squares to be replaced. The mock assessment roll is attached as Appendix B.

The City Portion of the project will be funded through the Capital Equipment fund.

10.0 PROPOSED PROJECT SCHEDULE

TABLE 1 – Project Schedule	
City Council Directs Staff to proceed with project	March 13, 2023
City Council Receives Feasibility Report and schedules improvement hearing	March 27, 2023
City Council Holds Improvement Hearing	April 24, 2023
City Council considers ordering the improvement (needs 6/7 vote)	April 24, 2023
City Council Awards Construction Contract	April 24, 2023
Begin Construction	August/September 2023
Order Preparation of Assessment Roll	September 2023
Order Assessment Hearing	September 2023
City Council Holds Final Assessment Hearing	October 2023

11.0 FEASIBILITY

The Project is feasible, necessary, and cost effective to maintain the City's sidewalk network.

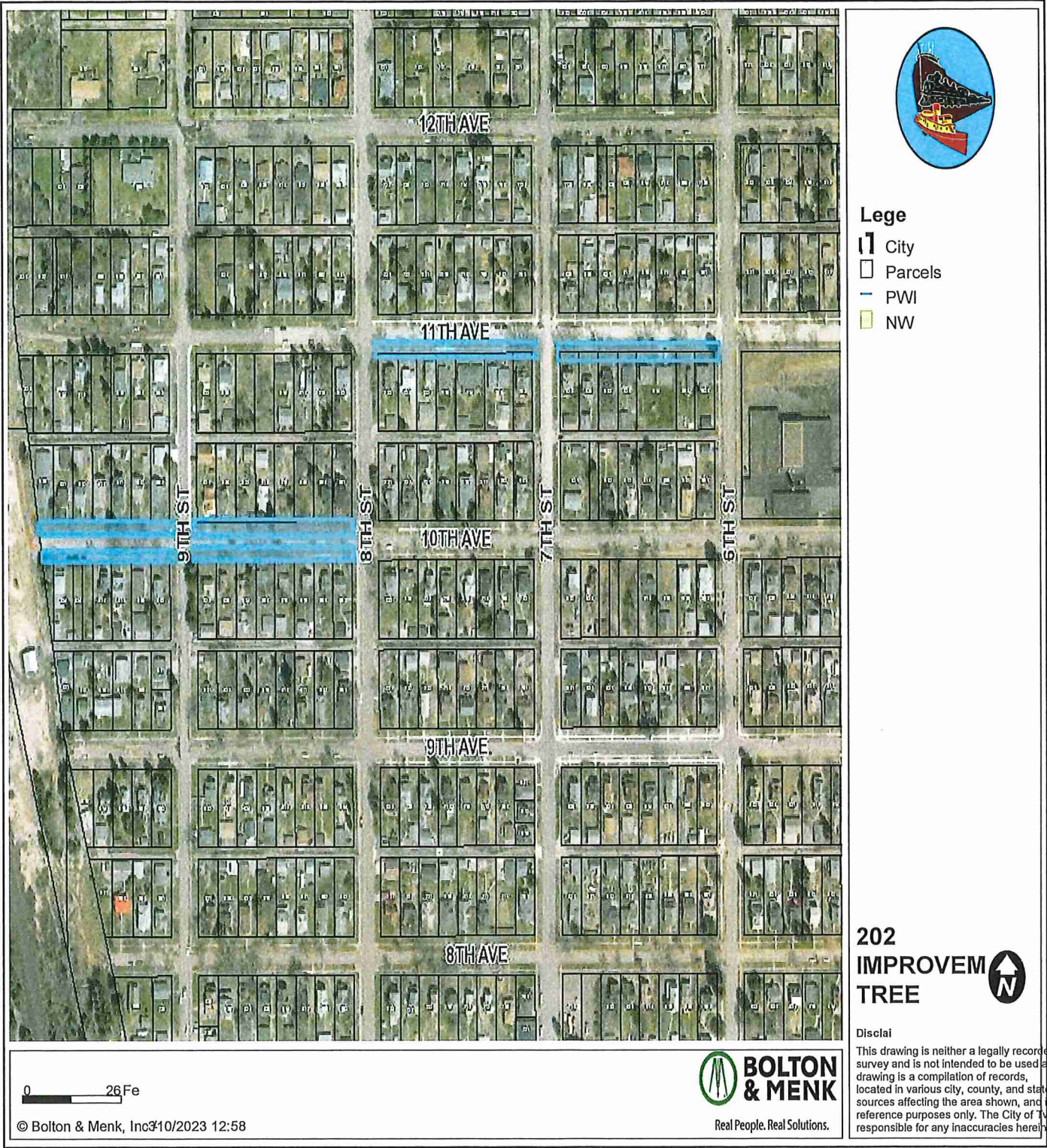
12.0 LEGAL BASIS FOR REPORT

This report is prepared pursuant to a motion approved by the Two Harbors City Council on March 13, 2023 calling for the preparation of a feasibility report, pursuant to Minnesota Statutes Section 429.031.

This report is prepared in accordance with said Section 429.031. Specifically, this report hereby advises the City Council, in a preliminary way, as to whether the proposed improvement is necessary, cost effective and feasible and as to whether it should best be made as proposed or in connection with some other improvement.

This report also includes the estimated cost of the improvements as recommended.

Appendix A: Project Location Map



Appendix B: Mock Assessment Roll

PARCEL ID	NAME	ADDRESS	MAILING ADDRESS	CITY/ST/ZIP	SIDEWALK SQUARES	COST PER	ASSESSMENT	ASSESSMENT - PAID ON TAX ROLL FROM 2024-2028	NOTES
600 BLOCK 11TH AVE									
23-7663-61010	GLORIA BUNTEN	1025 6TH ST	1025 6TH ST	TWO HARBORS, MN 55616	10	\$50.00	\$ 500.00	\$ 550.00	10 squares
23-7663-61020	RANDALL BREHNA	908 8TH AVE	908 8TH AVE	TWO HARBORS, MN 55616	10	\$50.00	\$ 500.00	\$ 550.00	10 squares
23-7663-61040	RONALD BLAISDELL	614 11TH AVE	614 11TH AVE	TWO HARBORS, MN 55616	22	\$80.00	\$ 1,100.00	\$ 1,150.00	20 squares + 2 service
23-7663-61050	WILLIAM MOORE	620 11TH AVE	12290 OTCHIPWE AVE N	TWO HARBORS, MN 55616	12	\$50.00	\$ 600.00	\$ 650.00	10 squares + 2 service
23-7663-61060	DUANE KEMPPFER	622 11TH AVE	622 11TH AVE	TWO HARBORS, MN 55616	12	\$50.00	\$ 600.00	\$ 650.00	10 squares + 2 service
23-7663-61070	SHEILA LOGER	628 11TH AVE	1408 HUBBARD AVE	TWO HARBORS, MN 55616	12	\$50.00	\$ 600.00	\$ 650.00	10 squares + 2 service
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503							\$ 25,150.00		

TOTAL SIDEWALK SQUARES ASSESSED



NOTICE OF HEARING ON IMPROVEMENT

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City of Two Harbors will hold a Public Hearing on Monday, Monday April 24, 2023 at 6:00 p.m., or as soon thereafter as possible, to consider the ordering the sidewalk improvements on the 600 block of Eleventh Avenue, the south side only, 700 block of Eleventh Avenue, the south side only, 800 block of Tenth Avenue, both sides and 900 block of Tenth Avenue, both sides, in Two Harbors, Minnesota and to consider resolutions regarding the project, pursuant to Minn. Stat. 429.011 to 429.111. Individuals interested in speaking may be heard as provided below.

The estimated cost of the improvement is **\$138,300.00**. Information on the estimated improvement cost and a reasonable estimate of the impact of the assessment will be available at the Hearing. Such persons as desire to be heard with reference to the proposed improvement will be heard in person at this Public Hearing or by submitting comments via email at: info@twoharborsmn.gov; or in writing to: Two Harbors City Council, 522 1st Avenue, Two Harbors, MN 55616.

Written or email comments must be received at City Hall on or before 9:00 a.m. on Friday, April 21, 2023.

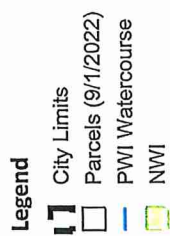
BY THE ORDER OF THE
CITY OF TWO HARBORS

Patricia D. Nordean
City Administrator

Dated: March 28, 2023

PARCEL ID	NAME	ADDRESS	MAILING ADDRESS	CITY/ST/ZIP	SIDEWALK SQUARES	COST PER	ASSESSMENT	ASSESSMENT - PAID ON TAX ROLL FROM 2024-2028	NOTES
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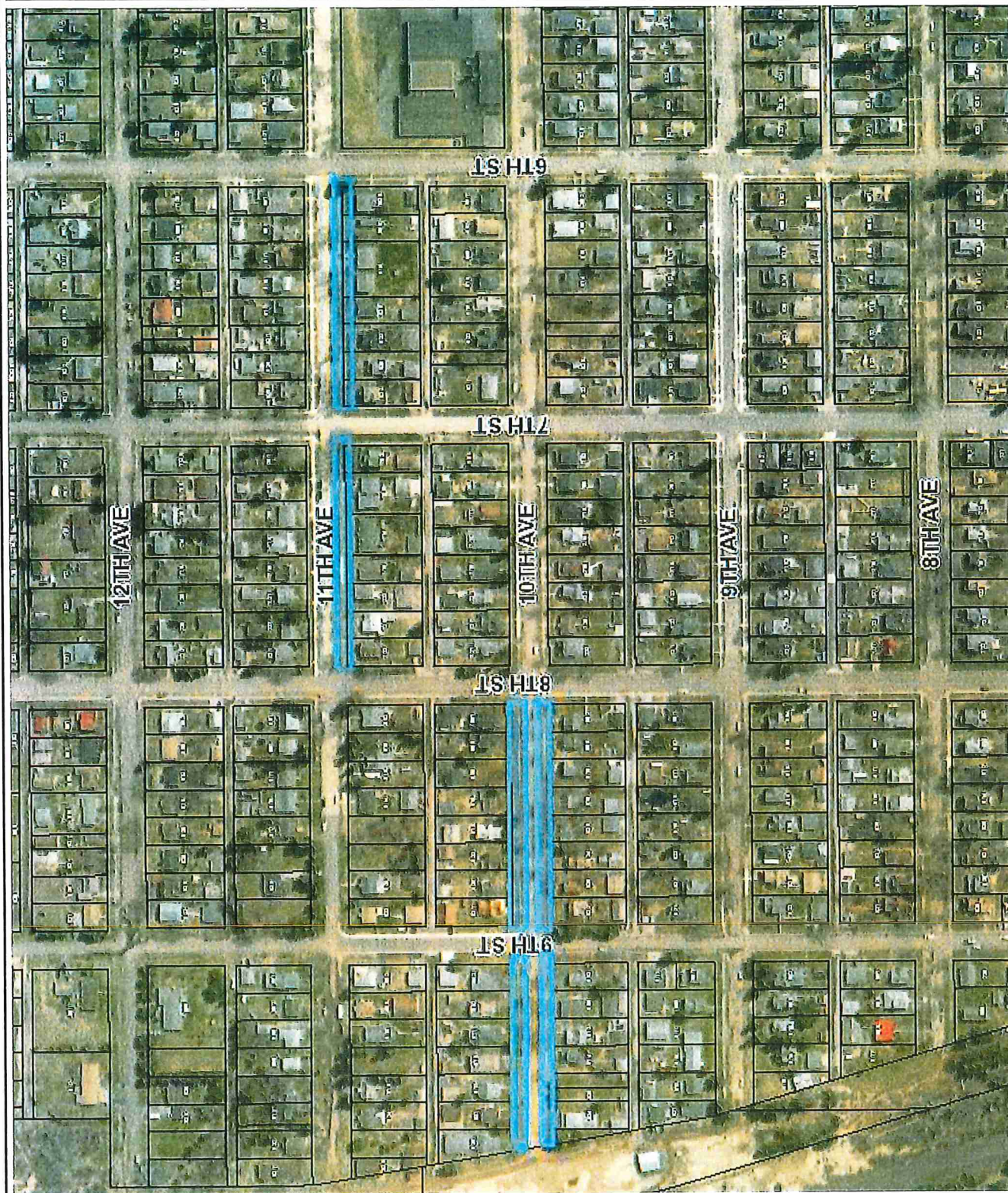


**2023 SIDEWALK
IMPROVEMENT
TREE REMOVAL**



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Two Harbors is not responsible for any inaccuracies herein contained.

