

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, July 7, 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 June 16, 2025
- B. Approve Casey's General Store #1688, 3.2 Off-Sale, 801 13th Street East, Glencoe
- C. Approve Casey's General Store #2010, 3.2 Off-Sale, 2101 10th Street East, Glencoe

3. APPROVE AGENDA

- 4. PUBLIC COMMENT (agenda items only)
- 5. PUBLIC HEARINGS

6. BIDS AND QUOTES

A. Finance Software Replacement/Upgrade - BS&A Software - Assistant City Administrator Mark Lemen, and Finance Assistant Amy Halquist

7. REQUESTS TO BE HEARD

- A. Third reading Fee Schedule Ordinance Ordinance Number 630 City Attorney Ostlund
- B. Third Reading of Golf Cart/ATV Ordinance Ordinance Number 631 City Attorney Ostlund
- C. State Companion Grant & Resolution-2025-14 2025 Glencoe Airport Pavement Maintenance Project City Administrator
- **D.** Approval of the Public Works Director Job Description Assistant City Administrator Lemen
- E. Unmanned Aerial Vehicle (UAV) Policy Detective Fiebelkorn

8. ITEMS FOR DISCUSSION

- A. Housing Study Survey and Booth at Glencoe Days 2025 Update Assistant City Administrator Lemen
- B. Police Department Mediation Schedule City Administrator Larson
- C. City Center Roof Issues/Warranty/Insurance Assistant City Administrator Lemen

9. ROUTINE BUSINESS

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

10. ADJOURN



GLENCOE CITY COUNCIL MEETING MINUTES

June 16, 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 Lemen, Matt Ostlund, Tony Padilla, Haylie Kusler

Others:

Rich Glennie, Kelly Mahon

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 June 2, 2025

B. Approve Minutes of the City Council Workshop of June 9th, 2025

Motion: Dahlke, seconded by Neid 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. Fee Schedule Ordinance Public Hearing and Second Reading - **Ordinance Number** 630 - City Attorney Ostlund

At this time, Mayor Hueser opened the public hearing on Fee Schedule **Ordinance Number 630**, with a motion by Lemke, seconded by Neid.

Motion: With no public comment, Lemke made a motion to close the public hearing. Seconded by Rivera, with all in favor, the motion carries.

Motion: Rivera, seconded by Dahlke to approve Second Reading of Fee Schedule **Ordinance Number 630**. Upon a roll call vote, the following voted Aye, Rivera, Dahlke, Maynard, Lemke and Neid. The following voted Nay, none.

B. Golf Cart/ATV Ordinance – Public Hearing and Second Reading – **Ordinance Number 631** – City Attorney Ostlund

At this time, Mayor Hueser opened the public hearing on Golf Cart/ATV **Ordinance Number 631**, with a motion by Neid, seconded by Dahlke.

Motion: With no public comment, Lemke made a motion to close the public hearing. Seconded by Neid, with all in favor, the motion carries.

Motion: Neid, seconded by Dahlke to approve Second Reading of Golf Cart/ATV Ordinance Number 631 with the term change from one year to three years. Upon a roll call vote, the following voted Aye, Rivera, Dahlke, Maynard, Lemke and Neid. The following voted Nay, none.

6. BIDS AND QUOTES

A. Resolution 2025-12; Resolution Approving the Sale of \$4.1 Million General Obligation Bonds, Series 2025A, for the Hennepin Avenue Project – Paul Donna, Fiscal Agent, DA Davidson

RESOLUTION NO. 2025-12

RESOLUTION AUTHORIZING ISSUANCE, A WARDING SALE, PRESCRIBING THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT OF \$4,236,000 GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2025A

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said bonds; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this __ day of June, 2025.

Motion: Lemke, seconded by Maynard to approve Resolution 2025-12. Upon a roll call vote, the following voted Aye, Rivera, Maynard, Lemke and Neid. The following voted Nay, none. Whereupon the resolution was declared adopted and approved.

B. Pickleball Court Surface & Fence Quote – Assistant City Administrator/Public Works Director Mark Lemen

Motion: Lemke, seconded by Maynard to approve the Pickleball Court Surface and Fence quote. All in favor, the motion carries.

7. REQUESTS TO BE HEARD

A. Third reading of **Ordinance Number 628** to Eliminate the Cemetery Commission – City Attorney Ostlund

Motion: Neid, seconded by Rivera to approve the Third Reading of Ordinance Number 628 to Eliminate the Cemetery Commission. Upon a roll call vote, the following voted Aye, Rivera, Dahlke, Maynard, Lemke and Neid. The following voted Nay, none.

B. State Companion Grant & **Resolution-2025-13** - Glencoe Terminal Construction - Final Phase – City Administrator

RESOLUTION NO. 2025-13

AUTHORIZATION TO EXECUTE

MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the City of Glencoe as follows:

	•		
1.	That the state of Minnesota Agreement No	. 1060227,	
	"Grant Agreement for Airport Improvement	nt Excluding Land	l Acquisition," for State
	Project No. A4301-41 at the Glencoe Mun	icipal Airport is a	ccepted.
2.	That the and		are
	Title	Title	
	authorized to execute this Agreement and	any amendments o	on behalf of the City of
	Glencoe.		
	CERTIF	ICATION	
	STATE OF MINNESOTA		
	COUNTY OF		
	I certify that the above Resolution is a true	and correct copy	of the Resolution
	adopted by the		
	(Name of the	he Recipient)	
	at an authorized meeting held on the	day of	, 20
	as shown by the minutes of the meeting in	my possession.	
		Signature:	
			(Clerk or Equivalent)

Motion: Lemke, seconded by Dahlke to approve Resolution 2025-13. Upon a roll call vote, the following voted Aye, Rivera, Dahlke, Maynard, Lemke and Neid. The following voted Nay, none. Whereupon the resolution was declared adopted and approved.

C. Planning Commission Recommendations

1. Lot Splits on Registered Land Survey (RLS) #25

The Planning Commission held a public hearing at their June 12, 2025, meeting pertaining to two Seneca Foods lots that need to be split into two separate lots. Following the Public Hearing, the Planning Commission motioned to make a recommendation to Council for the approval of the lot splits.

Motion: Lemke, seconded by Maynard to approve the lot splits pertaining to the two Seneca Foods lots. All in favor, the motion carries

D. Police Officer Positions – Chief Padilla

The Glencoe Police Department has been running with a community service officer for the last year and a half. Our latest CSO, recently graduated from college and accepted a full-time police officer position. The CSO is essential to the GPD. The CSO enforces blight all over the City, deals with pet issues, and assists officers with calls for services when authorized. The GPD would like to offer the part-time CSO position to Carter Eiden.

Motion: Dahlke, seconded by Rivera to approve the hire of Carter Eiden to fill the part-time CSO position. All in favor, the motion carries.

The Glencoe Police Department is authorized three part-time police officers, and currently only have one. The GPD would like to offer a part-time position to Scott Lindner, who has a previous law enforcement background.

Motion: Maynard, seconded by Lemke to approve the hire of Scott Lindner to fill the part-time police officer position. All in favor, the motion carries.

E. Approval of City Administrator Employee Agreement for Mark Lemen – City Attorney Ostlund

Motion: Neid, seconded by Maynard to approve the City Administrator Employee Agreement between the City of Glencoe and Mark Lemen, as amended. All in favor, the motion carries.

F. Fire Relief Truck Purchase – Cory Scheidt and Kelly Mahon No public or municipal funds are being used for the purchase or renovation of the 1931 truck.

Motion: Lemke, seconded by Neid to accept the donation of the 1931 fire truck. All in favor, the motion carries.

8. ITEMS FOR DISCUSSION

A. Housing Study Survey and Booth at Glencoe Days -2025 – City Administrator Larson This will be staffed by CEDA, City Council, and Housing Steering Committee members. There will be Spanish versions available as well.

9. ROUTINE BUSINESS

- A. Project Updates
 - 1. Hennepin Avenue Reconstruction Broke ground last week. Detour on Hennepin to take effect on June 23, 2025.
- B. Economic Development
- C. Public Input
- D. Reports
- E. City Bills

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

10. ADJOURN

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



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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: July 7, 2025

Re: Item 6A – Finance Department Software

Item 6A – Assistant City Administrator Lemen and Finance Assistant Halquist will review the need and recommendation for the upgraded Finance Department Software.

This was reviewed at the June 2025 City Council Workshop. Our existing vendor Fund Balance through Tyler Technologies provided an extension for the City to make this decision.

It is recommended to approve the purchase of the BS & A software package.

All Software options include: General Ledger, Accounts Payable, Accounts Receivable, Cash Receipting, Fixed Assets, Payroll & Timesheets

All software systems are cloud based.

