



Mayor: Ryan Voss
Precinct 1 Councilor: Sue Olson
Precinct 2 Councilor: Arnie Brinkmann
Precinct 3 Councilor: Paul Lemke
Precinct 4 Councilor: Cory Neid
At-Large Councilor: Allen Robeck

GLENCOE CITY COUNCIL MEETING AGENDA

September 6, 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 August 15, 2022

3. PUBLIC COMMENT (agenda items only)

4. PUBLIC HEARINGS

- A. Public Hearing on Ordinance 616 – An Ordinance Amending Section 710 of Chapter 7 of the Glencoe City Code Regulating the Storage of Firearms
- B. 2nd Reading of Ordinance 616 – City Attorney Ostlund

5. BIDS AND QUOTES

- A. Supplemental Letter Agreement with SEH for Airport Terminal Building – Administrator Larson
 - Independent Fee Estimate (IFE) – Becher Hoppe Associates, Inc.
- B. Purchase of Used Squad Car from McLeod County Sheriff's Office for School Resource Officer – Chief Padilla

6. REQUESTS TO BE HEARD

- A. Glencoe Police Department Policy Changes – Chief Padilla
 - 1. Confidential Informants/Information Policy 3.17
 - 2. Avoiding Racial Profiling Policy 3.41
- B. Light and Power Commission Appointment – Administrator Larson
- C. WAC/SAC Waiver Request from Glencoe Hotel Group, LLC – Administrator Larson

7. ITEMS FOR DISCUSSION

8. ROUTINE BUSINESS

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

9. CLOSE MEETING – Discuss Union Negotiations

10. ADJOURNMENT



GLENCOE CITY COUNCIL MEETING MINUTES

August 15, 2022 – 7:00pm

City Center Ballroom

Attendees: Ryan Voss, Sue Olson, Allen Robeck, Cory Neid, Paul Lemke, Arnold Brinkmann

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

1. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Meeting was called to order at 7:00pm with all members present.

Administering Oath of Office – Arnold Brinkmann, Precinct 2

2. CONSENT AGENDA

- A. Approve minutes of the regular meeting of August 1, 2022

Motion: Neid, seconded by Lemke. Vote 4 – 1 with Robeck voting no, motion carries.

3. PUBLIC COMMENT (agenda items only) - none

4. PUBLIC HEARINGS - none

5. BIDS AND QUOTES - none

6. REQUESTS TO BE HEARD

- A. Appoint School Resource Officer Position – Police Chief

Five applications were received for the School Resource Officer position, three internal and two external. It is the recommendation of the hiring committee to appoint Vanessa Hayden to the SRO position following the background check and psychological testing. Vanessa had worked as an SRO for GFW.

Motion: Olson, seconded by Brinkmann to hire Vanessa Hayden as the School Resource Officer. Vote 3 – 2 with Robeck and Neid voting no, motion carries.

- B. Review of City Code 710.03 – Dangerous Instrumentalities – City Attorney

The ordinance brought forth by the City Attorney, Mark Ostlund, would bring the City into compliance with State laws for regulating the storage of firearms. Ostlund is recommending holding a public hearing for the second reading of Ordinance 616 on September 6, 2022.

Motion: Lemke, seconded by Robeck to approve the first reading of Ordinance 616. Vote 4 – 1 with Robeck against, motion carries.

- C. Planning and Industrial Commission Recommendations

1. 2023 Housing Study Update Funding

Motion: Olson, seconded by Lemke to approve \$5,000 - \$7,000 for the Housing Study Funding in the 2023 budget. Vote 4 – 1 with Neid against, motion carries.

2. 2023 Oscar Olson Park Space Needs Study

Oscar Olson is more visible with approximately 5100 vehicles driving by daily. The City has received donations for adding a pickleball court and/or dog park.

3. 2023 Zoning Ordinance and Land Use Plan Update

Motion: Neid, seconded by Lemke to hold a Public Hearing on September 6, 2022 at 7:00pm or soon thereafter regarding the gun ordinance. All in favor, motion carried.

4. Request of Funding for the Southwest Initiative Foundation – City Administrator

Motion: Neid, seconded by Robeck to give a \$500 donation to the Southwest Initiative Foundation. All in favor, motion carried.

5. Resolution 2022-20 Resolution requestion Legislative Special Session – City Administrator

Motion: Lemke, seconded by Brinkmann to approve Resolution 2022-20 requestion Legislative Special Session. Vote 4 – 1 with Robeck against, motion carried.

7. ITEMS FOR DISCUSSION

A. Oak Leaf Park Campground – proposed use of sales proceeds

In 2016, a campground was constructed in Oak Leaf Park with 15 RV sites with water. 2016 proceeds were approximately \$20,000. 2020 an additional 5 camp sites were constructed. Last year there were proceeds of \$45,000 and it is projected that we will hit that mark again for 2022. \$10,000 per year has been repaid to the Park Improvement Fund. No action was taken.

8. ROUTINE BUSINES

- A. Project Updates:** Currently working on the 2022 Pavement Improvement Plan. The trail update will be started after Labor Day.
- B. Economic Development:** Working with the developer on the hotel. EDC will be going on a tour of the Wastewater Plant. An open house for the plant will be in October.
- C. Public Input**
- D. Reports**
- E. City Bills**

Motion: Neid, seconded by Robeck to pay city bills. All in favor, motion carried.

9. ADJOURNMENT

Motion: Robeck, seconded Lemke to adjourn at 8:13pm. All in favor, motion carried.

Ryan Voss, Mayor

Mark Larson, City Administrator

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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: August 26, 2022

Re: Item 4A and 4B

Item 4A: The City Council will hold a public hearing at 7:00 AM for the updated Firearms Ordinance, Number 616.

Item 4B: It is recommended to approve the second reading of the ordinance revision

ORDINANCE NO. 616

**AN ORDINANCE AMENDING SECTION 710 OF CHAPTER 7 OF THE GLENCOE CITY CODE
REGULATING THE STORAGE OF FIREARMS**

Findings and Purpose:

WHEREAS, The purpose of this section is to protect the public safety, health and welfare of the citizens of the City of Glencoe and to prevent and abate unnecessary injury or death.

WHEREAS, It is the intent of the City of Glencoe by the adoption of this Section to regulate firearms in compliance with Minnesota State law.

The City Council of Glencoe, Minnesota ordains:

Section 1: Section 710 of Chapter 7 of the Glencoe Municipal Code is hereby amended as follows:

710.03. No person except a police officer in the performance of his duty shall, within the City of Glencoe, carry any gun, pistol, or firearm, of any description, unless it is dismounted or broken apart or carried in a case in such manner that it cannot be discharged. This subdivision shall not prevent the carrying of a hand gun within the City under a permit subject to the restrictions imposed by law.

710.11. It shall be unlawful for any parent or guardian of any person under the age of 18 years knowingly to permit such person to violate any provision of this Chapter.

Section 2. Repeal. Anything contrary language to the proposed amendment is hereby repealed upon the effective date of this ordinance.

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

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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: August 26, 2022

Re: Item 5A – Supplemental Letter Agreement (SLA) with SEH for Airport Terminal Project

Item 5A – As you are aware the City of Glencoe received a \$712,500 Bi-partisan Infrastructure Law (BIL's) Grant for the replacement of the Terminal Building at Vernon Perschau Field. The City of Glencoe local share for the project will be \$38,500. It is proposed to use ARPA Airport Funds that the City received in 2021 for the City's share.

Due the requirements of the grant, the project is on a fast track to be designed, bid, and bid awarded by the end of November 2022.

Attached is the supplemental letter agreement with SEH for the design of the terminal building. An Independent Fee Estimate (IFE) has been conducted by Becher Hoppe Associates, Inc. that states that the fee being charged by SEH is within the normal ranges for this type of project. The IFE is required by the FAA on larger projects. The cost of the IFE is an eligible cost using the grant funds. Airport Engineer Adinda Van Espen with SEH will review this with the City Council on Monday night.

The Airport Commission recommended at their August meeting to have SEH design and bid the project. The first meeting with Architect Brian Bergstrom is scheduled for September 8th at 5:00 PM at the Airport.

ARCHITECT/ENGINEER AGREEMENT
Between

City of Glencoe, Minnesota

(OWNER)

and

Short Elliott Hendrickson Inc.

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this _____ day of _____, 2022, by and between the City of Glencoe, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Glencoe Municipal Airport, entitled:

2022 Airport Terminal Building (Design),

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

- ☒ 1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

- ☐ 2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14E, dated September 30, 2014, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
 - 1) Travel and subsistence.
 - 2) Computer services.

- 3) Outside professional and technical services.
 - 4) Identifiable reproduction and reprographic charges.
 - 5) Expendable field supplies and special field equipment rental.
 - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

- ☐ 3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.
 2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
 3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
 4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
 5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.

B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or

processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- ☐ \$10,000 or less
- ☐ \$10,001 to \$25,000
- ☐ \$25,001 to \$100,000 or
- ☒ \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

City of Glencoe
c/o Mark Larson, City Administrator
1107 11th Street East, Suite 107
Glencoe, MN 55336

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

City of Glencoe, MN

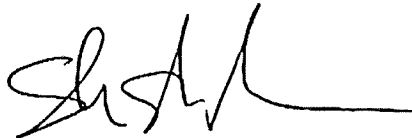
Short Elliott Hendrickson Inc.

OWNER

CONSULTANT

By

By



Attest

Attachments: A, B, C

ATTACHMENT A

PROPOSAL FOR ENGINEERING SERVICES 2022 TERMINAL BUILDING DESIGN GLENCOE MUNICIPAL AIRPORT GLENCOE, MINNESOTA

PROJECT SCOPE:

This project consists of designing a roughly 1,600 square foot new terminal building at the Glencoe Municipal Airport. The existing general aviation terminal building was built in 1970, is in overall poor condition, and needs modernization. It does not currently meet the Americans with Disabilities Act (ADA) requirements and the existing septic system needs upgrades. The new building will be relocated to the North-West to provide adequate separation from future fuel tanks. The new terminal building will use energy efficient technology (such as LED lighting and water conservation plumbing fixtures) and be ADA compliant. The need for a pilot-planning room will be evaluated. This project will also include a regulated materials assessment, an asbestos evaluation, and the design of a new septic system. Additional project elements include site preparation and the removal of the existing building. See Figure 1 for a project sketch.

SCOPE OF SERVICES:

Services to be provided include project formulation, project design, quality control review, preparation of construction bidding documents, and project management. Deliverables will include an engineer's design report, 60% plans, 90% plans, final plans, and final specifications for a potential 2023 construction project. (Construction administration services are not included in this scope.)

Specific tasks to be performed by the Consultant are as follows:

1. Project Formulation

- 1.1. *Scoping, Review and Project Coordination:* Coordinate with the Client to develop the appropriate scope of work. Work includes task definition and establishment of project goals and objectives. This task also includes stormwater management research which entails researching archives for records of previous projects at the airport to provide guidance from past stormwater management design approaches. It also includes meeting with appropriate agencies to understand stormwater design and permitting requirements and develop a suitable stormwater design scope. The scoping will include review and coordination with MnDOT, FAA, and other regulatory agencies. The scope will be updated as needed based on input received.
- 1.2. *Stakeholder Engagement:* Attend one meeting, during the design process, with project stakeholders to review building design preferences and gain feedback. This task shall account for conceptual & preliminary design of the terminal building prior to commencing to project design.
- 1.3. *Project Formulation:* Complete the project scoping and grant application, cost breakdowns, and eligibility determination. Additional coordination and administration of additional funding sources beyond Federal Funding, is not included in this scope of work.
- 1.4. *Environmental Considerations:* Prepare and submit the required categorical exclusion checklist and letter to the FAA for approval.
- 1.5. *Engineer's Design Report:* Complete the FAA required engineer's design report (EDR) per FAA requirements. An initial draft version of the EDR will be completed and sent to the FAA for review and comment. Comments provided by the FAA will be addressed and resubmitted as the final design report. The EDR will include the general project scope, site photographs, construction safety overview, environmental considerations, permitting, pavement design, drainage design, pavement markings, Disadvantaged Business Enterprise (DBE) participation, a project schedule, an Engineer's Estimate to complete the work and a preliminary project budget and planned funding sources. The EDR will also discuss what will happen with the existing facility and the implications of moving the building off-site versus demolishing the building.

- 1.6. *DBE Program and DBE Goals:* Prepare a Disadvantaged Business Enterprise (DBE) Program and project specific goals in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26.
2. Project Design:
 - 2.1. *Topographic Survey:* A comprehensive field survey will be completed to obtain topographical information including existing building corners, existing pavement, existing utilities, and relevant ground elevations. Task also includes data processing and review of the survey data.
 - 2.2. *Geotechnical Investigation:* Borings will be taken at the new building location to aid with the structural design of the building foundations. See attached scope of work from geotechnical consultant. Task includes Consultant supervision during investigation and review of the final geotechnical report.
 - 2.3. *Stormwater Modeling:* Model existing and proposed conditions at the airport to develop a hydrologic model. The model will be used to ensure the necessary volume and rate control requirements are met in the final design.
 - 2.4. *Septic System Desktop/Field Evaluation:* Complete a preliminary desktop site evaluation, conduct a field evaluation (2 trips), and prepare site and soils evaluation documentation.
 - 2.5. *Asbestos Inspection & Regulated Waste Assessment:*

Asbestos Inspection. Minn. R. 7035.0805 requires that project owners or parties authorizing the renovation or demolition of a building remove regulated materials before starting a renovation or demolition project. All items and materials removed must be properly characterized, tested, managed, and disposed of and reused or recycled in accordance with applicable standards.

