



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

GLENCOE CITY COUNCIL MEETING AGENDA

TUESDAY

September 3, 2024
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 August 19, 2024
 - B. Approve renewal 3.2 On-sale Liquor License of KWIK Trip Store #1049, 2600 11th Street, Glencoe, MN
- 3. APPROVE AGENDA**
- 4. PUBLIC COMMENT (agenda items only)**
- 5. PUBLIC HEARINGS**
 - A. None Scheduled
- 6. BIDS AND QUOTES**
 - A. None Scheduled
- 7. REQUESTS TO BE HEARD**
 - A. Police Department Policy Revisions – Chief Padilla
 1. Vehicle Pursuit Policy 6.02
 2. Body Worn Camera Policy 1.19A
 - B. 2025 Hennepin Avenue Project – Justin Black, City Engineer SEH
 1. Joint Powers Agreement with McLeod County
 - A. Exhibit A
 2. Resolution **2024-10** Approving Project and ordering preparation of plans and specifications.
- 8. ITEMS FOR DISCUSSION**
 - A. Hotel Study Update – EDA Meeting Presentation
 - B. EDA Contract with CEDA – Director Update – City Administrator
 - C. Revolve Labs update – City Attorney Ostlund
 - D. Morningside Avenue/Highway 212 Update – MNDOT
 - E. Buffalo Creek Watershed Meeting – Assistant City Administrator Lemen

9. ROUTINE BUSINESS

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

10. ADJOURNMENT



SMALL CITY  BIG FUTURE

GLENCOE CITY COUNCIL MEETING MINUTES

August 19, 2024 – 7:00 PM

City Center Ballroom

Attendees: Ryan Voss, Susan Olson, Mark Hueser, Paul Lemke, Cory Neid, Yodee Rivera

City Staff: Mark Larson, Mark Ostlund, Tony Padilla, Todd Trippel, Mark Lemen, James Voigt, Haylie Kusler

Others: Owen Elle, Kevin Dietz, Lowell Anderson, Richard Glennie

1. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

The Meeting was called to order by Mayor Voss.

2. CONSENT AGENDA

A. Approve Minutes of the Regular Meeting of August 5, 2024

B. Security Bank and Trust, 735 11th Street East, Glencoe, Customer Appreciation Meal, Tuesday, August 27th; 5:00 PM to 8:00 PM. Close 11th Street and provide Picnic Tables

3. **Motion:** Hueser, seconded by Neid. All in favor, the motion carries.

4. APPROVE AGENDA

Motion: Lemke, seconded by Neid. All in favor, the motion carries.

5. PUBLIC COMMENT (agenda items only)

None.

6. PUBLIC HEARINGS

None.

7. BIDS AND QUOTES

None.

8. REQUESTS TO BE HEARD

A. Welcome Week Proclamation – Mayor Voss

Mayor Voss declared September 13th to September 22nd as “Together we are Glencoe Welcoming Week”. Encourage all residents to greet their neighbor and those that they don’t know and participate in one or more of the Together we are Glencoe Welcoming Week events taking place within our community.

- B.** Move First meeting from November 4th due to election in the City Center Ballroom – Date to be determined by the City Council

Motion: Lemke, seconded by Neid to move the November 4th meeting to November 6th due to election in City Center Ballroom. All in favor, the motion carries.

9. ITEMS FOR DISCUSSION

- A.** Hotel Study – EDA meeting on August 26th; feasibility study will be brought to EDA on the 26th. Our new CEDA consultant will be present.
- B.** School Resource Officer 2024-25 School year – Chief Padilla; Officer Korson back to the school after Labor Day. Currently attending classes to be up to date on mandates.
- C.** 2024 Sealcoat Project update – PW Director; the seal coat project will begin the week of September 9th.
- D.** Revolve Labs update – City Attorney; the fence itself has been installed. Still waiting on the new gate installation and fix the sound dampening material due to it not being able to support its own weight.
- E.** Morningside Avenue/Highway 212 Update – MNDOT; completion date as of September 13th, weather permitting.
- F.** 2025 Hennepin Avenue Project Update – City Administrator

10. ROUTINE BUSINESS

- A.** Project Updates – Rice has designed work on the pond – has been submitted to BCWS for approval.
- B.** Economic Development
- C.** Public Input
- D.** Reports – EAA Chapter Fly In; August 31st 11 a.m. to 2 p.m.
- E.** City Bills

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

- F.** **Close** meeting for PW Union Mediation

Motion: Lemke, seconded by Neid to close the meeting for PW Union Mediation. All in favor, the motion carries.

11. ADJOURNMENT

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

GLENCOE



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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: August 30, 2024

Re: **Item 7A1** – Police Policy Changes

Item 7A1 – Chief Padilla will review changes to the Vehicle Pursuit Policy. It is recommended to approve.

Mayor: Ryan Voss **City Administrator:** Mark D. Larson

Councilors: At-Large Yodee Rivera, Precinct 1 Sue Olson, Precinct 2 Mark Hueser, Precinct 3 Paul Lemke, Precinct 4 Cory Neid

Memo

To: Glencoe City Council
From: Tony Padilla- Chief of Police
cc:
Date: August 22, 2024
Re: Vehicle Pursuit Policy 6.02 & Body Worn Camera Policy 1.19A

Glencoe Police Department received notification from the MN Police Officers Standards and Training (POST) Board that they had made minor changes to the pursuit policy which was approved in January 2024. POST mandates that our department must have an identical or substantially similar policy. I have attached the new policy with changes for your review.

During our latest body camera audit, it was determined that we were missing language that had been passed through legislative sessions. The new language is highlighted in the updated copy of the policy for your review.

GLENCOE POLICE DEPARTMENT
POLICIES / RULES / PROCEDURES

POLICY NUMBER: 6.02

POLICY TITLE: VEHICLE PURSUITS

SECTION: VEHICLE OPERATIONS

PURPOSE:

To provide clear definitions, set parameters and restrictions and delineate responsibilities of supervisors and officers when officer(s) is (are) involved in a motor vehicle pursuit.

SCOPE:

Members of the Glencoe Police Department shall pursue and apprehend all violators or suspected violators of the law with due regard to the safety of the general public, law enforcement officers involved, the pursuit driver or operator and passengers and themselves.

POLICY

The primary purpose of this policy is to ensure officers and any member of the Glencoe Police Department respects the sanctity of life when making decisions regarding vehicle pursuits. Vehicle pursuits expose innocent citizens, law enforcement officers and fleeing violators to the risk of serious injury or death. The intent of this policy is to provide officers with guidance in balancing the safety of the public, safety of other officers and themselves, and law enforcement's duty to apprehend violators of the law, while minimizing the potential for pursuit related crashes.

GUIDING PRINCIPLES

- A decision to pursue should be based upon the totality of information and circumstances reasonably known to the officer at the time the decision is made, recognizing that law enforcement must often make immediate decisions with partial information.
- The safety of all persons involved in or by a police pursuit is of primary importance. It also must balance the risks of the pursuit to the public and peace officers with the consequences of failing to pursue (Minn. Stat. § 626.8458 Sub. 2 (1)).
- No officer will be disciplined for terminating a pursuit.
- Officers, when responding to an emergency call or pursuing a fleeing vehicle shall, when approaching a stop sign or red light, slow down as necessary for safety, but may proceed cautiously if they sound a siren or display at least one red light to the front (Minn. Stat. §169.03(2)).
- The speed limitations do not apply to an authorized emergency vehicle responding to an emergency call or vehicle pursuit, although this does not relieve the driver of an authorized emergency vehicle from the duty to drive with due regard for the safety of persons using the street, nor does it protect the driver of an authorized emergency vehicle from the consequence of a reckless disregard of the safety of others (Minn. Stat. §169. 177). Officer(s) should consider reducing their speeds and ensuring that the way is clear before proceeding thru an intersection or other locations where there is an increased likelihood of a collision with another vehicle or pedestrian. Evaluation of vehicle speeds should take into consideration public safety, officer safety and the safety of the occupants of the fleeing vehicle.
- Involved officers should frequently re-evaluate factors and conditions to assess the continuation of the pursuit.

DEFINITIONS

- A. Pursuit:** An active attempt by a sworn member operating a patrol unit or specialty unmarked unit to apprehend a driver of a motor vehicle who, having been given a visual and audible signal by a peace officer directing said driver to bring their vehicle to a stop, increases speed, extinguishes motor vehicle headlights or taillights, refuses to stop the vehicle, or uses other means with intent to attempt to elude a peace officer (Minn. Stat. §609.487).
- B. Termination of a Pursuit:** A pursuit is terminated when the pursuing officer(s) notify dispatch, turn off their emergency lights and sirens, and reduce speed to the posted speed limit.
- C. Divided Highway:** Any highway that is separated into two or more roadways by:
1. A physical barrier, or
 2. A clearly indicated dividing section constructed so as to impede vehicular traffic.
- D. Channeling:** To direct vehicular traffic into a progressively narrowing passageway or lane location on the roadway.
- E. Compelling Path:** The use of channeling technique with a modified roadblock located at its narrowed end. The compelling path differs from a termination roadblock in that the driver or any vehicle traveling the path has an exit option at the narrowed end.
- F. Pursuit Intervention Technique (PIT):** A driving maneuver designed to stop a fleeing motorist by applying precision vehicle-to-vehicle-contact resulting in a predictable spin of the suspect's vehicle, bringing it to a stop.
- G. Flee:** The term "flee" means to increase speed, extinguish motor vehicle headlights or taillights, refuse to stop the vehicle, or use other means with intent to attempt to elude a peace officer following a signal given by any peace officer to the driver of a motor vehicle (Minn. Stat. § 609.487 Subd. 1).
- H. Primary Unit:** The law enforcement unit that initiates a pursuit or any other unit that assumes control of the pursuit.