**BOLTON
& MENK**

Real People. Real Solutions.

263 Feet



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: Concept Plan for PUD Lighthouse Point	Fiscal Impact:	
BACKGROUND: Attached are documents related to the Concept Plan for the proposed PUD on Lighthouse Point. I have also included some questions which were submitted by Councilor Erickson and the answers which were submitted by Planner Otsea. I have submitted her question to the developer and anticipate a response before Monday's meeting.		
COUNCIL ACTION REQUESTED:		
RECOMMENDATION:		
ATTACHMENTS:		

Subd. 9. Open Space Requirements. Open space preservation shall be equal to the underlying base zoning district.

- A. At least forty percent (40%) of the structure setback must be preserved as open space when the setback is being measured from Lake Superior.
- B. Road rights-of-way, land covered by road surfaces, parking areas, and all structures are considered developed areas and shall not be included in the computation of minimum open space.
- C. Open space may include improved outdoor recreational facilities for use by owners, guests of the dwelling units, occupants of transient units, or the public.

Subd. 10. Hydrology (Wetland, Stormwater, and Associated Management Standards). Lake County administers regulations affecting hydrology on behalf of the City. When applicable, PUDs will be reviewed according to Article 8 (Hydrology) in the Lake County Land Use Ordinance. A decision on applicability of the Lake County Land Use Ordinance will be made at the Application Conference.

Subd. 11. Procedure for Processing a Planned Unit Development. There are four (4) stages to the PUD process: Application Conference, Concept Plan, Preliminary PUD Plan, and Final Plan, as described below:

- A. **Application Conference.** Before filing an application for a PUD, the developer of the proposed PUD shall arrange for and attend a conference with the City Administrator, City Planner, Building Official and relevant local and State agencies that may have permitting responsibilities as part of the application. The primary purpose of the conference shall be to provide the developer with an opportunity to gather information and obtain guidance as to the general suitability of the proposal for the area for which the PUD is proposed and its conformity to the provisions of Chapter 11 of the City Code before incurring substantial expense in the preparation of plans, surveys and other data.
- B. **Concept Plan.**
 - 1. **Purpose.** The Concept Plan provides an opportunity for the developer to submit a plan to the City showing the basic intent and the general nature of the entire development without incurring substantial costs for architectural, planning, engineering, legal or other services. The plan shall include the following:
 - i. Overall maximum PUD density.
 - ii. Specific location of major streets and pedestrian ways.
 - iii. Location and extent of public and common open space.
 - iv. Staging and time schedule of development.
 - v. Other special criteria for development.
 - vi. Specific location of residential and nonresidential land uses with approximate type and intensities of development.
 - vii. Narrative statement substantiating how the proposed development will be superior or more innovative than conventional development undertaken through the City's land use regulations. The statement shall also substantiate how the proposed PUD will provide a benefit to the public beyond what is available through conventional development.
 - 2. **Public Process.** The Concept Plan may be considered at a public hearing before the Planning Commission at the discretion of the Planning Commission. The Planning Commission shall make a recommendation to the City Council with respect to the Concept

Plan. The City Council may also, at the discretion of the City Council, hold a public hearing to consider the Concept Plan.

3. **Approval/Disapproval.** The City Council shall approve or disapprove the Concept Plan at a regular meeting of the City Council. An approval of a Concept Plan by the City Council is not a final approval of the proposed PUD but merely an authorization for the developer to apply for a preliminary PUD plan and preliminary plat, if applicable. A disapproval of a Concept Plan by the City Council is without prejudice to the developer submitting another Concept Plan for the City for its consideration.
4. **Preliminary Plan.** Following approval of the Concept Plan, the developer shall, if developer desires to proceed further with the PUD, submit a preliminary PUD plan and preliminary plat, if applicable, an application for the approval of them and all supporting data and documentation (all the foregoing is collectively the application). The application must be submitted within one year of the approval of the Concept Plan. The application shall proceed and be acted upon in accordance with the requirements of Subsection E. of this Subdivision.

C. **Preliminary PUD Plan Applications.** Ten copies of the following exhibits, analysis and plans shall constitute the application and must be submitted to the City:

1. If applicable, preliminary plat and information required by the City's Subdivision Ordinance.
2. **General Information.**
 - i. The landowner's name and address and interest in the property and proposed project.
 - ii. The applicant's name and address if different from the landowner.
 - iii. The names and addresses of all professional consultants who have contributed to the development of the PUD plan being submitted, including attorney, land planner, engineer, architect and surveyor.
 - iv. Evidence that the applicant has sufficient control over the property to effectuate the proposed PUD plan, including a statement of all legal, beneficial, tenancy and contractual interests held in or affecting the property and including an up-to-date certified abstract of title or registered property report, and such other evidence as the City Attorney may require to show the status of title or control of the subject property.
 - v. The name of the proposed development (which shall not be duplicated or similar in pronunciation to the name of any plat or PUD order previously recorded in Lake County).
3. **Present Status.**
 - i. The address and legal description of the property.
 - ii. The existing zoning classification and present use of the property and all lands within three hundred fifty (350) feet of the property.
 - iii. A map depicting the existing development of the property, its total acreage, all land within three hundred fifty (350) feet thereof and indicating the location of existing streets, property lines, easements, water mains and storm and sanitary sewers, with invert elevations on and within one hundred (100) feet of the property.

- iv. A written statement generally describing the proposed development that will constitute the PUD ("Project Description") and the market which it is intended to serve, its demand, its relationship to the City's Comprehensive Plan and how the proposed PUD plan is to be designed, arranged and operated in order to permit the development in accordance with the applicable regulations of the City and in a manner that is compatible with the use of neighboring properties.
- v. **Site Conditions.** Graphic reproductions of the existing site conditions at a maximum scale of 1 inch = 100 feet.
 - 1. Contours; minimum two (2) foot intervals.
 - 2. Location, type and extent of tree cover.
 - 3. Slope analysis.
 - 4. Soil conditions as they affect development.
 - 5. Significant rock outcroppings.
 - 6. Existing drainage patterns.
 - 7. Vistas and significant views.
 - 8. Location and extent of water bodies, wetlands and streams and floodplains on or within three hundred (300) feet of the property.
 - 9. Other information as requested by the City Zoning Administrator.
 - 10. All of the graphics should be the same scale as the preliminary plat, if applicable, and PUD plan to allow easy cross-reference. The use of overlays is recommended for clear reference.
- vi. A schematic drawing of the proposed development concept including but not limited to the general location of major traffic (vehicle and pedestrian) circulation elements, public and common open space, residential and other land uses, and a vegetation management plan where appropriate.
- vii. A statement of the estimated total number of dwelling units proposed for the PUD plan and a tabulation of the proposed approximate allocations of land use expressed in acres and as a percent of the total project area, which shall include at least the following:
 - 1. Area devoted to residential units.
 - 2. Area devoted to residential units by building type.
 - 3. Area devoted to transient units.
 - 4. Area devoted to transient units by building type.
 - 5. Area devoted to common open space.
 - 6. Area devoted to public open space.
 - 7. Approximate area devoted to streets.
 - 8. Approximate area, and floor area, devoted to industrial or office use.
 - 9. Approximate area, and floor area, devoted to commercial uses.
 - 10. Approximate area devoted to, and number of, off-street parking and loading spaces and related access.
 - 11. Area devoted to outdoor recreational areas for use by owners, guests of dwelling units, occupants of transient units, or the public.
- viii. When the PUD plan is to be constructed in stages during a period of time extending beyond a single construction season, a schedule for the development of such stages or units shall be submitted stating the approximate beginning and

completion date for each such stage or unit and the proportion of the total PUD public or common open space and dwelling units to be provided or constructed during each such stage and overall chronology of development to be followed from stage to stage.

- ix. When the proposed PUD plan includes provisions for public or common open space or service facilities, a statement describing the provisions that are to be made for the care and maintenance of such open space or service facilities.
- x. Any restrictive covenants that are to be recorded with respect to property included in the proposed PUD plan.
- xi. Schematic utility plans indicating allocation of water, sanitary and storm sewers.
- xii. The City may excuse an applicant from or delay the time for submitting any specific item of information or document required in this stage which it finds to be unnecessary to the consideration of the specific proposal at that time.
- xiii. The City may require the submission of any additional information or documentation which it may find necessary or appropriate to full consideration of the proposed PUD plan.

4. Preliminary PUD Plan and Plat Consideration.

- i. Within thirty (30) days after verification by the City Zoning Administrator that the preliminary PUD plan, preliminary plat, if applicable, and supporting data is adequate, the Planning Commission shall hold a public hearing on the preliminary PUD plan and preliminary plat, if applicable.
- ii. The Planning Commission shall conduct the public hearing and report its findings and make recommendations to the City Council including its specific findings and recommendations regarding any recommended bonus densities. Notice of the hearing shall consist of a legal property description, description of preliminary PUD plan, preliminary plat, if applicable, and project description, and be published in the official newspaper at least ten (10) days prior to the hearing. Written notification of the hearing shall also be mailed at least ten (10) days prior thereto to owners of land within three hundred fifty (350) feet of the boundaries of the property proposed for development.
- iii. The City may request additional information from the developer concerning any matters it deems appropriate or retain expert testimony at the expense of the developer concerning such other matters.
- iv. The City Council may hold a public hearing after the receipt of the report and recommendations from the Planning Commission. If the Planning Commission fails to make a report within sixty (60) days after receipt of the application, then the City Council may proceed without the report. The City Council may approve the preliminary PUD plan, and preliminary plat, if applicable, and attach such conditions, as it deems reasonable or deny the preliminary PUD plan and preliminary plat, if applicable.

- D. **Final PUD Plan, Final Plat.** Following preliminary PUD plan and preliminary plat approval, if applicable, the applicant shall submit the final PUD plan and final plat, if applicable. Following preliminary PUD plan and preliminary plat approval, if applicable, the applicant shall submit the final PUD plan and final plat, if applicable, within one calendar year. No PUD approval shall be

valid for a period longer than one calendar year unless a Building Permit is issued. However, upon written request of the applicant, the 365-day period may be extended by the City Council for such time as it shall be determined and for good cause shown, without further hearing. If appropriate because of the limited scale of the proposal, the preliminary plan/plat stage and final plan/plat stages may proceed simultaneously.

Within thirty (30) days after verification by the City Zoning Administrator that the final PUD plan, final plat, if applicable, and supporting data is adequate, the Planning Commission shall hold a public hearing on the final PUD plan and final plat, if applicable.