SEH will provide a Minnesota Certified Asbestos Inspector to collect an estimated 30 bulk samples of potential asbestos containing material (ACM). The asbestos inspection will be conducted in accordance with Minnesota Department of Health (MDH) asbestos inspection and assessment rules (Section 4620.3460) and U.S. Environmental Protection Agency (USEPA) guidance documents. The asbestos inspection is intended to meet the requirements of the National Emission Standard for Hazardous Air Pollutants (NESHAP) Subpart M – National Emission Standard for Asbestos. The Minnesota Pollution Control Agency (MPCA) enforces the NESHAP regulation in Minnesota.

As part of the asbestos inspection, the ACM identified within the structures will be quantified and locations documented for future abatement prior to demolition.

SEH will prepare a summary report identifying ACM or potential ACM, locations, approximate quantities, a figure depicting ACM locations that were identified, and a summary of regulated materials that were identified.

Regulated Waste Assessment. SEH will complete a walk-through of the property and an inspection of the structures located on the subject property to determine the presence and location of regulated materials at the site or contained within the building materials. This assessment includes preparing an inventory of fluorescent bulbs/ballasts, mercury containing switches, CFCs, containers, and other items included in Minn. R. 7035.0805 Subp. 5. Permitted and non-permitted required confined spaces are exempted from this scope of work. SEH will prepare a summary report identifying regulated materials that were identified. If peeling paint is identified during the assessment up to 2 paint samples will be collected and analyzed for lead. Our proposal also includes collection of 1 caulk sample for analyses for polychlorinated biphenyls (PCBs).

Limitations. In any building the potential exists for hazardous material to be located inside walls, above ceilings, under floors, buried underground, and other inaccessible areas. This inspection will attempt to identify hazardous material in these inaccessible areas. However, it is not feasible to inspect 100 percent of these areas. Therefore, SEH cannot be held responsible for the presence of any such hidden materials. Demolition and other contractors involved in the project should be made aware of this potential. If previously unidentified suspect hazardous material is exposed during their activities, they should be sampled and analyzed for content prior to any disturbance.

Sampling of materials for asbestos content involves the collection of a small piece of that material. Some damage is inevitable. However, every effort will be made to limit cuts and holes to discreet locations. Our representative will not be responsible for repairing materials damaged during sampling. SEH has assumed no roofing materials will be sampled at the time of the inspection.

- 2.6. *Construction Safety Plan / Airspace Analysis:* Prepare a construction safety and phasing plan, as well as a construction safety plan narrative, for the project and submit to the FAA. This plan and analysis are required to be completed to proceed with construction.
- 2.7. *Detailed Design:* The option selected in Stakeholder Engagement will be the basis moving forward in Detailed Design. Detailed design includes site preparation, civil site work, erosion control landscaping, the terminal building structure, including structural, architectural, electrical, mechanical, and plumbing design, onsite stormwater management to meet the required stormwater rules, and septic system design. Civil site design will be based on as-built drawings, survey information, soil boring/geotechnical report data and surface drainage analysis. The septic system design will be based on field data. Subsurface sewage treatment systems (SSTS) design forms and necessary permit applications will be prepared and submitted to the necessary agencies. SEH will complete a detailed design for the structural elements of the project. The associated design of major structural elements included in this task includes floor slab design, roof framing design, and design loads for precast walls, roof, and foundation elements. SEH will complete a detailed design for the mechanical and electrical elements of the project. The associated design will include plumbing, HVAC, and electrical elements.
- 2.8. *Construction Plan Sheets:*
 - 2.8.1. *60% Plan Sheets:* Preparation of 60% construction drawings.
Upon completion of the 60% design, all disciplines will be released to proceed with 90% design. No significant changes to the programming shall occur. This includes mechanical, structural, electrical, architectural, and civil design.
 - 2.8.2. *90% Plan Sheets:* Preparation of 90% construction drawings.
 - 2.8.3. *Final Construction Plan Sheets:* Preparation of construction drawings consisting of approximately the following plan sheets.
 - Title Sheet
 - Construction Safety and Phasing Plan
 - Statement of Estimated Quantities
 - SWPPP
 - Erosion Control Plan and Details
 - Stormwater Design Plan and Details
 - Typical Sections
 - Civil Site Grading Plan
 - Architecture / Structural
 - Floor, Ceiling and Roof Plans
 - Foundation Plans and Details
 - Roof Framing Plans and Details
 - Exterior Building Elevations
 - Walls Sections
 - Interior Elevations, and Finish Schedules
 - Plumbing
 - Sanitary, Waste, and Vent Plans including below grade and above grade sanitary piping and plumbing vent piping. This includes SSTS plans.
 - Domestic water and gas plans including above grade domestic cold water, hot water, and recirculated hot water as well as propane distribution piping.
 - HVAC
 - Heating, Ventilation, and Air Conditioning (HVAC) plans for the building.
 - Enlarged scale mechanical room HVAC plans as well as sections and isometrics.

- Electrical
 - Lighting plans including interior and exterior lighting layouts.
 - Power plans showing receptacles, equipment connections, and electrical service and panel locations.
 - Power Distribution including One-line Diagram
 - Data/Communications systems plans to include Fire Alarm System and Data/Communications and security outlet and rack locations.
 - Electrical Site plans with utility transformer and power and communications service conduit provisions.
 - Representative Sections and Details
 - Standard Plates
 - Construction Notes including material strengths and grades and geotechnical criteria
3. Quality Control Review:
- 3.1. *Quantity Calculations and Engineer and Architectural Estimate:* Calculate final quantities for use in the bid package. A final engineer's estimate using these quantities is also included.
 - 3.2. *Quality Control Review:* Quality control review of the project drawings and specifications as well as quantity determination and engineer and architectural estimate. This task includes the time required to perform the review, internal meetings, and coordination with the Owner, FAA, MnDOT, and other regulatory agencies and utilities, as needed.
4. Construction Bidding Documents:
- 4.1. *Construction Bidding Documents:* Prepare a bid proposal project manual consisting of a table of contents, advertisement for bids, proposal documents, bid form, state and federal requirements, wage rates, technical specifications, and special provisions. **The basis of this proposal is assuming one bid proposal package for all the work items necessary to complete the project.**
 - 4.2. *Bidding Services:* The design team will take questions from contractors throughout the bidding process and if needed, will clarify questions with an addendum.
 - 4.3. *Bid Opening:* Coordinate advertisement and virtual opening of the contractor bids.
 - 4.4. *Bid Review and Recommendation:* After bids are opened, engineer will review for completed bids, develop a bid tab for bid comparison, and make a contractor recommendation to the Owner for award of the bid.
5. Project Management:
- 5.1. *Overall Project Management:* Overall administration of the project, including internal and external meetings, review of design data and deliverables, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required.
 - 5.2. *Subconsultant Coordination:* Scheduling, coordination and administration, and review of subconsultant deliverables, including subcontracts, reports, design data, and pay applications.

Subconsultants performing work under this proposal include the following:

1. Braun Intertec: Geotechnical investigation will be performed by Braun Intertec.

PROJECTED SUBMITTAL DATES:

The anticipated submittal dates are:

August 2022	Conceptual Design Meeting
September 23, 2022	60% Submittal
October 14, 2022	90% Submittal
October 28, 2022	Issued for Bid Submittal
November 1, 2022	Advertise for Bid
November 23, 2022	Bid Opening
November 28, 2022	Contract Award Recommendation
November 30, 2022	Final Grant Request Application Submittal to FAA

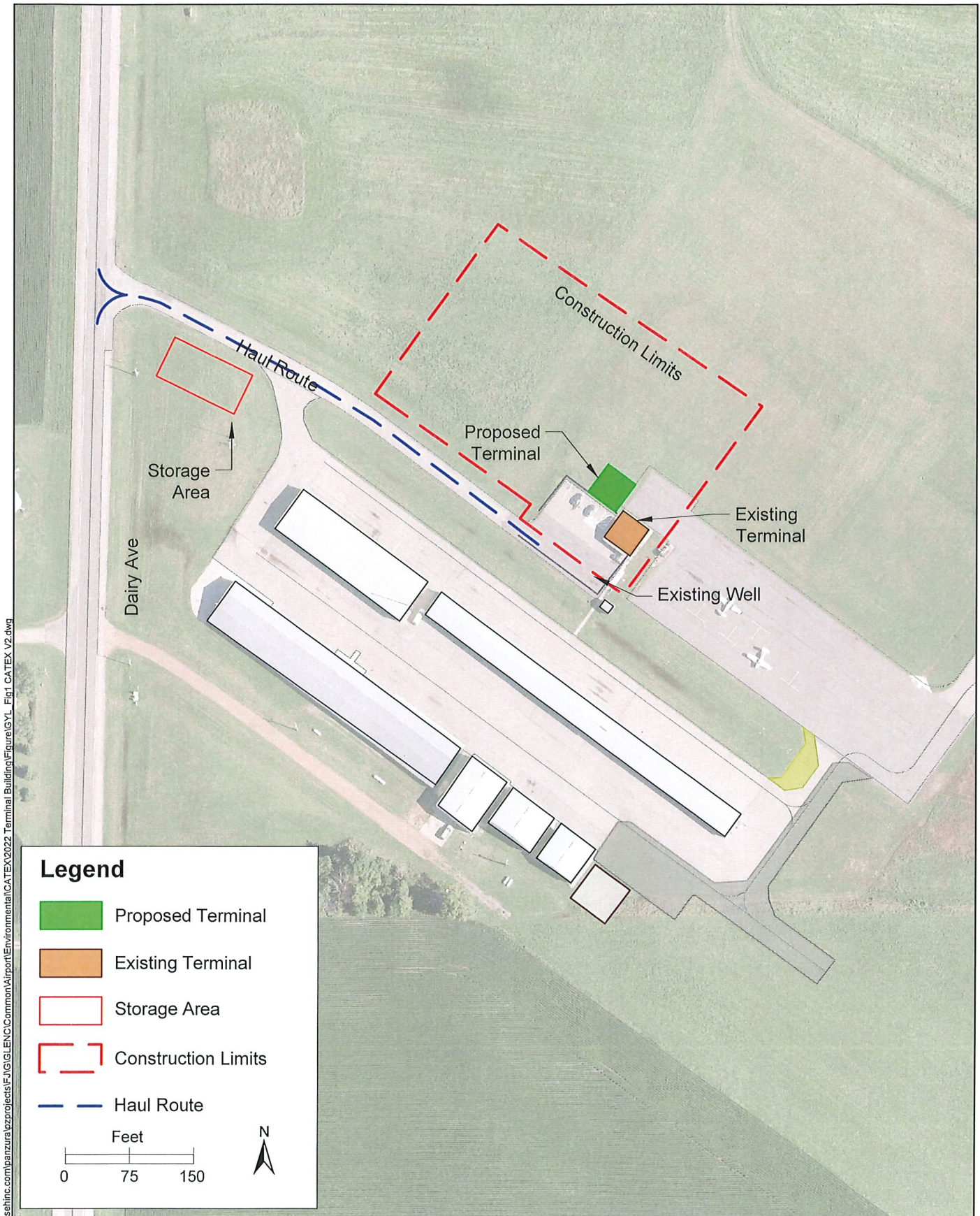


Terminal Building Project

Glencoe Municipal Airport
Glencoe, Minnesota

Figure 1

CatEx
08/2022; Common



ESTIMATED FEES AND EXPENSES
ATTACHMENT B
2022 Airport Terminal Building Design
Glencoe Municipal Airport

