CITY OF TWO HARBORS

COMMITTEE OF THE WHOLE/AGENDA MEETING

November 28, 2022

5:00 p.m.

Call to order.

Appearances:

Interview:

Daniel Thewis for Library Board position.

Administrator updates.

Attorney updates.

City Clerk/HR updates.

Finance Director updates.

City Engineer updates.

Other agenda questions or additions.



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

Application to Join a City of Two Harbors Committee or Commission

Date: 11/10/22
Name of Committee(s)/Commission(s) you are interested in joining:
Library Board
Full Legal Name: Danle Brady Thewis
Spouse's Name: Dana Thewis
Address: 544 Westover Rd
Place of Employment: Two Harbors High School
Do you reside in the 55616 zip code: $\frac{\sqrt{e}}{\sqrt{e}}$
Phone: 651-621-0858
Email: Atheris@is23\$1.009
How did you hear about the Committee(s)/Commission(s) you are applying to join?
Invitation
Why would you like to join the Committee(s)/Commission(s) you are applying to join?
With Four children, we utilize the library often
I also use the liberry to research for classes. Seture I should give back and help guide for the next family of
Six.

Please submit completed application to Two Harbors City Hall



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:
Joel Dhein, Interim Administrator	Administration	11/22/22
Agenda Item Subject:	Fiscal Impact:	
City Administrator Search	none	

BACKGROUND:

The Personnel Committee has directed staff to resume the search for the city's next city administrator. Below is the proposed schedule for this process.

	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
•	review recruitment status - personnel committee	Wednesday, November 30, 2022
•	approval of application materials - council	Monday, December 12, 2022
•	advertising	Tuesday, December 13, 2022 to
	,	
•	application period	Tuesday, December 13, 2022
•	Martin Luther King Day	Monday, January 16, 2023
•	score applications	Tuesday, January 17, 2023
•	select candidates - council	Monday, January 23, 2023
•	contact candidates	Tuesday, January 24, 2023
,•	candidate interviews & selection	Friday, February 3, 2023 &
		Saturday, February 4, 2023
•	anticipated start date	Wednesday, March 1, 2023

Attached to this memo are three draft sections of the position profile - Essential Duties (what are the core functions of the position?), Position Goals and Priorities (what are the primary tasks the administrator should focus on initially?), and Desired Attributes (what qualities or characteristics should the administrator have?). The position profile is available to all applicants and will give them an idea of what Two Harbors is about and what the city is looking for In a new city administrator.

Please review these sheets and comment as you think necessary. Changes, additions, and deletions can be noted on the work sheets provided. I would like to complete the profile prior to Wednesday, December 7th so if you could get these back to me by Monday, December 5th I would appreciate it. I will also send this out as an e-mail if you want to do it electronically.

ACTION REQUESTED:

Complete works sheets provided.

RECOMMENDATION:

None

ATTACHMENTS:

Three sections of the position profile and accompanying work sheets.

Essential Duties

Serves as Chief Administrative Officer of the city.

Responsible for the statutory duties of a city clerk.

Serves as the Executive Director of the Two Harbors Economic Development Authority.

Manages and supervises all departments, agencies, and offices of the city. Plans and organizes workloads and staff assignments; trains, motivates, and evaluates assigned staff; reviews progress and directs changes as needed.

Provides leadership and direction in the development of short- and long-range plans; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities with other departments and agencies as needed.

Provides professional advice to the City Council and department heads.

Communicates official plans, policies, and procedures to staff and the public.

Makes presentations to councils, boards, commissions, civic groups, and the public.

Serves as the negotiator for the City Council for contractual agreements between the City and employee bargaining units.

Sees that all laws and ordinances are faithfully performed.

Prepares and submits a preliminary annual budget. Administers the adopted budget of the City.

Advises the City Council of financial conditions and current and future city needs.

Attends all meetings of the Council and Council Committees.

Essential Duties – Comments

What are the core functions of the position?						
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			-			•

Position Goals and Priorities

Waterfront Development – guide the Waterfront Committee, consultants, and the state to bring together a plan for developing and managing the waterfront on Agate Bay.

Water & Wastewater Pant Upgrades – along with the Water & Wastewater Plant Superintendent, monitor the progress of the construction of wastewater plant improvements currently underway and water plant improvements scheduled to begin in 2023.

Highway 61 Improvements – coordinate activities between the Minnesota Department of Transportation Lake County, other stakeholders, and the city regarding the reconstruction of Minnesota Trunk Highway 61 through Two Harbors scheduled for 2025.

Municipal Liquor Store Construction – as a member of the Liquor Store Committee, oversee the 2023 construction of a new municipal liquor store.

Street Improvement Project – work with the city engineer and Lake County on the 2023-2024 Street Improvement Project.

HRA Housing Project – assist the Two Harbors Housing & Redevelopment Authority with the development and construction of a new 50-unit senior facility.

Housing – work to attract a variety of housing options to the community including infill, redevelopment, and new housing developments.

Classification and Compensation Study – manage the consultant led activities of this study due for completion in the summer of 2023 and subsequent implementation.

Economic Development Authority – reinvigorate and make effective the city's EDA.

Organizational Changes – guide changes in organizational structure; work with city council and charter commission to clarify desired changes.

Position Goals and Priorities - Comments

What are the	Vhat are the primary tasks the administrator should focus on initially?				
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Desired Attributes

Personal Characteristics

Responsible and accountable.

Responsive, prompt, approachable, and friendly.

Honest with integrity and transparency. Forthright and fair.

Open minded and not self-centered.

Quick learner and independent thinker.

Good listener.

Actively involved in the community.

Not afraid to ask questions or consult others with more knowledge or experience.

Does not micromanage.

Values and appreciates input from staff and community members.

Collaborates with others but is assertive when necessary.

<u>Technical Skills</u>

Knowledge of modern policies and practices of public administration.

Experience in preparing and administering municipal budgets; planning, directing, and administering programs.

Possess strong public financial management and budget skills.

Ability to prepare and analyze comprehensive reports; carry out assigned projects to their completion; communicate effectively verbally and in writing; establish and maintain effective working relationships with employees, city officials, and the public.

Proficient in the use of computer hardware and various business software applications including Microsoft Office applications.

Experienced and knowledgeable in housing development.

Experienced and knowledgeable in economic development.

Experienced and knowledgeable with infrastructure projects.

Desired Attributes - Comments

What qualities or characteristics should the administrator have?						
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		A. A. M.				

TWO HARBORS CITY COUNCIL

AGENDA

November 28, 2022

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.

[M] Adjourning the regular meeting and calling to order a public hearing for the purpose of receiving public input regarding the proposed assessments for the 2021 – 2022 Street & Alley Improvement Project pursuant to Minn. Stat. 429.011 to 429.111.

Appearances:

- 1. Joe Rhein, Bolton & Menk.
- 2. Other.

Communications:

- 1. A memorandum from Joe Rhein, Bolton & Menk, regarding the assessments for the 2021 2022 Street Improvement Project.
- 2. A letter from Donna Gangestad, Two Harbors Lumber 822 Fourth Avenue, objecting to any assessment for the 2021 2022 Street Improvement Project.

[M] Adjourning public hearing and reconvening regular City Council meeting.

Appearances:

Administrative Reports:

Committee Reports:

Edna G. Commission Trees & Trails Commission Recreation Board 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 November 29, 2022.
- 2. Approving payroll for the first half of November, 2022.
- 3. Authorizing payment to Bolton & Menk in the amount of \$2,932.50 for professional services for the 2021 & 2022 Street & Alley Improvement Project.
- 4. Authorizing payment to Bolton & Menk in the amount of \$787.00 for general engineering services.
- 5. Authorizing payment to Bolton & Menk in the amount of \$5,671.50 for construction engineering services through September 30, 2022 for research and data collection for the former Ankrum property necessary for a topographic survey on the parcel for the Wastewater and Water Treatment Plant Project.
- 6. Authorizing payment to Bolton & Menk in the amount of \$31,149 for professional services for the 2023 2024 street & Alley Improvement Project.
- 7. Authorizing payment to Bolton & Menk in the amount of \$5,467.50 for professional services for the preliminary design concepts for two tunnels.
- 8. Authorizing an increase in water and sewer fees effective January 1, 2023.
- 9. Approving the agreement with Pitney Bowes for the lease of a postage meter for City Hall and authorizing the Acting Mayor and City Clerk to execute said agreement on behalf of the City.
- 10. Electing not to waive the monetary limits on municipal tort liability.
- 11. Hiring Alicia Lang for the position of part-time temporary liquor store clerk.
- 12. Accepting the recommendation of the Personnel Committee to authorize a day off with pay for a prize for the employee holiday party.
- 13. Accepting the recommendation of the Personnel Committee to authorize simultaneous internal and external postings for the position of Permanent Part-Time Liquor Store Clerk.
- 14. Accepting, with regret, the resignation of Jesse Hennen from his position as Cemetery Caretaker and authorizing a letter of appreciation for his service.

- 15. Authorizing the internal and external posting for the position of Cemetery Caretaker.
- 16. Accepting, with regret, the resignation of Michelle Anderson, from her positions on the City Planning and Charter Commissions, effective immediately, and authorizing a letter of appreciation for her service.
- 17. Accepting, with regret, the resignation of Roger McDannold, from his position on the Recreation Board, and authorizing a letter of appreciation for his service.
- 18. Declaring second reading of an ordinance Enacting and Adopting a Supplement to the Code of Ordinances for the City of Two Harbors.
- 19. Approving the proposed agreement between Damberg Scott Gerzina Wagner Architects, Inc. and the City of Two Harbors to provide professional architectural services for the Two Harbors Municipal Liquor Store Project and authorizing the Acting Mayor and City Clerk to execute the agreement on behalf of the City.
- 20. Scheduling a public hearing for the purpose of discussing the Capital Improvement Plan for 6 PM on Monday, December 12, 2022.

Communications:

Unfinished Business:

Other.

New Business:

- 1. [R] Adopting the assessment roll for the 2021 2022 Street Improvement Project.
- 2. [R] Reappointing the following individuals to the following boards and commissions for a three-year term:

Dan Murphy – Airport Commission

Kathy Glenn – Edna G. Commission

Bob Norlen - HRA

Dan Jones - Recreation Board

Sandy Cable - Recreation Board

Mick Nelson - Recreation Board

Helen Hartley - Public Arts & Beautification Commission

Kathy Glenn – Public Arts & Beautification Commission

Other.

Adjourn:



Real People. Real Solutions.

4960 Miller Trunk Highway Suite 350 Duluth, MN 55811

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

MEMORANDUM

Date:

November 28, 2022

To:

Two Harbors City Council

Interim City Administrator Joel Dhein

City Clerk Patty Nordean

From:

City Engineer Joe Rhein

Subject:

2021-2022 Street Improvement Project

Final Assessments - Public Hearing

Background

The 2021-2022 Street Improvement Project was a joint project with Lake County. The project area is shown on the attached figure and is summarized below:

City of Two Harbors

• 4th Avenue:

8th Street to west end

• 5th Avenue:

7th Street to west end

• 6th Avenue:

7th Street to west end

Lake County

8th Street:

4th Avenue to 7th Avenue

• 4th Avenue:

7th Street to 8th Street

At their meeting of November 7th, the Council ordered preparation of final assessments for the 2021-2022 Street Project and called a public hearing to be held November 28th. The proposed assessments are for the City project costs only; no County costs are proposed to be assessed.

Final Assessments

Final assessments for the City portion of the 2021-2022 Street Project have been determined and the complete proposed assessment roll has been prepared. A presentation has also been prepared for the November 28th public hearing. Copies of both the assessment roll and presentation are provided with this memo for reference.

As required by MN Statute Chapter 429, notice of the public hearing has been published in the official City newspaper. Individual notice to each parcel proposed to receive an assessment has also been made; each notice included the total proposed amount to be assessed to that specific parcel.

The proposed final assessments are lower than the preliminary estimated assessments shown in the Feasibility Report for the 2021-2022 Street Project. Provided with this memo is a document containing a comparison of the final assessments to the preliminary assessments for residential properties. Key elements related to the final assessments are also noted as follows:

PH. COMM!

- Street assessments for residential parcels are approximately 43% lower than preliminary estimates; street assessments for non-residential parcels are approximately 21% lower.
- Sidewalk assessments for all properties are approximately 82% lower than preliminary estimates. The primary reason for this large decrease is the November 2020 amendment to the Assessment Policy, which changed the assessment formula for sidewalks from 50% of the cost to a rate of \$50 per square.
- Sanitary Sewer Service assessments for all properties decreased from the preliminary estimates, with the exception of Minnehaha School. Their assessment increased due to having three services actually replaced, while the Feasibility Report only anticipated two; and also for their portion of Change Order No. 7, which has been previously documented.
 - o The majority of sanitary sewer assessments decreased approximately 25% to 35% from the preliminary estimates; there were also some parcels anticipated to receive a sewer assessment in the Feasibility Report that did not actually require a service.

Next Steps

The presentation will be given at the public hearing on November 28th. After the presentation, the City Council will ask any questions they have, then the public will be given the opportunity to ask questions or make comments. Any objections to the proposed final assessments must be submitted in writing by the end of the public hearing.

Upon conclusion of the public hearing, the City Council will consider a resolution regarding the final assessments. The Council has the authority to modify any assessments it deems appropriate.

If the resolution adopting the assessment roll is approved, affected parties have until December 31st to pay their assessment in full with no interest. Any assessments not paid by December 31st will be certified to Lake County.

We will be in attendance at the City Council meeting on November 28th to make the presentation at the public hearing and to review this information with the Council. 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:

- 2021-2022 Street Improvement Project Location Map
- Comparison: Residential Parcels Preliminary Estimated Assessments vs Final Assessments
- Presentation for Public Hearing
- Proposed Final Assessment Roll



Figure 1: Location Map



2021-2022 Street Project

Two Harbors

Comparison: Residential Parcels

Feasibility Report Preliminary Assessments vs. Final Assessment

Street Assessments									
	Aint S					Diffe	rence		
Item	Pre	eliminary	11	Final		Amount	%		
Assessable Cost / SF	\$	1.23	\$	0.6980	\$	(0.5320)	-43.25%		
Small Parcel Assessment	\$	6,457.50	\$	3,664 <mark>.</mark> 52	\$	(2,792.9804)	-43.25%		
Average Parcel Assessment	\$	8,610.00	\$	4, <mark>886.03</mark>	\$	(3,723.9738)	-43.25%		
Large Parcel Assessment	\$:	10,762.50	\$	6,107.53	\$	(4,654.9673)	-43.25%		

Sidewalk Assessments								
	*	1 2 77	7mt-			Diffe	rence	
Item	Pr	eliminary	-	Final		Amount		%
Assessable Cost / SF	\$	0.32	\$	0.05642	\$	(0.2636)		-82.37%
Small Parcel Assessment	\$	1,680.00	\$	296.22	\$	(1,383.7800)		-82.37%
Average Parcel Assessment	\$	2,240.00	\$	394.96	\$	(1,845.0400)	3 =	-82.37%
Large Parcel Assessment	\$	2,800.00	\$	493.70	\$	(2,306.3000)		-82.37%

	Sewer S	ervice Assessm	ents			
Difference						
Item	Preliminary	Final	Amount	%		
Cost per service	\$ 4,420.00	\$2,500 - \$3,500	\$1,000 - \$2,000	-20% to -40%		
	(typical)	(most)	lower	-20% 10 -40%		

General overview:

- -Bids for street portion of work were ~30% under estimate.

 See excerpt below from April 21, 2021 memo for reference.
- -Final construction cost is running about 9% below contract amount.
- -Area used for cost allocation for Final Assessments ~11% larger than area used in Report.

 Results in about a 10% reduction in assessments.
- -Cumulative affect of these factors: is 70% * 91% * 90% = 57.3%.