- I. **Support Units:** The primary responsibility is to remain in close proximity to the pursuing vehicle(s) so that officers are immediately available to render aid or assistance to anyone who may require it as a result of the pursuit. Support officers may also assume responsibility for radio traffic, and do not take over/assume control of the pursuit.
- J. **Other Assisting Units:** Units not actively involved in the pursuit itself but assisting by deploying stop sticks, blocking intersections, compelling paths, or otherwise working to minimize risk.
- K. **Ramming:** The deliberate act of impacting a fleeing offender's vehicle with another vehicle to functionally damage or otherwise force the violator to stop.
- L. ~~L. Spike Strips~~ **Portable Tire Deflation Device:** A device that extends across the roadway and is designed to puncture the tires of the fleeing offender's pursued vehicle. ~~Tire deflation devices must be capable of safely releasing the air pressure of the tire in a predictable, controlled manner so the vehicle operator can maintain control.~~
- M. **Blocking or vehicle intercept:** A slow-speed coordinated maneuver where two or more law enforcement vehicles simultaneously intercept and block the movement of a suspect vehicle, the driver of which may be unaware of the impending enforcement stop, with the goal of containment and preventing a pursuit. Blocking is not a moving or stationary roadblock.
- N. **Boxing-in:** A tactic designed to stop a violator's vehicle by surrounding it with law enforcement vehicles and then slowing all vehicles to a stop.
- O. **Paralleling:** The practice of non-pursuing squad vehicles driving on streets nearby to the active pursuit, in a manner parallel to the pursuit route. Parallel driving does not exempt officers from obeying traffic laws. Minn. Stat. § 169.14, subd. 1.

PROCEDURE

- A. **Pursuit Considerations – Minn. Stat §626.8458 Subd. 2 (2).**

1. Pursuit is justified when the need for immediate apprehension or the risk to public safety outweighs the risk created as a result of the pursuit.

2. Factors to be considered when weighing risks:
 - Severity of the offense (in cases of non-violent offenses, officers should consider terminating the pursuit).
 - Speed of the pursuit
 - Area of the pursuit (including the geographical area, time of day, amount of vehicular and pedestrian traffic)
 - Divided highways and one-way roads (Minn. Stat. § 169.03 Subd. 3)
 - Approach to intersections that are controlled by traffic signals, signs, or other location where there is an increased likelihood of a collision (Minn. Stat. §169.03)
 - Environmental conditions (weather, visibility, road surface conditions)
 - Special hazards (school zones, road construction, parades, special events)
 - The ability to identify the offender at a later time
 - Age of the suspect and occupants
 - Other persons in or on the suspect vehicle

3. Standards applied to the ongoing evaluation of a pursuit, as well as the decision to continue a pursuit shall include the following considerations:
 - The immediate need to apprehend the offender outweighs the risk created by the pursuit.
 - The dangers created by the pursuit exceed the dangers posed by allowing the offender to escape.
 - Involved officers should frequently re-evaluate factors and conditions to assess the continuation of the pursuit.

B. Procedures & Tactics for an Officer Engaging in a Pursuit– Minn. Stat. § 626.8458 Subd. 2 (3)

1. Emergency vehicles shall be driven in a safe manner and with due regard for public safety.

2. Emergency vehicles operating in emergency mode are permitted to violate certain traffic regulations, when necessary, as long as the operator continues to exercise due care in vehicle operation.

**C. Responsibilities of the Primary Unit – Minn. Stat. § 626.8458 Subd. 2
(4)**

The driver of the primary unit shall notify dispatch of the pursuit and shall provide at least the following critical information to dispatch when possible:

- Travel direction/location/traffic and road conditions
- Reason for initial contact (specific violations)
- Identity of fleeing driver, if known
- Plate number, if available, and/or vehicle description
- Speed of fleeing vehicle

1. Provide relevant evolving information to dispatch
2. No officer will intentionally make vehicle-to-vehicle contact unless this action is in conformance with agency policy on use of force (see agency policy on use of force)
3. Roadblocks must conform to the agency's policy on use of force
4. Only law enforcement vehicles with emergency lights and siren will be used as pursuit vehicles
5. Unmarked and low-profile agency vehicles may engage in pursuits until a marked vehicle can take over as the primary vehicle. Officers shall not become engaged in pursuits while operating a non-departmental (private) motor vehicle or departmental vehicles not equipped with required emergency equipment.

D. Procedures & Tactics for support units

1. Officers are authorized to use emergency equipment at intersections along the pursuit path to clear intersections of vehicular and pedestrian traffic to protect the public.
2. When possible, non-pursuing personnel needed at the termination of the pursuit should respond in a non-emergency manner, obeying all non-emergency traffic laws.
3. All participating units should operate under emergency conditions.

E. Supervision of Pursuit Activities

1. The use of a detached supervisor that is not directly involved in the pursuit, when available, should be considered.

Based on the known information the supervisor, when available, shall monitor the pursuit in order to take appropriate action to continue or terminate the pursuit (Minn. Stat. §626.8458 Subd. 2 (4)).

2. Procedures regarding control over pursuit activities should include:
 - Verbally acknowledge they are monitoring the pursuit.
 - Assess critical information necessary to evaluate the continuation of the pursuit. Evaluate and ensure pursuit is within policy.
 - Direct that the pursuit should be discontinued if it is not justified to continue under the guidelines of this policy or for any other reason.
 - Communicate to all involved units if the pursuit should be terminated
3. Options to keep in mind during a pursuit include, but are not limited to:
 - Parallel pursuits
 - Channeling techniques
 - Creating a compelling path
 - Air support
 - Spike strips or other tire deflation device
 - Pursuit Intervention Techniques (PIT)
 - Blocking or Vehicle Intercept
 - Boxing-in
 - Other apprehension or GPS tracking methods - Minn. Stat. §626.8458 Subd 2 (3)
4. The Chief of Police shall be notified or next available in chain of command post pursuit.

F. Dispatch Responsibilities

Upon notification that a pursuit has been initiated, Dispatch will be responsible for the following (Minn. Stat. § 626.8458 Subd. 2 (4)):

- Coordinate pursuit communications of the involved units and personnel.
- Notify and coordinate with other involved or affected agencies as practicable.
- Ensure that a supervisor, if available, is notified of the pursuit.

- Assign an incident number and log all pursuit activities.
- Broadcast pursuit updates as well as other pertinent information as necessary.

G. Factors Influencing the Termination of a Pursuit:

The driver of the primary unit and the supervisor shall continually evaluate the risks and likelihood of a successful apprehension of the suspect and shall consider terminating the pursuit under the following conditions.

1. The officer deems the conditions of the pursuit too risky for the safe continuation of the pursuit.
2. A supervisor orders it terminated.
3. Information is communicated that indicates the pursuit is out of compliance with policy.
4. Communication is broken.
5. Visual contact is lost for a reasonable period of time or the direction of travel cannot be determined.
6. The suspect is known and could be apprehended later, and delaying apprehension does not create a substantial known risk of injury or death to another.

H. Interjurisdictional Pursuit – Minn. Stat. § 626.8458 Subd. 2 (5).

1. The primary unit shall update critical information to the dispatcher before leaving its jurisdiction.
2. The primary law enforcement vehicle shall remain the primary vehicle in other jurisdictions unless the controlling pursuit authority transfers its authority to another jurisdiction.
3. Upon receiving notification the pursuit is entering another agency's jurisdiction, the dispatcher shall forward all critical information possessed by the dispatcher to that agency.

4. When a pursuit enters this law enforcement agency's jurisdiction:
 - The dispatcher shall update the critical information to the shift supervisor or other authorized individual identified by the law enforcement agency.
 - The controlling pursuit authority shall determine if the pursuit is in conformance with policy and shall provide appropriate direction to their units.

5. When a pursuit enters another agency's jurisdiction, the primary officer or supervisor, taking into consideration distance traveled, unfamiliarity with the area and other pertinent facts, should determine whether to request the other agency to assume the pursuit. Unless entry into another jurisdiction is expected to be brief, it is generally recommended that the primary officer or supervisor ensure that notification is provided to the dispatcher and to each outside jurisdiction into which the pursuit is reasonably expected to enter, regardless of whether such jurisdiction is expected to assist (Minn. Stat. § 626.8458 Subd. 2 (5)).

If a pursuit from another agency enters the Department's jurisdiction, Dispatch should update the on-duty supervisor. No pursuit will continue into another state unless permission is received from a supervisor, if available **and as soon as is practical**, ~~prior to entering that state and the pursuit is of a known or suspected violent felon~~. Prior to, **or as soon as possible after** crossing the state line, the dispatcher will notify the appropriate out of state authority to coordinate the pursuit and the channels to be used for communications.