		ERP Pro 10		
	BS&A	(Tyler Technology)	Civic Systems - Option 1	Civic Systems - Option 2
One time fees	\$54,870.00	\$50,090.00	\$86,048.00	\$32,848.00
Annual fee	\$17,605.00	\$24,532.00	\$22,200.00	\$32,400.00
Total First Year	\$72,475.00	\$74,622.00	\$108,248.00	\$65,248.00

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\$194,848.00	\$197,048.00	\$172.750.00	\$1 <i>47</i> 895 00	Estimated total costs for first
\$32,400.00	\$22,200.00	\$24,532.00	\$17,605.00	5th Year fee
\$32,400.00	\$22,200.00	\$24,532.00	\$17,605.00	4th Year fee
\$32,400.00	\$22,200.00	\$24,532.00	\$17,605.00	3rd Year fee
\$32,400.00	\$22,200.00	\$24,532.00	\$17,605.00	2nd Year fee
		A STATE OF THE PARTY OF THE PAR	The same of the sa	

10.5 day	10.5 days	into price	18	included in quote
		remote training days built		# of remote training days
		Does not specify # of days -		

^{*}onsite training is extra for each option but is recommended

		Ommined docto	טוווווווונכט מספוס	# of users included
	users)	Inlimited users	Indimited lears	t of control included
d depa	department head dashboard department head dashboard			
4 users (but unlimited	4 users (but unlimited			



Date:

June 9, 2025

To:

Mayor and City Council

From:

Mark Lemen, Assistant City Administrator/Public Works Director, Amy

Halquist, Finance Assistant

RE:

Finance Software Update

The current finance software provider, Tyler Technologies, has notified the City that they will no longer be supporting the current City program, Fund Balance, after 2026. In addition, Tyler Technologies has informed the City that we would need to inform them on or before June 30, 2025, if we intended to continue using Tyler Technologies or switch to another software company and program.

This information form Tyler Technologies opened the door for the City Finance Department to investigate other options. While Fund Balance has served the City well for 35 years, City staff thought it prudent to investigate other options.

Amy Halquist and Finance Director Todd Tripple participated in software demonstrations from several companies as well as inquired about what other similar sized cities utilize as their finance software. Moreover, Amy submitted an inquiry to the City auditor for input and recommendations.

After careful consideration, City staff has decided to recommend moving forward with BS&A as the Finance software provider. The program is anticipated to take 9-12 months to fully implement, therefore, the recommendation is to proceed immediately. There are some 2025 costs associated with the start up as well as annual costs thereafter. Provided



in your packet is a breakdown of those costs as well as the functionality and efficiency advantages of the new software. It should be noted that BS&A software did provide recommendations from the cities of Delano, Hutchinson, and Carver.



SMALL CITY & BIG FUTURE

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

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

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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: July 7, 2025

Re: Item 7A and 7B – Ordinance Readings

Item 7A – It is recommended to approve the 3rd reading of the Fine Schedule Ordinance Number 630.

Item 7B – It is recommended to approve the 3rd reading of the ATV/Golf Cart Ordinance Number 631 to upgrade to include Golf Carts throughout the community.

ORDINANCE NO. 630

AN ORDINANCE AMENDING CERTAIN PORTIONS OF CITY CODE 770
PERTAINING TO REPEAT NUISANCE CALLS; AMENDING CITY CODE 760
PERTAINING TO VEGETATION CONTROL; AN ORDINANCE AMENDING
CERTAINPORTIONS OF CITY CODE 510.07 PERTAINING TO PARKING, SURFACE
AND DRAINAGE; AN ORDINANCE AMENDING CITY CODE 550.02 PERTAINING
TO BLIGHT ENFORCEMENT AND PENALTIES.

Findings and Purpose:

A. It is the purpose and intent of this section to amend the City of Glencoe's ordinance(s) pertaining generally repeat nuisance calls, vegetation control and parking, surface and drainage, and blight enforcement and penalties pertaining to the administrative fines and criminal charges applicable to violations.

The City Council of Glencoe, Minnesota ordains:

Section 1. Section 770.07, is amended to read:

770.07 <u>Legal Remedies</u>. The City may impose an administrative fine(s) for a violation of this section pursuant to the requirements of this section and the City's fee schedule resolution, as amended from time to time. A violation of this section shall be a misdemeanor. Nothing in this section shall be construed to limit the City's other available legal remedies for any violation of the law which may constitute a nuisance service call hereunder, including criminal, civil, injunctive or others.

Section 2. Section 760.08, is amended to read:

760.08 Any person, firm or corporation who violates this ordinance shall be guilty of a misdemeanor. The City may impose an administrative fine(s) for a violation of this section pursuant to the requirements of City Code 770.05-770.06 and fines shall be the amount set by the City Council by resolution. Each violation shall constitute a separate offense. (See Uniform Misdemeanor Penalties in General Regulations Section of the Code).

Section 3. Section 510.08 is hereby added to the City Code and shall read as follows:

510.08 Any person, firm or corporation who violates this ordinance shall be guilty of a misdemeanor. The City may impose an administrative fine(s) for a violation of this section pursuant to the requirements of City Code 770.05-770.06 and fines shall be the amount set by the City Council by resolution. Each violation shall constitute a separate offense.

Section 4. Section 550.02(b) is amended to read as follows:

550.02(b) Any person, firm or corporation who violates this ordinance shall be guilty of a misdemeanor. The City may impose an administrative fine(s) for a violation of this section pursuant to the requirements of City Code 770.05-770.06 and fines shall be the amount set by the City Council by resolution. Each violation shall constitute a separate offense. (See Uniform Misdemeanor Penalties in General Regulations Section of the Code).

Section 4. Section 775.02, is amended to read as follows:

Unless otherwise stated in this section, It is hereby established that the uniform penalty for violation of any ordinance which constitutes a misdemeanor shall be a fine in an amount not to exceed \$1,000, or 90 days in jail, or both. The fine amount for violations of sections 770, 760, 510, or 550 shall be as follows:

a. First offense: \$100.00
b. Second offense: \$200.00
c. Third offense: \$300.00
d. Fourth offense: \$400.00
e. Fifth offense: \$500.00

f. Sixth offense and each offense thereafter: \$600.00

Section 5. Section 755.03, is amended to delete the following language:

"725.02 Blight"

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

Passed by the City Council of Glencoe, Minnesota this	day of	, 2025
Mark Hueser, Mayor		
Attested:		
Mark Larson, City Administrator		

ORDINANCE NO. 631

AN ORDINACE AMENDING SECTION 426 OF CHAPTER 4 OF THE GLENCOE CITY CODE REGULATING UTILITY TASK VEHICLES, CLASS 1 ATVs AND GOLF CARTS

Findings and Purpose:

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

WHEREAS, It is the intent of the City of Glencoe by the adoption of this Section to regulate Utility Task Vehicles, Class 1 All-Terrain Vehicles and Golf Carts in compliance with Minnesota State law.

The City Council of Glencoe, Minnesota ordains:

Section 1: Section 785 of the Glencoe Municipal Code is hereby repealed and deleted in its entirety.

Section 2: Section 426 of Chapter 4 of the Glencoe Municipal Code is hereby amended and restated as follows:

§ 426.01. SPECIAL VEHICLES: UTILITY TASK VEHICLES, CLASS 1 ALL-TERRAIN VEHICLES, GOLF CARTS

DEFINITIONS

DRIVER. The person driving and having physical control over a Utility Task Vehicle or Class 1 All-Terrain Vehicle, and also being the licensee.

ALL TERRAIN VEHICLE OR ATV. means a motorized vehicle with: (1) not less than four, but not more than six low pressure or non-pneumatic tires; (2) a total dry weight of 2,000 pounds or less; and (3) a total width from outside of tire rim to outside of tire rim that is 65 inches or less. Class 1 All-Terrain Vehicle includes a class 1 Class 1 All-Terrain Vehicle and class 2 Class 1 All-Terrain Vehicle. Class 1 All-Terrain Vehicle does not include a golf cart, mini-truck, dune buggy, or go-cart or a vehicle designed and used specifically for lawn maintenance, agriculture, logging, or mining purposes.

CLASS 1 ALL-TERRAIN VEHICLE OR CLASS 1 ATV As defined by Minn. Stat. § 84.92, subd. 9 means any All-Terrain Vehicle that has a total width from outside of tire rim to outside of tire rim that is 50 inches or less.

UTILITY TASK VEHICLE OR UTV. As defined by Minn. Stat. § 169.045, subd. 1 (3), a side-by-side, four-wheel drive, off-road vehicle that has four wheels, is propelled by an internal combustion engine with a piston displacement capacity of 1,200 cubic centimeters or less, and has

a total dry weight of 1,800 but less than 2,600 pounds. For the purposes of this section, a Class 2 All-Terrain Vehicle, as defined in Minn. Stat. § 84.92, subd. 10, shall be considered a Utility Task Vehicle or UTV if it otherwise meets the definition of a UTV as prescribed herein.

GOLF CART. a four-wheeled motor vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes, and it must be able to attain a speed of no more than 20 mph.

(ALL TERRAIN VEHICLE OR ATV, CLASS I ALL-TERRAIN VEHICLE OR CLASS I ATV, UTILITY TASK VEHICLE OR UTV and GOLF CART referred collectively as "Special Vehicle")

DESIGNATED CITY ROADWAYS. Those certain established City roadways within the City rights-of-way in which the City Council from time to time designates by majority resolution as roadways in which UTVs, Class 1 ATVs Special Vehicle may travel upon, subject to the terms and conditions of this ordinance. Designated City Roadways shall be published in the form of a map clearly delineating those certain roads determined to be Designated City Roadways. Alleyways are not considered Designated City Roadways, except for the purpose of accessing a Licensee's residence or commercial property.