Task No.	Task Description	Principal	Project Manager	Project Engineer	Senior Civil Engineer	Structural Engineer	Senior Environmental Scientist	Water Resources Engineer	Electrical Engineer	Mechanical Engineer	Architect	Landscape Architect	Survey Crew Chief	Senior Technician	Administrative Assistant
Project Formulation															
1.1	Scoping, Review and Project Coordination	2	6	4				2	2			2			
1.2	Stakeholder Engagement		6	8							8				
1.3	Project Formulation		4	8							4			4	
1.4	Environmental Considerations		2				6							2	
1.5	Initial Design Scope		4	16					2		2			2	
1.6	DSE Program and DSE Goals		1												6
Project Design															
2.1	Topographic Survey		1	2									12	2	
2.2	Geotechnical Investigation		4		2	2									
2.3	Stormwater Modeling							4							
2.4	Sanitary System Design / Field Evaluation				12										
2.5	Asbestos Inspection & Regulated Waste Assessment						24							4	
2.6	Construction Safety Plan / Airspace Analysis		1	2				2	8		12	2			
2.7	Detailed Design		8	64	10	8									
2.8	Construction Plan Sheets														
2.8.1	60% Plan Sheets		2	8		4			8	24	6			72	
2.8.2	90% Plan Sheets		2	48	1	4		2	8	8	6	1		64	
2.8.3	Final Construction Plan Sheets		2	20	1	2		2	6	8	4	1		36	
Quality Control Review															
3.1	Quantity Calculations and Engineer and Architectural Estimate	4	2	6		6		2	6		4			4	
3.2	Quality Control Reviews														
4.1	Construction Bidding Documents							2							4
4.2	Bidding Services		6	24							4				
4.3	Bid Opening		2	4		4				6	4				
4.4	Bid Review and Recommendation	1	2	2											2
Project Management															
5.1	Project Management	2	32	4		4					4				1
5.2	Subcontractor Coordination		8	4											
Total hours per labor category		9	103	222	26	34	30	16	40	48	58	6	12	190	2

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Principal	9	\$79,17	\$712.53
Project Manager	103	\$57.85	\$5,968.55
Project Engineer	222	\$42.89	\$9,477.18
Senior Civil Engineer	26	\$57.29	\$1,489.54
Structural Engineer	34	\$58.13	\$1,976.42
Senior Environmental Scientist	30	\$58.61	\$1,758.30
Water Resources Engineer	16	\$67.76	\$1,084.16
Electrical Engineer	40	\$57.23	\$2,289.20
Mechanical Engineer	48	\$44.23	\$2,123.04
Architect	58	\$55.07	\$3,194.06
Landscape Architect	6	\$55.37	\$338.22
Survey Crew Chief	42	\$59.15	\$2,489.50
Senior Technician	190	\$39.59	\$7,464.66
Administrative Assistant	17	\$32.45	\$551.65

Total Direct Labor Costs: 811
 Salary Overhead (34%) \$38,977.81
 General and Administrative Overhead (138%) \$13,252.06
 \$53,706.98

Total Labor Costs \$105,856.45

Fee (15%) \$16,878.47

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Equipment Usage	811	\$5.60	\$4,703.80
Travel - Mileage	560	\$0.62	\$341.00
Survey GPS	12	\$40.00	\$480.00
Geotechnical Evaluation - Brain Interac	1	\$5,990.00	\$5,990.00
Laboratory Testing - Asbestos	1	\$575.00	\$575.00
Reproductions / Miscellaneous	1	\$350.00	\$350.00

Total Expenses \$12,439.80

Total (Labor Costs + Fee + Expenses) \$134,174.72

SUMMARY:

Estimated Total \$134,100.00

July 20, 2022

Proposal QTB162685

Adinda Van Espen, PE
SEH, Inc.
3535 Vadnais Center Drive
Saint Paul, MN 55110

Re: Proposal for a Geotechnical Evaluation
Proposed New Terminal Building
Glencoe Municipal Airport
9902 Dairy Avenue
Glencoe, Minnesota

Dear Adinda:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed terminal building project at the referenced site.

Project Information

Per our correspondence with you, we understand the proposed project will include the construction of a new terminal building. Design details of the building are unknown at this time, but we understand it will have an approximate footprint of 1,600 square feet. We assume the building will be a single-story, slab-on-grade building supported on spread footing foundations. The new terminal building is planned to be located north of the existing terminal building. We understand the locations of the soil borings will be selected and surveyed by SEH.

Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations, evaluate their impact on the project, and provide geotechnical recommendations for the design and construction of the terminal building.

Scope of Services

We propose the following tasks to help achieve the stated purpose. If we encounter unfavorable or unforeseen conditions during the completion of our tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming our services.

Site Access

Based on aerial photographs and your description, it appears that the site is accessible to a truck or floatation-tire mounted drill rig. We assume there will be no cause for delays in accessing the exploration locations. We are not including debris or obstruction removal, grading of navigable paths, or snow plowing.

AA/EOE

SEH will stake prospective subsurface exploration locations and obtain surface elevations at those locations. Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Our drilling activities may also impact the vegetation and may rut the surface to access boring locations. Restoration of vegetation and turf is not part of our scope of services.

Utility Clearance

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification of the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You, or your authorized representative, are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

Penetration Test Borings

We propose to drill 3 standard penetration test borings for the new terminal building, extending each to a depth of 20 feet. We will perform standard penetration tests at 2 1/2-foot vertical intervals to a depth of 15 feet and at 5-foot vertical intervals at greater depths.

If the borings encounter groundwater during or immediately after drilling each boring, we will record the observed depth on the boring logs.

If the intended boring depths do not extend through unsuitable material, we will extend the borings at least 5 feet into suitable material at greater depths. The additional information will help evaluate such issues as excavation depth, consolidation settlement, and foundation alternatives, among others. If we identify a need for deeper (or additional) borings, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

MDH Sealing Record

We are planning the deepest borings to be at least 15 feet and less than 25 feet. Therefore, the Minnesota Statutes require us to complete a Sealing Record after our completion of the borings. Our proposal includes the fees for the Minnesota Department of Health (MDH) Sealing Record.

In the event we extend our borings to a depth of 25 feet or greater, the MDH requires us to complete and submit a Sealing Notification Form for the project. The submission of the Sealing Notification Form will require a signature from the property owner (or agent). If we extend our borings to a depth of 25 feet or greater, we will forward on to you a copy of the form for signature and increase our total fees by \$100.

Borehole Abandonment

We will backfill our exploration locations immediately after completing the drilling at each location. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we will seal 60 linear feet of borings with grout.

Over time, subsidence of borehole backfill may occur, requiring releveling of surface grades. We are not assuming responsibility for re-leveling after we complete our fieldwork.

Sample Review and Laboratory Testing

Recovered samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform moisture and organic content tests, mechanical analyses (through a #200 sieve only), and an Atterberg limits test. We will adjust the actual number and type of tests based on the results of our borings.

Engineering Analyses

We will use data obtained from the subsurface exploration and laboratory tests to evaluate the subsurface profile and groundwater conditions, and to perform engineering analyses related to pavement design and performance.

Report

We will prepare a report including:

- A sketch showing the exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing structure and pavement subgrades, including excavation support, and the selection, placement and compaction of excavation backfill and structural fill.
- Recommendations for the design of spread footing foundations and slabs.

We will only submit an electronic copy of our report to you unless you request otherwise. At your request, we can also send the report to additional project team members.

Schedule

We anticipate performing our work according to the following schedule.

- Drill rig mobilization – within about 4 weeks following receipt of written authorization
- Field exploration – 1 day on site to complete the work
- Classification and laboratory testing – within 2 weeks after completion of field exploration
- Preliminary results – within 1 week after completion of field exploration

- Final report submittal – within 4 weeks after completion of field exploration

If we cannot complete our proposed scope of services according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

Fees

We will furnish the services described in this proposal for a lump sum fee of \$5,990. Please note that our drilling/field services were budgeted to occur within our normal work hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs. Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

We will provide our services under the terms of the Master Subcontract Agreement dated July 2, 2008.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Aaron Tast at 320.980.3504 or Colin Anderson at 320.305.0628.

Sincerely,

BRAUN INTERTEC CORPORATION



Colin L. Anderson, PE
Project Engineer



Steven A. Thayer, PE
Business Unit Manager, Senior Engineer

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

ATTACHMENT C

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

A1.1.1 RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201*et seq.*).

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold

Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



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715-845-8000 | becherhoppe.com

August 29, 2022

City of Glencoe
1107 11th Street East, Suite 107
Glencoe, MN 55336
Attn: Mark Larson, City Administrator

Via Email: mlarson@ci.glencoe.mn.us

Subject: Independent Fee Estimate for Design, Construction Documents, and Bidding Services
Airport Terminal Building
Glencoe Municipal Airport (GYL)

Dear Mr. Larson:

Thank you for the opportunity to provide services to the City of Glencoe. Becher Hoppe has completed an Independent Fee Estimate for the subject project per the Agreement dated August 22, 2022. Deliverables include this letter and attachments.

Becher-Hoppe Associates, Inc. was not considered in competition for these Professional Services and has no interest in the construction of these facilities. Becher-Hoppe Associates, Inc. has been actively involved in the design and construction of aviation facilities in the State of Wisconsin for over 65 years and is very familiar with the processes and requirements of the Federal Aviation Administration regarding grant funding and the associated Sponsor Assurances.

Becher-Hoppe evaluated the consultant's Scope of Work for the subject project, included as Attachment A. Based on this scope, an estimated level of effort by employee labor classification for each task was developed. The estimated fee range for the Scope of Work is \$114,900 to \$140,500. Please see Attachment B for task level estimates of labor and total fee estimate.

If you have any questions, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Van Natta", with a stylized flourish at the end.

Randy Van Natta, PE
Senior Consultant

RWW/

CC: Jon Jerabek, Assistant City Administrator

Attachments: Attachment A – Consultant Scope of Work
Attachment B – Estimated Effort and Fee

ATTACHMENT A

PROPOSAL FOR ENGINEERING SERVICES 2022 TERMINAL BUILDING DESIGN GLENCOE MUNICIPAL AIRPORT GLENCOE, MINNESOTA

PROJECT SCOPE:

This project consists of designing a roughly 1,600 square foot new terminal building at the Glencoe Municipal Airport. The existing general aviation terminal building was built in 1970, is in overall poor condition, and needs modernization. It does not currently meet the Americans with Disabilities Act (ADA) requirements and the existing septic system needs upgrades. The new building will be relocated to the North-West to provide adequate separation from future fuel tanks. The new terminal building will use energy efficient technology (such as LED lighting and water conservation plumbing fixtures) and be ADA compliant. The need for a pilot-planning room will be evaluated. This project will also include a regulated materials assessment, an asbestos evaluation, and the design of a new septic system. Additional project elements include site preparation and the removal of the existing building. See Figure 1 for a project sketch.

SCOPE OF SERVICES:

Services to be provided include project formulation, project design, quality control review, preparation of construction bidding documents, and project management. Deliverables will include an engineer's design report, 60% plans, 90% plans, final plans, and final specifications for a potential 2023 construction project. (Construction administration services are not included in this scope.)

Specific tasks to be performed by the Consultant are as follows:

1. Project Formulation

- 1.1. *Scoping, Review and Project Coordination:* Coordinate with the Client to develop the appropriate scope of work. Work includes task definition and establishment of project goals and objectives. This task also includes stormwater management research which entails researching archives for records of previous projects at the airport to provide guidance from past stormwater management design approaches. It also includes meeting with appropriate agencies to understand stormwater design and permitting requirements and develop a suitable stormwater design scope. The scoping will include review and coordination with MnDOT, FAA, and other regulatory agencies. The scope will be updated as needed based on input received.
- 1.2. *Stakeholder Engagement:* Attend one meeting, during the design process, with project stakeholders to review building design preferences and gain feedback. This task shall account for conceptual & preliminary design of the terminal building prior to commencing to project design.
- 1.3. *Project Formulation:* Complete the project scoping and grant application, cost breakdowns, and eligibility determination. Additional coordination and administration of additional funding sources beyond Federal Funding, is not included in this scope of work.
- 1.4. *Environmental Considerations:* Prepare and submit the required categorical exclusion checklist and letter to the FAA for approval.
- 1.5. *Engineer's Design Report:* Complete the FAA required engineer's design report (EDR) per FAA requirements. An initial draft version of the EDR will be completed and sent to the FAA for review and comment. Comments provided by the FAA will be addressed and resubmitted as the final design report. The EDR will include the general project scope, site photographs, construction safety overview, environmental considerations, permitting, pavement design, drainage design, pavement markings, Disadvantaged Business Enterprise (DBE) participation, a project schedule, an Engineer's Estimate to complete the work and a preliminary project budget and planned funding sources. The EDR will also discuss what will happen with the existing facility and the implications of moving the building off-site versus demolishing the building.

- 1.6. *DBE Program and DBE Goals:* Prepare a Disadvantaged Business Enterprise (DBE) Program and project specific goals in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26.
2. Project Design:
 - 2.1. *Topographic Survey:* A comprehensive field survey will be completed to obtain topographical information including existing building corners, existing pavement, existing utilities, and relevant ground elevations. Task also includes data processing and review of the survey data.
 - 2.2. *Geotechnical Investigation:* Borings will be taken at the new building location to aid with the structural design of the building foundations. See attached scope of work from geotechnical consultant. Task includes Consultant supervision during investigation and review of the final geotechnical report.
 - 2.3. *Stormwater Modeling:* Model existing and proposed conditions at the airport to develop a hydrologic model. The model will be used to ensure the necessary volume and rate control requirements are met in the final design.
 - 2.4. *Septic System Desktop/Field Evaluation:* Complete a preliminary desktop site evaluation, conduct a field evaluation (2 trips), and prepare site and soils evaluation documentation.
 - 2.5. *Asbestos Inspection & Regulated Waste Assessment:*

Asbestos Inspection. Minn. R. 7035.0805 requires that project owners or parties authorizing the renovation or demolition of a building remove regulated materials before starting a renovation or demolition project. All items and materials removed must be properly characterized, tested, managed, and disposed of and reused or recycled in accordance with applicable standards.

