

Mayor:
Precinct 1 Councilor:
Precinct 2 Councilor:
Precinct 3 Councilor:
Precinct 4 Councilor:
At-Large Councilor:

Mark Hueser Jon Dahlke Scott Maynard Paul Lemke Cory Neid Yodee Rivera

GLENCOE CITY COUNCIL MEETING AGENDA

Monday, April 21, 2025 City Center Ballroom 7:00 PM

1. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

2. CONSENT AGENDA

- A. Approve Minutes of the Regular Meeting of April 7, 2025
- **B.** Approve Retailer's Fireworks License, Coborns Incorporated Store #2027, 2211 11th Street East, Glencoe, 55336
- C. Approve Coborns Incorporated Store #2027, 3.2 Off-Sale, 2211 11th Street East, Glencoe, 55336

3. APPROVE AGENDA

4. PUBLIC COMMENT (agenda items only)

5. PUBLIC HEARINGS

A. Public Hearing: 7:00 PM for **Ordinance Number 626** – Finalize the Emergency Cannabis Ordinance. Approve Second Reading – City Attorney

6. BIDS AND QUOTES

- A. 2025 Hennepin Avenue Reconstruction Project Justin Black, PE with SEH
 - 1. Resolution 2025-07 Award Bid for Hennepin Avenue Project
 - 2. Supplemental Letter Agreement (SLA) for Hennepin Avenue Construction Engineering
 - 3. Proposal for Construction Materials Testing Services with Braun Intertec
- **B.** Water and Wastewater Rate Study Proposal with SEH Mark Lemen, Assistant City Administrator

7. REQUESTS TO BE HEARD

- A. Glencoe Wine and Spirits Position City Administrator
- B. Request Authority from City to place Shed at Community Garden Site Together we are Glencoe

8. ITEMS FOR DISCUSSION

- A. Third Reading of Charter Change Ordinance 627 City Attorney
- B. Amend ATV/UTV Ordinance to include Golf Carts City Council Workshop

9. ROUTINE BUSINESS

A. Project Updates

9. ROUTINE BUSINESS

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

10. ADJOURN



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GLENCOE CITY COUNCIL MEETING MINUTES

April 7, 2025 – 7:00 PM

City Center Ballroom

Attendees: Mark Hueser, Jon Dahlke, Scott Maynard, Paul Lemke, Cory Neid, Yodee Rivera

City Staff: Mark Larson, Mark Ostlund, Mark Lemen, Morgan Attenberger, Todd Trippel,

Haylie Kusler

Others: Rich Glennie, Gary Ziemer, Al Robeck

1. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

The Meeting was called to order by Mayor Mark Hueser

2. CONSENT AGENDA

- A. Approve Minutes of the Regular Meeting of March 17, 2025
- **B.** Approve Book Transfers:
 - 1. \$20,000.00 from General Fund to Park Imp. Fund Campground Reimbursement
 - 2. \$70,000.00 from Storm Water Management to General Fund Employee Wages
 - 3. \$120,000.00 from Water to 2015 Street Improvement Bond Bond Payment
 - 4. \$180,000.00 from WWTP to 2015 Street Improvement Bond Bond Payment
 - 5. \$60,000.00 from Water to 2016 Street Improvement Bond Bond Payment
 - 6. \$20,000.00 from WWTP to 2016 Street Improvement Bond Bond Payment
 - 7. \$127,549.00 from Municipal State Aid to 2016 Street Imp. Bond Bond Payment
 - 8. \$70,000.00 from Water to 2017 Street Improvement Bond Bond Payment
 - 9. \$40,000.00 from WWTP to 2017 Street Improvement Bond Bond Payment
 - 10. \$55,000.00 from Stormwater Management to 2017 Street Imp. Bond Bond Payment
 - 11. \$100,000.00 from Water to General Fund 2024 Sealcoat Project
 - 12. \$100,000.00 from WWTP to General Fund 2024 Sealcoat Project
 - 13. \$75.000.00 from General Fund to 2023 Street Imp. Bond Bond Payment
 - 14. \$100,000.00 from Water to 2023 Street Imp. Fund Bond Payment
 - 15. \$100,000.00 from WWTP to 2023 Street Imp. Fund Bond Payment
 - 16. \$30,000.00 from Water to 2018 Storm Water Imp. Bond Bond Payment
 - 17. \$51,000.00 from WWTP to 2018 Storm Water Imp. Bond Bond Payment
 - 18. \$205,000.00 from Stormwater Management to 2018 Storm Water Imp. Bond Bond Payment

- 19. \$25,109.40 from 2025 Street Imp. Hennepin Ave. to Municipal State Aid Prior Year Reimbursement Costs
- 20. \$90,000.00 from Water to General Fund Administration
- 21. \$90,000.00 from WWTP to General Fund Administration
- 22. \$215,000.00 from General Fund to 2023 Public Improvement Project
- 23. \$50,000.00 from Storm Water Fund to General Fund Administration
- 24. \$60,000.00 from Liquor Store Fund to General Fund Administration
- 25. \$20,000.00 from Cable TV Fund to General Fund Administration
- 26. \$95,000.00 from General Fund to Aquatic Center Eliminate Negative Fund Balance
- 27. \$21,000.00 from Liquor Store Fund to City Center Operating Eliminate Negative Fund Balance
- 28. \$204,000.00 from Liquor Store Fund to City Center Bonds Eliminate Negative Fund Balance
- 29. \$24,000.00 from General Fund to Cemetery Eliminate Negative Fund Balance
- 30. \$10,000.00 from General Fund to Engineering/Inspection Eliminate Negative Fund Balance
- 31. \$60,000.00 from Tax Increment #4 to 2007 Tax Increment Bond Bond Payment
- 32. \$17,000.00 from General Fund to 2014 Street Improvement Bond Bond Payment
- 33. \$46,000.00 from General Fund to 2015 Street Improvement Bond Bond Payment
- 34. \$39,000.00 from Tax Increment #19 to 2018 Tax Increment Bond Bond Payment
- 35. \$5,000.00 from Tax Increment #19 to General Fund Administration

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

3. APPROVE AGENDA

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

4. PUBLIC COMMENT (agenda items only)

None.

5. PUBLIC HEARINGS

A. Set Public Hearing for April 21, 2025, at 7:00 PM for Ordinance Number 626 Emergency Cannabis Ordinance – City Attorney

The Planning and Industrial Commission held a Public Hearing on April 8, 2025 at 7:00 PM for Regulation Zoning. The final draft of the Cannabis Regulation Zoning was approved.

Motion: Lemke, seconded by Rivera to set the Public Hearing for Ordinance Number 626 Emergency Cannabis Ordinance on April 21, 2025, at 7:00PM. All in favor, the motion carries.

6. BIDS AND QUOTES

A. Recommendation on Housing Feasibility Study – Economic Development Authority Recommendation

In 2023, the City of Glencoe requested that an updated housing study be conducted. The previous housing study had been completed in 2018. Unfortunately, the study was not a fair representation of the City of Glencoe housing needs and did not present an accurate reflection of the community.

City staff consulted with CEDA as to options that CEDA can provide for conducting a housing study as well as guidance on grant opportunities for funding another housing study. CEDA provided the City with a quote for an updated housing study with a cost not to exceed \$18,500.00. Considering the Compeer Financial grant award of \$5,000.00, this brings the proposed CEDA study cost down to \$13,500.00. It is recommended of City staff and the EDA that Council approve CEDA to conduct an updated housing study.

1. Authorize City Administrator to execute \$5,000 Compeer Financial Grant for Feasibility Study – Assistant City Administrator The City EDA director, Michael Monson, completed an application for a housing study grant through Compeer Financial. The Grant Application was approved by Compeer Financial, awarding the City of Glencoe \$5,000.00 to be utilized for payment of a new housing study.

Motion: Neid, seconded by Rivera to approve CEDA to conduct an updated housing study with a cost not to exceed \$18,500.00 with an approved grant from Compeer Financial awarding \$5,000.00 and a focus group engagement session for an additional \$1,150.00 with the EDA covering the cost. All in favor, the motion carries.

B. Park Shop Garage Door Recommendation – Assistant City Administrator

The City of Glencoe moved the old airport arrival and departure building to Oak Leaf Park to utilize as an additional equipment storage and repair facility. There are a few final items needed for the project to be complete. The City staff has the opportunity to purchase a used garage door that includes springs, tracks, and required installation hardware. Several quotes were received for the installation of the used garage door.

Upon investigation of the supplied materials, if the City were to install the door with the hardware provided, the door would not operate in a safe manner. McLeod County Garage Doors provided a quote that included the correct hardware to install the used door, as well as a new door and hardware that would include a warranty.

Considering the relatively minimal cost difference for a new door with a warranty versus a used door with no guarantee, it is recommended to install a new garage door purchased and installed from McLeod County Garage Doors.

Motion: Neid, seconded by Dahlke to approve the installation of a new garage door and hardware for \$4,058.67 completed by McLeod County Garage Doors. All in favor, the motion carried.

7. REQUESTS TO BE HEARD

A. Approve Second Reading of Ordinance 627 – Charter Amendments – City Attorney

Motion: Lemke, seconded by Rivera to approve the Second Reading of Ordinance No. 627 amending the City of Glencoe Charter. All in favor, the motion carries. Upon a roll call vote, the following voted Aye, Rivera, Dahlke, Maynard, Lemke, and Neid. The following voted Nay, none. Whereupon the Second Reading of Ordinance No. 627 was approved.

8. ITEMS FOR DISCUSSION

A. Water and Wastewater Rate Study Update – Presentation at City Council Workshop It has been over 15 years since a rate study has been conducted.

9. ROUTINE BUSINESS

- **A.** Project Updates Bone yard moving over and fencing in. Windows at the PD have been installed.
- B. Economic Development
- C. Public Input Al Robeck addressed his concerns in regarding Registered Land Survey No. 25, on the previous council meeting.
- **D.** Reports The City EDA director, Michael Monson, included a weekly report.
- E. City Bills

Motion: Lemke, seconded by Dahlke to pay City bills. All in favor, the motion carries.

10. ADJOURN

Motion: Neid, seconded by Rivera to adjourn the meeting. All in favor, the motion carries.



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

To: Mayor and City Council

Date: April 18, 2025

From: Mark Larson, City Administrator

RE: **Item 5A –** Cannabis Ordinance Number 626

Item 5A – The Planning and Industrial Commission approved the zoning setbacks for the Cannabis Ordinance Number 626.

