



City Council

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| Mayor: | Ryan Voss |
| Precinct 1 Councilor: | Sue Olson |
| Precinct 2 Councilor: | John Schrupp |
| Precinct 3 Councilor: | Paul Lemke |
| Precinct 4 Councilor: | Cory Neid |
| At Large Councilor: | Allen Robeck |

GLENCOE CITY COUNCIL MEETING AGENDA

JUNE 20, 2022 – 7:00pm

City Center Ballroom

1. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

2. CONSENT AGENDA

- A. Approve minutes of the regular meeting of June 6, 2022

3. PUBLIC COMMENT (agenda items only)

4. PUBLIC HEARINGS

- A. Set Public Hearing for July 18, 2022, at 7:00 PM or thereafter, for Second Reading of Streets and Sidewalks Ordinance 613 Amendment for MS4 - City Attorney Ostlund
- B. Set Public Hearing for July 18, 2022, at 7:00 PM or thereafter, for Second Reading of Land Use Control Ordinance 614 Amendment for MS4 – City Attorney Ostlund
- C. Set Public Hearing for July 18, 2022, at 7:00 PM or thereafter, for the Second Reading of the General Regulations Ordinance 615 Amendment for MS4 – City Attorney Ostlund

5. BIDS AND QUOTES

- A. 2022 Sealcoat and Crackseal Quotes – PW Director Voigt

6. REQUESTS TO BE HEARD

- A. Awning Grant Request for Nine Sparrows Boutique at 1106 Hennepin Avenue North – Planning Commission and EDC Recommendation
- B. Cancel July 5, 2022 City Council Meeting
- C. 2022 Master Partnership Agreement with MNDOT – City Attorney
- D. Application request of Evon Draeger to be a member of the Cemetery Commission

7. ITEMS FOR DISCUSSION

- A. Glencoe Recycling Center – County Workshop Recommendation – Recommendation for the City of Glencoe to make the land lease payment of \$500 per year – City Administrator
- B. Comprehensive Plan Timeline – City Administrator
- C. Replacement of the Waterline under the proposed roundabout on Morningside Avenue and Highway 212 – Public Works Director Mark Lemen
- D. Midco Land Lease at 2208 14th Street East – City Attorney
- E. Occupancy Inspections – City Administrator

8. ROUTINE BUSINESS

- A. Project Updates
- B. Economic Development
- C. Public Input
- D. Reports
- E. City Bills

9. ADJOURNMENT

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Separate Agenda Items**



GLENCOE CITY COUNCIL MEETING MINUTES
June 6, 2022 – 7:00pm

Attendees: Ryan Voss, Sue Olson, Allen Robeck, Cory Neid, Paul Lemke, John Schrupp

City Staff: City Administrator Mark Larson, Finance Director Todd Trippel, Public Works Director Mark Lemen, Assistant City Administrator Jon Jerabek, Public Works Director Jamie Voigt, Police Chief Tony Padilla, City Attorney Mark Ostlund

1. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Voss called the City Council meeting to order at 7:00pm with all members present.

2. CONSENT AGENDA

A. Approve minutes of the regular meeting of May 16, 2022

B. Approve the following licenses: Coborn's Retail Fireworks

Motion: Neid seconded by Lemke to approve the consent agenda. All in favor, motion carried.

3. PUBLIC COMMENT (agenda items only) - none

4. PUBLIC HEARINGS - none

5. BIDS AND QUOTES

A. Approve Change Order # 1 for the 2022 Pavement Management Project to include Paving the Oak Leaf Park Trail from Hennepin Avenue to the Baseball Field – Brody Bratsch, SEH

Motion: Lemke, seconded by Olson to approve Change Order # 1 for the 2022 Pavement Management Project. Vote 4 – 1 with Robeck against, motion carried.

B. Replacement of the Jetter – Public Works Director Lemen

Motion: Olson, seconded by Schrupp to approve the purchase of the Aquatech. All in favor, motion carried.

6. REQUESTS TO BE HEARD

A. Presentation of the 16th Street Feasibility Study – Brody Bratsch, SEH

Brody Bratsch of SEH gave a presentation on the 16th Street Feasibility Study. No action was taken.

B. Resolution 2022-16 – Authorizing Mayor and City Administrator to Execute the Master Partnership Agreement with MNDOT – John Rodeberg, SEH

Motion: Neid, seconded by Robeck to table until they receive the previous agreement. All in favor, motion carried.

C. Special Events Application and Approval – Assistant City Administrator Jerabek
Recommendation is to have Special Events Applications go through the City Council for approval as well as Police Chief Padilla and Public Works Director Jamie Voigt. Also requesting that Officer Fee on the fee schedule would be changed from \$50 per hour to \$100 per hour.

Motion: Neid, seconded by Robeck to increase the rate of an officer from \$50 to \$100 and make the changes to the Special Events Applications. All in favor, motion carried.

Motion: Robeck, seconded by Schrupp to approve the BMX and River Church of Hutchinson events. All in favor, motion carried.

7. ITEMS FOR DISCUSSION

- A. Comprehensive Plan Status Update – County Board Meeting – Assistant City Administrator Jerabek
City of Glencoe presenting Comp Plan to the County Board on June 7, 2022.
- B. City Council Workshop – June 14, 2022 at 3:30 PM – Audit Presentation, McLeod
County/Glencoe Jurisdictional Revisions
City Auditor will be there to review the 2021 Audit.
- C. 2023 Budget Update – City Administrator Larson
Budget workshop at the July meeting.
- D. Election Judges Needed
Looking for election judges for the 2022 elections. Contact City Hall to sign up.

8. ROUTINE BUSINESS

- A. Project Updates
- B. Economic Development
O'Reilly is planning on breaking ground next week.
- C. Public Input
- D. Reports
- E. City Bills

Motion: Schrupp, seconded by Neid to approve the City bills. All in favor, motion carried.

9. ADJOURNMENT

Motion: Schrupp, seconded by Neid to adjourn at 7:58pm. All in favor, motion carried.

Ryan Voss, Mayor

Date

Mark D. Larson, City Administrator

Date

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Separate Agenda Items**



City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: June 17, 2022

Re: Item 4A – 4C Public Hearings

Item 4A – 4C – It is recommended to set the Public Hearings for Ordinance Amendments 613-615 for July 18, 2022 at 7:00 PM or thereafter. The Second Reading of those ordinances will be recommended at that time.

ORDINANCE 613

AN ORDINANCE REGULATING STREETS AND SIDEWALKS.

The City Council of Glencoe, Minnesota ordains:

Section 1: Section 316.046.02 of Chapter 3 of the Glencoe Municipal Code is hereby amended as follows:

- d. Construction Activity. Activities subject to NPDES Construction Permits. Such activities include but are not limited to clearing and grubbing, grading, excavating, and demolition.
- e. Deicer. Any substance used to melt snow and ice or used for its anti-icing effects.
- f. Hazardous Materials. Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
- g. Illegal Discharge. Any direct or indirect non-storm water discharge to the storm drain system, except as exempted in Section 316.046.08 of this ordinance.
- h. Illicit Connections. An illicit connection is defined as either of the following:
 - i. Any drain or conveyance, whether on the surface or subsurface that allows an illegal discharge to enter the storm drain system including but not limited to any conveyances that allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or,
 - ii. Any drain or conveyance connected from a commercial or industrial land use to the storm drain system that has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.
- j. Industrial Activity. Activities subject to NPDES Industrial Storm Water Permits.
- k. Municipal Separate Storm Sewer System (MS4). The system of conveyances (including sidewalks, roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the City of Glencoe and designed or used for collecting or conveying storm water, and that is not used for collecting or conveying sewage.
- l. National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit. means a permit issued by EPA (or by a State under authority delegated pursuant to 33 USC § 1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.
- m. Non-Storm Water Discharge. Any discharge to the storm drain system that is not composed entirely of storm water.
- n. Person. Any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

- o. Pollutant. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; deicers, pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.
- p. Premises. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.
- q. Storm Drainage System. Publicly-owned facilities by which storm water is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.
- r. Storm Water. Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.
- s. Storm Water Management Plan. A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Storm Water, Storm Water Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.
- t. Wastewater. Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

Section 2: Section 316.046 of Chapter 3 of the Glencoe Municipal Code is hereby amended as follows:

Section 316.046.09: Deicer Storage Requirements. Property owners of commercial, institutional, and non-NPDES permitted industrial facilities must employ best management practices to minimize the discharge of polluted runoff from salt and deicer storage and application as follows:

- a. Designated salt and deicer storage areas must be covered or indoors;
- b. Designated salt and deicer storage areas must be located on an impervious surface; and
- c. Implementation of Best Management Practices (BMPs) to reduce exposure when transferring material in designated deicer storage areas (e.g., sweeping, diversions, and/or containment).

Section 316.046.10: Watercourse Protection. Every person owning property through which a watercourse passes and/or contains a stormwater inlet or catch basin, or such person's lessee, shall keep and maintain that part of the watercourse and/or stormwater inlet or catch basin within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

Section 316.046.11: Industrial or Construction Activity Discharges. Submission of Notice of Coverage/Authorization to the City of Glencoe.

- d. Any person subject to an industrial or construction activity NPDES storm water discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a

form acceptable to the City of Glencoe prior to the allowing of discharges to the MS4.

- e. The operator of a facility, including construction sites, required to have an NPDES permit to discharge storm water associated with industrial or construction activity shall submit a copy of the coverage notification or notification of permit authorization to the City of Glencoe.
- f. The copy of the coverage notification or notification of permit authorization may be delivered to the City of Glencoe either in person or by mailing it to:
City of Glencoe
Attn: City Administrator
1107 11th Street East, Suite 107
Glencoe, MN 55336
- g. A person commits an offense if the person operates a facility that is discharging storm water associated with industrial or construction activity without having submitted a copy of the coverage notification or notification of permit authorization to do so to the City of Glencoe.

Section 316.046.12: Compliance Monitoring.

- a. Right of Entry: Inspection and Sampling. The City of Glencoe shall be permitted to enter and inspect facilities subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance.
 - i. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the City of Glencoe.
 - ii. Facility operators shall allow the City of Glencoe ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
 - iii. The City of Glencoe shall have the right to set up on any permitted facility such devices as are necessary in the opinion of the City of Glencoe to conduct monitoring and/or sampling of the facility's storm water discharge.
 - iv. The City of Glencoe has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger. Sampling and monitoring activities and equipment, including installation, maintenance, and removal shall be at the discharger's own expense. All devices used to measure storm water flow and quality shall be calibrated to ensure their accuracy.
 - v. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City of Glencoe and shall not be replaced. The costs of clearing such access shall be borne by the operator.
 - vi. Unreasonable delays in allowing the City of Glencoe access to a permitted facility is a violation of a storm water discharge permit and of this ordinance. A person who is the operator of a facility with an NPDES permit to discharge storm water associated with industrial or construction activity commits an offense if the person denies the City of Glencoe reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this ordinance.
- b. Search Warrants. If the City of Glencoe has been refused access to any part of the premises from which storm water is discharged, and he/she is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection

and sampling program designed to verify compliance with this ordinance or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the City of Glencoe may seek issuance of a search warrant from any court of competent jurisdiction.

Section 316.046.13: Requirement to Prevent, Control and Reduce Storm Water Pollutants by the Use of Best Management Practices. The owner or operator of any activity, operation, or facility which may cause or contribute to pollution or contamination of storm water, the storm drain system, or waters of the United States shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of structural and non-structural Best Management Practices. Further, any person responsible for a property or premise that is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the MS4. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of storm water associated with industrial or construction activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of a Storm Water Management Plan (SWMP) as necessary for compliance with requirements of the NPDES permit.

Section 316.046.14: Notification of Spills. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or waters of the United States, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release, at their own expense. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the City of Glencoe in person or by phone or email no later than the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City of Glencoe within two (2) business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

Failure to provide notification of a release as provided above is a violation of this ordinance.

Section 316.046.15: Violations, Enforcement, and Penalties.

- a. Violations. It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this ordinance. Any person who has violated or continues to violate the provisions of this ordinance, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law.

In the event the violation constitutes an immediate danger to public health or public safety, the City of Glencoe is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property. The City of Glencoe is authorized to seek costs of the abatement as outlined in Section 316.046.21.

- b. Warning Notice. When the City of Glencoe finds that any person has violated, or continues to violate, any provision of this ordinance, or any order issued hereunder, the City of Glencoe may serve upon that person a written Warning Notice, specifying the particular violation believed to have occurred and requesting the discharger to immediately investigate the matter and to seek a resolution whereby any offending discharge will cease. Investigation and/or resolution of the matter in response to the Warning Notice in no way relieves the alleged violator of liability for any violations occurring before or after receipt of the Warning Notice. Nothing in this subsection shall limit the authority of the City of Glencoe to take any action, including emergency action or any other enforcement action, without first issuing a Warning Notice.

- c. Notice of Violation. Whenever the City of Glencoe finds that a person has violated a prohibition or failed to meet a requirement of this ordinance, the City of Glencoe may order compliance by written notice of violation to the responsible person. The Notice of Violation shall contain:
- i. The name and address of the alleged violator;
 - ii. The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;
 - iii. A statement specifying the nature of the violation;
 - iv. A description of the remedial measures necessary to restore compliance with this ordinance and a time schedule for the completion of such remedial action;
 - v. A statement of the penalty or penalties that shall or may be assessed against the person to whom the notice of violation is directed;
 - vi. A statement that the determination of violation may be appealed to the City of Glencoe by filing a written notice of appeal within 30 days of service of notice of violation; and
 - vii. A statement specifying that, should the violator fail to restore compliance within the established time schedule, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator. Such notice may require without limitation, at their own expense:
 - viii. The performance of monitoring, analyses, and reporting;
 - ix. The elimination of illicit connections or discharges;
 - x. That violating discharges, practices, or operations shall cease and desist;
 - xi. The abatement or remediation of storm water pollution or contamination hazards and the restoration of any affected property;
 - xii. Payment of a fine to cover administrative and remediation costs; and
 - xiii. The implementation of source control or treatment MPs.

Section 316.046.16 Costs. In addition to the other penalties provided herein, the City may recover engineering fees, court costs, court reporter's fees, attorney fees, and other expenses of litigation or enforcement by an appropriate action against the person or entity found to have violated this ordinance or the orders, rules, regulations, and permits issued hereunder.