SEH will provide a Minnesota Certified Asbestos Inspector to collect an estimated 30 bulk samples of potential asbestos containing material (ACM). The asbestos inspection will be conducted in accordance with Minnesota Department of Health (MDH) asbestos inspection and assessment rules (Section 4620.3460) and U.S. Environmental Protection Agency (USEPA) guidance documents. The asbestos inspection is intended to meet the requirements of the National Emission Standard for Hazardous Air Pollutants (NESHAP) Subpart M – National Emission Standard for Asbestos. The Minnesota Pollution Control Agency (MPCA) enforces the NESHAP regulation in Minnesota.

As part of the asbestos inspection, the ACM identified within the structures will be quantified and locations documented for future abatement prior to demolition.

SEH will prepare a summary report identifying ACM or potential ACM, locations, approximate quantities, a figure depicting ACM locations that were identified, and a summary of regulated materials that were identified.

Regulated Waste Assessment. SEH will complete a walk-through of the property and an inspection of the structures located on the subject property to determine the presence and location of regulated materials at the site or contained within the building materials. This assessment includes preparing an inventory of fluorescent bulbs/ballasts, mercury containing switches, CFCs, containers, and other items included in Minn. R. 7035.0805 Subp. 5. Permitted and non-permitted required confined spaces are exempted from this scope of work. SEH will prepare a summary report identifying regulated materials that were identified. If peeling paint is identified during the assessment up to 2 paint samples will be collected and analyzed for lead. Our proposal also includes collection of 1 caulk sample for analyses for polychlorinated biphenyls (PCBs).

Limitations. In any building the potential exists for hazardous material to be located inside walls, above ceilings, under floors, buried underground, and other inaccessible areas. This inspection will attempt to identify hazardous material in these inaccessible areas. However, it is not feasible to inspect 100 percent of these areas. Therefore, SEH cannot be held responsible for the presence of any such hidden materials. Demolition and other contractors involved in the project should be made aware of this potential. If previously unidentified suspect hazardous material is exposed during their activities, they should be sampled and analyzed for content prior to any disturbance.

- Sampling of materials for asbestos content involves the collection of a small piece of that material. Some damage is inevitable. However, every effort will be made to limit cuts and holes to discreet locations. Our representative will not be responsible for repairing materials damaged during sampling. SEH has assumed no roofing materials will be sampled at the time of the inspection.
- 2.6. *Construction Safety Plan / Airspace Analysis:* Prepare a construction safety and phasing plan, as well as a construction safety plan narrative, for the project and submit to the FAA. This plan and analysis are required to be completed to proceed with construction.
 - 2.7. *Detailed Design:* The option selected in Stakeholder Engagement will be the basis moving forward in Detailed Design. Detailed design includes site preparation, civil site work, erosion control landscaping, the terminal building structure, including structural, architectural, electrical, mechanical, and plumbing design, onsite stormwater management to meet the required stormwater rules, and septic system design. Civil site design will be based on as-built drawings, survey information, soil boring/geotechnical report data and surface drainage analysis. The septic system design will be based on field data. Subsurface sewage treatment systems (SSTS) design forms and necessary permit applications will be prepared and submitted to the necessary agencies. SEH will complete a detailed design for the structural elements of the project. The associated design of major structural elements included in this task includes floor slab design, roof framing design, and design loads for precast walls, roof, and foundation elements. SEH will complete a detailed design for the mechanical and electrical elements of the project. The associated design will include plumbing, HVAC, and electrical elements.
 - 2.8. *Construction Plan Sheets:*
 - 2.8.1. *60% Plan Sheets:* Preparation of 60% construction drawings.

Upon completion of the 60% design, all disciplines will be released to proceed with 90% design. No significant changes to the programming shall occur. This includes mechanical, structural, electrical, architectural, and civil design.
 - 2.8.2. *90% Plan Sheets:* Preparation of 90% construction drawings.
 - 2.8.3. *Final Construction Plan Sheets:* Preparation of construction drawings consisting of approximately the following plan sheets.
 - Title Sheet
 - Construction Safety and Phasing Plan
 - Statement of Estimated Quantities
 - SWPPP
 - Erosion Control Plan and Details
 - Stormwater Design Plan and Details
 - Typical Sections
 - Civil Site Grading Plan
 - Architecture / Structural
 - Floor, Ceiling and Roof Plans
 - Foundation Plans and Details
 - Roof Framing Plans and Details
 - Exterior Building Elevations
 - Walls Sections
 - Interior Elevations, and Finish Schedules
 - Plumbing
 - Sanitary, Waste, and Vent Plans including below grade and above grade sanitary piping and plumbing vent piping. This includes SSTS plans.
 - Domestic water and gas plans including above grade domestic cold water, hot water, and recirculated hot water as well as propane distribution piping.
 - HVAC
 - Heating, Ventilation, and Air Conditioning (HVAC) plans for the building.
 - Enlarged scale mechanical room HVAC plans as well as sections and isometrics.

- Electrical
 - Lighting plans including interior and exterior lighting layouts.
 - Power plans showing receptacles, equipment connections, and electrical service and panel locations.
 - Power Distribution including One-line Diagram
 - Data/Communications systems plans to include Fire Alarm System and Data/Communications and security outlet and rack locations.
 - Electrical Site plans with utility transformer and power and communications service conduit provisions.
 - Representative Sections and Details
 - Standard Plates
 - Construction Notes including material strengths and grades and geotechnical criteria
3. Quality Control Review:
- 3.1. *Quantity Calculations and Engineer and Architectural Estimate:* Calculate final quantities for use in the bid package. A final engineer's estimate using these quantities is also included.
 - 3.2. *Quality Control Review:* Quality control review of the project drawings and specifications as well as quantity determination and engineer and architectural estimate. This task includes the time required to perform the review, internal meetings, and coordination with the Owner, FAA, MnDOT, and other regulatory agencies and utilities, as needed.
4. Construction Bidding Documents:
- 4.1. *Construction Bidding Documents:* Prepare a bid proposal project manual consisting of a table of contents, advertisement for bids, proposal documents, bid form, state and federal requirements, wage rates, technical specifications, and special provisions. **The basis of this proposal is assuming one bid proposal package for all the work items necessary to complete the project.**
 - 4.2. *Bidding Services:* The design team will take questions from contractors throughout the bidding process and if needed, will clarify questions with an addendum.
 - 4.3. *Bid Opening:* Coordinate advertisement and virtual opening of the contractor bids.
 - 4.4. *Bid Review and Recommendation:* After bids are opened, engineer will review for completed bids, develop a bid tab for bid comparison, and make a contractor recommendation to the Owner for award of the bid.
5. Project Management:
- 5.1. *Overall Project Management:* Overall administration of the project, including internal and external meetings, review of design data and deliverables, coordination of plan and specification review with the Owner, MnDOT Office of Aeronautics, FAA, and other regulatory agencies as required.
 - 5.2. *Subconsultant Coordination:* Scheduling, coordination and administration, and review of subconsultant deliverables, including subcontracts, reports, design data, and pay applications.

Subconsultants performing work under this proposal include the following:

- 1. Braun Intertec: Geotechnical investigation will be performed by Braun Intertec.

PROJECTED SUBMITTAL DATES:

The anticipated submittal dates are:

August 2022	Conceptual Design Meeting
September 23, 2022	60% Submittal
October 14, 2022	90% Submittal
October 28, 2022	Issued for Bid Submittal
November 1, 2022	Advertise for Bid
November 23, 2022	Bid Opening
November 28, 2022	Contract Award Recommendation
November 30, 2022	Final Grant Request Application Submittal to FAA

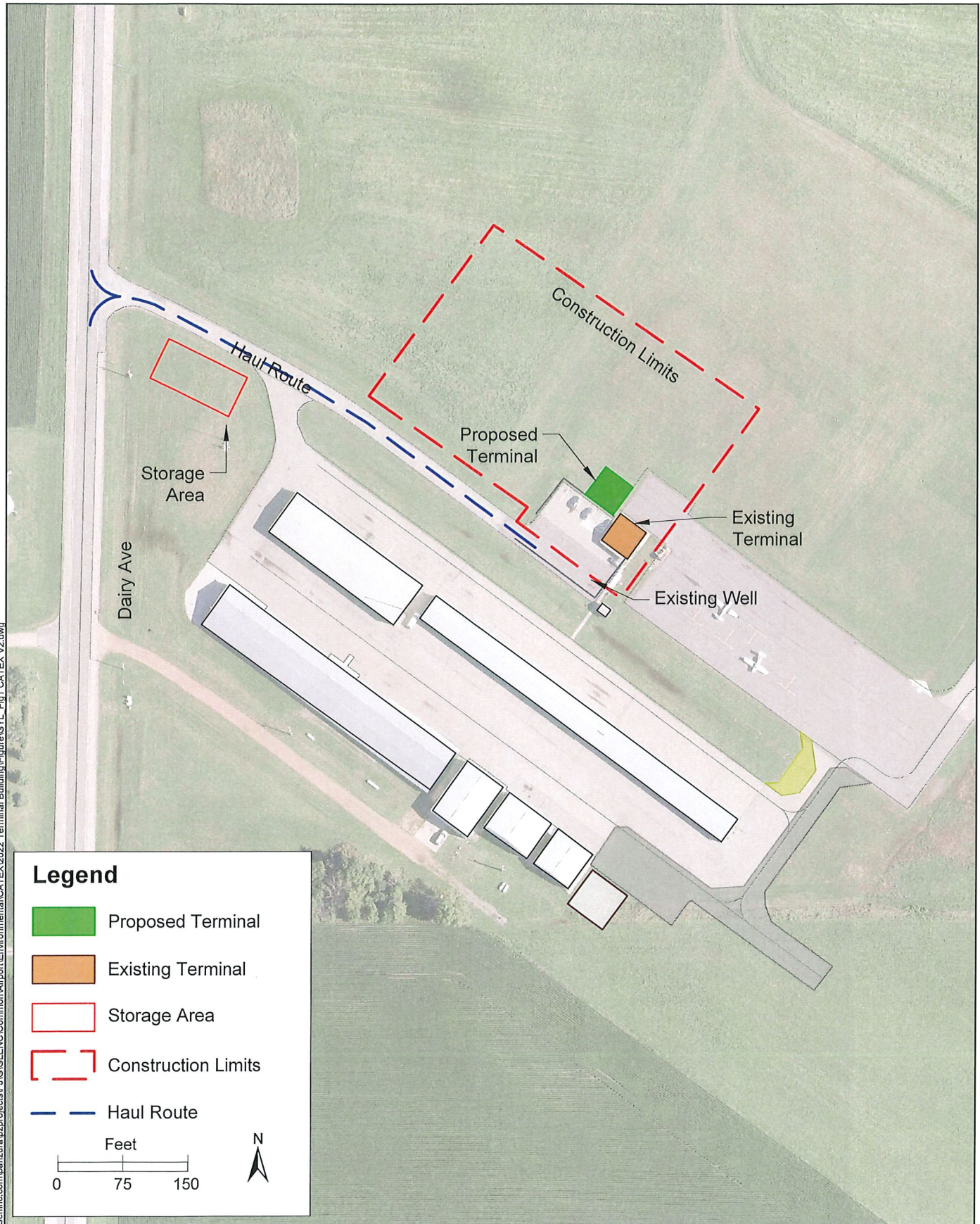


Terminal Building Project

Glencoe Municipal Airport
Glencoe, Minnesota

Figure 1

CatEx
08/2022; Common



ESTIMATED FEES AND EXPENSES
ATTACHMENT B
2022 Airport Terminal Building Design
Glencoe Municipal Airport

Task No.	Task Description	Principal	Project Manager	Project Engineer	Senior Civil Engineer	Structural Engineer	Senior Environmental Scientist	Water Resources Engineer	Electrical Engineer	Mechanical Engineer	Architect	Landscape Architect	Survey Crew Chief	Senior Technician	Administrative Assistant
1.1	Scoping, Review and Project Coordination	2	20					8			18			16	2
1.2	Stakeholder Engagement - Mtg at Airport		6												
1.3	Project Formulation		8	8										6	
1.4	Environmental Considerations - Cat Ex						24				4			12	1
1.5	Engineer's Design Report	4	4	24	8		4								
1.6	DBE Program and DBE Goals	1	1	2											
2.1	Topographic Survey - Site Visit			1									8		
2.2	Geotechnical Investigation - Site Visit			8											
2.3	Stormwater Modeling							8							
2.4	Septic System Design / Field Evaluation - 2 site visits									16					
2.5	Asbestos Insp. & Regulated Waste Assessment - Site Visit						12								
2.6	Asbestos Insp. & Regulated Waste Assessment - Site Visit														
2.7	Outdated Design Safety Plan / Airspace Analysis		2	16											
2.8	Construction Plan Sheets			24	8	32			12	12	24	8		12	
2.8.1	60% Plan Sheets				4	4			4	4	8			432	
2.8.2	90% Plan Sheets				4	4			4	4	4			50	
2.8.3	Final Construction Plan Sheets				1	1			4	2	1			20	
2.8.4	Quality Control Review			2											
3.1	Quantity Calculations and Engineer and Architectural Estimate	1	1	4	1	1	1		1	1	2				
3.2	Quality Control Reviews			2	1	1									
4.1	Construction Bidding Documents			4	2	2		2	2	2	4	1		4	
4.2	Bidding Services			4											
4.3	Bit Opening - Virtual			4											
4.4	Bit Review and Recommendation			2											2
5.1	Project Management														
5.2	Site Construction		8												
5.3	Site Construction		2												
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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: August 26, 2022

Re: Item 5B – Purchase Used Squad from McLeod County

Item 5B – Chief Padilla is recommending the purchase of a used Squad Car from McLeod County for the School Resource Officer (SRO).

