



Mayor: Ryan Voss  
Precinct 1 Councilor: Sue Olson  
Precinct 2 Councilor: Mark Hueser  
Precinct 3 Councilor: Paul Lemke  
Precinct 4 Councilor: Cory Neid  
At-Large Councilor: Luz Duvall

## **GLENCOE CITY COUNCIL MEETING AGENDA**

**March 6, 2023 – 7:00pm**

City Center Ballroom

**1. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

**2. CONSENT AGENDA**

- A. February 21, 2023 City Council Minutes

**3. PUBLIC COMMENT (agenda items only)**

**4. PUBLIC HEARINGS**

- A. 7:05 PM - Annual Public Hearing on Municipal Separated Storm Sewer System (MS4) – Mark Lemen, Public Works Director
- B. Move Public Hearing Date for Tax Increment District from March 20, 2023, to April 17, 2023 due to statutory public notice requirements – Jon Jerabek, Assistant City Administrator

**5. BIDS AND QUOTES**

- A. Quote for 2023 Toolcat to Replace 2016 Toolcat – Jamie Voigt, Public Works Director
- B. Delay of 2023 Pavement Management Project – Memo from City Engineer Justin Black

**6. REQUESTS TO BE HEARD**

- A. Charter Commission Amendment for Light and Power Commission membership – Mark Ostlund, City Attorney
- B. Funding Agreement with MNDOT for Greeley Avenue Rail Crossing Street Improvements – City Administrator

**7. ITEMS FOR DISCUSSION**

- A. Airport Commission Terminal Project Kick-off Meeting, March 7, 2023 at 1:00 PM

**8. ROUTINE BUSINESS**

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

**9. ADJOURNMENT**

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## GLENCOE CITY COUNCIL MEETING MINUTES

**February 21, 2023 – 7:00pm**

City Center Ballroom

Attendees: Ryan Voss, Sue Olson, Cory Neid, Luz Duvall, Mark Hueser, Paul Lemke

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

Others: Rich Glennie, Al Robeck

### 1. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

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

### 2. CONSENT AGENDA

- A. Approve City Council minutes from February 6, 2023
- B. Glencoe Car & Bike Show

*Motion: Neid, seconded by Hueser to add the Mayor Veto under requests to be heard. All in favor, motion carries.*

*Motion: Neid, seconded by Hueser to approve the consent agenda. All in favor, motion carries.*

### 3. PUBLIC COMMENT (agenda items only) - none

### 4. PUBLIC HEARINGS - none

### 5. BIDS AND QUOTES - none

### 6. REQUESTS TO BE HEARD

#### Aa. Resolution 2023-3 Overturn the Mayor Veto 2023-01

At the council meeting on February 6, 2023, a motion was made by Councilor Duvall and seconded by Councilor Hueser to approve selling City owned property. The vote was 3 – 1 with Councilor Olson voting against and Councilor Lemke absent. On February 8, 2023, Mayor Voss vetoed this action.

Olson noted that she was hoping that something could go there to revitalize the downtown area by some type of multi-use building. Neid noted that the location has been for sale for many years and believes the City Council should accept the offer. City Administrator Larson noted that the property has been for sale for 19 years and there was one offer in 2018 that was withdrawn and that was also for a Dollar General. Lemke questioned how much time is needed before the property could be sold to someone that doesn't check every box of the Comprehensive Plan. Mayor Voss stated that we have been contacted by several developers of senior housing. To overturn the Mayor veto, it would need to pass by a four/fifths majority vote.

*Motion: Hueser, seconded by Neid to override the Mayoral Veto of Resolution 2023-3. Vote was 3 – 2 with Duvall and Olson voting against. Motion to override the veto, fails.*

#### A. Juneteenth Holiday – Policy Amendment per State Statute

The State of MN has approved Juneteenth (June 19) as a holiday, effective August 1, 2023. No public business can be done on this holiday. It was recommended to approve the additional Holiday for observance in 2024.

*Motion: Lemke, seconded by Neid to approve Juneteenth as a holiday. All in favor, motion carries.*

#### B. Redevelopment Tax Increment Financing Request of Ryan Voss, RDV Companies to make Improvements to Former Bus Garage Property – Terry Schneider, Project Developers.

##### 1. Set Public Hearing on Tax Increment District for March 20, 2023, at 7:10 PM

City Attorney Mark Ostlund, stated a conflict of interest as RDV Companies is solely owned by Mayor Voss. Mayor Voss stepped down from the City Council desk and sat in the audience; and, VP of the City Council, Cory Neid took the place as acting mayor during this item. RDV Companies was represented by Terry Schneider of Project Developers. Mr. Schneider reviewed the project and the request for Tax Increment Financing Assistance of \$200,000 for the redevelopment of the Bus Garage property on 12<sup>th</sup> Street. The Economic Development Committee reviewed the request and recommended holding a public hearing. Olson stated that

she is for this project. Hueser stated that while he likes the project; he doesn't believe that this project falls into the requirements of a TIF District.

*Motion: Lemke, seconded by Neid, to set a Public Hearing on Tax Increment District on March 20, 2023, at 7:10pm and to work on the TIF District until then. Vote 4 – 1 with Hueser against, motion carries.*

- C. Final Reading of Ordinance – Regarding Light and Power Commission Membership – Mark Ostlund, City Attorney  
Due to confusion on the process for the final reading of the Charter Amendment for membership to the Light and Power Commission, City Attorney Ostlund recommended that the City Council table the final reading until he could provide a legal opinion on the next step in the process.

*Motion: Lemke, seconded by Neid to table the Final Reading of the Light and Power Ordinance Amendment. All in favor, motion carries.*

- D. Waive the Statutory tort limits for Liability Coverage with the League of Minnesota Cities Insurance Trust (LMCIT) – City Administrator

*Motion: Hueser, seconded by Neid to waive the Statutory tort limits for Liability Coverage with the League of Minnesota Cities Insurance Trust. All in favor, motion carries.*

- E. Appoint Christine Davis to the Library Board.

*Motion: Hueser, seconded by Olson to appoint Christine Davis to the Library board. All in favor, motion carries.*

## **7. ITEMS FOR DISCUSSION**

- A. Housing Study Update

Assistant City Administrator, Jon Jerabek, lead in the discussion of the Housing Study. The City of Glencoe had received 2 quotes for a housing study. WSB for \$11,500 and Maxfield Research for \$18,600. The two companies had been interviewed on February 21 by members of the City Council, Planning Commission, and City Staff. It was recommended by City Staff to approve the low quote of WSB for \$11,500.00.

*Motion: Lemke, seconded by Olson to approve moving forward with the plans of a housing study with WSB.. All in favor, motion carries.*

- B. Airport Terminal Project Kick-off Meeting – Moved to March 7<sup>th</sup> at 1:00 PM.

- C. Pioneerland Library, Letter of Resignation from Gabrielle Fountain

*No action required. Ms. Fountain's final day is March 10, 2023*

- D. Highway 212 Update

- 1. Letter of Support

*Motion: Neid, seconded by Duvall to send letter of Support for Highway 212 and County Highway 51 funding in Carver County. All in favor, motion carried.*

## **8. ROUTINE BUSINESS**

- A. Project Updates – Snowstorm preparation update by City Administrator Larson.
- B. Economic Development
- C. Public Input
- D. Reports
- E. Pay City Bills

*Motion Olson, seconded by Neid to pay City Bills. All in favor, motion carried.*

## **9. ADJOURNMENT**

*Motion: Neid, seconded by Hueser to adjourn at 8:34pm. All in favor, motion carried.*

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Ryan Voss, Mayor

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Mark Larson, City Administrator



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

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To: Mayor & City Council

From: Mark Lemen, City of Glencoe, Public Works Director

Date: March 6, 2023

RE: **Item 4A** - Annual Public Hearing of Municipal Separate Storm Sewer System (MS4) – Monday, March 6, 2023

**Item 4A** - This public hearing is mandated by federal regulations under the Clean Water Act and administered by the Minnesota Pollution Control Agency (MPCA).

The following topics will be discussed and then the **Public** will have an opportunity to comment or ask questions.

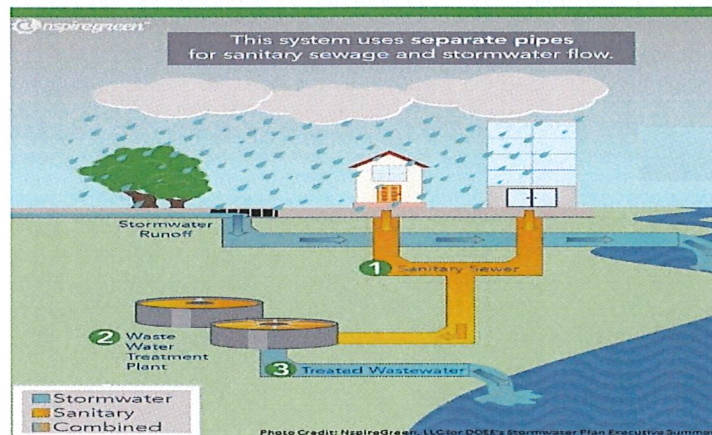
- Environmental harm
- Defining MS4
- Public process
- MS4 general permit
- Reducing storm water
- Simple steps to better water quality

Documentation of this public hearing and comments will be implemented in the 2022 MS4 Annual Report, due by June 1, 2023 to the MPCA.