Section 316.046.17: Suspension of MS4 Access.

- a. Emergency Cease and Desist Orders. When the City of Glencoe finds that any person has violated, or continues to violate, any provision of this ordinance, or any order issued hereunder, or that the person's past violations are likely to recur, and that the person's violation(s) has (have) caused or contributed to an actual or threatened discharge to the MS4 or waters of the United States which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment, the City of Glencoe may issue an order to the violator directing it immediately to cease and desist all such violations and directing the violator to:

- i. Immediately comply with all ordinance requirements; and
 - ii. Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and/or terminating the discharge. Any person notified of an emergency order directed to it under this Subsection shall immediately comply and stop or eliminate its endangering discharge. In the event of a discharger's failure to immediately comply voluntarily with the emergency order, the City of Glencoe may take such steps as deemed necessary to prevent or minimize harm to the MS4 or waters of the United States, and/or endangerment to persons or to the environment, including immediate termination of a facility's water supply, sewer connection, or other municipal utility services. The City of Glencoe may allow the person to recommence its discharge when it has demonstrated to the satisfaction of the City of Glencoe that the period of endangerment has passed, unless further termination proceedings are initiated against the discharger under this ordinance. A person that is responsible, in whole or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful discharge and the measures taken to prevent any future occurrence, to the City of Glencoe within five (5) days of receipt of the emergency order. Issuance of an emergency cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the violator.
- b. Suspension due to Illicit Discharges in Emergency Situations. The City of Glencoe may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the City of Glencoe may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.
- c. Suspension due to the Detection of Illicit Discharge. Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The City of Glencoe will notify a violator of the proposed termination of its MS4 access. The violator may petition the City of Glencoe for a reconsideration and hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the City of Glencoe.

Section 316.046.18: Civil Penalties. In the event the alleged violator fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violations described therein within ten (10) days, or such greater period as the City of Glencoe shall deem appropriate, after the City of Glencoe has taken one or more of the actions described above, the City of Glencoe may impose a penalty not to exceed \$ 1,000.00 (depending on the severity of the violation) for each day the violation remains un-remedied after receipt of the notice of violation.

Section 316.046.19: Criminal Penalties. Any person violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not more than \$ 1,000.00 or by imprisonment for not to exceed ninety (90) days or both.

Section 316.046.20: Appeal of Notice of Violation: Any person receiving a Notice of Violation may appeal the determination of the City of Glencoe. The notice of appeal must be received within thirty (30) days from the date of the Notice of Violation, except in the instance where a Cease and Desist Order is issued as described in Section 316.046.16, then the notice of appeal must be received within ten (10) days from the date of the Cease and Desist Order. Hearing on the appeal before the appropriate authority or his/her designee shall take place within thirty (30) days from the date of receipt of the notice of appeal. The decision of the municipal authority or their designee shall be final.

Section 316.046.21: Enforcement Measures After Appeal. If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within ten (10) days of the decision

of the municipal authority upholding the decision of the City of Glencoe, then representatives of the City of Glencoe shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

Section 316.046.22: Cost of Abatement of the Violation. Within forty-five (45) days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within thirty (30) days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this article shall become liable to the City of Glencoe by reason of such violation. The liability shall be paid in not more than twelve (12) equal payments. Interest at the rate of eight (8) percent per annum shall be assessed on the balance beginning on the first day following discovery of the violation.

Section 316.046.23: Violations Deemed a Public Nuisance. In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

Section 316.046.24: Remedies Not Exclusive. The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the City of Glencoe to seek cumulative remedies.

Section 3: This ordinance becomes effective from and after its passage and publication.

Passed by the City Council of Glencoe, Minnesota this _____ day of _____, 2022.

Ryan Voss, Mayor

Attested:

Mark Larson, City Administrator

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Separate Agenda Items**

ORDINANCE 614

AN ORDINANCE REGULATING LAND USE CONTROL.

The City Council of Glencoe, Minnesota ordains:

Section 1: Section 529.002 of Chapter 5 of the Glencoe Municipal Code is hereby amended as follows:

- K. "MPCA Construction Stormwater Permit" means the most current Minnesota Pollution Control Agency (MPCA) General Permit to Discharge Stormwater Associated with Construction Activity Under the National Pollution Discharge Elimination System State Disposal System Program (NPDES/SDS).

Section 2: Section 529.005 of Chapter 5 of the Glencoe Municipal Code is hereby amended as follows:

- A. An application and applicable application fee for a grading permit shall be filed with the City of Glencoe on an approved form, with accompanying documents, and Stormwater Pollution Prevention Plan (SWPPP) meeting the requirements set forth in the City of Glencoe Stormwater Management Design Standards.

Section 3: Section 529.007 of Chapter 5 of the Glencoe Municipal Code is hereby amended as follows:

- B. The City of Glencoe or City representative may make inspections during the construction and land disturbance activity. Upon inspection the City of Glencoe shall notify the permittee wherein the work fails to comply with this ordinance or the site-specific Stormwater Pollution Prevention Plan as approved.
- C. The permitted or his/her agent shall make regular inspections of the property, construction activity, land disturbance activity in accordance with this ordinance and the site-specific Stormwater Pollution Prevention Plan as approved. All inspections shall be documented in written form and made available upon request to the City of Glencoe or City representative.

Section 4: This ordinance becomes effective from and after its passage and publication.

Passed by the City Council of Glencoe, Minnesota this _____ day of _____, 2022.

Ryan Voss, Mayor

Attested:

Mark Larson, City Administrator

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Separate Agenda Items**

ORDINANCE 615

AN ORDINANCE REGULATING GENERAL REGULATIONS.

The City Council of Glencoe, Minnesota ordains:

Section 1: Section 701, Subdivision 1 of Chapter 7 of the Glencoe Municipal Code is hereby amended as follows:

- A. *Animal* means every non-human species of animal, both domestic and wild.
- B. *Animal Control Officer* means any employee of the City of Glencoe who holds that employment position and job classification within the City of Glencoe. The Animal Control Officer shall be primarily responsible for responding to dog and cat related problems and the enforcement of ordinances and statutes.
- C. *At large* means a dog shall be at large when it is not under restraint as defined in this Ordinance.
- D. *Cat* means a domesticated feline both male or female, intact or neutered.
- E. *Cruelty* means every act, omission, or neglect which causes or permits unnecessary or unjustifiable pain, suffering, or death.
- F. *Dangerous Dog* means any dog that has:
 - (1) without provocation, inflicted substantial bodily harm on a human being on public or private property; or
 - (2) killed a domestic animal without provocation while off the owner's property; or
 - (3) been found to be potentially dangerous, and after the owner has been sent notice that the dog is potentially dangerous, the dog aggressively bites, attacks or endangers the safety of humans or other domestic animals.
- G. *Dog* means both male and female and includes any dog of the dog kind.
- H. *Other Animal Kept As a Pet* means an animal other than a dog or cat for which a rabies vaccine is licensed for the species by the United States Department of Agriculture. An animal that is deemed a prohibited wild animal pursuant to Division B of this Ordinance shall not be kept as a pet even though a rabies vaccine is licensed for the animal, and such an animal shall not be included in the definition of Other Animal Kept as a Pet.
- I. *Owner/Custodian* means any person, firm, corporation, organization or department possessing, keeping, harboring or maintaining a dog or cat within the City. A dog or cat shall be deemed to be harbored if it is fed or sheltered for three days or more.
- J. *Potentially dangerous dog* means any dog that:

when unprovoked, inflicts bites on a human or domestic animal on public or private property; or

when unprovoked, chases or approaches a person including a person on a bicycle, upon the streets, sidewalks or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or

has a known propensity, tendency, or disposition to attack without provocation, causing injury or otherwise threatening the safety of humans or other domestic animals.

- R. *Waste* means solid matter expelled from the bowels of the pet; excrement
- S. *Wild Animal* is every non-human species of the animal kingdom, including those born or raised in captivity except the following:
- (1) Domestic dogs (excluding hi-breds with wolves, coyotes or jackals)
 - (2) Domestic cats (excluding hi-breds with ocelots or margays) properly vaccinated against rabies pursuant to law;
 - (3) Farm animals, including bees, Vietnamese pot-bellied pigs, and pigeons, provided that no more than one Vietnamese pot-bellied pig and no more than five pigeons can be kept on any one lot or premises;
 - (4) Rodents, including hamsters, mice, gerbils, white rats, guinea pigs, hedgehogs, capable of being maintained continuously in cages;
 - (5) Rabbits;
 - (6) Captive-bred species of common cage birds;
 - (7) Small non-poisonous snakes;
 - (8) Chinchillas, non-poisonous lizards, and other similar small species capable to being maintain continuously in cages;
 - (9) Fish, unless prohibited by state or federal law.
 - (10) Neutered male or spayed female domestic ferrets.

Section 2: Section 701, Subdivision 2 of Chapter 7 of the Glencoe Municipal Code is hereby amended as follows:

- (A) Restraint. A custodian of any dog within the City shall keep the dog under restraint at all times.
- (B) Tag Required. All dogs and cats shall wear a collar and have an identification tag firmly affixed thereto indicating the dog's owner by name, address and phone number. It is unlawful for the owner of any dog or cat to fail to have the identification tag firmly attached to a collar worn at all times by the dog or cat.
- (C) License Issuance and License Fees Deleted by Ordinance 571

Section 2: Section 701, Subdivision 3 of Chapter 7 of the Glencoe Municipal Code is hereby amended as follows:

Subdivision 3. Disposal and Removal of Pet Waste.

- (A) Disposal of Feces and Possession of Material to Remove Feces. No owner or custodian of any animal shall cause or allow such animal to soil, defile or defecate on any public property or upon any street, sidewalk, public way, play area or common grounds, or upon private property other than that of the owner, unless such owner immediately removes and disposes of all feces deposited by such animal in a sanitary manner. A custodian of an animal shall keep in his or her possession at all times feces removal materials such as a plastic bag, paper towels, etc. to properly dispose of such feces in a sanitary manner. Violation of this provision shall be a petty misdemeanor.
- (B) Proper Disposal. Proper disposal of animal waste shall be limited to burial where lawfully permitted, flushing in the toilet, bagging for disposal in the owner or custodian's waste receptacle, and bagging for disposal in a waste receptacle in a public park or park area.
- (C) Prohibited Areas. Prohibited areas for animal waste disposal include storm drains and public compost.

The provisions of this section shall not apply to the ownership or use of any properly identified service animals, animals when used for police activities, or tracking animals when used by or with the permission of the appropriate authorities.

Section 3: Section 725.03 of Chapter 7 of the Glencoe Municipal Code is hereby amended as follows:

- 4. All human waste shall be disposed of only through the Glencoe wastewater treatment system by deposit into the sanitary sewer collection system. Pet waste shall be collected and disposed of as described in Section 701. No large animal manure (cows, horses, swine, etc.) shall be permitted to be deposited within the City of Glencoe and the owner of any animal which deposits large animal manure within the City shall be responsible for the immediate removal of the same to dispose of it outside of the City limits in a lawful manner.

Section 4: This ordinance becomes effective from and after its passage and publication.

Passed by the City Council of Glencoe, Minnesota this _____ day of _____, 2022.

Ryan Voss, Mayor

Attested:

Mark Larson, City Administrator

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City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: June 17, 2022

Re: Item 5A – Sealcoat and Crack seal Quotes

Item 5A – PW Director Voigt has received quotes for Seal Coat. See the attached Map.

| | |
|------------------|--------------|
| Pearson Brothers | |
| Hanover MN | \$156,845.00 |

| | |
|-----------------|--------------|
| Allied Blacktop | |
| Maple Grove MN | \$239,790.50 |

It is recommended to take the low quote of Pearson Brothers for \$156,845.00.

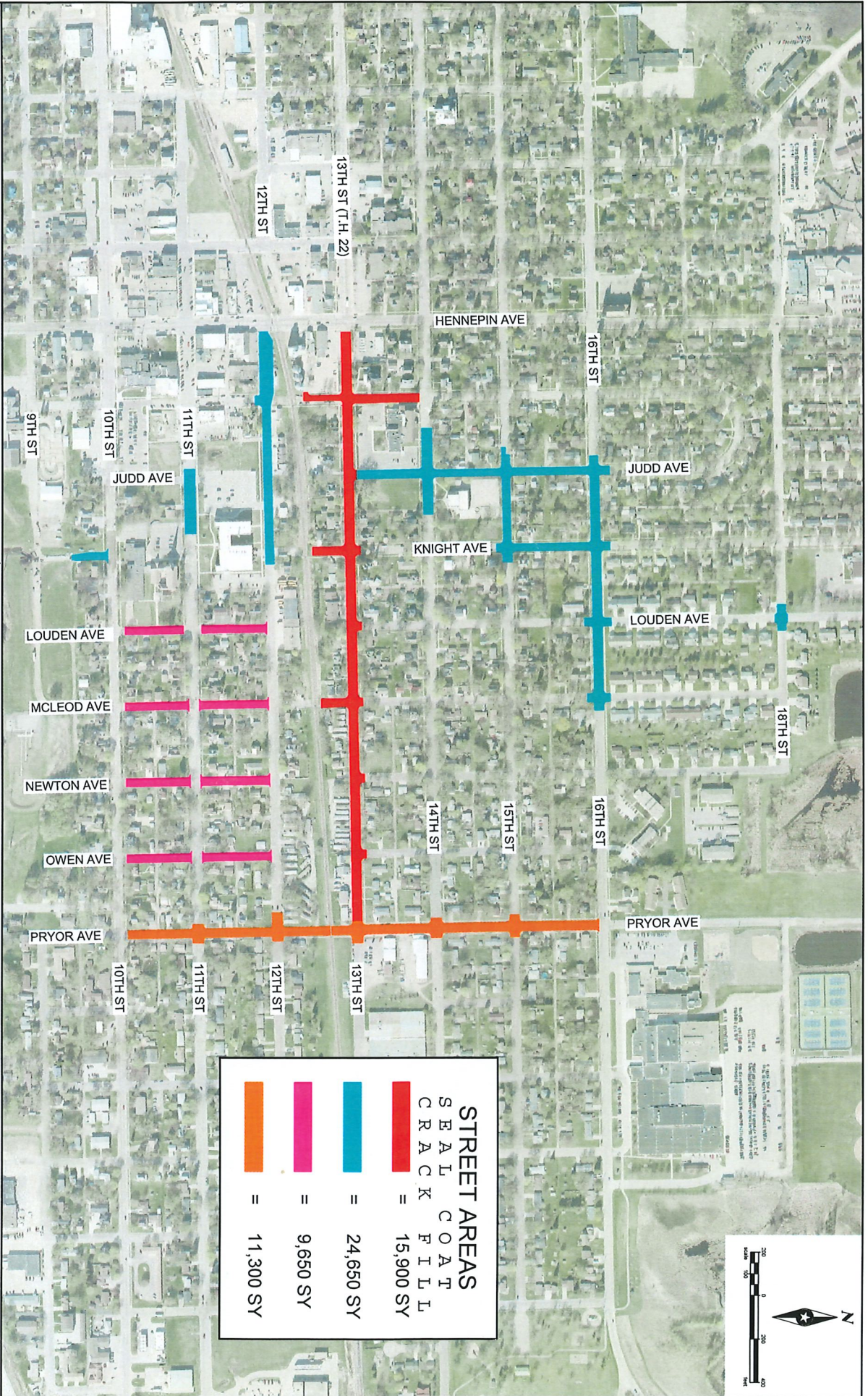
PW Director Voigt has received quotes for Crack Seal. See the Attached Map.