It is recommended to approve the second reading of Ordinance Number 626.

City of Glencoe

Planning and Industrial Commission

Meeting Minutes

Tuesday, April 8, 2025

Glencoe City Center West Conference Room, 7:00 PM

Kevin Dietz called the meeting to order at 7:00 PM. Commissioners present were Bob Scheidt, Kevin Dietz, Amanda Johnson, Scott Maynard, Assistant Administrator Mark Lemen, City Attorney Mark Oslund, and Josh Miller were present.

Planning Commission Agenda #1: Approve minutes from March 13, 2024, Planning Commission Meeting.

Hearing no corrections or additions, Bob Scheidt made a motion to approve the minutes. It was seconded by Josh Miller. All members present voted in favor, the motion passed.

Planning Commission Agenda #2:: Public Hearing on Ordinance 626- Cannabis Regulation Zoning- Mark Ostlund, City Attorney

Public Hearing called to order by Bob Scheidt. It was seconded by Josh Miller. Motion carried.

Reviewed final draft of Cannabis Regulation Zonining. Ordinances were approved by the committee. Recommended for city review by Bob Scheidt. Seconded by Josh Miller. Motion Approved.

Public Hearing called to end by Bob Scheidt. Seconded by Josh Miller. Motion Approved.

Planning Commission Agenda #3: Adjourn

With no further business, Josh Miller made a motion to adjourn. Bob Scheidt seconded the motion, with all members present voting in favor of the motion carried.

ORDINANCE NO. 626

AN EMERGENCY ORDINANCE OF THE CITY OF GLENCOE TO REGULATE CANNABIS BUSINESSES

WHEREAS, the State of Minnesota Office of Cannabis Management has only recently published administrative rules relating to the licensing and enforcement of Minn. Stat. 342, and further, Minn. Stat. 342 will become effective law on January 1, 2025.

WHEREAS, On or about November 19, 2024, McLeod County adopted an ordinance dictating how the county will handle local government registration of cannabis licenses, and the delegation thereof by municipalities to county.

WHEREAS, the City of Glencoe desires to pass an emergency ordinance to regulate cannabis businesses operating within the city limits, and must do so on an immediate, emergency basis for the preservation of public peace, health, morals, safety and safety of the community given the fact that Minn. Stat. 342 will authorize cannabis business license applications as of January 1, 2025.

NOW THEREFORE, The city council of the City of Glencoe hereby ordains:

- 1. 626.01 Administration
 - a. Findings and PurposeCity of Glencoe makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes City of Glencoe to protect the public health, safety, welfare of City of Glencoe residents by regulating cannabis businesses within the legal boundaries of City of Glencoe.

City of Glencoe finds and concludes that the proposed provisions are appropriate and lawful land use regulations for City of Glencoe, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

b. Authority & Jurisdiction

City of Glencoe has the authority to adopt this ordinance pursuant to:

a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.

- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- c) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
- d) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.
- e) This ordinance shall be applicable to the legal boundaries of City of Glencoe.

c. Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

d. Enforcement

The City of Glencoe is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

626.02 Definitions

- 1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.
- 2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
- 3. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers.
- 4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.

- 5. Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
- 6. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.
- 7. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.
- 8. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
- 9. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
- 10. Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
- 11. Residential Treatment Facility: As defined under Minn. Stat. 245.462 subd. 23.
- 12. Retail Registration: An approved registration issued by the City of Glencoe to a state licensed cannabis retail business.
- 13. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
- 14. State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Section 626.03. Registration of Cannabis Businesses

1. Consent to registering of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within City of Glencoe without first registering with City of Glencoe.

Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of up to \$2,000 for each violation.

Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

2. Compliance Checks Prior to Retail Registration

Prior to issuance of a cannabis retail business registration, City of Glencoe shall conduct a preliminary compliance check to ensure compliance with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, City of Glencoe shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

3. Registration & Application Procedure *a. Fees.*

A registration fee, as established in City of Glencoe's fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by City of Glencoe shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

b. Application Submittal.

The City of Glencoe shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

- (A) An applicant for a retail registration shall fill out an application form, as provided by the City of Glencoe. Said form shall include, but is not limited to:
 - i. Full name of the property owner and applicant;
 - ii. Address, email address, and telephone number of the applicant;
 - iii. The address and parcel ID for the property which the retail registration is sought;
 - iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
- (B) The applicant shall include with the form:
 - i. the application fee as required in Section 626.03, subd 3a;

- ii. a copy of a valid state license or written notice of OCM license preapproval;
- (C) Once an application is considered complete, the City of Glencoe staff shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.
- (D) The application fee shall be non-refundable once processed.

c. Application Approval

- (A) A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 626.03, subd. 3a.
- (B) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- (C) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

d. Annual Compliance Checks.

The City of Glencoe shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements,

The City of Glencoe shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

e. Location Change

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 626.03, subd. 3(i) if it seeks to move to a new location still within the legal boundaries of City of Glencoe.

f. Renewal of Registration

The City of Glencoe shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business shall apply to renew registration on a form established by City of Glencoe.

A cannabis retail registration issued under this ordinance shall not be transferred.

e. Renewal Fees.

The City of Glencoe may charge a renewal fee for the registration starting at the second renewal, as established in City of Glencoe's fee schedule.

g. Renewal Application.

The application for renewal of a retail registration shall include, but is not limited to:

• Items required under Section 626.03, subd 3(a) of this Ordinance.

h. Suspension of Registration

A. When Suspension is Warranted.

The City of Glencoe may suspend a cannabis retail business's registration if it violates the ordinance of City of Glencoe or poses an immediate threat to the health or safety of the public. The City of Glencoe shall immediately notify the cannabis retail business in writing the grounds for the suspension.

B. Notification to OCM.

The City of Glencoe shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide City of Glencoe and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

C. Length of Suspension.

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The City of Glencoe may reinstate a registration if it determines that the violations have been resolved.

The City of Glencoe shall reinstate a registration if OCM determines that the violation(s) have been resolved.

D. Civil Penalties.

Subject to Minn. Stat. 342.22, subd. 5(e) the City of Glencoe may impose a civil penalty, as specified in the City of Glencoe's Fee Schedule, for registration violations, not to exceed \$2,000.

i. Limiting of Registrations

The City of Glencoe shall limit the number of cannabis retail businesses to one.

626.04. Requirements for Cannabis Businesses

a. Minimum Buffer Requirements

The City of Glencoe shall prohibit the operation of a cannabis business within 1,000 feet of a school.

The City of Glencoe shall prohibit the operation of a cannabis business within 500 feet of a day care.

The City of Glencoe shall prohibit the operation of a cannabis business within 500 feet of a residential treatment facility.

The City of Glencoe shall prohibit the operation of a cannabis business within 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.

The City of Glencoe shall prohibit the operation of a cannabis retail business within 500 feet of another cannabis retail business.

Pursuant to Minn. Stat. 462.357 subd. 1e, nothing this section shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a school, daycare, residential school, daycare, residential treatment facility or attraction within a public park that is regularly used by minors moves within the minimum buffer zone.

b. Zoning and Land Use

1. Cultivation.

Cannabis businesses licensed or endorsed for cultivation are permitted as a conditional in the following zoning districts:

- I-1 Limited Industry District
- I-2 General Industry District

2. Cannabis Manufacturer.

Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted as a conditional in the following zoning districts:

- I-1 Limited Industry District
- I-2 General Industry District

3. Hemp Manufacturer.

Businesses licensed or endorsed for low-potency hemp edible manufacturers permitted as a conditional in the following zoning districts:

- I-1 Limited Industry District
- I-2 General Industry District

4. Wholesale.

Cannabis businesses licensed or endorsed for wholesale are permitted as a conditional in the following zoning districts:

- I-1 Limited Industry District
- I-2 General Industry District

5. Cannabis Retail.

Cannabis businesses licensed or endorsed for cannabis retail are permitted as a conditional in the following zoning districts:

• B-1 Business District

6. Cannabis Transportation.

Cannabis businesses licensed or endorsed for transportation are permitted as a conditional in the following zoning districts:

B-1 Business District

7. Cannabis Delivery.

Cannabis businesses licensed or endorsed for delivery are permitted as a conditional in the following zoning districts:

B-1 Business District

c. Hours of Operation

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 10 am and 9 pm.

d. Advertising

Cannabis businesses are permitted to erect up to two fixed signs on the exterior of the building or property of the business, unless otherwise limited by City of Glencoe's sign ordinances.

		general publicity and that it be filed promptly by we immediately upon publication pursuant to the
Approved and passed on this	day of	, 2024
Attest:		Ryan Voss, Mayor
Mark Larson, City Administrator		



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

To: Mayor and City Council

Date: April 18, 2025

From: Mark Larson, City Administrator

RE: Item 6A – Resolution 2025-07

Item 6A1 – It is recommended to approve Resolution 2025-07 to award the Hennepin Avenue Project to Holtmeier Construction from Mankato MN.



April 17, 2025

RE: City of Glencoe, Minnesota 2025 Hennepin Avenue (CSAH 2) Street and Utility Improvement Project SEH No. GLENC 175513

Honorable Mayor and Members of the City Council 1107 11th Street E, Suite 107 Glencoe, MN 55336

Dear Mayor and Council Members:

At 10:00 a.m., Thursday, April 17, 2025, eight bids were received for the above-referenced project. The bids ranged from a high of \$6,716,060.05, to a low of \$5,432,104.36. The Engineer's Estimate was \$7,190,365.51. The low bid was submitted by Holtmeier Construction, Inc. The results were as follows:

Contractor	Bid Amount			
Engineer's Estimate	\$7,190,365.51			
Holtmeier Construction, Inc. Mankato, MN	\$5,432,104.36			
Valley Paving, Inc. Shakopee, MN	\$5,619,767.12			
Wm. Mueller & Sons, Inc. Hamburg, MN	\$5,634,023.21			
R & R Excavating, Inc Hutchinson, MN	\$5,988,536.98			
GMH Asphalt Corporation Chaska, MN	\$5,988,958.69			
Ryan Contracting Co. Elko, MN	\$6,450,227.75			
RL Larson Excavating, Inc. St. Cloud, MN	\$6,639,315.35			
Duininck, Inc. Prinsburg, MN	\$6,716,060.05			

We find no reason to deny awarding the contract to Holtmeier Construction, Inc. Holtmeier Construction, Inc. has done satisfactory work with SEH previously. If the council agrees, it is recommended that you make the award to this contractor.