**Mayor:** Ryan Voss    **City Administrator:** Mark Larson  
**Council Members:** Mark Hueser – Paul Lemke – Cory Neid – Luz Duvall – Sue Olson

## City of Glencoe MS4 Public Hearing

### MS4 MUNICIPAL SEPARATE STORM SEWER SYSTEM



1

## What is MS4?

**A municipal separate storm sewer system (MS4)** is a conveyance or system of conveyances (roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, storm drains, etc.) that is also:

- Owned or operated by a public entity (which can include cities, townships, counties, military bases, hospitals, prison complexes, highway departments, universities, sewer districts, etc.)
- Designed or used for collecting or conveying stormwater
- Not a combined sewer
- Not part of a publicly owned treatment works (MPCA)

2

## Glencoe MS4 Permit and SWPPP (Stormwater Pollution Prevention Plan)

The MS4 general permit is designed to **reduce the amount of sediment and other pollutants entering state waters from stormwater systems**. Entities regulated by the MS4 general permit must develop a stormwater pollution prevention program and adopt best practices

The Stormwater Pollution Prevention Plan (SWPPP) is your plan and guide to understanding and managing stormwater runoff

Access to the SWPPP and MS4 permit can be found at the City Offices and Public Works Director's office at the Glencoe City Center – 1107 11<sup>th</sup> St E Glencoe, MN 55336



MINNESOTA POLLUTION CONTROL AGENCY  
1000 UNIVERSITY AVENUE, SUITE 1000  
ST. PAUL, MINNESOTA 55102-2496  
(612) 224-2600  
www.mn.gov/mnps

**Permittee:** City of Glencoe  
**General Permit Agency:** Great Minnesota Watershed District (GMD) Permit Agency  
**Approval Date:** December 15, 2020  
**Expiration Date:** December 15, 2025

The purpose of this permit is to regulate stormwater discharges from stormwater systems (SWS) and to ensure that the permittee complies with the requirements of the MS4 general permit. The permittee is required to develop and implement a stormwater pollution prevention program (SWPPP) and to conduct regular inspections of the SWS. The permittee is also required to maintain accurate records of all stormwater discharges and to report any violations to the GMD Permit Agency.

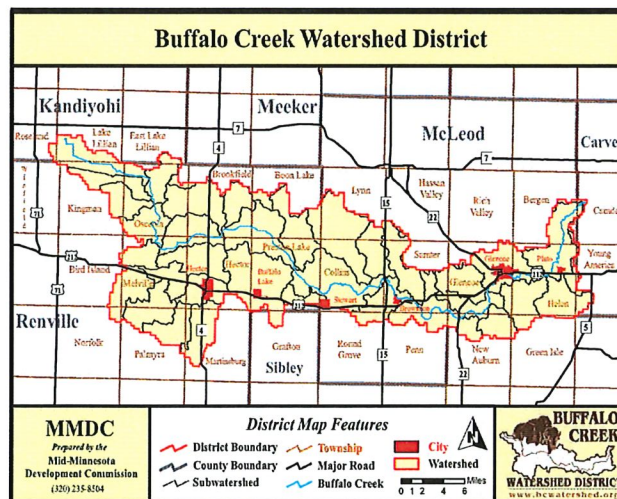
**Signature:** *David B. Kowalski* *For the Minnesota Pollution Control Agency*  
**Signature:** *David B. Kowalski* *For the City of Glencoe*

**Minnesota Pollution Control Agency**  
1000 University Avenue, Suite 1000  
St. Paul, Minnesota 55102-2496  
Phone: (612) 224-2600  
Fax: (612) 224-2601  
Email: [info@mnps.org](mailto:info@mnps.org)  
Website: [www.mn.gov/mnps](http://www.mn.gov/mnps)

## Why does Glencoe require an MS4 Permit?

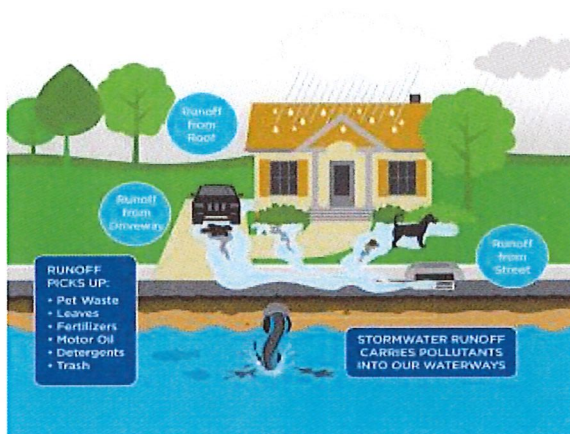
MS4s in Minnesota must satisfy the requirements of the MS4 general permit if they are at least one of the following:

- Located in an urbanized area and used by a population of 1,000 or more
- Owned by a municipality with a population of 10,000 or more
- Have a population of at least 5,000 and the system discharges to specially classified bodies of water.





## Environmental Harm



- Storm Sewers deliver rain and pollution directly to our lakes and rivers.
- Excess amounts of chlorides from salt, heavy metals, nitrogen and phosphorus from fertilizer runoff can create dangerous algae blooms, fish kills, and dangerously negative effects to the biodiversity of the ecosystem.
- Erosion can occur from the destruction of shoreline plant life and flooding.

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## Reducing Storm Water

- Glencoe participates in a rain barrel program along with the cities of Hutchinson and Wilmar.
- The program consists of residents purchasing a rain barrel from the city at a charge of \$30. The barrel comes with hardware to attach to the downspout to catch the rainwater from the roof and gutter system
- In addition, the city is currently investigating an implementation of a rain garden program for residents as well as an adopt-a-catch basin program.

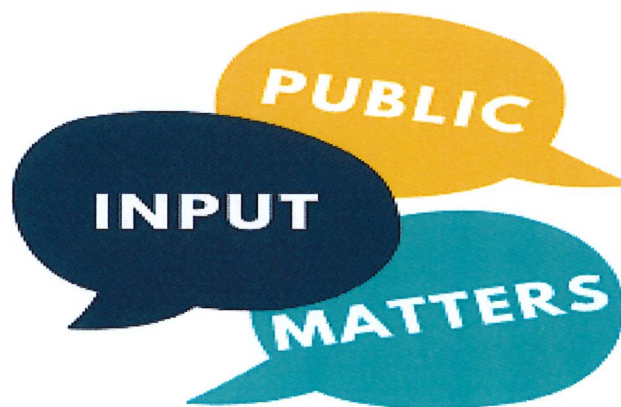
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## Simple Steps To Better Water Quality

- Reduce salt usage on driveways and roadways in the winter
- Pick up and dispose of pet waste into trash bins or designated pet waste disposal containers
- Utilize the Rain barrel program
- Implement a bioinfiltration (rain garden) along impervious surfaces
- Reduce fertilizer usage or be mindful of applications near impervious surfaces

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## Questions or Public Input



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

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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: March 3, 2023

Re: **Item 4B** – Move Public Hearing date for Redevelopment District Tax  
Increment Plan for Bus Garage Project

**Item 4B** – To meet the Statutory requirements for public notice, it is recommended to re-set the Tax Increment Plan Public Hearing to April 17, 2023 by adopting Resolution 2023-04.



## PROJECT SCHEDULE OF EVENTS

**City of Glencoe, Minnesota  
Tax Increment Financing District No. 3-20  
within Municipal Development District No. 3  
(Bus Garage Redevelopment Project)**

<b><i>Task</i></b>	<b><i>Completion Date</i></b>
City Council authorizes preparation of TIF Plan	February 2023
City Council resolution setting date for Public Hearing	N/A
Notice letter to County Commissioner	March 3
Impact letters to County and School District	March 17
Deadline for hearing notice to Official Newspaper	March 29
Hearing Notice published in Official Newspaper	Wednesday, April 5 (by April 6)
<b>Public Hearing</b>	<b>Monday, April 17</b>
City Council resolution creating TIF District	Monday, April 17
Request for Certification sent to County and State	July 2, 2023

**EXTRACT OF MINUTES OF A MEETING OF THE  
CITY COUNCIL OF THE CITY OF  
GLENCOE, MINNESOTA**

HELD: March 6, 2023

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Glencoe, McLeod County, Minnesota, was duly held at the City Center on Monday, the 6th day of March, 2023, at 7:00 o'clock p.m. for the purpose, in part, of calling a public hearing on the proposed establishment of Tax Increment Financing District No. 3-20.

The following Councilmembers were present:

and the following were absent:

Councilor \_\_\_\_\_ introduced the following resolution and moved its adoption;

RESOLUTION NO. 2023-004

CALLING PUBLIC HEARING  
ON THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 3-20,  
AND THE ADOPTION OF A TAX INCREMENT FINANCING PLAN RELATING THERETO

BE IT RESOLVED by the City Council (the "Council") of the City of Glencoe, Minnesota (the "City"), as follows:

1. Public Hearing. This Council shall meet on Monday, April 17, 2023, at approximately 7:00 p.m. to hold a public hearing on the following matters: (a) the establishment of Tax Increment Financing District No. 3-20, and (b) the adoption of the Tax Increment Financing Plan relating thereto, pursuant to and in accordance with Minnesota Statutes, Section 469.174 to 469.1794, inclusive, as amended (the "Act").