He is recommending using crime prevention funds and the proceeds from the sale of two vehicles to pay for the purchase. The two vehicles that he was looking at from forfeitures required too much in repairs to use them for the SRO.

Glencoe Police Department

Memo

To: Glencoe City Council

From: Tony Padilla- Chief of Police

cc:

Date: August 25, 2022

Re: Purchase of used squad car from McLeod County Sheriff's Office

Glencoe Police Department is looking for a squad car to be used by the School Resource Officer. (SRO) We were looking at making one of the current forfeited vehicles we have in our possession as the SRO car. We also asked MCSO if they had any "equipped" squads they were getting ready to get rid of. McLeod County Sheriff's Office (MCSO) stated they are getting ready to sell two of their used squads.

MCSO has a 2017 Ford Explorer with 134,000 miles on it. MCSO stated they would sell Glencoe Police Department the vehicle for \$7,000 (pending approval) The vehicle is equipped with a cage, light bar, siren box, bull horn, and computer stand.

Glencoe Police Department currently has \$2400.00 in our forfeiture account. The forfeiture account is funded by vehicles that have been forfeited by drivers that have violated the law. We have approximately 13 vehicles in our possession going through the legal process. Two of the forfeited vehicles a 2015 Chrysler 200 and a 2007 Jeep Liberty will be auctioned off soon. Based on the sale of those two vehicles I believe we would be able to make up the \$4600 remaining to purchase the MCSO vehicle. If we can't cover the remaining \$4600 in the sale of those two vehicles, any forfeited vehicle sold proceeds would go to the City until the \$7,000 was paid in full.



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: August 26, 2022

Re: Item 6A – Police Department Policies required by POST

Item 6A1 – Police Chief Padilla will review Policy 3.17 - Confidential Informants/
Information Policy.

Item 6A2 - Police Chief Padilla will review Policy 3.41 - Avoiding Racial Profiling Policy.

Glencoe Police Department

Memo

To: Glencoe City Council

From: Tony Padilla- Chief of Police

cc:

Date: August 25, 2022

Re: Policy Updates

Glencoe Police Department (GPD) just received an email from the MN Police Officers Standards and Training (POST) Board stating they had just adopted the following policies. POST stated that our department must have an identical or substantially similar policy. Attached are the new policies on Racial Profiling Policy (MN Statute 626.8471) and Confidential Informant Policy (MN Statute 626.8476)

GLENCOE POLICE DEPARTMENT
POLICIES / RULES / PROCEDURES

POLICY NUMBER: **3.17**

POLICY TITLE: **CONFIDENTIAL INFORMANTS/INFORMATION**
 MN Statute 626.8476

SECTION: **OPERATIONS**

I. POLICY

It is the policy of the *Glencoe Police Department* to establish procedures and protocols that take necessary precautions concerning the recruitment, control and use of confidential informants.

II. DEFINITIONS

A. Confidential Informant (CI): A person who cooperates with a law enforcement agency confidentially in order to protect the person or the agency's intelligence gathering or investigative efforts and;

1. seeks to avoid arrest or prosecution for a crime, mitigate punishment for a crime in which a sentence will be or has been imposed, or receive a monetary or other benefit; and
2. is able, by reason of the person's familiarity or close association with suspected criminals, to:
 - i. make a controlled buy or controlled sale of contraband, controlled substance, or other items that are material to a criminal investigation;
 - ii. supply regular or constant information about suspected or actual criminal activities to a law enforcement agency; or
 - iii. otherwise provide information important to ongoing criminal intelligence gathering or criminal investigative efforts.

B. Controlled Buy: means the purchase of contraband, controlled substances, or other items that are material to a criminal investigation from a target

offender that is initiated, managed, overseen, or participated in by law enforcement personnel with the knowledge of a confidential informant.

- C. Controlled Sale:** means the sale of contraband, controlled substances, or other items that are material to a criminal investigation to a target offender that is initiated, managed, overseen, or participated in by law enforcement personnel with the knowledge of a confidential informant.
- D. Mental Harm:** means a psychological injury that is not necessarily permanent but results in visibly demonstrable manifestations of a disorder of thought or mood that impairs a person's judgment or behavior.
- E. Target Offender:** means the person suspected by law enforcement personnel to be implicated in criminal acts by the activities of a confidential informant.
- F. Confidential Informant File:** means a file maintained to document all information that pertains to a confidential informant.
- G. Unreliable Informant File:** means a file containing information pertaining to an individual who has failed at following an established written confidential informant agreement and has been determined to be generally unfit to serve as a confidential informant.
- H. Compelling Public Interest:** means, for purposes of this policy, situations in which failure to act would result or likely result in loss of life, serious injury, or have some serious negative consequence for persons, property, or public safety and therefore demand action.
- I. Overseeing agent:** means the officer primarily responsible for supervision and management of a confidential informant.

III. PROCEDURES

A. Initial Suitability Determination

An initial suitability determination must be conducted on any individual being considered for a role as a CI. The initial suitability determination includes the following:

1. An officer requesting use of an individual as a CI must complete an Initial Suitability Report. The report must be submitted to the appropriate individual or entity, as determined by the agency chief

executive, to review for potential selection as a CI. The report must include sufficient detail regarding the risks and benefits of using the individual so that a sound determination can be made. The following information must be addressed in the report, where applicable:

- a. Age, sex, and residence
- b. Employment status or occupation
- c. Affiliation with legitimate businesses and illegal or suspicious enterprises
- d. Extent to which potential information, associations, or other assistance could benefit a present or future investigation
- e. Relationship with the target of an investigation
- f. Motivation in providing information or assistance
- g. Risk of adversely affecting an existing or future investigation
- h. Extent to which provided information can be corroborated
- i. Prior record as a witness
- j. Criminal history, to include whether he or she is the subject of a pending investigation, is under arrest, or has been charged with a crime
- k. Risk to the public or as a flight risk
- l. Consultation with the individual's probation, parole, or supervised release agent, if any
- m. Consideration and documentation of the individual's diagnosis of mental illness, substance use disorder, traumatic brain injury, or disability; and consideration and documentation of the individual's history of mental illness, substance use disorder, traumatic brain injury or disability
- n. Relationship to anyone in law enforcement
- o. Risk of physical harm to the potential CI or their immediate family or relatives for cooperating with law enforcement
- p. Prior or current service as a CI with this or another law enforcement organization

2. Prior to an individual's use as a CI, a supervisor or other designated authority must review the Initial Suitability Report and determine if the individual is authorized to serve as a CI.
3. Any prospective or current CI must be excluded from engaging in a controlled buy or sale of a controlled substance if the prospective or current CI:
 - a. is receiving in-patient treatment or partial-hospitalization treatment administered by a licensed service provider for a substance use disorder or mental illness; or
 - b. is participating in a treatment-based drug court program or treatment court; except that
 - c. the prospective or current CI may provide confidential information while receiving treatment, participating in a treatment-based drug court program or treatment court.
4. Documentation and special consideration must be made of the risks involved in engaging a prospective or current CI in the controlled buy or sale of a controlled substance if the individual is known, or has reported, to have experienced a drug overdose in the previous 12 months.
5. Any prospective or current CI who is known to abuse substances, or is at risk for abusing substances, should be provided referral to prevention or treatment services.
6. Any prospective or current CI that has a physical or mental illness that impairs the ability of the individual to understand instructions and make informed decisions should be referred to a mental health professional or other appropriate medical professional, or a case manager/social worker from the county social services agency, or other substance abuse and mental health services.
7. Each CI's suitability must be reviewed every 6 months, at a minimum, during which time the CI's overseeing agent must submit a Continuing Suitability Report addressing the foregoing issues in III.A.1.a–p, and III.A.3-6, where applicable. An initial suitability determination must be conducted on a reactivated CI regardless of the length of inactivity.
8. Any information that may negatively affect a CI's suitability during the course of their use must be documented in the CI's file and forwarded to the appropriate authorized personnel as soon as possible.

9. Supervisors must review informant files regularly with the overseeing agent and must attend debriefings of CIs periodically as part of the informant management process. If a CI is active for more than 12 months, a supervisory meeting with the CI must be conducted without the overseeing agent.
10. CI contracts must be terminated, and the CI file placed in inactive status when the CI has not been utilized for 6 months or more.

B. Exigent Confidential Informants

1. Certain circumstance arise when an individual who has been arrested is willing to immediately cooperate and perform investigative activities under the direction of an overseeing agent. In these circumstances, the initial suitability determination can be deferred and an individual may be utilized as a CI for a period not to exceed 12 hours from the time of arrest if:
 - a. The individual is not excluded from utilization as a CI under III.A(3)(a-c) of this policy; and
 - b. There is compelling public interest or exigent circumstances exist that demand immediate utilization of the individual as a CI and any delay would significantly and negatively affect any investigation; and
 - c. A supervisor has reviewed and approved the individual for utilization as a CI under these circumstances.
2. Upon the conclusion of the 12-hour window, or at any time before, an initial suitability determination must be conducted before the individual engages in any further CI activities.

C. Special CI Approval Requirements

Certain individuals who are being considered for use as a CI require special review and approval. In all instances, the agency's chief executive or their designee and the office of the prosecutor or county attorney should be consulted prior to the use of these individuals as CIs. These individuals include the following:

1. Juveniles
 - a. Use of a juvenile under the age of 18 for participating in a controlled buy or sale of a controlled substance or contraband may be undertaken only with the written authorization of the

individual's parent(s) or guardian(s), except that the juvenile informant may provide confidential information.

- b. Authorization for such use should be granted only when a compelling public interest can be demonstrated, *except that*
- c. Juveniles under the guardianship of the State may not be used as a CI.

2. Individuals obligated by legal privilege of confidentiality.

3. Government officials.

D. General Guidelines for Overseeing CIs

General guidelines for overseeing CIs are as follows:

1. CIs must be treated as assets of the agency, not the individual overseeing agent.
2. No promises or guarantees of preferential treatment within the criminal justice system will be made to any informant without prior approval from the prosecuting authority.
3. CIs must not be used without authorization of the agency through procedures identified in this policy.
4. CIs must not be used to gather information purely of a political nature or for other information-gathering efforts that are not connected with a criminal investigation.
5. Under no circumstances must an informant be allowed access to restricted areas or investigators' work areas within a law enforcement agency.
6. All CIs must sign and abide by the provisions of the agency's CI agreement.
7. Any physical or mental illness that impairs the CI's ability to knowingly contract or otherwise protect the informant's self-interest must be taken into consideration before the CI signs the agreement.
8. The CI's overseeing agent must discuss each of the provisions of the agreement with the CI, with particular emphasis on the following:
 - a. CIs may voluntarily initiate deactivation, whereupon the protocols outlined in section E of this policy must be followed.

- b. CIs are not law enforcement officers. They have no arrest powers, are not permitted to conduct searches and seizures, and may not carry a weapon while performing activities as a CI.
- c. CIs found engaging in any illegal activity beyond what is authorized by the agency and conducted while under the supervision of an overseeing agent, will be subject to prosecution.
- d. CIs are prohibited from engaging in actions or activities that could be deemed entrapment. The meaning of the term and implications of such actions must be explained to each CI.
- e. CIs are prohibited from engaging in self-initiated information or intelligence gathering without agency direction and approval. The CI must not take any actions in furtherance of an investigation without receiving specific instruction(s) from the overseeing agent or agency.
- f. Every reasonable effort will be taken to ensure the confidentiality of the CI but, upon judicial order, he or she may be required to testify in open court.
- g. CIs may be directed to wear a listening and recording device.
- h. CIs must be required to submit to a search before and after a controlled purchase.
- i. CIs who participate in unplanned or unanticipated activities or meet with a subject(s) under investigation in a location outside of the jurisdictional boundary of the handling agency must promptly report that activity or meeting to their overseeing agents.