I. Fresh pursuit outside state boundaries

~~If the pursuing officer has received supervisory approval~~ Subject to the conditions identified under H.5. above the officer may continue the pursuit across state lines with those states, which grant reciprocity. This would include North Dakota, South Dakota, Iowa, and Wisconsin (Minn. Stat. §626.65, Uniform Law on Fresh Pursuit; Reciprocal.)

J. Air Support

1. When available, aircraft assistance should be requested. Once the air unit has established visual contact with the pursued vehicle, it should assume control over the pursuit. The primary and secondary ground units should consider whether the participation of an aircraft warrants their continued

involvement in the pursuit (Minn. Stat. § 626.8458 Subd. 2 (4)). The air unit should coordinate the activities of resources on the ground, report progress of the pursuit and provide officers and supervisors with details of upcoming traffic congestion, road hazards or other pertinent information to evaluate whether to continue the pursuit. If ground units are not within visual contact and the air unit determines that it is unsafe to continue the pursuit, the air unit should recommend terminating the pursuit.

K. Pursuit Summary Report

1. The primary officer and the supervisor shall file a pursuit summary report.
2. To ensure compliance with Minn. Stat. § 626.5532, the chief law enforcement officer shall ensure the completion of the State pursuit report form and forward it to the Commissioner of Public Safety within 30 days following the pursuit.
3. As required in Minn. Stat. §626.5532, the report must contain the following elements:
 - a) the reason(s) for, and the circumstances surrounding the pursuit;
 - b) the alleged offense;
 - c) the length of the pursuit in distance and time;
 - d) the outcome of the pursuit;
 - e) any injuries or property damage resulting from the pursuit; and
 - f) any pending criminal charges against the driver.
 - g) other information deemed relevant by the Commissioner of Public Safety.

L. Care and Consideration of Victims

If during a pursuit an officer observes or is made aware of an injury to an individual, the officer shall immediately notify the dispatcher to have the appropriate emergency units respond. Rendering assistance includes, but is not limited to:

Minn. Stat. §626.8458 Subd. 2 (6)

- Calling an ambulance
- Rendering first aid until the officers are no longer needed at the injury scene

- Summoning additional units to the scene for assistance with the injured persons and/or traffic control

M. Use of Firearms

The use of firearms to disable a pursued vehicle is not generally an effective tactic and involves all the dangers associated with discharging firearms. Officers should not discharge firearms during an ongoing pursuit unless the conditions and circumstances meet the requirements authorizing the use of deadly force. Nothing in this section shall be construed to prohibit any officer from using a firearm to stop a suspect from using a vehicle as a deadly weapon.

N. Capture of Suspects

Proper self-discipline and sound professional judgment are the keys to a successful conclusion of a pursuit and apprehension of evading suspects shall be consistent with the agency use of force policy and Minn. Stat. §609.06.

O. Evaluation and Critique

After each pursuit, the supervisor and law enforcement agency units involved with the pursuit will evaluate the pursuit and make recommendations to the chief law enforcement officer on ways to improve the agency's pursuit policy and tactics.

P. Training

In accordance with POST requirements, all sworn members shall be given initial and periodic updated training in the department's pursuit policy and safe emergency vehicle operation tactics. ~~Emergency Vehicle Operations Course (EVOC) training is minimally required for each officer every five years.~~

In accordance with Minn. Stat. §626.8458, the chief law enforcement officer shall provide in-service training in emergency vehicle operations and in the conduct of police pursuits to every peace officer and part-time peace officer employed by the agency who the chief law enforcement officer determines may be involved in a police pursuit given the officer's responsibilities.

This training shall comply with learning objectives developed and approved by the board and shall minimally consist of at least eight hours of classroom and skills-based training every five years ~~per Minn. Stat. § 626.8458 Subd. 5.~~ Continual training should also be considered for those officers authorized to use the PIT maneuver, ~~spike-strip-deployment~~ **tire deflation device deployment**, GPS tracking, and related pursuit intervention procedures, tactics, and technologies.

If the chief law enforcement officer determines an officer will not be involved in police pursuits, the CLEO must notify POST of the officer's exemption status.

ACCOUNTABILITY:

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

Revision: 8-19-24 (TJP)
Council approved 2-5-24

GLENCOE



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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: August 30, 2024

Re: **Item 7A2** – Police Policy Changes

Item 7A2 – Chief Padilla will review changes to the Body worn camera Policy. It is recommended to approve.

Mayor: Ryan Voss **City Administrator:** Mark D. Larson

Councilors: At-Large Yodee Rivera, Precinct 1 Sue Olson, Precinct 2 Mark Hueser, Precinct 3 Paul Lemke, Precinct 4 Cory Neid

Glencoe Police Department
Polices/rules/Procedures

POLICY NUMBER: 1.19A
POLICY TITLE: BODY WORN CAMERAS (BWCs)
SECTION: ADMINISTRATION

Purpose

This policy is intended to provide officers with instruction on when and how to use body worn cameras (BWCs) so that they may reliably record their contacts with the public in accordance with the law.

Policy

It is the policy of the Glencoe Police Department that officers shall activate the BWC when such use is appropriate in the proper performance of his or her official duties, where the recordings are consistent with this policy and the law. Use of recorders is intended to enhance the Department's mission by accurately documenting contacts between officers of the Department and the public. This policy does not govern the use or surreptitious recording devices used in investigative or undercover operations.

Definitions

- (a) **Activate** - Any process that causes the BWC system to transmit or store audio-visual signals.
- (b) **Evidence.com** - The online web-based digital media storage facility. The virtual warehouse stores digitally-encrypted data (photographs, audio and video recordings) in a highly secure environment. The digital recordings are accessible to authorized personnel based upon a security clearance and maintain an audit trail of user activity.
- (c) **MGDPA** - The Minnesota Government Data Practices Act, Minn. Stat. Chapter 13.
- (d) **Body-Worn Cameras (BWC)** - This refers to any system that captures audio and video signals that is individually worn by officers.
- (e) **BWC Administrator** - Designated personnel certified or trained in the operational use of BWC storage and retrieval methods and procedures who assigns, tracks and maintains BWC equipment, oversees needed repairs or replacement equipment through the vendor, controls user rights and access, and acts as a liaison with the vendor. Also responsible for the training of law enforcement operators on the use of the BWC.
- (f) **Recorded Media** - Audio-video signals recorded or digitally stored on a storage device or portable media.

BODY-WORN CAMERA OBJECTIVES

The Glencoe Police Department has adopted the use of BWCs to accomplish the following objectives:

- (a) To enhance officer safety.
- (b) To document statements and events during the course of an incident.
- (c) To enhance the officer's ability to document and review statements and actions for both internal reporting requirements and for courtroom preparation/presentation.
- (d) To preserve audio and visual information for use in current and future investigations.
- (e) To provide a tool for self-critique and field evaluation during officer training.
- (e) To enhance the public trust by preserving factual representations of officer-citizen interactions in the form of audio-video recordings.
- (f) To assist with the defense of civil actions against Glencoe Police Officers and the City of Glencoe.
- (g) To assist with the training and evaluation of officers.

OFFICER RESPONSIBILITIES

Officers who are issued a BWC, as part of their uniform, shall wear and activate the BWC consistent with this policy. Prior to going into service each officer will properly equip him/herself to record audio and video in the field. The exception is if the officer's BWC system is not functioning and a Supervisor and BWC administrator have been notified. Officers may use only department- issued BWCs in the performance of official duties for this agency or when otherwise performing authorized law enforcement services as an employee of this department.

At the start of each shift, officers will confirm the BWC system is operational in accordance with manufacturer specifications and department operating procedures and training.

During their shift, officers will follow the established policies and procedures for documenting, categorizing and retaining any recorded media.

Any time an officer reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the officer should promptly notify a supervisor of the existence of the recording.

Malfunctions, damage, loss or theft of BWC equipment shall immediately be documented and reported to a Supervisor and BWC administrator.

BWC shall not be worn while officers are engaged in outside agency employment, unless previously authorized by the Chief of Police.

BWC shall be worn and operated by officers assigned the system in compliance with the agency's policy adopted under this section while performing law enforcement activities under the command and control of another chief law enforcement officer or federal law enforcement official

SUPERVISOR RESPONSIBILITIES

Supervisors shall ensure officers are using their BWC equipment per policy.

Supervisors shall randomly review BWC recordings of their officers to ensure that the equipment is operating properly and that officers are using the devices appropriately and in accordance with policy and to identify any areas in which additional training or guidance is required.

Supervisors should determine corrective action for non-functioning BWC equipment. When an incident arises that requires the immediate retrieval of the recorded media (e.g., serious crime scenes, peace officer-involved shootings), a supervisor shall respond to the scene and ensure that the BWC is properly uploaded.

ACTIVATION OF THE BWC

Minnesota law permits an individual to record any conversation in which one party to the conversation has given his/her permission (Minn. Stat. § 626A.02).

The BWC system will be used to document events and the media recordings are to be preserved in a web based digital storage facility. If no recording is made, the officer shall document and explain why their BWC was not activated.