| | |
|------------------|--------------|
| Bargen Inc. | |
| Mountain Lake MN | \$103,292.00 |

| | |
|-------------------------|--------------|
| M/P Asphalt Maintenance | |
| Hanover, MN | \$ 25,500.00 |

It is recommended to approve the low quote of M/P Asphalt Maintenance for \$25,500.00. M/P has done our Crack Seal for the last 4 years.

| | | | | | | |
|------------------|--------|----------------|------|--------|----------------|------|
| SEH Project | Rev. # | Revision Issue | Date | Rev. # | Revision Issue | Date |
| Drawn By: BLB | | | | | | |
| Designed By: ALB | | | | | | |
| Checked By: | | | | | | |



| STREET AREAS SEAL COAT CRACK FILL | |
|---|-------------|
| | = 15,900 SY |
| | = 24,650 SY |
| | = 9,650 SY |
| | = 11,300 SY |

GLENCOE, MINNESOTA

2022 SEAL COAT PROJECT AREAS

| | | | | | | |
|------------------|--------|----------------|------|--------|----------------|------|
| SEH Project | Rev. # | Revision Issue | Date | Rev. # | Revision Issue | Date |
| Drawn By: BLB | | | | | | |
| Designed By: BLB | | | | | | |
| Checked By: ALB | | | | | | |

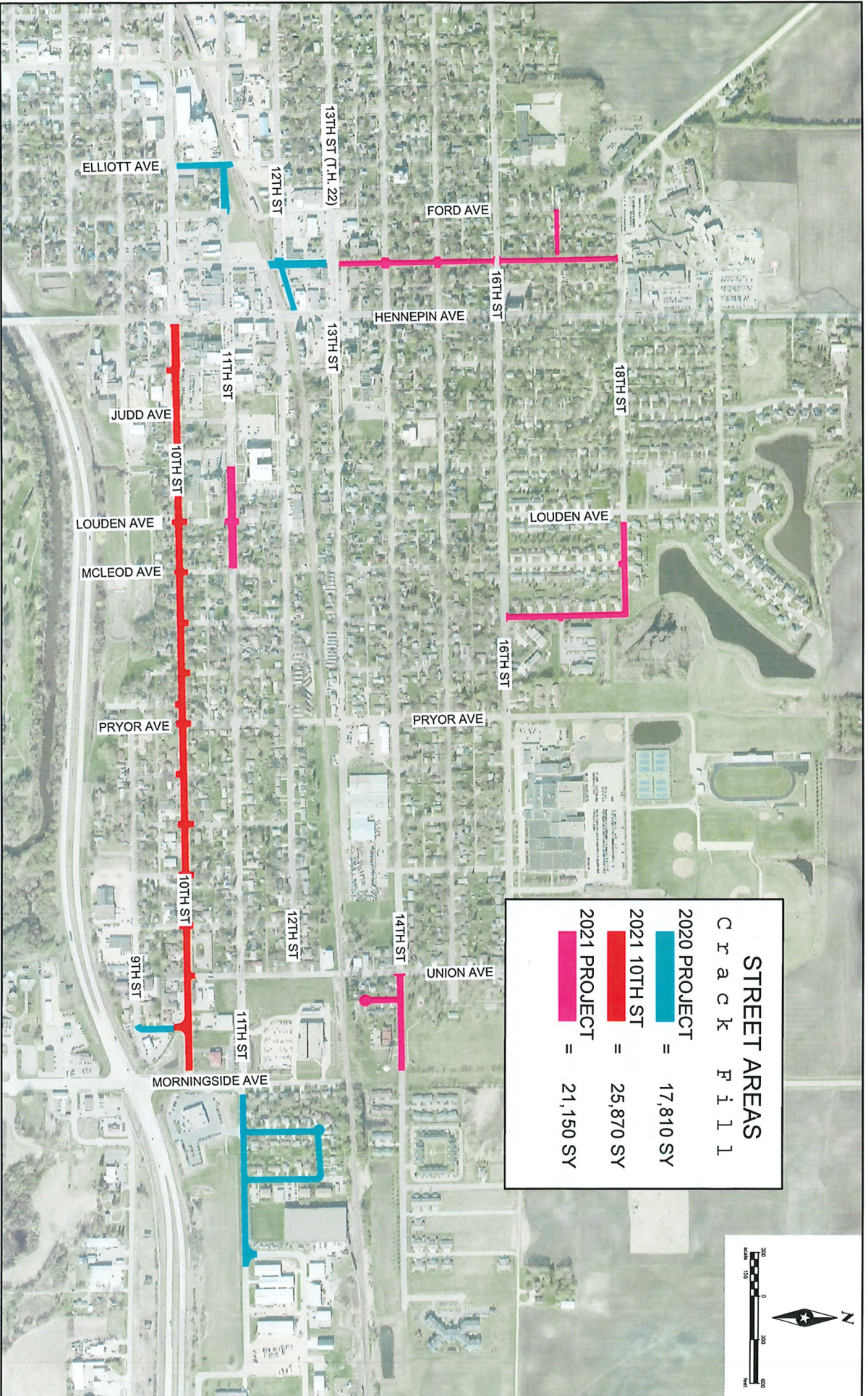


I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: _____ LICENSE NO.: _____

GLENCOE, MINNESOTA

2022 CRACK FILL PROJECT AREAS



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City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: June 17, 2022

Re: Item 6A – Awning Grant for Nine Sparrows

Item 6A – It is recommended to approve the attached awning Grant for Nine Sparrows Boutique (Old Gould Jewelry Building).

There are no more grant requests pending and this should complete all grant requests for 2022. Future grant requests will be told to wait until 2023.



City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586

To: Mayor and City Council

Date: June 13, 2022

From: Jon Jerabek, Assistant City Administrator

Re: Awning Grant Application

On 5.2.2022 the City Council approved amending the budget for awning/sign grants from \$5,000 to \$10,000 and to take additional applications on a case by case basis. At the 5.16.2022 meeting, the Council approved a total of \$4,679.96 for Home Solutions and the VFW.

Nine Sparrows Boutique applied for an Awning/Sign Grant to be used for a new awning. The EDC and Planning Commission have both recommended to award \$2,075. It is recommended that the City Council approve an award of \$2,075 to Nine Sparrows Boutique as part of the Awning/Sign Grant program by amending the budget an increase of \$1,755 to cover this grant. It is also recommended to close the application process for new awning/signs for 2022 and reopen in 2023. We currently have received no new applications.



SMALL CITY & BIG FUTURE

City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586

City of Glencoe Awning/Sign Grant Program Application

Name: *Nine Sparrows Boutique - owners Katie D'Amour / Mary Starr*
Address of Property: *1106 Hennepin Ave. N. Glencoe*
Phone Number: *952.212.2582 (Katie D'Amour)*

| Name of Contractor | Address | Phone Number | Bid Amount |
|----------------------|--------------------------------------|---------------------|---------------|
| 1. <i>Ed Janning</i> | <i>1260 10 St. N Sauk Rapids</i> | <i>320.255.0130</i> | <i>\$4150</i> |
| 2. | | | |
| 3. | | | |

Grant amounts are for up to 50% of the cost of the project with a maximum grant amount of \$2,500.00. Please attach a picture, drawing and/or dimensions of the awning project to this application.

City of Glencoe Awning/Sign Program Guidelines

- Awning/Sign grants will be for up to 50% of the awning project, not to exceed \$2,500.00.
- Awnings/signs must comply with the Uniform Building Code Section # 4506. Projects must also comply with any City Ordinances that are applicable to awnings/signs.
- Business/Property owner must complete an application and provide a picture, drawing and/or dimensions of the awning before approval of the project can be granted.
- To receive funding for the project, the awning/sign must be aesthetically pleasing and complement the building and other awnings around the building for awning projects.
- Awnings may not extend more than 4' from the building.
- Awnings/signs must be located within City limits.
- Applicants can only be awarded a grant once in every eight years.
- Grants will be available on a first come, first serve basis. Funding amounts for the Awning/Sign Program will vary each year depending upon what is available in the City budget.
- The Economic Development Committee and the Planning Commission will review all applications and make recommendations to the City Council. The Glencoe City Council will have final approval of all projects.

I verify that the information provided is correct and I will follow all the program guidelines.

Signature: *Katie D'Amour*

Date: *05.02.2021*

Mayor: Ryan Voss City Administrator: Mark D. Larson
Council Members: Allen Robeck – Paul Lemke – Cory Neid – John Schrupp – Susan Olson



PURCHASE AGREEMENT

G & J Awning and Canvas, Inc
1260 10th Street North | Sauk Rapids, MN 56379
Phone: 320-255-1733 | 800-467-1744
Fax: 320-255-0130 | www.gjawning.com

Project Name Nine Sparrows Boutique

Date 05/02/22

CUSTOMER EMAIL: marykatieince@gmail.com

| Billing Information | | | Site Information | | |
|---------------------|------------------------|-------|------------------|--------|-----|
| To | Mary Starr | | To | -same- | |
| Company | Nine Sparrows Boutique | | Company | | |
| Address | 1106 Hennepin Ave N | | Address | | |
| City | State | Zip | City | State | Zip |
| Glenco | MN | 55336 | | MN | |
| Phone | Fax | | Phone | Fax | |
| (763) 226-5310 | | | | | |

We hereby submit specifications and bid for (brief description, style, size, shape etc.)

Recover existing traditional awning with round top canopy section Approx size of 4' tall by 4' projection
Wash and re-use egg crate bottom panels, electrical disconnect by others if applicable. Cover is to be black
100% solution dyed acrylic canvas and graphics allowance of 14 sf of single layer graphics for canopy.
Usable graphic file to be provided by customer.
Complete with installation

| Frame Material | Finish and Color | Features (window, push poles etc.) |
|----------------|------------------|-------------------------------------|
| Use existing | Raw(Silver) | |

| Type of Post | Finish and Color | # of Posts | Type of Bottom | # Pcs or Yds | PO # |
|--------------|------------------|------------|----------------|--------------|------|
| ----- | ----- | | ----- | | |

| Fabric Type & Width | Color # and Name | Special Notes | # of Yards | PO # |
|---------------------|------------------|---------------|------------|------|
| ----- | 6008 Black | | | |
| ----- | | | | |

| Type of Vellance | Length | Scallop Style | Blinding Color | Fl. of C-Rail |
|---|---------------------|---------------|----------------|---------------|
| Loose <input checked="" type="checkbox"/> | 6-8" match existing | ----- | Black #503201 | |
| Solid <input type="checkbox"/> | | none | none | none |

| Graphics "Description" | Graphic Type | Color # and Name | # of Yards | PO # |
|--|---|------------------|------------|------|
| Usable graphic file to be provided by customer | <input checked="" type="checkbox"/> SGS GFX | | | |
| | <input type="checkbox"/> Painted GFX | | | |
| | <input type="checkbox"/> Eradicated GFX | | | |
| | <input type="checkbox"/> Adhesive GFX. | | | |
| | Digital GFX | | | |
| | Other | | | |

| Type of Light Fixtures | # of 8' | # of 6' | # of 4' | Other | We supply the fixtures and the bulbs. | PO # |
|------------------------|---------|---------|---------|-------|---------------------------------------|------|
| ----- | | | | | | |

Shaded area for office use only

ACCEPTANCE OF BID

| | |
|--|------------|
| BID: We hereby propose to furnish material and labor to complete the work outlined above for the sum of: | |
| Four thousand one hundred and fifty dollars | |
| dollars | |
| (\$ 4,150) Payment to be made as follows: 3% Processing Fee for Credit Card Payments (Visa, Mastercard & Discover) | |
| \$ 50% down With this contract | |
| \$ On or Before (date) | |
| \$ Remaining balance due N/30 upon completion On or Before (date) | |
| Items Not Included | |
| * All Electrical work must be done by a licensed electrician. (Examples... disconnection, reconnection, timers, photo cells etc.) | |
| * Permit Fees, Lift equipment fees, inspection fees, Engineering fees and/or other required documents are not included in this contract. | |
| * Special Local Taxes are not included | |
| G & J Awning and Canvas, Inc. | |
| Acceptance of bid and terms. (See Reverse for terms) | |
| Date | Signed |
| 5/2/2022 | Aaron Lang |
| Date | Signed |
| | Owner |

THIS CONTRACT IS VOID 30 DAYS FROM DATE UNLESS WHITE COPY IS SIGNED AND RETURNED TO G & J AWNING & CANVAS, INC.

G & J AWNING & CANVAS TAKES PHOTOGRAPHS OF COMPLETED PROJECTS FOR MARKETING AND ADVERTISING USE. BY SIGNING YOU ARE AUTHORIZING G & J AWNING TO USE PROJECT IMAGES FOR MARKETING AND ADVERTISING PURPOSES.