 Results in final assessments approx. 42.7% lower than Report values.

 This is shown in the Street Assessment table on page 1.

City of Two Harbors, MN 2021-2022 Street Improvement Project BId Review April 21, 2021

Page 3

Comparison of Base Bid to Engineer's Estimate

The Engineer's Estimate for the City portion of the Base Bid prior to bid opening was \$2,780,954. The City portion of the Base Bid on all three bids received is lower than the estimate.

As noted in Table 3, the City portion of the low Base Bid, with the addition of the City portion of the 8th Street storm sewer, is \$2,197,927.06, which is \$583,026.73, or 21%, lower than the Engineer's Estimate. A summary comparison of the low bid to the Engineer's Estimate by type of improvement is provided in Table 4. As shown in the table, the only portions of the improvements where the bid cost is higher than the estimate are for the Water System and Storm Sewer.

	Table 2021-2022 Street Imp Comparison of Low Bid t	provement Project	ate				
Item Engineer's Estimate Low Bid Difference							
Item	(Final Plans)	LOW BIG	Amount	Percent			
Sanitary Sewer Main	\$347,976.00	\$283,046.50	(\$64,929.50)	(18.7%)			
Sanitary Sewer Services	\$212,109.00	\$191,029.50	(\$21,079.50)	(9.9%)			
Water System	\$483,713.00	\$498,701.00	\$14,988.00	3.1%			
Water Services	\$235,310.00	\$173,665.00	(\$61,645.00)	(26.2%)			
Storm Sewer*	\$81,775.70	\$98,352.20	\$16,576.50	20.3%			
Streets & Sidewalks	\$1,420,070.09	\$953,132.86	(\$466,937.23)	(32.9%)			
Totals	\$2,780,953.79	\$2,197,927.06	(\$583,026.73)	(21.0%)			

¹ Storm Sewer amounts include City responsibility for 8th Street Storm Sewer.



2021-2022 Street Project Public Assessment Hearing November 28, 2022



1

Agenda



- Background
- Project Recap & Cost Review
- Proposed Assessment Review
- Property Owner Rights
- Public Comment
- Council Consideration of Assessment Roll





Background

- Lake County 5-Year Road and Bridge Plan (2020-2024)
 - 2021 Project:
 - 8th Street (CSAH 30): 4th Avenue to 7th Avenue
 4th Avenue (CSAH 35): 7th Street to 8th Street
- Provided opportunity for City to partner with County
 - · Neighborhood Project
 - · Economy of Scale



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Background

- NO HARBO
- City updated Capital Improvement Plan (CIP)
- · Feasibility Report
 - · Ordered by City Council

April 13, 2020

Report Completed

August 2020

· Public Hearing

August 31, 2020

· Review estimated assessments





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Project Recap - City Scope

- Sanitary Sewer Replacement
- Water Main Replacement
 - Sewer & water replacement included 4th Ave 700 block
- Full Street Reconstruction
- Sidewalks both sides of all avenues
 - Except south side of 6th Ave west of 8th Street





Project Recap - Schedule

• Public Hearing/Feasibility Report Aug

August 2020

• Open House

October 2020

• Bids Received

April 6, 2021

Neighborhood Meeting

May 4, 2021

Work Began

May 12, 2021

• Work Substantially Complete

August 2022

Contract Close Out

Spring 2023



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Project Costs City Portion



2021-2022 Street Improvement Project Total City Project Cost

Item	Amount
Final City Project Cost	\$2,940,841.02
Feasibility Report Estimate	\$4,102,970.00
Final Cost vs. Feasibility Report Estimate	(\$1,162,129)
Final Cost is 28.3% lower than estimated	



Project Financing <u>City Portion</u>



- Bonds
 - City sold a bond for this project.
- Internal Fund Transfers
 - Campground Revenue
- ~\$250,000 annually

Sales Tax

~\$300,000 annually

Stormwater

- ~\$200,000 annually
- Assessments to benefited properties.



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Assessments



- MN Law allows cities to assign a portion of public improvement costs to benefited properties.
 - Chapter 429 Special Assessments.
- City of Two Harbors has an official Assessment Policy.
 - Adopted by City Council in 2017.
 - Amended April 23, 2018.
 - Amended November 2020 regarding sidewalks.



<u> Assessments - Notice</u>

- MN Statute requires City to notify properties proposed to receive an assessment.
- City Council Passed Resolution on November 7th.
 - Declared the maximum total that could be assessed.
 - Identified term and interest rate for assessments.
 - Set time and date for this Public Hearing.
 - Authorized notification of properties.



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Assessments - Notice

- City published notice of this Public Hearing in the Northshore Journal on November 11th and 18th.
- City mailed individual notices to each property.
 - Identified the proposed assessment amount for that specific property.
 - Provided notice of this Public Hearing.



Assessments Costs NOT Assessed



- Costs **NOT** being assessed:
 - Sanitary Sewer Main.
 - Water System.
 - Storm Sewer and Drain Tile.
 - Only a portion of City costs are being assessed.
 - No Lake County costs are being assessed.



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Assessments Costs To Assess



- Costs being assessed:
 - Street Improvements: 50%

50% of eligible costs.

• Sidewalks:

\$50 per equivalent square.

- Sanitary Sewer services:
 - 100% of cost to the property receiving the service.
 - Based on actual length of pipe installed at each property.

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Assessments <u>Parcels</u>



- Properties proposed for assessment:
 - Benefiting from the project.
- Method of assessment proposed:
 - Area method (cost per square foot).
 - Residential parcels categorized by size.
 - Unique parcels (school, commercial use) calculated separately.



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Categories Residential Parcels



	R	esidential Parcel	S				
Categories for Assessment							
Designation	Small	Average	Large	Extra Large			
Area (SF)	0 to 5,250	5,251 to 8,749	8,750 to 10,500	10,501+			
Assessment	0.75	1.00	1.25	Actual area			

- Parcels within the same category assigned the same assessment for street and sidewalk.
- Rate of 1.00 = Standard lot of 7,000 SF (50' x 140').



Assessments Residential Parcels



		sidential Parcels nary of Assessm		
		Cate	egory	
	Small	Average	Large	Extra Large
Assessment				
Street	\$3,714.52	\$4,936.03	\$6,157.53	Only 2
Sidewalk	\$296.22	\$394.96	\$493.70	Only 2
Sewer Service	Va	ries – most betwe	en \$2,400 and \$3,	500

- Street assessment over 40% lower than preliminary estimate.
- Sidewalk assessment over 80% lower than preliminary estimate.



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Assessments Residential Parcel - Example



Residential Faicer	
Example Total Assessmen	t i
Average Category	
Item	Amount
Street Assessment	\$4,936.03
Sidewalk Assessment	\$394.96
Sanitary Sewer Service Assessment	\$3,420.51
Total Assessment	\$8,751.50

Total assessment was shown on individual property notice.

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Assessments Non-Residential Parcels



- Street and Sidewalk Assessments for Non-Residential Parcels determined separately from Residential Parcels.
- Affects approximately 20% of parcels.
 - Primarily commercial, school, and city parcels.
- Total of Street and Sidewalk assessments for Non-Residential parcels are 33.5% lower than preliminary estimates.

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Project Finance Summary <u>City Portion</u>



2021-2022 Street Improvement Project Financing Summary — City Portion

Item	Amount	Percentage
Assessments	\$581,141.60	19.76%
City of Two Harbors	\$2,359,699.43	80.24%
Total Project – City Portion	\$2,940,841.02	100.00%





Proposed Final Assessment Roll

- Detailed Final Assessment Roll has been prepared for City Council consideration.
 - Lists proposed amount for each individual parcel.
- Detailed roll available at City Hall since November 7th.
 - Specific notices mailed to each individual property.
- Copy of detailed roll available tonight at Public Hearing.



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Payment of Assessments

- Property Owner can pay assessment in full by Dec. 31st.
 - No interest will be charged.
 - Will also receive refund of \$50 Administrative Fee.
- All assessments not paid in full by Dec. 31st will be certified with Lake County.
 - Added to property taxes beginning in 2023.





Payment of Assessments

- Assessments added to property taxes:
 - Term of payments = 15 years.
 - Interest rate = 2.15% per year.



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Payment of Assessments

- Can pay off remaining balance in any year.
 - Interest is charged through Dec. 31st of that year in which the assessment is paid off.
 - If assessment is paid off after November 15th, then interest is also charged for the following year.



Deferral of Assessments

- Two Harbors Assessment Policy allows for Deferral.
- Must meet one of three criteria to apply for Deferral:
 - (1) Age 65 or older.
 - (2) Retired due to permanent or total disability.
 - (3) Member of National Guard or military reserve.
 - Proposed payments must also cause financial hardship.



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Deferral of Assessments



- Application for deferral:
 - Application must be made by property owner.
 - Property must be the primary residence of the owner.
 - Property must be claimed as homestead by the owner.
- City approves or denies the application.





Deferral of Assessments

- Application for Current Year:
 - Must be made within 30 days of tonight's Public Hearing.
- Application for later years: by September 1st.
 - Would apply to remaining payments on subsequent years.



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Deferral of Assessments

- Deferral of assessment is **not** forgiveness.
- Assessment still applies to the property.
- Interest continues to accrue.
- Deferred assessment plus interest becomes due upon termination of deferral.





Deferral of Assessments

- Termination of deferral upon any of the following:
 - Death of the property owner.
 - Unless spouse is eligible to continue deferment.
 - Sale or transfer of the property.
 - Loss of homestead status.
 - Financial hardship no longer exists.



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Property Owner Rights



- Each property owner has rights under Chapter 429.
- Right to object to assessment.
- Objection must be filed in writing.
 - Prior to closing of Public Assessment Hearing. (tonight's meeting)





Property Owner Rights

- Property owner who has objected to assessment may then proceed with formal appeal of assessment.
- Appeals are filed at Lake County District Court.
 - Appeal must be filed within 30-days of Assessment Hearing.
 - Appeal Deadline = December 28th.



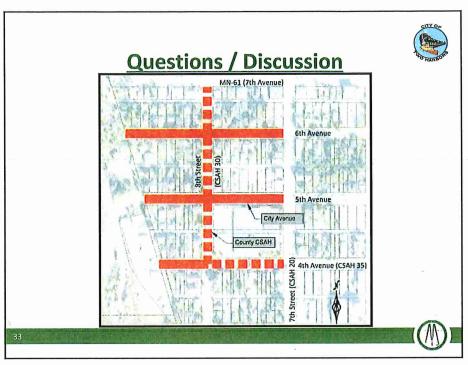
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Next Steps

- Public comment.
- Council consider adoption of Assessment Roll tonight.
- If adopted:
 - Dec. 31st deadline for payment in full without interest.
 - Assessments not paid certified to County for 2023 taxes.
 - Dec. 28th deadline for appeals.





2021-2022 STREET IMPROVEMENT PROJECT FINAL ASSESSMENT ROLL

CITY OF TWO HARBORS, MINNESOTA November, 2022

Parcel Number ¹	Property Address	Owner	Category	Street	Sidewalk ²	Sanitary Service	Water Service	TOTAL ³	Notes
23-7600-01070	822 4TH AVE	GANGESTAD MELVIN EUGENE & DONNA	N/A	\$ 12,939.21	\$ 722.28	\$ 5,416.36		\$ 19,077.84	19,077,84 Two sewer services
23-7600-01073		GANGESTAD MELVIN EUGENE & DONNA	N/A	- \$	٠.	٠.			
23-7600-01075		VOCE CATHERINE D	N/A	- \$	٠.	- \$		\$	
23-7600-01080		CITY OF TWO HARBORS	Extra Large	\$ 7,753.87	\$ 622.75	- \$		\$ 8,376.61	
23-7660-13010	319 8TH ST	STATE OF MN IN TRST FOR TAXING DIST	Extra Large	\$ 9,822.05	\$ 789.93	\$ 2,921.88		\$ 13,533.86	
23-7660-13030	810 4TH AVE	HENZE JOHN C	Small	\$ 3,714.52	\$ 296.22	\$ 3,349.28		\$ 7,360.02	
23-7660-13035	812 4TH AVE	TRUMP NATHAN J	Average	\$ 4,936.03	\$ 394.96	\$ 3,349.28		\$ 8,680.26	
23-7660-13040	816 4TH AVE	TRUMP NATHAN J	N/A	- \$	-· \$	٠- \$			
23-7660-14010	325 7TH ST	WILLIAMS SUSAN K	Small	\$ 3,714.52	\$ 296.22	\$ 2,993.11			
23-7660-14015	319 7TH ST	WILLIAMS SUSAN K	Small	÷ \$	÷\$	\$ 2,900.65		\$ 2,900.65	
23-7660-14020		WILLIAMS SUSAN K	N/A	- \$	\$	- \$		\$	
23-7660-14021		WILLIAMS SUSAN K	N/A	- \$	- \$	÷ .		٠.	
23-7660-14025	708 4TH AVE	NOSIE ERIC D	Small	\$ 3,714.52	\$ 296.22	\$ 3,064.35		\$ 7,075.08	
23-7660-14030	710 4TH AVE	MCQUADE VALERIE J	Small	\$ 3,714.52	\$ 296.22	\$ 2,850.65		\$ 6,861.39	
23-7660-14035	712 4TH AVE	WANGEN DAVID A & MARILYN J	Small	\$ 3,714.52	\$ 296.22	\$ 2,318.06	*	\$ 6,328.80	
23-7660-14040	718 4TH AVE	GILBERT JOSEPH W & MARIA R	Large	\$ 6,157.53	\$ 493.70	\$ 2,850.65	i.	\$ 9,501.88	
23-7660-14055	720 4TH AVE	HEDIN LINDA C	Small	\$ 3,714.52	\$ 296.22	\$ 2,993.11			
23-7660-14060	724 4TH AVE	BURGER FLORIAN R ET UX	Small	\$ 3,714.52	\$ 296.22	\$ 2,921.88		\$ 6,932.62	
23-7660-14065		ARROWHEAD REGION PROPERTY MGMT LLC	N/A	- \$	 \$				
23-7660-14070	726 4TH AVE	ARROWHEAD REGION PROPERTY MGMT LLC	Small	\$ 3,714.52	\$ 296.22	\$ 2,993.11		\$ 7,003.85	
23-7660-14075	728 4TH AVE	LUHRSEN CALVIN	Small	\$ 3,714.52	\$ 296.22	\$ 2,993.11			
23-7660-14080	730 4TH AVE	SAARI FORREST V	Average	\$ 4,936.03	\$ 394.96	\$ 2,993.11		\$ 8,324.10	
23-7660-21120	421 7TH ST	INDEPENDENT SCHOOL DISTRICT NO 381	N/A	\$ 7,601.67	\$ 423.18	\$ 15,083.10		\$ 23,107.95	23,107.95 Two sewer services
23-7660-22120	817 4TH AVE	WHITAKER THOMAS R	Average	\$ 4,936.03	\$ 394.96	\$ 3,349.28		\$ 8,680.26	

2021-2022 Street Improvement Project Two Harbors, MN Final Assessment Roll Page 1 of 4