REQUIRED ACTIVATION OF THE BWC

This policy is not intended to describe every possible situation in which the BWC system may be used, although there are many situations where its use is appropriate. An officer may activate the system any time the officer believes its use would be appropriate and/or valuable to document an incident. All self-initiated activities in which an officer would normally notify the McLeod County communication Center.

At no time is an officer expected to jeopardize his/her safety in order to activate the BWC.

I. When and How to Use the BWC and In Car Audio/Video Recording System

1. With the implementation of the BWC system, each officer will continue to wear the audio microphone of the in-squad audio/video recording system.
2. The In-Car Audio/Video Recording System shall be activated for all emergency driving situations and traffic stops. The In Car Audio/Video Recording System's back seat camera shall be activated any time someone is placed in the back seat.

II. When and How to Use the BWC

1. For each officer, a BWC system, it is the individual officer's responsibility to ensure that the equipment is in proper working order. If it is not, notify the Supervisor and BCW Administrator immediately.
2. Officers shall wear the BWC at or above the mid-line waist in a position that maximizes the recording systems capacity to record video footage of the officer's activities
3. Officers shall activate the BWC to record all contacts with citizens and prior to arriving at all in-person calls for service. The department recognizes that due to the spontaneous nature of some police-public encounters, it may be impractical, unreasonable, or unsafe to immediately activate the BWC. In those cases, officers shall activate their BWC at the first reasonable opportunity. Once activated, the BWC shall remain activated for the duration of the event.
4. If an officer fails to activate the BWC, or fails to record the entire contact, or interrupts the recording, the officer shall notify his or her supervisor in writing with an explanation.
5. The BWC and all data, images, video, and metadata data captured, recorded, or otherwise produced by the equipment is the sole property of the Glencoe Police Department.
6. Officers shall not edit, alter, erase, duplicate, copy, share, or otherwise distribute in any manner BWC recordings without prior written authorization and approval of the Chief of Police or his or her designee.
7. Officers are encouraged to inform their supervisor of any recordings which may be of value for training purposes.
8. Requests for deletion of portions of the recordings (e.g., inadvertent personal recordings) must be submitted in writing and approved by the Chief of Police or

his or her designee in accordance with state record retention laws. All requests and final decisions will be kept on file.

9. Officers shall note in ICR/CAD report when recordings were made during the incident in question. However, BWC recordings are not a replacement for written reports.

CESSATION OF RECORDING

- a) Once activated the BWC system shall remain on continuously until the officer's direct participation in the incident is complete or the situation no longer fits the criteria for activation.
- b) Recording may be temporarily ceased to exchange information with other officers. The reason to cease and resume recording will be noted by the officer either verbally on the BWC or in a written report.
- c) Formal statements recorded on the BWC shall be recorded as separate recordings. Recordings shall be categorized, titled and ID'd in accordance with established policies and procedures.

WHEN ACTIVATION IS NOT REQUIRED

Activation of the BWC system is not required:

- (a) During encounters with undercover officers or informants.
- (b) When an officer is on break or is otherwise engaged in personal activities.
- (c) In any location where individuals have a reasonable expectation of privacy, such as a restroom, locker room or break room.
- (d) When not in service or actively on patrol.
- (f) Officers will try to avoid recording videos of persons who are nude or when sensitive human areas are exposed.

PROHIBITED USE OF RECORDERS

- a) Intentional interference with the BWC system is strictly prohibited.
- b) Members shall not intentionally record another department member without a court order unless lawfully authorized by the Chief of Police, or authorized designee, for the purpose of conducting a criminal investigation.
- c) Officers are prohibited from using department-issued BWC equipment for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.
- d) There shall be no audio or video recordings made in any court of law, unless authorized by a judge (Minn. Court Rule 4, General Rules of Practice).

REVIEW OF RECORDINGS

- a) All recordings are the property of the Glencoe Police Department and subject to the provisions of the MGDPA. Dissemination outside of the agency is strictly prohibited except to the extent permitted or required under the MGDPA, Peace Office Discipline Procedures Act (Minn. Stat. § 626.89), or other applicable law.
- b) Supervisors are authorized to review recordings whenever such recordings would be beneficial in reviewing the officer's performance or actions.
- c) Officers are authorized to access not public (confidential or private) BWC Data for legitimate law enforcement purpose, including but not limited to report writing. Nothing in the policy restricts an officer from reviewing BWC Data created by the BWC issued to and operated by the officer, excepting authorized administrative lockdown. **(See also administering Access to BWC Data).**
- d) Officers involved in a Critical Incident may view or listen the BWC Data of the incident only after:
 1. The officer has met with the Minnesota Public Employee Association representative or legal counsel, if requested and
 2. The officer and legal counsel have met with the investigative entity or designee regarding the investigative process to ensure the integrity of the investigative entity's Critical Incident investigation: including but not limited to investigations / incidents where serious injury

or death results during police custody or involvement. (See also **Administering Access to BWC Data**).

- e) An investigating officer assigned to a related criminal investigation may review BWC Data relevant to their investigation. (See also **Administering Access to BWC Data**).
- f) Nothing in this policy limits or prohibits the use of BWC Data by the department to evaluate alleged misconduct or as a basis for discipline.
- g) Officers may not copy or record BWC Data with smart phones, video cameras, or any other means.
- h) Supervisors may not access or review BWC Data for the purpose of surveillance of any employee. However, BWC Data may be accessed by a supervisor investigating a complaint of misconduct. A complaint of misconduct may include any allegation of improper procedure or misconduct, from an informal allegation or question to a formalized internal affairs complaint.
- i) Officers needing to access BWC Data from another officer's BWC must make a request to their supervisor to access data from another officer's BWC. Requests may be granted only for a legitimate purpose relating to employment, such as the need to complete a report.
- j) Response to Resistance or Aggression Review: BWC Data may be accessed as part of the department's review of officer response to resistance or aggression. Only supervisors and department personnel who have the responsibility to review a response to resistance or aggression may access BWC Data pertaining to the incident.
- k) Pursuit Review: BWC Data showing a vehicle pursuit may be accessed by supervisors and department personnel who have the responsibility to review the incident. (See also **Administering Access to BWC Data**).
- l) Showing BWC Data to Witnesses: Officers may display portions of BWC Data to witnesses as necessary and only for purposes of investigation as allowed by Minnesota Statutes section 13.82, subdivision 15, which states this is allowable to "aid the law enforcement process, promote public safety, or dispel widespread rumor or unrest."
(See also **Administering Access to BWC Data**).
- m) The Police Chief or designee may display portions of BWC Data to witnesses as necessary for purposes of investigation, to "aid the law enforcement process, promote public safety, or dispel widespread rumor or unrest" as allowed by Minnesota Statutes section 13.82, subdivision 15.
- n) Mandate that, notwithstanding any law to the contrary, when an individual dies as a result of use of force by a peace officer, an involved officer's law enforcement agency must allow the following individuals, upon request their request, to inspect all portable recording system data, redacted no more than what is required by law, documenting the incident within five days of the request, except as otherwise provided in this clause
- o) Mandate that, when an individual dies as a result of a use of force by a peace officer, an involved officer's law enforcement agency shall release all portable recording systems data, redacted no more than what is required by law, documenting the incident no later than 14 days after the incident, unless the chief law enforcement officer asserts in writing that the public classification would interfere with an ongoing investigation, in which case the data remain classified by section 13.82, subdivision 7

RECORDED FILES ALSO BE REVIEWED

- a. To assess proper functioning of BWC systems.
- b. By court and prosecutorial personnel through proper process or with permission of the Chief of Police or Police Captain.
- c. To assess possible training value.
- d. Officers will be notified if their recordings may be shown for staff or public safety training purposes. If an involved officer objects to showing a recording, his/her objection will be

submitted to the Police Chief to determine if the training value outweighs the officer's objection.

- e. Citizens will not typically be allowed to review the recordings; however, a Supervisor may authorize the video recording to be viewed by the citizens at the scene in order to mitigate possible complaints or as part of an investigation.
- f. Members shall document in the Post Note field of Evidence.com the purpose for accessing any recorded file. This documentation is to clarify the reason for viewing the recording when developing the audit trail.
- g. In no event shall any recording be used or shown for the purpose of ridiculing, embarrassing or intimidating any employee; this includes submission of any portion of a video recording to a media organization.

DOCUMENTING BWC

If any incident or video statements are recorded with the BWC system, the existence of that recording shall be documented in the officer's report.

RECORDING MEDIA STORAGE AND INTEGRITY

At the end of their shift, officers shall place the BWC into the docking station. This will allow the data to be transferred from the BWC through the docking station to Evidence.com. The data is considered impounded at this point and the BWC is cleared of existing data. The BWC should not be removed from the docking station until the data has been uploaded and the battery has been fully recharged.

COPIES OF RECORDING MEDIA

Evidentiary copies of digital recordings will be accessed and copied from Evidence.com for official law enforcement purposes only. Access rights may be given to the McLeod County Attorney, the Glencoe City Attorney, or other prosecutorial agencies associated with any future prosecution arising from an incident in which the BWC was utilized.

Officers shall ensure relevant recordings are preserved. Officers or BWC administrators may prevent automatic deletion by changing the category of the media at any time prior to deletion.