- (A) (1) No person shall operate a UTVs, Class 1 ATVs Special Vehicle within the corporate limits of the City without obtaining a permit as provided herein or unless their operation qualifies as exempt.
 - (2) <u>Permit Application.</u> Every application for a permit hereunder shall be made on a form supplied by the City and shall contain the following information which shall be true and correct at the time of application and thereafter:
 - (a) The name, age and address of the vehicle owner applicant.
 - (b) Proof of a UTVs, Class 1 ATVs Special Vehicle insurance policy covering the vehicle and applicant owner for the duration of the permit term and in compliance with the provisions of Minnesota Statutes concerning insurance coverage for the UTVs, Class 1 ATVs Special Vehicle.
 - (c) Model name, make, and year and number (manufacturer identification) of the UTVs, Class 1 ATVs Special Vehicle.
 - (d) A copy of a valid state issued driver's license belonging to the applicant.
 - (e) A certification that the applicant owner applicant can safely operate a UTVs ; Class 1 ATVs Special Vehicle
 - (f) A certification which shall include but not be limited to that the applicant has received and reviewed the City's map of Designated City Roadways, has reviewed this ordinance, that the licensed vehicle can be operated safely within a City right-

of-way based upon manufacturer's guidance(s), a certification that the vehicle has been inspected by city staff for compliance with city ordinances and state law, and a certification that the applicant has completed all safety training mandated by City Council.

- (g) Other information as may be required by City staff, the chief of police, City Council, or Minnesota state law.
- (3) Permit Fee. The permit fee shall be as otherwise set forth in the City's fee schedule and not less than \$50 per term.
- (4) <u>Permit Term</u>. Permits shall be granted for a term of <u>one calendar year from January 1 to December 31st</u> (regardless of what month the permit is issued) and must be renewed through an annual application and payment applicable permit fee payment pursuant to the requirements of this section.
- (5) <u>Permit Conditions</u>. No permit shall be granted or renewed unless the following conditions are met:
 - (a) The applicant vehicle owner must demonstrate that he or she currently holds a valid state issued driver's license.
 - (b) The applicant shall be 18 years of age or older at the time the permit for UTV or Class 1 ATV- Special Vehicle is granted.
 - (c) The applicant shall demonstrate or otherwise certify that they are the owner or lessor of the UTV or Class 1-ATV Special Vehicle being licensed.
 - (d) The applicant shall submit a true and correct acknowledgement and certification of the following:
 - i. That the applicant can safely operate a UTV or Class 1 ATV Special Vehicle pursuant to the terms and conditions of this ordinance.
 - ii. The applicant has received and reviewed the City's map of Designated City Roadways.
 - iii. The applicant has received a copy of and reviewed this ordinance.
 - iv. That the licensed vehicle can be operated safely within a City right-of-way based upon manufacturer's guidance(s).
 - v. That the vehicle has been inspected by City or police department staff for compliance with city ordinances and state law.

- vi. That the applicant has completed all safety training mandated by City Council.
- vii. The applicant has not had his or her driver's license revoked as the result of traffic violations or criminal proceedings, and the applicant authorizes the Glencoe police department to confirm the validity of this statement.
- viii. The applicant must provide evidence of valid insurance valid for no shorter than the permit term and in compliance with the provisions of Minnesota Statutes concerning insurance coverage for UTV or Class 1 ATV Special Vehicles.
- (6) Permitted Operation(s) Designated City Roadways. No permit or license under this section shall be required for vehicles or Drivers that exclusively operate within and upon private property, and such use shall be considered the sole exemption from the requirements of this ordinance. Any use or operation within the City's corporate limits of a UTVs, Class 1 ATVs Special Vehicle not otherwise considered exempt shall be restricted to Drivers operating vehicles which the City has issued a permit under this ordinance. Any Driver of a UTVs, Class 1 ATVs Special Vehicle shall only operate upon those portions of paved City rights-of-way that are both marked for motor vehicle traffic and specified as Designated City Roadways, or as otherwise allowed under this section. A Driver must always possess proof of a valid and current permit granted under this section and display said permit in plain sight in the rear left portion of the Vehicle, and a valid and current proof of insurance in compliance with the provisions of Minnesota Statutes concerning insurance coverage for UTVs, Class 1 ATVs Special Vehicle.
- (7) Operation upon Non-Designated City Roadways. No Driver shall operate a UTVs, Class-1 ATVs Special Vehicle upon a county, state, or federal right-of-way that is not a Designated City Roadway.
- (8) Requirements Specific to Utility Task Vehicles. Notwithstanding anything to the contrary herein, Utility Task Vehicles may only be operated upon Designated City Roadways from sunrise to sunset. They Utility Task Vehicles shall not be operated pursuant to this section during inclement weather conditions or at any time when there is insufficient light to clearly see persons or vehicles on the roadway at a distance of 500 feet.
- (9) Requirements Specific to Class 1 All-Terrain Vehicles and Golf Carts. Notwithstanding anything to the contrary herein, Class 1 ATVs and Golf Carts shall only be operated upon Designated City Roadways from sunrise to sunset. Class 1 ATVs and Golf Carts shall not be operated pursuant to this section during inclement weather conditions or at any time when there is insufficient light to clearly see persons or vehicles on the roadway at a distance of 500 feet. No Driver shall operate a Class 1 ATV without eye protection.

- (10) <u>Street Crossings</u>. The Driver of a <u>UTVs</u>, <u>Class 1 ATVs</u> <u>Special Vehicle</u> may directly cross any street or highway intersecting a Designated City Roadway, regardless of whether that street or highway being crossed is a Designated City Roadway.
- (11) Compliance with Traffic and Motor Vehicle Laws. A permitted Driver or any person operating a UTVs, Class 1 ATVs Special Vehicle unlawfully without a permit under this section has all the rights and duties applicable to the driver of any other vehicle under the provisions of Minn. Stat. ch. 169, subd. 6, as it may be amended from time to time, except when these provisions cannot reasonably be applied and except as otherwise specifically provided in Minn. Stat. § 169.045, subd.7, as it may be amended. Notwithstanding the foregoing, a permitted Driver or any person operating a UTVs, Class 1 ATVs Special Vehicle unlawfully without a permit shall at all time observe all Minnesota statutes and City ordinances applicable to traffic and motor vehicles, including but not limited to the following which shall be unlawful:
 - a. At a rate of speed or rate of acceleration greater than reasonable or proper under all the surrounding circumstances and in no event at a rate of speed greater than the posted speed limit.
 - b. In a careless, reckless, or negligent manner so as to endanger other persons or property.
 - c. To tow anything including any person or object, unless the UTVs , Class 1 ATVs <u>Special Vehicle</u> is towing a street legal trailer. to or from the City's yard waste and/or compost facility.
 - d. In a manner creating loud, unnecessary or unusual noise, or that otherwise disturbs or interferes with the peace and quiet of other persons.
 - e. Without a headlight and taillight illuminating at all times, each of minimum candlepower as prescribed by rules of Commissioner of Public Safety.
 - f. Without brakes conforming to standards prescribed by rule of the Commissioner.
 - g. Without a rear-view mirror to provide the driver with adequate vision from behind as required by Minn. Stat. § 169.70. Class 1 ATVs shall be exempt from this requirement.
 - h. Without property functioning front turn signals, rear turn signals, front headlamps, rear headlamps, an electronically actuated horn, and a speedometer. Class 1 ATVs shall be exempt from this requirement.
 - i. To operate a UTVs, Class 1 ATVs Special Vehicle upon City right of way without complying with manufacturer's guidance on safe street operation, including but not limited to tires designed for street operation.

- j. To travel with a passenger(s) except as authorized by Minn. Stat. §84.9257(a) or (b). UTVs and Golf Carts shall be exempt from this requirement.
- (12) <u>Suspension</u>. The City Council may suspend or revoke any permit granted hereunder upon a majority finding by a preponderance of the evidence at an open meeting that the Driver either has violated any of the provisions of this section or Minn. Stat. ch. 169, as it may be amended from time to time, or cannot safely operate the UTVs, Class 1 ATVs Special Vehicle. Upon a Driver's third conviction within a three-year period for violating this section or any applicable Minnesota statute, the Driver's permit under this section shall be administratively revoked without any action of the City Council and no new permit shall be granted or renewed for a one-year period.
- (13) <u>Safety Curriculum Requirements.</u> Unless and until otherwise directed by the City Council, the Chief of Police shall create and implement a public safety curriculum and any permit applicant shall be required to complete said curriculum prior to the approval of any permit application or renewal.
- (14) <u>City Exemption.</u> The terms and conditions of this ordinance shall not apply to City employees operating City owned UTVs, Class 1 ATVs <u>Special Vehicle</u> while in the performance of their job duties.
- (15) <u>Penalty</u>. Any person convicted of violating any provision of this chapter shall be guilty of a misdemeanor. Notwithstanding violating the provisions of this chapter, any person convicted of violating parking, traffic or vehicles laws or regulations in the operation of a vehicle regulated pursuant to this chapter shall be subject to those criminal and/or civil procedures or penalties which are assigned to such offenses.