2021-2022 STREET IMPROVEMENT PROJECT

FINAL ASSESSMENT ROLL CITY OF TWO HARBORS, MINNESOTA November, 2022

Parcel Number ¹	Property Address	Owner	Category	Street	. Sidewalk ²	Sanitary Service	Water Service	TOTAL	Notes
23-7660-22130	813 4TH AVE	HARVEY MICHAEL K JR & TORI A	Large	\$ 6,157.53	\$ 493.70	\$ 2,816.69		\$ 9,4	9,467.93
23-7660-22140		HARVEY MICHAEL K JR & TORI A	N/A	- \$		- \$		\$	•
23-7660-22145	809 4TH AVE	CARLON CHRISTINE	N/A	- \$:	- \$		\$	-
23-7660-22150	809 4TH AVE	CARLON CHRISTINE	Large	\$ 6,157.53	\$ 493.70	\$ 3,206.81		38'6 \$	9,858.04
23-7660-22160	407 8TH ST	SWANSON CALLIE N	Average	\$ 4,936.03	\$ 394.96	\$ 3,278.04		\$ 8,6	8,609.03
23-7661-23010	802 STH AVE	SARFF ZACHARY A & JUDITH A	Average	\$ 4,936.03	\$ 394.96	\$ 3,064.35		\$ 8,39	8,395.33
23-7661-23020	806 5TH AVE	SMITH AMY J	Small	\$ 3,714.52	\$ 296.22	\$ 3,064.35		\$ 7,0	7,075.08
23-7661-23025	810 STH AVE	LUNDQUIST ROY V	Small	\$ 3,714.52	\$ 296.22	\$ 3,135.58		1,11	7,146.32
23-7661-23030	812 5TH AVE	ANDERSON MARCIA L	Average	\$ 4,936.03	\$ 394.96	\$ 3,064.35		\$ 8,35	8,395.33
23-7661-23040	814 5TH AVE	KOEHLER THOMAS V+MCGILLIGAN MARY E	Average	\$ 4,936.03	\$ 394.96	\$ 3,135.58		\$ 8,46	8,466.56
23-7661-23050	818 5TH AVE	HORGAN TIMOTHY A	Average	\$ 4,936.03	\$ 394.96	\$ 3,135.58		\$ 8,46	8,466.56
23-7661-23060	822 5TH AVE	VOCE CATHERINE D	Large	\$ 6,157.53	\$ 493.70	\$ 3,206.81		8'6 \$	9,858.04
23-7661-24010	421 7TH ST	INDEPENDENT SCHOOL DISTRICT NO 381	N/A	\$ 7,601.67	\$ 423.18	\$ 3,349.28		5,11,37	11,374.12
23-7661-31010	519 7TH ST	NELSON TREVOR & CASSANDRA	N/A	- \$	\$	- \$		\$	
23-7661-31011	521 7TH ST	MYRDAL NEAL R & LAURIE M	N/A	- \$	- · · \$	·- \$		\$	•
23-7661-31012	525 7TH ST	LAKSO FREDERICK R	Small	\$ 3,714.52	\$ 296.22	\$ 3,135.58		4,7,7	7,146.32
23-7661-31020		NELSON TREVOR & CASSANDRA	N/A	- \$	\$	- \$		\$	
23-7661-31022	708 6TH AVE	LAKSO REYNOLD L & CARMEN M	Average	\$ 4,936.03	\$ 394.96	\$ 2,816.69		\$ 8,14	8,147.68
23-7661-31030	710 6TH AVE	CARLSON HAROLD ET AL	Small	\$ 3,714.52	\$ 296.22	\$ 3,349.28		\$ 7,36	7,360.02
23-7661-31035		VANDENBERG OSCAR J & SARAH E	Small	\$ 3,714.52	\$ 296.22	\$ 3,349.28		1,36	7,360.02
23-7661-31040	716 6TH AVE	GRANT CHERYL R	Average	\$ 4,936.03	\$ 394.96	\$ 3,349.28		\$ 8,68	8,680.26
23-7661-31050	718 6TH AVE	HEDIN KENNETH RAYMOND	Average	\$ 4,936.03	\$ 394.96	\$ 3,349.28		\$ 8,68	8,680.26
23-7661-31060	722 6TH AVE	MAYFIELD EARL R ET UX	Average	\$ 4,936.03	\$ 394.96	\$ 2,816.69		\$ 8,14	8,147.68
23-7661-31070	726 6TH AVE	CARLSON CASEY A	Average	\$ 4,936.03	\$ 394.96	\$ 3,349.28		\$ 8,68	8,680.26

2021-2022 Street improvement Project
Two Harbors, MN
Final Assessment Roll
Page 2 of 4

2021-2022 STREET IMPROVEMENT PROJECT FINAL ASSESSMIENT ROLL CITY OF TWO HARBORS, MINNESOTA November, 2022

Parcel Number ¹	Property Address	Owner	Category	Street	Sidewalk ²	Sanitary Service	Water Service	TOTAL ³	Notes
23-7661-31080	730 6TH AVE	LEHTO FRANCIS PAUL DESLEY &	Average	\$ 4,936.03	\$ 394.96	\$ 3,349.28		\$ 8,680.26	
23-7661-31090	731 5TH AVE	KLINKER DANIEL J+ STAUDACHER CAROL	Small	\$ 3,714.52	\$ 296.22	\$ 2,565.72		\$ 6,576.45	
23-7661-31095	512 8TH ST	KLINKER DANIEL J & CAROL J	Small	\$ 1,149.36	\$ 296.22	\$ 2,708.18		\$ 4,153.76	4,153.768 North-South street benefit.
23-7661-31100		INDEPENDENT SCHOOL DISTRICT NO 381	N/A	\$ 1,151.29	\$ 61.71	- \$		\$ 1,213.00	
23-7661-31110		INDEPENDENT SCHOOL DISTRICT NO 381	N/A	\$ 1,151.29	\$ 61.71	- \$		\$ 1,213.00	
23-7661-31120		PETERSON ALLEN J & JODI R	N/A	\$ 1,151.29	\$ 61.71	- \$		\$ 1,213.00	
23-7661-31130		PETERSON ALLEN J & JODI R	N/A	\$ 1,151.29	\$ 61.71	·- \$		\$ 1,213.00	
23-7661-31140		PETERSON ALLEN J & JODI R	N/A	\$ 1,151.29	\$ 61.71	- \$		\$ 1,213.00	
23-7661-31150		PETERSON ALLEN J & JODI R	N/A	\$ 600.64	\$ 30.86	- \$		\$ 631.50	
23-7661-31160	501 7TH ST	PETERSON ALLEN J & JODI R	N/A	\$ 600.64	\$ 30.86	\$ 2,565.72		\$ 3,197.21	
23-7661-31162	515 7TH ST	HRABAN AMANDA J	N/A	- \$	-· \$	- \$		\$ -	
23-7661-32010	802 6TH AVE	BARRETT-TWIEST CECILIA	Average	\$ 4,936.03	\$ 394.96	\$ 2,494.48		\$ 7,825.47	
23-7661-32020	806 6TH AVE	ANDERSON SUSAN	Large	\$ 6,157.53	\$ 493.70	\$ 2,494.48		\$ 9,145.71	
23-7661-32035		RBI GROUP LLC	N/A	\$ 159.03	\$ 6.11	- \$		\$ 165.14	
23-7661-32040		RBI GROUP LLC	N/A	\$ 347.35	\$ 16.66	- \$		\$ 364.01	
23-7661-32050		RBI GROUP LLC	N/A	\$ 380.39	\$ 18.51	- \$		\$ 398.90	
23-7661-32080	818 6TH AVE	RBI GROUP LLC	N/A	\$ 1,263.97	\$ 68.03	\$ 1,886.01		\$ 3,218.00	
23-7661-32100	825 5TH AVE	PRUSE JESSE B	Average	\$ 4,936.03	\$ 394.96	\$ 2,603.00		\$ 7,933.98	
23-7661-32110	823 5TH AVE	ESCHENBACHER DARBIE Z	Average	\$ 4,936.03	\$ 394.96	\$ 3,135.58		\$ 8,466.56	
23-7661-32120	819 5TH AVE	WHITEMAN ANDREW & ALYSSA	Small	\$ 3,714.52	\$ 296.22	\$ 2,603.00		\$ 6,613.74	
23-7661-32125	817 STH AVE	PANETTI JULIE	Small	\$ 3,714.52	\$ 296.22	\$ 3,206.81		\$ 7,217.55	
23-7661-32130	811 5TH AVE	LINDAHL TODD E	Large	\$ 6,157.53	\$ 493.70	\$ 3,135.58		\$ 9,786.81	
23-7661-32140	811 5TH AVE	LINDAHL TODD E	N/A	- \$	- \$	- \$		- \$	
73-7661-37145	AND STH AVE	MCARDEII KEVIN	Small	\$ 3.714.52	\$ 296.22	\$ 3.135.58		7.146.32	

2021-2022 Street Improvement Project Two Harbors, MN Final Assessment Roll Page 3 of 4

Two Harbors, MN Final Assessment Roll Page 4 of 4 2021-2022 Street Improvement Project

2021-2022 STREET IMPROVEMENT PROJECT FINAL ASSESSMENT ROLL

CITY OF TWO HARBORS, MINNESOTA November, 2022

Parcel Number ¹	Property Address	Owner	Category	Street	Sidewalk ²	Sanitary Service	Water Service	TOTAL	Notes
72 7561 27150	SOT STH AVE	TRANAH HEI EN TRUST U/A/D 4-19-04	Average	\$ 4,936.03	\$ 394.96	\$ 3,135.58		\$ 8,466.56	
23-7661 32160		PETERS ALAN G & HILLES		\$ 4,936.03	\$ 394.96	\$ 3,135.58		\$ 8,466.56	
23-7661-32100		UNISH		\$ 1,198.48	\$ 64.36	- \$		\$ 1,262.84	
23-7661-33040		HEDIN TIMOTHY J	Large	\$ 2,333.73	\$ 184.60	\$ 4,417.77		\$ 6,936.10	
73-7661-33050		TRANAH HOLDINGS LLC	Average	\$ 4,936.03	\$ 394.96	\$ 2,921.88		\$ 8,252.87	
73-7661-33060		HALVORSON CAROL A REVOCABLE TRUST	Average	\$ 4,936.03	\$ 394.96	\$		\$ 7,720.28	
23-7661-33070		HARRINGTON RENA M	Average	\$ 4,936.03	\$ 394.96	\$ 3,064.35		\$ 8,395.33	
23-7661-33080	819 6TH AVE	KRISKE HILL MARK & BARBARA	Average	\$ 4,936.03	\$ 394.96	\$			
73-7661-33090		CALBREATH CARL B	Average	\$ 4,936.03	\$ 394.96	\$ 3,206.81			
73-7661-33100		ALMSTEDT PETER	Average	\$ 4,936.03	\$ 394.96	\$ 3,206.81		\$ 8,537.80	
23.7661-33110		HAVLICK IAN SLADE	Average	\$ 4,936.03	\$ 394.96	\$ 2,565.72		\$ 7,896.70	
3-7661-33120		VEDDER DIXIE J	Average	\$ 4,936.03	\$ 394.96	\$ 3,420.51		\$ 8,751.50	
3-7001-33120		KITCHIGAMMIIIC	Small	\$ 624.24	\$ 32.18	· \$		\$ 656.42	
2-7-001-34032	720 CTU AVE	POBEDTSON DANIEL I & TIROSHAH	Average	4	\$ 394.96	\$ 3,420.51		\$ 8,751.50	
3-7661 240F0	727 5TH AVE	BATHKE IOHN I	Average		\$ 214.96	\$ 3,349.28		\$ 8,500.26	
07-24020	721 ETH AVE	EDITIND ERIC M & IVNNE M	Average	\$ 4,936.03	\$ 169.96	\$ 3,420.51		\$ 8,526.50	
22-7661-34060	717 ETU AVE	NEISON MICHAEL & HEID! I	Average	\$ 4,936.03	\$ 147.46	\$ 3,349.28		\$ 8,432.76	
23-7661-34070	712 GTH AVE	SOLEV WILLIAM T	Average	\$ 4,936.03	\$ 394.96	\$ 3,349.28		\$ 8,680.26	
23-7661-34090	711 6TH AVE	WEAVER CARYL G	Average	\$ 4,936.03	\$ 394.96	\$ 2,816.69		\$ 8,147.68	
23-7661-34100	707 6TH AVE	FLANIGAN-KESSLER SHELBY L	Average	\$ 4,936.03	\$ 394.96	\$ 3,562.98		\$ 8,893.96	
73-7661-34110		VIKES LLC	N/A	\$ 1,151.29	\$ 61.71	\$ 3,990.37		\$ 5,203.37	
2440 100		THE RESIDENCE OF THE PERSON OF	The State of the Party of the P	A 75 CCC +	A 10 000 TO	A 333 OFF OO	-	\$ 581 141 60	

			*	010000	0000		200	
23-7661-33040	835 6TH AVE	HEDIN TIMOTHY J	Large	2,333./3 \$	184.60 \$	4,41/.//	OTTOCKO C	
72_7661_33050	SOG STH AVE	TRANAH HOLDINGS LLC	Average \$	4,936.03 \$	394.96 \$	2,921.88	\$ 8,252.87	
23-7001-33030	ODE CTU AVE	HALVORSON CAROL A REVOCABLE TRUST	Average \$	4,936.03 \$	394.96 \$	2,389.30	\$ 7,720.28	
73-/ PBT-330PU	023 01 I AVE	HALVONOON CANOLA MA	Average	4 936 03 \$	394.96	3.064.35	\$ 8,395.33	
23-7661-33070	821 61H AVE	HAKKINGI ON KENA IVI	Aveiage +	\$ 00000°	20,000	2 12 10	\$ 456.56	
23-7661-33080	819 6TH AVE	KRISKE HILL MARK & BARBARA	Average 5	4,936.03 \$	394.95	3,133.30	00:00+00	
73-7661-33090	813 6TH AVE	CALBREATH CARL B	Average \$	4,936.03 \$	394.96 \$	3,206.81	\$ 8,537.80	
23-7661-33100	809 6TH AVE	ALMSTEDT PETER	Average \$	4,936.03 \$	394.96 \$	3,206.81	\$ 8,537.80	
23,7661-33110	807 6TH AVE	HAVLICK IAN SLADE	Average \$	\$ 4,936.03 \$	394.96 \$	2,565.72	\$ 7,896:70	
23,7661-33120	801 6TH AVE	VEDDER DIXIE J	Average \$	\$ 4,936.03 \$	394.96 \$	3,420.51	\$ 8,751.50	
23-7661-34037	732 7TH AVE	KITCHI GAMMI LLC	Small \$	624.24 \$	32.18 \$	•	\$ 656.42	
22-7661-34040	729 FTH AVE	ROBERTSON DANIEL 1 & TIROSHAH	Average \$	\$ 4,936.03 \$	394.96 \$	3,420.51	\$ 8,751.50	
23-7001-34040	TOT STH AVE	RATHKE IOHN I	Average \$	4,936.03 \$	214.96 \$	3,349.28	\$ 8,500.26	
72-7007-24020	727 OTH AVE	THE TOTAL OF A CHAINE AND	Average	4 936 03 \$	169.96	3.420.51	\$ 8,526.50	
23-/661-34060	/ZI BIH AVE	בטרטואט באוכ ואו א רו ואואב ואו	295120	÷ 000000	7 77 70	80 000	\$ 8 432 76	
23-7661-34070	717 6TH AVE	NELSON MICHAEL L & HEIDI J	Average	4,935.03	747.4b	3,343.20	0,300,0	
23-7661-34080	713 6TH AVE	SOLEY WILLIAM T	Average \$	\$ 4,936.03 \$	394.96 \$	3,349.28	\$ 8,680.26	
73-7661-34090	711 6TH AVE	WEAVER CARYL G	Average \$	\$ 4,936.03 \$	394.96 \$	2,816.69	\$ 8,147.68	
22,7661-34100	707 6TH AVE	FI ANIGAN-KESSI ER SHELBY L	Average \$	\$ 4,936.03 \$	394.96 \$	3,562.98	\$ 8,893.96	
23-7001-3410		VIKECIIC	N/A S	1,151.29 \$	61.71 \$	3,990.37	\$ 5,203.37	
07745-700/-57		INCO PEC		227 015 45 \$	25 170 27 \$	223.055.88 \$	- \$ 581,141.60	
		Totals		¢ 64.010,700 0	÷ 17:01767	1 0000000000000000000000000000000000000		

\$ 332,915.45 \$ 25,170.27 \$ 223,035.88 \$ - \$ 50,441.00		
Totals Control of the		

Highlighted property indicates where assessment is adjusted based on anticipated maximum benefit.