The Planning Commission shall conduct the public hearing and report its findings and make recommendations to the City Council including its specific findings and recommendations regarding any recommended bonus densities. Notice of the hearing shall consist of a legal property description, description of final PUD plan, final plat, if applicable, and project description, and be published in the official newspaper at least ten (10) days prior to the hearing. Written notification of the hearing shall also be mailed at least ten (10) days prior thereto to owners of land within three hundred fifty (350) feet of the boundaries of the property proposed for development.

The City may request additional information from the developer concerning any matters it deems appropriate or retain expert testimony at the expense of the developer concerning such other matters.

The City Council may hold a public hearing after the receipt of the report and recommendations from the Planning Commission. If the Planning Commission fails to make a report within sixty (60) days after receipt of the application, then the City Council may proceed without the report. The City Council may approve the final PUD plan, and final plat, if applicable, and attach such conditions, as it deems reasonable or deny the final PUD plan and final plat, if applicable.

1. **Final PUD Plan.** The final PUD plan and final plat, if applicable, are the approved preliminary PUD plan and approved preliminary plat, if applicable, along with the satisfaction of any conditions imposed on the preliminary PUD plan approval and preliminary plat approval, if applicable. The final PUD plan shall include but not be limited to:
 - i. A final plat, if applicable, and information required by the City's Subdivision Ordinance (Chapter 12 of the City Code).
 - ii. Ten (10) sets of the final PUD plan drawn to a scale of a maximum of 1 inch = 100 feet (or such scale requested by the City Zoning Administrator) containing at least the following information:
 1. The name of the development.
 2. Property boundary lines and dimensions of the property and any significant topographical or physical features of the property including any wetlands on the property.
 3. The location, size, use and arrangement including height in stories and feet and total square feet of ground area coverage and floor area of

- proposed buildings, including manufactured homes, and existing buildings which will remain, if any.
4. Location, dimensions of all driveways, entrances, curb cuts, parking stalls, loading spaces and access aisles, and all other traffic circulation (pedestrian, bicycle, and vehicle) elements; and the total site coverage of all such traffic circulation elements.
 5. Location, designation and total area of all common open space.
 6. Location, designation and total area proposed to be conveyed or dedicated for public open space, including parks, playgrounds, school sites and recreational facilities.
 7. Proposed lots and blocks, if any and numbering system.
 8. Location use and size of structures and other land uses on adjacent properties.
 9. Detailed sketches and provisions of proposed landscaping.
 10. Detailed grading and drainage plans for the developed PUD.
 11. Any other information that may have been required by the Planning Commission or Council in conjunction with approval of the preliminary PUD plan.
- iii. An accurate legal description of the entire area within the PUD for which final PUD plan approval is sought.
 - iv. A tabulation indicating the number of residential dwelling units and/or transient units and expected population.
 - v. A tabulation indicating the gross square footage, if any, of commercial and industrial floor space by type of activity (e.g. drug store, dry cleaning, supermarket).
 - vi. Preliminary architectural "typical" plans indicating use, floor plan, elevations and exterior wall finishes of proposed building, including manufactured homes.
 - vii. A detailed site plan, suitable for recording, showing the physical layout, design and purpose of all streets, easements, rights of way, utility lines and facilities, lots, block, public and common open space, general landscaping plan, structures, including manufactured homes, and uses.
 - viii. Detailed grading and site alteration plan illustrating changes to existing topography and natural site vegetation. This plan should clearly reflect the site treatment and its conformance with the approved Concept Plan and approved preliminary PUD plan.
 - ix. A soil erosion control plan acceptable to any agency with review authority clearly illustrating erosion control measures to be used during construction and as permanent measures.

E. Amendments.

1. Minor changes in the location, placement, and heights of the buildings or structures may be authorized by the zoning administrator if required by engineering or other circumstances not foreseen at the time the final plan was approved.
2. Major changes, such as rearrangement of lots, blocks and building tracts, require a public hearing and renegotiated development agreement. All changes shall be consistent with the purpose and intent of the original approved final development plan and the

Comprehensive Plan. All amendments to the development agreement shall require the same procedures as for the application for a conditional use permit as set forth in the ordinances. Major changes include:

- i. An additional use, a more intensive use, or an increase in the parking requirement.
- ii. Changes in [design,] bulk, mass or orientation.
- iii. A reduction in the effectiveness of approved transitional screening, buffering, or landscaping, and any reduction in common open space or areas subject to preservation. Substantial changes in the location or type of pedestrian or vehicular access or circulation.
- iv. Changes in the phasing schedule that change the timing, amount, or completion of common open space, public facilities, or other improvements.

F. **Control and Map Designation** The final development plan of the PUD shall control the development of the PUD rather than any other provisions of this zoning ordinance. The plan shall be numbered and kept on file with the City.

1. Upon approval of the final PUD, the PUD boundaries shall be noted on the official zoning map as it is amended from time to time. The map shall include a numbered reference to the final PUD on file with the City.

11.61 Shoreland Overlay District

Subd. 1. Purpose and Authority.

- A. This Shoreland Overlay District is adopted pursuant to and complies with Minnesota Statutes Chapter 105, and Minnesota Regulations Part 6120, Subpart 1(a).
- B. The provisions of this overlay district are in addition to the requirements of this Chapter as they apply to the land use district underlying this overlay district; where provisions of this district are more restrictive they shall apply, where provisions of an underlying district are more restrictive, they shall apply.
- C. The provisions of this district shall apply to all lands within the City as shown on the official zoning map, and as further defined as the North Shore Management Planning Area, Minnesota Regulations Part 6120, Subpart 1(a).
- D. The policy fundamentals of Minnesota Regulations Part 1620, Subpart 1(a) (The North Shore Management Plan) are hereby adopted by reference.
- E. Permitted and conditional uses in the "S-O" District shall be consistent with the underlying zoning district and the Shoreland Management areas and policies of Minnesota Regulations Part 6120, Subpart 1(a).

Subd. 2. Intensity of Use and Height Regulations.

- A. The minimum lot size shall be 10,000 square feet.
- B. The structure setback from the ordinary high water mark of rivers and streams shall be 75 feet, and 40 feet from the vegetation line on Lake Superior, except lesser setbacks may be allowed in all districts except the Parks and Recreation District after certification from a licensed engineer that the building site is stable, not subject to slumping, shore-line erosion, wave run-up and public access to the shoreline is provided wherever possible.

Patty Nordean

From: Justin Otsea <Jotsea@ardc.org>
Sent: Friday, March 24, 2023 10:12 AM
To: Patty Nordean; Tim Costley
Subject: RE: Concept Plan Approval Questions
Attachments: PUD Process.pdf

Hey Patty,

Just to follow, sorry I think I misinterpreted the previous email. I've provided what I know on each topic below in blue text.

I have no additional information to request at this time. Appreciate the assistance on this matter, I'll be signing off for the day shortly. (If there is an emergency you can reach me on my cell).

Thanks again for all the support and have a great weekend!

-Justin

From: Patty Nordean <pnordean@twoharborsmn.gov>
Sent: Friday, March 24, 2023 8:59 AM
To: Justin Otsea <Jotsea@ardc.org>; Tim Costley <tac@costleylaw.com>
Subject: FW: Concept Plan Approval Questions

FYI – Please review and hopefully we can chat about this yet this morning.

I am happy to send out a letter to the developers, but I would like your responses first in the event we already have some of this information, or there is any other information you would like me to request.

Thank you,

Patricia Nordean

Administrator

City of Two Harbors

522 First Avenue

Two Harbors, MN 55616

pnordean@twoharborsmn.gov

Ph: (218) 834-8806

Fax: (218) 834-2674

From: Cathy Erickson <councilorerickson@twoharborsmn.gov>

Sent: Thursday, March 23, 2023 10:15 PM

To: Patty Nordean <pnordean@twoharborsmn.gov>; Ben Redden <councilorredde@twoharborsmn.gov>

Subject: Concept Plan Approval Questions

Greetings Patty and Ben,

I appreciated the opportunity to learn more from Justin, Tim, and the developers regarding the proposed development on Lighthouse Point at our special meeting.

I recognize the importance of being able to make a decision and I would greatly appreciate the consideration of outreach to the developer to request specific information for us to consider for a Phase 1 PUD concept plan approval.

Here are my questions, noting that there may be others with different questions.

1. The PUD sets out 7 criteria for the council to consider. I need a more specific response from the developer on how this development will have a community benefit. Could they put in writing as many things as they can and as specific as they can so we can have understanding if the project can meet this first threshold.

We have requested this informally but I would support a formal request from Council.

2. My understanding is the planning commission voted unanimously to approve the concept plan, WITH CONSIDERATIONS.

Justin eluded that most of those considerations had been met but I'm still unsure if P&Z would maintain their approval recommendation based on the updated information. It is also my understanding that there will not be another meeting before we need to make our decision. At a minimum could we get confirmation from Justin that those preliminary questions have been resolved or that an effort has been made to get those resolved? Or that any of those would stand in the way of a concept plan approval? If there is a material issue, have efforts been made to get that resolved?

I've placed the full text of the Planning Commissions recommendation below. It appears that many of these caveats have changed, some have not, but in no way can I speak to their overall opinion or approval on each of the factors after the change. Recommendation below:

The Planning Commission recommended approval of the Concept Plan with considerations for stormwater/water retention, height/elevation, trail alignment, density (specifically eliminating some of the NE units), Public Use amenities, potentially architectural considerations to exterior finishes to fit the historical aesthetic, considerations for the use of right of way, and overall ensuring how the 2006 agreement impacts with development of the site. Motion approved by all members present and voting.

3. It appears some hesitation remains regarding design elements. I'm unsure if this is a requirement at this point, so I could use some clarification on when that is considered or if that is a reason to delay a concept plan.

Staff has outlines some concerns on the architectural elements in the report. At the concept phase portion we're not locked into these elements, but if council has concerns about them as well any approval should include those provisions.

4. I've appreciated the approval steps but I think we could use more detail on what does step 2 look like and that we have assurance the developers also know what the expectations are. I've heard the developers say they want to work with the city but I think we need to know those non-negotiable items so we all move with awareness.

I have attached a pdf that contains all the procedural guidance from the zoning code related to the PUD process. I've noted the concept and final plan, and highlighted the preliminary plan process which should provide insight as to how the process would work. This information has been shared with the developers since the initial October meeting.

This is what I've got on my mind now and would greatly appreciate a timeline update to see if we can get responses from the developer by Monday or if they need more time and we table a decision.

Thanks so much for helping us be informed!
Cathy

MEMORANDUM

To: Two Harbors City Council
CC: Patty Nordean, City Administrator, Tim Costley, City Attorney
From: Justin Otsea, ARDC
Date: March 22nd, 2023
Subject: XX Lighthouse Point Road PUD Concept Plan-Staff Report

Planned Unit Development Proposed

The applicant, LHP22 LLC, represented by Jack Lax has proposed a Planned Unit Development on a 5.4-acre parcel on Lighthouse Point. The project consists of 13 two-family residential buildings (26 units overall) arranged along private loop road. The proposed housing sits on 5.04 acres, and a commercial building on 0.36-acre at the south end of the site. The project proposes a private street and stormwater treatment with public water and sanitary sewer.

The property is currently vacant except for a city owned paved walking trail on the north side of the property. There does not appear to be an easement in place for the trail.

The base zoning district for this project area is the Mixed-Use Waterfront district with a Shoreland Overlay Zone.