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

Passed by the City Council of	, Minnesota this	day of	, 2025.
Mark Hueser, Mayor			
Attested:			
Mark Larson, City Administrator			·



SMALL CITY & BIG FUTURE

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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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: July 7, 2025

Re: Item 7C – Resolution # 2025–14. State Companion Grant for Airport Paving

Item 7C – It is recommended to approve Resolution # 2025–14. State Companion Grant for Airport Paving in the amount of **\$14,992.02**. This is for the project that is taking place this summer.

RESOLUTION 2025-14

AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

It is resolved by the $\underline{\textbf{City of Glencoe}}$ as follows:

1. That the state of Minnesota Agree	ement No. <u>1060497</u> ,	
"Grant Agreement for Airport Imp	provement Excluding Land Acquisition,	" for
State Project No. A4301-42 at the	e <u>Glencoe Municipal Airport</u> is accepte	d.
2. That the(Title)	and(Title)	are
authorized to execute this Agreen	nent and any amendments on behalf of the	ne
City of Glencoe.		
	CERTIFICATION	
STATE OF MINNESOTA		
COUNTY OF		
I certify that the above Resolution	n is a true and correct copy of the Resolu	tion adopted by the
(N	lame of the Recipient)	
at an authorized meeting held on the	day of	, 20
as shown by the minutes of the meeting in	my possession.	
	Signature:(Clerk or Equ	uivalent)
CORPORATE SEAL /OR/	NOTARY PUBLIC	
	My Commission Expires:	



STATE OF MINNESOTA STATE AIRPORTS FUND GRANT AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of 1107 11th Street East, Suite 107, Glencoe, MN 55336 ("Grantee").

RECITALS

- 1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
- 2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
- 3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 Effective Date. This agreement will be effective on the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5, whichever is later. As required by Minn.Stat.§16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31,2029, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Survival of Terms. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 Plans, Specifications, Descriptions. Grantee has provided the State with the plans, specifications, and a detailed description of the Project 4301-42, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 Exhibit: Exhibit 'A' Grant Request Letter; Exhibit 'B' Credit Application; Exhibit 'C' Cost Split

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all

times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 Cost Participation. Costs for the Project will be proportionate and allocated as follows:

Item Description	Federal Share	State Share	Grantee Share
AIG-2025 Pavement maintenance (Phase 1) AIG Eligible	95% \$250,852.00	2.5% \$6,601.37	2.5% \$6,601.36
AIG-2025 Pavement maintenance (Phase 1) AIG Ineligible	0%	70% \$8,390.65	30% \$3,596.01

Federal Committed: \$250,852.00 State: \$ 14,992.02 Grantee: \$ 10,197.37

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

- 4.2 Travel Expenses. Blank
- 4.3 Sufficiency of Funds. Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.
- 4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$14,992.02.

4.5 Payment

- 4.5.1 Invoices. Grantee will submit invoices for payment by Credit Application via email. Exhibit "B", which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Monthly basis as needed.
- 4.5.2 All Invoices Subject to Audit. All invoices are subject to audit, at State's discretion.
- 4.5.3 **State's Payment Requirements**. State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering

the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

- 4.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
 - 4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.
 - 4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
 - 4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.5.7 Closeout Deliverables. At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of asbuilts as a PDF and in a MicroStation compatible format. (3) Electronic files of planning documents (Airport Layout Plans ALP) and Airport Zoning as a PDF and in a MicroStation compatible format and in GIS.
- 4.6 Contracting and Bidding Requirements. Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Luke Bourassa, South Region Airports Engineer; (luke.bourassa@state.mn.us) (651)508-0448 and/or Brian Conklin, Regional Airport Specialist Sr.; (brian.conklin@state.mn.us) (651)252-7658, or their successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Mark Larson, City Administrator

(320) 864-5586, mlarson@ci.glencoe.mn.us

1107 11th Street East, Suite 107

Glencoe, MN 55336

, or their successor.

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this agreement without

- the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office. Notwithstanding the foregoing, when FAA issues a Letter Amendment on a federal grant agreement that results in an increase in federal funds beyond the total amount in this grant agreement (i.e., federal amendment), MnDOT's receipt of the Letter Amendment from FAA has the effect of amending the total amount in this grant agreement.
- 7.3 Waiver. If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 Electronic Records and Signatures. The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 7.6 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Date Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be

deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

- 10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.
- 10.2.2.2Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

- 12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.
- 12.2 Endorsement. The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination; Suspension

- 14.1 **Termination.** The State or Commissioner of Administration may unilaterally terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to

- disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3 Termination for Insufficient Funding. The State may immediately terminate this agreement if:
 - 14.3.1 It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.
- 14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

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

- 16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.
- Discrimination Prohibited by Minnesota Statutes §181.59. Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 **Telecommunications Certification** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered"

telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

- Title VI/Non-discrimination Assurances. Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.
- 21 Additional Provisions
 [Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05. By: Date: SWIFT Contract #____ SWIFT Purchase Order #_____ COMMISSIONER OF TRANSPORTATION, as delegated By: Date: MnDOT CONTRACT MANAGEMENT, for form and execution By: Date: GRANTEE The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances. Date:_____

MnDOT ENCUMBRANCE VERIFICATION

Date:_____



April 16, 2025

RE: Glencoe Municipal Airport

FY 2025 Federal AIG Grant Request

Mr. Luke Bourassa Minnesota Department of Transportation Office of Aeronautics 395 John Ireland Blvd. St. Paul, MN 55155-1800

Dear Mr. Bourassa:

The City of Glencoe / Glencoe Municipal Airport (GYL) is ready to apply for federal grants for the below listed projects. The associated costs of these projects are shown in the table below.

- 2025 Pavement Maintenance (design and construction)
- 2025 Arrival/Departure Building fence (design and construction)
- New Taxilane and Taxilane Extension (design only)

Description	Pi	roject Costs
Pavement Maintenance Design and Construction Administration (SEH) - AIP Eligible (96.28%)	\$	25,225.36
Pavement Maintenance Design and Construction Administration (SEH) - AIP Ineligible (3.72%)	\$	974.64
Arrival/Departure Building Fence Design and Construction Administration (SEH)	\$	7,700.00
Arrival/Departure Building Fence Construction (Century Fence)	\$	6,125.00
Pavement Maintenance Construction (Fahrner Asphalt) - AIP Eligible	\$	285,105.00
Pavement Maintenance Construction (Fahrner Asphalt) - AIP Ineligible	\$	11,012.00
New Taxilane and Taxilane Extension - Design (SEH)	\$	99,400.00
Estimated Administrative Expenses (City of Glencoe) - Pavement Maintenance	\$	500.00
Estimated Administrative Expenses (City of Glencoe) - Taxilane Extension	\$	500.00
Total	\$	436,542.00

Please consider this letter as a formal grant request from the City of Glencoe for an Airport Improvement Grant (AIG) grant from the Federal Aviation Administration (FAA) for Federal Fiscal Year 2025 for GYL. Since GYL's FY25 AIG balance does not have sufficient funds to cover all project costs as laid out above, the City of Glencoe will apply for FY25 AIP to cover the balance. This grant request is for work items associated with the following projects:

2025 Pavement Maintenance project (design and construction) – Phase 1



The breakdown below is specific to federally eligible costs for this project:

FFY25 AIG	Allocated oject Costs	FAA (95%)	State (2.5%)	Local (2.5%)
Pavement Maintenance Design and Construction Administration (SEH) - AIP Eligible (96.28%) - Phase 1	\$ 22,716.98	\$ 21,581.13	\$ 567.92	\$ 567.93
Pavement Maintenance Construction (Fahrner Asphalt) - AIP Eligible (Phase 1)	\$ 240,887.49	\$ 228,843.12	\$ 6,022.19	\$ 6,022.18
Estimated Administrative Expenses (City of Glencoe) - Pavement Maintenance (Phase 1)	\$ 450.28	\$ 427.77	\$ 11.26	\$ 11.25
Total	\$ 264,054.75	\$ 250,852.02	\$ 6,601.37	\$ 6,601.36
Total (Adjusted)	\$ 264,054.75	\$ 250,852.00	\$ 6,601.37	\$ 6,601.38

The City of Glencoe is requesting FAA participation for federally eligible costs at 95% (\$250,852.00) and MnDOT participation at 2.5% (\$6,601.37). The City of Glencoe will cover the remaining 2.5% of federally eligible costs (\$6,601.38). The design and construction administration services proration (96.28% eligible and 3.72% ineligible) for the pavement maintenance project is calculated based on the contractor's construction bid estimate. See attached Bid Cost Proration Determination.

Additionally, the City of Glencoe is requesting state participation at 70% (\$8,390.65) for the federally ineligible portions of the project costs as described in the table below and as discussed during the design eligibility discussions. The City of Glencoe will cover the remaining 30% (3,595.99).