2. Notice of Hearing. Filing of Program and Plan. The City Administrator is hereby authorized to cause a notice of the hearing, substantially in the form attached hereto as Exhibit A, to be published as required by the Act, and to place a copy of the proposed Tax Increment Financing Plan for Tax Increment Financing District No. 3-20 on file in City Administrator's Office at City Hall and to make such copies available for inspection by the public.

The motion for the adoption of the foregoing resolution was duly seconded by Councilor \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

**CITY OF GLENCOE  
COUNTY OF MCLEOD  
STATE OF MINNESOTA**

**NOTICE OF PUBLIC HEARING  
ON THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 3-20  
WITHIN MUNICIPAL DEVELOPMENT DISTRICT NO. 3**

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Glencoe, McLeod County, Minnesota, will hold a public hearing on Monday, April 17, 2023, at or after 7:00 p.m., at the Glencoe City Center in the City of Glencoe, Minnesota, relating to the (a) the establishment of Tax Increment Financing District No. 3-20, and (b) the adoption of the Tax Increment Financing Plan relating thereto, all pursuant to and in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, inclusive, as amended (the "Act"). Copies of the Tax Increment Financing Plan as proposed to be adopted will be on file and available for public inspection at the office of the City Administrator at City Hall.

The property included in Tax Increment Financing District No. 3-20 is described in the Tax Increment Financing Plan on file in the office of the City Administrator. A map of the proposed Tax Increment Financing District is set forth below:

(INSERT MAP of Tax Increment Financing District)

All interested persons may appear at the hearing and present their view orally or in writing.

BY ORDER OF THE CITY COUNCIL

/s/ Mark Larson,  
City Administrator

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

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To: Mayor and City Council

From: Jamie Voigt, Public Works Director

Date: March 3, 2023

Re: **Item 5A** – Toolcat Replacement

**Item 5A** - The City of Glencoe is requesting to replace our 2016 Bobcat Toolcat 5600 with 3100 hours.

I have reached out to Farm-Rite Equipment to get a quote on trading in the 2016 Toolcat 5600 on a new Toolcat UW56. It has the same specification as the 2016 with some updates and new model number. Farm-Rite is honoring the quote given to the City of Glencoe in October of 2022. This quote is off the State Bid and does not require the City to obtain other quotes.

Street and Parks has budgeted **\$40,000.00** in 2023 for this replacement.

• 2023/2024 Toolcat UW56	<b>State bid</b>	<b>\$29,642.40</b>
• 2016 Toolcat 5600	<b>Trade in</b>	<b><u>(\$30,500.00)</u></b>
	<b>Total</b>	<b>\$34,163.30</b>

Jamie Voigt  
PWD Streets & Parks  
City of Glencoe



## Product Quotation

Quotation Number: 3231E032985

Date: 2022-10-06 10:15:30

Ship to	Bobcat Dealer	Bill To
City of Glencoe Attn: Jamie Voigt 1107 11th St E Glencoe, MN 55336 Phone: (320) 510-0369 Email: jvoigt@ci.glencoe.mn.us	Farm-Rite Equipment, Inc 901 PARKER AVE P.O. BOX 26 DASSEL MN 55325-0026 Phone: (320) 275-2737 ----- Contact: David Cox Cellular: 320-250-4393 david.cox@farmriteequip.com	City of Glencoe Attn: Jamie Voigt 1107 11th St E Glencoe, MN 55336 Phone: (320) 510-0369

Description	Part No	Qty	Price Ea.	Total
<b>Bobcat UW56</b>	M1225	1	\$55,484.60	\$55,484.60
Adjustable Vinyl Seats	Hydraulic Dump Box			
All-Wheel Steer	Instrumentation: Standard 5" Display with Keyless Start,			
Automatically Activated Glow Plugs	Engine Temperature and Fuel Gauges, Hour meter, RPM			
Auxiliary Hydraulics	and Warning Indicators. Includes maintenance interval			
Variable Flow with dual direction detent	notification, fault display, job codes, quick start, and			
Beverage Holders	security lockouts.			
Bob-Tach	Joystick, Manually Controlled with Lift Arm Float			
Boom Float	Lift Arm Support			
Cargo Box Support	Parking Brake, automatic			
Cruise Control	Power Steering with Tilt Steering Wheel			
Speed Management	Radiator Screen			
Enclosed Cab with HVAC	Rear Receiver Hitch			
Dual Port USB charger	Seat Belts, Shoulder Harness			
Lower Engine Guard	Spark Arrestor Muffler			
Limited Slip Transaxle	Suspension, 4-wheel independent			
Engine and Hydraulic Monitor with Shutdown	Tires: 27 x 10.5-15 (8 ply), Lug Tread			
Front LED Work Lights	Toolcat Interlock Control System (TICS)			
Full-time Four-Wheel Drive	Two-Speed Transmission			
Horsepower Management	Machine Warranty: 12 Months, unlimited hours			
Roll Over Protective Structure (ROPS) . Meets Requirements	Bobcat Engine Warranty: Additional 12 Months or total			
of SAE-J1040 & ISO 3471	of 2000 hours after initial 12 month warranty			
Falling Object Protective Structure (FOPS) . Meets				
Requirements of SAE-J1043 & ISO3449, Level I				
Dome Light				
 Deluxe Road Package	M1225-P01-C01	1	\$2,460.75	\$2,460.75
Deluxe Road Package includes: Backup Alarm, Turn Signals,				
Flashers, Tail Lights, Brake Lights, Rear view mirror, Side				
Mirrors, Horn, Rear work lights, and headlights				
 High Flow Package	M1225-R03-C02	1	\$1,475.60	\$1,475.60
29 X 12.5 Turf Tires	M1225-R05-C05	1	\$668.10	\$668.10
Heavy Duty Battery	M1225-R07-C02	1	\$82.45	\$82.45
Attachment Control	M1225-R08-C02	1	\$200.60	\$200.60
Power Bob-Tach	M1225-R14-C03	1	\$934.15	\$934.15
Radio Option	M1225-R15-C02	1	\$453.05	\$453.05
Traction Control	M1225-R16-C02	1	\$463.25	\$463.25
Rear View Camera	M1225-R20-C01	1	\$306.00	\$306.00
Engine Block Heater	M1225-A01-C02	1	\$110.50	\$110.50
Interior Trim	M1225-A01-C04	1	\$174.25	\$174.25
<b>Description</b>	<b>Part No</b>	<b>Qty</b>	<b>Price Ea.</b>	<b>Total</b>
LED Strobe		1	\$300.00	\$300.00

Total of Items Quoted	\$63,113.30
Dealer P.D.I.	\$150.00
Freight Charges	\$1,400.00
Discount	Trade 2016 Toolcat 5600 AHG813256, 2900 hours.
Quote Total - US dollars	(\$30,500.00)
	\$34,163.30

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: \_\_\_\_\_

Authorized Signature:

Print:\_\_\_\_\_

Sign:\_\_\_\_\_

Date: \_\_\_\_\_

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

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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: March 3, 2023

Re: **Item 5B** – Pavement Management Plan Timeline

**Item 5B** - At the Light and Power Commission meeting on February 23<sup>rd</sup>, the Light and Power approved a motion to include the design and installation of the street light infrastructure in the downtown area (Greeley Avenue and 11<sup>th</sup> Street) in the 2023 Pavement Management Project Plans. This would be similar to the design and installation work that was included in the MNDot Highway 22 project in 2022. The Light and Power Commission will reimburse the City of Glencoe for those costs.

Due to this additional design work, the approval of the plans and specifications for 2023 Pavement Management Project will be delayed by 2 weeks.

SEH will be at the April 3, 2023 meeting to request the approval of plans and to set a bid opening date for the 2023 Pavement Management Project. No action is needed by the City Council at this time.

## Mark Larson

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**From:** Justin Black <jblack@sehinc.com>  
**Sent:** Friday, March 3, 2023 12:31 PM  
**To:** Mark Larson  
**Cc:** Brody Bratsch; John Rodeberg  
**Subject:** 2023 Pavement Improvement Schedule

Mark,

As discussed this morning, we will not be presenting the final plans for the 2023 Pavement Improvement Project at Monday's city council meeting.

Downtown lighting relocation work was added to the project at the end of February. Adding this work has delayed the project timeline.

We are working with our electrical engineers and lighting design team to fast track that design work and we are currently targeting a bid opening in early to mid-May.

We will provide a more detailed schedule next week, including a timeline for when the plans will be brought to city council for final approval and authorization of ad for bids.

Justin Black, PE (MN)  
Principal, Project Manager  
Short Elliott Hendrickson Inc.  
952.913.0702 cell  
Building a Better World for All of Us®

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

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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: March 3, 2023

Re: **Item 6A** – Charter Commission Amendment

**Item 6A** – City Attorney Ostlund will review the next steps in the approval of the proposed Charter Commission amendment to include a member of the Light and Power Commission from within the service territory, but outside the Glencoe City Limits.