Honorable Mayor and Members of the City Council April 17, 2025 Page 2

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Justin Black, PE Project Manager (Lic. MN)

jb

c: Andrew Engel, McLeod County Engineer

X:\FJ\G\GLENC\175513\6-bid-const\Bidding Documents\RecAwdLtr.docx

RESOLUTION NO. 2027-07 ACCEPTING BID for 2025 Hennepin Avenue Project

WHEREAS, pursuant to an advertisement for bids for the construction of the **2025 Hennepin Avenue** (**CSAH 2**) **Street and Utility Improvement Project**, bids were received, opened and tabulated according to law, and the following bids were received complying with the advertisement:

Contractor	Bid Amount
Holtmeier Construction, Inc. Mankato, MN	\$5,432,104.36
Valley Paving, Inc. Shakopee, MN	\$5,619,767.12
Wm. Mueller & Sons, Inc. Hamburg, MN	\$5,634,023.21
R & R Excavating, Inc Hutchinson, MN	\$5,988,536.98
GMH Asphalt Corporation Chaska, MN	\$5,988,958.69
Ryan Contracting Co. Elko, MN	\$6,450,227.75
RL Larson Excavating, Inc. St. Cloud, MN	\$6,639,315.35
Duininck, Inc. Prinsburg, MN	\$6,716,060.05

AND WHEREAS, it appears Holtmeier Construction, Inc. of Mankato, Minnesota, is the lowest responsible bidder,

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

- 1. The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Holtmeier Construction, Inc. of Mankato, Minnesota, in the name of the City of Glencoe, Minnesota, for the construction of the 2025 Hennepin Avenue (CSAH 2) Street and Utility Improvement Project, according to the plans and specifications therefore approved by the city council and on file in the office of the City Administrator.
- 2. The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

Adopted by the City Council this 21st day of April	, 2025.
Mayor	City Administrator



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City of Glencoe • 1107 11th Street East, Sulte 107 • Glencoe, Minnesota 55336

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

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City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336 Phone: (320) 864-5586 Website: www.glencoemn.org Email: info@ci.glencoe.mn.us

To:

Mayor and City Council

Date: April 18, 2025

From: Mark Larson, City Administrator

RE:

Item 6A2 - Supplemental Letter Agreement (SLA) for Construction

Engineering

Item 6A2 – Justin Black will review the SLA for Construction Engineering for the Hennepin Avenue Project. IT is recommended to approve and authorize the City Administrator to execute the agreement.



April 21, 2025

RE: City of Glencoe, Minnesota 2025 Hennepin Avenue (CSAH 2) Street and Utility Improvement Project SEH No. GLENC 175513 10.00

Honorable Mayor and Members of the City Council City of Glencoe 1107 11th Street E, Suite 107 Glencoe, MN 55336

Dear Mayor and Council Members:

The final design and bidding phase of the 2025 Hennepin Avenue (CSAH 2) Street and Utility Improvement Project is complete. Short Elliott Hendrickson Inc. (SEH®) is pleased to submit this proposal to the City of Glencoe to provide professional engineering services for the Construction Administration phase of this project.

PROJECT UNDERSTANDING

The project includes street and utility improvements on County State Aid Highway, county road and city streets. The proposed improvements generally consist of reconstruction of streets, sanitary sewer, water main, and storm sewer.

State Aid requirements for construction administration, construction observation and material testing apply to this project. The project has also identified areas of contaminated soils. Environmental construction oversight and on-site monitoring will be required when the contaminated soils are encountered.

SCOPE OF SERVICES

The project work plan, from which this proposal is being submitted, includes Construction Administration, Construction Staking, Construction Observation (RPR), Environmental Construction Oversight and Record Drawings.

Material testing will be completed by Braun Intertec. As with past projects, Braun Intertec will contract directly with the City.

Proposed Tasks

SEH services will consist of the following Tasks, as outlined in detail in the attached Supplemental Letter Agreement and Task Hour Budget.

- Construction Administration
- Construction Staking

Honorable Mayor and Members of the City Council April 21, 2025 Page 2

- RPR (Resident Project Representative)
- Environmental Construction Oversight
- Record Drawings

Proposed Fee

The estimated fee for each Task is as follows:

<u>Task</u>	<u>Fee</u>
Construction Administration	\$118,800
Construction Staking	\$59,000
Resident Project Representative (RPR)	\$412,700
Environmental Construction Oversight	\$36,900
Record Drawings	\$12,500
Total not-to-exceed fee:	\$639,900

SCHEDULE

The proposed schedule for the project would be as follows:

City Council Awards Bids	April 21, 2025
Preconstruction Conference	May 6 2025
Construction	May 12-October 31, 2025
Substantial Completion	October 31, 2025
Final Completion	June 19, 2026

Thank you for the opportunity to submit this proposal to the City of Glencoe. Please contact me with any questions or comments concerning this proposal. If these proposed services are acceptable to you, please sign the enclosed Supplemental Letter Agreement (SLA), keep a copy for your file, and return a scanned copy to our office.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

Justin Black, PE Project Manager

(Lic. MN)

jb

Enclosure

TASK HOUR BUDGET

Project : 2025 Hennepin Avenue (CSAH 2) Street and Utility Improvement Project
Location: Glencoe, MN
Date: Monday, April 21, 2025



	Labor Hours							
	Black Sr. Engr PE	Bratsch Proj Eng PE	Maeder RPR	Solmonson Survey Crew	Schmidt Intern	Kutz Scientist	Brinkman Admin Tech	TOTALS
Task 5 - Construction Administration								
Project Management and communication with City and County Staff.	64.0	32.0					24.0	120.0
Preconstruction Meeting (prepare, agenda, minutes, follow-up)	6.0	3.0	4.0				3.0	16.
Review of submittals and shop drawings		4.0	20.0					24.
Construction administration, responding to contractor questions, review and process change orders, addressing issues from unforeseen conditions .	64.0	40.0					0.00	104.
Weekly project update newsletters and progress meetings (32 weeks)	64.0	8.0					80.0	152.
On site meetings with stakeholders and responding to resident calls and questions	60.0	32.0						92.
Reviewing application for payments. (9 AFPs)	12.0	5.0					6.0	23.
Coordination with State Aid Office on submittals and application for payments	30.0	8.0					8.0	46.
SUBTOTAL HOURS	300.0	132.0	24.0	0.0	0.0	0.0	121.0	577.
TOTAL TASK FEE	\$	118,800.00						
Task 6 - Construction Staking								
Set Control Points	I			4.0		1		4.0
Prepare Stake Out Package	İ	26.0		2.0		1		28.
Construction Staking				224.0	60.0			284.
SUBTOTAL HOURS	0.0	26.0	0.0	230.0	60.0	0.0	0.0	316.
TOTAL TASK FEE	THE RESERVE AND ADDRESS OF THE PERSON NAMED IN	59,000.00		Annual Control of the				
Task 7 - Construction Observation (Resident Project Representative)								
RPR Onsite Construction Observation, Quantity Review and Measurements and Communication with Stakeholders on the project.		128	1610.0		600.0		8.0	2,346.
Developing Punch List, Project Documentation, State Aid Coordination and Reporting		8.0	120.0					128.
Preparing Application for Payment / Daily Logs / Project Updates			88.0					88.
Coordinating and Observing Required Testing			44.0					44.
Attend weekly progress meetings			32.0					32.
SUBTOTAL HOURS	0.0	136.0	1894.0	0.0	600.0	0.0	8.0	2,638.
TOTAL TASK FEE	\$	412,700.00						
Task 8 - Environmental Construction Oversight						242		
Environmental Reporting and Project Management	-					24.0 160.0		24.0
Environmental On-site Monitoring - 16 days								160.0
Prepare Petrofund Reimbursement Request, Correspondence with MPCA						36.0		36.0
SUBTOTAL HOURS	0.0	0.0	0.0	0.0	0.0	220.0	0.0	220.
TOTAL TASK FEE	\$	36,900.00						
Task 9 - Record Drawings								
Preparing a set of record drawings for the project and update GIS mapping.	2.0	24.0	30.0	10.0			2.0	68.
SUBTOTAL HOURS	2.0	24.0	30.0	10.0	0.0	0.0	2.0	68.
TOTAL TASK FEE	\$	12,500.00						

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Glencoe ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2025, this Supplemental Letter Agreement dated April 21, 2025, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2025 Hennepin Avenue (CSAH 2) Street and Utility Improvement Project.

Client's Authorized Representative: Mark Larson, City Administrator

Address: 1107 11th St E, Ste 107, Glencoe, Minnesota 55336-2137, United States

Telephone: 3208645586 email: mlarson@ci.glencoe.mn.us

Project Manager: Justin Black

Address: 1390 Highway 15 South, Suite 208, P.O. Box 308, Hutchinson, Minnesota 55350

Telephone: 9529130702 email: jblack@sehinc.com

Scope: The Services to be provided by Consultant:

Scope includes Construction Administration, Construction Staking, Construction Observation (RPR), Environmental Construction Oversight, and Record Drawings for the 2025 Hennepin Avenue (CSAH 2) Street and Utility Improvement Project. The scope of services is based on the Construction Plan approved by the City.

See attached task hour budget dated April 21, 2025, for a detailed list of tasks to be completed.

Assumptions:

The budgeted hours for Environmental Construction Oversight are based on 16 site visits during construction. The site visits are specific to the areas of contaminated soil as outlined in the Phase II Environmental Study. Environmental Construction Oversight in other areas not identified in the Phase II Environmental Study are not included in this proposal.

The proposal and budgeted hours for each task are based on the schedule outlined below. Services beyond the milestone completion dates are not included in the budgeted hours for each of the tasks.

Material testing is not included in this proposal.

Resident Project Representative Services

RPR services will be provided in accordance with attached Exhibit B.

Schedule: We will begin our services upon receipt of a signed copy of this Agreement. The proposal is based on the schedule outlined below:

City Council Awards Bids April 21, 2025
Preconstruction Conference May 6, 2025

Construction May 12–October 31, 2025

Substantial Completion October 31, 2025 Final Completion June 19, 2026 **Payment:** The total estimated fee for SEH's services is a not-to-exceed amount of \$639,900 including expenses and equipment. The estimated fee for each Task is as follows:

Construction Administration	\$118,800
Construction Staking	\$59,000
Resident Project Representative (RPR)	\$412,700
Environmental Construction Oversight	\$36,900
Record Drawings	\$12,500

The payment method, basis, frequency and other special conditions are set forth in attached Exhibits A-1 and A-2. Construction Administration task is a lump sum fee (Exhibit A-2). Construction Staking, Resident Project Representative, Environmental Construction Oversight, and Record Drawings are an hourly not-to-exceed fee (Exhibit A-1).