G & J AWNING & CANVAS COMPLIES WITH ALL WORKMAN'S COMPENSATION & PROPERTY DAMAGE LIABILITY INSURANCE LAWS



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City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: June 17, 2022

Re: Item 6B – Cancel July 5th City Council Meeting

Item 6B – Historically, the City Council has not held the first meeting of July due to the Independence Day Holiday. With no pending City Council decisions for that date, it is recommended to cancel the July 5, 2022 City Council meeting.

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Separate Agenda Items**



City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: June 17, 2022

Re: Item 6C – Master Partnership Agreement with MNDOT

Item 6C – Mark Ostlund will review the Master Partnership agreement with MNDOT.

I am not aware of a situation in the past where the City has had to use this agreement.

It is recommended to approve.

RESOLUTION 2022-016

A Resolution Authorizing the Mayor and City Administrator to enter into a Master Partnership with the Minnesota Department of Transportation

Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas, the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write "work orders" against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the City of Glencoe enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Glencoe City Council.
2. That the proper City of Glencoe officers are authorized to execute such contract, and any amendments thereto.
3. That the City of Glencoe City Administrator and Mayor may execute such work order contracts on behalf of the City of Glencoe without further approval by this Glencoe City Council.

Approved this 6th day of June, 2022.

Ryan Voss, Mayor

Attest:

Mark Larson, City Administrator

**STATE OF MINNESOTA
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the "State" and the Glencoe City, acting through its City Council, in this contract referred to as the "Other Party."

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a "road authority" as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Contract

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State's Authorized Representative.
 - 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
 - 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
 - 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work order contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of "Providing Party" and "Requesting Party".** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
 - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
 - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
 - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
 - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
 - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
 - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
 - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
 - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
 - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
 - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
 - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
 - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - d. All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

- 6.1. In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$100,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. Payment

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

- 7.4.2. **Payment by the Other Party.**

- a. The Other Party will make payment to the order of the Commissioner of Transportation.
- b. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**

- c. Remit payment to the address below:

MnDOT

Attn: Cash Accounting

RE: MnDOT Contract Number 1050079W[XX] and Invoice Number: 00000[#####]

(see note above)

Mail Stop 215

395 John Ireland Blvd

St. Paul, MN 55155

- 7.4.3. **Payment by the State.**

- a. Generally. The State will promptly pay the Other Party after the Other Party presents an Itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
- b. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

9. State's Authorized Representative and Project Manager

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

10. Other Party's Authorized Representative and Project Manager

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

14.2.1. Intellectual Property Rights. The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. Obligations with Respect to Intellectual Property.

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

15.4. **Minn. R. Parts 5000.3400-5000.3600.**

15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 Implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.

15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:

- a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

15.4.3. **Consequences.** The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. **Workers' Compensation**

- 16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

- 17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

- 18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

- 19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59.

- 20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

- 24.1. NONE

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OTHER PARTY

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Date: _____

Title: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Exhibit A – Table of Technical Services
Master Partnership Contract Program FY 2023-2027

Date: 3/28/2022

| Source Code | Title | Description |
|-------------|--|---|
| 1735 | Bituminous Plant Inspection | Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection. |
| 2830 | Bridge Bearing Assemblies | All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic |
| 2819 | Bridge Curb, Walk And Railing | Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control. |
| 2820 | Bridge Deck | Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control. |
| 2838 | Bridge Deck Crack Sealing | All tasks related to deck crack sealing. Includes related traffic control. |
| 2827 | Bridge Expansion, Relief Joints | All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control. |
| 2855 | Bridge Inspection Direct Support | Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance. All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824. |
| 2828 | Bridge Inspection-Federal Fund | All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys. |
| 2824 | Bridge Inspection-Non-Federal | |
| 1421 | Bridge Management System Operation/Administration/Data | Use for tasks related to the Bridge Management System, including operations, administration, or data entry. |
| 2847 | Bridge Poured/ Relief Joint Seal | All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance). All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control. |
| 2829 | Bridge Superstructure | Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control. |
| 2316 | Brush & Tree Removal | |
| 0032 | Business Unit Management | All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets. |
| 3000 | Class Of Frequency Coordination | Use for frequency coordination done with APCO, AASHTO or FCCA. |

| Source Code | Title | Description |
|-------------|--------------------------------------|--|
| 1733 | Concrete Plant Inspections | Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection. Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices). |
| 1734 | Construction Materials Inspections | |
| 1802 | Construction Surveying | Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying |
| 2106 | Crack Sealing | All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control. |
| 3023 | Elec Comm Eq Rep - Miles | |
| 0400 | Equipment Calibration-Mat Insp | Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects. All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project. Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met. |
| 1800 | Field Inspection | |
| 1040 | Final Design Surveys | All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM. |
| 0601 | Gen Training Preparation - Delivery | Use for time, materials, and travel expenses when developing or delivering training. Includes course preparation, designing materials, and managing training records. |
| 2210 | Guardrail-Install/Repair/Maintenance | Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. Includes related traffic control. |
| 2624 | Indirect Expense | Indirect shop expenses and shop equipment. Allocate to mobile equipment. All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaires. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews. |
| 1871 | Lighting Maintenance & Utilities | |

| Source Code | Title | Description |
|-------------|--|---|
| 1875 | Locate One Call | Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems. |
| 1732 | Material Testing & Inspection | Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing. |
| 2660 | Misc Revenue | Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others. |
| 2822 | Miscellaneous Bridge Maintenance | Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control. |
| 3049 | On Call Electronic Communications Infrastructure Maintenance | To be used by Statewide Radio Communications personnel to record on-call time. |
| 2142 | Overhead Sign Panel Maintenance | Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work. |
| 2102 | Patching | Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching |
| 1520 | Pavement Management System | For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT. |
| 2406 | Plowing & Material Application | Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control. |
| 3005 | Radio - Mobile Equipment | Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list. |
| 3027 | Radio Programming | Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009). |
| 3002 | Radio/Electronic Infrastructure | Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall; does not include Department of Natural Resources (DNR). See OSRC Project Code list. |
| 3007 | Radio/Electronic System Engineering | Use for design of microwave, radio and miscellaneous electronic systems. |
| 3009 | Radio/Electronic System Upgrade & Installation | Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation. |
| 1716 | Record Sampling | Used by Materials and Research Section and district materials staff to verify inspector's sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample. |

| Source Code | Title | Description |
|-------------|---|--|
| 2222 | Sign/Delineation/Marker Repair | Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control. |
| 1182 | Soils/Foundation Field/Laboratory Tests | All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests. |
| 1879 | State Furnished Materials | Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation. |
| 1738 | State Project - Specific Materials Inspection | Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices). |
| 1434 | Structural Metals Inspection-Non DOT | Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects. |
| 2629 | Supplies & Small Tools | Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit. |
| 0152 | Support Services | Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities. |
| 1312 | Tech Assist-Outside MnDOT | Use when providing technical assistance to an organization external to MnDOT. |
| 3025 | Tower/Building Maintenance | Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC. |
| 1876 | Traffic Counting | Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection. |
| 1501 | Traffic Management System (TMS) | Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with |

| Source Code | Title | Description |
|-------------|---|---|
| 1513 | Traffic Management System (TMS) Integration | For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation. |
| 1500 | Traffic Mgt System Maintenance | Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance. |
| 1721 | Traffic Sign Work Orders | Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081). |
| 2863 | Traffic Signal Inspection | Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control. |
| 1870 | Traffic Signal Maintenance | Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries. |
| 2834 | Waterway Maintenance | All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control. |

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Separate Agenda Items**



City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: June 17, 2022

Re: Item 6D – Application for Cemetery Commission

Item 6D – Attached is an application from Evon Draeger to be a member of Cemetery Commission.

GLENCOE

SMALL CITY & BIG FUTURE

City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336

Website: www.glencoe.mn.org Phone: (320) 864-5586 Email: info@ci.glencoe.mn.us

NAME Evon Drueger TODAY'S DATE 5-14-22
ADDRESS 1528 Ranger Dr. TELEPHONE 320-864-3621
EMAIL evonregard@embargmail.com EMPLOYER Retired
YEARS AS GLENCOE RESIDENT 83 OCCUPATION N/A

was asked to serve
I am interested in serving on the following City Board or Commission (descriptions on next page):

☐ AIRPORT COMMISSION

☐ LIGHT & POWER COMMISSION

☒ CEMETERY BOARD

☐ PARK BOARD

☐ CHARTER COMMISSION

☐ PLANNING & INDUSTRIAL COMMISSION

☐ LIBRARY BOARD

Why you are interested in serving on this board/commission: _____

Describe any prior/current experience that may relate to serving on this board/commission: _____

List other municipal boards/commissions you have served on:

1. _____ Served from _____ to _____
2. _____ Served from _____ to _____
3. _____ Served from _____ to _____

Evon Drueger
Signature of Applicant

5-14-22
Date

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Separate Agenda Items**



City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: June 17, 2022

Re: Item 7A – Glencoe Recycling Center

Item 7A – I have attached the Lease between MNDOT and the County for the use of the property on Armstrong Avenue for the relocation of the Glencoe recycling dumpsters.

The cost of the lease is \$500 per year for 5 years. The County has asked the City of Glencoe to reimburse the County for the lease costs. The funds would come out of the Sanitation/Recycling fund. It is recommended to approve.

Minnesota Department of Transportation
District 8
2505 Transportation Rd
Willmar, MN 56201
320-214-6355

PARCEL: 4300 (0=) 000 0001 LEASE NO. 43003
Maintenance Storage Site Building MnDOT Contract NO. 1050041
#91003 and #21003 Site

COMMERCIAL LEASE

THIS LEASE is made between the State of Minnesota, Department of Transportation ("Landlord"), and McLeod County ("Tenant").

Mail lease to: Marc Telecky
1065 5th Ave Se
Hutchinson, Minnesota 55350

IT IS AGREED:

1. In consideration of payment of the rent hereinafter specified to be paid by Tenant, and the covenants and agreements herein contained, Landlord hereby leases to Tenant that certain property ("Premises") in the County of McLeod, State of Minnesota, described as follows:

a 36' x 60' area of commercial vacant land adjacent to 101 - 8th Street East, Glencoe, Minnesota 55336, as shown on Exhibit A attached hereto and by this reference incorporated herein.

This Lease includes improvements, if any, and is in effect for a period of five (5) years commencing on April 15, 2022 ("Commencement Date") and continuing through April 14, 2027, with the right of termination in both Landlord and Tenant as hereinafter set forth.

2. RENT. Tenant shall pay to Landlord as rent for the Premises the sum of Two Thousand Five Hundred and no/100 Dollars (\$2,500.00), in five equal annual payments of Five Hundred and no/100 Dollars (\$500.00) each. Such payments are due and payable by Tenant to Landlord commencing on the Commencement Date and on each April 15th during the remaining term.

3. USE OF PREMISES. Tenant shall use the Premises for the following purpose only: a public recycling area for placement and access to twelve (12) 8-yard recycling dumpster bins for a Glencoe Rural Recycling Drop Site to be used for cardboard and mixed media recycling and for no other use whatsoever. All the foregoing operating under the name, "Glencoe Rural Recycling".

It shall be the sole responsibility of Tenant to comply with all laws, regulations, or ordinances imposed by any jurisdiction governing the use of the Premises. Failure to comply will not relieve Tenant of the obligation to pay rent. Tenant's use of the Premises must not interfere with the public's use of any adjacent highway.

Signs or displays will be restricted to those indicating proprietorship and type of activities conducted on the Premises and will be subject to regulation by Landlord as to number, size, location, and design.

Tenant at its sole cost and expense, agrees to comply with, and provide and maintain the Premises in compliance with all applicable laws, rules, ordinances, and regulations issued by any federal, state, or local political subdivision having jurisdiction and authority in connection with the Premises including the Americans with Disabilities Act ("ADA"). If the Premises are not in compliance with the ADA or other applicable laws Landlord may enter the Premises and perform such obligation without liability to Tenant for any loss or damage to Tenant thereby incurred, and Tenant shall pay Landlord for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of Landlord's invoice.

4. MAINTENANCE AND REPAIRS. Tenant shall keep the Premises in good condition at Tenant's own expense and shall not call on Landlord to make any improvements or repairs.

At all times during the term, Tenant shall,

- routinely service the recycling containers to prevent material from overflowing, including the removal of miscellaneous trash, debris, and materials resulting from illicit dumping.
- keep the Premises in a clean condition and shall not cause or maintain any nuisance in or about the Premises, and shall keep the Premises free of debris, rodents, vermin, and anything of a dangerous, noxious, or offensive nature which could create a fire hazard.
- immediately notify MnDOT if a chemical spill is noted, at: oespill.response.dot@state.mn.us and include details of the release in the email and the location (i.e., Glencoe lease) in the subject line.
- direct all access to and egress from the Premises through the alley adjacent to the Premises.
- snowplow and provide security to the Premises.

Landlord may from time to time adopt reasonably and non-discriminatory systems and

procedures for the security or safety of the Premises and surrounding property. Any persons occupying, using, or entering the Premises or any equipment, or containers coming onto the Premises, and Tenant shall comply with Landlord's reasonable requirements relative thereto.

5. CHARGES AND EXPENSES. Tenant shall pay when due all utility charges and any other charges or expenses connected with Tenant's use of the Premises.

6. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally on Landlord or Tenant, or when made in writing and deposited in the United States Mail and addressed as follows: To Tenant at the mailing address above stated and to Landlord, Department of Transportation, Office of Land Management, Transportation District 8 - 2505 Transportation Rd, Willmar, MN 56201. The address to which notices are mailed may be changed by written notice given by either party to the other.

7. CANCELLATION. This Lease shall be subject to cancellation by either party at any time during the term hereof by giving the other party notice in writing at least 60 days prior to the date when the cancellation will become effective. Furthermore, this Lease shall be subject to cancellation by Landlord if the Premises become needed for highway purposes (as determined solely by Landlord) by giving Tenant notice in writing at least thirty (30) days prior to the date when the cancellation will become effective. In the event of cancellation any unearned rent paid by Tenant will be returned.

Tenant hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees, and compensation arising from or related to any cancellation or termination of this Lease by Landlord, including any cancellation or termination for highway purposes (as determined solely by the Landlord). Tenant agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees, and compensation based upon the existence, cancellation, or termination of the Lease. Tenant agrees not to sue or institute any legal action against Landlord based upon any of the claims released in this paragraph.