Reflects credit for properties 23-7661-34050, 34060, and 34070 that had sidewalks previously replaced in 2018.

Assessments paid in full by December 31, 2022 will be reduced by \$50 due to avoidance of a Lake County Administrative Fee for processing multi-year assessments.

Notes

recleved 11/14/22 at 4:30 pm

11/14/22

Patricia Nordean, City Clerk, City of Two Harbors Miranda Pietalla, Acting Administrator City of Two Harbors 522 First Av Two Harbors MN 55616

This is written objection to any assessment for the construction of the 2021-2022 street improvement project ("project"), because 822 4TH Avenue, Two Harbors Lumber property is not within the projects boundaries. I charge you, the City of Two Harbors, to provide proof 822 4TH Avenue, Two Harbors Lumber property is within the project or cease and desist from assessing for the Capital Investment Project, CIP, of 2021-2022. Just because 822 4TH Avenue is an address doesn't make the physical property within the CIP.A written statement Two Harbors Lumber, 822 4TH Avenue, Two Harbors, Minnesota is not within the Capital Investment Project, CIP, of 2021-2022, is required.

You have made a \$19,077.84 error, mistake. You have omitted to know, the actual boundaries of the CIP of 2021-2022. The CIP ends before the property at 822.4^{TH} Avenue.

At no time during the CIP of 2021-2022 was I or my brother, Gene Gangestad, ever informed of any details of any assessment and/or that 822 Fourth Avenue was within the CIP, yet on this date 11/14/22, we are charged to defend our property from your spurious allegations.

Why would I need an appointment to see the proposed assessment roll, that is supposed to be for public inspection at the office of the City Clerk in the City Hall, 522 First Avenue, Two Harbors, Minnesota?

Written response is required by 11/23/22.

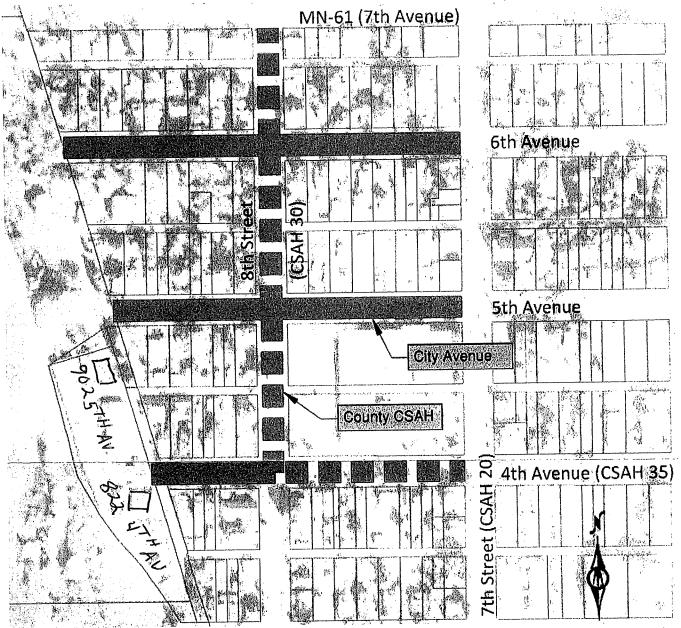
Two Harbors Lumber

Donna Gangestad

822 4th Av

Two Harbors, MN 556

CC: dg, DG maybe diseminated



2021-2022 Street Improvement Project

>> Continued from pg. 1

After all work is complete a final thorough inspection will be performed of each block, and a list (referred to as a "punch list") of any items needing attention will be developed and provided to the contractor. Work on the punch list items is anticipated to be done by the end of 2022. The construction contract will remain open, and the City will hold monetary retainage on the contractor to ensure all punch list work is completed.

Once construction costs are finalized, the proposed assessments to the

benefitted properties along the project blocks will be determined. A Public Hearing will be held (most likely in November 2022) to review the project costs and assessments. All properties to be assessed will receive individual notices of the Public Hearing in the U.S. Mail. The notice for the Public Hearing will also be advertised and posted.

Any questions or concerns regarding the project can be directed to the project inspector, Adam Nix, who can be reached by phone at (218) 830-0512. Project information and documents can also be found under the 2021-2022 Street Project tab on the City's website: www.twoharborsmn. gov/2021-2022_street_project. Hard copies of the project construction plans and the preliminary engineering report are also available for review at City Hall.

Thank you to all the residents and other members of the public affected by the work in 2021 and those yet to come in 2022. Your cooperation, patience, and understanding during construction helps the project go more smoothly and is greatly appreciated!



AGENDA ITEM SUBJECT: Considering approving invoice to Bolton & Menk for \$2,932.50 for professional services for the 2021 & 2022 Street & Alley Improvement Project

ORIGINATING SOURCE/DEPARTMENT: Street Improvement Fund

FUNDING SOURCE: Street Improvement Fund & Assessments

BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$2,932.50 from September 3, 2022 through September 30, 2022 for project management, coordination of Construction Contract for the street project. Total engineering contract for construction services in 2022 are \$175,000, remaining funds are \$87,848.95.

ESTIMATED DATE OF COMPLETION: 12/31/2022

COMMITTEE/COMMISSION RECOMMENDATION: Click here to enter text.

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION: *Approve invoice for \$2,932.50 to 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 October 31, 2022

Project No: Invoice No: N16.121170 0300199

Amount

Client Account:

TWOHARB_CI_MN

Two Harbors/2021-2022 Street Improvement

Professional Services from September 3, 2022 to September 30, 2022

Project Management (001)

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

Professional Services

		110010		
Principal		2.00	386.00	
•	Totals	2.00	386.00	
	Total Labor			386.00
			Total this Task	\$386.00

Hours

Construction Admin/Observation-City Aves (007)

Review and Respond to Resident Questions Regarding Construction Issues; Coordination with Contractor, Including On-Site Meeting to Review Turf Restoration

Professional Services

	Hours	Amount
Principal	4.50	868.50
Project Engineer	9.00	1,215.00
Totals	13.50	2,083.50
Total Labor		

Total this Task

2,083.50 \$2,083.50

Construction Admin/Coordination - CSAH (017)

Coordination with Lake County, Including Project Retainage, Punch Lists and Contract Status

Professional Services

	Hours	Amount
Principal	1.00	193.00
Project Engineer	2.00	270.00
Totals	3.00	463.00

Total Labor 463.00

Total this Task

\$463.00

Total this Invoice

\$2,932.50



AGENDA ITEM SUBJECT: Considering approving invoice to Bolton & Menk for general engineering for \$787.50

ORIGINATING SOURCE/DEPARTMENT: General Fund

FUNDING SOURCE: General Fund

BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$787.50 from September 3, 2022 to September 30, 2022; this is for Assessment Policy review with staff, Superior Shores coordination, CSAH 26 and Mapping GIS and work on the reciprocal easement for the new Liquor Store location

ESTIMATED DATE OF COMPLETION: 12/31/2022

COMMITTEE/COMMISSION RECOMMENDATION: Click here to enter text.

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION:Approve invoice for \$787.50 to Bolton & Menk

Agenda Item # CA. Meeting Date: 11 28 22



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 October 31, 2022

Project No:

0U1.123538

Invoice No:

0300201

Client Account:

TWOHARB_CI_MN

Two Harbors/General Professional Service

Professional Services from September 3, 2022 through September 30, 2022:

\$ 187.50 - Assessment Policy: Coordination with Staff Regarding Sidewalk Assessments; Prepare for Finance Committee Meeting September 15th and Public Works Committee Meeting September 26th

\$ 225.00 - Superior Shores: Coordination with Staff and Attorney for Preparation and Distribution of Agreement for Proposed Work

\$ 75.00 - CSAH 26: Attend Preconstruction Meeting Held by Lake County for CSAH 26 Project

\$ 225.00 - Mapping: GIS and Parcel Information Updates

\$ 712.50 - Task 001 Total

Reduced	Rate	Services	(001)	

rofessional Services	****	• •	
	Hours	Amount	•
Principal	6.50	487.50	
Specialist	1.00	75.00	
Technician	2.00	150.00	
Totals	9.50	712.50	
Total Labor			712.50
		Total this Task	\$712.50

No-Charge Meeting Attendance (003)

Prepare For and Attend the Following Meetings:

- City Council Regular Meetings September 12th and 26th
- Utilities Committee Meeting September 7th
- Public Works Committee Meeting September 8th and 26th
- Finance Committee Meeting September 15th
- Trees and Trails Commission Meeting September 15th

Professional Services

	Hours	Amount	
Principal	17.00	3,281.00	
Project Engineer	1.00	135.00	
Totals	18.00	3,416.00	
Total Labor			3,416.00
Additional Fees			
Meetings - No Charge		-3,416.00	
Total Additional Fees		-3,416.00	-3,416.00
		Total this Task	0.00

Liquor Store (021)

Coordination for New Draft Reciprocal Easement

Project	0U1.123538	Two Harbors/General Professional Service	Invoice	0300201
Profession	al Services			
		Hours	Amount	
Princip	al	1.00	75.00	
	Totals	1.00	75.00	
	Total Labor			75.00
		Tota	al this Task	\$75.00
		Total t	his Invoice	\$787 50



AGENDA ITEM SUBJECT: Considering approving invoice to Bolton & Menk for \$5,671.50

ORIGINATING SOURCE/DEPARTMENT: Sewer Fund

FUNDING SOURCE: Sewer Fund

BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$5,671.50 for Construction services through September 30, 2022; this is for the research and data collection for the Ankrum property the city acquired to begin topographic survey on the parcel for the WWTP project and Water Plant Project.

ESTIMATED DATE OF COMPLETION: 12/31/2024

COMMITTEE/COMMISSION RECOMMENDATION: Click here to enter text.

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION: Approve invoice for \$5,671.50 to Bolton & Menk

Agenda Item # 0.5 Meeting Date: 11/28/22



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Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)
Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Two Harbors Miranda Pietila, Finance Director

522 First Ave

Two Harbors, MN 55616-1504

October 31, 2022

Project No: Invoice No: 0U1.128426 0300202

Client Account:

TWOHARB_CI_MN

Two Harbors/Parcel 23-7600-06600

Professional Services through September 30, 2022

Project Management (001)

Project Management, Coordination and Correspondence

Professional Services

Hours	Amount	
1.50	281.50	
1.50	281.50	
•		281.50
	1.50	1.50 281.50

Total this Task

\$281.50

Research and Data Collection (002)

Coordination For and Begin Topographic Survey

Professional Services

	Hours	Amount
Project Engineer	1.00	135.00
Survey Technician	27.00	4,050.00
Project Manager	5.00	800.00
Graduate Surveyor	3.00	405.00
Totals	36.00	5,390.00
Total Labor		

Total this Task

\$5,390.00

5,390.00

Total this Invoice

\$5,671.50



AGENDA ITEM SUMMARY

AGENDA ITEM SUBJECT: Considering approving invoice to Bolton & Menk for \$31,149 for professional services for the 2023 & 2024 Street & Alley Improvement Project

ORIGINATING SOURCE/DEPARTMENT: Street Improvement Fund

FUNDING SOURCE: Street Improvement Fund & Assessments

BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$31,149.00 from September 3, 2022 through September 30, 2022 for project management, coordination and correspondence for the street project. Preliminary engineering services for project were approved for \$156,300, at the Council meeting on August 22nd additional engineering costs were approved for the addition of 4th Avenue into the scope of the project for estimated cost of \$24,500 remaining costs are \$26,152.50.

ESTIMATED DATE OF COMPLETION: 12/31/2022

COMMITTEE/COMMISSION RECOMMENDATION: Click here to enter text.

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION: Approve invoice for \$31,149 to Bolton & Menk



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Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)
Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Two Harbors Miranda Pietila, Finance Director 522 First Ave Two Harbors, MN 55616-1504 October 31, 2022

Project No: Invoice No: 0U1.127379 0300200

Client Account:

TWOHARB CI MN

Two Harbors/2023-2024 Street Improvement

Professional Services from September 3, 2022 to September 30, 2022

Project Management (001)

Project Management, Coordination and Correspondence; Coordination for Public Hearing, Including Resolution and Notice; Meetings with Staff and City Attorney

Professional Services

		Hours	Amount	
Principal		10.50	2,026.50	
•	Totals	10.50	2,026.50	
• •	Total Labor			2,026.50

Total this Task

\$2,026.50

Preliminary Design - City (003)

Complete Preliminary Project Layouts and Cost Estimates; Complete Review of Project Parcels and Preliminary Assessment Calculations

Professional Services

	Hours	Amount
Principal	5.00	952.00
Design Engineer	31.00	3,852.00
Project Engineer	49.00	6,960.00
Totals	85.00	11,764.00

T-0-1065- T-

11,764.00

Total this Task

\$11,764.00

Feasibility Report (004)

Complete Preparation of Text, Figures and Appendices for Feasibility Report

Total Labor

Professional Services

	Hours	Amount
Principal	13.50	2,605.50
Project Engineer	68.00	9,860.00
Totals	81.50	12,465.50

Total Labor

12,465.50

Total this Task

\$12,465.50

Preliminary Design Coordination - County (013)

Coordination with County Design Team; Coordination Regarding Box Culvert; Prepare for and Attend September 8th Steering Committee Meeting; Coordination for Inclusion of County Project Information in Feasibility Report; Coordination with Lake County SWCD Regarding Stormwater Funding Pursuits

Project	0U1.127379	Two Harbors/2023-2024 Street Improvem	ent Invoice	0300200
Profession	nal Services			
		Hours	Amount	
Princip	al	5.50	1,061.50	
Design	n Engineer	12.00	1,494.00	
Project	t Engineer	16.50	2,337.50	
	Totals	34.00	4,893.00	
	Total Labor	•		4,893.00
			Total this Task	\$4,893.00
		Т	otal this Invoice	\$31,149.00



AGENDA ITEM SUBJECT: Considering approving invoice to Bolton & Menk for \$5,467.50 for professional services for the preliminary design concepts for 2 tunnels

ORIGINATING SOURCE/DEPARTMENT: Street Improvement Fund

FUNDING SOURCE: Street Improvement Fund & Assessments

BACKGROUND: Submitting invoice for Bolton & Menk engineering services for \$5,467.50 from September 3, 2022 through September 30, 2022 for preliminary activities on potential underpass. Preliminary engineering services for project were approved at the June 27th Council meeting for an amount not to exceed \$50,000, remaining costs are \$9,878.

ESTIMATED DATE OF COMPLETION: 12/31/2022

COMMITTEE/COMMISSION RECOMMENDATION: Click here to enter text.