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: Subconsultant services shall be contracted directly with the Client when possible, and otherwise the Consultant cost shall include actual expenditures but not the 10% markup for the cost of administration and insurance as noted, unless otherwise approved by the Client.

Short Elliott Hendrickson Inc.	City of Glencoe
By: Justy Black	Ву:
Full Name: Justin Black	Full Name:
Title:Principal/Client Service Manager	Title:

Exhibit A-1

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

- 1. Transportation and travel expenses.
- 2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
- 3. Lodging and meal expense connected with the Project.
- 4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
- 5. Plots, Reports, plan and specification reproduction expenses.
- 6. Postage, handling and delivery.
- 7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
- 8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
- 9. All taxes levied on professional services and on reimbursable expenses.
- 10. Other special expenses required in connection with the Project.
- 11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance. Subconsultant services

shall be contracted directly with the Client when possible, and otherwise the Consultant cost shall include actual expenditures but not the 10% markup for the cost of administration and insurance as noted, unless otherwise approved by the Client.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

- 1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
- 2. Other special expenses required in connection with the Project.
- 3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

Exhibit B-1

A Listing of the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, construction plans, standard specifications, special provisions, field design changes, permits, manuals, addenda, clarifications, interpretations, change orders, and reviewed shop drawings. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of the Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant's project engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Consultant's project engineer and contractor assisting with keeping the Client informed as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant's project engineer.

B. Duties and Responsibilities of RPR

- 1. Schedules: Review the proposed construction schedule, schedule of shop drawing submittals and schedule of values prepared by contractor; and consult with Consultant's project engineer concerning acceptability.
- 2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, project conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- 3. Liaison:
- (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent, and assist with understanding / communicating the intent of the Contract Documents; and assist in serving as Client's liaison with contractor when contractor's operations affect Client's on site operations.
- (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
- 4. Shop Drawings and Samples:
- (a) Record date of receipt of shop drawings and submittals provided by the contractor and coordinate that review has been completed by appropriate team members.
- (b) Receive samples furnished at the site by contractor, and notify Consultant's project engineer and Client of availability of samples to review.
- (c) Notify Consultant's project engineer and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been reviewed for general conformance by Consultant.

- 5. Review of Work, Observations and Tests:
- (a) Conduct on site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- (b) Regularly update the Consultant's project engineer to keep them informed of issues and progress of the Work.
- (c) Notify the Consultant's project engineer immediately of any unanticipated project conditions, any Work believed to be unsatisfactory or defective and does not conform to the Contract Documents, any unauthorized Work, or any non-conforming materials that are subject to rejection.
- (d) Coordinate with the project materials tester and/or testing consultant to schedule testing. Confirm compliance with project requirements and the project Schedule of Materials Controls. RPR shall confirm that test report records or certificates of compliance have been received prior to the incorporation of materials in the Work.
- (e) Review and monitor the contractor's schedule for construction.
- (f) Confirm that the contractor is performing daily reviews of construction signing, detour signing, completing traffic control maintenance and is taking corrective actions in accordance with the Contract Documents.
- (g) Conduct or coordinate with others the completion of wage interviews in the field with individual contractor/subcontractor employees and properly file documentation in accordance with project requirements.
- (h) Perform reviews of temporary and permanent erosion control measures on the project and verify contractor is maintaining compliance with applicable permits and Contract Documents.
- (i) Determine if tests, equipment and systems start ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start ups.
- (j) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant's project engineer.
- (k) If unsafe conditions are observed, notify the contractor immediately, and if unresolved, notify the Consultant's project engineer and Client for determination of possible suspension of Work.
- 6. Interpretation of Contract Documents: Report to Consultant's project engineer when clarifications, interpretations, and requests for information regarding the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant's project engineer.
- 7. Modifications:
- (a) Convey contractor's suggestions for modifications in construction plans and specifications to Consultant's project engineer and assist with evaluation. Transmit to contractor decisions as issued by Consultant.
- (b) Assist with evaluation of proposed change orders and obtain change justification from contractor. Provide assistance with preparation of final documentation of change orders and field design changes.
- 8. Records / Reporting:
- (a) Measure and document project field quantities, maintain an up to date item record account, and enter quantities into the Project filing system in a timely manner.

- (b) Maintain orderly files of correspondence, reports of project conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field design changes, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
- (c) Keep a diary, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, photos, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant's project engineer.
- (d) Document changes in the plans and field conditions for record plan preparation.
- (e) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
- (f) Furnish Consultant's project engineer periodic reports of progress of the Work and of contractor's compliance with the proposed construction schedule.
- (g) Prepare appropriate lists of observed items requiring completion or correction by the contractor.
- (h) Notify Consultant's project engineer and Client immediately upon the occurrence of any accident.
- 9. Payment Requests: Review applications for payment for compliance with the established procedure for their submission and forward with recommendations to Consultant's project engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and specific pay requests for materials and equipment delivered to the site but not incorporated in the Work.
- 10. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
- 11. Completion:
- (a) Prepare final documentation of construction pay items, quantities, material certification and other requirements as per the plans, specifications, and special provisions.
- (b) Conduct final inspection in the company of Consultant's project engineer, Client, and contractor and assist with preparation of a final list of items to be completed or corrected.
- (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant's project engineer concerning acceptance.
- (d) Assist Consultant's project engineer with preparation of record plans and documentation.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.

- 2. Shall not provide direction, superintendence, or guidance to the contractor, their crews, their subcontractors, or their suppliers on means and methods to accomplish the Work.
- 3. Shall not suspend any portion of the Work without explicit Client authorization.
- 4. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
- 5. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
- 6. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- 7. Shall not accept shop drawing or sample submittals from anyone other than contractor.
- 8. Shall not authorize Client to occupy the Project in whole or in part.
- 9. Shall not participate in specialized tests or inspections conducted by others except as specifically authorized by Client.



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City of Glencoe ♦ 1107 11th Street East, Suite 107 ♦ Glencoe, Minnesota 55336
Phone: (320) 864-5586 Website: www.glencoemn.org Email: info@ci.glencoe.mn.us

To: Mayor and City Council

Date: April 18, 2025

From: Mark Larson, City Administrator

RE: **Item 6A3** – Contract With Braun Intertec for Construction Testing

Item 6A3 – Justin Black will review the attached contract with Braun Intertec for Construction Testing for the Hennepin Avenue Project. It is recommended to authorize the City Administrator to execute the agreement.



Braun Intertec Corporation 3900 Roosevelt Road, Suite 113 Saint Cloud, MN 56301 Phone: 320.253.9940 Web: brauintertec.com

March 20, 2025

Proposal QTB211744

Mr. Mark Larson City of Glencoe 1107 11th Street East, Suite 107 Glencoe, MN 55336

Re:

Proposal for Construction Materials Testing Services

Hennepin Avenue (CSAH 2) Improvements

SAP 043-602-033 Glencoe, Minnesota

Dear Mr. Larson:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the Hennepin Avenue (CSAH 2) Improvements project in Glencoe, Minnesota

Our Understanding of Project

The project is located on Hennepin Avenue (CSAH 2) from 13th Street to north of the City stormwater pond. Also included are portions of 15th, 16th and 18th Streets. The state aid portion of the project is Hennepin Avenue from 13th Street to 18th Street. The project will include improvements to the sanitary sewer services, storm sewer, and water main utilities. Pavement surface improvements will include subgrade preparation, aggregate base placement, new concrete curb and gutter, driveways and new bituminous pavement. Concrete sidewalks will also be constructed for the project.

As noted above, a portion of this project has state-aid funding. Projects that are constructed with state-aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2020 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2024 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing and plant monitoring on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by SEH, dated March 17, 2025.
- Discussions with Justin Black, PE with SEH, regarding our scope of services.

Geotechnical report prepared by Braun Intertec B2310285, dated January 25,2024 and addendum #1 report B2410368 dated December 11, 2024.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base Tester
- Concrete Field Tester
- Concrete Plant Tester
- Bituminous Plant Tester
- MnDOT or ACI Strength Testing

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on sub-grade, aggregate base, embankment, and utility backfill materials.
- Perform moisture content tests at time of compaction on the trenches, subgrade and aggregate base material if requested by the project engineer.
- Perform laboratory standard Proctor tests on the fill materials.
- Perform gradation tests on aggregate base, select granular borrow and select granular borrow materials.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Concrete Field-Testing Related Services

Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.



- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders
 will be tested at 28 days for each set cast. If field cure cylinders are requested, each
 additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.
- Perform concrete ready-mix batch plant inspections which include periodic observations of plant operations, collecting and submitting aggregate samples, cement samples and admixture samples for testing. Review and periodically observe contractor's quality control gradation and moisture testing of coarse and fine aggregates. Perform concrete plant monitoring per MnDOT 2461 specification.
- Perform coarse and fine aggregate verification gradation tests. Compare agency test results with contractor's test results for compliance with MnDOT 2461 specification.

Bituminous Related Services

- Perform bituminous plant inspections which includes periodically observing the contractor's quality control testing, observing one set of contractor tests per day and collecting companion samples for quality assurance tests. Perform bituminous plant monitoring per MnDOT's 2360 specification.
- Collect verification samples per MnDOT's 2360 specification and randomly select one sample per day per mix to run quality assurance tests on. Perform quality assurance tests on the verification samples which include the following tests: Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification.
- Randomly determine bituminous core locations by using MnDOT's random core worksheet and mark pavement core locations.
- Observe the contractor coring and core testing in accordance with MnDOT 2360 specification, which include watching quality control personnel weigh the cores at their laboratory.
- Collect companion cores and test for thickness and density of pavement cores. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification. Review incentive and disincentive sheets completed by contractor.