9. CI activity outside jurisdictional boundaries:

- a. Investigators handling CIs who engage in operational activity in locations outside the jurisdictional boundaries of the agency must coordinate with counterparts in law enforcement agencies that have jurisdiction in that location where the CI will operate before any activity occurs, or in a timely manner after unanticipated activity occurs and is brought to the attention of the overseeing agent.
- b. Any decision to defer or delay notice to or coordinate with an outside agency having jurisdiction in the area where a CI has or

may operate must be documented, reviewed, and approved by the agency's chief executive or their designee.

10. Officers must take the utmost care to avoid conveying any confidential investigative information to a CI, such as the identity of other CIs, surveillance activities, or search warrants, other than what is necessary and appropriate for operational purposes.
11. No member of this agency must knowingly maintain a social relationship with a CI, or otherwise become personally involved with a CI beyond actions required in the performance of duty.
12. Members of this agency must not solicit, accept gratuities from, or engage in any private business transaction with a CI.
13. Meetings with a CI must be conducted in private with another officer or agent present and with at least one officer or agent of the same sex, except when not practical. The meeting location should minimize the potential for discovery of the informant's cooperation and provide sufficient space to complete necessary administrative duties. The meetings must be documented and subsequently entered into the individual's CI file.
14. Overseeing agents must develop and follow a communications strategy and plan with the CI that minimizes, to the greatest extent possible, the risk of discovery or compromise of the relationship between the agency and the CI. This plan should also aim to prevent the detection, compromise, or interception of communications between the overseeing agent and the CI.
15. Procedures must be instituted to assist CIs with concealing their identity and maintaining their safety. Care should be given not to expose CIs to unnecessary safety risks.
16. Preceding or following every buy or sale of controlled substances, overseeing agents must screen the CI for any personal safety or mental health concerns, risk of substance abuse, and/or potential relapse in any substance abuse recovery.
 - a. At the request of the CI, or if the overseeing agent deems it necessary, reasonable efforts should be taken to provide the CI with referral to substance abuse and/or mental health services.
 - b. Overseeing agents must document:
 - i. the screening,

- ii. any referral to services provided to, or requested by, the CI, and
 - iii. any refusal by the CI to participate in the screening and/or any refusal by the CI to accept referral to services.
Reasons for the CI's refusal must be documented, where applicable.
 - c. No part of this subsection supersedes MN Stat. 253B.05, sub.2.
17. Reasonable protective measures must be provided for a CI when any member of this agency knows or should have known of a risk or threat of harm to a person serving as a CI and the risk or threat of harm is a result of the informant's service to this agency.
18. Overseeing agents must:
- a. evaluate and document the criminal history and propensity for violence of target offenders; and
 - b. to the extent allowed, provide this information to the CI if there is a reasonable risk or threat of harm to the CI as a result of the CI's interaction with the target offender.
19. Reasonable efforts and precautions must be made to help protect the identity of a CI during the time the person is acting as an informant.
20. Whenever possible, officers must corroborate information provided by a CI and document efforts to do so.
21. The name of a CI must not be included in an affidavit for a warrant unless judicial authority is obtained to seal the document from the public record or the CI is a subject of the investigation upon which the affidavit is based.
22. Overseeing agents are responsible for ensuring that information of potential value to other elements of the agency is provided promptly to authorized supervisory personnel and/or other law enforcement agencies as appropriate.
23. Individuals leaving employment with the agency have a continuing obligation to maintain as confidential the identity of any CI and the information he or she provided unless obligated to reveal such identity or information by law or court order.

E. Establishment of an Informant File System

An informant file system must be established as follows:

1. The agency chief executive must designate a file supervisor who must be responsible for developing and maintaining master CI files and an indexing system.
2. A file must be maintained on each CI deemed suitable by the agency.
3. An additional Unreliable Informant File must be established for CIs deemed unsuitable during initial suitability determinations or at a later time.
4. Each file must be coded with an assigned informant control number for identification within the indexing system and must include the following information, where applicable:
 - a. Name, aliases, and date of birth
 - b. Height, weight, hair color, eye color, race, sex, scars, tattoos, or other distinguishing features
 - c. Emergency contact information
 - d. Name of the officer initiating use of the informant and any subsequent overseeing agents
 - e. Photograph and criminal history record
 - f. Current home address and telephone number(s)
 - g. Residential addresses in the last five years
 - h. Current employer, position, address, and telephone number
 - i. Social media accounts
 - j. Marital status and number of children
 - k. Vehicles owned and their registration numbers
 - l. Places frequented
 - m. Gang affiliations or other organizational affiliations
 - n. Briefs of information provided by the CI and the CI's subsequent reliability
 - o. Special skills and hobbies
 - p. Special areas of criminal expertise or knowledge
 - q. A copy of the signed informant agreement
5. CI files must be maintained in a separate and secured area.

6. The file supervisor must ensure that information concerning CIs is strictly controlled and distributed only to officers and other authorities who have a need and a right to such information.
7. CI File Review
 - a. Sworn personnel may review an individual's CI file only upon the approval of the agency's chief executive or their designee.
 - b. The requesting officer must submit a written request explaining the need for review. A copy of this request, with the officer's name, must be maintained in the individual's CI file.
 - c. Officers must not remove, copy, or disseminate information from the CI file.
 - d. CI files must be reviewed only in designated areas of the law enforcement facility and returned as soon as possible to their secure file location.
 - e. All disclosures or access to CI files must be recorded by the file supervisor, to include information such as the requesting officer or agency, the purpose of access or disclosure, the information conveyed, and the date and time of access or dissemination.
 - f. No portion of an individual's CI file must be entered into any other electronic or related database without controls sufficient to exclude access to all but authorized personnel with a need and a right to know.

F. Deactivation of Confidential Informants

A CI deactivation procedure must be established as follows:

1. The overseeing agent must complete a deactivation form that includes, at minimum, the following:
 - a. The name of the agency.
 - b. The name of the CI.
 - c. The control number of the CI, where applicable.
 - d. The date of deactivation.
 - e. The reason for deactivation.

- f. A notification that contractual agreements regarding monetary re-numeration, criminal justice assistance, or other considerations, specified or not, are terminated.
 - g. A notification that the agency will provide and assist the CI with referral to health services for assistance with any substance abuse disorder and/or physical, mental, or emotional health concerns, as requested or accepted by the CI.
 - h. A signature by the CI or documentation indicating the reason(s) why the CI was unable or unwilling to sign the form.
 - i. A signature by the overseeing agent.
2. All reasonable efforts must be taken to maintain the safety and anonymity of the CI after deactivation.

G. Monetary Payments

Monetary payments must be managed as follows:

1. All monetary compensation paid to CIs must be commensurate with the value of the information or assistance provided to the agency.
2. All CI payments must be approved in advance by the officer in charge of confidential funds.
3. Officers must provide accounting of monies received and documentation for confidential funds expended. Any documentation of monies paid or received should not contain the true identity of the informant but should use the CI's control number.
4. Two officers must be present when making payments or providing funds to CIs.
5. The appropriate individual, as designated by the agency's chief executive, must ensure that the process for authorization, disbursement, and documentation of CI payments, as well as the accounting and reconciliation of confidential funds, is consistent with agency policy.
6. If a CI is authorized to work with another law enforcement or prosecutorial agency, financial payments must be coordinated between the agencies in a manner that is proportionate to the assistance rendered to each agency and consistent with provision III.F.1. of this policy.

7. Written records of receipts are retained, or justification for the exception is documented when a written receipt is not available.

ACCOUNTABILITY:

All members of the Department are responsible for ensuring that this and all other policies of the Department are followed. Deviations from this policy are permitted within the scope of authority granted all members of the Department; however, the deviation must be reported in accordance with policy 1.04 (Policy Deviations-Reporting Requirements).

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GLENCOE POLICE DEPARTMENT
POLICIES / RULES / PROCEDURES

POLICY NUMBER: **3.41**

POLICY TITLE: **Avoiding Racial Profiling**

MN Statute 626.8471

SECTION: **Operations**

I. POLICY

It is the policy of the Glencoe Police Department to reaffirm our commitment to impartial policing and to reinforce procedures that serve to assure the public we are providing service and enforcing laws in a fair and equitable manner to all.

II. DEFINITION

Racial profiling has the meaning given to it in Minn. Stat. 626.8471, Sub. 2. Which states:

"Racial profiling," means any action initiated by law enforcement that relies upon the race, ethnicity, or national origin of an individual rather than:

- (1) The behavior of that individual; or
- (2) Information that leads law enforcement to a particular individual who has been identified as being engaged in or having been engaged in criminal activity.

Racial profiling includes use of racial or ethnic stereotypes as factors in selecting whom to stop and search. Racial profiling does not include law enforcement's use of race or ethnicity to determine whether a person matches a specific description of a particular subject.

III. PROCEDURES

A. Policing impartially, not racial profiling, is standard procedure for this agency meaning:

1. Investigative detentions, pedestrian and vehicle stops, arrests, searches and property seizures by peace officers will be based on a standard of reasonable suspicion or probable cause in accordance with the Fourth Amendment of the United States Constitution and peace officers must be able to articulate specific facts, circumstances and conclusions that support reasonable suspicion or probable cause for investigative detentions, pedestrian and vehicle stops, arrests, nonconsensual searches and property seizures;
2. Except as provided in paragraph 3., Peace officers shall not consider race, ethnicity, national origin, gender, sexual orientation and religion in establishing either reasonable suspicion or probable cause; and
3. Peace officers may take into account the descriptors in paragraph 2. Based on information that links specific, suspected, unlawful or suspicious activity to a particular individual or group of individuals and this information may be used in the same manner officers use specific information regarding age, height, weight, or other physical characteristics about specific suspects.

B. In an effort to prevent the perception of biased law enforcement peace officers shall:

1. Be respectful and professional;
2. Introduce or identify themselves to the citizen and state the reason for the contact as soon as practical unless providing this information will compromise officer or public safety;
3. Ensure the detention is no longer than necessary to take appropriate action for the known or suspected offense;

4. Attempt to answer any relevant questions the citizen may have regarding the citizen/officer contact including relevant referrals to other agencies when appropriate;
 5. Provide their last name or badge number when requested.
 6. Explain and/or apologize if it is determined the reasonable suspicion was unfounded (e.g. after an investigatory stop).
- C. Supervisors shall ensure all personnel in their command are familiar with the content of this policy and are in compliance.

IV. DUTY TO REPORT

Every member of this department shall perform their duties in a fair and objective manner and are responsible for promptly reporting any suspected or known instances of bias-based policing to a supervisor. Members should, when reasonable to do so, intervene to prevent any biased-based actions by another member.

V. VIOLATIONS

Alleged violations of this policy must be reported to POST in accordance with the reporting requirements in Minn. Stat. 626.8457.

ACCOUNTABILITY:

All members of the Department are responsible for ensuring that this and all other policies of the Department are followed. Deviations from this policy are permitted within the scope of authority granted all members of the Department; however, the deviation must be reported in accordance with policy 1.04 (Policy Deviations-Reporting Requirements).

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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: August 26, 2022

Re: Item 6B – Appoint Light and Power Commissioner

Item 6B - Attached is the recommendation of the Light and Power Commission to appoint Kevin Preis as the new Commissioner to replace John Schrupp.

Also, attached are the applications for the position that were received by the City.



August 30, 2022

Dear Mayor Voss:

At the Commission meeting held on August 29, 2022, the Light and Power Commissioners reviewed the applications that were submitted and voted to recommend to the Glencoe City Council that Kevin Pries be appointed to the Light and Power Commission.

Sincerely,

David C. Meyer
General Manager
Glencoe Light and Power Commission



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 Kevin Pries (KP) TODAY'S DATE 8/10/22
ADDRESS 1323 Armstrong Ave n TELEPHONE 952-847-0035
EMAIL KPries95@gmail.com EMPLOYER LM Equipment Sales
YEARS AS GLENCOE RESIDENT 16 OCCUPATION Mechanic / Shop manager

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:

I want to become
involved in our community.

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

management
turnkey planning/control

List other municipal boards/commissions you have served on:

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

[Signature]
Signature of Applicant

8/10/22
Date

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 Michael Drew

TODAY'S DATE 8-16-2022

ADDRESS 814 1st St. E.

TELEPHONE 320-510-5123

EMAIL mike51drew@gmail.com EMPLOYER _____

YEARS AS GLENCOE RESIDENT 45

OCCUPATION Retired

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: I realize the importance of reliable and affordable energy and the need to stay informed on the latest technology.

Describe any prior/current experience that may relate to serving on this board/commission: As a former City of Glencoe employee I worked a long side Light and Power. Also worked for 20 yrs. with several boards.