PUD Background

Planned Unit Developments (PUDs) are a zoning and subdivision process that gives flexibility from zoning standards to achieve a defined goals of the City and applicant. The purpose of a PUD is defined in section 11.20 Subd. 1 of the Zoning Code. The text has been included for reference below:

PUD – Planned Unit Development District

The purpose of the Planned Unit Development ("PUD") Overlay District is to implement the goals and policies of the Two Harbors Comprehensive Plan by providing comprehensive procedures and standards intended to allow flexibility in the development of residential, commercial, and mixed residential/commercial development by incorporating design modifications and/or mixture of uses. The PUD process, by allowing deviation from the strict district and performance standards is intended to encourage:

- A. Variety.** Innovations in development to the extent that the growing demands for all styles of economic development expansion may be met by greater variety in type, design, and placement of structures and by the conservation and more efficient use of land in such developments.
- B. Sensitivity.** By departing from the strict application of required performance standards associated with traditional zoning, a PUD can maximize the development potential of land while remaining sensitive to its unique and valuable natural and scenic characteristics.

C. Efficiency. The consolidation of areas for recreation and reduction in street lengths and other utility-related expenses.

D. Density Transfer. The project density may be clustered, basing density on the number of units per acre instead of specific lot dimensions.

E. District Integration. The combination of uses which are allowed in separate zoning districts such as:

1. **Mixed residential allows both densities and unit types to be varied within the PUD.**

2. Mixed commercial, residential, or institutional land use with the integration of compatible land uses within the PUD.

F. Infill. Encourage infill within areas of the City which are characterized by existing development.

Process Overview

There are four (4) stages to the PUD process: Application Conference, Concept Plan, Preliminary PUD Plan, and Final Plan, as described below:

1. **Application Conference** – Developer is encouraged to meet with City Staff to discuss elements of the proposed project prior to submitting a concept plan. (Completed 10/5/22)
2. **Concept Plan** – The Concept Plan provides an opportunity for the developer to submit a plan to the City showing the basic intent and the general nature of the entire development without incurring substantial costs for architectural, planning, engineering, legal or other services. The plan shall include required elements described in the code, not as extensive as Preliminary Plan.
 - a. **Approval/Disapproval.** The City Council shall approve or disapprove the Concept Plan at a regular meeting of the City Council. An approval of a Concept Plan by the City Council is not a final approval of the proposed PUD but merely an authorization for the developer to apply for a preliminary PUD plan and preliminary plat, if applicable. A disapproval of a Concept Plan by the City Council is without prejudice to the developer submitting another Concept Plan for the City for its consideration.
3. **Preliminary Plan** – Following approval of the Concept Plan, the developer shall, if developer desires to proceed further with the PUD, submit a preliminary PUD plan and preliminary plat, if applicable, an application for the approval of them and all supporting data and documentation (all the foregoing is collectively the application). The application must be submitted within one year of the approval of the Concept Plan. The application shall proceed and be acted upon in accordance with the requirements of Subsection E. of this Subdivision.
4. **Final PUD Plan, Final Plat** – Following preliminary PUD plan and preliminary plat approval, if applicable, the applicant shall submit the final PUD plan and final plat, if applicable. Following preliminary PUD plan and preliminary plat approval, if applicable, the applicant shall submit the final PUD plan and final plat, if applicable, within one calendar year.

Comprehensive Plan Review

It is Planning Staff's view that the proposal is consistent with The City of Two Harbors Comprehensive Plan if public access to the Lake, open space, and natural aspects of publicly owned land are protected (Waterfront Goal 2). The future land use of this site is marked as Future MUW

Development in the Waterfront Planning section on Page 49. It is noted that “with the planned construction of the DNR marina and safe harbor and the possibility of new housing and lodging on Lighthouse Point, the potential for revitalization (note: of the waterfront district) is much improved.

Zoning Code Review

Use of the Planned Unit Development process is proposed to design a project that does not meet requirements of the base or overlay zoning districts to which the property is subject.

The base zoning layer for the site is MUW-Mixed Use Waterfront. The site is also covered by the S-O Shoreland Overlay district. The provisions of the overlay district are in addition to the requirements of the base land use district; where provisions of overlay district are more restrictive, they shall apply, where provisions of the base district are more restrictive, they shall apply.

When reviewing proposals for PUDs in the S-O Overlay District, staff shall consider whether the PUD proposal meets the standards and criteria the Shoreland Overlay district. If there is a case where the standards and criteria in Section 11.50 are not consistent with those in this Section, the standards contained in the PUD ordinance shall apply.

The following chart lays out the difference between the MUW district, the Shoreland Overlay District, and the Proposed PUD Concept Plan. While the exact proposed front yard, side, yard and back yard setbacks are unknown it is expected that variations from the zoning standards will be requested if the Concept Plan moves to the Preliminary Plan stage. Variations to the maximum building height and impervious surface requirements are not contemplated by this proposal. Section 11.60 Subd.6 lays out a process to decrease building height or increase it to 50'. That request would have to take place during the public review process of the Preliminary PUD plan.

Building Height

There is a difference in the definition of building height in the City zoning code and the North Shore Management Plan.

The City's code defines building height as: The vertical distance from the grade to the highest point of the coping of a flat roof or to the average height of the highest gable of a pitch or hip roof.

The North Shore Management Plan defines building height as the measured from the top of the building to average natural grade line with the top of the building being defined as the peak of the roof.

The North Shore Management Plan allows the City to use this alternate definition because of a determination made in the Plan: There are four cities that have sizable, incorporated areas within the shoreland management zone. As part of the discussion in the planning process, it was determined that the NSMP update should encourage development in these areas and other development nodes. The original NSMP seemed to also support this conclusion by stating that commercial-urban areas as defined in that plan were exempted from the density and dimensional standards in the Planned Unit Development Guidelines.

It is Planning Staff's view that the City's standard zoning definition of height can achieve goals consistent with the NSMP on this site.

Zoning Standards	MUW District	Shoreland Overlay District	Proposed PUD	Variations	Notes
2-Family Dwelling	Y, Conditional Use	Y, In Accordance with Underlying District	Y, PUD overrides CUP process	No	
Commercial Building Coffee/Bar/ Restaurant Proposed	Y, Conditional Use	Y, In Accordance with Underlying District	Y, PUD overrides CUP process	No	
Minimum Lot Area	5,000 sf	10,000 sf	8,444 sf*	Yes	See Density
Minimum Width	None	Same as underlying Zone or 75 ft	Unknown, Possible CIC Plat	Yes	
Minimum Front Yard	10'	Same as Underlying Zone	Unknown	Some Anticipated	Structure setback from OHWL of lake is 75'
Minimum Side Yard	5'	Same as Underlying Zone	Unknown	Some Anticipated	Structure setback from OHWL of lake is 75'
Minimum Rear Yard	20'	Same as Underlying Zone	Unknown	Some Anticipated	Structure setback from OHWL of lake is 75'
Maximum Height	35'	Same as Underlying Zone	Unknown	No	
Lot Coverage by Impervious Surface	N/A	25%, unless professional engineered surface water runoff plan is prepared.	Unknown	No	

Density

In Two Harbors, a PUD may grant an increase in density up to 30 percent greater than the underlying zoning district if a project provides public benefits above and beyond development under standard zoning. The criteria for evaluating bonus density are laid out in the zoning code:

Basis for Approval of Bonus Density. Upon submittal of the PUD application, the Zoning Administrator shall review the proposed project and submit a report to the Planning Commission, containing recommendations and proposed findings of fact and conclusions with respect to the allocation of bonus densities for the project. The allocation of bonus densities should be based upon a comprehensive review of the entire project. It is the intention of this Section to allow bonus densities where a PUD applicant proposes design attributes providing public benefits in addition to those required by local, State or Federal land use or environmental regulations. Consideration of the following criteria should be given:

- 1. Preservation of Open Space and Natural, Historical and Cultural Features (Exceeding Mandatory Code Requirements).**
- 2. Public Service and Facility Availability (Exceeding Mandatory Code Requirements).**
- 3. Energy Efficiency (Exceeding Mandatory Code Requirements).**
- 4. Public Recreation Facilities (Exceeding Mandatory Code Requirements).**
- 5. Environmental Design (Exceeding Mandatory Code Requirements).**
- 6. Affordable Housing (Exceeding Mandatory Code Requirements).**
- 7. Other Criteria.**

Density Analysis

The base district for this project area is the Mixed-Use Waterfront district which sets minimum lot sizes of 5,000 sf but that is superseded by the Shoreland Overlay Zone which sets the minimum lot size at 10,000 sf for newly created lots.

Because the PUD allows variations in lot size it is necessary to convert from lot size to an equivalent units per acre. The methodology for that conversion and calculating the allowable bonus density are below.

The residential portion of the project parcel has a standard allowable unity density of 4.35 unit-lots per acre for a total of 21.9 units. A 30 percent density bonus would allow an additional 6.6 units for a total of 28 units. For comparison that equates to an average lot size of 8,131 sf.

Standard Density

1 acre = 43,560 sf

minimum lot size (Shoreland Overlay Zone) = 10,000 sf

total parcel size = 5.4 acres

residential parcel size = 5.04 acres

commercial parcel size = 0.36 acres

rps x 1a = total residential square feet [trsf] ($5.04 \times 43,560 = 219,542$ sf)

trsf/mls = Standard Density Allowable Units [SDAU] ($219,542 / 10,000 = 21.9$)

SDAU = 21 unit/lots

Bonus Density

30% bonus density if 1 or more criteria met

SDAU+ 30% SDAU = Bonus Density Allowable Units [BDAU]

30% of 21.9 = 6.6

21.9 + 6.6 = 28.5

BDAU = 28 unit/lots

The applicant has indicated that the two-family residential project will be developed as twin-homes rather than duplexes. In form and function the buildings may be indistinguishable from one another, but they are subject to different building code standards property recording.

A twin-home is basically two homes that share a common wall, with two separate owners and two yards. The property line generally runs down the center of the home.

A duplex is like a twin-home, but it is two homes that share a wall are on one lot and are owned by one person, who has control over the two homes and yard.

It is Planning Staff's view that duplexes are considered one primary structure under the zoning code and can share one 10,000 square foot lot under the zoning code. In this scenario, the permittable standard density of the development could allow 21 lots with 42 units. The proposed density and/or number of lots is about 60 percent of the standard zoning maximum. No bonus density would be required. The public benefit requirements for awarding bonus density would not considered under this scenario.

However, under a twin-home development, Planning Staff's view is that separate lots are created because two separate primary structures are created by the legal split.

The definition of a lot under the zoning code is "a parcel of land occupied or intended for occupancy by one main building together its accessory buildings, and uses customarily incidental to it, including the open spaces required by this chapter and having its principal frontage on a street or upon a place as defined in this chapter."

A building is defined as "any structure for the shelter, support or enclosure of persons, animals, or property and when separated by dividing walls without openings, each portion of such building, so separated, shall be deemed a separate building."

Under this scenario, each part of the split twin-home would require the minimum lot size of 10,000 square feet under the zoning code. At 10,000 square feet lot/unit the zoning would allow development of 21 lots with 21 units. A bonus density of approximately 28 percent would be required to allow 26 lots with 26 units.

In a twin-home development the calculable density increases from 60 percent to 128 percent even though the development would look virtually the same from the outside observer.

Bonus Density Analysis

Currently, the developer proposes the public benefit for the bonus density to be the permanent easement of the existing paved multi-use trail on the property. At the time of this report, the developer has not submitted details of any additional public benefit to the city.