Reporting and Project Management

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Reports.
- Moisture and Gradation tests.
- Concrete mix designs.
- Concrete compressive strength results.
- Concrete batch plant inspection field forms.
- Completed test reports for samples sent to the MnDOT Materials Lab.
- Bituminous mix designs.
- Bituminous batch plant inspection field forms.
- Bituminous verification test results.
- Bituminous contractor's summary sheets.
- Copies of concrete and bituminous plant certifications.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:



- Forty trips will be needed to complete the nuclear density testing. We estimated an average
 of 3 density tests will be taken on the utility trenches on each site visit.
- Twenty-seven trips for concrete testing will be required to complete the project.
- One coarse aggregate and one fine aggregate sample will be collected for each ready-mix concrete plant inspection.
- The ready-mix concrete for this project will be provided by one ready mix plant.
- Bituminous paving for the state aid portion will be completed in five days and the city portion in 2 days for this project. We assume SEH's RPR will mark the cores on the non-participating portion of the project and then collect the cores from the contractor to be tested by Braun Intertec. Braun Intertec will provide the randomly determine bituminous core locations by using MnDOT's random core worksheet.
- MnDOT will calibrate and certify the ready-mix concrete and bituminous plants.
- Your full-time on-site construction observer will observe the test rolling for this project.
- The project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of \$89,374.00. Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated. A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.



This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

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. After reviewing this proposal, **please sign** and return one copy to our office as notification of acceptance and authorization to proceed. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.



We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Keith Kluempke at 320.980.3181 (kkluempke@braunintertec.com).

Sincerely,	
BRAUN INTERTEC CORPORATION	TorAly
Keith J. Kluempke Project Manager	Thomas L. Henkemeyer Senior Project Manager
Steven A. Thayer, PE Senior Manager, Senior Engineer	
Attachments: Project Proposal General Conditions – CMT (11/4/24)	
C: Justin Black, PE-SEH, Inc.	
The proposal is accepted. We will reimburse you in accordant authorized to proceed:	dance with this agreement, and you are
Authorizer's Firm	
Authorizer's Signature	
Authorizer's Name (please print or type)	
Authorizer's Title	
Date	1





Project Proposal

QTB211744

Hennepin Avenue (CSAH 2) Imps., SAP 043-602-033

The Science You Build On.

Client:

City of Glencoe Mark Larson 1107 11th St E Suite 107 Glencoe, MN 55336 (320) 864-5586 Work Site Address:

Hennepin Avenue (CSAH 2) Glencoe, MN **Service Description:**

Construction Materials Testing

	Description		-	Quantity	Units	Unit Price	Extensio
ase 1	MnDOT Testing						
Activity 1.1	Soil Testing						\$28,205.0
207	Compaction Testing - Nuclear			158.50	Hour	98.00	\$15,533.0
	Work Activity Detail Utilities, Storm, Sanitary, Water Main Select Granular Borrow Granular Borrow Aggregate Base Subgrade Preparation	35.00 1.00 1.00	Trip Trip Trips	Hi	4.00 3.50 3.50 4.00 3.50	Extension 140.00 3.50 3.50 8.00 3.50	
1308	Nuclear moisture-density meter charge, per hour		Total Tar. (Bring Str.) Sec.	158.50	Each	34.00	\$5,389.0
1318	Moisture Density Relationship (Proctor)			9.00	Each	208.00	\$1,872.0
209	Sample pick-up			6.00	Hour	98.00	\$588.0
1162	Sieve Analysis with 200 wash, per sample			6.00	Each	164.00	\$984.0
1530AG	Asphalt Content of Aggregate Base, per sample			1.00	Each	170.00	\$170.0
1688AG			1.00	Each	99.00	\$99.0	
1861	CMT Trip Charge			42.00	Each	85.00	\$3,570.0
Activity 1.2	Concrete Testing						\$30,233.0
261	Concrete Testing			108.00	Hour	98.00	\$10,584.0
	Work Activity Detail Sidewalks Curb & Gutter Driveway Aprons	9.00 10.00	Units Trips Trips Trips	Hi	4.00 4.00 4.00 4.00	Extension 36.00 40.00 32.00	
278	Concrete Cylinder Pick up			45.00	Hour	98.00	\$4,410.0
	Work Activity Detail		Units	Hı	s/Unit	Extension	
	Cylinder Pickup	18.00	Trips		2.50	45.00	
1364	Compressive strength of concrete cylinders, per s		11-14-	81.00		42.00	\$3,402.0
	Work Activity Detail Sidewalks Curb & Gutter Driveway Aprons	9.00 10.00 8.00	Set	н	3.00 3.00 3.00 3.00	27.00 30.00 24.00	
215	Concrete Ready Mix Plant Monitoring			36.00	Hour	125.00	\$4,500.0
	Work Activity Detail Curb & Gutter Driveways	3.00	Units Trips Trips	Hı	6.00 6.00	Extension 18.00 18.00	
1162CO	Sieve Analysis, per sample			12.00	Each	171.00	\$2,052.0
226	Project Manager			5.00	Hour	190.00	\$950.0
1861	CMT Trip Charge			51.00	Each	85.00	\$4,335.0
Activity 1.3	Pavement Testing		\$17,900.0				
222	Bituminous Verification Testing			50.00	Hour	125.00	\$6,250.0
The an electronic form of the control of the contro	Work Activity Detail Bituminous Plant Monitoring		Units Trips	Hi	's/Unit 10.00	Extension 50.00	



Project Proposal

QTB211744

Hennepin Avenue (CSAH 2) Imps., SAP 043-602-033

2689	MnDOT Bituminous Verification, per sample		5.00	Each	750.00	\$3,750.00
1744	MnDOT Verification Without Percent Crush & FAA		2.00	Each	595.00	\$1,190.00
221	Mark and Observe Contractor Coring		30.00	Hour	125.00	\$3,750.00
	Work Activity Detail	Qty Units	H	rs/Unit	Extension	
	Mark & Observe Contractor Coring & Testing	5.00 Trips		6.00	30.00	
209	Sample pick-up		7.00	Hour	98.00	\$686.00
1542	Thickness and Density of Bituminous Core		19.00	Each	66.00	\$1,254.00
1861	CMT Trip Charge		12.00	Each	85.00	\$1,020.00
Activity 1.4	Project Management					\$13,036.00
226	Project Manager		40.00	Hour	190.00	\$7,600.00
1230	MnDOT Final Report		1.00	Each	2,500.00	\$2,500.00
125	Project Control Specialist		4.00	Hour	156.00	\$624.00
228	Senior Project Manager		2.00	Hour	216.00	\$432.00
238	Project Assistant		20.00	Hour	94.00	\$1,880.00
				Ph	ase 1 Total:	\$89,374.00

Proposal	Total:	\$89,374.00

SECTION 1: AGREEMENT

- 1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.
- 1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

- 2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.
- 2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

- 3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.
- **3.2 Written Reports and Findings.** Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.
- **3.3** Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.
- **3.4 Project Site Information.** Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.
- **3.5** Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.
- **3.6** Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant beserves or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.
- 3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.
- 3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to

- Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).
- **3.9 Project Site Access and Damage.** Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.
- **3.10 Monitoring Wells.** To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.
- **3.11 Contaminant Disclosures Required by Law.** Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

- **4.1 Schedule.** Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.
- 4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

- **5.1 Cost Estimates.** Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warrantied.
- **5.2 Payment.** Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.
- 5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.
- 5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.
- 5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a

default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

- **6.1 Ownership.** All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.
- **6.2 Use of Project Data.** The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.
- 6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.
- **6.4 Data Provided by Client.** Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

- 7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
 - c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
 - d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
 - e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
 - f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate
- **7.2 Waiver of Subrogation.** Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.
- **7.3 Certificate of Insurance.** Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

- **8.1 Indemnification.** Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.
- **8.2** Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.
- 8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.
- 8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS,

STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

- **9.1 Services Prior to Agreement.** Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.
- 9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.
- **9.3 Relationship of the Parties.** Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.
- 9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.
- **9.5 Services in Connection with Legal Proceedings.** Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.
- **9.6 Assignment.** This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.
- 9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.
- 9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.
- 9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.
- **9.11 Individual Liability.** No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.
- ${\bf 9.12~Severability.}~Should~a~court~of~law~determine~that~any~clause~or~section~of~this~Agreement~is~invalid,~all~other~clauses~or~sections~shall~remain~in~effect.$
- **9.13 Waiver.** The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.
- 9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.



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

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

Page is Blank to Separate Agenda Items



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

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

To: Mayor and City Council

Date: April 18, 2025

From: Mark Larson, City Administrator

RE: Item 6B - Supplemental Letter Agreement (SLA) for Water and

Wastewater Rate Study with SEH

Item 6AB – It is recommended to approve the attached SLA with SEH to conduct a water and wastewater rate study for the City of Glencoe. The SLA was revised to complete the study within 90 days of start.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Glencoe ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2020, this Supplemental Letter Agreement dated March 17, 2025 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Water and Wastewater Rate Study.

Client's Auth	orized Representative:	Mark Larson			
Address:	1107 11th St E, Ste 107, Glencoe, Minnesota 55336-2137, United States				
Telephone:	320-864-6500	email: mlarson@ci.glencoe.mn.us			
Project Manager: Maria McCarty					
Address:	1390 Highway 15 South, Suite	208, P.O. Box 308, Hutchinson, Minnesota 55350			
Telephone:	507.237.8378	email: mmccarty@sehinc.com			

Scope: The Services to be provided by Consultant:

The consultant proposes the following scope of work for preparing a rate model and evaluation of the Client's wastewater and water utility rates.

Tasks

Task 1.0 - Data Collection

- Provide a data request form, identifying information to be provided by the Client.
- Conduct a meeting to kick off the project, review data request form, identify goals. Meeting to be held remotely.

Task 2.0 - Rate Model

- Prepare a rate model in excel.
- Review existing rate structure identifying the adequacy of the existing rate and structure, the need for adjustments, impact on upcoming infrastructure projects, and cost of service.
- Prepare and deliver Technical Memo 1 summarizing the review of the existing rates and rate structure.
- Conduct a meeting to review Technical Memo 1 and identify changes to rate structure with the Client. Meeting to be held remotely.

Task 3.0 - Proposed Rate Model

- Prepare rate model with the modification identified in Technical Memo 1 meeting. Included in the scope are up to 1 proposed rate model for comparison.
- Identify the impact rate changes will have on residential, commercial, and industrial customers.
- Prepare and deliver Technical Memo 2 summarizing the proposed rate structure and rates for the next 5 years.
- Conduct a meeting to review Technical Memo 2 with the Client. Meeting to be held remotely.
- Deliver Final rate model to Client in excel format.
- Present results of the study to a council workshop. Workshop to be held in person.

Client Responsibilities

• Provide the last three years and proposed 5 years (where applicable) following information:

- Billed flow for each customer classification,
- Connections for each customer classification,
- Connection per meter size,
- Operation and maintenance cost,
- Capital improvement cost, and
- Debt service costs.
- · Client will offer fiscal, legal, accounting, and insurance counseling services as required.