SYSTEM OPERATIONAL STANDARDS

- a) BWC system use should be based on officer safety requirements and device manufacturer recommendations.
- b) The BWC system should be configured to minimally record for 30 seconds prior to activation.
- c) For each digital recording, officers shall select the proper category: no action taken, report, traffic stop, accidental recording, officer injury, training, critical incident, administrative (supervisor only), permanent retention (admin use only).
- d) For each digital recording (except for accidental recording), officers shall enter an ID number as the 8-digit ICR number (e.g. 17001234)
- e) For each digital recording (except for accidental recording), officers shall enter a descriptive title as titled in CAD/RMS.
- f) Digital recordings shall be retained according to the Department's retention schedule or as required by the rules of evidence, unless a specific request is made to store them for a longer period of time by an authorized person.
- g) Officers shall not attempt to delete, alter, reuse, modify or tamper with BWC recordings.
- h) The policy must prohibit altering, erasing, or destroying any recording made with a peace officer's BWC system or data and metadata related to the recording prior to the expiration of the applicable retention period under section 13.825, subdivision 3, except that the full, unedited, and unredacted recording of a peace officer using deadly force must be maintained indefinitely

BWC ADMINISTRATOR RESPONSIBILITIES

The BWC administrator is responsible for deleting media:

- (a) Pursuant to a court order.

- (b) In accordance with established records retention policies, including reissuing all other media deemed to be of no evidentiary value.
- (c) In instances where privacy issues are noted.
- (d) Ordering, issuing, retrieving and storing all BWC equipment.
- (e) Logs reflecting BWC equipment assignments, serial number, the date it was issued, and the officer to which it was issued.

ADMINISTRATING ACCESS TO BWC DATA

- A. Data subjects:** Under Minnesota law, the following are considered data subjects for purposes of administering access to BWC data:
 - a) Any person or entity whose image or voice is documented in the data.
 - b) The officer who collected the data.
 - c) Any other officer whose voice or image is documented in the data, regardless of whether that officer is or can be identified by the recording.

- B. BWC data is presumptively private.** BWC recordings are classified as private data about the data subjects unless there is a specific law that provides differently. As a result:
 - a) BWC data pertaining to people is presumed private, as is BWC data pertaining to businesses or other entities.
 - b) Some BWC data is classified as confidential (see C. below).
 - c) Some BWC data is classified as public (see D. below).
 - d) Nothing in this policy shall be interpreted as changing the underlying classification of data collected by the BWCs. The classification of data collected by BWCs will need to be determined on a case-by-case basis upon application and interpretation of the MGDPA and other laws.

- C. Confidential data.** BWC data that is collected or created as part of an active criminal investigation is confidential. This classification takes precedence over the “private” classification listed above and the “public” classifications listed below.

- D. Public data.** The following BWC data is public:
 - a) Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous.
 - b) Data that documents the use of force by a peace officer that results in substantial bodily harm.
 - c) Data that a data subject requests to be made accessible to the public, subject to redaction. Data on any data subject (other than a peace officer) who has not consented to the public release must be redacted. In addition, any data on undercover officers must be redacted.
 - d) Data that documents the final disposition of a disciplinary action against a public employee.
 - 1. However, if another provision of the Data Practices Act classifies data as private or otherwise not public, the data retains that other classification. For instance, data that reveals protected identities under Minn. Stat. § 13.82, subd. 17 (e.g., certain victims, witnesses, and others) should not be released even if it would otherwise fit into one of the public categories listed above.

- E. Access to BWC data by non-employees.** Officers shall refer members of the media or public seeking access to BWC data to the Chief of Police or his or her designee who shall process the request in accordance with the MGDPA and other governing laws. In particular:
 - 1. An individual shall be allowed to review recorded BWC data about him- or herself, but access shall not be granted:
 - a. If the data was collected or created as part of an active investigation.

2. BWC data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.

Nothing in this policy shall be interpreted as changing the underlying classification of data collected by BWC system. The classification of data collected by BWC system will need to be determined on a case-by-case basis upon application and interpretation of the MGDPA and other laws.

SANCTIONS FOR MISUSE OF RECORDED MEDIA

Any member misusing recorded media for any reason other than official law enforcement purposes will be subject to disciplinary action.

The Chief of Police, or designee, shall meet with the person who is alleged to have violated the policy and determine appropriate sanctions, which may include any or all of the standard discipline policies currently in place at the Glencoe Police Department including verbal reprimand, written reprimand, suspension or termination. Intentional misuse of recorded media is a serious violation. If criminal behavior is believed to have occurred, appropriate agencies will be notified for further investigation. The specific situation in each case of misuse of recorded media will be looked at with all circumstances considered when determining disciplinary actions. Consideration will be given to the extent of the loss or injury to the system, agency, or other person upon release or disclosure of sensitive or classified information to an unauthorized individual.

TRAINING

Users of the BWC system and supervisors shall successfully complete an approved course of instruction prior to being deployed. This training shall be documented by the designated trainer.

Updated: 8-19-24 TJP

GLENCOE



SMALL CITY & BIG FUTURE

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

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Mayor: Ryan Voss **City Administrator:** Mark D. Larson

Councilors: At-Large Yodee Rivera, Precinct 1 Sue Olson, Precinct 2 Mark Hueser, Precinct 3 Paul Lemke, Precinct 4 Cory Neld



SMALL CITY  BIG FUTURE

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

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: August 30, 2024

Re: **Item 7B1** – Hennepin Avenue Project

Item 7B1 – Attached is the Joint Powers Agreement (JPA) with McLeod County for the Hennepin Avenue Project. Exhibit “A” represents the responsibilities of the City and the County.

The McLeod County Board has the JPA on their meeting agenda for September 3, 2024 at 9:00 AM. It is anticipated that this will be approved by the County Board that morning prior to the City Council meeting.

It is recommended to authorize the Mayor and City Administrator to execute the JPA with McLeod County.

Mayor: Ryan Voss **City Administrator:** Mark D. Larson

Councilors: At-Large Yodee Rivera, Precinct 1 Sue Olson, Precinct 2 Mark Hueser, Precinct 3 Paul Lemke, Precinct 4 Cory Neid

JOINT POWERS AGREEMENT
FOR CONSTRUCTION ON COUNTY ROAD 83 (HENNEPIN AVE)
Between 13th Street & 20th Street and 18th STREET Between Hennepin Ave (CR83) and Ford Ave.
(CSAH 2) in Glencoe, Minnesota

THIS COOPERATIVE AGREEMENT FOR CONSTRUCTION ON COUNTY ROAD 83 and 18th Street, ("Agreement") is made and entered into as of the _____ day of _____, 2024 by and between the City of Glencoe ("City"), and the County of McLeod ("County") (each sometimes hereinafter called "party" and both sometimes collectively "parties") the parties being governmental and political subdivisions of the State of Minnesota.

WITNESSETH:

WHEREAS, each of the parties has the authority to construct, maintain, repair, and improve public streets within their respective jurisdictions; and

WHEREAS, County Road 83 (CR83) is a duly dedicated and opened public street, located within the corporate limits of City; and

WHEREAS, 18th Street is a duly dedicated and opened public street, located within the corporate limits of City; and

WHEREAS, the parties desire to undertake a joint project involving right of way acquisition, grading, aggregate base, bituminous surfacing, curb & gutter, sidewalk, storm sewer, sanitary sewer, watermain, and other incidentals, and to share the costs of such improvement as herein provided; and

WHEREAS, the authority of the parties to enter into this Agreement is provided by Minnesota Statutes, sections 471.59.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT

Section 1.01. Purposes. The purpose of this Agreement is to define the rights and obligations of the City and the County with respect to the Project and the sharing of the costs of the Project.

Section 1.02. Cooperation. The City and the County shall cooperate and use their best efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The parties agree in good faith to undertake resolution of disputes, if any, in an equitable and timely manner.

Section 1.03. Relationship To Other Contracts. The City and the County acknowledge that Contract Documents will be entered into by the City on behalf of the parties with respect to the Project, and that Change Orders or other documents may be entered into by the parties, or by the City on behalf of the

parties, with respect to the Project. This Agreement shall be construed so as to give the fullest effect to its provisions, consistent with the provisions of the other contracts and documents referred to above.

Section 1.04. Term. The term of this Agreement shall be for a period commencing on the date hereof and terminating on the date the Project is completed, accepted by the parties and all amounts owed by one party to the other, or to the Project Contractor has been paid in full.