List other municipal boards/commissions you have served on:

1. Airport Commission Chairman Served from 2-21-2017 to current
2. _____ Served from _____ to _____
3. _____ Served from _____ to _____

Michael Drew
Signature of Applicant

8-16-2022
Date

GLENCOE

SMALL CITY & BIG FUTURE

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

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

NAME	<u>Milan Alexander</u>	TODAY'S DATE	<u>04 August 2022</u>
ADDRESS	<u>445 Edgewood Dr.</u>	TELEPHONE	<u>320-296-3247</u>
EMAIL	<u>mlalex@embarqmail.com</u>	EMPLOYER	<u></u>
YEARS AS GLENCOE RESIDENT	<u>55</u>	OCCUPATION	<u>Retired/Army</u>

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

<input type="checkbox"/> AIRPORT COMMISSION	<input checked="" type="checkbox"/> LIGHT & POWER COMMISSION
<input type="checkbox"/> CEMETERY BOARD	<input type="checkbox"/> PARK BOARD
<input type="checkbox"/> CHARTER COMMISSION	<input type="checkbox"/> PLANNING & INDUSTRIAL COMMISSION
<input type="checkbox"/> LIBRARY BOARD	

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

It is my desire to serve as a member of the Commission using my knowledge, experience and leadership qualities to further serve my community in a professional manner to help achieve the goals of the commission.

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

4-years as VP of the Glencoe City Council. Worked on MNDOT Study including roundabout, j-turn and 212.

Testified before Minnesota State Government Committees to receive 3-Million dollar grant for our wastewater plant.

List other municipal boards/commissions you have served on:

1. <u>Airport Commission Liaison</u>	Served from <u>2016</u>	to <u>2020</u>
2. <u>Economic Development Liaison</u>	Served from <u>2016</u>	to <u>2020</u>
3. <u></u>	Served from <u></u>	to <u></u>

Milan Alexander

Signature of Applicant

04 August 2022

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: September 1, 2022

Re: Item 6C – WAC/SAC Waiver Request from Glencoe Hotel Group, LLC

Item 6C – The Glencoe Hotel Group, LLC is requesting that the City waive the WAC/SAC charges for the 51-room AmericInn Hotel Project as outlined in their memo. The EDC reviewed the request at its meeting on August 24, 2022. If the issue with the fee is cash flow, it is the recommendation of the EDC to the City Council to structure a payment plan for the fee of \$82,150 at 0% interest for 5 years. The EDC was concerned about setting a precedent if approved. The City Attorney is recommending that the City establish a policy for approving this type of request.

Previously, there has only been one request to the City of Glencoe for waiving the WAC and SAC fees, and that came from Glencoe Regional Health for their long-term care remodel and renovation. That request was denied by the City Council.

WAC/SAC Calculation

The City of Glencoe uses the Metropolitan Council's Sewer Availability Charge procedure manual for determining the number of WAC and SAC units to charge for commercial development. A Hotel/Motel is charged (1) one SAC unit and (1) one WAC unit for every (2) two rooms. The City charges \$1,250 for each SAC unit and \$1,850 for each WAC unit.

51 Rooms divided by 2 = 25.5 Units X \$3,100 = **\$79,050**

1 Unit for Breakfast Kitchen = **\$3,100**

Total = **\$82,150**

GLENCOE HOTEL GROUP, LLC
C/O Michelle Lickness
1934 81st Street
Balsam Lake, WI 54810

August 23, 2022

Via Email Only

City of Glencoe

Mark Larson, City Administrator

mlarson@ci.glencoe.mn.us

Jon Jerabek, Director of Economic Development

jjerabek@ci.glencoe.mn.us

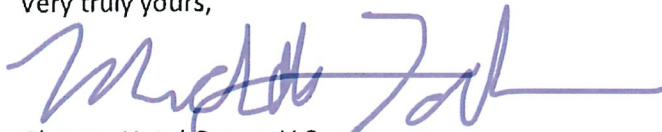
RE: Projected WAC and SAC charges for the 51 room Americ Inn Hotel Project - request for Waiver

Dear Mark & Jon:

Please accept this as Glencoe Hotel Groups formal request for waiver of the projected WAC and SAC charges of \$82,150.00. These upfront charges will have a substantial impact on the decision of whether or not investors will be able to proceed with this project. The writer respectfully requests that the matter be placed on the agenda for the next Economic Development Committee meeting and Glencoe City Council Meeting with the request that they waive these charges in order to have the investors proceed with the project.

Thank you for receiving this request for waiver, transmitting it to the Economic Development Committee and the Glencoe City Council.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Michelle Lickness', with a long horizontal line extending to the right.

Glencoe Hotel Group, LLC

By Michelle Lickness, Developer

michelle@ikwe-dev.com

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Separate Agenda Items**

CITY OF GLENCOE BILLS

SEPTEMBER 6, 2022

** PREPAID PAYROLL & WIRE TRANSFER BILLS **

VENDOR	DEPARTMENT: DESCRIPTION	TOTAL
CITY OF GLENCOE EMPLOYEES	MULTIPLE DEPTS.: CITY OF GLENCOE PAYROLL 6-1-22	\$67,786.39
WIRE TRANSFER	MULT DEPTS:EMP/CITY PAYROLL TAXES,HSA,PERA,D COMP,CAFE	\$49,552.25
	TOTAL PREPAID BILLS ----->	<u><u>\$117,338.64</u></u>

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

SEPT. 6, 2022 - PREPAID BILLS

Date: 09/01/2022

Time: 3:08 pm

Page: 1

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
BREAKTHRU BEVERAGE	0513	LIQUOR STORE: MERCH FOR RESALE	173720	05/26/2022	<u>1,158.09</u>
				Vendor Total:	<u>1,158.09</u>
C & L DISTRIBUTING	0492	LIQUOR STORE: MERCH FOR RESALE	173721	05/26/2022	<u>19,729.74</u>
				Vendor Total:	<u>19,729.74</u>
CROW RIVER WINERY	2067	LIQUOR STORE: MERCH FOR RESALE	173722	05/26/2022	<u>781.20</u>
				Vendor Total:	<u>781.20</u>
JOHNSON BROS - ST PAUL	0504	LIQUOR STORE: MERCH FOR RESALE	173723	05/26/2022	<u>9,169.59</u>
				Vendor Total:	<u>9,169.59</u>
LOCHER BROS., INCORPORATED	0503	LIQUOR STORE: MERCH FOR RESALE	173724	05/26/2022	<u>17,040.55</u>
				Vendor Total:	<u>17,040.55</u>
MARLIN'S TRUCKING	1387	LIQUOR STORE: MERCH FOR RESALE	173725	05/26/2022	<u>255.50</u>
				Vendor Total:	<u>255.50</u>
PAUSTIS WINE COMPANY	0916	LIQUOR STORE: MERCH FOR RESALE	173726	05/26/2022	<u>3,033.48</u>
				Vendor Total:	<u>3,033.48</u>
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR STORE: MERCH FOR RESALE	173727	05/26/2022	<u>4,699.10</u>
				Vendor Total:	<u>4,699.10</u>
SOUTHERN GLAZER'S OF MN	1429	LIQUOR STORE: MERCH FOR RESALE	173728	05/26/2022	<u>6,663.15</u>
				Vendor Total:	<u>6,663.15</u>
VIKING BEVERAGES	0973	LIQUOR STORE: MERCH FOR RESALE	173729	05/26/2022	<u>6,854.60</u>
				Vendor Total:	<u>6,854.60</u>
VINOCOPIA, INC.	1353	LIQUOR STORE: MERCH FOR RESALE	173730	05/26/2022	<u>953.32</u>
				Vendor Total:	<u>953.32</u>
WINE MERCHANTS	0667	LIQUOR STORE: MERCH FOR RESALE	173731	05/26/2022	<u>249.78</u>
				Vendor Total:	<u>249.78</u>
				Grand Total:	<u>70,588.10</u>
				Less Credit Memos:	<u>0.00</u>
				Net Total:	<u>70,588.10</u>
				Less Hand Check Total:	<u>0.00</u>
				Outstanding Invoice Total :	<u>70,588.10</u>
Total Invoices:	12				

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

SEPT. 6, 2022 - PREPAID BILLS

Date: 09/01/2022

Time: 3:09 pm

Page: 1

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
BREAKTHRU BEVERAGE	0513	LIQUOR STORE: MERCH FOR RESALE	173784	06/03/2022	<u>1,144.66</u>
				Vendor Total:	<u>1,144.66</u>
CITY OF GLENCOE	0035	AQUATIC CENTER: START UP CASH	173785	06/03/2022	<u>575.00</u>
				Vendor Total:	<u>575.00</u>
COLONIAL LIFE	0735	MULT DEPTS: INS PREMIUMS	173786	06/03/2022	<u>263.70</u>
				Vendor Total:	<u>263.70</u>
JOHNSON BROS - ST PAUL	0504	LIQUOR STORE: MERCH FOR RESALE	173787	06/03/2022	<u>3,119.00</u>
				Vendor Total:	<u>3,119.00</u>
MINNESOTA PUBLIC EMPLOYEE	1439	POLICE: UNION DUES	173788	06/03/2022	<u>126.00</u>
				Vendor Total:	<u>126.00</u>
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR STORE: MERCH FOR RESALE	173789	06/03/2022	<u>1,877.50</u>
				Vendor Total:	<u>1,877.50</u>
				Grand Total:	<u>7,105.86</u>
				Less Credit Memos:	<u>0.00</u>
				Net Total:	<u>7,105.86</u>
				Less Hand Check Total:	<u>0.00</u>
				Outstanding Invoice Total :	<u>7,105.86</u>
Total Invoices:		6			

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

SEPT. 6, 2022 - REGULAR BILLS

Date: 09/01/2022

Time: 3:04 pm

Page: 1

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ARNOLD'S OF GLENCOE, INC.	1449	FIRE: KUBOTA REPAIR	0	00/00/0000	319.83
				Vendor Total:	319.83
AT&T MOBILITY	1205	MULT DEPTS: CELL PHONE BILL	0	00/00/0000	586.65
				Vendor Total:	586.65
BARGMANN, DEBRA	0853	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	118.13
				Vendor Total:	118.13
BULAU, PAULA	2050	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	124.38
				Vendor Total:	124.38
CARD SERVICES	0330	AQUATIC CENTER, WWTP: MERCH FOR RESALE, FUEL	0	00/00/0000	268.41
				Vendor Total:	268.41
CARGILL, INC	1636	WATER: SALT	0	00/00/0000	5,299.70
				Vendor Total:	5,299.70
CARTER, EILEEN	2192	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	127.50
				Vendor Total:	127.50
CARTER, GARY	2169	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	115.00
				Vendor Total:	115.00
CENGAGE LEARNING INC-GALE	1828	LIBRARY: BOOKS	0	00/00/0000	47.98
				Vendor Total:	47.98
CENTER POINT LARGE PRINT	1349	LIBRARY: BOOKS	0	00/00/0000	285.24
				Vendor Total:	285.24
CENTURYLINK	1394	MULT DEPTS: PHONE BILL	0	00/00/0000	788.72
				Vendor Total:	788.72
CGMC -	1118	ADMIN: SUMMER CONFERENCE REGISTRATION	0	00/00/0000	335.00
				Vendor Total:	335.00
CINTAS CORP	1877	AQUATIC CENTER: FIRST AID SUPPLIES	0	00/00/0000	215.83
				Vendor Total:	215.83
CLAREY'S SAFETY EQUIPMENT IN	0333	FIRE: TURNOUT GEAR	0	00/00/0000	14,485.00
				Vendor Total:	14,485.00
DEMCO, INC.	0676	LIBRARY: SUPPLIES	0	00/00/0000	169.51
				Vendor Total:	169.51
DEPT OF TRANSPORTATION	1844	REIMB, WATER, WWTP, STORM WATER: HWY 22 CITY SHARE	0	00/00/0000	245,646.25
				Vendor Total:	245,646.25
DIETZ, KEVIN	0411	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	315.00
				Vendor Total:	315.00
DONNAY, DEBRA	0770	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	121.63
				Vendor Total:	121.63
EGGERSGLUESS, BRAD	0869	ADMIN; MONTHLY CELL PHONE REIMB	0	00/00/0000	50.00
				Vendor Total:	50.00
ERIKSEN, CORALIS	1587	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	128.13
				Vendor Total:	128.13
ETTEL, GREG	1364	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	159.50
				Vendor Total:	159.50
EXSTED, LYNN	0304	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	127.88
				Vendor Total:	127.88
FIRST SYSTEMS TECHNOLOGY	1729	WWTP: EFFLUENT FLOW METER INSPECTIONS	0	00/00/0000	2,800.00
				Vendor Total:	2,800.00