Assumptions

- The Client provides services for one customer communities.
- Meetings and negotiations with the customer communities are not included in the scope of work.
- All meetings are planned to be remote (MS Teams). Excluding the presentation to the council work session.
- Requested data will be provided timely and completely.
- Only 2 proposed rate models will be developed. It is considered a separate rate model if the file requires to be saved with a new name for comparison with a different rate model.

Additional Services

- Preparation of a capital improvements plan.
- Providing additional (more than the 2 scoped) proposed rate models.
- · Assistance with data collection, review, trending, and projections.
- Completing a regional rate comparison.
- Any changes to the goals after the Technical Memo 1 meeting requiring rework.

Schedule: Work on the project will begin immediately upon receipt of a signed agreement. Work will be completed within 90 days of receipt of the signed agreement.

Payment: The estimated fee is subject to a not-to-exceed amount of \$19,700 including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.		City of Glencoe		
Ву:	Custa Black	Ву:		
Full Name: _	Justin Black	Full Name:		
Title: _	Client Service Manager	Title:		

Exhibit A-1

to Supplemental Letter Agreement Between City of Glencoe (Client)

and

Short Elliott Hendrickson Inc. (Consultant)
Dated March 17, 2025

Payments to Consultant for Services and Expenses Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to the Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services but instead are reimbursable expenses required in addition to hourly charges for services and shall be paid for as described in this Agreement:

- 1. Transportation and travel expenses.
- 2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
- 3. Lodging and meal expense connected with the Project.
- 4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
- 5. Plots, Reports, plan and specification reproduction expenses.
- 6. Postage, handling and delivery.
- 7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
- 8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
- 9. All taxes levied on professional services and on reimbursable expenses.
- 10. Other special expenses required in connection with the Project.
- 11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.



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To:

Mayor and City Council

Date: April 18, 2025

From: Mark Larson, City Administrator

RE:

Item 7B – Shed on City Property for Garden Site

Item 7B - Together We are Glencoe will be present at the City Council meeting wo request placement of the attached garden shed at the Public Garden Site in West Glencoe by the City Cemetery. It is recommended to approve.



4/16/2025

To the Glencoe City Council:

Together We are Glencoe and the City of Glencoe have been collaborating on a community garden over the past year. The group used data collected through the Glencoe Comprehensive planning process to find that residents stated that a community garden would be a way to feel more connected in the community. Together We are Glencoe is a grassroots group of residents and businesses working towards fostering greater community connectedness. Efforts of Together We are Glencoe are supported by Glencoe Regional Health, the Southwest Initiative Foundation, Coborn's, Larry Anderson-State Farm Insurance and community resident contributions.

Our group is seeking approval from the city council to place a shed on the grounds of the community garden located at 525 Baxter Avenue North. The shed will hold tools purchased using Statewide Health Improvement Partnership (SHIP) funds provided by McLeod County Health and Human Services that will be available for the gardeners to use for their plots. The shed would also be purchased using SHIP funds and would be located on the corner of Baxter Avenue and 5th Street W near the water source. The shed model that we have picked out measures at 8' x 13' x 8' and 104 square feet. The shed will rest on skids so that it can be easily moved if the garden gets a permanent location in the future. The shed would also use an anchoring system to combat any potential wind or weather issues. We will also have a padlock installed with a code that only Together We are Glencoe members and our gardeners would have access to. Below we have included a picture of the proposed shed and a map layout of where the shed would be located.

Together We are Glencoe reported out to the park board in November 2024 to talk about the pilot year of the garden. They were excited and are supportive of our plans for a shed. They also gave us new ideas and feedback for the new year of gardening.

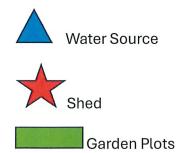
Thank you for your time and consideration on this request.

Best regards,

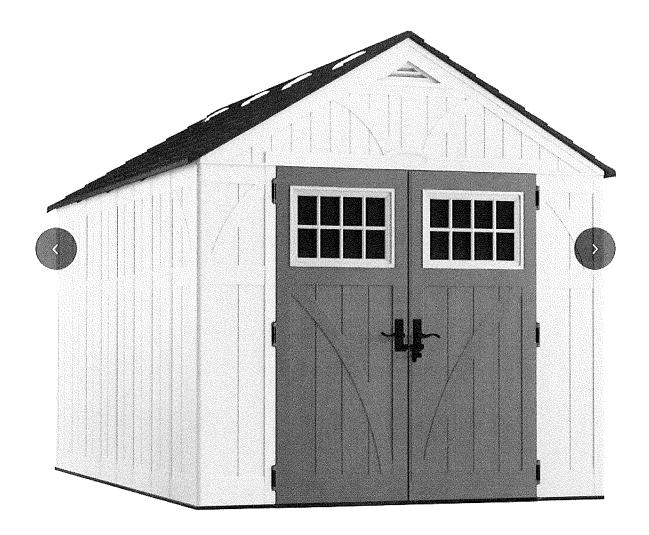
Emily Queen & Together We are Glencoe members Glencoe Community Gardens Coordinator Emily.queen@mcleodcountymn.gov

Map of Shed placement





Proposed Shed





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To:

Mayor and City Council

Date:

April 14, 2025

From:

Mark Larson, City Administrator

RE:

Item 7A – Glencoe Wine and Spirits - Assistant Liquor Store Manager

Position

Item 7A - Based upon the Discussion at the City Council Workshop, it is recommended to proceed with the establishment of a Full-time position of Assistant Liquor Store Manager at Glencoe Wine and Spirits.

The Position Description is attached.

The Pay Range for this position will be \$24 to \$29 per hour.

The Pay scale for this position will be set at 520 points.

It is proposed to start advertising immediately for this position.

City of Glencoe POSITION DESCRIPTION

ASSISTANT LIQUOR STORE MANAGER

DEPARTMENT:

Liquor

FLSA CLASSIFICATION:

Non- Exempt

REPORTS TO:

Liquor Store Manager

SUPERVISES:

Liquor Store Clerks

DEFINITION:

Manager the day-to-day operations of the liquor store in conjunction or in the absence of the Liquor Store Manager. Generally responsible for the work-direction of retail clerks, cashiering, stocking, merchandising and a variety of other duties pertaining to retail off-sale liquor store operations. The Assistant Manager is also responsible for becoming knowledgeable of all product lines sold in the store.

To perform this job successfully, an individual must be able to perform each duty satisfactorily. The requirements listed below are representative of the knowledge, skill and abilities required. The Essential functions listed below are intended as illustrations of the various types of work that may be performed. The omission of specific duties does not exclude them if the work is similar, related or a logical assignment to the position.

ESSENTIAL FUNCTIONS OF THE JOB:

- Provides guidance and direction to Clerks including prioritizing assignments, clarifying job expectations.
- Provide input to the Liquor Store Manager on the development and implementation of operational policies and procedures including customer service objectives, advertising strategies, purchase plans and store layout.
- Maintain adequate stocking levels of inventory, monitor inventory counts, adjusting counts as needed.
 Involved with and able to manage all ordering processes.
- Train new employees, manage staff as directed.
- Market products and assist customers with merchandise selection.
- Works as a cashier, checking identification, ensuring timely check out process.
- Receipt and deposit of money, counts cash, balances cash receipts, and prepares bank deposit forms.
- Process vendor paperwork to ensure accuracy and timely payments.
- Produces signing for displays and shelves.
- Stocks, arranges and rotates liquor merchandise on shelves, stocks beer coolers and sets up displays.
- Assists with all merchandising within the store as well as marketing efforts internally or externally.
- Must work some evenings and weekends...
- Performs other related duties as assigned or apparent.

EQUIPMENT USED:

This position uses a variety of equipment in a liquor store and office setting. Such equipment may include, but is not limited to, computerized cash registers, bank card machine personal computers, printers, telephones, fax machines and copy machines.

REQUIRED KNOWLEDGE AND ABILITIES:

- Knowledge of the laws, regulations and operations governing the operation of municipal liquor store.
- Knowledge of computers, Microsoft Office and other applications.
- Ability to communicate, manage and delegate to all liquor store personnel in absence of Liquor Manager.
- Ability to maintain effective, positive and respectful working relationships and confidence with the community, City Council and coworkers.
- Ability to cooperate and maintain confidentiality.

Any combination of education and experience that provides equivalent knowledge, skills and abilities will be considered. **MINIMUM QUALIFICATIONS:**

- High School diploma or equivalent.
- Two (2) or more years' experience working in retail supervisory role.
- One (1) or more years' experience in marketing or alcohol beverage industry.

PREFERRED QUALIFICATIONS:

- Associates degree in Marketing, Merchandise Retailing or related field.
- Two (2) or more years' experience working for a liquor store (Municipal preferred).

CONDITIONS OF EMPLOYMENT:

- Must possess a valid Minnesota Driver's License or the ability to obtain within thirty (30) days of employment.
- Must satisfactorily pass a criminal background examination.
- Must comply with organizational and departmental policies.

WORK SCHEDULE:

The typical work schedule for this position is full-time, Sunday- Saturday, including rotating holidays, days/evenings and weekends, subject to current personnel policy and staffing needs of the Liquor Store. A minimum of two (2) Fridays & Saturdays and one (1) Sunday a month will be required. Additional hours may be required on occasion.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change. The City of Isanti is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, reasonable accommodations are offered to qualified individuals with disabilities. Prospective and current employees are encouraged to discuss potential accommodations with the employer.

ACKNOWLEDGEMENT:

ACKNOWLEDGEMENT.		
to be used as a guide and that I		et forth herein. I understand that this is duties as assigned. I further understand e City of Isanti.
Employee Signature	Printed Name	Date



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To: Mayor and City Council

Date: April 14, 2025

From: Mark Larson, City Administrator

RE: **Item 8A –** Third reading of Ordinance 627 – Charter Changes

Item 8A – It is recommended to approve the third Reading of Ordinance 627 approving the recommended Charter Changes.

ORDINANCE NO. 627

AN ORDINANCE AMENDING THE CITY OF GLENCOE CHARTER

WHEREAS, the Glencoe Charter Commission has made certain recommendations to the City Council pursuant to the provisions of Minnesota Statutes §410.12, Subd. 7, and

WHEREAS, the City Council is disposed to adopt the recommendations of the Charter Commission, and

WHEREAS, the public notice and hearings required by Minnesota Statutes §410.12, Subd. 7 have been complied with.