Additionally, the underlying 'Mixed Use Waterfront' District outlines that all proposed projects 'must provide linkages to Lake Superior waterfront and adjacent neighborhoods.' Relevant text included below:

11.62 Mixed Use Waterfront Standards

D. General Site Development Framework. Developments throughout the Mixed-Use Waterfront District (MUW) shall contribute to capturing the authentic spirit of the maritime history of Two Harbors. By considering the impact of new development this spirit can be promoted. Along with views of and access to the water and water-related activities use of water- and boating-related artifacts, architectural features and historical interpretive devices in construction are encouraged to carry out the waterfront theme. Use of traditional regional architectural styles and related artifacts will help ensure cohesiveness and harmony with the overall character of the District. The following is a framework around which site plans should be designed in the MUW District.

1. The development must provide linkages between the Lake Superior waterfront and adjacent neighborhoods.
4. The development must maintain pedestrian linkages using walkways, plazas, and boardwalks.
5. The development must create public places as destinations along pedestrian linkages.

Architectural Concerns with the Underlying Zoning District-

Additionally, the newly submitted architectural designs seem to diverge away from the underlying zoning language more than the plans submitted for the Planning Commissions hearing in January. The relevant language from the code has been listed below:

11.62 G. Architectural. Due to the mixed-use nature of the development, architectural compatibility is necessary in order to visually integrate development and allow for proximity of various uses. Acceptable exterior building materials within the MUW District should include brick, wood, stone, and ornamental iron. The uses of such materials, along with traditional building techniques, are intended to promote and enhance the waterfront character of the District while providing a harmonious cohesiveness between old and new structures. Where additions to historic buildings are proposed, materials should match as closely as possible, as should the patterns created, and mortar, in the case of brick buildings. In general, brick and stone buildings should not be painted.

1. Residential buildings shall be constructed of brick or wood siding replicating the architectural styles of Two Harbors historic neighborhoods.

Other Areas of concern identified by Staff

Lack of Public Space – Further information would be helpful to better define the public space proposed and how it interacts with the commercial space. No details have been provided for how the development will provide public space aside from the existing trail alignment.

Public Comment Questions and Concerns

The following section attempts to address the main questions/concerns identified at the Council's Public Hearing held on February 13th, 2023.

1. ***Will an Environmental Assessment Worksheet (EAW) be required for this project?***

Yes, staff anticipates an EAW will be required for the proposed development under MINNESOTA STATUTES. CHAPTER 4410, ENVIRONMENTAL REVIEW 4410.4300 MANDATORY EAW CATEGORIES.

Subp. 19a. Residential development in shoreland outside of the seven-county Twin Cities metropolitan area.

2. ***Are wetlands impacted by the proposed development?***

While past wetland delineations indeed identify a wetland is present on the site, they are currently expired and would require a new wetland delineation if the proposal is to move ahead. The applicant has noted the design attempts to minimize impacts on the wetlands identified in historical delineations.

3. ***Is a PUD required for the proposed development?***

Yes, there are several factors to the proposed development as presented that require a PUD. The developer is seeking the bonus density triggering the requirement for the PUD. Additionally, to subdivide property, all lots must have full frontage on a public road as defined in *Section 12.30 Subdivision Standards Subd 4. Lot sizes shall conform to the Zoning Chapter, and shall have full frontage on a public street.* The proposed development calls for a private road. It is anticipated that setbacks variations will also be required.

4. ***Do the North Shore Management Plan Standards Apply to this parcel?***

Not entirely. The Zoning Code identifies the district as a 'Commercial-Urban Node' for purposes of the NSMB Plan in section 11.63 Subd 3. The NSMB Plan language regarding Commercial-Urban Nodes has been included below for reference:

3.2.3 The original NSMP seemed to also support this conclusion by stating that commercial-urban areas as defined in that plan were exempted from the density and dimensional standards in the Planned Unit Development Guidelines.

Of note, the City has adopted the Shoreland Overlay Zone, consistent with the NSMB standards, which allows for the Shoreland Overlay Zone and PUD ordinances to be controlling laws. However as noted above, the parcel in question and PUD process are exempt from dimensional standards.

Recommendation options:

The Concept Plan Process allows for the Planning Commission to make a recommendation to the City Council regarding next steps for the proposal. City Council will make the final determination, but staff has outlined the below options for recommendation:

1. Approved to proceed to Preliminary Plan as is.
2. Approved to proceed to Preliminary Plan with changes identified by Planning Commission and/or those by the City Council (i.e. still allowing twin homes and commercial use but with changes to identified concerns).
3. Denial of the concept plan without prejudice to future applications.

Planning Commission Recommendation

The Planning Commission recommended approval of the Concept Plan with considerations for stormwater/water retention, height/elevation, trail alignment, density (specifically eliminating some of the NE units), public use amenities, potentially architectural considerations to exterior finishes to fit the historical aesthetic, considerations for the use of right of way, and overall ensuring how the 2006 agreement impacts with development of the site. *Motion approved by all members present and voting.*

Of note, the update proposed concept plan includes changes to the density, trail alignment, and stormwater/water retention concerns. Public Use of the property has not been further defined aside from the preserving of the trail. It has also been identified that the 2006 agreement does not apply to the proposal.

Narrative on Lighthouse Point

i. Overall maximum PUD density.

Proposed 28 townhome units in 14 buildings, one commercial lot with space for coffee/ bar/ restaurant use, along with shared gathering space for owners use.

ii. Specific location of major streets and pedestrian ways.

The project will access off of Lighthouse Point Road, which comes directly off of 3rd Street from the Downtown District. There is a pedestrian walking path on the North side of the subject property and a public boat launch and parking lot adjacent to the West side.

iii. Location and extent of public and common open space.

The pedestrian walkway on the North side of the property will be improved with new grading and gravel, and enhanced with landscaping & lighting.

A proposed coffee/bar/restaurant on the south side of the property would enhance and promote the public's use of Agate Bay as a destination of choice.

iv. Staging and time schedule of development.

Proposed staging and time schedule as follows:

- April: finalize all city approvals and permits for site work, close on construction loan for road work and begin installation of same
- May: begin construction of first building, Units 1&2
- September: estimated completion of road work, begin construction on Units 3&4
- October: anticipated sale of first units 1&2
- October 2024: anticipated sale of final units 27&28

v. Other special criteria for development.

We will actively seek out an operator of the commercial space that will offer local beers and locally caught fish and other food items. This could easily become a destination for the area.

We will ask to utilize the strip of currently unused land between the boat launch parking and the project as overflow parking. and added green space for residents. As well as burying the existing overhead power line that runs to the lighthouse.

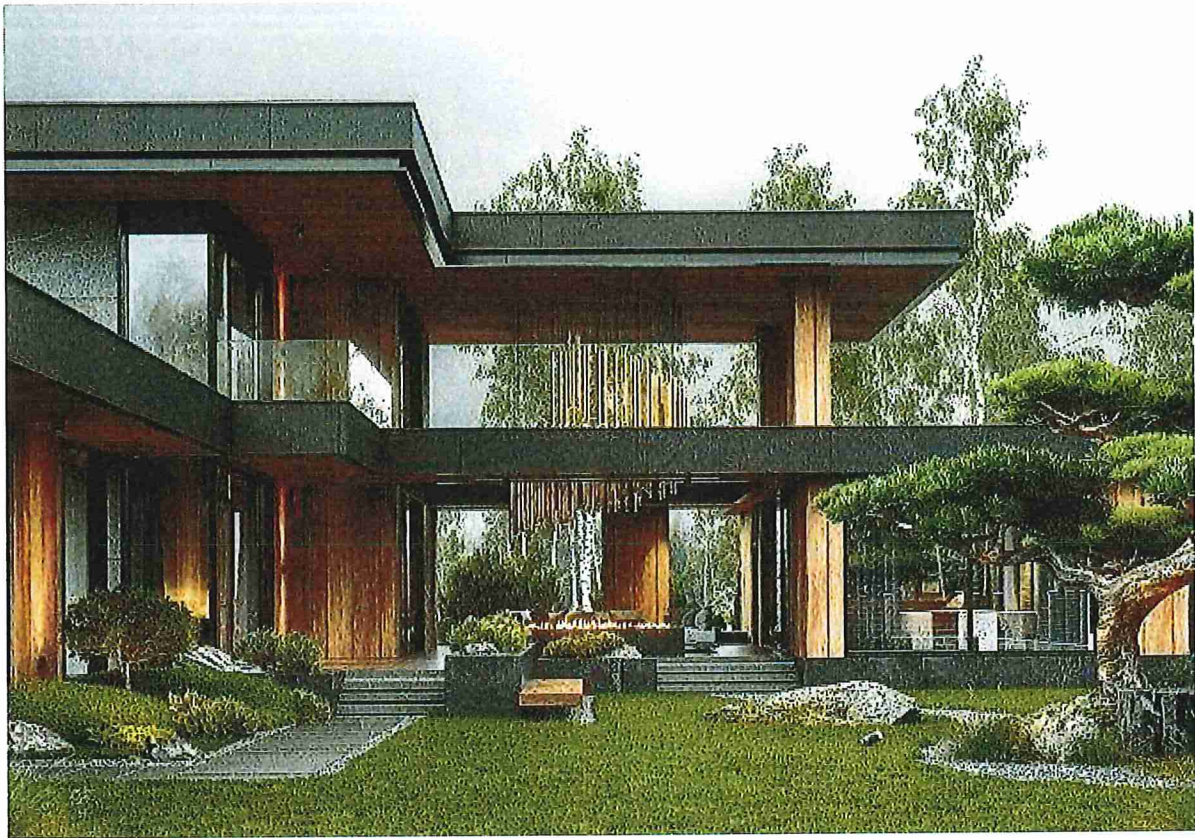
We will be asking for TIF to help with the costs of bringing in the road & infrastructure.

vi. Specific location of residential and nonresidential land uses with approximate type and intensities of development.

The residential portion of the project consists of 28- individual townhomes in 14 buildings. The commercial portion makes the highest and best use of the far southern corner of the project, providing food & beverage service to the public and a gathering space for the future owners of the townhomes.