SFY 2025	Allocated oject Costs	State (70%)	Local (30%)
Pavement Maintenance Design and Construction Administration (SEH) - AIP Ineligible (3.27%)	\$ 974.64	\$ 682.25	\$ 292.39
Pavement Maintenance Construction (Fahrner Asphalt) - AIP Ineligible	\$ 11,012.00	\$ 7,708.40	\$ 3,303.60
Total	\$ 11,986.64	\$ 8,390.65	\$ 3,595.99



SMALL CITY & BIG FUTURE

As stated above, the City of Glencoe will apply for a FY25 AlG grant to cover the remaining balance of the total project costs as discussed with the FAA Program Manager and as described in the table below:

Y25 AIP		Allocated Project Costs		FAA (95%)		State (2.5%)		Local (2.5%)	
Pavement Maintenance Design and Construction Administration (SEH) - AIP Eligible (96.28%) - Phase 2	\$	2,508.38	\$	2,382.96	\$	62.71	\$	62.71	
Arrival/Departure Building Fence Design and Construction Administration (SEH)	\$	7,700.00	\$	7,315.00	\$	192.50	\$	192.50	
Arrival/Departure Building Fence Construction (Century Fence)	\$	6,125.00	\$	5,818.75	\$	153.13	\$	153.13	
Pavement Maintenance Construction (Fahrner Asphalt) - AIP Eligible (Phase 2)	\$	44,217.51	\$	42,006.63	\$	1,105.44	\$	1,105.44	
Estimated Administrative Expenses (City of Glencoe) - Pavement Maintenance (Phase 2)	\$	49.72	\$	47.23	\$	1.24	\$	1.25	
New Taxilane and Taxilane Extension - Design (SEH)	\$	99,400.00	\$	94,430.00	\$	2,485.00	\$	2,485.00	
Estimated Administrative Expenses (City of Glencoe) - Taxliane Extension	\$	500.00	\$	475.00	\$	12.50	\$	12.50	
Total	\$	160,500.61	\$	152,475.57	\$	4,012.52	\$	4,012.52	
Total (Adjusted)	\$	160,500.61	\$	152,475.00	\$	4,012.52	\$	4,013.09	

Please contact me if you have any questions.

Sincerely

Mark Larson

arphiity of Glencoe, Minnesota

CC: Adinda Van Espen, SEH

Mark Lemen, City of Glencoe Assistant City Administrator Brian Conklin, MnDOT Office of Aeronautics Sean Johnston, FAA Program Manager

Attachments:

- Bid Cost Proration Determination
- AIG Grant Checklist
- FAA 5100-100 Form

EXHIBIT "A"



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

- Bid Tabulation -- Pavement Maintenance
- Price-Cost Analysis Documentation
- SEH's Design and Construction Administration/Observation Contract
- GYL Exhibit A
- SAM's
- Buy American Certification Pavement Maintenance (Fahrner)
- Tax Delinquency and Felony Convictions Certifications Pavement Maintenance (Fahrner)

EXHIBIT "B"

Rev. 9/02

		NT OF TRANSPORTATION	Airport Name				
395 J		NAUTICS ID BOULEVARD, MS 410 SOTA 55155-1800	State Project No.				
	rtdevelopment(Federal Project No.				
	C	CREDIT APPLICATION	Mn/DOT Agreement No.				
TO THE DIRE	ECTOR, OFFI	CE OF AERONAUTICS:					
Itemized stat	tement of cash	expenditures for which credit is claimed	:				
For period b	eginning	, 20	; ending	g			, 20
Warrant Number	Date Issued	Name or Description		Unit	Rate	Total Time or Quantity	Amount
		,					
		,					
						2	
							9
			To	tal Expenditures			
					di maren y .	T ID L TORTE L T	(CIDCLE ONE)
NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.			Municipal	ity _	*FINA	L/PARTIAL	(CIRCLE ONE)
			Ву	_			
*FOR	Title	_					

(Complete Form On Reverse Side)

STATE OF	_	
COUNTY OF	_	
	,	being first duly sworn, deposes and says that he/she is the
	of the Municipality of	, in the County
of	, State of Minnesota	; that he/she has prepared the foregoing Credit Application,
knows the contents thereof, that the same is	s a true and accurate record of disbu	rsements made, and that the same is true of his/her own
knowledge; and that this application is mad	le by authority of the municipal cour	ncil (or board) of said Municipality.
		Signature
Subscribed and sworn to before me		
this day of	_, 20	
NOTARY PUBLIC		
My Commission Expires:		

Airport: Glencoe Municipal Airp Airport Sponsor: City of Glencoe, MN Ident: GYL UEI: EK1QDF5LKRY1 State Project No.: SP A4301-42 REV Federal Project No.: AIG 3-27-0158-016-2025 Agreement No.: Project Description: 2025 Pavement Mainten Date:	Airport: Glencoe Municipal Airport Airport Sponsor: City of Glencoe, MN Ident: GYL UEI: EK10DF5LKRY1 State Project No.: SP A4301-42 REV Federal Project No.: AIG 3-27-0158-016-2025 Agreement No.: Project Description: 2025 Pavement Maintenance (Phase 1) Date:							
Construction		Total	Funding Rates Federal St	Rates State				Local
	Pavement Maintenance Construction (Fahrner Asphalt) - AIG Eligible - Phase 1 \$ Pavement Maintenance Construction (Fahrner Asphalt) - AIG Ineligible \$ CONSTRUCTION SUBTOTAL \$	240,887.49 11,012.00 251,899,49	%00.0	70.00%	<i>சு</i> சு	228,843.12 \$ - \$ 228,843.12 \$	6,022.19 \$ 7,708.40 \$ 13,730.59 \$	6,022.18 3,303.60 9,325.78
Engineering	Description Pavement Maintenance Design and Construction Administration (SEH) - AIG Eligible - Phase 1 \$ Pavement Maintenance Design and Construction Administration (SEH) - AIG Ineligible \$ ENGINEERING SUBTOTAL \$	Total 22,716.98 974.64 23,691.62	Federal 95.00% 0.00%	State 2.50% 70.00%		Federal 21,581.13 \$ - \$ 21,581.13 \$	State 567.92 \$ 682.25 \$ 1,250.17 \$	Local 567.93 292.39 860.32
Administration	Description Estimated Administrative Expenses (City of Glencoe) - Pavement Maintenance - Phase 1 \$ ADMINISTRATION SUBTOTAL \$	Total 450.28 450.28	Federal 95.00%	State 2.50%	υ. 	Federal 427.77 \$ 427.77 \$	State 11.26 \$ 11.26 \$	Local 11.25 11.25
*****	Total (before adjustments) \$ Adjustments to round Fed amount	276,041.39			и, и,	250,852.02 \$ 250,852.00 \$	14,992.02 \$ 14,992.02 \$	10,197.35
	Grant Amounts \$ Overall Share Percentages	276,041.39			us.	250,852.00 \$ 90.87%	14,992.02 \$ 5.43%	10,197.37 3.69%



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

Date:

July 7, 2025

To:

Mayor and City Council

From:

Mark Lemen, Assistant City Administrator/Public Works Director

RE:

Item 7D - Public Works Director Job Description

Item 7D – The City Council approved my appointment and subsequent contract to be the City Administrator effective January 2, 2026, upon Administrator Larson's retirement. This early approval provides the City with an opportunity to proceed with a successor for the Public Works Director position.

In order to proceed with the hiring process an updated job description needs to be approved by the City Council. Included in your packet is the proposed job description for the Public Works Director position.

If the job description is approved at this Council meeting, I would anticipate that the position would be posted internally for a period of one week. The acceptance of internal applications will open July 14, 2025, at 7 a.m. and close on Monday July 21, 2025, at 7 a.m.

A review of internal applications will be performed on Monday July 21, 2025, and Tuesday July 22, 2025, where a candidate list for interviews will be established. If there are no internal candidates that will be moving forward to an interview process, the position will be posted externally for a period of three weeks. Following the three-week period there will be a review of applications, followed by a list of candidates chosen by the review committee to be interviewed for the position.

Title:

Public Works Director

Department:

Public Works

Accountable To:

City Administrator

Direct Reports:

All Public Works Personnel

FLSA Status:

Exempt

Position Status:

Full-Time

Salary:

\$47.11 to \$57.69 hourly/exempt

POSITION SUMMARY

This position directs and oversees the operations of all Public Works operations personnel including engineering, fleet, streets, parks, airport maintenance and municipal water and wastewater utilities. In addition, the position is responsible for coordinating all construction processes with inhouse staff, consultants and contractors for new construction and reconstruction of all public infrastructure and private developments, under the supervision of the City Administrator.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Required Competencies

- Interacts with co-workers and external customers in a manner that is professional and courteous.
- Helps to create and maintain a respectful workplace culture by following the associated Respectful Workplace policy.
- Perform basic mathematical calculations and utilize basic computer skills.
- Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. 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.

Specific Duties

- Develop and implement long-range programs for operation and maintenance of building and grounds, parks, streets, fleet, water utility, sewer utility, and storm water utility. Recommends approval of policies, rules, and procedures for public works and utility departments in order to implement directives and service levels from the City Administrator.
- Manage and supervise all public works department personnel.
- Address and resolve all citizen and business concerns and complaints related to public works operations.
- Perform all other duties or projects assigned by the City Administrator.
- Develops and administers a preventative maintenance program
- Provides support to, and oversee the Water Supervisor, who manages the day-to-day operations of the City's water utility
- Provides support to, and oversees the Wastewater Supervisor, who manages the day-to-day operations of the City's wastewater utility
- Provides support to, and oversees the Street/Park Supervisor, who manages the day-to-day operations of the City's streets and parks department
- Oversee all MPCA, DNR, MNDOT, and State Department of Health reporting and inspection requirements, ensuring that all department operations, reporting, and licensures meet all State and Federal regulatory agency guidelines.
- Oversees all Minnesota Pollution Control Agency reporting for the NPDES Operating Permit, including MS4 Storm Water Permitting requirements.
- Maintains and renews licensing to ensure compliance for the City.
- Implements and manages the City's storm water management plan and oversees annual storm water maintenance and new construction projects.
- Oversee all required watershed management organization requirements, including monthly attendance at the Watershed Management Organization monthly meetings.