Section 1.05. Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II **DEFINITIONS**

Section 2.01. Definitions. In this Agreement the following terms shall have the following meanings unless the context requires otherwise:

- (a) **Agreement:** this Agreement, as it may be amended, supplemented, or restated from time to time.
- (b) **Change Order:** a written order to the Contractor approved by both parties hereto and signed by the City Representative on behalf of the parties authorizing a change in the work included within the Contract Documents and/or an adjustment in the price and/or an adjustment in the construction schedule, issued after execution of the contract for the construction of the Project.
- (c) **Contract Documents:** drawings; specifications; general and special conditions; addenda, if any; Change Orders; and the construction contract for the Project; approved by the parties, or their respective representatives.
- (d) **Contractor:** the person or entity which is awarded the contract for the construction of the Project.
- (e) **City:** the City of Glencoe.
- (f) **City Representative:** Mark Larson, Glencoe City Administrator.
- (g) **County:** McLeod County.
- (h) **County Representative:** Andrew Engel, McLeod County Engineer.
- (i) **Project:** right of way acquisition, grading, aggregate base, bituminous surfacing, curb & gutter, sidewalk, storm sewer, sanitary sewer, watermain, and other incidentals on CR83 between 13th Street & 20th Street and 18th Street between Ford Ave and Hennepin Ave. in Glencoe, Minnesota.
- (j) **Project Costs:** all costs for and associated with the construction of the Project, excluding Design Engineering Costs, Construction Engineering Costs, and City/County Direct Costs.

- (k) **Design Engineering Costs:** the fees and costs for all consulting engineers preparing Contract Documents.
- (l) **Construction Engineering Costs:** the fees and costs for all consulting engineers performing Project construction inspection.
- (m) **City/County Direct Costs:** the compensation and wages (including applicable payroll burden) of City/County employees for the time(s) such employees are performing services on behalf of the Project, including design, construction inspection, and other incidentals.
- (n) **Right of Way Acquisition:** the process of obtaining Right of Way, including but not limited to: surveying property, drawing parcel maps, researching titles, appraising parcels, negotiating with property owners, purchasing parcels, working with potential relocation, condemnation proceedings, and other incidentals.
- (o) **Street:** CR 83 (Hennepin Avenue) from 13th Street to 20th Street and 18th Street from Ford Avenue and Hennepin Avenue.
- (p) **Uncontrollable Circumstances:** the occurrence or non-occurrence of acts or events beyond the reasonable control of the party relying thereon, and not the result of willful or negligent action or inaction of the party claiming the event as an Uncontrollable Circumstance, that materially adversely affects the performance of the party claiming the event as an Uncontrollable Circumstance including but not limited to the following:
 - (1) Acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lighting and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failure, and fires or explosions.
 - (2) The adoption of or change in any federal, state, or local laws, rules, regulations, ordinances, permits, or licenses, or changes in the interpretation of such laws, rules, regulations, ordinances, permits, or licenses by a court or public agency having appropriate jurisdiction after the date of the execution of this Agreement.
 - (3) A suspension, termination, interruption, denial, or failure of renewal of any permit, license, consent, authorization, or approval essential to the construction of the Project.
 - (4) Orders and/or judgment of any federal, state, or local court, administrative agency, or governmental body, provided, however, that the contesting in good faith by such party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such party.
 - (5) Strikes or other such labor disputes shall not be considered an Uncontrollable Circumstance, unless such strike or labor dispute involves persons with whom the

parties have no employment relationship and the parties, or either of them, cannot, using best efforts, obtain substitute performance.

ARTICLE III **CONSTRUCTION**

Section 3.01. Contract Award. The Contract Documents shall be approved by the parties prior to the solicitation of bids. In accordance with the applicable provisions of Minnesota Statutes Ch. 160, City will cause bids to be received by it for the construction of the Project and, subject to approval by the County, shall award the contract for the construction of the Project to the lowest responsible bidder.

Section 3.02. Project Construction. Subject to Uncontrollable Circumstances, City shall cause the Project to be constructed in accordance with the Contract Documents.

Section 3.03. Construction Administration. City shall perform appropriate Project construction administration services, including but not limited to processing Change Orders and Contractor pay requests.

Section 3.04. Construction Inspection.

- (a) The City shall perform appropriate Project construction inspection services for all construction activities. The City may hire a consulting engineering firm to accomplish some or all of this.
- (b) Construction inspection services shall include, without limitation, representation of the parties hereto with regard to activities of the Contractor at the construction site, periodic observations of the work at the construction site, and initiate appropriate action to present or have corrected as appropriate, any work observed not to be in accordance with the Contract Documents. Parties shall not be responsible for the acts or omissions of the Contractor nor shall the Parties be responsible for construction means, methods, techniques, sequences, procedures or safety precautions at the construction site.

ARTICLE IV
PROJECT COSTS

Section 4.01. Allocation.

- (a) The Construction Costs shall be allocated between the parties in accordance with Exhibit No. A which shows the items of construction and associated costs.
- (b) The Design Engineering Costs shall be allocated between the parties as determined by the share of construction costs.
- (c) The Construction Engineering Costs shall be allocated between the parties as determined by the share of construction costs.
- (d) All other Costs including, but not limited to City/County Direct Costs, shall be allocated between the parties as determined by the City and County Representative.

Section 4.02. Payments to Contractor. City shall make progress payments to the Contractor and, upon approval of both parties hereto, the final payment to the Contractor in accordance with the Contract Documents.

Section 4.03. Reimbursement. The County shall pay to City the County's share of the Project Costs within thirty (30) days after receipt by county of each itemized written invoice therefor from the City.

Section 4.04. Adjustments. To the extent that the actual value of any item included in an invoice cannot be accurately determined at the time of submission of the invoice, such item shall be invoiced on an estimated basis and an adjustment shall be made to reflect the difference between such estimated amount and the actual amount of such item on the next invoice after determination of the actual amount.

ARTICLE V
GENERAL PROVISIONS

Section 5.01. Notices. All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered, mailed, or electronically transferred to City and County, at the following addresses:

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

County: Andrew Engel, PE
County Engineer
McLeod County Highway Department
1400 Adams Street SE
Hutchinson, MN 55350

Either party may change its address or authorized representative by notice delivered to the other party pursuant to this Section 5.01.

Section 5.02. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

Section 5.03. Survival of Representations and Warranties. The representations, warranties, covenants, and agreements of the parties under this Agreement, and the remedies of either party for the breach of such representations, warranties, covenants, and agreements by the other party shall survive the execution and termination of this Agreement.

Section 5.04. Non-Assignability. Neither the City nor the County shall assign any interest in this Agreement nor shall transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

Section 5.05. Alteration. Any alteration, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

Section 5.06. Waiver. The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

Section 5.07. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the

remaining portions of this Agreement.

Section 5.08. Interpretation According to Minnesota Law. This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

Section 5.09. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 5.10. Final Payment. Before final payment is made by the City to the Contractor, the Contractor shall provide to City a certificate of compliance from the Commissioner of Revenue certifying that the Contractor and any out-of-state subcontractors have complied with the provisions of Minnesota Statutes, Section 290.92.

Section 5.11. Headings. The headings to the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement.

Section 5.12. Further Actions. The parties agree to execute such further documents and take such further actions as may reasonably be required or expedient to carry out the provisions and intentions of this Agreement, or any agreement or document relating hereto or entered into in connection herewith.

Section 5.13. Parties in Interest. This Agreement shall be binding upon and insure solely to the benefit of the parties hereto and their permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF GLENCOE

Attest:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Date: _____

McLEOD COUNTY

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Construction Cost Share for the Reconstruction of Hennepin Ave. From 13th Street to 20th Street

Project Items	County Share	Municipality Share	Note
Right of Way	50%	50%	1
Retaining Wall in lieu of right of way	Same %age as R/W	Same %age as R/W	
Clearing and Grubbing	100%	0%	
Grading	100%	0%	2
Aggregate Base and Surfacing	100%	0%	3
Storm Sewer and Ponds/Treatment Basins	%age of Contributing Flow	%age of Contributing Flow	4
Concrete Sidewalk	0%	100%	5
Concrete Curb and Gutter	100%	0%	
Concrete Driveway Entrances (Apron)	100%	0%	6
Municipal Utility Adjustment or Construction	0%	100%	7
Intersection Lighting	By Leg	By Leg	8
Street Lighting	0%	100%	9
Trails along county highway	0%	100%	
Aesthetic Treatments	0%	100%	10
Highway Signs	100%	0%	
Electronic/Specialty Signs	0%	100%	11
Mobilization	Pro-rated by const. share	Pro-rated by const. share	
Erosion Control	Pro-rated by const. share	Pro-rated by const. share	12
Traffic Control	Pro-rated by const. share	Pro-rated by const. share	
Engineering Services	Pro-rated by const. share	Pro-rated by const. share	13
Other items	By Negotiation	By Negotiation	

Notes:

1. Fee title and permanent and temporary easements needed for the project on the existing county highway system. Right of way needed for storm water treatment shall be cost shared by contributing flow to the storm water treatment facility.
2. Includes grading and removal items. Applies to county roads and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality.
3. Includes grading, base and surfacing. Applies to county roads and work necessary to tie in existing public street approaches. Enhancements to public streets approaches are the responsibility of the municipality.
4. Includes catch basins, manholes, storm sewer pipes, outlet structures, grit chambers, and water quality and rate control ponds/basins. The county share is based on the ratio of contributing flow from the right of way to the total contributing flow.
5. Includes Pedestrian Ramps.
6. Concrete aprons are installed at locations determined by the county. Driveways beyond the apron are constructed in-kind.
7. Includes but is not limited to watermain and sanitary sewer.
8. Designed to light an intersection for traffic safety purposes. Locations will be determined by the county.