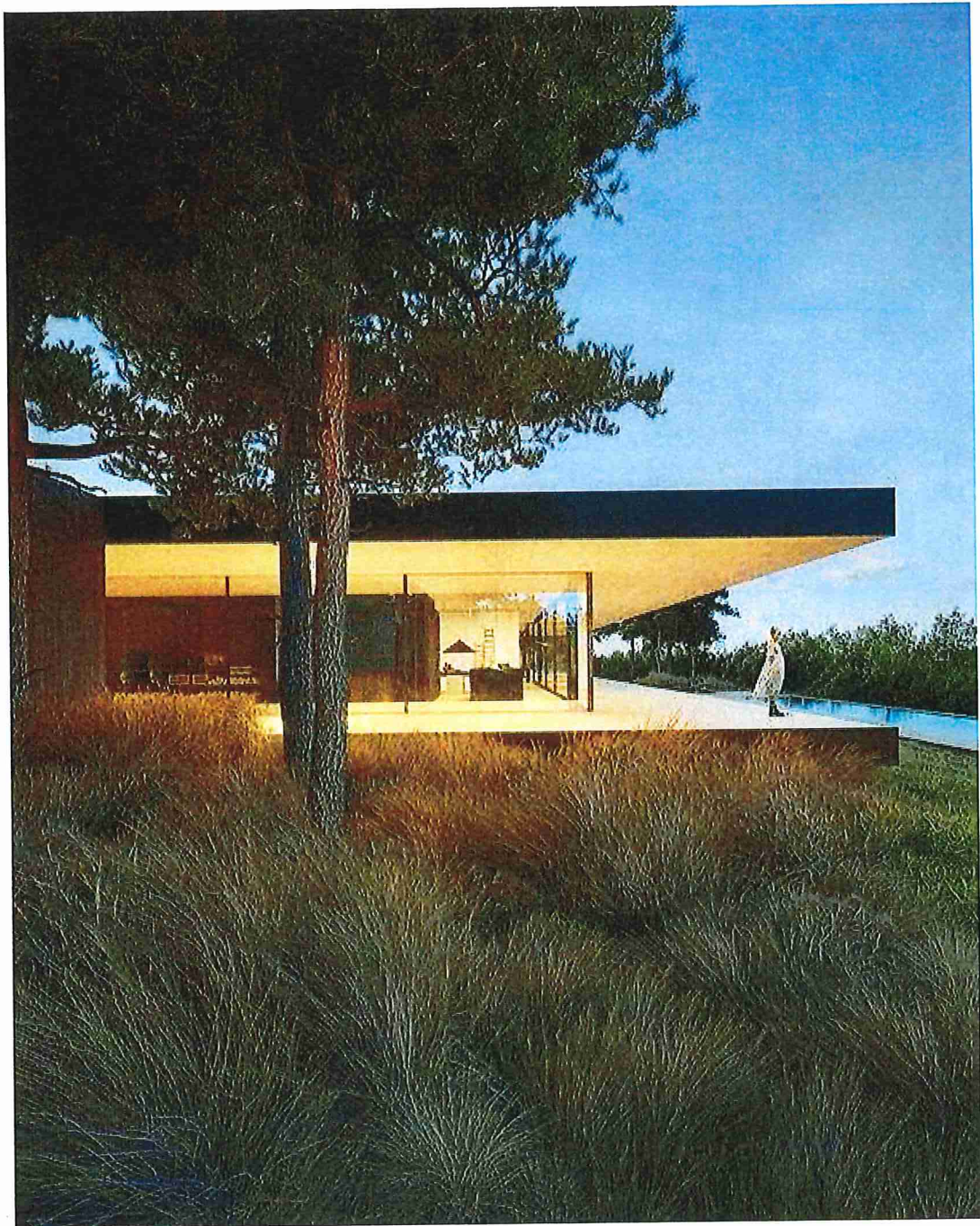
vii. Narrative statement substantiating how the proposed development will be superior or more innovative than conventional development undertaken through the City's land use regulations. The statement shall also substantiate how the proposed PUD will provide a benefit to the public beyond what is available through conventional development.

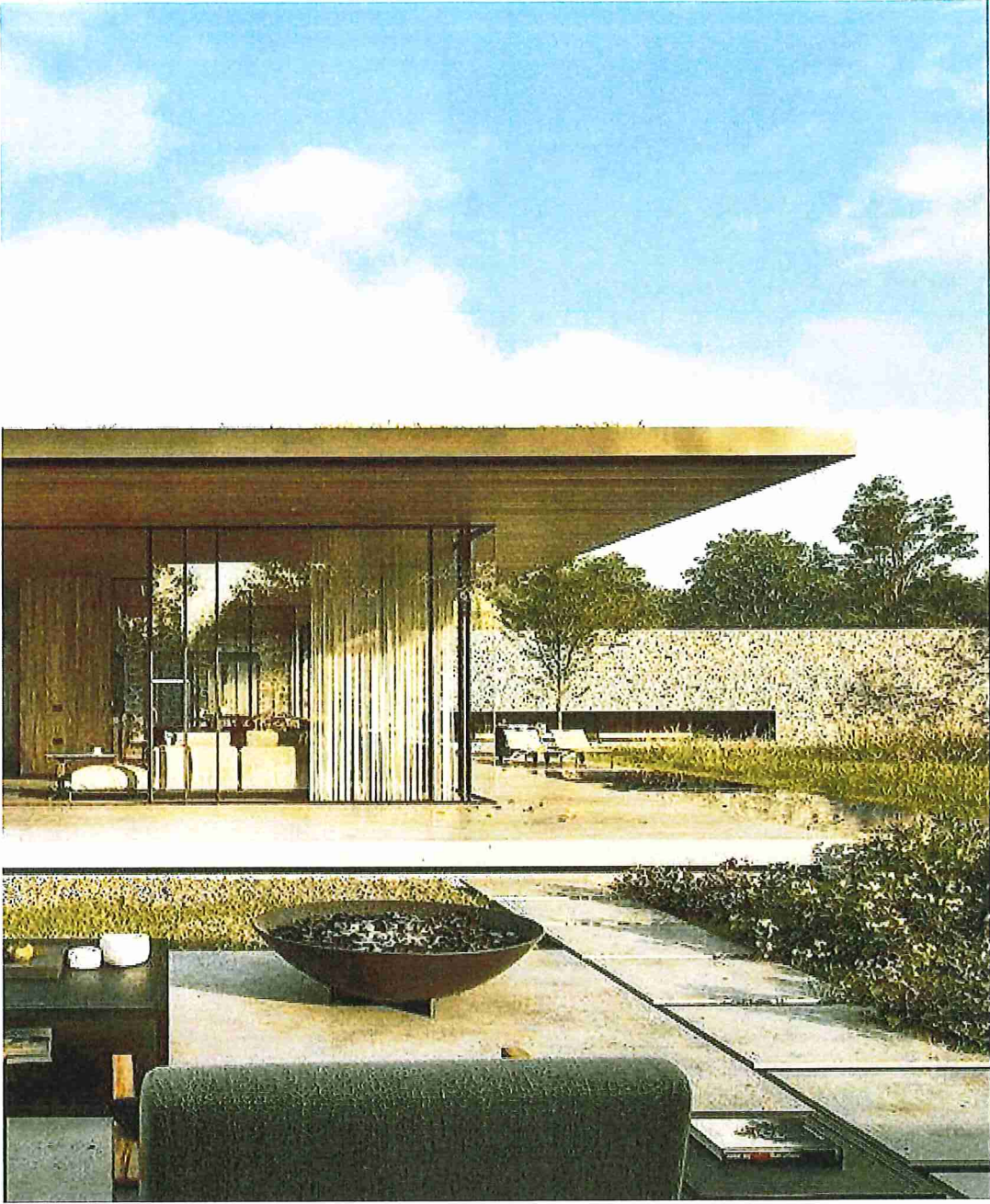
The project will be more superior in that the layout of the structures can be best situated on the parcel, and more innovative in that we can offer the commercial space as a destination for the downtown/lakefront areas. This development will bring new life to the agate bay area well providing an outstanding residential housing option.













Certification of Individual Project Design Disciplines Are
Included On Their Individual Drawings, Respectively



GENERAL NOTES

1. 8 EACH - HOUSE TYPE 1 (56' X 80') DECK INCLUDED IN OVERALL DIMENSION.
2. 8 EACH - HOUSE TYPE 2 (56' X 44') DECK INCLUDED IN OVERALL DIMENSION.

CONSTRUCTION NOTES

1. PROTECT EXISTING BITUMINOUS WALKING TRAIL.
2. BITUMINOUS SUBDIVISION ROADWAY
3. CONCRETE DRIVEWAY
4. APPROXIMATE VETTING BOUNDARY
5. COMMERCIAL BUILDING (2' X 7')
6. VOLUME REQUIRED - 10,110 CF

LIGHTHOUSE ROAD SUBDIVISION

Advanced Engineering and Environmental Services, LLC www.aes2.com

CONCEPT PLAN

PROJECT NO.	SW C101
DATE	FEB 2023
PROJECT NAME	LHP22, LLC
PROJECT ADDRESS	TWO HARBORS, NY
PROJECT NO.	SW C101





- Legend**
- City Limits
 - Sanitary Valve
 - Sanitary Manhole
 - Sanitary Lift Station
 - Sanitary Pipe
 - Sanitary Forcemain
 - Storm Manhole
 - Storm Culvert
 - Inlet
 - Outlet
 - Storm Control Structure
 - Storm Catch Basin
 - Storm Pipe
 - Water Valve
 - Water Hydrant
 - Water Vault
 - Water Building
 - Water Pump
 - Watermain
 - Gas Valve
 - Gas Fixture
 - Gas Lines
 - Parcels (9/1/2022)
 - PWI Watercourse
 - NWI

Lighthouse Point Utility Map



Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Two Harbors is not responsible for any inaccuracies herein contained.



Two Harbors Planning Commission
Meeting Minutes

January 3rd, 2023

Present: Koehler, Snowdon, Nielson, Redmann, Chapek

Absent: Glaser

Other See attached and zoom meeting.

Next meeting: February 7th, 2023

I. Call to Order

Koehler called the meeting to order at 5:33 p.m.

II. Approval of Agenda

Motion by Neilson to approve the agenda. Support by Chapek. Motion approved by all members present and voting.

Motion to Adjourn the regular Planning Commission meeting made by Snowdon. Support by Neilson Motion approved by all members present and voting.

III. Public Hearing Lighthouse Point- Justin opened the meeting by describing what a Planned Unit Development is, and how the new process in the City of Two Harbors works. A brief description from the zoning code has been included below:

PUDs may be used as an overlay zoning district over any base zoning district or combination of districts. The PUD process provides an alternative to traditional development under other zoning and subdivision standards of the City. This Chapter shall not be applied to single-family residential lots incapable of further subdivision due to lot size or as a means to avoid other procedures more appropriately reviewed as variance applications.

There are four (4) stages to the PUD process: Application Conference, Concept Plan, Preliminary Plan and Final Plan.

This evening's hearing is for the Concept Plan phase of the project. The other phases are described in the report.

The Concept Plan provides an opportunity for the developer to submit a plan to the City showing the basic intent and the general nature of the entire development without incurring substantial costs for architectural, planning, engineering, legal or other services. The plan shall include required elements described in the code, not as extensive as Preliminary Plan.

The applicants briefly described their project proposal as the applicant proposes to construct 14 two family homes, totally 28 units, arranged along a cul-de-sac and a commercial building on a 5.4-acre parcel on Lighthouse Point and install the road, water, sewer, and storm sewer infrastructure necessary to support the development.

Public comments were then taken for the project and many individuals provided comment. A summarized list of common themes has been included below: Height/Elevation, Density, Trail alignment, Storm water, Accessibility, Public Use of property and Open space impacts- potential public restroom amenities, etc., increased traffic concerns, architectural Concerns, geologic concerns about the site and potential blasting impacts, wastewater treatment facility proximity, easement concerns, considerations for a loop road, and how the previous 2006 agreement with Sam Cave outlining the development of the parcel identified factors into a newly proposed project. The Commission had extended discussion after the comment period.

Comments, discussion, and the hearing in its entirety can be found here:

<https://reflect-two-harbors.cablecast.tv/CablecastPublicSite/show/5163?channel=1>

Motion by Chapek to recommend approval of the Concept plan with considerations for stormwater/water retention, height/elevation, trail alignment, density (specifically eliminating some of the NE units), Public Use amenities, potentially architectural considerations to exterior finishes to fit the historical aesthetic, considerations for the use of right of way, and overall ensuring how the 2006 agreement impacts with development of the site, 2nd Neilson- *Motion approved by all members present and voting.*

Motion by Neilson to adjourn the Public Hearing. Support by Chapek. *Motion approved by all members present and voting.*

Motion by Todd Redmann to open the public hearing for Zoning Code Amendment 2nd Chapek - *Motion approved by all members present and voting.*

- IV. Public Hearing- Zoning Code Amendment-** Justin referenced members to their packet which contained a proposed new zoning definition for hotels and motels. The Commission opened the floor for public comments. Sandra Fitz, a local motel owner, mentioned that for some smaller operations, a requirement of an occupied desk 24 hours a day is unfeasible or necessary. The commission briefly discussed other opportunities for defining hotels/motels to avoid conflicts with the existing short term rental ordinance. Minimum units, liability insurance, others were identified as possibilities. The Commission elected to table the topic for future discussion.