Finance & Capital Management

- Preparation of the annual departmental budget to the City Administrator.
- Assist with development, approval and implementation of short- and long-term capital improvement and infrastructure plans and programs.
- Solicit, select and procure equipment and contracts per regulatory and budgetary guidelines.
- Oversees all required watershed management organization requirements, including monthly attendance at the Watershed Management Organization monthly meetings.

COMMON PERFORMANCE STANDARDS

General

- Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.
- Knowledge of OSHA safety regulations, training requirements, etc.
- Ability to effectively communicate with the public, departmental personnel, City staff, City Council, and other governmental agencies
- Ability to prepare technical reports and present reports to City staff and City Council as needed.
- Ability to develop cooperative relations with the public.
- Actively seeks opportunities for professional development

Decision Making

- Must act in a decisive manner using good judgment
- Must be able to assess problems and situations and be able to anticipate needs and evaluate alternatives
- Must be able to effectively interpret the policies and objectives of the department to establish quality operational standards.
- Must have the ability to understand the meaning and implications of key financial issues related to the department and use financial analysis to create and evaluate strategic options and opportunities.

Interpersonal Relationships

- Able to motivate, develop, and direct people as they work, identifying the best people for the job.
- Able to monitor/assess performance of oneself, other individuals, or organizations to make improvements or take corrective action.
- Must use logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- Must be consistent in dealing with people, be sensitive to others'
 problems and concerns without direct involvement, exclude personal
 biases from work performance, have the ability to accept criticism
 and/or discipline, have tact and diplomacy, and strive to promote a
 cooperative atmosphere in the department.

WORK ENVIRONMENT

- Work is generally performed in an office environment with standard office equipment and furnishings available.
- Occasionally, may be required to attend off-site training, meetings, and facility/site visits.
- Occasionally works in the City parks and public buildings.
- Occasionally works on the public streets or in the road right-of-way.
- May be exposed to a variety of hazards including proximity to moving mechanical parts, moving vehicles, electrical current, working on scaffolding and high places, or exposure to chemicals or confined spaces.

PHYSICAL REQUIREMENTS

- Must have the ability to read and discern visual images in a variety of media
- Must have the ability to operate a personal computer and applicable software (specifically Microsoft Office, Excel, PowerPoint, and accounting software)
- Ability to sit, stand, and/or walk for long periods of time

MINIMUM REQUIREMENTS

- Associate's degree in Wastewater or Water Technology, Civil Engineering, Environmental, Biological, or Chemical Sciences, Business Administration, Public Administration or equivalent work experience.
- Must be proficient using Microsoft Outlook, Excel, Word, and PowerPoint
- Minimum of five years related public works operations and/or maintenance experience.
- Possession of or ability to obtain a Minnesota Commercial Driver's License.

DESIRED QUALIFICATIONS

- Bachelor's degree in Civil Engineering, Environmental, Biological, or Chemical Sciences, Business Administration or Public Administration.
- Class C MN Water Operator License
- Class B MN Wastewater Operator License with the ability to obtain a Class A Wastewater Operator License within 3 years.
- MN Waste Facility Type 40 Operators License or the ability to obtain within 2 years.
- MNLTAP Roads Scholar
- University of Minnesota Public Works Certificate



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CITY OF GLENCOE, MINNESOTA REQUEST FOR COUNCIL ACTION

Agenda Item Numl	ber: Unkown_ Meeting Date: July 7, 2025
Attachments:	Yes No
WG SINCE	
Originating Department: Glencoe Police	Prepared By: Chief Padilla
Topic:	Action Requested:
Unmanned Aerial System Policy	Approve Policy
Background/Justification:	
Attached is a copy of our new unmanned Aerial Sys department will operate with the UAS and reporting	stem (UAS) policy. The UAS policy covers how the police requirements we will comply with.
Consideration:	
Consideration.	
Approve policy	
Fiscal Impact: N/A	
	tions. We have complied with all other FAA and state ram. I recommend approving policy to get program
Alternatives:	
Option 1 Approve as presented Option 2 Table policy Option 3 Deny policy	
Council Action:	
Motion to approve, deny, or table)
Attachments: 1 policy on UAS	

GLENCOE POLICE DEPARTMENT POLICE/RULES/RULES/PROCEDURES

POLICY NUMBER:

12.02

POLICY TITLE:

Unmanned Aerial System (UAS) Operations

SECTION:

OPERATIONS

PURPOSE

The purpose of this policy is to establish guidelines for the use of an unmanned aerial vehicle (UAV) and for the storage, retrieval and dissemination of images and date captured by the UAV as required by Minnesota Statutes Sections 13.82, 626.19 and other applicable law.

DEFINITIONS

Unmanned UAV

"" or "" means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.

Government Entity

"" means a state agency, statewide system, or political subdivision, except it does not include a law enforcement agency as it relates to UAV's.

Law Enforcement Agency

"" has the meaning given in Minnesota Statute Section 626.84, subdivision 1.

Policy

Unmanned aerial vehicle many be utilized to enhance the Glencoe Police Department's mission of protecting lives and property when other means and resources are not available or are less effective. In addition, the UAV will be used for training and other governmental entity related purposes as outlined by Minnesota Statute Section 626.19. Any use of the UAV shall be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.

Program Coordinator

The Chief of Police will appoint a program coordinator who will be responsible for the management of the UAV program. The program coordinator will ensure that policies and procedures conform to current laws, regulations and best practices and will have the following additional responsibilities:

- Ensuring the UAV model that is purchased is in compliance with FAA regulations.
- Ensuring the UAV is adequately registered (including timely renewals and updating of information) and marked and that there is adequate proof of ownership.
- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current.
- Ensuring that all authorized operators and required observers have completed all required FAA and office-approved training in the operation, applicable laws, policies and procedures regarding the use of the UAV.
- Developing uniform protocols for submission and evaluation of requests to deploy the UAV, including urgent requests made during ongoing or emerging incidents. Deployment of a UAV require authorization from the on-duty supervisor as well as the Program Coordinator or Chief Pilot.
- Implementing a system for public notification of the UAV deployment.
- Developing an operation protocol governing the deployment and operation of the UAV including, but not limited to, safety oversight, use of visual observers, establishment of lost link procedures and communication with air traffic control facilities.
- Developing protocol to fully document all missions according to Minnesota Statute Section 629.19, subdivision 5.
- Developing a UAV inspection maintenance and record-keeping protocol to ensure continuing airworthiness of the UAV's, up to and including its overhaul or life limits.

- •Developing protocols to ensure that all data intended to be used as evidence are accessed, maintained, stored and retrieved in a manner that ensure its integrity as evidence, including strict adherence to chain of custody requirements. Electronic trails, including encryption, authenticity certificates and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody. Generally, data collected by a UAV is private data on individuals or nonpublic data.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules and statutory requirements. This includes deleting data collected for a law enforcement purpose as soon as possible, and no later than seven days after collection, unless the data is part of an active criminal investigation.
- Facilitating law enforcement access to images and data captured by the UAV.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring the training program and deployment of the UAV.
- Report to the Commissioner of Public Safety, by January 15 each year, as mandated by Minnesota Statute Section 626.19, subdivision 12. This includes reporting the number of times a UAV was deployed without a search warrant including each date of deployment and the authorized use under Minnesota Statute Section 626.19, subdivision 3 and the total cost of the UAV program.

Authorized Use of UAV

The use of the UAV must comply with the statutory and Federal Aviation Administration (FAA) requirements. A law enforcement agency's authority to use a UAV is specifically defined by Minnesota Statute Section 626.19, which also includes several limitations.

Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or

transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAV operations.

Only authorized operators who have completed the required training shall be permitted to operate the UAV.

UAV operators must check for any Temporary Flight Restrictions (TFRs) prior to flight.

Use of the UAV and vision enhancement technology (e.g., thermal and other imaging equipment) is permissible with a signed search warrant or under the following circumstance in absence of a warrant in accordance with Minnesota Statute Section 626.19, subdivision 3:

- (a) During or in the aftermath of an emergency that involved the risk of death or bodily harm to a person.
- (b) Over a public event where there is a heightened risk to the safety of participants or bystanders.
- (c) To counter the risk of terrorist attacks by a specific individual or organization if a credible intelligence indicates a risk.
- (d) To prevent the loss of life and property in natural or man-made disasters and to facilitate operational planning, rescue, and recovery operations in the aftermath of these disasters.
- (e) To conduct a threat assessment in anticipation of a specific event.
- (f) To collect information from a public area if there is reasonable suspicion of criminal activity.
- (g) To collect information for crash reconstruction purposes after a serious or deadly collision occurring on a public road.