8. INDEMNIFICATION AND RELEASE. Notwithstanding anything to the contrary in this Lease, Tenant shall indemnify, hold harmless, release and defend Landlord (with the approval of the State's Office of the Attorney General) Landlord and Landlord's employees from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Tenant and Tenant's property) occurring on the Premises and connected with Tenant's use and occupancy of the Premises, regardless of whether such injury, death, loss, or damage is caused in part by:

- (i) the negligence of Landlord or
- (ii) is deemed to be the responsibility of Landlord,

because of its failure to supervise, inspect, or control the operations of Tenant or otherwise discover or prevent actions or operations of Tenant giving rise to liability to any person.

If any negligence or responsibility of Landlord is unrelated to Tenant's occupancy or use of the Premises, Tenant will not be obligated to indemnify and hold harmless as set forth above.

Landlord's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. §3.736.

9. INSURANCE. Prior to execution of this Lease by Landlord, the Tenant shall provide Landlord with a properly executed certificate(s) of insurance which shall clearly evidence the insurance required below.

- 9.1 Tenant shall maintain during the full term of this Lease commercial general liability insurance or equivalent form including Premises-Operations Liability, Products/Completed Operations Liability (if applicable), Contractual Liability, and Fire Legal Liability with a limit of not less than \$2,000,000 each occurrence. If such insurance contains a general aggregate limit, it will be equal to or greater than \$2,000,000 and apply separately to this Lease.
- 9.2 The insurance shall name the State of Minnesota as an Additional Insured with respect to performance of the Lease.
- 9.3 This insurance shall be primary with respect to any insurance or self-insurance programs covering Landlord, its officers, and employees.
- 9.4 Tenant shall maintain during the full term of this Lease workers' compensation insurance with statutory limits and employers' liability insurance with limits not less than \$100,000 bodily injury by disease per employee, \$500,000 bodily injury by disease aggregate and \$100,000 bodily injury by accident.

If Minnesota Statute 176.041 exempts Tenant from Workers' compensation insurance or if the Tenant has no employees in the State of Minnesota, Tenant must provide a written statement, signed by the authorized signer of the contract, stating the qualifying exemption

that excludes Tenant from MN Workers' Compensation requirements.

If during the contract the Tenant becomes eligible for Workers' Compensation, the Tenant must comply with the Worker's Compensation Insurance requirements included herein and provide the State of Minnesota with a certificate of insurance.

If Tenant receives a cancellation notice from an insurance carrier affording coverage herein Tenant agrees to notify the Landlord within five (5) business days with a copy of the cancellation notice, unless Tenant's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the Landlord.

An Umbrella or Excess Liability insurance policy may be used to supplement the policy limit to satisfy the full policy limits required by the Lease.

10. FIRE INSURANCE. Tenant shall keep the Premises insured for at least \$10,000.00 against fire and extended coverage loss. The policy shall name the State of Minnesota as the loss payee in the event of a loss. If a loss covered by the policy occurs, Landlord will decide whether to use the insurance money to repair the damage or to demolish the building. Tenant shall make no claim against Landlord arising out of any loss to the Premises

11. RIGHT TO ENTER. Tenant shall allow Landlord and Landlord's contractors and authorized licensees to enter upon the Premises for any purpose including: to survey the land; to take soil borings; to perform utility relocation or repair work, to perform any other work, which is preparatory to a highway construction project; to perform non-emergency routine maintenance to existing highway facilities and appurtenances; and to make emergency repairs required for highway safety. If there is a Landlord owned bridge above or adjacent to any part of the Premises, Tenant shall allow Landlord and Landlord's contractors and authorized licensees to enter upon the Premises to inspect, maintain, and repair the bridge and its structural supports. Landlord and Landlord's contractors and authorized licensees shall coordinate with Tenant to determine the location of all sub-surface appurtenances and utilities and to minimize disruption of the Tenant's use of the Premises. Before entering the Premises for any of the purposes under this paragraph, Landlord will make a reasonable effort to notify Tenant, provided, however, that in case of an emergency affecting highway safety (the existence of which will be determined solely by Landlord), Landlord or its representatives may enter without notice to Tenant. Tenant will have no claim against Landlord based upon Landlord's entry onto the Premises for any purpose.

12. ADJACENT HIGHWAY FACILITY. Tenant shall not permit the storage of any substance or material on the Premises which may create a fire hazard to the adjacent highway facility (including any overhead bridge and its structural supports). If Landlord determines that Tenant is using the Premises in such a way as to create a danger to the adjacent highway

facility or the traveling public thereon, and if, upon receiving notice, Tenant does not immediately remedy the danger to the satisfaction of Landlord, then Landlord may immediately cancel this Lease and take possession of the Premises. Any requirement for giving notice of cancellation set out elsewhere in this Lease will not apply to cancellation under this section. Unearned rent paid by Tenant will be returned.

If a part of the Premises is situate under or adjacent to a highway bridge, Tenant acknowledges that Landlord's plowing and sweeping of the bridge may cause snow, ice, sand, or road sweepings to be pushed off the sides of the bridge or otherwise expelled off the bridge, falling onto the Premises. Tenant agrees that this risk is specifically included in the Tenant's indemnification and release of Landlord appearing elsewhere in this Lease.

13. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or sublet the Premises.

14. CIVIL RIGHTS ACT. The Tenant for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Premises described in this Lease for a purpose for which a Landlord activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such improvements in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency (LEP) will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.

15. DEFAULT BY TENANT - LANDLORD'S REMEDIES. The following occurrences are "events of default":

(a) Tenant defaults in the due and punctual payment of rent, and such default continues for five (5) days after notice from Landlord; however, Tenant will not be entitled to more than one notice for default in payment of rent during any twelve-month period, and if, within twelve months after any such notice, any rent is not paid when due, an event of default shall have occurred without further notice.

(b) Tenant breaches any of the other agreements, terms, covenants, or conditions which this Lease requires Tenant to perform, and such breach continues for a period of thirty (30) days after notice by Landlord to Tenant.

At any time after the occurrence of either of the above events of default, Landlord may

terminate this Lease upon giving written notice to Tenant and may then re-enter and take possession of the Premises in such manner as allowed or provided by law. Tenant shall pay Landlord all costs and expenses, including attorney's fees, in any successful action brought by Landlord to recover unpaid rent, or to recover damages for breach of any of the other covenants, agreements, terms, or conditions which this Lease requires Tenant to perform, or to recover possession of the Premises.

16. **HOLDING OVER.** If Tenant remains in possession of the Premises after the end of this Lease with the consent of Landlord, express or implied, Tenant shall occupy the Premises as a Tenant from month to month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the term.

17. **MOVING OUT.** At the expiration or sooner termination of this Lease, Tenant shall remove all improvements and leave the Premises in as good condition as when delivered to Tenant (except for ordinary wear and any loss covered by insurance payment to Landlord).

18. **SALE OR TRANSFER OF PREMISES.** If Landlord sells or transfers the Premises, Landlord's liability for the performance of its covenants under this Lease shall end on the date of the sale or transfer, and Tenant shall look solely to the purchaser or transferee for the performance of those covenants.

19. **RELOCATION ASSISTANCE:** Persons, businesses, farms, non-profit organizations, and other entities (hereinafter collectively referred to as Tenant) displaced by cancellation or termination of this Lease, or by moving out prior to cancellation or termination of this Lease, are not classified as "displaced persons" and are **not** eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and its amendments. By signing this Lease, TENANT acknowledges and agrees that they are not a displaced person.

20. **HAZARDOUS SUBSTANCES OR POLLUTANTS OR CONTAMINANTS.** Tenant shall not cause or permit any hazardous substance or pollutant or contaminant to be used, generated, stored, or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors, or invitees. If the Tenant causes or allows the Premises to become contaminated in any manner by hazardous substances or pollutants or contaminants, during the term of this Lease, Tenant shall indemnify and hold harmless the Landlord in accordance with Section 8 of this Lease. This indemnification is intended to, and shall, survive the termination of this Lease. Without limitation of the foregoing, if Tenant causes or permits the presence of any hazardous substance or pollutant or contaminant on the Premises, and that presence results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions approved by the Landlord to return the Premises to a condition that is in

accordance with all applicable Federal, State and Local regulations.

21. IMPROVEMENTS. Prior to the Tenant opening and operating the Glencoe Rural Recycling Drop Site, Tenant agrees to make improvements to the Premises, including, but not limited to,

(a) constructing a perimeter fence to surround Tenant's recycling containers to ensure debris is contained. Such fencing may include slats or screening on both the east and west facing sides for the benefit of the neighboring property owners.

(b) pave the existing surface of the Premises with a bituminous, or concrete pad.

All the foregoing at Tenant's cost and expense and in accordance with plans and specifications approved by Landlord.

Tenant and Landlord acknowledge that Tenant's use of the Premises during the term may require the future replacement or repair of the paved surface. In the event, Landlord notifies Tenant of such requirement, Tenant shall pave the Premises in the manner and with the materials and timeline as prescribed by Landlord.

At any time, Tenant makes improvements to the Premises, Tenant shall submit plans to Landlord for approval and shall have such improvements completed in accordance with Tenant's approved plans.

22. ENTIRE AGREEMENT. This Lease contains the entire agreement between Landlord and Tenant with respect to its subject matter and may be amended only by subsequent written agreement between them. Except for those which are set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to one another with respect to this Lease.

TENANT: MCLEOD COUNTY

Signature_____

Print Name_____

Title_____Date_____

Signature_____

Print Name_____

Title_____Date_____

**LANDLORD, STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
COMMISSIONER OF TRANSPORTATION**

By _____

Date _____

Approved as to form and execution

OFFICE OF CONTRACT MANAGEMENT

By _____

Title _____

Date _____

EXHIBIT A

BLOCK 58

6

60

36

36

8TH STREET

ARMSTRONG AVENUE



1" = 30'

SCALE IN FEET

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Separate Agenda Items**



City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: June 17, 2022

Re: Item 7B – Comprehensive Plan Timeline

Item 7B – Antonio Rosell presented the Comprehensive Plan to the County Board on June 7th. The County Board requested that County owned property near the Courthouse, not be listed as possible redevelopment property. The County Board unanimously approve the Plan.

Mayor Voss, Assistant CA Jerabek, and I met with Antonio after the meeting and decided to hold on last Steering Committee Meeting to discuss the implementation of the Plan on June 23rd at 11:30 at the City Center. The City Council is invited to attend.

Since the City Council will be canceling the July 5th City Council meeting, the approval of the Comprehensive Plan will be delayed until the July 18, 2020 City Council Meeting.

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Separate Agenda Items**



City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: June 17, 2022

Re: Item 7C- Watermain Replacement under the 212 Roundabout

Item 7C – In recent conversations with MNDOT, they have indicated that it is MNDOT Policy to not have Utilities located underneath their roundabouts. The City of Glencoe currently has a 12-inch Watermain located on Morningside Avenue beneath Federal Highway 212. This Watermain was installed in the early 1970's and is located inside of a 42-inch reinforced concrete casing. To date, we have been unsuccessful in having MNDOT allowing this watermain to remain in place.

City Staff and SEH have a virtual meeting set for June 29th to discuss this issue further.

If the Watermain needs to be relocated outside of the proposed roundabout, early estimates are approximately \$250,000 for a new waterline and casing. Public Works Director Lemen had a similar experience in Buffalo, MN and the City was required to move the water main.

The Sanitary Sewer Main is already outside of the proposed footprint of the roundabout.

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Separate Agenda Items**



City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: June 17, 2022

Re: Item 7D – Midco lease for site at Northeast Water Tower for Control B Building.

Item 7D – City Attorney Ostlund and ACA Jerabek have been in discussion with Mid Continent Communications (Midco) regarding a lease of a small footprint of City property for the location of a control building for the Fiber Network in Glencoe. At this time, the review of the lease was not completed by the Attorneys. If completed in time for the City Council meeting, the lease will be presented and a recommendation made to the City Council.

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Separate Agenda Items**



City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: June 17, 2022

Re: Item 7E – Occupancy Inspections

Item 7E – Bob Scheidt recently announced his intentions to retire for the position of Occupancy Inspector with the City of Glencoe. Bob would like to continue in his role as the City Fire Marshall and Deputy City Emergency Management Director. Bob would continue in this capacity on a volunteer basis.

Bob should be commended on his dedication to the City of Glencoe for almost 46 years as a Firefighter, Assistant Fire Chief, Fire Chief, Fire Marshall, Deputy Emergency Management Director, and Occupancy Inspector.

Bob even has spent some time this summer helping to mow in the parks, and recently repaired and welded some doors for the Oscar Olson restrooms.

His knowledge and advice are invaluable. Thanks to Bob!

Mark Larson

From: Bob Scheidt
Sent: Friday, June 10, 2022 12:40 PM
To: Mark Larson
Subject: Rental Inspector retirement

Mark,

I have been the Rental Inspector since 2005 for the City of Glencoe since its inception. It is at this time I find it necessary for me to retire from this position I have held in excess of 17 years. I will however, continue to remain in the capacity of Fire Marshal and Deputy Emergency Manager for the City of Glencoe and assist in other functions regarding State and Federal documentation for our public works departments that include Water and Wastewater security.