# City of Glencoe

## Office of the City Attorney

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Mark W. Ostlund, City Attorney  
16670 Franklin Trail Suite: 210, Prior Lake, MN 55372 – 952-447-2131 – mwo@priorlakelaw.com

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### MEMORANDUM

TO: Glencoe City Council  
FROM: Mark W. Ostlund  
DATE: March 2, 2023  
Re: Charter Commission Amendment

Recently the city council has been considering an amendment by ordinance to Section 9.02 of the Charter allowing for one Light and Power Commission member to reside outside of the corporate limits of the City of Glencoe.

The Charter commission made a recommendation to the City Council to approve the referenced charter amendment, and the City moved forward with ordinance process. The timeline to pass this ordinance proceeded along the same path that an ordinance would otherwise be passed in the City of Glencoe, and this appears to be the problem. The three readings conflicts with the explicit language in the Minn. Stat. 410.12, subd. 7 (enclosed with this memo).

As it currently stands, the charter amendment ordinance the City had previously been considering is deficient due to the timeline requirements in the statute. For that reason, my recommendation is to re-start the statutory process and have the charter commission make a new recommendation. Once that recommendation has been done, the ordinance should be passed based upon the statutory requirements which are as follows:

- 1) Charter commission recommendation
- 2) Within one month of the recommendation, set and publish notice of public hearing, with the text of the ordinance in the public notice.
- 3) Hold public hearing two week after (but not more than one month after) notice is published.
- 4) City council vote once and unanimously pass ordinance.
- 5) Publish approved ordinance
- 6) Charter amendment is effective 90 days from publication
- 7) Amendment can be up to a referendum within 60 days of publication with a 2,000-signature petition.

#### 410.12 AMENDMENTS.

Subdivision 1. **Proposals.** The charter commission may propose amendments to such charter and shall do so upon the petition of voters equal in number to five percent of the total votes cast at the last previous state general election in the city. Proposed charter amendments must be submitted at least 17 weeks before the general election. Only registered voters are eligible to sign the petition. All petitions circulated with respect to a charter amendment shall be uniform in character and shall have attached thereto the text of the proposed amendment in full; except that in the case of a proposed amendment containing more than 1,000 words, a true and correct copy of the same may be filed with the city clerk, and the petition shall then contain a summary of not less than 50 nor more than 300 words setting forth in substance the nature of the proposed amendment. Such summary shall contain a statement of the objects and purposes of the amendment proposed and an outline of any proposed new scheme or frame work of government and shall be sufficient to inform the signers of the petition as to what change in government is sought to be accomplished by the amendment. The summary, together with a copy of the proposed amendment, shall first be submitted to the charter commission for its approval as to form and substance. The commission shall within ten days after such submission to it, return the same to the proposers of the amendment with such modifications in statement as it may deem necessary in order that the summary may fairly comply with the requirements above set forth.

Subd. 1a. **Alternative methods of charter amendment.** A home rule charter may be amended only by following one of the alternative methods of amendment provided in subdivisions 1 to 7.

Subd. 2. **Petitions.** The signatures to such petition need not all be appended to one paper, but to each separate petition there shall be attached an affidavit of the circulator thereof as provided by this section. A petition must contain each petitioner's signature in ink or indelible pencil and must indicate after the signature the place of residence by street and number, or other description sufficient to identify the place. There shall appear on each petition the names and addresses of five electors of the city, and on each paper the names and addresses of the same five electors, who, as a committee of the petitioners, shall be regarded as responsible for the circulation and filing of the petition. The affidavit attached to each petition shall be as follows:

State of ..... )  
 ) ss.  
 County of ..... )

..... being duly sworn, deposes and says that the affiant, and the affiant only, personally circulated the foregoing paper, that all the signatures appended thereto were made in the affiant's presence, and that the affiant believes them to be the genuine signatures of the persons whose names they purport to be.

Signed .....

(Signature of Circulator)

Subscribed and sworn to before me

this ..... day of ..... .....

Notary Public (or other officer)

authorized to administer oaths



The foregoing affidavit shall be strictly construed and any affiant convicted of swearing falsely as regards any particular thereof shall be punishable in accordance with existing law.

Subd. 3. **May be assembled as one petition.** All petition papers for a proposed amendment shall be assembled and filed with the charter commission as one instrument. Within ten days after such petition is transmitted to the city council, the city clerk shall determine whether each paper of the petition is properly attested and whether the petition is signed by a sufficient number of voters. The city clerk shall declare any petition paper entirely invalid which is not attested by the circulator thereof as required in this section. Upon completing an examination of the petition, the city clerk shall certify the result of the examination to the council. If the city clerk shall certify that the petition is insufficient the city clerk shall set forth in a certificate the particulars in which it is defective and shall at once notify the committee of the petitioners of the findings. A petition may be amended at any time within ten days after the making of a certificate of insufficiency by the city clerk, by filing a supplementary petition upon additional papers signed and filed as provided in case of an original petition. The city clerk shall within five days after such amendment is filed, make examination of the amended petition, and if the certificate shall show the petition still to be insufficient, the city clerk shall file it in the city clerk's office and notify the committee of the petitioners of the findings and no further action shall be had on such insufficient petition. The finding of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

Subd. 4. **Election.** Amendments shall be submitted to the qualified voters at a general or special election and published as in the case of the original charter. The form of the ballot shall be fixed by the governing body. The statement of the question on the ballot shall be sufficient to identify the amendment clearly and to distinguish the question from every other question on the ballot at the same time. If 51 percent of the votes cast on any amendment are in favor of its adoption, copies of the amendment and certificates shall be filed, as in the case of the original charter and the amendment shall take effect in 30 days from the date of the election or at such other time as is fixed in the amendment.

Subd. 5. **Amendments proposed by council.** The council of any city having a home rule charter may propose charter amendments to the voters by ordinance. Any ordinance proposing such an amendment shall be submitted to the charter commission. Within 60 days thereafter, the charter commission shall review the proposed amendment but before the expiration of such period the commission may extend the time for review for an additional 90 days by filing with the city clerk its resolution determining that an additional time for review is needed. After reviewing the proposed amendment, the charter commission shall approve or reject the proposed amendment or suggest a substitute amendment. The commission shall promptly notify the council of the action taken. On notification of the charter commission's action, the council may submit to the people, in the same manner as provided in subdivision 4, the amendment originally proposed by it or the substitute amendment proposed by the charter commission. The amendment shall become effective only when approved by the voters as provided in subdivision 4. If so approved it shall be filed in the same manner as other amendments. Nothing in this subdivision precludes the charter commission from proposing charter amendments in the manner provided by subdivision 1.

Subd. 6. **Amendments, cities of the fourth class.** The council of a city of the fourth class having a home rule charter may propose charter amendments by ordinance without submission to the charter commission. Such ordinance, if enacted, shall be adopted by at least a four-fifths vote of all its members after a public hearing upon two weeks' published notice containing the text of the proposed amendment and shall be approved by the mayor and published as in the case of other ordinances. The council shall submit the proposed amendment to the people in the manner provided in subdivision 4, but not sooner than three months after the passage of the ordinance. The amendment becomes effective only when approved by the voters as provided in subdivision 4. If so approved, it shall be filed in the same manner as other amendments.

**Subd. 7. Amendment by ordinance.** Upon recommendation of the charter commission the city council may enact a charter amendment by ordinance. Within one month of receiving a recommendation to amend the charter by ordinance, the city must publish notice of a public hearing on the proposal and the notice must contain the text of the proposed amendment. The city council must hold the public hearing on the proposed charter amendment at least two weeks but not more than one month after the notice is published. Within one month of the public hearing, the city council must vote on the proposed charter amendment ordinance. The ordinance is enacted if it receives an affirmative vote of all members of the city council and is approved by the mayor and published as in the case of other ordinances. An ordinance amending a city charter shall not become effective until 90 days after passage and publication or at such later date as is fixed in the ordinance. Within 60 days after passage and publication of such an ordinance, a petition requesting a referendum on the ordinance may be filed with the city clerk. The petition must be signed by registered voters equal in number to at least five percent of the registered voters in the city or 2,000, whichever is less. If the requisite petition is filed within the prescribed period, the ordinance shall not become effective until it is approved by the voters as in the case of charter amendments submitted by the charter commission, the council, or by petition of the voters, except that the council may submit the ordinance at any general or special election held at least 60 days after submission of the petition, or it may reconsider its action in adopting the ordinance. As far as practicable the requirements of subdivisions 1 to 3 apply to petitions submitted under this section, to an ordinance amending a charter, and to the filing of such ordinance when approved by the voters.

**History:** (1286) *RL s 756; 1907 c 199 s 1; 1911 c 343 s 1; 1939 c 292 s 1; 1943 c 227 s 1; 1949 c 122 s 1; 1959 c 305 s 3,4; 1961 c 608 s 5,6; 1969 c 1027 s 3; 1973 c 503 s 1-4; 1986 c 444; 1998 c 254 art 1 s 107; 1999 c 132 s 42; 2005 c 93 s 1; 2008 c 331 s 7; 2010 c 184 s 43*

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Separate Agenda Items**



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

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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: March 3, 2023

Re: **Item 6B** – Funding Agreement with MNDOT for Greeley Avenue Improvements.

**Item 6B** – In a project, initiated by MNDOT for improved Signals at Greeley Avenue Rail Crossing, MNDOT is going to provide funding of \$90,000 toward the project. MNDot is willing to participate as Greeley Avenue is a Municipal State Aid Route (MSAS 117).