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION: Approve invoice for \$5,467.50 to Bolton & Menk



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Please Remit To: Bolton & Menk, Inc.
1960 Premier Drive | Mankato, MN 56001-5900
507-625-4171 | 507-625-4177 (fax)
Payment by Credit Card Available Online at www.Bolton-Menk.com
To Ensure Proper Credit, Provide Invoice Numbers with Payment

City of Two Harbors Miranda Pietila, Finance Director 522 First Ave Two Harbors, MN 55616-1504 October 31, 2022

Project No: Invoice No: 0U1.126067 0300203

Amount

Client Account:

TWOHARB_CI_MN

Two Harbors/TH 61 - MnDOT Reconstruction

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

Professional Services from September 3, 2022 to September 30, 2022

Project Management and Meetings (001)

Prepare for and Attend September 22nd Meeting with MnDOT and Project Stakeholders; Prepare For and Attend MnDOT Open House Meeting on September 27th; Coordination with City Staff and MnDOT for MnDOT Presentation to City Council

Professional Services

	Hours	Amount	
Principal	. 8.00	1,544.00	
Project Engineer	1.50	202.50	
Totals	9.50	1,746.50	
Total Labor			1,746.50
		Total this Task	\$1,746.50

Preliminary Engineering - Underpass (003)

Continue Preliminary Activities on Potential Underpasses, Including Coordination with City Staff and MnDOT; Complete Preparation of Preliminary Cost Estimates; Prepare Information for Presentation at September 26th City Council Meeting and September 27th Open House; Provide Updated Information to MnDOT

Hours

Professional Services

Principal	9.00	1,747.00	
Design Engineer	15.00	1,974.00	
Totals	24.00	3,721.00	
Total Labor			3,721.00
		Total this Task	\$3,721.00
	-	Total this Invoice	\$5 4 67 50



AGENDA ITEM SUBJECT: Consider approving an increase to the 2023 Water and sewer fees effective January 1, 2023

ORIGINATING SOURCE/DEPARTMENT: Water & Sewer Department

FUNDING SOURCE: Water & Sewer Department

BACKGROUND: Rates for water and sewer services are based entirely on the City's costs for operating and maintaining its utility systems and services. Water and sewer rates pay for the treatment of water and sewer to all Two Harbors residences and businesses. In 2014 Ehler's provided us with a Sewer & Water Rate Study we implemented in 2015 when we switched from a flat rate system to a meter rate system. With the Wastewater Plant Project the City made commitments to funding the debt service, and show the City is being fiscally responsible to maintain our assets. The recommendation is to approve a 3.% rate increase for the Water and Sewer rates for consumption beginning on January 1, 2023.

ESTIMATED DATE OF COMPLETION: 12/31/2023

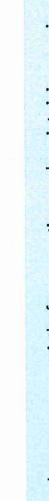
COMMITTEE/COMMISSION RECOMMENDATION: Utility Committee has reviewed the proposed increase of 3% and is in support.

ADMINISTRATION/STAFF RECOMMENDED COUNCIL ACTION: Approve recommendation for the increase of 3.% in the water & sewer rates



PROPOSED WATER & SEWER RATES 2023

WATER & SEWER UTILITIES





Trying to meet all financial obligations of the water & sewer utility – debt service Œ

Improving and maintaining existing water and sewer systems

Goal is Creating efficient and self sustainable systems

1

2023 PROJECTS

1

Wastewater treatment project upgrade • Estimated costs of up to \$32 million Water treatment facility

•costs are estimated at approximately between \$5.2M

SINGLE FAMILY

2 PERSON HOME

1

AVERAGE USAGE IS APPROX. 2,970 GALLONS

2022 CURRENT CHARGES

= \$24.88

= \$24.17

= \$85.99

TOTAL

TIER 1 - FIRST 4,000 GALLONS X \$5.53 PER 1,000 GALLON = \$16.42

WATER - BASE FEE CHARGE

TIER 1 - FIRST 4,000 GALLONS X \$6.91 PER 1,000 GALLON = \$20.52

SEWER - BASE FEE CHARGE

3% INCREASE TIER 1 - FIRST 4,000 GALLONS X \$5.70 PER 1,000 GALLON = WATER - BASE FEE CHARGE

2023 RECOMMENDED INCREASE

\$16.93 \$24.90 \$20.52

\$25.63

(DIFFERENCE OF \$1.99 PER MONTH OR \$23.88 ANNUALLY WITH A 3% INCREASE)

TIER 1 -- FIRST 4,000 GALLONS X \$7.12 PER 1,000 GALLON ==

SEWER - BASE FEE CHARGE

MULTI FAMILY

◆ 4 PERS2ON HOME

AVERAGE USAGE IS APPROX. 6,510 GALLONS

2022 CURRENT CHARGES

2023 RECOMMENDED INCREASE

3% INCREASE					의	0
69	\$25.63	\$22.80	\$ 4.31 \$24.90	\$28.48 \$17.54	\$ 5.40	\$143.60
	II	 Z	11 11	 Z	11	11
	WATER - BASE FEE CHARGE	TIER 1 – FIRST 4,000 GALLONS X \$5.70 PER 1,000 GALLON TIER 2 – 2,000 X \$7.00 PER 1,000 GALLONS	TIER 3 - 510 X \$8.45 PER 1,000 GALLONS SEWAGE - BASE FEE CHARGE	TIER 1 – FIRST 4,000 GALLONS X \$7.12 PER 1,000 GALLON TIER 2 – 2,000 X \$8.77 PER 1,000 GALLONS	TIER 3 - 510 X \$10.60 PER 1,000 GALLONS	TOTAL
	= \$24.17	= \$22.12 = \$13.60	= \$ 4.18 = \$24.17	= \$27.64 = \$17.02	= \$ 5.25	= \$138.15
	"	II II	!! !!			
	WATER - BASE FEE CHARGE	TIER 1 – FIRST 4,000 GALLONS X \$5.53 PER 1,000 GALLON = \$22.12 TIER 2 – 2,000 X \$6.80 PER 1,000 GALLONS = \$13.60	TIER 3 - 510 X \$8.20 PER 1,000 GALLONS SEWAGE - BASE FEE CHARGE	TIER 1 – FIRST 4,000 GALLONS X \$6.91 PER 1,000 GALLON TIER 2 – 2,000 X \$8.51 PER 1,000 GALLONS	TIER 3 - 510 X \$10.29 PER 1,000 GALLONS	TOTAL

(DIFFERENCE OF \$5.45 PER MONTH OR \$65.40 ANNUALLY)

COMMERCIAL – FAST FOOD RESTAURANT

ì

BASED ON A MONTHLY USAGE OF 15,400 GALLONS OF WATER

2022 CURRENT CHARGES

2023 RECOMMENDED INCREASE

3% INCREASE

\$ 39.46

= \$ 38.34

TIER 1 - FIRST 30,000 GALLONS X \$5.70 PER 1,000 GALLON = \$87.78 SEWER - BASE FEE CHARGE WATER - BASE FEE CHARGE TIER 1 - FIRST 30,000 GALLONS X \$6.91 PER 1,000 GALLON = \$106.41 TIER 1 - FIRST 30,000 GALLONS X \$5.53 PER 1,000 GALLON = \$85.16 = \$ 37.22 = \$ 38.31 WATER - BASE FEE CHARGE SEWER - BASE FEE CHARGE

\$109.65 TIER 1 - FIRST 30,000 GALLONS X \$7.12 PER 1,000 GALLON

= \$275.23

= \$267.10

(DIFFERENCE OF \$8.13 PER MONTH OR \$97.56 ANNUALLY)

HOW MUCH WATER DOES EVERYONE USE?

- · CITY OF TWO HARBORS SUPPLIES
- 1.348 RESIDENTS WITH WATER
- 80 COMMERCIAL BUSINESSES WITH WATER
- 10 INDUSTRIAL BUSINESSE
- IN 2021 THE CITY DELIVERED A TOTAL OF 116,464,812 GALLONS OF WATER





AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:		
P. Nordean	Administration	11/28/22		
Agenda Item Subject:	Fiscal Impact:			
Postage Meter	,			
BACKGROUND:				
Administrative staff is requesting per	mission to lease a postage	meter from Pitney Bowes.		
The Lease Agreement will be provide	d on Monday.			

COUNCIL ACTION REQUESTED:				
Approve the Lease Agreement and au	uthorize the Acting Mayor a	and City Clerk to execute said		
agreement on behalf of the City.				
RECOMMENDATION:	•			
Approve Agreement and authorize its execution.				
Approve Agreement and dunionize to	3 0,10041.0			
ATTACHMENTS:				



AGENDA ITEM SUBJECT: Consider the resolution to elect the option to NOT waive the monetary limits on municipal tort liability

ORIGINATING SOURCE/DEPARTMENT: Click here to enter text.

FUNDING SOURCE: Click here to enter text.

BACKGROUND: Cities obtaining liability coverage from the League of MN Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchases

ESTIMATED DATE OF COMPLETION: 12/31/2023

COMMITTEE/COMMISSION RECOMMENDATION: Click here to enter text.

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

Agenda Item # CAID Meeting Date: 11 28 22

LMCIT Member Name:
Check one: The member DOES NOT WAIVE the monetary limits on municipal tort liability established by Minn Stat. § 466.04.
The member WAIVES the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.
Date of member's governing body meeting: Signature: Position:



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:		
P. Nordean	Administration	11/28/22		
Agenda Item Subject:	Fiscal Impact:			
Hiring Temporary Employee at				
Liquor Store				
BACKGROUND:				
The Liquor Store is in need of tempo	rary clerks and the Manag	er has recommended that		
Alicia Lang be hired as a temporary e				
		3000		
COUNCIL ACTION REQUESTED:				
Hiring Alicia Lang as a temporary em	ployee at the Liquor Store	1.		
RECOMMENDATION:				
Hire Alicia Lang as a temporary empl	oyee at the Liquor Store.			
ATTACHMENTS:				



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:	
P. Nordean	Administration	11/28/22	
Agenda Item Subject:	Fiscal Impact:		
Day Off With Pay			
BACKGROUND: The Personnel Committee has recommended that the Council authorize a day off with pay as a prize to be given to one employee at the employee Christmas Party.			
COUNCIL ACTION REQUESTED:			
Authorize a day off with pay as a prize	e for the employee Christn	nas Party.	
RECOMMENDATION:			
Authorize a day off with pay as a prize for the employee Christmas Party.			
ATTACHMENTS:			



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:
P. Nordean	Administration	11/28/22
Agenda Item Subject:	Fiscal Impact:	
Authorizing postings for		
Permanent Part-Time Liquor Store		
Clerk.		
BACKGROUND: When the new Liquor Store is opened staff will be necessary. Currently the shortages. It has been difficult to find shortages. The Liquor Store Manager time employee now, to assist with the Committee has recommended that significant part-Time Liquor Store Cl	Liquor Store is experier d temporary employees r has requested authoriz e long-term staffing situ imultaneous internal an	ncing long-term staffing s to assist with the staffing zation to hire a permanent part- uation. The Personnel
COUNCIL ACTION REQUESTED:		
Authorize simultaneous internal and	external postings for a l	Permanent Part-Time Liquor
Store Clerk.		•
RECOMMENDATION:		
Authorizing simultaneous internal an	d external postings for	a Permanent Part-Time Liquor
Store Clerk.		



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:
P. Nordean	Administration	11/28/22
Agenda Item Subject:	Fiscal Impact:	
Resignation of Jesse Hennen		
BACKGROUND: Jesse Hennen has submitted his resign has recommended acceptance of his appreciation for his service.		
appreciation for his service.		
COUNCIL ACTION REQUESTED:		
Accept his resignation, with regret, a	nd authorizing a letter of a	appreciation for his service.
RECOMMENDATION:		
Accept his resignation, with regret, a	nd authorizing a letter of a	appreciation for his service.
		and an experience of the second second
ATTACHMENTS:		

Patty Nordean

From:

Jesse Hennen < jhennen 03@gmail.com>

Sent:

Monday, November 21, 2022 7:26 PM

To:

Patty Nordean

Subject:

Resignation Letter

Hi Patty,

Please accept this letter as formal notification that I am resigning from my current position as Cemetery Caretaker. My last day of employment will be Friday December 2nd, 2022.

Thank you, Jesse Hennen



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:
P. Nordean	Administration	11/28/22
Agenda Item Subject:	Fiscal Impact:	
Authorize postings Cemetery		
BACKGROUND: Due to the resignation of Jesse Henne postings for the position of Cemetery		authorize internal and external
COUNCIL ACTION REQUESTED:		
Authorize internal and external posti	ngs for the position of Ce	metery Caretaker.
RECOMMENDATION:		
Authorize the postings.		
ATTACHMENTS:		



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:
P. Nordean	Administration	11/28/22
Agenda Item Subject:	Fiscal Impact:	
Committee Resignations		
BACKGROUND:		
Michelle Anderson has resigned from	her positions on the Charter a	nd Planning Commissions
effective immediately. Roger McDan	nold has resigned from his posi	tion on the Recreation
Board.	· ·	
boara		
COUNCIL ACTION REQUESTED:		
Accept the resignations of both indiv	iduals with regret and authori	ze a letter of annreciation
	iduais, with regret, and admon	ze a letter of appreciation
for their service.		
RECOMMENDATION:		
Accept resignations and authorize let	ters.	
ATTACHMENTS:		
• • • • • • • • • • • • • • • • • • •		•



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:
P. Nordean	Administration	11/28/22
Agenda Item Subject:	Fiscal Impact:	
Declare Second Reading		
Supplement to Code		
BACKGROUND: American Legal Publishing has been has since the last codification process. Of that the codification is adopted as parequired readings for this process.	nce the codification has	been completed, it is necessary
COUNCIL ACTION REQUESTED:		
Declare second reading of the ordina	ince enacting and adopt	ing a supplement to the Code of
Ordinances for the City of Two Harbo	ors.	
RECOMMENDATION:		
Declare second reading of the propo	osed ordinance.	
ATTACHMENTS:	,	



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:
P. Nordean	Administration	11/28/22
Agenda Item Subject:	Fiscal Impact:	
Agreement for Liquor Store		
Architect Services		
BACKGROUND: The City has accepted the proposal o proposed Liquor Store Project. The a City and DSGW for those services.		
COUNCIL ACTION REQUESTED:	A the District of City C	lark to evecute said
Approve the agreement and authoriz	e the Acting Mayor and City C	ierk to execute salu
agreement.		
RECOMMENDATION: Approve the agreement and authorize	ve the Acting Mayor and City C	lerk to execute said
	e the Acting Mayor and City C	ICIN to encoure sala
agreement.		
ATTACHMENTS:		



Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the THIRTY-FIRST (31st) day of OCTOBER in the year TWO THOUSAND TWENTY-TWO (2022) (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

City of Two Harbors
522 1st Avenue
Two Harbors, MN 55616
(218) 834-8803 phone
Contact: Joel Dhein, City Administrator
jdhein@twoharborsmn.gov
Ben Redden, Acting Mayor, City Council President, Ward Two
councilorredden@twoharborsmn.gov
Patricia Nordean, City Clerk
pnordean@twoharborsmn.gov
(218) 834-8806 phone

and the Architect: (Name, legal status, address and other information)

Damberg Scott Gerzina Wagner Architects, Inc. (dba: DSGW Architects, Inc.) 417 2nd Street South
P. O. Box 1065
Virginia, MN 55792
(218) 727-2626 phone
Contact: Erik C. Wedge, AIA, LEED AP, Principal ewedge@dsgw.com

for the following Project: (Name, location and detailed description)

Two Harbors Municipal Liquor Store Two Harbors, Minnesota

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

- .1 Work with Liquor Store Committee to:
 - a. Develop and finalize space needs
 - b. Plan store product layout
 - c. Develop a final design for the municipal liquor store
 - d. Prepare detailed plans and specifications
 - e. Manage the bidding process and contract award
 - f. Provide construction inspection services

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

- .1 New construction of an 8,000 to 10,000 square foot off-sale municipal liquor store on a site adjacent to Minnesota Trunk Highway 61. The project will include site planning for parking, utilities, storm water and signage.
- § 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

To be determined.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design - October 2022 Design Development - October - December 2022 Construction Documents - January - March 2023 Bidding - March - May 2023

.2 Construction commencement date:

Spring 2023

.3 Substantial Completion date or dates:

Spring 2024

.4 Other milestone dates:

To be determined.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

To be determined.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204TM—2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204—2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204—2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

Joel Dhein, City Administrator City of Two Harbors 522 1st Avenue Two Harbors, MN 55616 (218) 834-8803 phone jdhein@twoharborsmn.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

To be determined.

.2 Civil Engineer:

Bolton Menk 3507 High Point Drive North Oakdale, MN 55128 (651) 704-9970 ext. 2916 Contact: Joseph R. Rhein, PE, Principal Engiener Joseph.rhein@bolton-menk.com

.3 Other, if any: (List any other consultants and contractors retained by the Owner.)