Thank you,

Bob Scheidt
City of Glencoe Fire Marshal
City of Glencoe Deputy Emergency Manager

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Separate Agenda Items**

CITY OF GLENCOE BILLS

JUNE 20, 2022

**** PREPAID PAYROLL & WIRE TRANSFER BILLS ****

| VENDOR | DEPARTMENT: DESCRIPTION | TOTAL |
|----------------------------|--|----------------------------|
| CITY OF GLENCOE EMPLOYEES | MULTIPLE DEPTS.: CITY OF GLENCOE PAYROLL 3-23-22 | \$66,255.03 |
| WIRE TRANSFER | MULT DEPTS:EMP/CITY PAYROLL TAXES,HSA,PERA,D COMP,CAFE | \$46,476.75 |
| TOTAL PREPAID BILLS -----> | | <u><u>\$112,731.78</u></u> |

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

JUNE 20, 2022 PREPAID BILLS

Date: 06/14/2022

Time: 5:39 pm

Page: 1

City of Glencoe

| Vendor Name | Vendor No. | Invoice Description | Check No. | Check Date | Check Amount |
|-------------------------------|------------|--------------------------------|-----------|-----------------------------|--------------|
| ARTISAN BEER COMPANY | 1258 | LIQUOR STORE: MERCH FOR RESALE | 173172 | 03/25/2022 | 1,132.55 |
| | | | | Vendor Total: | 1,132.55 |
| BELLBOY CORPORATION | 1113 | LIQUOR STORE: MERCH FOR RESALE | 173173 | 03/25/2022 | 1,947.48 |
| | | | | Vendor Total: | 1,947.48 |
| BRASS FOUNDRY BREWING CO | 0823 | LIQUOR STORE: MERCH FOR RESALE | 173174 | 03/25/2022 | 49.46 |
| | | | | Vendor Total: | 49.46 |
| BREAKTHRU BEVERAGE | 0513 | LIQUOR STORE: MERCH FOR RESALE | 173175 | 03/25/2022 | 118.60 |
| BREAKTHRU BEVERAGE | 0513 | LIQUOR STORE: MERCH FOR RESALE | 173188 | 04/01/2022 | 1,910.25 |
| | | | | Vendor Total: | 2,028.85 |
| C & L DISTRIBUTING | 0492 | LIQUOR STORE: MERCH FOR RESALE | 173176 | 03/25/2022 | 16,784.15 |
| | | | | Vendor Total: | 16,784.15 |
| CARLOS CREEK WINERY, INC. | 0188 | LIQUOR STORE: MERCH FOR RESALE | 173177 | 03/25/2022 | 576.00 |
| | | | | Vendor Total: | 576.00 |
| JOHNSON BROS - ST PAUL | 0504 | LIQUOR STORE: MERCH FOR RESALE | 173178 | 03/25/2022 | 1,301.61 |
| JOHNSON BROS - ST PAUL | 0504 | LIQUOR STORE: MERCH FOR RESALE | 173189 | 04/01/2022 | 1,172.95 |
| | | | | Vendor Total: | 2,474.56 |
| LEGALSHIELD | 0485 | MULT DEPTS: INS PREMIUMS | 173179 | 03/25/2022 | 138.50 |
| | | | | Vendor Total: | 138.50 |
| LOCHER BROS., INCORPORATED | 0503 | LIQUOR STORE: MERCH FOR RESALE | 173180 | 03/25/2022 | 10,288.10 |
| | | | | Vendor Total: | 10,288.10 |
| MARLIN'S TRUCKING | 1387 | LIQUOR STORE: MERCH FOR RESALE | 173181 | 03/25/2022 | 818.40 |
| | | | | Vendor Total: | 818.40 |
| MINNESOTA PUBLIC EMPLOYEE | 1439 | POLICE: UNION DUES | 173182 | 03/25/2022 | 108.00 |
| | | | | Vendor Total: | 108.00 |
| NCPERS GROUP LIFE INS | 1619 | ADMIN: INS PREMIUMS | 173183 | 03/25/2022 | 16.00 |
| | | | | Vendor Total: | 16.00 |
| PAUSTIS WINE COMPANY | 0916 | LIQUOR STORE: MERCH FOR RESALE | 173184 | 03/25/2022 | 1,642.25 |
| | | | | Vendor Total: | 1,642.25 |
| PEDERSEN, ZACHARY | 0337 | WWTP: TRAVEL EXP REIMB | 173190 | 04/01/2022 | 37.34 |
| | | | | Vendor Total: | 37.34 |
| PHILLIPS WINE & SPIRITS, INC. | 1010 | LIQUOR STORE: MERCH FOR RESALE | 173185 | 03/25/2022 | 2,538.81 |
| PHILLIPS WINE & SPIRITS, INC. | 1010 | LIQUOR STORE: MERCH FOR RESALE | 173191 | 04/01/2022 | 2,993.60 |
| | | | | Vendor Total: | 5,532.41 |
| SOUTHERN GLAZER'S OF MN | 1429 | LIQUOR STORE: MERCH FOR RESALE | 173186 | 03/25/2022 | 1,712.31 |
| SOUTHERN GLAZER'S OF MN | 1429 | LIQUOR STORE: MERCH FOR RESALE | 173192 | 04/01/2022 | 2,107.61 |
| | | | | Vendor Total: | 3,819.92 |
| VIKING BEVERAGES | 0973 | LIQUOR STORE: MERCH FOR RESALE | 173187 | 03/25/2022 | 7,268.00 |
| | | | | Vendor Total: | 7,268.00 |
| VINOCOPIA, INC. | 1353 | LIQUOR STORE: MERCH FOR RESALE | 173193 | 04/01/2022 | 205.50 |
| | | | | Vendor Total: | 205.50 |
| | | | | Grand Total: | 54,867.47 |
| | | | | Less Credit Memos: | 0.00 |
| | | | | Net Total: | 54,867.47 |
| | | | | Less Hand Check Total: | 0.00 |
| | | | | Outstanding Invoice Total : | 54,867.47 |
| Total Invoices: | | 22 | | | |

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

JUNE 20, 2022 - REGULAR BILLS

Date: 06/15/2022

Time: 5:15 pm

Page: 1

City of Glencoe

| Vendor Name | Vendor No. | Invoice Description | Check No. | Check Date | Check Amount |
|------------------------------|------------|---|-----------|---------------|--------------|
| 1ST LINE-LEEWES VENTURES LLC | 0509 | AQUATIC CENTER: MERCH FOR RESALE | 0 | 00/00/0000 | 1,051.55 |
| | | | | Vendor Total: | 1,051.55 |
| AMERICAN RED CROSS | 1732 | AQUATIC CENTER: TRAINING | 0 | 00/00/0000 | 1,966.00 |
| | | | | Vendor Total: | 1,966.00 |
| ARNOLD'S OF GLENCOE, INC. | 1449 | WWTP: REPAIR PART | 0 | 00/00/0000 | 35.00 |
| | | | | Vendor Total: | 35.00 |
| AT&T MOBILITY | 1205 | MULT DEPTS: CELL PHONE BILL | 0 | 00/00/0000 | 584.19 |
| | | | | Vendor Total: | 584.19 |
| AXON ENTERPRISE, INC | 0439 | POLICE: BATTERY PACK | 0 | 00/00/0000 | 285.75 |
| | | | | Vendor Total: | 285.75 |
| BUCKLEY, MAVERICK | 2132 | PARK: SAFETY BOOTS REIMB | 0 | 00/00/0000 | 204.99 |
| | | | | Vendor Total: | 204.99 |
| CARD SERVICES | 0330 | MULT DEPTS: SUPPLIES, FUEL, MERCH FOR RESALE | 0 | 00/00/0000 | 445.90 |
| | | | | Vendor Total: | 445.90 |
| CENTERPOINT ENERGY | 0204 | MULT DEPTS: GAS BILL | 0 | 00/00/0000 | 7,720.89 |
| | | | | Vendor Total: | 7,720.89 |
| COMMERCIAL ASPHALT CO | 0388 | STREET: BLACKTOP | 0 | 00/00/0000 | 254.01 |
| | | | | Vendor Total: | 254.01 |
| CORE & MAIN LP | 1741 | WATER: REPAIR CLAMPS, ADAPTERS, GASKET JOINTS | 0 | 00/00/0000 | 1,112.34 |
| | | | | Vendor Total: | 1,112.34 |
| FERGUSON WATERWORKS #2518 | 0567 | WATER: HYDRANT PAINT | 0 | 00/00/0000 | 195.92 |
| | | | | Vendor Total: | 195.92 |
| FLAHERTY & HOOD, P.A. | 0441 | ADMIN: LEGAL FEES | 0 | 00/00/0000 | 35.00 |
| | | | | Vendor Total: | 35.00 |
| FOSTER MECHANICAL, INC. | 0647 | LIBRARY: RADIATOR INSTALLATION, PIPING, VENTING | 0 | 00/00/0000 | 579.22 |
| | | | | Vendor Total: | 579.22 |
| FRANKLIN PRINTING INC. | 0085 | AQUATIC CENTER, LIQUOR STORE: OFFICE SUPPLIES | 0 | 00/00/0000 | 179.85 |
| | | | | Vendor Total: | 179.85 |
| GLENCOE CO-OP ASSN. | 1842 | MULT DEPTS: FUEL | 0 | 00/00/0000 | 7,826.69 |
| | | | | Vendor Total: | 7,826.69 |
| GLENCOE FLEET SUPPLY | 2074 | MULT DEPTS: HARDWARE, REPAIR & MAINT. SUPPLIES, FERTILIZER | 0 | 00/00/0000 | 829.63 |
| | | | | Vendor Total: | 829.63 |
| HILLYARD HUTCHINSON | 0122 | AQUATIC CENTER: CLEANING SUPPLIES & PAPER PRODUCTS | 0 | 00/00/0000 | 709.36 |
| | | | | Vendor Total: | 709.36 |
| HIPERLINE | 1738 | WWTP: APPLY SPECTRASHIELD LINER SYSTEM TO MANHOLES | 0 | 00/00/0000 | 41,719.70 |
| | | | | Vendor Total: | 41,719.70 |
| HUEMOELLER, GONTAREK & | 1800 | ADMIN, TAX INC #18: LEGAL SERVICES | 0 | 00/00/0000 | 12,676.63 |
| | | | | Vendor Total: | 12,676.63 |
| HUTCHINSON LEADER | 0678 | AQUATIC CENTER: ADVERTISING | 0 | 00/00/0000 | 349.35 |
| | | | | Vendor Total: | 349.35 |
| JERABEK, JON | 1994 | ADMIN: MILEAGE REIMB | 0 | 00/00/0000 | 148.59 |
| | | | | Vendor Total: | 148.59 |
| JOHNSON CONTROLS FIRE | 0874 | ADMIN, LIBRARY, CITY CENTER: SPRINKLER SYSTEM INSPECT/TEST | 0 | 00/00/0000 | 602.09 |

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

JUNE 20, 2022 - REGULAR BILLS

Date: 06/15/2022

Time: 5:15 pm

Page: 2

City of Glencoe

| Vendor Name | Vendor No. | Invoice Description | Check No. | Check Date | Check Amount |
|-----------------------------|------------|---|-----------|---------------|--------------|
| | | | | Vendor Total: | 602.09 |
| K & M DIESEL | 0768 | FIRE: TRUCK REPAIR | 0 | 00/00/0000 | 430.13 |
| | | | | Vendor Total: | 430.13 |
| KDUZ - KARP - KGLB | 2248 | LIQUOR STORE: ADVERTISING | 0 | 00/00/0000 | 482.00 |
| | | | | Vendor Total: | 482.00 |
| KIDD, TORI | 0759 | CITY CENTER: DAMAGE DEPOSIT REFUND | 0 | 00/00/0000 | 100.00 |
| | | | | Vendor Total: | 100.00 |
| KWIK TRIP | 1653 | POLICE: FUEL | 0 | 00/00/0000 | 2,363.76 |
| | | | | Vendor Total: | 2,363.76 |
| LIGHT & POWER COMMISSION | 1484 | MULT DEPTS: ELECTRICITY, CREDIT CARD & BILLING FEES | 0 | 00/00/0000 | 26,684.11 |
| | | | | Vendor Total: | 26,684.11 |
| LUCKY BRAKE AUTO SHOP | 1711 | POLICE: VEHICLE REPAIRS | 0 | 00/00/0000 | 623.06 |
| | | | | Vendor Total: | 623.06 |
| MACQUEEN EMERGENCY | 0159 | FIRE: CYLINDER | 0 | 00/00/0000 | 728.82 |
| | | | | Vendor Total: | 728.82 |
| MCLEOD CO. AUDITOR-TREASURY | 0428 | TAX INC #18: PROPERTY TAX | 0 | 00/00/0000 | 125.28 |
| | | | | Vendor Total: | 125.28 |
| MCLEOD COOP. POWER ASS'N. | 0201 | ADMIN, AIRPORT: ELECTRICITY | 0 | 00/00/0000 | 572.88 |
| | | | | Vendor Total: | 572.88 |
| MCLEOD PUBLISHING, INC. | 0339 | ADMIN: PUBLISHING | 0 | 00/00/0000 | 98.32 |
| | | | | Vendor Total: | 98.32 |
| METRO SALES, INC | 1066 | LIBRARY: OFFICE EQUIPMENT LEASE | 0 | 00/00/0000 | 168.67 |
| | | | | Vendor Total: | 168.67 |
| MHSRC-RANGE | 1121 | POLICE: CLASS FEE | 0 | 00/00/0000 | 455.00 |
| | | | | Vendor Total: | 455.00 |
| MID-AMERICAN RESEARCH CHEM | 1032 | ADMIN: CLEANING SUPPLIES | 0 | 00/00/0000 | 124.15 |
| | | | | Vendor Total: | 124.15 |
| MNSPECT | 0722 | CODE ENFORCE: INSPECTIONS | 0 | 00/00/0000 | 8,525.75 |
| | | | | Vendor Total: | 8,525.75 |
| MVTL, INC. | 0353 | WWTP: LAB TESTING | 0 | 00/00/0000 | 939.20 |
| | | | | Vendor Total: | 939.20 |
| MYTANA LLC | 0404 | WATER: I & I CAMERA REPAIR | 0 | 00/00/0000 | 887.00 |
| | | | | Vendor Total: | 887.00 |
| NORTH CENTRAL INTERNATIONAL | 0683 | STREET: EQUIPMENT PART | 0 | 00/00/0000 | 11.34 |
| | | | | Vendor Total: | 11.34 |
| ODDEN, JOSHUA | 1076 | PARK: LICENSE FEE REIMB | 0 | 00/00/0000 | 66.00 |
| | | | | Vendor Total: | 66.00 |
| OFFICE OF MN. IT SERVICES | 1423 | POLICE: INTERNET SERVICE | 0 | 00/00/0000 | 120.92 |
| | | | | Vendor Total: | 120.92 |
| OXYGEN SERVICE COMPANY | 0653 | STREET: WELDING SUPPLIES | 0 | 00/00/0000 | 14.88 |
| | | | | Vendor Total: | 14.88 |
| PITNEY BOWES GLOBAL | 1714 | ADMIN: POSTAGE MACHINE LEASE | 0 | 00/00/0000 | 142.53 |
| | | | | Vendor Total: | 142.53 |
| PREMIUM WATERS, INC. | 1081 | ADMIN, WWTP, AIRPORT: WATER | 0 | 00/00/0000 | 181.76 |
| | | | | Vendor Total: | 181.76 |
| QUALITY FLOW SYSTEMS, INC. | 1038 | WWTP: PROFILE GASKET INSTALLATION | 0 | 00/00/0000 | 693.00 |
| | | | | Vendor Total: | 693.00 |
| RICE LAKE CONSTRUCTION GROU | 1851 | WWTP: TREATMENT PLANT FINAL CONSTRUCTION PAYMENT | 0 | 00/00/0000 | 10,500.00 |