9. Lighting along the roadway not at intersections.
10. Aesthetic items that do not serve a specific transportation use such as streetscaping, median plantings, decorative railing, ornamental fencing etc.
11. Includes but is not limited to RRFB's, and driver feed back signs. City shall pay for the signs and installation. County will perform sign maintenance including any knockdowns. The county will remove the signs at the end of their useful life. If at the end of the sign's useful life the city desires to maintain a sign at the location a new agreement spelling out the terms shall be executed.
12. Includes temporary erosion and sediment control and final turf establishment.

18th Street Between Hennepin Avenue (CR 83) and Ford Avenue (CSAH 2)

Per the turn back agreement between McLeod County and the City of Glencoe all costs shall be paid by the City of Glencoe.

15th Street Between Hennepin Avenue (CR 83) and Judd Avenue

All costs shall be paid by the City of Glencoe.

GLENCOE



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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: August 30, 2024

Re: **Item 7B2** – Hennepin Avenue Project

Item 7B2 – Attached is **Resolution 2024-10** to approve the project and order the preparation of plans and specifications for the 2025 Hennepin Avenue Project with McLeod County.

This resolution will authorize SEH to proceed with plans and specifications for the project with anticipated bid in the spring of 2025.

Mayor: Ryan Voss **City Administrator:** Mark D. Larson

Councillors: At-Large Yodee Rivera, Precinct 1 Sue Olson, Precinct 2 Mark Hueser, Precinct 3 Paul Lemke, Precinct 4 Cory Neid

RESOLUTION NO. 2024-10

ORDERING IMPROVEMENT AND PREPARATION OF PLANS

WHEREAS, a resolution of the city council adopted the 17th day of June, 2024, fixed a date for a council hearing on the proposed improvement of the following streets:

- Hennepin Avenue (CSAH 2) from 13th Street (TH 22) to 18th Street
- Hennepin Avenue (CR 83) from 18th Street to 20th Street
- 18th Street from alley between Ford Avenue and Greeley Avenue to Hennepin Avenue (CSAH 2)
- 15th Street from Hennepin Avenue (CSAH 2) to Judd Avenue

AND WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 15th day of July, 2024, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the council resolution adopted the 17th day of June, 2024.
3. Short Elliott Hendrickson Inc. (SEH®) is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement, according to the feasibility report dated June 17, 2024.
4. The city council declares its official intent to reimburse itself for the costs of the improvement from the proceeds of the tax exempt bond.

Adopted by the council this 3rd day of September, 2024.

Mayor

City Administrator



Building a Better World
for All of Us®

September 3, 2024

RE: City of Glencoe, Minnesota
2025 Hennepin Avenue Improvement
Project
SEH No. GLENC 175513 10.00

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

Dear Mayor and Council Members:

The feasibility report phase is complete, and the scope of the project is generally defined. This letter outlines our proposed scope of services to provide professional engineering services for the Final Design, Survey, Bidding Services and Final Assessment Roll. Attached to this letter is a Supplemental Letter Agreement (SLA) for these services. Our proposal is based on the scope of work defined in the June 17, 2024, Feasibility Report along with the follow up meeting discussions.

BACKGROUND/PROJECT UNDERSTANDING

The proposed project will include street and utility improvements on both county roads and local residential streets. The proposed improvements vary, but generally consist of reconstruction of streets, sanitary sewer, water main, and storm sewer.

WORK PLAN/SCOPE

This proposal is for tasks needed to complete final design of the project, prepare bidding documents, assist the city in receiving bids, complete survey work for right-of-way platting and holding an assessment hearing. Planning and design work related to electrical utility work is not included in this proposal and will be completed by utility owners as part of the relocation process. An additional proposal for construction phase services will be provided after the bid opening.

Any additional tasks added to or deleted from this project due to significant changes in the general scope of the project or its design including, but not limited to, changes in size, complexity of character, or type of construction, shall be by written amendment to the contract signed by both parties.

FEE ESTIMATE

The attached task hour budget work plan details the estimated work effort for the project. We propose to provide professional engineering services for these tasks for the fees outlined below:

Engineers | Architects | Planners | Scientists

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

320.587.7341 | 800.838.8666 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer

Honorable Mayor and
Members of the City Council
September 3, 2024
Page 2

Final Design, Specifications and Preparing Bid Documents	\$374,300
Survey	\$24,700
Bidding Services	\$7,700
Final Assessment Roll and Public Hearing	\$7,800
Total Proposed SEH Fee	\$414,500

SCHEDULE

The schedule for this work can be adjusted to meet the needs or desires of the City council and staff. At the present time, the proposed schedule for the project would be as follows:

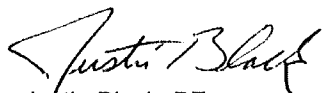
Council Authorizes Final Design Work to Begin	September 3, 2024
Plan Review 30 percent	October 2024
Plan Review 60 percent	November 2024
Open House Meeting	December 2024
Plan Review 90 percent	January 2025
State Aid Review	February 2025
Present Final Plans and Specifications	March 2025

The above schedule would allow a bid opening in April 2025.

Please contact us with any questions or comments concerning this proposal. If these proposed services are acceptable to you, please sign two copies of the enclosed Supplemental Letter Agreement (SLA), keep one copy for your file, and return one copy to our office.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Justin Black, PE
Principal/Client Service Manager

jb

Enclosures

x:\fj\gl\encl175513\1-gen\10-setup-cont\03-proposal\final design\final design scope of services ltr.docx

DETAILED TASK HOUR BUDGET / COST ANALYSIS

Project: 2025 Hennepin Ave Improvement Project
 Location: Glencoe, MN
 Date: Tuesday, September 3, 2024



Labor Hours		Black PE	Proj Manager PE	Bratsch PE	Masder Technican / RPR	Webb Grad Eng	Water Resource PE	Thole PE	Hasellus Land Surveyor	PLS	Admin Tech	Brhkan Lead Technican	Pomplun Survey	Simonson Crew Chief	TOTALS
Task 1 - Final Design, Specifications and Preparing Bid Documents															
	24.0	8.0	24.0	24.0	24.0	30.0	11.0	2.0	24.0						48.0
		2.0	2.0	2.0	2.0	36.0	12.0								105.0
		4.0	16.0	2.0											60.0
		8.0	4.0	4.0											74.0
		4.0	2.0	2.0											26.0
		8.0	4.0	4.0											90.0
		4.0	24.0	60.0	96.0										240.0
		4.0	60.0	60.0	80.0	24.0	4.0								168.0
		4.0	60.0	60.0	40.0										156.0
		2.0	80.0	296.0											760.0
		16.0	16.0	60.0											82.0
		6.0	16.0	16.0											24.0
		32.0	16.0	4.0											64.0
		4.0	16.0	4.0											40.0
		16.0	16.0	8.0											48.0
		12.0	24.0	6.0											90.0
		16.0	16.0	6.0											48.0
		24.0	24.0	24.0											69.0
		4.0	16.0	2.0											54.0
		2.0	4.0	4.0											30.0
		8.0	4.0	4.0											30.0
		146.0	458.0	680.0	140.0	93.0	0.0	50.0	4.0	623.0	0.0	0.0	0.0	0.0	2,190.0
SUBTOTAL HOURS															
TOTAL TASK FEE \$ 374,300.00															
Task 2 - Survey															
	39.0	10.0	20.0	9.0	14.0	16.0									146.0
	49.0	5.0	30.0												58.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	146.0	21.0	86.0	39.0	30.0	16.0									247.00
TOTAL TASK FEE \$ 24,700.00															
Task 3 - Bidding Services															
	4.0	2.0	2.0	4.0	4.0										44.0
	24.0	12.0	4.0	4.0	4.0										100.0
	10.0	2.0	2.0												6.0
	4.0	4.0	4.0												10.0
	2.0	2.0	2.0												6.0
	4.0	4.0	4.0												12.0
	2.0	2.0	2.0												6.0
	18.0	18.0	18.0	4.0	4.0										77.00
TOTAL TASK FEE \$ 7,700.00															
Task 4 - Final Assessment Roll and Public Hearing															
	28.0	4.0	16.0												48.0
	4.0	1.0	2.0												7.0
	3.0	3.0	3.0												9.0
	8.0	8.0	8.0												24.0
	2.0	2.0	2.0												6.0
	4.0	4.0	4.0												12.0
	2.0	2.0	2.0												6.0
	4.0	4.0	4.0												12.0
	2.0	2.0	2.0												6.0
	10.0	10.0	10.0	15.0	15.0										45.0
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
	45.0	45.0	45.0	22.0	22.0										780.00
TOTAL TASK FEE \$ 414,600.00															
TOTAL PROJECT FEE \$ 414,600.00															

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Glencoe ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2020, this Supplemental Letter Agreement dated September 3, 2024, authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2025 Hennepin Avenue (CSAH 22) Street and Utility Improvement Project.

Client's Authorized Representative: Mark Larson, City Administrator
Address: 1107 11th St E, Ste 107, Glencoe, Minnesota 55336-2137, United States
Telephone: 320.864.5586 **email:** mlarson@ci.glencoe.mn.us

Project Manager: Justin Black
Address: 1390 Highway 15 South, Suite 208, P.O. Box 308, Hutchinson, Minnesota 55350
Telephone: 952.913.0702 **email:** jblack@sehinc.com

Scope: The Services to be provided by Consultant:

Scope includes final design, plan preparation, bidding services, and final assessment roll as indicated in the attached letter and Task Hour Budget dated September 3, 2024.