To be determined.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

Erik C. Wedge, AIA, LEED AP, Principal
Damberg Scott Gerzina Wagner Architects, Inc. (dba: DSGW Architects, Inc.)
417 2nd Street South
P. O. Box 1065
Virginia, MN 55792
(218) 727-2626 phone
ewedge@dsgw.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Northland Consulting Engineers L.L.P. 102 South 21st Avenue West, Suite 1 Duluth, MN 55806 (218) 727-5995 phone Contact: Jon E. Aamodt, PE, Principal Partner jon@nce-duluth.com

.2 Mechanical/Electrical Engineer:

CMTA 525 South Lake Avenue, Suite 222 Duluth, MN 55802 (701) 551-5723 phone

Contact: David Vig, PE, CEM, Mechanical Engineer

David.vig@cmta.com (218) 722-3060 phone

Contact: Scott Haedtke, Senior Electrical Project Manager

Scott.haedtke@cmta.com

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM—2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

- § 2.5.1 Commercial General Liability with policy limits of not less than ONE MILLION DOLLARS (\$ 1,000,000.00) for each occurrence and ONE MILLION DOLLARS (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ONE MILLION DOLLARS (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability with policy limits not less than FIVE HUNDRED THOUSAND (\$ 500,000.00) each accident, FIVE HUNDRED THOUSAND (\$ 500,000.00) each employee, and FIVE HUNDRED THOUSAND (\$ 500,000.00) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than FIVE MILLION DOLLARS (\$ 5,000,000.00) per claim and FIVE MILLION DOLLARS (\$ 5,000,000.00) in the aggregate.

§ 2.5.7 THIS ITEM INTENTIONALLY DELETED.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

- § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

- § 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
 - .1 facilitating the distribution of Bidding Documents to prospective bidders;
 - .2 organizing and conducting a pre-bid conference for prospective bidders;
 - .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
 - .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

- § 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.
- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.
- § 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.
- § 3.6 Construction Phase Services
- § 3.6.1 General
- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM—2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.
- § 3.6.2 Evaluations of the Work
- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

- § 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information.

Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

- § 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- § 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

- § 3.6.6.1 The Architect shall:
 - conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
 - .2 issue Certificates of Substantial Completion;
 - .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
 - .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Responsibility (Architect, Owner, or not provided)
Architect
Architect
Not Provided
Owner
Not Provided
. Architect
Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.1.1 Programming: Included in Basic Services.

- § 4.1.1.2 Multiple preliminary designs: Included in Basic Services.
- § 4.1.1.15 As-designed record drawings: Included in Basic Services.
- § 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.1.8 Civil engineering

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204TM—2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
 - Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
 - .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
 - .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

- comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - .1 ONE (1) review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
 - .2 BI-WEEKLY visits to the site by the Architect during construction
 - .3 ONE (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - .4 ONE (1) inspection for any portion of the Work to determine final completion.
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within TWENTY-FOUR (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

- § 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.
- § 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204TM—2017, Sustainable Projects Exhibit, attached to this Agreement.
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot

and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- § 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - .1 give written approval of an increase in the budget for the Cost of the Work;
 - .2 authorize rebidding or renegotiating of the Project within a reasonable time;
 - .3 terminate in accordance with Section 9.5;
 - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
 - .5 implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established

pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)
 - [X] Arbitration pursuant to Section 8.3 of this Agreement
 [] Litigation in a court of competent jurisdiction
 [] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- § 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 (Paragraphs deleted) Percentage Basis (Insert percentage value)

SIX POINT FIVE PERCENT (6.5)% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

(Paragraphs deleted)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly as per the rates listed in item 11.7 below with prior approval of the Owner and Architect.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Hourly as per the rates listed in item 11.7 below with prior approval of the Owner and Architect.

- § 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus FIFTEEN percent (15.0%). (Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)
- § 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase Design Development Phase Construction Documents	FIFTEEN TWENTY FORTY	percent (percent (percent (15 20 40	%) %) %)
Phase Procurement Phase Construction Phase	FIVE TWENTY	percent (5 20	%) %)
Total Basic Compensation	one hundred	percent (100	%)

- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
Managing Principal Architect	\$195/hour
Principal Architect	\$165/hour
Senior Architect	\$145/hour
Architect	\$130/hour

Design Professional Intern Design Professional	\$120/hour \$100/hour
Senior Project Manager	\$125/hour \$110/hour
Project Manager Specifications Manager	\$110/110ur \$125/hour
Design Technician	\$120/hour
Principal Interior Designer	\$165/hour
Senior Interior Designer	\$130/hour
Interior Designer Senior Project Coordinator/Technician	\$110/hour \$ 90/hour
Project Coordinator	\$ 80/hour
Administrative Support	\$ 70/hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;

.5 Postage, handling, and delivery;

- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus FIFTEEN percent (15.0 %) of the expenses incurred.
- § 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

- § 11.10 Payments to the Architect
- § 11.10.1 Initial Payments
- § 11.10.1.1 An initial payment of ZERO (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.
- § 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ZERO (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid THIRTY (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of monthly or annual interest agreed upon.)

12 % PER ANNUM

- § 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- § 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

.1 This Project is eligible for Federal 179D commercial buildings energy efficiency tax deduction which enables the Architect to claim a tax deduction for designing qualifying systems in the Project. Any eligible tax deductions are the sole property of the Architect. The submittals, inspections, and verification required to collect these credits are the sole responsibility of the Architect. The Owner agrees to assist the Architect by providing authorizing signatures and access for on-site surveys.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

- § 13.2 This Agreement is comprised of the following documents identified below:
 - .1 AIA Document B101TM–2017, Standard Form Agreement Between Owner and Architect
 - .2 AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

- [] AIA Document E204TM–2017, Sustainable Projects Exhibit, dated as indicated below: (Insert the date of the E204-2017 incorporated into this agreement.)
- [] Other Exhibits incorporated into this Agreement:

 (Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)
- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

DSGW's current Certificate of Insurance, attached.

 This Agreement entered into as of the day and year first v	vritten above.
	DocuSigned by:
AUDUM (G.	Erik C. Wedge
OWNER (Signature)	ARCHITECTIF(Signature)
Ben Redden, Acting Mayor, City Council President, Ward Two	Erik C. Wedge, AIA, LEED AP, Principal, Architect
(Printed name and title)	(Printed name, title, and license number, if required)
	i
(Signature)	
Patricia Nordean, City Clerk	
(Printed name and title)	

Additions and Deletions Report for

AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:25:37 ET on 11/16/2022.

PAGE 1

AGREEMENT made as of the <u>THIRTY-FIRST (31st)</u> day of <u>OCTOBER</u> in the year <u>TWO THOUSAND</u> <u>TWENTY-TWO (2022)</u>

(Name, legal status, address and other information)

City of Two Harbors

522 1st Avenue

Two Harbors, MN 55616

(218) 834-8803 phone

Contact: Joel Dhein, City Administrator

jdhein@twoharborsmn.gov

Ben Redden, Acting Mayor, City Council President, Ward Two

councilorredden@twoharborsmn.gov

Patricia Nordean, City Clerk

pnordean@twoharborsmn.gov

(218) 834-8806 phone

(Name, legal status, address and other information)

Damberg Scott Gerzina Wagner Architects, Inc. (dba: DSGW Architects, Inc.)

417 2nd Street South

P. O. Box 1065

Virginia, MN 55792

(218) 727-2626 phone

Contact: Erik C. Wedge, AIA, LEED AP, Principal

ewedge@dsgw.com

Two Harbors Municipal Liquor Store

Two Harbors, Minnesota

PAGE 2

- .1 Work with Liquor Store Committee to:
 - a. Develop and finalize space needs
 - b. Plan store product layout
 - c. Develop a final design for the municipal liquor store
 - d. Prepare detailed plans and specifications

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User Notes:

1

- e. Manage the bidding process and contract award
- f. Provide construction inspection services

.1 New construction of an 8,000 to 10,000 square foot off-sale municipal liquor store on a site adjacent to Minnesota Trunk Highway 61. The project will include site planning for parking, utilities, storm water and signage.

PAGE 3

To be determined.

Schematic Design - October 2022

Design Development - October - December 2022

Construction Documents - January - March 2023

Bidding - March - May 2023

Spring 2023

Spring 2024

To be determined.

To be determined.

N/A

Joel Dhein, City Administrator City of Two Harbors 522 1st Avenue Two Harbors, MN 55616 (218) 834-8803 phone jdhein@twoharborsmn.gov PAGE 4

N/A

To be determined.

Bolton Menk 3507 High Point Drive North

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User Notes:

Oakdale, MN 55128 (651) 704-9970 ext. 2916 Contact: Joseph R. Rhein, PE, Principal Engiener Joseph.rhein@bolton-menk.com

To be determined.

Erik C. Wedge, AIA, LEED AP, Principal
Damberg Scott Gerzina Wagner Architects, Inc. (dba: DSGW Architects, Inc.)
417 2nd Street South
P. O. Box 1065
Virginia, MN 55792
(218) 727-2626 phone
ewedge@dsgw.com

Northland Consulting Engineers L.L.P.
102 South 21st Avenue West, Suite 1
Duluth, MN 55806
(218) 727-5995 phone
Contact: Jon E. Aamodt, PE, Principal Partner
jon@nce-duluth.com

.2 <u>Mechanical Mechanical/Electrical</u> Engineer:

CMTA
525 South Lake Avenue, Suite 222
Duluth, MN 55802
(701) 551-5723 phone
Contact: David Vig, PE, CEM, Mechanical Engineer
David.vig@cmta.com
3 Electrical Engineer:(218) 722-3060 phone
Contact: Scott Haedtke, Senior Electrical Project Manager
Scott.haedtke@cmta.com

PAGE 5

N/A

N/A PAGE 6

- § 2.5.1 Commercial General Liability with policy limits of not less than ONE MILLION DOLLARS (\$ 1,000,000.00) for each occurrence and ONE MILLION DOLLARS (\$ 1,000,000.00) in the aggregate for bodily injury and property damage.
- § 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ONE MILLION DOLLARS (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

- § 2.5.5 Employers' Liability with policy limits not less than FIVE HUNDRED THOUSAND (\$ 500,000.00) each accident, FIVE HUNDRED THOUSAND (\$ 500,000.00) each employee, and FIVE HUNDRED THOUSAND (\$ 500,000.00) policy limit.
- § 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than FIVE MILLION DOLLARS (\$ 5,000,000.00) per claim and FIVE MILLION DOLLARS (\$ 5,000,000.00) in the aggregate.
- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. THIS ITEM INTENTIONALLY DELETED. PAGE 12

§ 4.1.1.1	Programming	<u>Architect</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3	Measured drawings	Not Provided
§ 4.1.1.4	Existing facilities surveys	Not Provided
§ 4.1.1.5	Site evaluation and planning	Not Provided
	Building Information Model management responsibilities	Not Provided
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering	<u>Owner</u>
§ 4.1.1.9	Landscape design	Not Provided
§ 4.1.1.10	Architectural interior design	Not Provided
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13	On-site project representation	Not Provided
§ 4.1.1.14	Conformed documents for construction	Not Provided
§ 4.1.1.15	As-designed record drawings	<u>Architect</u>
§ 4.1.1.16	As-constructed record drawings	Not Provided
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21	Telecommunications/data design	Not Provided
	Security evaluation and planning	Not Provided
_	Commissioning	Not Provided
	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Not Provided

§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided
···	
§ 4.1.1.1 Programming: Included in Basic Services.	
§ 4.1.1.2 Multiple preliminary designs: Included in Basic Services.	ces.
§ 4.1.1.15 As-designed record drawings: Included in Basic Ser	
PAGE 13	
6.4440.0' '1''	
§ 4.1.1.8 Civil engineering PAGE 14	
PAGE 14	
.1 (<u>) reviews ONE (1) review of each Shop I</u>	Drawing, Product Data item, sample and similar
submittals of the Contractor	, ,
.2 (—) <u>BI-WEEKLY</u> visits to the site by the Arch	
	portion of the Work to determine whether such portion
	nce with the requirements of the Contract Documents portion of the Work to determine final completion.
.4 () mapections OIVE (1) mapection for any	portion of the work to determine that completion.
m	
§ 4.2.5 If the services covered by this Agreement have not been the date of this Agreement, through no fault of the Architect, exshall be compensated as Additional Services. PAGE 18	
[37] Additional and Gardin O.2 of this Assessment	
[X] Arbitration pursuant to Section 8.3 of this Agree	ment
TAGE 10	
<u>N/A</u>	
N/A	
PAGE 20	
.1 Stipulated Sum	
——————————————————————————————————————	
-2—Percentage Basis	
PAGE 21	
SIX POINT FIVE PERCENT (6.5) % of the (Owner's budget for the Cost of the Work, as calculated
in accordance with Section 11.6.	
-3 Other	
(Describe the method of compensation)	
m .	

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User Notes:

Hourly as per the rates listed in item 11.7 below with prior approval of the Owner and Architect.

Hourly as per the rates listed in item 11.7 below with prior approval of the Owner and Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus <u>FIFTEEN</u> percent (%), or as follows: 15.0 %).

Schematic Design Phase Design Development Phase	<u>FIFTEEN</u> TWENTY	percent (15 20	%) %)
Construction Documents Phase	FORTY	percent (<u>40</u>	%)
Procurement Phase Construction Phase	<u>FIVE</u> <u>TWENTY</u>	percent (<u>5</u> <u>20</u>	%) %)

Managing Principal Architect	\$195/hour
Principal Architect	\$165/hour
Senior Architect	<u>\$145/hour</u>
Architect	\$130/hour
Design Professional	\$120/hour
Intern Design Professional	\$100/hour
Senior Project Manager	\$125/hour
Project Manager	\$110/hour
Specifications Manager	\$125/hour
Design Technician	\$120/hour
Principal Interior Designer	\$165/hour
Senior Interior Designer	<u>\$130/hour</u>
Interior Designer	<u>\$110/hour</u>
Senior Project Coordinator/Technician	<u>\$ 90/hour</u>
Project Coordinator	\$ 80/hour
Administrative Support	\$ 70/hour

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus <u>FIFTEEN</u> percent (<u>15.0</u>%) of the expenses incurred.

N/A

- § 11.10.1.1 An initial payment of <u>ZERO</u> (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.
- § 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ZERO (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

 PAGE 23
- § 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid <a href="https://doi.org/10.2016/j.jps.10.2016/j.ps.10.2016/j.jps.10.2016/j.jps.10.2016/j.jps.10.2016/j.ps.10.2016/j

30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
•••
12 % PER ANNUM
····
.1 This Project is eligible for Federal 179D commercial buildings energy efficiency tax deduction which enables the Architect to claim a tax deduction for designing qualifying systems in the Project. Any eligible tax deductions are the sole property of the Architect. The submittals, inspections, and verification required to collect these credits are the sole responsibility of the Architect. The Owner agrees to assist the Architect by providing authorizing signatures and access for on-site surveys.
signatures and access for on-site surveys.