- (h) Over a public area for officer training or public relations purposes.
- (i) For purposes unrelated to law enforcement at the request of a government entity provided that the government entity makes the request in writing to the law enforcement agency and specifies the reason for the request and proposed period of use.

Request for UAV operations from a non-law enforcement governmental entity must be provided in writing to the Chief of Police, or his designee and include the location, date, time, and reason for the request.

UAV operators must comply with all Federal Aviation Administration requirements and guidelines.

Prohibited Use of UAV

The UAV shall not be used:

- (a) For facial recognition or other biometric-matching technology unless expressly authorized by a warrant.
- (b) To collect data on public protests or demonstrations unless expressly authorized by a warrant or an exception applies under Minnesota Statute Section 626.19 subdivision 3.
- (c) To conduct random surveillance activities
- (d) To target a person based solely on actual or perceived characteristics such as race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- (e) To harass, intimidate, or discriminate against any individual or group
- (f) To conduct personal business of any type

Data Classification; Retention of Data

Minnesota State Statutes Section 626.19 and Chapter 13 governs all data collected, created or maintained by the UAV.

Any use of the UAV must be documented by a formal report connected to a unique case number. This report shall provide a factual basis for the use of the UAV and document the qualifying authorized use as defined in Minnesota Statute Section 626.19, subdivision 3, unless a search warrant was issued which specified the use of the UAV.

Any UAV data collected may be made accessible to any person, agency, or the pubic at the discretion of the Chief of Police or his designee if determined that the access will aid the law enforcement process, promote public safety, or dispel widespread rumor or unrest in accordance with Minnesota Statute Section 13.82, subdivision 15.

Any data collected by the UAV and maintained by the Glencoe Police Department for a law enforcement purpose shall be deleted as soon as possible but in not circumstances later than seven days after collection, unless the data is part of an active criminal investigation.

Accountability

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

Reviewed: TJP 7-2-25



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

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: July 7, 2025

Re: Item 8A – Police Department Mediation

Item 8A – The City will be going to mediation on the Grack Scheduling Grievance and the Contract on August 6, 2025 at 9:00 PM. We will review at the August 4, 2025 City Council meeting in closed session.



June 24, 2025

IN THE MATTER OF:

Minnesota Public Employees Association, Roseville, Minnesota - and - City of Glencoe, Glencoe, Minnesota

BMS CASE NO: 25PG2116 (Marshall Thompson, Mediator)

RE: Court Cancellation Grievance

RECEIPT OF MEDIATION PETITION AND MEETING NOTICE

A petition for mediation in the above-named matter has been received by the Bureau of Mediation Services. In accordance with the laws of Minnesota, you are hereby notified of the following mediation meeting to be held for purposes of resolving this matter.

DATE:

August 6, 2025

TIME:

09:00 AM

LOCATION:

Glencoe City Hall 1107 11th Street East Glencoe, MN 55336

Both parties have an obligation to be present at this meeting and to make good faith efforts to resolve the dispute. Accordingly, each party must vest its representative to mediation meetings with the authority to negotiate in good faith and put forth reasonable suggestions to resolve the issue in dispute. It is the policy of the Bureau that all mediation conferences be closed to the public and the press.

BUREAU OF MEDIATION SERVICES STATE OF MINNESOTA

CC:

Mark Larson Joseph Ditsch



June 24, 2025

IN THE MATTER OF:

Minnesota Public Employees Association, Roseville, Minnesota - and City of Glencoe, Glencoe, Minnesota

BMS CASE NO: 25PN2115 (Marshall Thompson, Mediator)

RE: Contract Mediation

RECEIPT OF MEDIATION PETITION AND MEETING NOTICE

A petition for mediation in the above-named matter has been received by the Bureau of Mediation Services. In accordance with the laws of Minnesota, you are hereby notified of the following mediation meeting to be held for purposes of resolving this matter.

DATE:

August 6, 2025

TIME:

09:00 AM

LOCATION:

Glencoe City Hall 1107 11th Street East Glencoe, MN 55336

Both parties have a legal obligation to be present at this meeting and to make good faith efforts to resolve the dispute. Accordingly, each party must vest its representative to mediation meetings with the authority to negotiate in good faith, the ability to identify unresolved issues, and to set forth the positions of that party with respect to each issue in dispute. It is the policy of the Bureau that all mediation conferences be closed to the public and the press.

BUREAU OF MEDIATION SERVICES STATE OF MINNESOTA

cc:

Mark Larson Joseph Ditsch



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FUND BALANCES

FUND #	2025 CASH BALANCES	ı	MONTH FEBRUARY		MONTH JANUARY	
101	General-Operating	\$		\$	2,028,388.09	
101	General-Childhood Intervention	\$		\$	886.55	
101	General-Crime Prevention	\$		\$	16,949.36	
601	Water-Operating	\$	•	\$	1,993,527.06	
601	Water-Operating Water-Water Availability Charge	\$	599,951.20	\$	599,297.64	
601	Water-Trunk Water Charge	\$	25,994.09	\$	25,965.77	
601	Water-Bonds	\$	1,974.29	\$	1,972.14	
601	Water-Construction	\$	-	\$	_	
602	W.W.T.POperating	\$	1,330,754.12	\$	1,346,914.47	
602	W.W.T.PSewer Availability Charge	\$	1,142,743.06	\$	1,141,498.20	
	W.W.T.PTrunk Sewer Charge	\$	132,582.37	\$	132,437.94	
602		\$	141,070.13	\$	72,680.87	
602	W.W.T.P. Construction	\$	-	\$	-	
602	W.W.T.PConstruction	\$	43,379.70	\$	41,447.81	
603	Sanitation	\$	(18,298.57)	\$	(9,545.32)	
604	City Center-Operating	\$	(676,885.86)		(676,148.48)	
604	City Center-Bonds	\$	74,872.41	\$	54,553.25	
609	Liquor Store	\$	(89,909.48)		(109,109.40)	
612	Airport	\$	(19,416.25)		(60,049.63)	
651	Storm Water Management	Ф \$	166,069.14	\$	164,065.22	
213	Park Improvement		(1,551.93)		(1,015.70)	
223	Aquatic Center	\$	• •		997.90	
223	Aquatic Center-Lifeguard Training	\$	997.90	\$	7,315.87	
225	Cable TV	\$	•	\$	442.34	
226	Cemetery	\$	420.89	\$		
229	Municipal State Aid	\$	134,164.73	\$	121,532.19	
230	Engineering/Inspection Services	\$	(103,827.46)		(103,714.35)	
231	Public Safety Aid	\$	173,664.80	\$	180,595.16	
233	Economic Development Authority	\$	-	\$	445.44	
300	City Sinking	\$	415.89	\$	415.44	
382	2007 Tax Increment Bond-2007 Industrial Park	\$	(61,691.10)		(61,623.90)	
384	2018 Tax Increment Bond-Panther Heights	\$	164.07	\$	163.89	
409	Tax Increment #4-Industrial Park	\$	377,038.19	\$	377,038.19	
424	Tax Increment #17-Miller Manufacturing	\$	14,541.06	\$	14,525.22	
426	Tax Increment #19-Panther Heights	\$	31,164.40	\$	31,130.45	
427	Tax Increment #20-Bus Garage	\$	(9,814.17)	_	(9,803.48)	
466	2023 Street Improvement	\$	466.35	\$	465.84	
467	2025 Street Improvement-Hennepin Ave.	\$	(382,169.49)	\$	(381,753.17)	
523	2008 11th Street/Morningside Bond	\$	902.80	\$	901.82	
524	2014 Street Improvement Bond	\$	(213,899.28)		(213,666.27)	
525	2015 Street Improvement Bond-Lincoln Park	\$	(44,489.25)	\$	(44,440.79)	
526	2016 Street Improvement Bond-Armstrong Avenue	\$	73,389.13	\$	73,309.18	
527	2017 Street Improvement Bond-Baxter Avenue	\$	33,361.86	\$	33,325.52	
528	2018 Storm Water Improvement Bond-Central Storm Sewer	\$	42,278.54	\$	42,232.48	
529	2021 Street Improvement Bond-10th Street	\$	31,281.67	\$	31,247.59	
530	2023 Street Improvement Bond	\$	(736,266.20)	_\$	(735,464.14)	
	TOTALS	\$	5,890,968.10	\$	6,129,888.82	\$ -

Glencoe Municipal Liquor Store Profit & Loss Statement for January 2025

Sales	65,643.13
Liquor Beer	85,388.88
Wine	13,740.28
Other Merchandise	2,705.33
THC	877.12
Total Sales	168,354.74
Cost of Sales	435,416.68
Beginning Inventory Purchases	131,118.72
Total Merch. Avail. for Sale	566,535.40
	442,591.80
Less Inventory Ending Cost of Sales	123,943.60
Gross Profit on Sales	44,411.14
Gross From on Jules	26.38%
Operating Expenses	
Sales Tax (Use tax)	0.00
Full-Time Employees	4,201.52
Full-Time Employees- Overtime	0.00
Part-Time Employees	3,537.50
PERA Contributions	550.12
FICA Contributions	480.42
Medicare Contributions	112.36
Health & Life Insurance	1,029.46
Operating Supplies	3,277.50
Cleaning Supplies	0.00
Repair & Maintenance	552.00
Professional Services	0.00
Training	0.00
Computer Repair/Equipment	0.00
Telephone	0.00
Travel Expense	0.00
Advertising	99.00
Printing & Binding	0.00
Electricity	0.00
Natural Gas	0.00
Uniforms	0.00
Miscellaneous	0.00
Building & Structures (not fixed assets)	0.00
Sub-total	
Insurance- Liquor, Property, Gen'l Liability	766.04
Depreciation	3,908.55
Audit	250.00
Worker's Comp	308.62
Bond Interest	733.13
Total Operating Expenses	19,806.22
Non-Operating Expenses/Income	- 14.55%
Interest Income	25.52
Miscellaneous	165.00
Sales Tax Variance	0.67
Cash Drawer +/-	(7.37)
Bad/Collected Checks	0.00
Total Non-Operating Exp./Inc.	183.82