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

SEPT. 6, 2022 - REGULAR BILLS

Date: 09/01/2022

Time: 3:04 pm

Page: 2

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
FLEXIBLE PIPE TOOL COMPANY	0080	WWTP: PUMP REPAIR	0	00/00/0000	233.70
				Vendor Total:	233.70
FORD, DAVID	0132	REIMB: LAWN MOWING	0	00/00/0000	60.00
				Vendor Total:	60.00
FOSTER MECHANICAL, INC.	0647	POLICE, CITY CENTER: A/C REPLACEMENT, CONFERENCE RM SINK	0	00/00/0000	7,245.05
				Vendor Total:	7,245.05
FRANKLIN PRINTING INC.	0085	ADMIN, WATER: OFFICE SUPPLIES	0	00/00/0000	113.90
				Vendor Total:	113.90
FREITAG, BENTON	0659	CABLE TV: COUNCIL MEETING RECORDINGS	0	00/00/0000	100.00
				Vendor Total:	100.00
FRITZ'S TINT SHOP	2296	POLICE: DESIGN & INSTALL SIGN, WINDOW TINTS, VINYL STICKERS	0	00/00/0000	1,630.00
				Vendor Total:	1,630.00
GACC TOURISM	0168	REIMB: LODGING TAX	0	00/00/0000	135.54
				Vendor Total:	135.54
GAVIN, JANSSEN, STABENOW &	0087	POLICE: LEGAL SERVICES	0	00/00/0000	7,166.50
				Vendor Total:	7,166.50
GILLETTE PEPSI COMPANIES, INC	0496	AQUATIC CENTER, CITY CENTER, LIQUOR STORE: POP FOR RESALE	0	00/00/0000	892.00
				Vendor Total:	892.00
GLENCOE CO-OP ASSN.	1842	FIRE: FUEL	0	00/00/0000	773.84
				Vendor Total:	773.84
HAHN, BONNIE	1899	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	179.38
				Vendor Total:	179.38
HARFF, EILEEN	1606	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	98.63
				Vendor Total:	98.63
HARTWIG, MITCHELL	1878	WWTP: UNIFORM ALLOWANCE	0	00/00/0000	119.88
				Vendor Total:	119.88
HAWKINS, INC.	1133	WATER: CHEMICALS	0	00/00/0000	10.00
				Vendor Total:	10.00
HEITZ, CONNIE	2022	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	121.25
				Vendor Total:	121.25
HILLYARD HUTCHINSON	0122	ADMIN: PAPER PRODUCTS, CLEANING SUPPLIES	0	00/00/0000	319.42
				Vendor Total:	319.42
HOLMGREN, GARY	2110	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	384.38
				Vendor Total:	384.38
HOOPS, SHAREL	1263	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	370.38
				Vendor Total:	370.38
HUESER, LESA	1689	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	341.25
				Vendor Total:	341.25
HUESER, SARAH	1229	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	296.88
				Vendor Total:	296.88
HUFF, LINDA	1177	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	135.00
				Vendor Total:	135.00
HULTS, KEN	2185	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	332.00
				Vendor Total:	332.00
HURCO TECHNOLOGIES, INC	1454	WATER: SPRING CLIPS, HANDLE	0	00/00/0000	58.76

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

SEPT. 6, 2022 - REGULAR BILLS

Date: 09/01/2022

Time: 3:04 pm

Page: 3

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	58.76
HUTCHINSON POLICE DEPARTME	2025	REIMB: TZD PAYMENT	0	00/00/0000	1,571.48
				Vendor Total:	1,571.48
HY-VEE ACCOUNTS RECEIVABLE	1996	WWTP: OPERATING SUPPLIES	0	00/00/0000	44.88
				Vendor Total:	44.88
INTERSTATE ALL BATTERY CENTE	2111	WATER: BATTERIES	0	00/00/0000	35.88
				Vendor Total:	35.88
JERABEK, JON	1994	ADMIN, CITY CENTER: MILEAGE REIMB, CELL PHONE REIMB	0	00/00/0000	125.50
				Vendor Total:	125.50
KEVIN'S TOWING & RECOVERY	0438	REIMB: TOWING	0	00/00/0000	690.00
				Vendor Total:	690.00
KRUMREY, MAUREEN	1630	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	88.13
				Vendor Total:	88.13
LEAGUE OF MN CITIES	1323	ADMIN: WORKSHOP FEE	0	00/00/0000	15.00
				Vendor Total:	15.00
LEAGUE OF MN. CITIES INS TRUS	0915	FIRE: INSURANCE DEDUCTIBLE	0	00/00/0000	1,000.00
				Vendor Total:	1,000.00
MCBRIDE, JOHN	0323	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	164.38
				Vendor Total:	164.38
MCLEOD COUNTY SHERIFF'S OFF	1581	REIMB: TZD PAYMENT	0	00/00/0000	1,246.30
				Vendor Total:	1,246.30
MEEKS, CYNTHIA	1665	PARK: CAMPGROUND REFUND	0	00/00/0000	705.30
				Vendor Total:	705.30
MERCURY TECHNOLOGIES OF MN	0525	WATER, WWTP: FLUORESCENT LAMP RECYCLING	0	00/00/0000	147.36
				Vendor Total:	147.36
METRO SALES, INC	1066	POLICE, LIBRARY: COPIER LEASE	0	00/00/0000	396.85
				Vendor Total:	396.85
MINI BIFF	0177	SANITATION: WASTE REMOVAL	0	00/00/0000	96.90
				Vendor Total:	96.90
MORRIS ELECTRONICS INC	1372	POLICE: IT SERVICE	0	00/00/0000	760.00
				Vendor Total:	760.00
MVTL , INC.	0353	WWTP: LAB TESTING	0	00/00/0000	695.60
				Vendor Total:	695.60
NOYES, MERRIDELL	0125	CITY CENTER: DAMAGE DEPOSIT REFUND	0	00/00/0000	200.00
				Vendor Total:	200.00
O'DONNELL, SHARI	1818	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	176.25
				Vendor Total:	176.25
OLMSTEAD, REBECCA	0752	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	57.75
				Vendor Total:	57.75
OLMSTEAD, STEVEN	0124	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	176.38
				Vendor Total:	176.38
OLTMANN, DENNIS	2270	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	124.38
				Vendor Total:	124.38
PIONEERLAND LIBRARY SYSTEMS	0227	LIBRARY, REIMB: QUARTERLY FUNDING, CARDS & FINES	0	00/00/0000	22,595.20
				Vendor Total:	22,595.20
PITNEY BOWES GLOBAL	1714	ADMIN: POSTAGE MACHINE LEASE	0	00/00/0000	142.53
				Vendor Total:	142.53

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

SEPT. 6, 2022 - REGULAR BILLS

Date: 09/01/2022

Time: 3:04 pm

Page: 4

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
PREMIUM WATERS, INC.	1081	MULT DEPTS: WATER	0	00/00/0000	134.48
				Vendor Total:	134.48
PRINCIPAL LIFE INSURANCE CO	1167	MULT DEPTS: INS PREMIUMS	0	00/00/0000	3,835.96
				Vendor Total:	3,835.96
PRO AUTO GLENCOE, INC	0527	PARK: EQUIPMENT REPAIR	0	00/00/0000	176.44
				Vendor Total:	176.44
QUILL LLC	1691	LIBRARY: OFFICE SUPPLIES	0	00/00/0000	113.15
				Vendor Total:	113.15
RIVERA, YODEE	0889	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	111.88
				Vendor Total:	111.88
SCHIROO, LORI	2084	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	140.50
				Vendor Total:	140.50
SCHMIDT, CHERYL	0537	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	118.13
				Vendor Total:	118.13
SCHWANKE, CORY	1998	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	121.25
				Vendor Total:	121.25
SHRED-N-GO, INC	0032	FINANCE, POLICE: PAPER SHREDDING SERVICE	0	00/00/0000	79.08
				Vendor Total:	79.08
STAR GROUP, L.L.C.	0972	FIRE: BATTERY, LUBRICANTS	0	00/00/0000	126.97
				Vendor Total:	126.97
STROBEL, CALLY	1197	CITY CENTER: DAMAGE DEPOSIT REFUND	0	00/00/0000	200.00
				Vendor Total:	200.00
THOMSON REUTERS	1260	POLICE: INVESTIGATION MATERIALS	0	00/00/0000	171.55
				Vendor Total:	171.55
UNHINGED PIZZA	1412	AQUATIC CENTER: PIZZAS FOR RESALE	0	00/00/0000	1,111.00
				Vendor Total:	1,111.00
VANDAMME, MYRANDA	0028	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	107.50
				Vendor Total:	107.50
VERIZON WIRELESS	1110	POLICE: SQUAD CAR PHONES	0	00/00/0000	200.21
				Vendor Total:	200.21
VOSS, RYAN	2217	ADMIN: MONTHLY CELL PHONE REIMB	0	00/00/0000	50.00
				Vendor Total:	50.00
WEELBORG	0126	PARK: TRUCK MAINTENANCE	0	00/00/0000	53.98
				Vendor Total:	53.98
WINSTED POLICE DEPARTMENT	1925	REIMB: TZD PAYMENT	0	00/00/0000	100.87
				Vendor Total:	100.87
WINTER, JOHN	1919	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	109.25
				Vendor Total:	109.25
WM. MUELLER & SONS, INC.	0206	STREET: BLACKTOP, 2022 STREET IMPROVEMENT PROJECT PAYMENT	0	00/00/0000	259,778.91
				Vendor Total:	259,778.91
ZIEMER, GARY	0047	COUNCIL: ELECTION JUDGE PAY	0	00/00/0000	113.75
				Vendor Total:	113.75
				Grand Total:	591,963.92
				Less Credit Memos:	0.00
				Net Total:	591,963.92
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	591,963.92
Total Invoices:	91				



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PROGRESS MEETING MINUTES

RE: 2022 Pavement Improvement Project
Glencoe, Minnesota

Date of Meeting: September 1, 2022

Project Manager: Justin Black, PE (Lic. MN)

Time of Meeting: 2:00 p.m.

SEH No.: GLENC 164352 16.00

Location of Meeting: Glencoe City Center

Attendees: Justin Black, SEH
Brody Bratsch, SEH
Jon Jerabek, Asst. City Administrator
Mark Lemen, Public Works Director (Water/Wastewater/Stormwater)
Jamie Voigt, Public Works Director (Streets/Parks)
Cory Hoernemann, Wm. Mueller & Sons, Inc.

The following items were discussed at the above referenced meeting:

- I. Items concerning previous meeting notes.
 - A. N/A
- II. Work in progress.
 - A. Contractor's Update
 1. Current Operations
 - a. RRFB was installed Tuesday.
 2. Next 2 to 3 Days
 - a. Tuesday, September 6th: storm sewer on 7th Street; removals on Ives Avenue.
 3. Next 5 to 7 Days
 - a. Wednesday: Curb and gutter; finish 16th Street and Union Avenue pedestrian ramp.
 - b. Try to get a day of 1" paving next week.
 - c. Start the trail the week of September 12th.
 4. Changes or Update to Bar Chart Schedule
- III. Traffic Control
 - A. Discussion regarding 7th Street temporary access road.
 1. Brody and Cory will meet with Bob onsite at 2:30 p.m.
- IV. Stormwater Pollution Prevention Plan (SWPPP)
 - A. BMPs and Erosion Control
 - B. Keep inspection log updated
- V. Utility Companies – Not Present
 - A. Glencoe Municipal Electric (Glencoe Light and Power)
 1. Made connection to RRFB disconnect box at 16th Street and Union Avenue.
 - B. Nuvera
 - C. CenterPoint Energy
 - D. CenturyLink
 - E. Windstream
 - F. McLeod County (Fiber)

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1390 Highway 15 South, Suite 200, P.O. Box 308, Hutchinson, MN 55350-0308

320.587.7341 | 800.838.8666 | 888.908.8166 fax | sehinc.com

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- VI. Construction issues
- VII. Resident or Business Owner Concerns/City Concerns
- VIII. Other discussion items.
 - A. Staking
 - 1. Ives Avenue; Brody to line up.
- IX. Action Items.
 - A. Contractor
 - 1. Discuss use of gravel lot with Bob Shanahan.
 - B. City
- X. Next meeting.
 - A. 2:00 p.m., Thursday, September 8, 2022, at Glencoe City Center

SEH believes that this document accurately reflects the business transacted during the meeting. If any attendee believes that there are any inconsistencies, omissions or errors in the minutes, they should notify the writer at once. Unless objections are raised within seven (7) days, we will consider this account accurate and acceptable to all.

If there are errors contained in this document, or if relevant information has been omitted, please contact Justin Black at 952.913.0702.

September 2022

September 2022							October 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	1	2	2	3	4	5	6	7	1
11	12	13	14	15	8	9	9	10	11	12	13	14	8
18	19	20	21	22	15	16	16	17	18	19	20	21	15
25	26	27	28	29	22	23	23	24	25	26	27	28	16
					30	31	30	31					22

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 28	29	30	31	Sep 1	2	3
	5 7:00pm City Council Meeting (City Hall)	6	7 6:00pm Fire Relief (Fire Hall)	8 7:00pm Planning Commission (City Hall)	9	10
4						
11	12 3:30pm City Council Workshop (City Hall)	13 8:30am Department Head (City Hall) 9:00am Safety Committee (City Hall West Conf)	14	15 5:00pm Airport Commission (City Hall)	16	17
18	19 7:00pm City Council (City Hall)	20 8:30am Department Head (City Hall)	21	22	23	24
25	26 7:00pm Library Board (Library) 7:00pm Light & Power (Light Plant)	27	28 12:00pm Economic Development Comm Meeting (City Hall) 6:30pm Park Board (City Hall)	29	30	Oct 1