Motion by Redmann to adjourn the public hearing 2nd: Chapek. *Motion approved by all members.*

Chair Koehler re-convened the Planning Commission regular meeting at 6:50

- V. Meeting Minutes -** Motion by Neilson to approve the December 3rd, 2022. Support by Chapek. *Motion approved by all members present and voting.*

- VI. Elections: –** After discussion around chair and vice chair positions, a Motion was made by Redmann to nominate Tom Koehler for another term as Chair, Support by Neilson. *Motion approved by all members present and voting.*

Another motion was made by Redmann nominating Jon Chapek for a term as Vice Chair. Support by Neilson. *Motion approved by all members present and voting.*

- VII. Reports & Communications –** None at this Time.

VIII. Commissioners-

Next Meeting was set for February 7th at 5:30 p.m.

Motion by Chapek to adjourn. Supported by Redmann. *Motion approved by all members present and voting.*

Meeting adjourned at 8:00 p.m.

Minutes Submitted by Justin Otsea, City Planner.

PLEASE SIGN-IN

[illegible]

PLEASE SIGN-IN

[illegible]



LAKE COUNTY HISTORICAL SOCIETY

Collecting, Preserving, and Sharing History of the County since 1925

12:25 PM January 3rd, 2023

OFFICERS

President

Sam Gangi

Vice Presidents

Ken Sandvik

Dave Johnson

Secretary

Dory Pearson

Treasurer

Jennifer Niemi

TRUSTEES

Mike Fitzpatrick

Jerry Hostetter

Bryan Nelson

Adrian Ranta

Hayes Scriven

Kristi Wasko

STAFF

Executive Director

Ellen Lynch

Shops & Museum

Manager

Kim Gangi

Managing

Innkeeper

MeLisa Swanson

Two Harbors Zoning Commission

522 1st Ave

Two Harbors, MN 55616

Members of the Zoning Commission,

On behalf of the Lake County Historical Society Board of Directors I would like to comment on the proposed project for XX Lighthouse Point. While I am unable to attend in person at such short notice, Board President Sam Gangi and Vice President Dave Johnson will attend in my absence. While very few specific details have been shared publicly, I would like to express that any develop on the point take into account the historic viewshed of the Lighthouse.

Listed on the National Register of Historic Places since 1984, the lighthouse has stood as a symbol of the community. Overcrowding the point with lots of buildings would impact the historic viewshed from and of the landmark. Not only are we concerned with the historic viewshed but also potential damage from blasting close to this historic landmark, a true treasure of the community.

Additionally, we would hope any development would take into account the vital trail access for the Sonju Trailhead which provides public access to the lighthouse point. I urge you to use caution when developing lighthouse point and find a balance between new development and those currently on the point.

Sincerely,

Ellen Lynch

Executive Director

Lake County Historical Society

PO Box 128 Two Harbors, MN 55616
(218) 834-4898 | lakehist@lakeconnections.net
lakecountyhistoricalsociety.org



Real People. Real Solutions.

4960 Miller Trunk Highway
Suite 550
Duluth, MN 55811

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

MEMORANDUM

Date: March 27, 2023
To: Two Harbors City Council
City Administrator Patricia Nordean
From: City Engineer Joe Rhein
Subject: 2023-2024 Street Improvement Project
Revised Bidding Schedule

Background

The 2023-2024 Street Improvement Project is a joint undertaking between the City of Two Harbors and Lake County. The project includes segments of both County roads and City avenues, as listed in the following table.

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

At the March 13th meeting the Two Harbors City Council adopted a resolution to approve the plans and order the advertisement for bids on the 2023-2024 Street Improvement Project. The adopted resolution contained a specific time and date for the proposed bid opening: 10:00 am on April 18th.

It was noted during the discussion at the Council meeting that the plan was still under review with the Minnesota Department of Transportation, and that if their approval was not received in time the bid date may need to be rescheduled. It was further discussed that if the bid schedule changed, a new resolution would need to be adopted.

Since the last Council meeting we have conferred with Lake County and agree the bid schedule does need to be revised. The new proposed bidding schedule is shown on the following page. A new resolution has been prepared in accordance with the revised bidding schedule, and is provided with this memo.

Schedule

Following is a summary of the upcoming milestones on the proposed project schedule, based on the revised bid date. (*Note the opening of bids date is conditional upon plan approval from MnDOT.)

- March 27, 2023 Revised City Resolution to Authorize Advertisement.
- April 15, 2023 Advertisement published in official City newspaper.
- May 9, 2023* Open Bids (24 days after first publication of advertisement).
- May 22, 2023 City Council Consider Award of Contract.
- May 23, 2023 County Board Consider Award of Contract.
- June 2023 Neighborhood meeting to review proposed construction.
- late June/early July Start Construction.
- Nov 2023-Mar 2024 Tree Removal Along Skunk Creek.
- September 1, 2024 Construction Substantially Complete.
- Fall 2024 Hold Public Assessment Hearing.

Note, the Lake County Board provided authorization for advertisement at their March 14th meeting; their authorization is not time & date specific, so it does not need to be updated. The City resolution for advertising is time & date specific due to the requirements of MN Statute Section 429.

Action

If the City of Two Harbors concurs with the information in this memo, and wishes to proceed with the project, the appropriate action by the City Council would be:

- Adopt the attached Resolution Approving the Plans and Specifications and Ordering the Advertisement for Bids on the 2023-2024 Street Improvement Project.
 - This resolution would replace the resolution adopted on March 13th.

We will be present at the City Council meeting on March 27th to review this matter. 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:

- Resolution Approving Plans and Specifications & Authorizing Advertisement for Bids

RESOLUTION NO. _____

**APPROVING PLANS AND SPECIFICATIONS
AND ORDERING ADVERTISEMENT FOR BIDS
FOR THE 2023-2024 STREET IMPROVEMENTS PROJECT**

WHEREAS, pursuant to a resolution passed by the council October 24, 2022, the plans and specifications ("Plans and Specifications") have been prepared for the 2023-2024 Street Improvement Project, consisting of the improvement of 5th Street (County State Aid Highway 36) from 4th Avenue to 7th Avenue (S.A.P. 038-636-001), including replacement of existing Bridge L8088 with new Bridge 38J42; 4th Avenue (County State Aid Highway 35) from 6th Street to 4th Street (S.A.P. 038-635-002); 4th Avenue (County Road 105) from 4th Street to 3rd Street (CP 105-023-001); 5th Avenue from 6th Street to 5th Street; and 6th Avenue from 7th Street to 4th Street, all in Two Harbors, Minnesota; and

WHEREAS, the City Council and City Administrator have reviewed the Plans and Specifications and believe that they are acceptable to the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF TWO HARBORS, MINNESOTA:

1. The Plans and Specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.

2. The City Engineer shall cause Lake County to prepare and cause to be inserted in the official paper, the Minnesota Builders Exchange, Finance & Commerce, and Bid Express an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published at least three weeks before the last day for submission of bids, shall specify the work to be done, shall state that bids will be received by Lake County until **10:00 a.m. on May 9, 2023**, at which time they will be publicly opened and tabulated in the Lake County Service Center by the County Engineer and City Engineer and then be considered by the **City Council at 6:00 p.m. on May 22, 2023 and then considered by Lake County Board of Commissioners at 2:00 p.m. on May 23, 2023**. No bids will be considered unless sealed and filed electronically with the County Engineer and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to Lake County for five percent (5%) of the amount of such bid.

3. The City reasonably expects to finance its portion of the Project from an issue of tax-exempt bonds. In advance of issuance of the bonds, it will be necessary for the City to temporarily finance certain costs of the Project by using either working capital or cash reserves, which are needed for other purposes. The City reasonably expects to reimburse itself from the proceeds of the bonds within eighteen (18) months after the date the Project is paid from such working capital or cash reserves.

ADOPTED, this ____ day of _____ A.D., 2023.

President, City Council

ATTEST: _____
Administrator

APPROVED, by the Mayor of the City of Two Harbors this ____ day of _____, 2023.

Mayor



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: Committee Reappointments	Fiscal Impact:	
BACKGROUND: Attached is a listing of City Board and Commission members whose terms have expired, but they are qualified for another term and have indicated their desire to continue serving as board or commission members.		
COUNCIL ACTION REQUESTED: Reappointing City Board and Commission Members. RECOMMENDATION: Staff recommends the council action requested.		
ATTACHMENTS:		

Committee Re-Appointments (all are four-year terms)

Jenna Udenberg Re-Appointment to Trees & Trails Commission

Jenna Udenberg Re-Appointment to HRA

Phil Arnold Re-Appointment to HRA

Marsha Snowden Re-Appointment to Planning Commission



**CITY OF TWO HARBORS
CITY COUNCIL**

**AGENDA ITEM
COVER SHEET**

Originating Staff: P. Nordean	Department: Administration	Date: 3/24/23
Agenda Item Subject: Letter of Support for Lake County Soil & Water Conservation District's Applications for Funding.	Fiscal Impact:	
BACKGROUND: Lake County SWCD has requested letters of support for two grant applications. 1. To remove invasive species and install a native planting along Agate Bay. 2. To install a two-stage ditch with native vegetation and hydrodynamic separator/baffle box immediately north of the old coal storage facility on Agate Bay, as well as a biochar filtration basin next to the Sonju Trail. Please see attached map and draft letter.		
COUNCIL ACTION REQUESTED: Authorize a letter of support for Lake County Soil & Water Conservation District's applications for funding.		
RECOMMENDATION: Staff has no concerns with approving the letter of support for the project to remove invasive species and install a native planting along Agate Bay, however, staff recommends that the Council may want to consider whether or not the location of the two-stage ditch with native vegetation and hydrodynamic separator/baffle box could become an issue if future development of the property were to be approved, and whether or not the ditch with native plants would impede current and future recreational use of the site. What are the potential start and end dates of construction and how would the project affect previously scheduled events planned for the location. Staff has requested additional information from SWCD and their response is attached.		
ATTACHMENTS:		

-
Dear Kari Hedin,

The city of Two Harbors is pleased to support the Lake County Soil and Water Conservation District's application for funding to remove invasive species and install a native planting along Agate Bay in Two Harbors, MN. The city also supports the Lake County Soil and Water Conservation District's application for funding to install a two-stage ditch with native vegetation and a hydrodynamic separator/baffle box immediately north of the old coal storage facility on Agate Bay, as well as a biochar filtration basin next to the Sonju Trail. The native planting will act as a buffer and filter stormwater runoff into Agate Bay, improving water quality and pollinator habitat, and reducing the frequency of beach closures due to high E. coli levels. The stormwater filtration ditch and biochar basin will help capture bacteria present in stormwater and prevent it from washing into Agate Bay, where it causes beach closures.

The city of Two Harbors has a history of working together with Lake County Soil and Water Conservation District to assess and improve stormwater issues in the city.