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

JUNE 20, 2022 - REGULAR BILLS

Date: 06/15/2022

Time: 5:15 pm

Page: 3

City of Glencoe

| Vendor Name | Vendor No. | Invoice Description | Check No. | Check Date | Check Amount |
|-----------------------------|------------|---|-----------|------------|-------------------|
| Vendor Total: | | | | | 10,500.00 |
| SAM'S TIRE SERVICE INC. | 0250 | POLICE, FIRE: REPLACE TIRES, ALIGNMENT, TRUCK REPAIRS | 0 | 00/00/0000 | 3,599.84 |
| Vendor Total: | | | | | 3,599.84 |
| SCHRUPP, JULIE | 0955 | CITY CENTER: DAMAGE DEPOSIT REFUND | 0 | 00/00/0000 | 100.00 |
| Vendor Total: | | | | | 100.00 |
| SCR, INC - ST. CLOUD | 0738 | LIQUOR STORE: COOLER REPAIR | 0 | 00/00/0000 | 535.37 |
| Vendor Total: | | | | | 535.37 |
| STAR GROUP, L.L.C. | 0972 | MULT DEPTS: FILTERS, EQUIPMENT REPAIR & MAINT, BACK UP ALARM | 0 | 00/00/0000 | 296.12 |
| Vendor Total: | | | | | 296.12 |
| TRI-COUNTY WATER | 1016 | STREET, REIMB: WATER | 0 | 00/00/0000 | 28.75 |
| Vendor Total: | | | | | 28.75 |
| TWS-OPSEC ARMS | 0705 | POLICE: OPTICS | 0 | 00/00/0000 | 748.00 |
| Vendor Total: | | | | | 748.00 |
| UTILITY CONSULTANTS, INC. | 0734 | WWTP: LAB TESTING | 0 | 00/00/0000 | 327.28 |
| Vendor Total: | | | | | 327.28 |
| Grand Total: | | | | | 140,186.57 |
| Less Credit Memos: | | | | | 0.00 |
| Net Total: | | | | | 140,186.57 |
| Less Hand Check Total: | | | | | 0.00 |
| Outstanding Invoice Total : | | | | | 140,186.57 |
| Total Invoices: | 53 | | | | |

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Separate Agenda Items**

Glencoe Municipal Liquor Store
Profit & Loss Statement for February 2022

| Sales | |
|--------------------|-------------------|
| Liquor | 54,940.62 |
| Beer | 80,419.80 |
| Wine | 17,473.26 |
| Other Merchandise | 2,781.80 |
| Total Sales | <u>155,615.48</u> |

| Cost of Sales | |
|-------------------------------------|-------------------|
| Beginning Inventory | 363,502.91 |
| Purchases | 135,860.91 |
| Total Merch. Avail. for Sale | <u>499,363.82</u> |
| Less Inventory Ending | 384,221.44 |
| Cost of Sales | <u>115,142.38</u> |
| Gross Profit on Sales | <u>40,473.10</u> |
| | 26.01% |

| Operating Expenses | |
|--|------------------|
| Sales Tax (Use tax) | 118.00 |
| Full-Time Employees | 5,711.14 |
| Full-Time Employees- Overtime | 0.00 |
| Part-Time Employees | 4,642.46 |
| PERA Contributions | 774.26 |
| FICA Contributions | 637.57 |
| Medicare Contributions | 149.12 |
| Health & Life Insurance | 2,473.37 |
| Operating Supplies | 5,127.56 |
| Cleaning Supplies | 0.00 |
| Repair & Maintenance | 2,483.75 |
| Professional Services | 0.00 |
| Training | 0.00 |
| Computer Repair/Equipment | 0.00 |
| Telephone | 64.98 |
| Travel Expense | 0.00 |
| Advertising | 287.00 |
| Printing & Binding | 0.00 |
| Electricity | 838.34 |
| Natural Gas | 685.68 |
| Uniforms | 0.00 |
| Miscellaneous | 0.00 |
| Sub-total | <u>23,993.23</u> |
| Insurance- Liquor, Property, Gen'l Liability | 787.51 |
| Depreciation | 3,587.18 |
| Audit | 250.00 |
| Worker's Comp | 342.03 |
| Bond Interest | 1,042.29 |
| Total Operating Expenses | <u>30,002.24</u> |

| Non-Operating Expenses/Income | |
|--------------------------------------|-------------|
| Interest Income | 0.80 |
| Miscellaneous | 0.00 |
| Sales Tax Variance | (0.13) |
| Cash Drawer +/- | 4.90 |
| Bottle Deposit/Paid Out | 0.00 |
| Bad/Collected Checks | 0.00 |
| Total Non-Operating Exp./Inc. | <u>5.57</u> |

| | |
|----------------------------|-----------|
| Net Income | 10,476.43 |
| Year-To-Date Income | 25,452.54 |

Comparative Figures

| Previous Year (2021) | |
|-------------------------------|------------|
| Total Sales | 162,016.63 |
| Gross Profit on Sales | 39,021.26 |
| Total Operating Expenses | 27,324.85 |
| Total Non-Operating Exp./Inc. | 482.66 |
| Net Income | 12,179.07 |
| Year-To-Date Income | 37,073.57 |

| | |
|--------------------------|-----------|
| Current YTD Cash Balance | 44,985.18 |
| Last Month YTD Income | 14,976.11 |



SMALL CITY  BIG FUTURE

City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586

To: City Council

Date: 06/08/2022

From: Jon VanDamme

Re: Monthly Sales Summary – Glencoe Wine & Spirits

| | <u>Monthly (May) Sales</u> | <u>Year-to-date Sales (1/1-5/31)</u> |
|------|----------------------------|--------------------------------------|
| 2022 | \$230,908.14 (GP 25.2%) | \$962,938.64 |
| 2021 | \$242,409.72 | \$1,014,338.12 |
| | -4.74% | -5.06% |

May was down from last year, but still 21.8% above pre-pandemic numbers of 2019. We had 1 less Saturday this year and we were closed on Memorial Day this year compared to last year. Customer counts were down 473 transactions from last year. Average transaction size was up: \$29.46 compared to \$29.16 last year.

- Beer sales were down -5.5%, with no sub-categories showing an increase. Domestics were only down -1.8%, and was the strongest sub-category. Seltzers were down a larger than expected -28.9%. Imports were the next best category (-4.4%), so between Imports and Domestics, people could be unexpectedly moving back to more traditional beer items. Sales were boosted by the John Deere Busch Light packs.
- Liquor sales were up 1.6%, with wide differences in category growth or decline. Nice growth in Bourbon (+21.5%), Brandy (+12.5%), Irish (+10.9), and Pre-mix (+54.9%). Our largest category Vodka was down 6.7%. We saw good sales in new items and innovation.
- Wine sales were down about -19.6%. Only Bubbly (+8.1%) and Sauv Blanc (+88.8%) showed decent increases. The new items and innovation of the lower calorie products and enhanced flavor items hasn't drawn customers to the category yet.
- May promotions included radio ads for fishing opener, along with various Facebook posts through the month showing new items as well as pricing deals for the month and Memorial Day weekend. We will continue to try to promote "summer fun" and event tie-ins.

- YTD Quantity Sold – Product Count (1/1-5/31)

| | | |
|------|--------|---------|
| 2022 | 66,917 | (-8.2%) |
| 2021 | 72,916 | |

Mayor: Ryan Voss City Administrator: Mark D. Larson
Council Members: Allen Robeck – Paul Lemke – Cory Neid – John Schrupp – Sue Olson

Sales Item Report

Glencoe Municipal Liquor

Sorts: Department Description

5/1/2022 - 5/31/2022

6/1/2022 8:34:10 AM

Page 1

| Description 1 | Avg Cost | Price 1 | Description 2 | GP % | SaleQty | Ext Cost | Class Desc | Ext Disc | Sales | Gross Profit | Item # | GP % | Min Qty | Manufacturer | On Order | QoH | Size | PTD Qty | MTD Qty | Style | Color | YTD Qty | PY Qty |
|----------------------------|----------|---------|----------------------------|------|----------|-----------|------------|----------|-----------|--------------|--------|-------|---------|--------------|----------|----------|--------|---------|---------|----------|-------|----------|--------|
| Dept Desc: BEER - 10 | | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal 524 | | | Dept Desc: BEER - 10 | | 7944.00 | 97727.62 | 341.16 | | 126340.62 | 28616.47 | | 22.6 | | | | 6645.00 | 152.00 | | 0.00 | 29582.00 | | 83008.00 | |
| Dept Desc: LIQUOR - 20 | | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal 707 | | | Dept Desc: LIQUOR - 20 | | 5593.00 | 46597.22 | 158.35 | | 64322.96 | 17727.40 | | 27.6 | | | | 17501.00 | 150.00 | | 0.00 | 22993.00 | | 53726.00 | |
| Dept Desc: MISC 7.375% TAX | | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal 97 | | | Dept Desc: MISC 7.375% TAX | | 738.00 | 2498.23 | 0.00 | | 3400.13 | 902.00 | | 26.5 | | | | 1222.00 | 16.00 | | 0.00 | 3230.00 | | 8992.00 | |
| Dept Desc: MISC BEER | | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal 1 | | | Dept Desc: MISC BEER | | 5.00 | 0.00 | 0.00 | | 33.65 | 33.65 | | 100.0 | | | | 0.00 | 0.00 | | 0.00 | 22.00 | | 40.00 | |
| Dept Desc: MISC NONTAX | | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal 3 | | | Dept Desc: MISC NONTAX | | 342.00 | 806.85 | 0.00 | | 1406.59 | 599.74 | | 42.6 | | | | 20.00 | 8.00 | | 0.00 | 840.00 | | 3832.00 | |
| Dept Desc: WINE - 30 | | | | | | | | | | | | | | | | | | | | | | | |
| Subtotal 469 | | | Dept Desc: WINE - 30 | | 1271.00 | 9671.86 | 76.05 | | 14855.20 | 5183.38 | | 34.9 | | | | 9122.00 | 14.00 | | 0.00 | 6010.00 | | 15705.00 | |
| Total 1801 | | | | | 15893.00 | 157301.78 | 575.56 | | 210359.15 | 53062.64 | | 25.2 | | | | 34510.00 | 340.00 | | 0.00 | 62677.00 | | 165303.0 | |

Sales Item Report

Glencoe Municipal Liquor

Sorts: Department Description

5/1/2021 - 5/31/2021

6/1/2022 8:34:30 AM

Page 1

| Description 1 | | Description 2 | | Class Desc | | Item # | | Manufacturer | | Size | | Style | | Color | |
|----------------------------|----------------------------|---------------|---------|------------|----------|-----------|--------------|--------------|---------|----------|----------|---------|---------|----------|----------|
| Avg Cost | Price 1 | GP % | SaleQty | Ext Cost | Ext Disc | Sales | Gross Profit | GP % | Min Qty | On Order | QoH | PlD Qty | MtD Qty | YtD Qty | PY Qty |
| Dept Desc: BEER - 10 | | | | | | | | | | | | | | | |
| Subtotal 566 | Dept Desc: BEER - 10 | 9225.00 | | 107436.51 | 417.32 | 133643.67 | 26211.60 | 19.6 | | | 5499.00 | 141.00 | 0.00 | 27687.00 | 89423.00 |
| Dept Desc: LIQUOR - 20 | | | | | | | | | | | | | | | |
| Subtotal 651 | Dept Desc: LIQUOR - 20 | 5181.00 | | 46728.98 | 114.30 | 63311.35 | 16583.83 | 26.2 | | | 15525.00 | 128.00 | 0.00 | 20964.00 | 56559.00 |
| Dept Desc: MISC 7.375% TAX | | | | | | | | | | | | | | | |
| Subtotal 101 | Dept Desc: MISC 7.375% TAX | 848.00 | | 2957.05 | 0.00 | 3969.46 | 1012.61 | 25.5 | | | 1150.00 | 16.00 | 0.00 | 3160.00 | 9482.00 |
| Dept Desc: MISC NONTAX | | | | | | | | | | | | | | | |
| Subtotal 2 | Dept Desc: MISC NONTAX | 403.00 | | 1030.15 | 1.43 | 1428.94 | 398.79 | 27.9 | | | 20.00 | 8.00 | 0.00 | 839.00 | 3830.00 |
| Dept Desc: MISC WINE | | | | | | | | | | | | | | | |
| Subtotal 1 | Dept Desc: MISC WINE | 1.00 | | 0.00 | 0.00 | 16.49 | 16.49 | 100.0 | | | 0.00 | 0.00 | 0.00 | 2.00 | 4.00 |
| Dept Desc: WINE - 30 | | | | | | | | | | | | | | | |
| Subtotal 484 | Dept Desc: WINE - 30 | 1636.00 | | 12038.39 | 297.44 | 18472.73 | 6434.41 | 34.8 | | | 8955.00 | 9.00 | 0.00 | 5738.00 | 17611.00 |
| Total 1805 | | 17294.00 | | 170191.08 | 830.49 | 220842.64 | 50657.73 | 22.9 | | | 31149.00 | 302.00 | 0.00 | 58390.00 | 176909.0 |