Net Income

Year-To-Date Income

Comparative Figures								
Previous Year (2024)								
Total Sales	164,637.29							
Gross Profit on Sales	43,859.93							
Total Operating Expenses	21,812.75							
Total Non-Operating Exp./Inc.	(37.11)							
Net Income	22,010.07							
Year-To-Date Income	22,010.07							

24,788.74

24,788.74

Glencoe Municipal Liquor Store Profit & Loss Statement for February 2025

44,328.66

Sales	
Liquor	65,284.30
Beer	85,564.63
Wine	15,369.01
Other Merchandise	3,393.71
THC	873.30
Total Sales	170,484.95
Cost of Sales	
Beginning Inventory	442,591.80
Purchases	126,683.38
Total Merch. Avail. for Sale	569,275.18
Less Inventory Ending	447,555.26
Cost of Sales	121,719.92
Gross Profit on Sales	48,765.03
	28.60%
Operating Expenses	
Sales Tax (Use tax)	103.00
Full-Time Employees	6,619.60
Full-Time Employees- Overtime	0.00
Part-Time Employees	6,032.52
PERA Contributions	847.07
FICA Contributions	775.68
Medicare Contributions	181.42
Health & Life Insurance	2,569.54
Operating Supplies	3,323.12
Cleaning Supplies	0.00
Repair & Maintenance	189.13
Professional Services	0.00
Training	0.00
Computer Repair/Equipment	765.58
Telephone	115.50
Travel Expense	0.00
Advertising	538.00
Printing & Binding	0.00
Electricity	861.56
Natural Gas	635.18
Uniforms	0.00
Miscellaneous	0.00
Building & Structures (not fixed assets)	0.00
Sub-total	
Insurance- Liquor, Property, Gen'l Liability	
Depreciation	3,908.55
Audit	250.00
Worker's Comp	308.62
Bond Interest	733.13
Total Operating Expenses	29,523.24
Non-Operating Expenses/Income	
Interest Income	59.49
Miscellaneous	315.32
Sales Tax Variance	3.15
Cash Drawer +/-	(79.83)
Bad/Collected Checks	0.00
Total Non-Operating Exp./Inc.	298.13
Net Income	19,539.92
Voor To Date Income	44 328 66

Year-To-Date Income

Comparative Figures							
Previous Year (2024)							
Total Sales	80,728.71						
Gross Profit on Sales	63,652.52						
Total Operating Expenses	32,907.68						
Total Non-Operating Exp./Inc.	133.84						
Net Income	30,878.68						
Year-To-Date Income	52,888.75						



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

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CITY OF GLENCOE BILLS

JULY 7, 2025

** PREPAID PAYROLL & WIRE TRANSFER BILLS **

VENDOR	DEPARTMENT: DESCRIPTION	TOTAL
CITY OF GLENCOE EMPLOYEES WIRE TRANSFER WIRE TRANSFER WIRE TRANSFER	MULTIPLE DEPTS.: CITY OF GLENCOE PAYROLL 3-19-25 MULTIPLE DEPTS.: MEDICA INSURANCE PREMIUMS 2025 ST IMPROVE: LAND PURCHASE FOR PROJECT HOLDING POND MULT DEPTS:EMP/CITY PAYROLL TAXES,HSA,PERA,D COMP,CAFE	\$81,337.69 \$44,526.88 \$37,191.84 \$58,041.76
	TOTAL PREPAID BILLS>	\$221,098.17

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

JULY 7, 2025 - PREPAID BILLS

Date:

07/02/2025

Time: Page: 4:16 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	184737	03/21/2025 Vendor Total:	571.64 571.64
BOBBING BOBBER BREWING CON	1802	LIQUOR: MERCH FOR RESALE	184738	03/21/2025 Vendor Total:	94.59
BREAKTHRU BEVERAGE	0513	LIQUOR: MERCH FOR RESALE	184745	03/21/2025	1,481.79
BREAKTHRU BEVERAGE	0513	LIQUOR: MERCH FOR RESALE	184756	03/28/2025	2,524.81
BILLARITH TO BEVERVICE	0010			Vendor Total:	4,006.60
C & L DISTRIBUTING	0492	LIQUOR: MERCH FOR RESALE	184739	03/21/2025	12,841.12
C & L DISTRIBUTING	0492	LIQUOR: MERCH FOR RESALE	184757	03/28/2025	9,737.17
				Vendor Total:	22,578.29
CITY OF GLENCOE	0035	LIQUOR: PETTY CASH REIMB.	184758	03/28/2025	1,312.99
				Vendor Total:	1,312.99
DAHLHEIMER BEVERAGE	0003	LIQUOR: MERCH FOR RESALE	184740	03/21/2025	14,536.70
DAHLHEIMER BEVERAGE	0003	LIQUOR: MERCH FOR RESALE	184759	03/28/2025 Vendor Total:	13,350.37
					27,887.07
GLENCOE BASEBALL ASSOCIATIC	0946	LIQUOR: ADVERTISING	184746	03/21/2025 Vendor Total:	100.00
			404744		221.41
HOME CITY ICE COMPANY	1761	LIQUOR: MERCH FOR RESALE	184741	03/21/2025 Vendor Total:	221.41
		AND TO FERTO ANNOVERS	404747	03/21/2025	209.95
IUOE LOCAL #49	2109	MULT DEPTS: UNION DUES	184747	Vendor Total:	209.95
	0504	LIQUOR: MERCH FOR RESALE	184748	03/21/2025	1,580.78
JOHNSON BROS - ST PAUL	0504	LIQUOR: MERCH FOR RESALE	184760	03/28/2025	5,295.25
JOHNSON BROS - ST PAUL	0504	LIQUOR. WERCH FOR RESALE	1047 00	Vendor Total:	6,876.03
MADI INIC TOUCKING	1387	LIQUOR: MERCH FOR RESALE	184742	03/21/2025	612.50
MARLIN'S TRUCKING MARLIN'S TRUCKING	1387	LIQUOR: MERCH FOR RESALE	184761	03/28/2025	378.00
WARLING TROCKING	1307	EIGOOK, MEROITI ORTREONEE		Vendor Total:	990.50
MINNESOTA CHILD SUPPORT	1646	POLICE: CHILD SUPPORT PAYMENT	184749	03/21/2025	249.65
WINNIEGOTA OFFIED GOTT GIVE	1010			Vendor Total:	249.65
MINNESOTA PUBLIC EMPLOYEE	1439	POLICE: UNION DUES	184750	03/21/2025	155.05
WINNIEGO IVII OBEIO EIII EO I E	1			Vendor Total:	155.05
MN. DEPARTMENT OF HEALTH	0550	'25 ST IMPROVE: WATERMAIN PLAN REVIEW FEE	184755	03/28/2025	150.00
				Vendor Total:	150.00
NCPERS GROUP LIFE INS	1619	ADMIN: INSURANCE PREMIUM	184751	03/21/2025	16.00
				Vendor Total:	16.00
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR: MERCH FOR RESALE	184752	03/21/2025	1,616.96
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR: MERCH FOR RESALE	184762	03/28/2025	4,856.41
				Vendor Total:	6,473.37
PPLSI	0485	MULT DEPTS: INS PREMIUMS	184753	03/21/2025 Vendor Total:	112.60 112.60
SOUTHERN GLAZER'S OF MN	1429	LIQUOR: MERCH FOR RESALE	184754	03/21/2025	10,251.69
SOUTHERN GLAZER'S OF MN	1429	LIQUOR: MERCH FOR RESALE	184763	03/28/2025	6,409.34
SOUTHLINE OF KELLOOF WITH				Vendor Total:	16,661.03
VIKING BEVERAGES	0973	LIQUOR: MERCH FOR RESALE	184743	03/21/2025	6,998.00
VIKING BEVERAGES	0973	LIQUOR: MERCH FOR RESALE	184764	03/28/2025	3,029.18
				Vendor Total:	10,027.18
VIKING COCA-COLA BOTTLING CO	0494	LIQUOR: MERCH FOR RESALE	184744	03/21/2025 Vendor Total:	357.99 357.99

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

JULY 7, 2025 - PREPAID BILLS

Date:

Outstanding Invoice Total:

07/02/2025

Time: Page: 4:16 pm 2

99,051.94

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
		28		Grand Total:	99,051.94
				Less Credit Memos:	0.00
	Total Invoices:			Net Total:	99,051.94
			Le	ess Hand Check Total:	0.00