<u>N/A</u> PAGE 24
• DSGW's current Certificate of Insurance, attached.
···
Ben Redden, Acting Mayor, City Council President, Ward Two Erik C. Wedge, AIA, LEED AP, Principal, Architect
, m
(Signature) Patricia Nordean, City Clerk (Printed name and title)

Certification of Document's Authenticity

AIA® Document D401™ - 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:25:37 ET on 11/16/2022 under Order No. 2114275532 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101TM - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

DocuSigned by:			
(Signed)A717ADB4EC			
			E
Senior Project Coordinator (Title)			
(1mo)			
11/16/2022 13:12:48 CST	 .	* .* . (8)	
(Dated)			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/16/2022

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

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

certificate holder in lieu of such endorsement(s).			
PRODUCER Marsh & McLennan Agency LLC 332 W. Superior St., Suite 700	-	CONTACT Ared Zezel FAX FAX Alc, No, Ext): 218-312-1071 FAX (A/C, No, Ext): 218-312-1071 FAX CA/C, No, Ext): 218-312-1071 FAX CA/C, No : E-MAIL ADDRESS: Jared.Zezel@MarshMMA.com	
Duluth MN 55802		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Cincinnati Casualty Co.	28665
INSURED	DAMBESCOTT	INSURER B: Capitol Specialty Insurance Corporation	10328
Damberg Scott Gerzina Wagner Architects, Inc. DSGW Architects, Inc. 2 W. 1st Street, Suite 201 Duluth MN 55802		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1005283507

REVISION NUMBER:

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

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY FAID CLAIMO.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			ECP0445382	7/1/2022	7/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000	
			1				MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT LOC	• •				. •	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	OTHER: AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS AUTOS X HIRED AUTOS X AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS AUTOS			EBA0445382	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
А	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 0			ECP0445382	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EWC0445400	7/1/2022	7/1/2023	PER OTH- E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000	
В	Professional Liability			AE20221021	7/1/2022	7/1/2023	Per Claim \$5,000,000 Per Aggregate \$5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Two Harbors Municipal Liquor Store

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Two Harbors 522 1st Avenue	
Two Harbors MN 55616	AUTHORIZED REPRESENTATIVE

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printiples F. James

DocuSign

Certificate Of Completion

Envelope Id: 055F0EC922DE4DEAB0486CEE5A9C5382

Subject: Complete with DocuSign: 22130 B101 Owner Contract - Two Harbors Liquor Store

Source Envelope:

Document Pages: 33

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 2

Initials: 0

Envelope Originator: Jessica Lautigar

jlautigar@dsgw.com

Status: Sent

IP Address: 199.21.242.26

Record Tracking

Status: Original

11/16/2022 1:08:13 PM

Holder: Jessica Lautigar jlautigar@dsgw.com Location: DocuSign

Signer Events

Jessica J. Lautigar jlautigar@dsgw.com

Senior Project Coordinator

Security Level: Email, Account Authentication

(None)

Signature

DocuSigned by: Juria Dantzer 8E7CAA717ADB4EC..

Signature Adoption: Uploaded Signature Image

Using IP Address: 199.21.242.26

Timestamp

Sent: 11/16/2022 1:11:56 PM

Sent: 11/16/2022 1:12:50 PM

Resent: 11/17/2022 9:36:02 AM

Viewed: 11/17/2022 9:51:13 AM

Signed: 11/17/2022 9:51:55 AM

Sent: 11/17/2022 9:52:00 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Erik C, Wedge

ewedge@dsgw.com

Security Level: Email, Account Authentication

(None)

DocuSianed by: Erik C. Wedge 21885CFAD4F414

Signature Adoption: Pre-selected Style

Using IP Address: 199.21.242.26

Viewed: 11/16/2022 1:12:41 PM Signed: 11/16/2022 1:12:48 PM

Electronic Record and Signature Disclosure:

Accepted: 11/17/2022 9:51:13 AM ID: f937a0b3-4661-4732-a3b8-933dd50916a5

Ben Redden, Acting Mayor, City Council President,

Ward Two

councilorredden@twoharborsmn.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Patricia Nordean, City Clerk

pnordean@twoharborsmn.gov

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Carbon Copy Events

Joel Dhein, City Administrator jdhein@twoharborsmn.gov Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure: Not Offered via DocuSign Status

Status

COPIED

Timestamp

Timestamp

Sent: 11/17/2022 9:51:57 AM Viewed: 11/18/2022 10:31:41 AM

Witness Events

Notary Events

Signature

Signature

Envelope Summary Events

Envelope Sent

Status
Hashed/Encrypted

Payment Events

Status

Electronic Record and Signature Disclosure

Timestamp

Timestamp

Timestamps

11/16/2022 1:11:56 PM

Timestamps

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Damberg Scott Gerzina Wagner Architects, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kdoherty@dsgw.com

To advise Damberg Scott Gerzina Wagner Architects, Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kdoherty@dsgw.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Damberg Scott Gerzina Wagner Architects, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kdoherty@dsgw.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Damberg Scott Gerzina Wagner Architects, Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kdoherty@dsgw.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Damberg Scott Gerzina Wagner Architects, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Damberg Scott Gerzina Wagner Architects, Inc. during the course of your relationship with Damberg Scott Gerzina Wagner Architects, Inc..



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:			
P. Nordean					
Agenda Item Subject:	Fiscal Impact:				
Public Hearing on CIP					
BACKGROUND:					
It is desirable to conduct a public hea	iring on the proposed CIP f	or the purpose of receiving			
public input for the proposed plan.					
COUNCIL ACTION REQUESTED:	11 - 11 - 11 - 11 - 11 - 11 - 11 - 11				
Schedule a public hearing for 6 PM or	n Monday, December 12, 2	022 for the purpose of			
receiving public input on the propose					
RECOMMENDATION:					
Schedule the hearing.					
50,1044155					
ATTACHNENTS		· · · · · · · · · · · · · · · · · · ·			
ATTACHMENTS:	•				

RESOLUTION NO. XXX

RESOLUTION ADOPTING ASSESSMENT ROLL FOR THE 2021-2022 STREET IMPROVEMENT PROJECT

WHEREAS, the City of Two Harbors ("City") has constructed the 2021-2022 Street Improvement Project, including improvements to 4th Avenue from 7th Street to its West end, 5th Avenue from 7th Street to its West end, and 8th Street from 4th Avenue to 7th Avenue in the City of Two Harbors ("Project") and located in the City of Two Harbors, Lake County, Minnesota; and

WHEREAS, a copy of the proposed Assessment Roll for the Project is attached hereto; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Two Harbors, Minnesota as follows:

FINDINGS OF FACT

- 1. The methodology followed by the City in determining the amount to be assessed against the affected properties was and is fair, equitable and reasonable and in accordance with the applicable law.
- 2. The amount assessed against the affected properties is in accordance with the applicable law and was and is based upon benefits received by the various properties and the amount assessed against any particular parcel of property does not exceed the benefits received by such parcel of property. On the basis of the foregoing Findings of Fact, which are hereby adopted, the City Council of the City of Two Harbors is hereby resolved as follows:
 - 1. The final assessment roll attached hereto as <u>Exhibit A</u> is hereby adopted and shall constitute the special assessment against each piece and parcel of property named therein.
 - 2. Such assessment shall be payable as follows:
 - 2.1. The assessments listed on the assessment roll attached hereto as Exhibit A shall be payable in equal annual installments, including principal and interest, extending over a period of fifteen (15) years, with interest at the rate of 2.15% per annum, from and after December 31, 2022 in an amount annually required to pay the principal over such period at such interest rate. The first of such installments is to be paid with the general taxes for the year 2022, collectible with such taxes during the year 2023.
 - 2.2. The owner of any property so assessed may, at any time, prior to December 31, 2022 pay the whole of the assessment against such property without interest to the Finance Director, and thereafter at any time prior to November 15th of any year, prepay to the Finance Director the whole of the

principal amount of the assessment remaining due, provided that no such prepayment shall be accepted without payment of (i) all installments, including interest and principal due to and including December 31st of the year of prepayment, and (ii) the original principal amount reduced only by the amount of principal included in such installments computed on an annual amortization basis. Partial prepayments of assessments have not been authorized by ordinance of the City of Two Harbors.

- 3. The City Clerk shall file the assessment roll pertaining to this assessment in her office and shall certify in its entirety to the Lake County Auditor on or before December 31, 2022 the total amount due.
- 4. The City Clerk shall mail a notice of the adoption of the assessment roll to the owners of each piece and parcel of property affected by this assessment. Such notice shall be in substantially the form of the one attached as $\underline{\text{Exhibit B}}$

ADOPTED, this 28th day of November A.D., 2022.

Benjamin Redden		•
President, City Council	*	

ATTEST:

Patricia D. Nordean City Clerk

APPROVED, by the Mayor of the City of Two Harbors this 28th day of November A.D., 2022.

Benjamin Redden Acting Mayor

EXHIBIT A

FINAL ASSESSMENT ROLL

2021-2022 STREET IMPROVEMENT PROJECT

FINAL ASSESSIMENT ROLL GITY OF TWO HARBORS, MINNESOTA November, 2022

Parcel Number ¹	Property Address	Owner	Category	Street	Sidewalk	Sanitary Service	Water Service	TOTAL	Notes
23-7600-01070	822 4TH AVE	GANGESTAD MELVIN EUGENE & DONNA	N/A	\$ 12,939.21	\$ 722.28	\$ 5,416.36		\$ 19,077.84	19,077.84 Two sewer services
23-7600-01073		GANGESTAD MELVIN EUGENE & DONNA	N/A.	- \$		- ; \$	and the second second	٠ •	
23-7600-01075		VOCE CATHERINE D	N/A	- \$	- \$	\$		\$	
23-7600-01080		CITY OF TWO HARBORS	Extra Large	\$ 7,753.87 \$	\$ 622.75	- \$		\$ 8,376.61	
23-7660-13010	319 8TH ST	STATE OF MIN IN TRST FOR TAXING DIST	Extra Large \$	\$ 50.228,6 \$	\$ 789.93	\$ 2,921.88		\$ 13,533.86	
23-7660-13030	810 4TH AVE	HENZE JOHN C	Small	\$ 3,714.52 \$	\$ 296.22	\$ 3,349.28		\$ 7,360.02	
23-7660-13035	812 4TH AVE	TRUMP NATHAN 3	Average	\$ 4,936.03	\$ 394.96	\$ 3,349.28		\$ 8,680.26	
23-7650-13040	816 4TH AVE	TRUMP NATHAN 3	N/A	•		\$		5	
23-7650-14010	325 7TH ST	WILLIAMS SUSAN K	Small	\$ 3,714.52	\$ 296.22	\$ 2,993.11		\$ 7,003.85	
23-7660-14015	319 7TH ST	WILLIAMS SUSAN K	Small			\$ 2,900.65		\$ 2,900.65	
23-7660-14020		WILLIAMS SUSAN K	A/A		- \$	\$		\$	
23-7650-14021		WILLIAMS SUSAN K	A/A		- \$	- \$	The second secon	\$	
23-7660-14025	708 4TH AVE	NOSIE ERIC D	Small	\$ 3,714.52	\$ 296.22	\$ 3,064.35		\$ 7,075.08	
23-7660-14030	710 4TH AVE	MCQUADE VALERIE J	Small	\$ 3,714.52 \$	\$ 296.22	\$ 2,850.65		\$ 6,861.39	
23-7650-14035	712 4TH AVE	WANGEN DAVID A & MARILYN J	Small	\$ 3,714.52 \$	\$ 296.22	\$ 2,318.06		\$ 6,328,80	
23-7660-14040	718 4TH AVE	GILBERT JOSEPH W & MARIA R	Large	\$ 6,157.53	\$ 493.70	\$ 2,850.65		\$ 9,501.88	-
23-7660-14055	720 4TH AVE	HEDIN LINDA C	Small	\$ 3,714.52 \$	\$ 296.22	\$ 2,993.11		\$ 7,003.85	34
23-7660-14060	724 4TH AVE	BURGER FLORIAN R ET UX	Small	\$ 3,714.52	\$ 296.22	\$ 2,921.88		\$ 6,932.62	
23-7660-14065		ARROWHEAD REGION PROPERTY MGMT LLC	N/A	. \$	- \$	- \$		\$	
23-7660-14070	1726 4TH AVE	ARROWHEAD REGION PROPERTY MGMT LLC	Small	\$ 3,714.52 \$	\$ 296.22	\$ 2,993,11		\$ 7,003.85	.2
23-7650-14075	728 4TH AVE	LUHRSEN CALVIN	Small	\$ 3,714.52 \$	\$ 296.22	\$ 2,993.11		\$ 7,003.85	-2
23-7650-14080	730 4TH AVE	SAARI FORREST V	Average	\$ 4,936.03 \$	\$ 394.95	5 2,993,11		\$ 8,324.10	
23-7660-21120	421 7TH ST	INDEPENDENT SCHOOL DISTRICT NO 381	N/A	\$ 7,601.67	\$ 423.18	\$ 15,083.10		\$ 23,107,95	23,107,95 Two sewer services
הלדבר הממד פר	3012 4711 8425	CALLITACED THOUSE D	Superior	4 5036 03 6	20.400 2	prosec A		2000.0	

2021-2022 STREET IMPROVEMENT PROJECT

FINAL ASSESSMENT ROLL

CITY OF TWO HARBORS, MINNESOTA November, 2022

Property Address

Parcel Number¹

813 4TH AVE

Notes

7,360.02 7,360.02 8,680.26 8,680.26 9,858.04 8,509.03 8,395.33 7,075.08 7,146.32 8,395.33 8,466.56 8,466.56 9,858.04 9,467.93 11,374.12 7,146.32 8,147.68 TOTAL Water Service 2,816.69 3,349.28 3,349.28 3,349.28 2,816.69 3,349.28 3,064.35 3,064.35 3,064.35 3,135.58 3,135.58 3,135,58 2,816.69 3,206.81 3,135.58 3,349.28 Sanitary Service 493,70 \$
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4,936.03 \$
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7,601.67 \$ 3,714,52 \$ 4,936.03 3,714.52 3,714.52 4,936.03 4,936.03 4,936.03 6,157.53 4,936.03 4,036.03 3,714.52 6,157.53 Street Average Small Small Average Average Average Average Average Average Large Category Large N/A N/A N/A Largo Small Small Small N/A N/A KOEHLER THOMAS V+MCGILLIGAN MARY HORGAN TIMOTHY A VOCE CATHERINE D
INDEPENDENT SCHOOL DISTRICT NO 381
NELSON TREVOR & CASSANDRA
MYRDAL NEAL R & LAURIE M LAKSO FREDERICK R
INELSON TREVOR & CASSANDRA
LAKSO REYNOLD I. & CARMEN M
CARLSON HAROLD ET AL
VANDENBEG OSCAR J. & SARAH E
GRANT CHERVI. R
HEDIN KINNETH RAYMOND
MANHELD EARL R ET UK
CARLSON CASEY A HARVEY MICHAEL K JR & TORI A CARLON CHRISTINE CARLON CHRISTINE HARVEY MICHAEL K JR & TORI # SWANSON CALLE N SARFF ZACHARY A & JUOITH A SMITH AMY J Owner LUNDQUIST ROY V ANDERSON MARCIA L

809 4TH AVE
407 8TH AVE
802 5TH AVE
806 5TH AVE
812 5TH AVE
812 5TH AVE
813 5TH AVE
814 5TH AVE
815 5TH AVE
815 5TH AVE
815 5TH AVE
817 5TH ST
525 5TH ST

23-7660-22130
23-7660-22140
23-7660-22150
23-7661-23010
23-7661-23020
23-7661-23020
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23-7661-31030