THE CITY COUNCIL OF THE CITY OF GLENCOE ORDAINS:

Section 1:

A. Section 2.05 of the City of Glencoe Charter shall be amended to read in its entirety as follows:

Section 2.05 <u>Term of Office</u>. The term of office of the Mayor and Council members shall be four years as established by Chapter 646 of Minnesota state code, as amended <u>laws of 1994</u>. The Mayor and the Council members for the first and fourth wards shall be elected together in nongubernatorial year election and the Council member at large and Council members from the second and third wards shall be elected in the gubernatorial year election. The term of office of each officer elected hereunder shall commence at the organizational meeting of the council which is established at the first regular meeting of the City Council after January 1st next following the election in which such officer was elected. All elected officers shall hold office until their successors are elected or appointed and qualified.

B. Section 2.06 of the City of Glencoe Charter shall be amended to read in its entirety as follows:

Section 2.06 <u>Vacancies</u>. Whenever any vacancy shall occur in any elective office of said City and the remaining term of that elective office is more than two years, such vacancy shall be filled by appointment by the City Council, and such incumbent so appointed shall hold the Council member's office for the unexpired termuntil the next regularly scheduled election, and until the Council member's successor is elected and

qualified. An elected council member's successor shall serve for the remaining two years of the unexpired term of the vacant office. Vacancies in appointive offices shall be filled in the same manner as the original appointment was made, and for the unexpired term Any appointment shall be made from the same ward as the original elected office, or in the case of the at-large appointment, from any registered voter of the City. In the case where the remaining term of the vacated elective office is less than two years, then council shall fill said vacant office by appointment under this section for the remainder of the unexpired term. Vacancies in appointive offices shall be filled in the same manner as the original appointment was made.

C. Section 2.07 of the City of Glencoe Charter shall be amended to read in its entirety as follows:

Section 2.07 Removal. Elective officers may be removed from office in the manner and for the causes provided by Statute and herein. Appointive officers, except commission members, may be removed for cause upon the affirmative vote of the majority of the Council., subject only to any civil service rules or procedures which may be provided. Employees may be discharged according to the policy procedures established by the City Council and amended from time to time. Commission members may be removed only upon the four-fifths vote of the Council. Before any officer or commission member shall be removed, the charges against the officer or commission member shall be reduced to writing and filed with the City Administrator and a copy furnished the accused if the accused can be found within the City. Any accused officer or commission members shall be given a reasonable opportunity to be heard in person, and by counsel, to answer such charges and to present the accused's defense thereto. Continued failure or refusal of any elective or appointive officer to make or file reports required by this Charter or the Statutes shall be adequate cause for removal of such officer. Any officer or commission members so removed shall be removed only after written Findings of Fact are adopted by the Council upon the votes as above described, setting forth specific charges against such officer which the Council has determined to be true and the factual basis for which the Council has found to exist to support such charges.

D. Section 2.09 of the City of Glencoe Charter shall be amended to read in its entirety as follows:

Section 2.09 <u>Veto Powers</u>. All ordinances and resolutions shall be presented to the Mayor before they take effect. If the Mayor approves such ordinance or resolution the Mayor shall sign the same. Such ordinances and resolutions as the Mayor shall not approve the Mayor shall not sign but shall return to the City Council, by depositing the same with the City Administrator, with the Mayor's objections in writing attached thereto, and which shall be presented to the City Council at their next regular meeting thereafter. Upon the return of any resolution or ordinance not approved by the Mayor the same may be reconsidered, and if after such reconsideration, the Council shall pass the

same by a four-fifths vote of its members, it shall have the same effect as if approved by the Mayor. If any ordinance or resolution shall not be returned to the City Administrator by the Mayor within five <u>business</u> days (Sundays excepted) after it shall have been presented to the Mayor, the same shall have the same effect as if approved by the Mayor.

E. Section 2.10 of the City of Glencoe Charter shall be amended to read in its entirety as follows:

Section 2.10 <u>Vice President.</u> The Council shall annually, at the organization meeting, elect one council member as Vice President of the Council, who shall act in the place of the Mayor during the Mayor's absence or inability to discharge the Mayor's duties <u>If the Vice President of the Council is acting in the place of the Mayor at a City Council meeting, then the Vice President shall recuse themself from any votes, in their capacity as councilor, in case the Vice President must exercise a mayoral tie-breaker vote is necessary under Section 2.08. The Vice President of the Council serving in the place of the Mayor shall not count towards the quorum requirements of Section 3.02.</u>

F. Section 2.14 of the City of Glencoe Charter shall be amended to read in its entirety as follows:

Section 2.14 <u>Incompatible Offices</u>. No member of the Council or the Mayor, <u>shall beappointed to</u>, or shall hold, any paid municipal office or employment under the City; and until one year after expiration of the term as Mayor or Council member, no former member shall be appointed to any appointive office or employment under the City which was created, or for which the compensation is increased, during such individual's term as Mayor or Council member. This <u>section latter provision</u> however shall not apply to a <u>formern ex_mayor</u> or <u>councilmemberex_alderman</u> serving upon any of the City's commissions, and shall not apply to those current Councilmembers and the Mayor serving upon the City's Economic Development Committee.

G. Section 3.01 of the City of Glencoe Charter shall be amended to read in its entirety as follows:

Section 3.01 <u>General Powers</u>. The legislative power and authority of the City of Glencoe shall be vested in the City Council as provided by this Charter and by the laws and Constitution of the State of Minnesota. The City Council shall have charge of the care, control and supervision of all public streets, alleys, buildings, and grounds of the city, the care and supervision of which are not by this Charter vested in any other board or officer of the city. The City Council, except as in this Charter otherwise provided, shall have the general management and control of the finances and all the property of the

city, and shall have full power and authority to make, amend or repeal all such ordinances or resolutions as it shall deem expedient for the government and good order of the city, for the protection of the public and public health, comfort, and safety, for the suppression of vice and for the prevention of crime. It shall have power and authority to declare and impose penalties and punishments for the violation of ordinances and resolutions and to enforce the same against any person who may violate the same, and all such ordinances and resolutions, not inconsistent with laws and Constitution of this state or of the United States, of this Charter, are hereby declared to have full force and effect as the law of the city. In addition the Council shall have the specific powers as now provided by Minnesota Statutes Annotated Section 411.40, and as the same may hereafter from time to time be amended, together with such other specific powers as are from time to time granted by the Constitution and laws of the State of Minnesota to city councils of cities of the class of the City of Glencoe. The City Council shall have the power and authority, to be exercised by the four fifths vote of the Council, to establish a nursing home and home for the aged, the establishment and operation of which is hereby specifically declared to be a public purpose. In the event the Council so elects to establish such a home, it shall thereafter be constructed, acquired, operated and maintained by the Glencoe Area Health-Center Commission.

H. Section 4.09 of the City of Glencoe Charter shall be amended to read in its entirety as follows:

Section 4.09 <u>Assessments for Services.</u> The City Council may provide by ordinance that the cost of sprinkling, snow or rubbish removal, or of any other service to streets, sidewalks, or other public property, or the cost of any service, <u>fine or the like</u> to other property undertaken by the City of Glencoe or any of its Boards or Commissions, may be either assessed against the property benefited and collected in like manner as are special assessments or certified to the property taxes of the property benefited and collected in like manner as are property taxes.

I. Section 9.02 of the City of Glencoe Charter shall be amended to read in its entirety as follows:

Section 9.02 <u>Appointment, Qualification and By Whom Made.</u> GLPC shall consist of five members, four of whom shall be <u>registeredqualified</u> voters of the <u>Ceity</u> of Glencoe, one member may reside in the GLPC service territory, all must be residential customers of the GLPC and who shall be appointed by the City Council for the terms and the times of herein set forth.

Section 2: This ordinance shall take effect 90 days following its passage and publication.

[REMAINDER OF PAGE LEFT BLANK]

Adopted this day of	, 2025.
	CITY OF GLENCOE
	By Mark Hueser, Its Mayor
ATTEST:	
By Mark D. Larson, Its City Administrator	

Absent: Abstain: Second Reading: Date: Ayes: Nays: Absent: Abstain: Third Reading: Date: Ayes: Nays: Absent:					
Ayes: Nays: Absent: Abstain: Second Reading: Date: Ayes: Nays: Absent: Abstain: Third Reading: Date: Ayes: Nays: Absent:	First Read	ling:			
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Date: Ayes: Nays: Absent:					
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Nays: Absent:	Ayes:				
Absent:	Nays:				
	Absent:				
	Abstain:			 	

Published:	
Date:	



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To: Mayor and City Council

Date: April 14, 2025

From: Mark Larson, City Administrator

RE: Item 8B – Amend ATV/UTV Ordinance to include Golf Carts

Item 8B – Based upon the discussion at the City Council workshop, it is recommended to authorizes the City Attorney to prepare an amendment to the ATV/UTV ordinance to include golf carts within the City Limits. Currently, golf carts are only allowed on the south side of US Highway 212 and as a direct route to the Glencoe Country Club.