Sales Item Report

Glencoe Municipal Liquor

Sorts: Department Description

5/1/2020 - 5/31/2020

6/1/2022 8:34:47 AM

Page 1

| Description 1 | | Description 2 | | Ext Cost | Class Desc Ext Disc | Sales | Gross Profit | Item # | | Manufacturer | Size | | Style | Color | |
|----------------------------|---------|----------------------------|---------|-----------|------------------------|-----------|--------------|--------|---------|--------------|--------|---------|----------|----------|---------|
| Avg Cost | Price 1 | GP % | SaleQty | | | | | GP % | Min Qty | | QoH | PtD Qty | | MtD Qty | YtD Qty |
| Dept Desc: BEER - 10 | | Dept Desc: BEER - 10 | | | | | | | | | | | | | |
| Subtotal 605 | | 10267.00 | | 121027.77 | 275.55 | 148644.74 | 27621.51 | 18.6 | | 5051.00 | 137.00 | 0.00 | 26246.00 | 82161.00 | |
| Dept Desc: LIQUOR - 20 | | Dept Desc: LIQUOR - 20 | | | | | | | | | | | | | |
| Subtotal 690 | | 5307.00 | | 53768.74 | 308.55 | 72137.99 | 18371.36 | 25.5 | | 13814.00 | 112.00 | 0.00 | 17665.00 | 49107.00 | |
| Dept Desc: MISC 7.375% TAX | | Dept Desc: MISC 7.375% TAX | | | | | | | | | | | | | |
| Subtotal 94 | | 1125.00 | | 4177.38 | 3.58 | 5567.36 | 1390.36 | 25.0 | | 1049.00 | 16.00 | 0.00 | 2941.00 | 8941.00 | |
| Dept Desc: MISC BEER | | Dept Desc: MISC BEER | | | | | | | | | | | | | |
| Subtotal 1 | | 6.00 | | 0.00 | 0.00 | 38.96 | 38.96 | 100.0 | | 0.00 | 0.00 | 0.00 | 22.00 | 40.00 | |
| Dept Desc: MISC LIQUOR | | Dept Desc: MISC LIQUOR | | | | | | | | | | | | | |
| Subtotal 1 | | 0.00 | | 0.00 | 0.00 | -33.00 | -33.00 | 0.0 | | 0.00 | 0.00 | 0.00 | 5.00 | 14.00 | |
| Dept Desc: MISC NONTAX | | Dept Desc: MISC NONTAX | | | | | | | | | | | | | |
| Subtotal 3 | | 378.00 | | 896.14 | 0.00 | 1220.42 | 324.28 | 26.6 | | 26.00 | 8.00 | 0.00 | 839.00 | 3830.00 | |
| Dept Desc: MISC WINE | | Dept Desc: MISC WINE | | | | | | | | | | | | | |
| Subtotal 1 | | 3.00 | | 0.00 | 0.00 | 17.97 | 17.97 | 100.0 | | 0.00 | 0.00 | 0.00 | 2.00 | 4.00 | |
| Dept Desc: WINE - 30 | | Dept Desc: WINE - 30 | | | | | | | | | | | | | |
| Subtotal 561 | | 2293.00 | | 16682.04 | 296.07 | 25455.19 | 8773.27 | 34.5 | | 8316.00 | 11.00 | 0.00 | 5482.00 | 16681.00 | |
| Total 1956 | | 19379.00 | | 196552.07 | 883.75 | 253049.63 | 56504.71 | 22.3 | | 28256.00 | 284.00 | 0.00 | 53202.00 | 160778.0 | |

Sales Item Report

Glencoe Municipal Liquor

Sorts: Department Description

5/1/2019 - 5/31/2019

6/1/2022 8:35:02 AM

Page 1

| Description 1 | | Description 2 | | Class Desc | | Item # | | Manufacturer | | Size | | Style | | Color | |
|----------------------------|----------------------------|---------------|----------|------------|----------|-----------|--------------|--------------|---------|----------|----------|---------|---------|----------|----------|
| Avg Cost | Price 1 | GP % | SaleQty | Ext Cost | Ext Disc | Sales | Gross Profit | GP % | Min Qty | On Order | QoH | PID Qty | Mtd Qty | YTD Qty | PY Qty |
| Dept Desc: BEER - 10 | | | | | | | | | | | | | | | |
| Subtotal 550 | Dept Desc: BEER - 10 | | 7817.00 | 89459.22 | 280.17 | 106472.22 | 17017.69 | 16.0 | | | 4578.00 | 127.00 | 0.00 | 24561.00 | 75632.00 |
| Dept Desc: LIQUOR - 20 | | | | | | | | | | | | | | | |
| Subtotal 542 | Dept Desc: LIQUOR - 20 | | 3852.00 | 33637.92 | 122.38 | 44892.20 | 11256.17 | 25.1 | | | 12335.00 | 110.00 | 0.00 | 16078.00 | 45657.00 |
| Dept Desc: MISC 7.375% TAX | | | | | | | | | | | | | | | |
| Subtotal 79 | Dept Desc: MISC 7.375% TAX | | 631.00 | 1957.05 | 2.00 | 2606.66 | 649.80 | 24.9 | | | 928.00 | 14.00 | 0.00 | 2798.00 | 7980.00 |
| Dept Desc: MISC BEER | | | | | | | | | | | | | | | |
| Subtotal 1 | Dept Desc: MISC BEER | | 18.00 | 0.00 | 0.00 | 252.83 | 252.83 | 100.0 | | | 0.00 | 0.00 | 0.00 | 22.00 | 40.00 |
| Dept Desc: MISC LIQUOR | | | | | | | | | | | | | | | |
| Subtotal 1 | Dept Desc: MISC LIQUOR | | 4.00 | 0.00 | 0.00 | 36.96 | 36.96 | 100.0 | | | 0.00 | 0.00 | 0.00 | 5.00 | 14.00 |
| Dept Desc: MISC NONTAX | | | | | | | | | | | | | | | |
| Subtotal 3 | Dept Desc: MISC NONTAX | | 283.00 | 721.51 | 0.00 | 968.17 | 246.66 | 25.5 | | | 26.00 | 8.00 | 0.00 | 839.00 | 3830.00 |
| Dept Desc: WINE - 30 | | | | | | | | | | | | | | | |
| Subtotal 459 | Dept Desc: WINE - 30 | | 1670.00 | 11813.05 | 223.17 | 17361.27 | 5548.46 | 32.0 | | | 6696.00 | 11.00 | 0.00 | 4575.00 | 14077.00 |
| Total 1635 | | | 14275.00 | 137588.75 | 627.72 | 172590.31 | 35008.57 | 20.3 | | | 24563.00 | 270.00 | 0.00 | 48878.00 | 147230.0 |

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Separate Agenda Items**

FUND BALANCES

| FUND # | 2022 CASH BALANCES | MONTH FEBRUARY | MONTH JANUARY | MONTH |
|---------------|---|------------------------|------------------------|-------------|
| 101 | General-Operating | \$ 1,622,521.60 | \$ 1,938,180.98 | |
| 101 | General-Childhood Intervention | \$ 886.55 | \$ 886.55 | |
| 101 | General-Crime Prevention | \$ 5,500.24 | \$ 4,660.24 | |
| 601 | Water-Operating | \$ 2,105,093.40 | \$ 2,083,191.45 | |
| 601 | Water-Water Availability Charge | \$ 564,282.96 | \$ 564,273.83 | |
| 601 | Water-Trunk Water Charge | \$ 25,232.70 | \$ 25,232.29 | |
| 601 | Water-Bonds | \$ 1,916.46 | \$ 1,916.43 | |
| 601 | Water-Construction | \$ - | \$ - | |
| 602 | W.W.T.P.-Operating | \$ 2,284,369.25 | \$ 2,314,914.47 | |
| 602 | W.W.T.P.-Sewer Availability Charge | \$ 1,096,988.98 | \$ 1,096,971.23 | |
| 602 | W.W.T.P.-Trunk Sewer Charge | \$ 128,698.82 | \$ 128,696.74 | |
| 602 | W.W.T.P.-Bonds | \$ 9,580.44 | \$ 6,180.34 | |
| 602 | W.W.T.P.-Construction | \$ - | \$ - | |
| 603 | Sanitation | \$ 14,593.91 | \$ 13,613.51 | |
| 604 | City Center-Operating | \$ (18,800.95) | \$ (6,009.60) | |
| 604 | City Center-Bonds | \$ (535,796.11) | \$ (535,787.44) | |
| 609 | Liquor Store | \$ 44,985.18 | \$ 49,295.56 | |
| 612 | Airport | \$ (62,510.16) | \$ (62,674.83) | |
| 651 | Storm Water Management | \$ 21,383.86 | \$ (2,174.79) | |
| 213 | Park Improvement | \$ 139,518.41 | \$ 139,516.15 | |
| 223 | Aquatic Center | \$ (110,537.42) | \$ (110,447.91) | |
| 223 | Aquatic Center-Lifeguard Training | \$ 1,702.43 | \$ 1,702.43 | |
| 225 | Cable TV | \$ 18,498.75 | \$ 18,548.45 | |
| 226 | Cemetery | \$ 1,035.96 | \$ 757.88 | |
| 229 | Municipal State Aid | \$ 219,572.20 | \$ 219,348.40 | |
| 230 | Engineering/Inspection Services | \$ (135,302.73) | \$ (135,300.54) | |
| 231 | American Rescue Plan | \$ - | \$ - | |
| 300 | City Sinking | \$ 37,286.92 | \$ 37,286.32 | |
| 382 | 2007 Tax Increment Bond-2007 Industrial Park | \$ (63,282.22) | \$ (63,281.20) | |
| 383 | 2014 Tax Increment Bond-West Industrial Park | \$ 47.78 | \$ 47.78 | |
| 384 | 2018 Tax Increment Bond-Panther Heights | \$ 16.70 | \$ 16.70 | |
| 409 | Tax Increment #4-Industrial Park | \$ 245,039.39 | \$ 245,035.42 | |
| 421 | Tax Increment #14-Downtown Redevelopment | \$ 45,448.54 | \$ 45,448.54 | |
| 424 | Tax Increment #17-Miller Manufacturing | \$ 31,495.15 | \$ 31,494.64 | |
| 425 | Tax Increment #18-West Industrial Park | \$ 2,677.21 | \$ 2,677.17 | |
| 426 | Tax Increment #19-Panther Heights | \$ 13,385.99 | \$ 13,385.77 | |
| 465 | 2021 Street Improvement-10th Street | \$ 113,756.15 | \$ (366,237.92) | |
| 523 | 2008 11th Street/Morningside Bond | \$ 2,645.17 | \$ 2,645.13 | |
| 524 | 2014 Street Improvement Bond | \$ (143,536.34) | \$ (143,534.02) | |
| 525 | 2015 Street Improvement Bond-Lincoln Park | \$ (20,013.22) | \$ (20,012.90) | |
| 526 | 2016 Street Improvement Bond-Armstrong Avenue | \$ 120,657.76 | \$ 120,655.81 | |
| 527 | 2017 Street Improvement Bond-Baxter Avenue | \$ 165,304.81 | \$ 165,302.13 | |
| 528 | 2018 Storm Water Improvement Bond-Central Storm Sewer | \$ 143,429.39 | \$ 143,427.07 | |
| 529 | 2021 Street Improvement Bond-10th Street | \$ 135,414.05 | \$ 135,411.86 | |
| TOTALS | | \$ 8,273,187.96 | \$ 8,105,260.12 | \$ - |

LG555 Government Approval or Acknowledgment For Use of Gambling Funds

Keep this completed form attached to the Schedule C in your organization's records.
You do not need to submit this form to the Gambling Control Board or the Department of Revenue.

Organization and Expenditure Information (attach additional sheets if necessary)

Organization name Crow River Sno Pro's License number 04900

Address PO Box 123 Hutchinson, MN 55350

1. \$ 5000 Amount of proposed lawful purpose expenditure

2. Check one expenditure category.

- ☒ **A. Contribution to a unit of government** - United States, state of Minnesota, or any of its subdivisions, agencies, or instrumentalities. NOTE: A contribution may not be made directly to a law enforcement or prosecutorial agency, such as a police department, county sheriff, or county attorney.
- ☐ **B. Wildlife management project or activity** that benefits the public at large, with approval by the DNR
- ☐ **C. Grooming and maintaining snowmobile or all-terrain vehicle trails** established under Minnesota Statute 84.83 and 84.927, including purchase or lease of equipment, with approval by DNR. All trails must be open to public use.
- ☐ **D. Supplies and materials for safety training and educational programs** coordinated by the DNR, including the Enforcement Division.
- ☐ **E. Citizen monitoring of surface water quality testing** for public waters by individuals or nongovernmental organizations, with Minnesota Pollution Control Agency (MPCA) guidance on monitoring procedures, quality assurance protocols, and data management, providing that data is submitted to the PCA.

3. Describe the proposed expenditure, including vendors.

City of Glencoe - Parks

- **NO FINANCIAL OR OTHER BENEFIT:** I affirm that the contribution or expenditure does not result in any monetary, economic, financial, or material benefit to our organization, in compliance with Minnesota Rules 7861.0320, Subpart 17C.
- **FOR DNR-RELATED PROJECTS:** I affirm that when lawful gambling funds are used for grooming and maintaining snowmobile or all-terrain vehicle trails or for any wildlife management project for which reimbursement is received from a unit of government, the reimbursement funds must be deposited in our lawful gambling account and recorded on the Schedule C report.
- **FOR SURFACE WATER QUALITY TESTING:** I affirm that MPCA guidance has been consulted in developing the monitoring plan and that the data collected will be submitted to the MPCA. Send form for signature to: Manager, Water Monitoring Section, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, MN 55155. Website is www.pca.state.mn.us.

Brian Anderson

Chief executive officer's signature

320-221-5889 6/7/21

Daytime phone number

Date

Print name Brian Anderson

Government Approval/Acknowledgment

Check one. By signature below, the representative of the unit of government:

- ☐ **Government** - acknowledges the contribution which will not be used for a pension or retirement fund.
- ☐ **Wildlife DNR** - approves the wildlife management project or activity.
- ☐ **Trails DNR** - approves the grooming/maintaining of snowmobile and/or all-terrain vehicle trails.
- ☐ **Safety training DNR** - approves the supplies/materials for DNR safety training and educational programs.
- ☐ **Water quality testing** - MPCA approves the surface water quality testing project.

Unit of Government City of Glencoe

Phone number

Address 1107 11th St

City Glencoe

State MN

Zip

Print Name Kelly Hayes

Title

City Clerk

Signature Kelly Hayes

Date

6/8/2022

Questions? Contact the Gambling Control Board at 651-639-4000. This form will be made available in alternative format (i.e. large print, Braille) upon request. The information requested on this form will become public information, when requested by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.