With the installation of signalized crossarms at the crossing, the street will need to be required to be narrowed meet rail safety guidelines. This will include narrowing of the sidewalk, curb and gutter, and the bituminous street surface.

It is recommended to approve Resolution 2023 – 04 to authorize the City to execute the agreement with MNDOT for the improvement funding.

We are also working with Twin City and Western (TCW) Railroad to replace the rubberized crossing with a concrete crossing. Typically, the City will pay for the cost of Materials and the railroad will provide the engineering and labor to install the crossing. This will be an agenda item at an upcoming meeting.

**Resolution 2023-05**  
**LOCAL AGENCY RESOLUTION**

BE IT RESOLVED that the City of Glencoe (Local Agency) enter into an agreement with the Commissioner of Transportation for roadway improvements at the Greeley Ave. (MSAS 117) railroad crossing (USDOTNO. 393378S) over the tracks of the Twin Cities & Western Railroad Company.

BE IT FURTHER RESOLVED, that the \_\_\_\_\_ and \_\_\_\_\_  
(Title) (Title)

be and they are hereby authorized to execute said agreement and any amendments thereto for and on behalf of the Local Agency.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

STATE OF MINNESOTA

C E R T I F I C A T I O N

CITY OF GLENCOE

I hereby certify that the foregoing Resolution is a true and correct copy of a Resolution presented to and adopted by the City of Glencoe Board at a duly authorized meeting thereof held by the City Council, in the City of Glencoe, McCleod County, Minnesota, on the \_\_\_\_ day of \_\_\_\_\_, 2023 as disclosed by the records of said City in my possession.

By: \_\_\_\_\_

Title: \_\_\_\_\_



2/27/2023

Mark Larson  
City Administrator  
City of Glencoe  
1107 11th St. E, Suite 107  
Glencoe, MN 55336

RE: State Project No.: 88R8-411  
USDOT No.: 393378S  
Location: Greeley Ave (MSAS 117), located in Glencoe, McCleod County, MN  
Agreement No.: 1053040  
Railroad Company: Twin Cities & Western  
Project Description: Grade Crossing Roadway Modifications

Mr. Larson,

Enclosed is a copy of the above referenced agreement to make roadway modifications at the Greeley Ave grade crossing.

There are two pages that must be signed and completed by the City of Glencoe:

1. The main signature page requires the signatures of two city officials.
2. The resolution page should be certified or attested to by an appropriate official. You may use the page provided to you or submit one of your own.

Once the agreement is signed, return it to the above address for processing. A fully executed copy will be returned to you.

Please contact me if you have any questions or concerns.

Sincerely,



Chris Rice  
Railroad Safety and Coordination Project Manager  
Phone: 651-366-3673  
chris.rice@state.mn.us

Enclosure: Agreement No. 1053040  
CC: File (eDocs)



AGREEMENT NO.	1053040
US DOT NO.	393378S
STATE PROJECT	88R8-411
FUNDS	100% State (Lump Sum)
Railroad Highway Grade Crossing Improvements	
Greeley Ave. (MSAS 117) in Glencoe, McCleod County, Minnesota	
City of Glencoe	

**THIS AGREEMENT**, made and entered into by and between the **CITY OF GLENCOE**, (Local Agency), and the **STATE OF MINNESOTA through its COMMISSIONER OF TRANSPORTATION** (State),

**RECITALS:**

1. Greeley Ave. (MSAS 117) as now established crosses the track of the Twin Cities & Western Railroad Company at grade in Glencoe, McCleod County, being shown on the print attached and marked Exhibit "B".
2. The State and Local Agency have agreed that the Greeley Ave. (MSAS 117) railroad grade crossing would benefit from improvements to narrow the roadway geometry to a single lane in each direction (Project).
3. The State has agreed to reimburse the Local Agency for the cost to modify the roadway geometry at the grade crossing (Project).
4. The Local Agency is willing to provide the material and labor necessary to make the improvements for the Project.
5. The State of Minnesota, pursuant to Minnesota Statutes Section 219.1651, is authorized to enter into an agreement with the Local Agency for the work.

**CONTRACT:**

**1. EXHIBITS**

**1.1** The State's "Standard Clauses for Railroad-Highway Agreements" (Standard Clauses) is attached and incorporated as Exhibit "A." Except as expressly modified, all of the terms and conditions set forth in the Standard Clauses are incorporated into this Agreement.

**1.2** Exhibit "B", the location print is attached and incorporated into this Agreement.

**2. WORK PERFORMANCE AND TIME SCHEDULE**

**2.1** At the request of the State, and subsequent to the execution of this Agreement, the Local Agency will furnish all material for and perform all work necessary to complete the Project. The Local Agency will contact Twin Cities & Western Railroad Company to request a flagger prior to working within the railroad right of way.

**2.2** This Agreement is effective upon the date the State obtains all signatures required by Minnesota Statutes Section 16C.05, Subdivision 2, any work by the Local Agency prior to the effective date of this Agreement is not reimbursable. Work by the Local Agency must be completed within 12 months after the date the Local Agency is authorized in writing to begin work. If the Local Agency determines it is not possible to complete the work by that date, it will make a written request to the State to extend the time for completion, detailing the reason for the request.

**3. LUMP SUM COST**

**3.1** For the roadway work to be performed by the Local Agency under paragraph 2 of this Agreement, the State and the Local Agency have agreed upon a **LUMP SUM PAYMENT of \$90,000.00**. The lump sum amount will be paid to the Local Agency by the State when the State certifies that the work has been satisfactorily completed.

**4. WORK CHANGES**

**4.1** If it is determined by the parties that a change is required in work to be performed by the Local Agency, pursuant to paragraph 2 above, such change will be authorized only by written amendment to this Agreement. Such amendment must be approved and executed prior to the performance of the work involved in the change.

**5. MODIFICATIONS OF STANDARD CLAUSES (EXHIBIT “A”)**

The following clauses of the “STANDARD CLAUSES” are modified as follows in the context of this Agreement:

- 7. WORK REPORTS** – deleted in its entirety.
- 8. REIMBURSEMENT** - deleted in its entirety, as this provision does not apply to a lump sum agreement.
- 10. COST SHARING** - deleted in its entirety.
- 12. OVERRUN OF ESTIMATED COSTS WITH NO WORK CHANGES** – deleted in its entirety, as this provision does not apply to a lump sum agreement.
- 16. DISADVANTAGED BUSINESS ENTERPRISE** – deleted in its entirety, as there are no federal funds being used.

**CITY OF GLENCOE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_ Dated: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*\*\*\*

**STATE OF MINNESOTA:**

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Manager, Rail Safety and Coordination Section

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_ SWIFT:  
\_\_\_\_\_

**APPROVED:  
DEPARTMENT OF ADMINISTRATION**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Authorized Signature

## EXHIBIT "A"

### STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

#### STANDARD CLAUSES FOR RAILROAD-HIGHWAY AGREEMENTS

##### **1. EFFECTIVE DATE**

This Agreement will become effective upon the date State obtains all signatures required by Minnesota Statutes Section 16C.05 (Subd. 2).

##### **2. CANCELLATION**

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

##### **3. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

##### **4. COMMISSIONER'S OFFICIAL CAPACITY**

The Commissioner of Transportation of the State of Minnesota is acting in an official capacity only and is not personally responsible or liable to the Local Agency or to any person or persons whomsoever for any claims, damages, actions, or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance or completion of the project.

##### **5. DATA DISCLOSURE**

Under Minnesota Statutes Section 270C.65, and other applicable law, the Local Agency consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Agency to file state tax returns and pay delinquent state tax liabilities, if any.

##### **6. ELIGIBILITY OF COSTS**

Pursuant to Minnesota Rule 8830.3300, the provisions contained in Federal-Aid Policy Guide, Chapter 1, Subchapter G, Part 646, Subpart B and Chapter 1, Subchapter B, Part 140, Subpart I, apply to railway-highway project, regardless of the method of financing the project.

## **7. WORK REPORTS**

The Local Agency will furnish the State's Engineer in charge of the project:

- a. "Form 21191, Minnesota Department of Transportation, Daily Utility Report", or equivalent approved by the State's engineer showing the number of people on payroll, classification, and total hours worked, and equipment used, at a time mutually agreed upon by the Local Agency and the State.
- b. Full detailed information as to progress of work and amount of labor and material used as of the time of request.

The Local Agency will, make other reports, keep other records and perform other work in such manner a time as may be necessary to enable State to collect and obtain available federal aid.