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Glencoe Municipal Liquor Store Profit & Loss Statement for Dec 2024

320,381.10

Liquor	101,182.49
Beer	113,620.41
Wine	33,937.02
Other Merchandise	4,388.41
	•
THC Total Sales	1,156.61 254,284.94
Total Sales	234,204.34
Cost of Sales	
Beginning Inventory	481,636.96
Purchases .	140,838.90
Total Merch. Avail. for Sale	622,475.86
Less Inventory Ending	435,416.68
Cost of Sales	187,059.18
Gross Profit on Sales	67,225.76
	26.44%
Operating Expenses	
Sales Tax (Use tax)	193.00
Full-Time Employees	19,683.33
Full-Time Employees- Overtime	0.00
Part-Time Employees	7,455.48
PERA Contributions	1,078.82
FICA Contributions	1,077.13
Medicare Contributions	251.91
Health & Life Insurance	(1,499.07)
Operating Supplies	5,334.34
Cleaning Supplies	0.00
Repair & Maintenance	1,140.24
Professional Services	542.50
Training	0.00
Computer Repair/Equipment	0.00
Telephone	230.49
Travel Expense	0.00
Advertising	2,751.47
Printing & Binding	0.00
Electricity	1,680.99
Natural Gas	809.04
Uniforms	0.00
Miscellaneous	35.87
Building & Structures (not fixed assets)	0.00
Sub-total	40,765.54
Insurance- Liquor, Property, Gen'l Liability	766.04
Depreciation	3,504.41
Audit	250.00
Worker's Comp	308.62
Bond Interest	841.04
Total Operating Expenses	46,435.65
Non-Operating Expenses/Income Interest Income	470.11
Miscellaneous	217.69
Sales Tax Variance	0.74
Cash Drawer +/-	61.01
Bad/Collected Checks	0.00
Total Non-Operating Exp./Inc.	749.55
Net Income	21,539.66

Year-To-Date Income

Comparative Figures	
Previous Year (2023)	
Total Sales	260,612.70
Gross Profit on Sales	69,811.35
Total Operating Expenses	44,071.18
Total Non-Operating Exp./Inc.	421.82
Net Income	26,161.99
Year-To-Date Income	261,620.75



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CITY OF GLENCOE BILLS

APRIL 21, 2025

** PREPAID PAYROLL & WIRE TRANSFER BILLS **

VENDOR	DEPARTMENT: DESCRIPTION	TOTAL
CITY OF GLENCOE EMPLOYEES WIRE TRANSFER WIRE TRANSFER	MULTIPLE DEPTS.: CITY OF GLENCOE PAYROLL 1-22-25 MULT DEPTS: STATE SALES TAX MULT DEPTS:EMP/CITY PAYROLL TAXES,HSA,PERA,D COMP,CAFE	\$80,536.19 \$25,529.00 \$58,031.19
	TOTAL PREPAID BILLS>	\$164,096.38

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

APRIL 21, 2025 - PREPAID BILLS

Date: Time: 04/16/2025

Page:

4:50 pm 1

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
A.H. HERMEL CO.	0573	LIQUOR: MERCH FOR RESALE	184154	01/17/2025	935.60
				Vendor Total:	935.60
BREAKTHRU BEVERAGE	0513	LIQUOR: MERCH FOR RESALE	184162	01/17/2025	1,286.54
BREAKTHRU BEVERAGE	0513	LIQUOR: MERCH FOR RESALE	184168	01/24/2025 Vendor Total:	6,804.54
					8,091.08
C & L DISTRIBUTING	0492	LIQUOR: MERCH FOR RESALE	184155	01/17/2025 Vendor Total:	17,923.81 17,923.81
DAHLHEIMER BEVERAGE	0003	LIQUOR: MERCH FOR RESALE	184156	01/17/2025 Vendor Total:	23,006.62
			101100		193.80
IUOE LOCAL #49	2109	MULT DEPTS: UNION DUES	184169	01/24/2025 Vendor Total:	193.80
			101100		7,385.00
JOHNSON BROS - ST PAUL	0504	LIQUOR: MERCH FOR RESALE	184163	01/17/2025	4,082.20
JOHNSON BROS - ST PAUL	0504	LIQUOR: MERCH FOR RESALE	184170	01/24/2025 Vendor Total:	11,467.20
			101157		544.25
MARLIN'S TRUCKING	1387	LIQUOR: MERCH FOR RESALE	184157	01/17/2025 Vendor Total:	544.25
					249.65
MINNESOTA CHILD SUPPORT	1646	POLICE: CHILD SUPPORT PAYMENT	184171	01/24/2025 Vendor Total:	249.65
MINNESOTA PUBLIC EMPLOYEE	1439	POLICE: UNION DUES	184172	01/24/2025 Vendor Total:	155.05 155.05
MORGAN CREEK VINEYARDS	0784	LIQUOR: MERCH FOR RESALE	184164	01/17/2025 Vendor Total:	201.60
					201.60
NCPERS GROUP LIFE INS	1619	ADMIN: INS PREMIUM	184173	01/24/2025 Vendor Total:	16.00
					16.00
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR: MERCH FOR RESALE	184165	01/17/2025	753.50
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR: MERCH FOR RESALE	184174	01/24/2025 Vendor Total:	4,678.21
					5,431.71
PPLSI	0485	MULT DEPTS: INS PREMIUMS	184175	01/24/2025 Vendor Total:	112.60
					112.60
SCHRAM HAUS BREWERY	0502	LIQUOR: MERCH FOR RESALE	184158	01/17/2025 Vendor Total:	212.00
					212.00
SOUTHERN GLAZER'S OF MN	1429	LIQUOR: MERCH FOR RESALE	184166	01/17/2025	1,597.8
SOUTHERN GLAZER'S OF MN	1429	LIQUOR: MERCH FOR RESALE	184176	01/24/2025 Vendor Total:	1,714.97
					3,312.82
UDOFOT BEER & BEVERAGE CO	1964	LIQUOR: MERCH FOR RESALE	184159	01/17/2025 Vendor Total:	225.00
					225.00
VIKING BEVERAGES	0973	LIQUOR: MERCH FOR RESALE	184160	01/17/2025 Vendor Total:	10,078.7
					10,078.7
VIKING COCA-COLA BOTTLING CO	C 0494	LIQUOR: MERCH FOR RESALE	184161	01/17/2025 Vendor Total:	571.90
					571.9
VINOCOPIA, INC.	1353	LIQUOR: MERCH FOR RESALE	184167	01/17/2025 Vendor Total:	197.00
					197.0
WINE MERCHANTS	0667	LIQUOR: MERCH FOR RESALE	184177	01/24/2025	124.1
				Vendor Total:	124.1
				Grand Total: Less Credit Memos:	83,050.5 0.0
Tota	al Invoices:	24		Net Total:	83,050.5
1010					
				ss Hand Check Total:	0.0
			Outst	anding Invoice Total :	83,050.5

CITY OF GLENCOE BILLS

APRIL 21, 2025

** REGULAR BILLS **

VENDOR	DEPARTMENT: DESCRIPTION	TOTAL
4 SQUARE BUILDERS, INC.	PARK:FENCE MATERIALS	\$420.54
AMERICAN RED CROSS	AQUATIC CENTER:TRAINING	\$300.00
ASPEN MILLS	FIRE:UNIFORMS	\$792.65
AT&T MOBILITY	MULTIPLE DEPTS:CELL PHONE BILL	\$1,168.04
BORDER STATE INDUSTRIES INC.	PARK:LED LIGHTS	\$133.60
	MULTIPLE DEPTS:MERCH. FOR RESALE, SUPPLIES	\$136.10
CARD SERVICES	MULT. DEPTS: NATURAL GAS	\$11,294.82
CENTERPOINT ENERGY	FIRE:TURNOUT GEAR	\$14,700.00
CLAREY'S SAFETY EQUIPMENT	POLICE:SQUAD CAR LEASES	\$4,293.37
FLEET SERVICES	POLICE:LEGAL FEES	\$285.00
FLAHERTY & HOOD, P.A.	ADMIN:POLICE:OFFICE SUPPLIES	\$141.98
FRANKLIN PRINTING INC.	REIMB:LODGING TAX	\$261.00
GACC TOURISM	POLICE:TRAINING SUPPLIES	\$43.54
GALLS, LLC		\$3,801.74
GLENCOE CO-OP ASS'N.	MULTIPLE DEPTS.: MOTOR FUELS	\$1,293.15
GLENCOE FLEET SUPPLY	MULTIPLE DEPTS.:HARDWARE,PAINT, CORDS,TAPE	\$40.50
GOPHER STATE ONE CALL	MULTIPLE DEPTS: LOCATE CALLS	\$308.40
HERALD JOURNAL PUBLISHING	MULTIPLE DEPTS:PRINTING, CONST. BIDS	\$1,984.96
HILLYARD-HUTCHINSON	CITY CENTER: CLEANING SUPPLIES	\$150.00
ID SIGN SOLUTIONS	POLICE:POST INSTALLATION	\$10.77
INDEPENDENT EMER. SERVICES	POLICE:MONTHLY 911 SERVICE	\$53.07
JOHN DEERE FINANCIAL	CEMETERY:BLADE	\$1,025.00
KUNKEL ELECTRIC INC.	AIRPORT:GAS PUMP REPAIR	\$2,199.56
KWIK TRIP	POLICE:MOTOR FULES	\$91,546.00
LEAGUE OF MN. CITIES INS. TRUST	MULTIPLE DEPTS:WORKERS COMP PREMIUMS	\$27,572.25
LIGHT & POWER COMMISSION	MULTIPLE DEPTS.:ELECTRICITY & MONTHLY BILLING	\$1,318.03
LUCKY BRAKE AUTO SHOP	POLICE:TIRES, LATERAL LINKS	\$1,316.03 \$4,188.65
MACQUEEN	FIRE:PUMP VALVE REPLACEMENT	
MCLEOD COOP. POWER ASSOC.	ADMIN:AIRPORT:ELECTRICITY	\$1,003.74 \$245.88
METRO SALES, INC.	POLICE:COPIER LEASE	-
MINI BIFF	PARK:WASTE REMOVAL	\$45.84
MN. STATE TECHNICAL COLLEGE	FIRE:FIRE SCHOOL	\$290.00
MINNESOTA UI INSURANCE	CEMETERY:LIQUOR STORE:UNEMPLOYMENT INS.	\$1,029.60
MNSPECT	CODE ENFORCE:BUILDING AND RENTAL INSPECTIONS	\$5,380.13
MORRIS ELECTRONICS	POLICE:COMPUTER SERVICES	\$125.00
OFFICE OF MNIT SERVICES	POLICE:INTERNET SERVICE	\$120.92
OXYGEN SERVICE COMPANY	STREET:WELDING SUPPLIES	\$19.22
PIONEERLAND LIBRARY SYSTEMS	REIMB.:FINE REIMBURSEMENT	\$10.90
PITNEY BOWES BANK	ADMIN:POSTAGE	\$502.25
RAMAKER	CEMETERY:SOFTWARE SUPPORT	\$980.00
RELIANCE STANDARD LIF INS.	MULTIPLE DEPTS:INSURANCE PREMIUMS	\$1,220.51
RIVERLAND COMMUNITY COLLEGE	FIRE:FIRE SCHOOL	\$480.00
SCHIROO ELECTRICAL REBUILDING	STREET:STARTER	\$265.00
S.E.H.	MULTIPLE DEPTS:ENGINEERING	\$37,555.30
STORM TRUCKING, LLC	STREET:SNOW HAULING	\$325.00
STREICHER'S	POLICE:RIFLE MOUNT	\$592.86
THOMSON REUTERS	POLICE:INVESTIGATION SERVICES	\$191.10
TRI-COUNTY WATER COND.	STREET:REIMB:OFFICE SUPPLIES	\$61.50
VIKING COCA-COLA	LIQUOR STORE:MERCHANDISE FOR RESALE	\$954.00
	TOTAL REGULAR BII	LLS> \$220,861.47