8,147.68 8,680.26

716 6TH AVE 718 6TH AVE 722 6TH AVE 726 6TH AVE

23-7661-31035 23-7661-31040 23-7661-31050 23-7661-31060 23-7661-31070

708 6TH AVE 710 6TH AVE

2021-2022 STREET IMPROVEMENT PROJECT

FINAL ASSESSIMENT ROLL GIT OF TWO HARBORS, MINNESOTA November, 2022

Parcel Number ¹	Property Address	Owner	Category	Street	Sidewalk	Sanitary Service	Water Service	TOTAL	Notes
23-7661-31080	730 GTH AVE	LEHTO FRANCIS PAUL DESLEY &	Average	\$ 4,936.03	\$ 394.96	\$ 3,349.28		\$ 8,680.26	
23-7661-31090		KUNKER DANIEL J+ STAUDACHER CAROL	Small	\$ 3,714.52 \$		\$ 2,565.72		\$ 6,576.45	
23-7661-31095		KLINKER DANIEL J. &. CAROL J.	Small	\$ 1,149.36 \$	\$ 296.22	\$ 2,708.18		\$ 4,153.76	4;153.76 North-South street benefit.
23-7661-31100		INDEPENDENT SCHOOL DISTRICT NO 381	N/A	\$ 1,151.29 \$	\$ 61.71	. \$		\$ 1,213.00	
23-7661-31110		INDEPENDENT SCHOOL DISTRICT NO 381	N/A	\$ 1,151.29 \$	\$ 61.71			\$ 1,213.00	
23-7651-31120		PETERSON ALLEN J & JODI R	N/A	\$ 1,151.29 \$	\$ 61.71	- 5		\$ 1,213,00	
3-7661-31130		PETERSON ALLEN J & JODI R	N/A	\$ 1,151,29 \$	\$ 61.71	. 5		\$ 1,213.00	
23-7661-31140		PETERSON ALLEN J & JODI R	N/A	\$ 1,151,29 \$	\$ 61.71	- \$		\$ 1,213.00	
23-7661-31150		PETERSON ALLEM J & JODI R	N/A	\$ 600.64 \$	\$ 30.86	-		\$ 631.50	
23-7661-31160	501 7TH ST	PETERSON ALLEN J & JODI R	N/A	\$ 600.64 \$	\$ 30.86	\$ 2,565,72		\$ 3,197,21	
23-7661-31162	1515 7TH ST	HRABAN AMANDA J	N/A	\$ \$	\$. \$		\$	
23-7651-32010	802 6TH AVE	BARRETT-TWIEST CECILIA	Average	\$ 4,936.03 \$	\$ 394.96	\$ 2,494.48		\$ 7,825.47	
23-7661-32020	806 6TH AVE	ANDERSON SUSAN	Large	\$ 6,157.53 \$	\$ 493,70	\$ 2,494.48		\$ 9,145.71	
3-7661-32035		RBI GROUP LLC	N/A	\$ 159.03	\$ 6.11	. \$		\$ 165.14	
23-7661-32040		RBI GROUP LLC	N/A	\$ 347.35 \$	\$ 16.65	- \$		\$ 364.01	
3-7661-32050		RBI GROUP LLC	N/A	\$ 380.39 \$	\$ 18.51	. \$		\$ 398.90	
23-7661-32080	818 6TH AVE	RBI GROUP LLC	N/A	\$ 1,263.97	\$ 68.03	\$ 1,886.01		\$ 3,218.00	
23-7661-32100	825 STH AVE	PRUSE JESSE B	Average	\$ 4,936.03 \$	\$ 394.95	\$ 2,603.00		\$ 7,933.98	
23-7661-32110	823 STH AVE	ESCHENBACHER DARBIE Z	Average	\$ 4,936.03 \$	\$ 394,96	\$ 3,135.58		\$ 8,466,56	
23-7661-32120	819 STH AVE	WHITEMAN ANDREW & ALYSSA	Small	\$ 3,714.52 \$	\$ 296.22	\$ 2,603.00		\$ 6,613,74	
23-7661-32125	817 STH AVE	PANETTI JULIE	Small	\$ 3,714.52	\$ 296.22	\$ 3,206.81		\$ 7,217.55	
23-7661-32130	811 STH AVE	INDAHL TODD E	Large	\$ 6,157.53	\$ 493.70	\$ 3,135.58		\$ 9,786.81	
23-7661-32140	811 STH AVE	UNDAHL TODD E	N/A	- \$. \$				
שארכה בשמר פר	SONG CTU AND	ASTROPHIC PERMI	Const	1 12 114 5 7	200,23	2 125 52		7 146 37	

2021-2022 STREET IMPROVEMENT PROJECT

FINAL ASSESSMENT ROLL CITY OF TWO HARBORS, MINNESOTA November, 2022

Parcel Number ¹	Property Address	Owner	Category	Street	Sidewalk ²	Sanitary Service	Water Service	TOTAL	Notes
23-7661-32150	807 STH AVE	TRANAH HELEN TRUST U/A/D 4-19-04	Average	\$ 4,936.03	\$ 394.95	\$ 3,135.58		\$ 8,466.56	
23-7661-32160	801 STH AVE	PETERS ALAN G & JULIE S	Åverage	\$ 4,936.03	\$ 394.95	\$ 3,135.58		\$ 8,466.56	
3-7661-33015	802 7TH AVE	HIS INC	Average	\$ 1,198.48 \$	\$ 64.36			\$ 1,262,84	
23-7661-33040	835 GTH AVE	HEDIN TIMOTHY J	Large	\$ 2,333.73	\$ 184.60	\$ 4,417.77		\$ 6,936,10	
23-7661-33050	829 6TH AVE	TRANAH HOLDINGS LLC	Average	\$ 4,936.03 \$	394.95	\$ 2,921.88		\$ 8,252.87	
23-7661-33060	825 6TH AVE	HALVORSON CAROL A REVOCABLE TRUST	Average	\$ 4,936.03 \$	\$ 394,96	\$ 2,389.30		\$ 7,720.28	
23-7661-33070	821 6TH AVE	HARRINGTON RENA M	Average	\$ 4,936.03 \$	\$ 394,96 \$	\$ 3,064.35		\$ 8,395,33	
23-7661-33080	819 6TH AVE	KRISKE HILL MARK & BARBARA	Average	\$ 4,936.03 \$	\$ 394,96	\$ 3,135.58		\$ 8,466.56	
23-7661-33090	813 6TH AVE	CALBREATH CARL B	Average	\$ 4,936.03 \$	\$ 394.96 \$	\$ 3,206.81		\$ 8,537.80	
23-7661-33100	809 6TH AVE	ALMSTEDT PETER	Average	\$ 4,936.03 \$	\$ 394,96	\$ 3,206.81		\$ 8,537.80	
23-7661-33110	807 6TH AVE	HAVLICK IAN SLADE	Average	\$ 4,936.03 \$	\$ 394,96 \$	\$ 2,565.72		\$ 7,896.70	
23-7661-33120	801 6TH AVE	VEDDER DIXIE J	Average	\$ 4,936.03 \$	\$ 394.96	\$ 3,420.51		\$ 8,751.50	
23-7661-34032	732 7TH AVE	KITCHI GAMMI LLC	Small	\$ 624.24	\$ 32.18	-		\$ 656.42	
23-7661-34040	729 6TH AVE	ROBERTSON DANIEL J & TIROSHAH	Average	\$ 4,936.03 \$	\$ 394.96	\$ 3,420.51		\$ 8,751.50	
23-7651-34050	727 6TH AVE	BATHKE JOHN J	Average	\$ 4,936.03 \$	\$ 214.96 \$	\$ 3,349.28		\$ 8,500.26.	
23-7661-34060	721 6TH AVE	EDLUND ERIC M & LYNNE M	Average	\$ 4,936.03	\$ 169.96	\$ 3,420.51		\$ 8,526,50	
23-7661-34070	717 6TH AVE	NELSON MICHAEL L& HEIDI J	Average	\$ 4,936.03 \$	\$ 147.45	\$ 3,349.28		\$ 8,432.76	
23-7661-34080	713 6TH AVE	SOLEY WILLIAM T	Average	\$ 4,936.03	\$ 394,96	\$ 3,349.28	100	\$ 8,680.26	
23-7561-34090	711 6TH AVE	WEAVER CARYL G	Average	\$ 4,936.03	\$ 394,96	\$ 2,816.69		\$ 8,147,68	
23-7561-34100	707 6TH AVE	FLANIGAN-KESSLER SHELBY L	Average	\$ 4,936.03 \$	\$ 394,96	\$ 3,562,98		\$ 8,893.96	
23-7661-34110		YIKES LLC	N/A	\$ 1,151,29 \$	17.13	75.099,5		\$ 5,203.37	
		Totals	STATE STATE OF	\$ 332.915.45	S 75.170.27 S	\$ 223.055.88	- 5	\$ 581.141.60	

Votes	
**	Highlighted property indicates where assessment is adjusted based on anticipated maximum benefit,
2	Reflects credit for properties 23-7661-34050, 34060, and 34070 that had sidewalks previously replaced in 2018.
m	Assessments paid in full by December 31, 2022 will be reduced by \$50 due to avoidance of a Lake County Administrative Fee for processing multi-year assessments.

EXHIBIT B

NOTICE OF FINAL ASSESSMENT

TO	Two Harbors, Minnesota, 2022
TO:	
This is to notify you that the final assessment Improvement Project was adopted by the City Cour 28, 2022. The final assessment is on file for inspection	
As a result of the adoption of the assessment owned/occupied/leased by you which has such assess at the rate of 2.15% per annum with real estate taxes the years 2023-2037, inclusive. Such assessment may is received by the City prior to December 31, 2022 a any time prior to November 15 th of any year if s including interest and principal due to and including (ii) the original principal amount reduced only by installments computed on an annual amortization bas not been authorized by ordinance of the City of Two	essment will be payable, together with interest for the years 2022-2036, inclusive, payable in y be prepaid in full without interest, if payment nd thereafter the assessment may be prepaid at uch prepayment includes (i) all installments, December 31 st of the year of prepayment and y the amount of principal included in such is. Partial prepayments of the assessment have
	CITY OF TWO HARBORS
	Ву



AGENDA ITEM COVER SHEET

Originating Staff:	Department:	Date:
P. Nordean	Administration	11/28/22
Agenda Item Subject:	Fiscal Impact:	
Re-Appointments to Boards and		
Commissions		
	*	
BACKGROUND:		
Several members of boards and comi	missions have terms that have exp	oired. The positions
have all been advertised as required	and there have not been enough	applicants to fill
positions for those individuals who ha	ave already served three terms. T	hose individuals who
have not yet served three terms are a	also included in this group of rene	wals.
Dan Murphy – Airport Commission		
Kathy Glenn – Edna G. Commission		
Bob Norlen – HRA		
Dan Jones – Recreation Board		
Sandy Cable – Recreation Board		
Mick Nelson – Recreation Board		
Helen Hartley – Public Arts & Beautif	ication	
Kathy Glenn – Public Arts & Beautific	ation	
		4
COUNCIL ACTION REQUESTED:		
Approve the reappointments		e .
RECOMMENDATION:		
Approve the reappointments.		
• • • • • • • • • • • • • • • • • • • •		
ATTACHMENTS:		

TWO HARBORS CITY COUNCIL

SPECIAL MEETING AGENDA

November 28, 2022

6:30 P.M. Call to order special meeting of the City Council of the City of Two Harbors. (or as soon thereafter as possible)

Roll call:

The purpose of the special meeting is to act as the City of Two Harbors Waterfront Committee to discuss and determine what action, if any, may be necessary, with regard to waterfront property at this time.

Appearances:

- 1. Joel Dhein, Interim City Administrator Update on waterfront property.
- 2. Justin Otsea, City Planner
 Update on Brownfields Cooperative.
 - 3. Jeff Anderson, The Costin Group Update on legislative discussions.

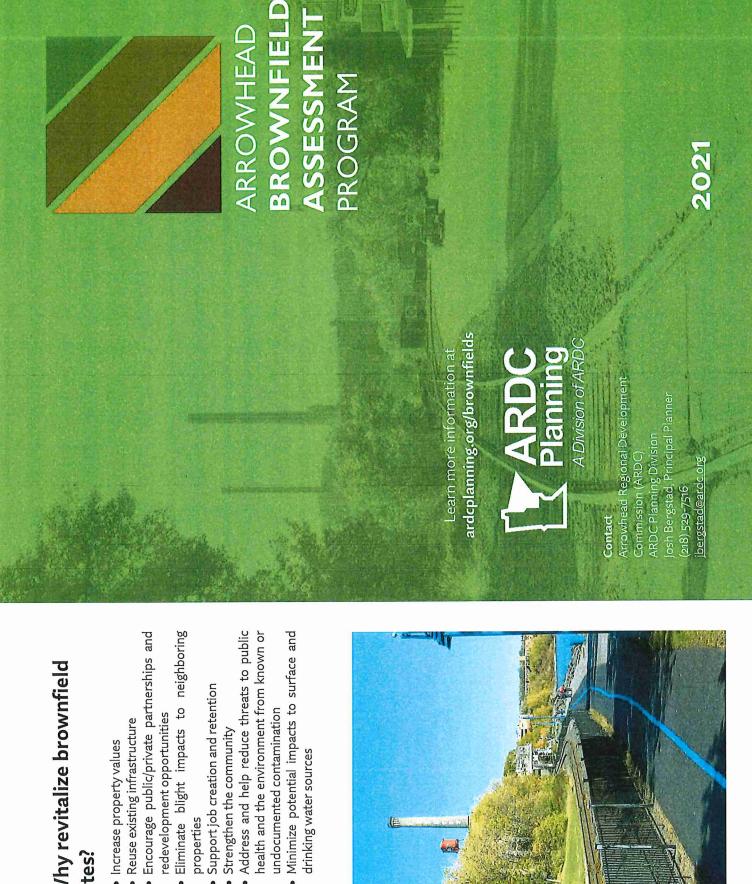
Administrative Reports:

<u>Adjourn:</u>

Why revitalize brownfield sites?

- Increase property values
- properties

- Address and help reduce threats to public health and the environment from known or undocumented contamination
- Minimize potential impacts to surface and drinking water sources



Spec. 11/28/22

What is a brownfield?

The U.S. EPA defines a brownfield as "real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a nazardous substance, pollutant, or contaminant."

Most industrial sites and commercial sites will meet the definition of a brownfield if they are abandoned, vacant, or even just underutilized.

Did you know?

- Approximately 30% of sites assessed by previous U.S. EPA brownfield grant recipients were found to be clean enough that no environmental cleanup was needed prior to redevelopment
 - On average, 80% of brownfields sites will not be redeveloped without some type of initial public assistance, i.e., either pro-actively addressing the sites, or fleshing out environmental concerns and potential costs associated with
- Brownfield redevelopment is one of the most important sustainable land use practices, saving developers and local taxpayers' significant infrastructure costs through reuse, versus greenfield (sprawl) development
- SBA & HUD studies suggest that, on average, 1 job will be created for every \$13,000 - \$17,000 in public investment in brownfield redevelopment
- Various studies suggest that \$8 \$17 of private investment can be leveraged for each \$1 of public investment in brownfield assessment or cleanup



Available Funding

\$600,000 in EPA Brownfield Coalition Assessment Grant funding was awarded to ARDC in 2020. These funds can:

- Develop a Brownfield inventory
- Evaluate eligible sites impacted by petroleum or hazardous substances
 - Conduct Environmental Site Assessments (Phase I or II ESAs)
- Conduct site investigations, remedial action, and reuse planning
 - Asbestos and lead-based paint surveys

In addition, funding assistance may be available from cities, the State of Minnesota, the U.S. EPA, or other federal agencies to assist with cleanup and development of sites assessed using EPA funds. Contact us today to see if your property qualifies for brownfield redevelopment funding.

Frequently Asked Questions (FAQs)

Who pays for this work? For eligible priority sites, 100% of the costs can be covered for approved activities.

Will an environmental site assessment (ESA) affect the value of my property? No.

How can this assistance enhance the value of my property? ESAs allow property owners to quantify the amount of contamination on a property (if any). For properties with little to no contamination, this knowledge may increase marketability. For sites with significant contamination, property owners can realize increased value through cleanup, tax incentives, and received liabilities.

Will an ESA trigger a requirement that I take action? The program is voluntary. In certain cases, Phase II results may trigger reporting requirements to agencies. If a Phase II is recommended and you provide approval for the work, Stantec will discuss the pros and cons associated with potential outcomes.

Will I have control over the work done? Yes, you will have the right to stop participation in the program at various phases of the assessment process.

What's the catch? There is NO CATCH! ESAs and/or related activities can be conducted using grant funds at no cost to the property owner. Participation is voluntary and no grant match is required!