## **8. REIMBURSEMENT**

The State will reimburse the Local Agency for actual expenses incurred performing the work set forth in this Agreement. Payments will be made in accordance with the following:

- a. State will make payments in accordance with Minnesota Statutes §16A.124.
- b. Invoices for labor and materials ("partial invoices") may be submitted on a periodic basis during the term of the project, but not more frequently than once per month. These valid partial invoices will be paid 30 days from the date they are received by the Office of Freight and Commercial Vehicle Operations, Railroad Administration Section.
- c. Partial invoices that are not approved due to disputed items will be returned to the Local Agency with a request for an explanation for any disputed items. If the dispute is resolved, the State shall pay the Local Agency within 30 days of receiving a corrected invoice. The State may pay the non-disputed portion of any disputed invoice.
- d. Final invoices must be submitted within 120 days of the completion of the reimbursable railroad work. Invoices submitted after this date, and less than one (1) year after the last activity on the project will not be paid, unless good cause is shown for the delay in the submission of the invoice. In accordance with federal regulations, 23 CFR 140.922, any final invoice received more than one (1) year after the last reimbursable railroad work will not be paid.
- e. Partial invoices must be based on actual (not estimated) costs incurred. Partial invoices need not be itemized, but State must be able to substantiate costs by checking the Local Agency's records. The final invoice will be a detailed, itemized statement of all items of work performed by the Local Agency, as shown in the appropriate exhibit or exhibits attached to this Agreement, and shall be marked "Final Invoice".
- f. Payment of the final invoice will be made after State inspects and approves the work. Subsequently, the final invoice will be forwarded for audit by the State, in accordance with the requirements of state and federal laws and regulation. The Local Agency will keep account of its work in such a way that accounts may be readily audited. In the event that any amount previously paid to the Local Agency is in excess of the actual cost determined by audit, the Local Agency, upon notice from the State, will within 30 days pay to the State the difference. Conversely, in the event that any amount previously paid to the Local Agency is less than the actual costs determined by audit, the State shall pay the actual costs due within 30 days of the determination of the actual costs of the work.
- g. All invoices shall be addressed as follows:



Mn/DOT Office of Freight and Commercial Vehicle Operations  
M.S. 470, Rail Administration Section  
395 John Ireland Boulevard  
St. Paul, MN 55155-1899

## **9. WORKERS' COMPENSATION**

The Local Agency certifies that it is in compliance with workers' compensation insurance coverage required by Minnesota Law, or Federal Law if the Local Agency is subject to Federal Law which preempts the Minnesota Law. The Local Agency will require its contractors to present proof of coverage under the Minnesota Workers Compensation Act. The Local Agency's employees and agents will not be considered State employees. Any claims arising under workers compensation laws and any claims made by a third party as a consequence of the acts or omissions of the Local Agency, its agents, employees or contractors are in no way the responsibility of the State.

## **10. COST-SHARING**

If the cost of a project is being shared by the State and other parties, each party should receive a bill setting forth its proportional share of the costs whenever a project billing is submitted.

## **11. INSPECTION, STANDARDS OF PERFORMANCE**

The Local Agency will permit the State to inspect and approve the work performed under this Agreement during the regular working hours of the Local Agency without prior notice. The State may refuse to approve any and all work performed under this Agreement for failure to comply with applicable standards for work of that type. If the State fails to approve the work performed under this Agreement, the State may refuse to make any further payments under this Agreement until the work at issue is performed in accordance with acceptable standards for work of this type and said work is approved by the State.

The Local Agency warrants that it will perform all work under this Agreement in a workmanlike and timely manner in accordance with all applicable standards for work of the type at issue. Should the work fail to be performed in a timely manner or in accordance with applicable standards, the State may immediately suspend further payments under this Agreement and the Local Agency must repay all funds expended on unsatisfactory work.

## **12. OVERRUN OF ESTIMATED COSTS WITH NO WORK CHANGES**

If it appears to the Local Agency, at any time subsequent to the date of this Agreement and prior to the final completion of such work, that the actual cost of the project will exceed the estimated cost, the Local Agency must send written request for approval to the State. The request will explain the reasons for the additional costs and the amount of the costs. If State approves such request, State will encumber additional funds and then issue a notice to proceed. Any additional expenses incurred by the Local Agency prior to receiving notice to proceed may not be reimbursed by State.

## **13. STATE AUDITS**

Under Minnesota Statutes Section 16.C.05, subd. 5, the Local Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after an appropriate State official certifies the Local Agency's completion of the construction required under this Agreement.

#### **14. DATA PRACTICES**

Government Data Practices. Local Agency and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Local Agency under this Agreement. The civil remedies of Minnesota Statutes Section §13.08 apply to the release of the data governed by the Minnesota Government Data Practices Act by either Local Agency or the State.

If Local Agency receives a request to release the data referred to in this Clause, Local Agency must immediately notify State. State will give Local Agency instructions concerning the release of the data to the requesting party before the data is released.

#### **15. NONDISCRIMINATION**

If the Local Agency enters into a contract with a contractor, to perform all or any portion of the Local Agency's work set forth in this Agreement, the Local Agency for itself, its assigns and successors in interest, agrees that it will not discriminate in its choice of contractors and will include all of the nondiscrimination provisions in this agreement and as set forth in "Appendix A" attached hereto and made a part hereof.

#### **16. DISADVANTAGED BUSINESS ENTERPRISE**

The disadvantaged business enterprise requirements of 49 CFR 26, apply to this Agreement. The Local Agency will insure that disadvantaged business enterprises as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts, financed in whole or in part with federal funds. In this regard, the Local Agency will take all necessary and reasonable steps in accordance with 49 CFR 26, to insure that disadvantaged business enterprises have the maximum opportunity to compete for and perform any contracts awarded under this Agreement. The Local Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts under this Agreement. Failure to carry out the above requirements constitutes breach of this Agreement, and may result in termination of the Agreement by the State, and possible debarment from performing other contractual services with the Federal Department of Transportation.

#### **17. AMENDMENTS, WAIVER, MERGER, AND COUNTERPARTS**

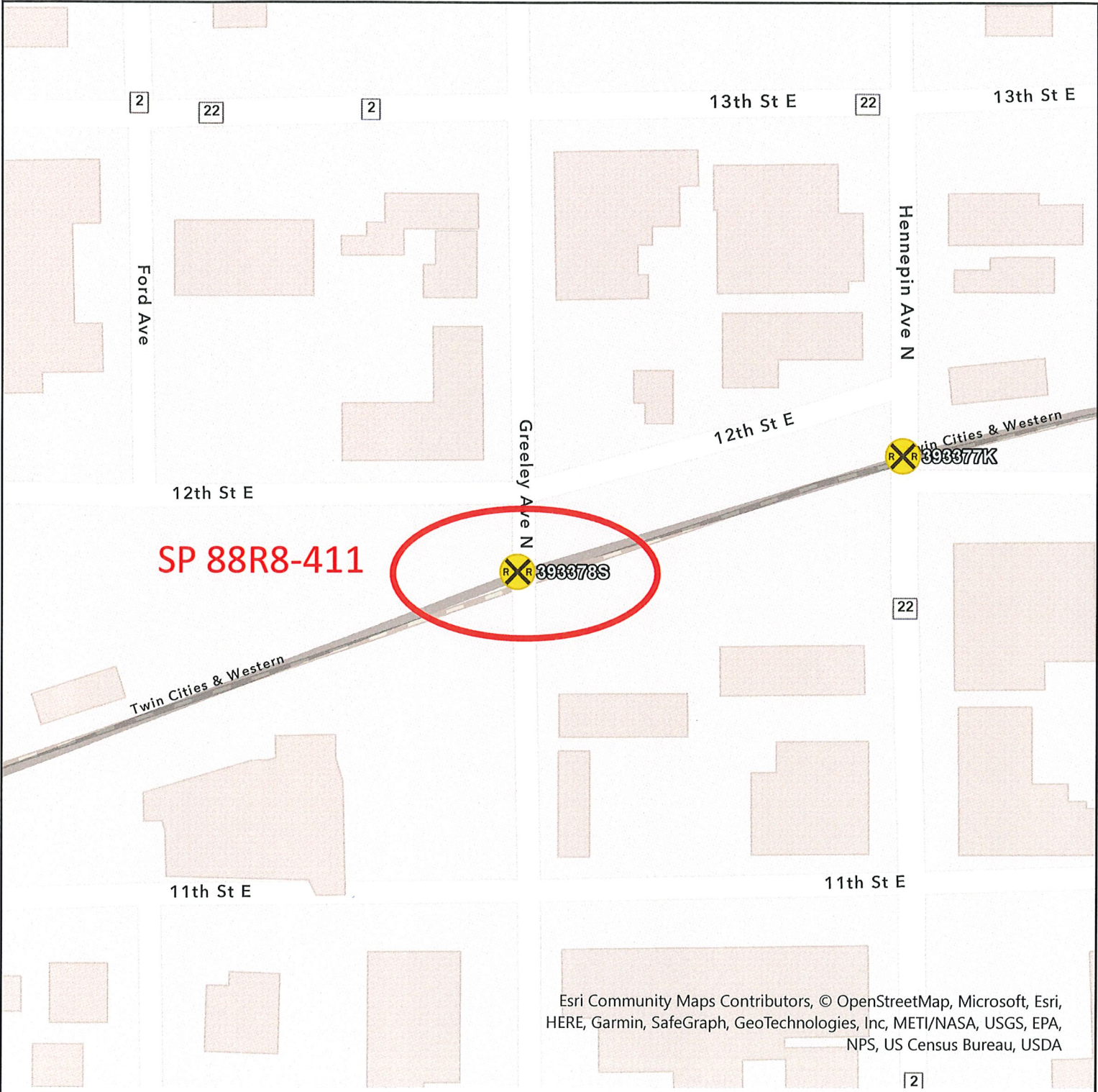
Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a party to enforce any provision of this Agreement will not constitute or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and agreements between the Local Agency and the State. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind either or both of the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