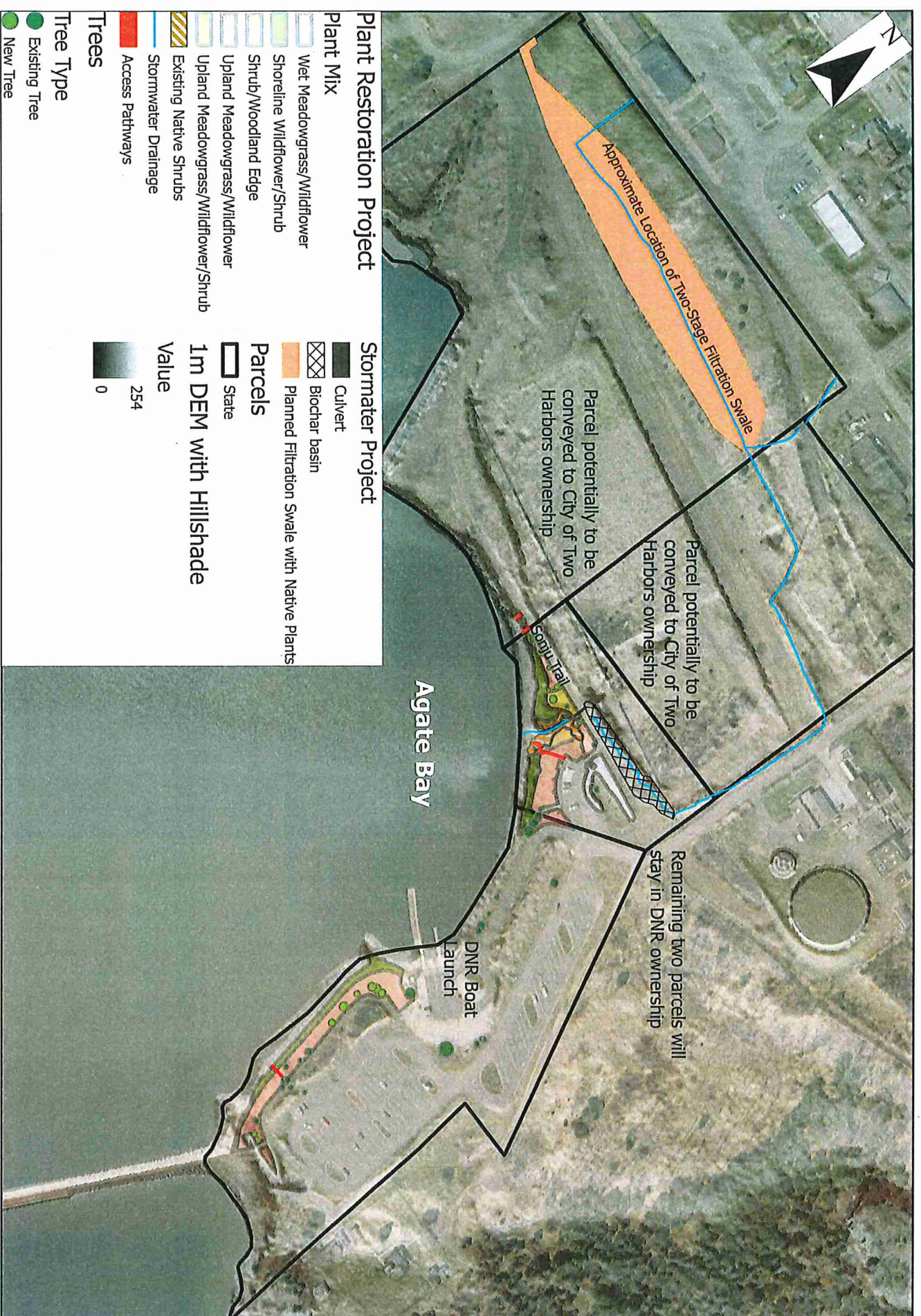
We fully support this proposal and are committed to working with Lake County Soil and Water Conservation District to successfully implement this project. We appreciate your time in considering this application for funding.

Thank you,

Benjamin Redden

Acting Mayor

Lake County Soil and Water Conservation District Projects in Agate Bay Plant Restoration Project and Stormwater Project



0 0.05 0.1 0.2 Miles

Patty Nordean

From: Justin Otsea <JOtsea@ardc.org>
Sent: Friday, March 24, 2023 11:49 AM
To: Patty Nordean
Subject: FW: Agate Bay restoration project - letter of support
Attachments: Agate Bay Wetlands.pdf

FYI. Maybe we need additional discussion on this? Not sure, but we can touch base next week.

We can just do the planting project first as well, and have the basin be a separate letter that we address in April.

Thanks again Patty and have a great weekend!

-Justin

From: Kari Hedin <Kari.Hedin@co.lake.mn.us>
Sent: Friday, March 24, 2023 11:35 AM
To: Justin Otsea <JOtsea@ardc.org>
Cc: Derrick Passe <Derrick.Passe@co.lake.mn.us>; Tara Solem <Tara.Solem@co.lake.mn.us>; Matias Valero <matiasvalero@tsa3.org>
Subject: RE: Agate Bay restoration project - letter of support

Hello,

Here is an answer to the question you sent about future development and the basin improvement:

If the City becomes the landowner of the two parcels that are currently owned by DNR, the City can develop the site as they wish within existing zoning rules and wetland regulations. If they wanted to develop the stormwater basin the future, they would have to devise and fund a different engineered system to address stormwater because of the existing water quality impairment for bacteria in Agate Bay, which comes from stormwater runoff. They would also have to apply for a wetland permit and go through review, and would likely have to address water quality issues in that permit application. I attached a map created from a wetland delineation completed in 2011 to show where wetland exists near Agate Bay. The stormwater basin project will be within the existing wetland (shown as the hashed green Type 6/Type 2 wetland on the map), and will remain wetland after it is completed. It's important to note that since the basin will be planted with native plants, it will beautify the area, and Lake SWCD plans to make the area accessible so visitors can interact with and enjoy the area. We will likely install signs that teach about the functions of the stormwater basin and the rich history of the area.

The stormwater basin will also be designed so that the open field that's east of 6th St and south of the depot will be accessible for use – people will still be able to walk in this area and use it for events.

The existence of the basin would not impact development on the upland (non-wetland) portions of the site, though developing the upland would likely require a stormwater pollution prevention plan. The stormwater basin improvement project would likely complement any development in the upland, since it will have lots of native wildflowers and make the area attractive.

Let me know if this answers the question.

Thanks,

Kari

Kari Hedin

Community Conservationist
Lake County Soil and Water Conservation District
408 1st Ave
Two Harbors, MN 55616
218-834-8514
218-349-9486 (cell)



From: Justin Otsea <JOtsea@ardc.org>
Sent: Friday, March 24, 2023 9:39 AM
To: Kari Hedin <Kari.Hedin@co.lake.mn.us>
Cc: Derrick Passe <Derrick.Passe@co.lake.mn.us>
Subject: RE: Agate Bay restoration project - letter of support

Greetings all,

I did receive one question regarding the basin. Could you describe to me any potential impacts the basin improvement could have on future development of the site? Any additional feedback you could provide me on this item would be greatly appreciated. The item is set for the agenda on Monday otherwise.

Thanks again and happy Friday!

-Justin

From: Kari Hedin <Kari.Hedin@co.lake.mn.us>
Sent: Thursday, March 23, 2023 4:07 PM
To: Justin Otsea <JOtsea@ardc.org>
Cc: Derrick Passe <Derrick.Passe@co.lake.mn.us>
Subject: RE: Agate Bay restoration project - letter of support

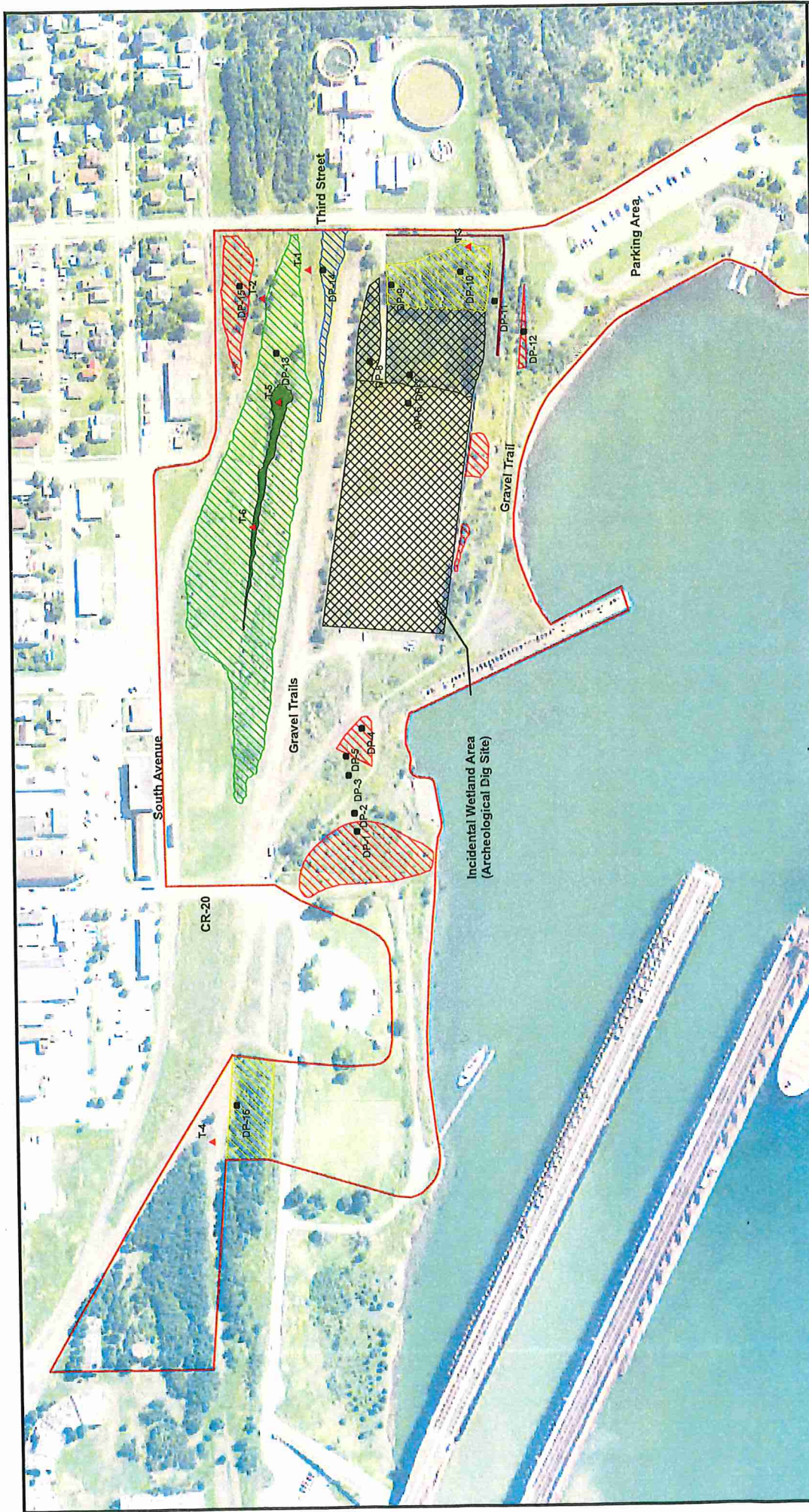
Hi,

If we can get both projects supported under one letter that would be amazing! I edited the letter to separate the details for each project and I made a map (attached). Please let me know if you need anything else, or have questions.

Thanks,
Kari

Kari Hedin

Community Conservationist
Lake County Soil and Water Conservation District
408 1st Ave
Two Harbors, MN 55616



Legend

- ▲ Test Holes
- Data Points
- Property Boundary
- Upland Areas
- Drainageways
- Incidental Wetland Area
- Type 3/Ditch
- Type 6
- Type 6/Type 2
- Type 7

FIGURE 2
Wetland Location Map
Foth Wetland Delineation
Two Harbors, Minnesota

PROJECT #: T1-0406
DATE: 6/16/2011
FILE NAME: J:\GIS\2011\Projects\T1-0406\figure2

CREATED BY: JMM

SCALE: 1/3,000
1 inch = 200 feet

0 100 200 400 600 800 Feet