## APPENDIX A

### Non-Discrimination Provisions of Title VI of the Civil Rights Act of 1964

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 will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground 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 either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B" and "C".
- (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 equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligation under this contract and the Regulations relative to discrimination on the ground of race, color or national origin.
- (4) **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions 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 Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for noncompliance:** In the event of contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor will include the provisions of paragraph (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



SP 88R8-411

393378S

393377K

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Separate Agenda Items**

# CITY OF GLENCOE BILLS

MARCH 6, 2023

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

<u>VENDOR</u>	<u>DEPARTMENT: DESCRIPTION</u>	<u>TOTAL</u>
CITY OF GLENCOE EMPLOYEES	MULTIPLE DEPTS.: CITY OF GLENCOE PAYROLL 11-30-22	\$69,852.05
WIRE TRANSFER	MULTIPLE DEPTS.: MEDICA INSURANCE PREMIUMS	\$45,615.47
WIRE TRANSFER	MULT DEPTS:EMP/CITY PAYROLL TAXES,HSA,PERA,D COMP,CAFE	\$49,720.21
	TOTAL PREPAID BILLS ----->	<u><u>\$165,187.73</u></u>



## INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

MARCH 6, 2023 - PREPAID BILLS

Date: 03/03/2023

Time: 12:58 pm

Page: 1

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ARTISAN BEER COMPANY	1258	LIQUOR STORE: MERCH FOR RESALE	175850	11/30/2022	374.80
				Vendor Total:	374.80
BRASS FOUNDRY BREWING CO	0823	LIQUOR STORE: MERCH FOR RESALE	175861	12/05/2022	65.94
				Vendor Total:	65.94
BREAKTHRU BEVERAGE	0513	LIQUOR STORE: MERCH FOR RESALE	175851	11/30/2022	3,509.65
BREAKTHRU BEVERAGE	0513	LIQUOR STORE: MERCH FOR RESALE	175862	12/05/2022	709.85
				Vendor Total:	4,219.50
C & L DISTRIBUTING	0492	LIQUOR STORE: MERCH FOR RESALE	175852	11/30/2022	16,871.60
				Vendor Total:	16,871.60
CROW RIVER WINERY	2067	LIQUOR STORE: MERCH FOR RESALE	175863	12/05/2022	814.80
				Vendor Total:	814.80
DAHLHEIMER BEVERAGE	0003	LIQUOR STORE: MERCH FOR RESALE	175853	11/30/2022	14,276.55
				Vendor Total:	14,276.55
JOHNSON BROS - ST PAUL	0504	LIQUOR STORE: MERCH FOR RESALE	175854	11/30/2022	1,618.41
JOHNSON BROS - ST PAUL	0504	LIQUOR STORE: MERCH FOR RESALE	175864	12/05/2022	2,286.40
				Vendor Total:	3,904.81
MARLIN'S TRUCKING	1387	LIQUOR STORE: MERCH FOR RESALE	175855	11/30/2022	738.50
				Vendor Total:	738.50
MINNESOTA PUBLIC EMPLOYEE	1439	POLICE: UNION DUES	175865	12/05/2022	126.00
				Vendor Total:	126.00
MORGAN CREEK VINEYARDS	0784	LIQUOR STORE: MERCH FOR RESALE	175866	12/05/2022	333.60
				Vendor Total:	333.60
NCPERS GROUP LIFE INS	1619	ADMIN: INS PREMIUMS	175867	12/05/2022	16.00
				Vendor Total:	16.00
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR STORE: MERCH FOR RESALE	175856	11/30/2022	3,822.45
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR STORE: MERCH FOR RESALE	175868	12/05/2022	9,031.92
				Vendor Total:	12,854.37
PPLSI	0485	MULT DEPTS: INS PREMIUMS	175869	12/05/2022	112.60
				Vendor Total:	112.60
ROLLING FORKS VINEYARDS	0135	LIQUOR STORE: MERCH FOR RESALE	175857	11/30/2022	578.52
				Vendor Total:	578.52
SOUTHERN GLAZER'S OF MN	1429	LIQUOR STORE: MERCH FOR RESALE	175858	11/30/2022	3,169.15
SOUTHERN GLAZER'S OF MN	1429	LIQUOR STORE: MERCH FOR RESALE	175870	12/05/2022	3,181.76
				Vendor Total:	6,350.91
VIKING BEVERAGES	0973	LIQUOR STORE: MERCH FOR RESALE	175859	11/30/2022	9,114.30
				Vendor Total:	9,114.30
VINOCOPIA, INC.	1353	LIQUOR STORE: MERCH FOR RESALE	175860	11/30/2022	98.50
				Vendor Total:	98.50
VISA	0350	MULT DEPTS: POSTAGE, SUPPLIES, ELECTION JUDGE MEALS, MINOR EQ	175871	12/05/2022	2,383.04
				Vendor Total:	2,383.04
				Grand Total:	73,234.34
				Less Credit Memos:	0.00
				Net Total:	73,234.34
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	73,234.34
Total Invoices:	22				

# INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
BME LAB AND SCIENCE	2290	WWTP: ANNUAL EQUIPMENT CALIBRATION	0	00/00/0000	435.00
				Vendor Total:	435.00
BRADLEY SECURITY, LLC	0209	WWTP, CITY CENTER: KEYS & KEYCARDS	0	00/00/0000	163.50
				Vendor Total:	163.50
CENGAGE LEARNING INC-GALE	1828	LIBRARY: BOOKS	0	00/00/0000	49.48
				Vendor Total:	49.48
CENTER POINT LARGE PRINT	1349	LIBRARY: BOOKS	0	00/00/0000	146.22
				Vendor Total:	146.22
CENTERPOINT ENERGY	0204	WWTP: NATURAL GAS	0	00/00/0000	18,070.97
				Vendor Total:	18,070.97
EDAM	1827	ADMIN: CONFERENCE FEES	0	00/00/0000	350.00
				Vendor Total:	350.00
EGGERSGLUESS, BRAD	0869	ADMIN: MONTHLY CELL PHONE REIMB	0	00/00/0000	50.00
				Vendor Total:	50.00
FARM-RITE EQUIPMENT	0947	STREET: FILTERS	0	00/00/0000	281.15
				Vendor Total:	281.15
FLEET SERVICES DIVISION	2144	POLICE: SQUAD CAR LEASES	0	00/00/0000	3,809.11
				Vendor Total:	3,809.11
FOSTER MECHANICAL, INC.	0647	ADMIN: BOILER REPAIR	0	00/00/0000	285.00
				Vendor Total:	285.00
FREITAG, BENTON	0659	CABLE TV: COUNCIL MEETING RECORDINGS	0	00/00/0000	100.00
				Vendor Total:	100.00
GACC TOURISM	0168	REIMB: LODGING TAX	0	00/00/0000	227.88
				Vendor Total:	227.88
GAVIN, JANSSEN, STABENOW &	0087	POLICE: LEGAL SERVICES	0	00/00/0000	6,409.00
				Vendor Total:	6,409.00
GILLETTE PEPSI COMPANIES, INC	0496	LIQUOR STORE: MERCH FOR RESALE	0	00/00/0000	299.00
				Vendor Total:	299.00
GOPHER STATE ONE CALL	0482	WATER, WWTP, STORM WATER: LOCATE TICKETS	0	00/00/0000	4.05
				Vendor Total:	4.05
HARPEL, MORGAN	0622	CITY CENTER: DAMAGE DEPOSIT REFUND	0	00/00/0000	92.62
				Vendor Total:	92.62
HARTWIG, MITCHELL	1878	WWTP: CDL LICENSE REIMB	0	00/00/0000	67.25
				Vendor Total:	67.25
HAWKINS, INC.	1133	AQUATIC CENTER: CHEMICALS	0	00/00/0000	70.00
				Vendor Total:	70.00
HCA ASSET MANAGEMENT	1470	ADMIN: INSURANCE APPRAISAL	0	00/00/0000	2,500.00
				Vendor Total:	2,500.00
JERABEK, JON	1994	CITY CNETER: MONTHLY CELL PHONE REIMB	0	00/00/0000	50.00
				Vendor Total:	50.00
KDUZ - KARP - KGLB	2248	CITY CENTER, LIQUOR STORE: ADVERTISING	0	00/00/0000	1,063.00
				Vendor Total:	1,063.00
LEAGUE OF MN. CITIES INS TRUS	0915	ADMIN.: INSURANCE DEDUCTIBLE	0	00/00/0000	1,000.00
				Vendor Total:	1,000.00
MCOA	1207	AIRPORT: MEMBERSHIP RENEWAL	0	00/00/0000	150.00
				Vendor Total:	150.00

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
METRO SALES, INC	1066	POLICE, LIBRARY: EQUIPMENT LEASE	0	00/00/0000	417.45
				Vendor Total:	417.45
MINI BIFF	0177	PARK: WASTE REMOVAL	0	00/00/0000	114.24
				Vendor Total:	114.24
MVTL , INC.	0353	WWTP: LAB SUPPLIES	0	00/00/0000	71.20
				Vendor Total:	71.20
NDC TRAINING	1117	ADMIN: CLASS FEES	0	00/00/0000	1,700.00
				Vendor Total:	1,700.00
NUVERA	2120	MULT DEPTS: INTERNET, PHONE, IT SUPPORT	0	00/00/0000	4,839.52
				Vendor Total:	4,839.52
PITNEY BOWES BANK INC	0271	ADMIN: POSTAGE	0	00/00/0000	587.98
				Vendor Total:	587.98
PLUNKETT'S PEST CONTROL, INC	0446	WWTP: PEST CONTROL	0	00/00/0000	94.06
				Vendor Total:	94.06
POWERPLAN	1171	STREET: EQUIPMENT REPAIR PARTS	0	00/00/0000	362.23
				Vendor Total:	362.23
PREMIUM WATERS, INC.	1081	LIBRARY: WATER	0	00/00/0000	44.49
				Vendor Total:	44.49
QUILL LLC	1691	LIBRARY: OFFICE SUPPLIES	0	00/00/0000	61.81
				Vendor Total:	61.81
REVIER WELDING	1509	SANITATION: LEAF VAC PARTS	0	00/00/0000	950.24
				Vendor Total:	950.24
SAM'S TIRE SERVICE INC.	0250	PARK: TIRE REPAIR	0	00/00/0000	24.95
				Vendor Total:	24.95
SEH	1757	STREET, '21 ST IMPROVE, STORM WATER: ENGINEERING SERVICES	0	00/00/0000	21,050.50
				Vendor Total:	21,050.50
SHRED-N-GO, INC	0032	FINANCE, POLICE: PAPER SHREDDING SERVICE	0	00/00/0000	69.08
				Vendor Total:	69.08
SOUTHWEST INITIATIVE	1062	ADMIN: 2023 APPROPRIATION	0	00/00/0000	500.00
				Vendor Total:	500.00
STAR GROUP, L.L.C.	0972	STREET, PARK, WATER, WWTP: FILTERS, LUBRICANTS, PARTS	0	00/00/0000	296.65
				Vendor Total:	296.65
STARRY'S EMBROIDERY	1868	COUNCIL, ADMIN, REIMB, CITY CENTER: SHIRTS	0	00/00/0000	527.00
				Vendor Total:	527.00
STORM TRUCKING, LLC	1687	STREET: SNOW HAULING	0	00/00/0000	1,753.75
				Vendor Total:	1,753.75
TEAM LAB	2293	WWTP: BACTERIA BUGS	0	00/00/0000	549.00
				Vendor Total:	549.00
TEMPLE SERVICE CENTER	0381	POLICE: SEW PATCHES ON UNIFORMS	0	00/00/0000	18.00
				Vendor Total:	18.00
UNIQUE PAVING MATERIALS	0462	STREET; BLACKTOP	0	00/00/0000	375.70
				Vendor Total:	375.70
UNITED LABORATORIES, INC.	0294	STREET: DEGREASER, CLEANING PRODUCTS	0	00/00/0000	599.23
				Vendor Total:	599.23

# INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
VERIZON WIRELESS	1110	POLICE: SQUAD CAR PHONES	0	00/00/0000	<b>200.21</b>
				Vendor Total:	<b>200.21</b>
VOSS, RYAN	2217	ADMIN: MONTHLY CELL PHONE REIMB	0	00/00/0000	<b>50.00</b>
				Vendor Total:	<b>50.00</b>
WITTE, RHONDA	2080	REIMB: PARK SHETLER RENTAL REFUND	0	00/00/0000	<b>32.21</b>
				Vendor Total:	<b>32.21</b>
WS & D PERMIT SERVICE INC	1292	REIMB: BUILDING PERMIT REFUND	0	00/00/0000	<b>51.00</b>
				Vendor Total:	<b>51.00</b>
				Grand Total:	<b>71,013.73</b>
				Less Credit Memos:	<b>0.00</b>
				Net Total:	<b>71,013.73</b>
				Less Hand Check Total:	<b>0.00</b>
				Outstanding Invoice Total :	<b>71,013.73</b>
Total Invoices:		<b>49</b>			

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Separate Agenda Items**

## FUND BALANCES

FUND #	2022 CASH BALANCES	MONTH OCTOBER	MONTH SEPTEMBER	MONTH AUGUST
101	General-Operating	\$ 743,530.23	\$ 1,162,481.34	\$ 1,955,182.65
101	General-Childhood Intervention	\$ 886.55	\$ 886.55	\$ 886.55
101	General-Crime Prevention	\$ 7,301.17	\$ 5,203.97	\$ 5,203.97
601	Water-Operating	\$ 2,573,905.18	\$ 2,517,441.13	\$ 2,463,501.55
601	Water-Water Availability Charge	\$ 566,493.03	\$ 566,147.48	\$ 566,057.95
601	Water-Trunk Water Charge	\$ 25,253.23	\$ 25,248.97	\$ 25,244.98
601	Water-Bonds	\$ 1,918.01	\$ 1,917.69	\$ 1,917.39
601	Water-Construction	\$ -	\$ -	\$ -
602	W.W.T.P.-Operating	\$ 2,328,082.44	\$ 2,185,439.76	\$ 2,106,682.27
602	W.W.T.P.-Sewer Availability Charge	\$ 1,099,382.31	\$ 1,098,946.84	\$ 1,098,773.06
602	W.W.T.P.-Trunk Sewer Charge	\$ 128,803.53	\$ 128,781.80	\$ 128,761.44
602	W.W.T.P.-Bonds	\$ (4,579.33)	\$ 32,705.15	\$ 29,300.52
602	W.W.T.P.-Construction	\$ -	\$ -	\$ -
603	Sanitation	\$ 29,940.57	\$ 29,193.85	\$ 28,641.18
604	City Center-Operating	\$ (68,103.02)	\$ (59,201.51)	\$ (43,226.36)
604	City Center-Bonds	\$ (557,307.77)	\$ (557,213.73)	\$ (557,125.62)
609	Liquor Store	\$ 213,925.53	\$ 167,342.86	\$ 161,979.60
612	Airport	\$ (37,454.42)	\$ (55,298.30)	\$ (61,740.19)
651	Storm Water Management	\$ 304,947.54	\$ 260,247.50	\$ 262,841.77
213	Park Improvement	\$ 165,312.02	\$ 158,541.14	\$ 158,516.07
223	Aquatic Center	\$ (84,855.79)	\$ (84,094.12)	\$ (64,481.43)
223	Aquatic Center-Lifeguard Training	\$ 2,702.43	\$ 2,702.43	\$ 2,702.43
225	Cable TV	\$ 36,069.91	\$ 29,209.50	\$ 29,304.87
226	Cemetery	\$ (28,764.15)	\$ (28,538.53)	\$ (26,498.48)
229	Municipal State Aid	\$ 327,027.33	\$ 327,411.07	\$ 334,258.20
230	Engineering/Inspection Services	\$ (135,412.83)	\$ (135,389.98)	\$ (135,368.57)
231	American Rescue Plan	\$ -	\$ -	\$ -
300	City Sinking	\$ 37,416.60	\$ 37,410.29	\$ 37,404.37
382	2007 Tax Increment Bond-2007 Industrial Park	\$ (64,689.58)	\$ (64,678.66)	\$ (64,668.43)
383	2014 Tax Increment Bond-West Industrial Park	\$ (5,250.74)	\$ (5,249.85)	\$ (5,249.02)
384	2018 Tax Increment Bond-Panther Heights	\$ (30,986.54)	\$ (30,981.31)	\$ (30,976.41)
409	Tax Increment #4-Industrial Park	\$ 370,206.01	\$ 370,143.54	\$ 370,085.01
421	Tax Increment #14-Downtown Redevelopment	\$ 24,060.86	\$ 24,060.86	\$ 24,060.86
424	Tax Increment #17-Miller Manufacturing	\$ 5,774.77	\$ 5,773.80	\$ 5,772.89
425	Tax Increment #18-West Industrial Park	\$ (43,197.98)	\$ (39,711.03)	\$ (36,457.26)
426	Tax Increment #19-Panther Heights	\$ 57,059.82	\$ 57,050.19	\$ 57,041.17
465	2021 Street Improvement-10th Street	\$ 100,333.50	\$ 102,012.28	\$ 101,996.15
523	2008 11th Street/Morningside Bond	\$ (52,047.92)	\$ (52,039.14)	\$ (52,030.91)
524	2014 Street Improvement Bond	\$ (61,893.14)	\$ (61,882.70)	\$ (61,872.91)
525	2015 Street Improvement Bond-Lincoln Park	\$ (411,910.00)	\$ (411,840.49)	\$ (411,775.36)
526	2016 Street Improvement Bond-Armstrong Avenue	\$ (119,231.90)	\$ (119,211.78)	\$ (119,192.93)
527	2017 Street Improvement Bond-Baxter Avenue	\$ (84,296.92)	\$ (84,282.70)	\$ (84,269.37)
528	2018 Storm Water Improvement Bond-Central Storm Sewer	\$ (156,281.48)	\$ (156,255.11)	\$ (156,230.40)
529	2021 Street Improvement Bond-10th Street	\$ 151,536.96	\$ 151,511.39	\$ 151,487.43
<b>TOTALS</b>		<b>\$ 7,355,606.02</b>	<b>\$ 7,501,942.44</b>	<b>\$ 8,196,440.68</b>