Schedule: We will start work upon receipt of a signed copy of this Agreement. See attached letter dated September 3, 2024, for proposed project schedule.

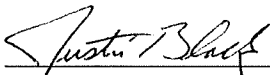
Payment: The estimated total estimated fee for SEH's services is hourly subject to a not-to-exceed amount of \$414,500 including expenses and equipment.

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

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

Short Elliott Hendrickson Inc.

City of Glencoe

By: 
Full Name: Justin Black
Title: Principal/Client Service Manager

By: _____
Full Name: _____
Title: _____

Exhibit A-1
to Supplemental Letter Agreement
Between City of Glencoe (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated September 3, 2024

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

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

A. Hourly Basis Option

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

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

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

B. Expenses

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

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. ~~The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.~~ Subconsultant services shall be contracted directly with the Client when possible, and otherwise the Consultant cost shall include actual expenditures but not the 10% markup for the cost of administration and insurance as noted, unless otherwise approved by the Client.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

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

The Client shall pay Consultant monthly for equipment utilization.

GLENCOE



SMALL CITY & BIG FUTURE

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

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Mayor: Ryan Voss **City Administrator:** Mark D. Larson

Councillors: At-Large Yodee Rivera, Precinct 1 Sue Olson, Precinct 2 Mark Hueser, Precinct 3 Paul Lemke, Precinct 4 Cory Neld



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

To: Mayor and City Council

From: Mark Lemen, Assistant City Administrator/Public Works Director

Date: September 3, 2024

RE: **Item 8E** - Watershed Meeting Update 8/27/24

Item 8E - The Buffalo Creek Watershed District held a stakeholders meeting concerning the central ditch drainage issues to the north of the City of Glencoe at the Glencoe City Center on August 27, 2024. The city was included in the meeting as a stakeholder and attended by myself, and City Council Member Lemke. The meeting was conducted by the BCWD's consulting engineering firm, Houston Engineering, the BCWD attorney, and board members.

The presentation given by Houston Engineering outlined the flooding issues to the north of the city of Glencoe along the central drainage ditch including the excessive rain events the past two years as well as the sediment and vegetation issues along the ditch. Houston Engineering's presentation included updates to the City Central Storm System as well as the Morningside project updates the city has completed.

Additionally, the presentation outlined several options for repair to the central drainage system, including adding tile to a section eliminating a sharp angle in the ditch that collects sediment as well as the option of leaving the ditch's layout the same but cleaning one side of vegetation and dredging sediment.

The meeting was well attended by landowners whose property lies along the drainage ditch and the conversation seemed productive. There were some questions raised concerning assessments, however, the BCWD attorney could not provide exact numbers

Mayor: Ryan Voss **City Administrator:** Mark D. Larson

Councillors: At-Large Yodee Rivera, Precinct 1 Sue Olson, Precinct 2 Mark Hueser, Precinct 3 Paul Lemke, Precinct 4 Cory Neid



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since the exact method of repair will not be decided until the September BCWD board meeting. The BCWD attorney did allude to the fact that the city will potentially have some financial responsibility as a stakeholder for the repair or cleaning of the central drainage ditch. This was expected and will be based upon the City share, both in contribution and benefit from the ditch system.

At this point, City staff will maintain contact with the BCWD and I will continue to update Council as we receive more information.

Mayor: Ryan Voss **City Administrator:** Mark D. Larson

Councillors: At-Large Yodee Rivera, Precinct 1 Sue Olson, Precinct 2 Mark Hueser, Precinct 3 Paul Lemke, Precinct 4 Cory Neid

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**Glencoe Municipal Liquor Store
Profit & Loss Statement for May 2024**

Sales	
Liquor	79,771.72
Beer	135,830.47
Wine	17,095.81
Other Merchandise	6,589.26
THC	830.71
Total Sales	<u>240,117.97</u>

Cost of Sales	
Beginning Inventory	475,051.65
Purchases	183,162.84
Total Merch. Avail. for Sale	<u>658,214.49</u>
Less Inventory Ending	480,191.80
Cost of Sales	<u>178,022.69</u>
Gross Profit on Sales	62,095.28
	<u>25.86%</u>

Operating Expenses	
Sales Tax (Use tax)	286.00
Full-Time Employees	9,603.00
Full-Time Employees- Overtime	313.65
Part-Time Employees	7,978.61
PERA Contributions	1,234.33
FICA Contributions	1,098.19
Medicare Contributions	256.85
Health & Life Insurance	2,449.69
Operating Supplies	4,773.61
Cleaning Supplies	0.00
Repair & Maintenance	1,384.18
Professional Services	0.00
Training	0.00
Computer Repair/Equipment	0.00
Telephone	115.67
Travel Expense	176.88
Advertising	150.00
Printing & Binding	0.00
Electricity	936.42
Natural Gas	139.31
Uniforms	0.00
Miscellaneous	0.00
Sub-total	<u>30,896.39</u>
Insurance- Liquor, Property, Gen'l Liability	766.04
Depreciation	3,504.41
Audit	250.00
Worker's Comp	308.62
Bond Interest	841.04
Total Operating Expenses	<u>36,566.50</u>

Non-Operating Expenses/Income	
Interest Income	69.20
Miscellaneous	(52.50)
Sales Tax Variance	(38.66)
Cash Drawer +/-	56.43
Bad/Collected Checks	0.00
Total Non-Operating Exp./Inc.	<u>34.47</u>

Net Income	25,563.25
Year-To-Date Income	106,812.44

Comparative Figures	
<u>Previous Year (2023)</u>	
Total Sales	222,992.68
Gross Profit on Sales	53,336.50
Total Operating Expenses	49,847.05
Total Non-Operating Exp./Inc.	692.16
Net Income	4,181.61
Year-To-Date Income	76,209.36

Current YTD Cash Balance	78,624.59
Last Month YTD Income	81,249.19

FUND BALANCES

FUND #	2024 CASH BALANCES	MONTH MAY	MONTH APRIL	MONTH MARCH
101	General-Operating	\$ 860,752.23	\$ 1,389,383.18	\$ 1,578,033.33
101	General-Childhood Intervention	\$ 886.55	\$ 886.55	\$ 886.55
101	General-Crime Prevention	\$ 11,059.42	\$ 11,059.42	\$ 11,059.42
601	Water-Operating	\$ 2,306,457.27	\$ 2,261,741.81	\$ 2,187,529.79
601	Water-Water Availability Charge	\$ 589,790.31	\$ 588,885.35	\$ 587,679.25
601	Water-Trunk Water Charge	\$ 25,719.13	\$ 25,690.56	\$ 25,659.73
601	Water-Bonds	\$ 1,953.41	\$ 1,951.24	\$ 1,948.90
601	Water-Construction	\$ -	\$ -	\$ -
602	W.W.T.P.-Operating	\$ 1,644,449.81	\$ 1,647,271.16	\$ 1,567,825.86
602	W.W.T.P.-Sewer Availability Charge	\$ 1,127,915.95	\$ 1,126,413.14	\$ 1,124,561.98
602	W.W.T.P.-Trunk Sewer Charge	\$ 131,179.96	\$ 131,034.22	\$ 130,876.97
602	W.W.T.P.-Bonds	\$ 288,589.28	\$ 220,034.56	\$ 151,542.48
602	W.W.T.P.-Construction	\$ -	\$ -	\$ -
603	Sanitation	\$ 43,346.84	\$ 44,629.23	\$ 42,498.96
604	City Center-Operating	\$ (91,410.60)	\$ (27,590.30)	\$ (17,723.38)
604	City Center-Bonds	\$ (682,212.93)	\$ (681,455.01)	\$ (680,637.23)
609	Liquor Store	\$ 78,624.59	\$ 62,222.80	\$ 63,382.65
612	Airport	\$ (172,442.77)	\$ (139,691.45)	\$ (532,329.30)
651	Storm Water Management	\$ 81,270.44	\$ 57,705.57	\$ 9,823.95
213	Park Improvement	\$ 168,666.38	\$ 164,683.22	\$ 172,227.53
223	Aquatic Center	\$ (9,721.28)	\$ (4,286.94)	\$ (983.03)
223	Aquatic Center-Lifeguard Training	\$ 574.90	\$ 2,295.25	\$ 2,295.25
225	Cable TV	\$ 9,062.11	\$ 4,009.31	\$ 4,104.38
226	Cemetery	\$ (12,057.04)	\$ (2,272.14)	\$ (329.39)
229	Municipal State Aid	\$ 47,962.87	\$ 80,667.58	\$ 83,294.70
230	Engineering/Inspection Services	\$ (112,646.41)	\$ (112,521.26)	\$ (112,386.23)
231	Public Safety Aid	\$ 220,403.00	\$ 221,453.00	\$ 221,453.00
300	City Sinking	\$ 406.27	\$ 405.82	\$ 405.33
382	2007 Tax Increment Bond-2007 Industrial Park	\$ (58,299.49)	\$ (58,234.72)	\$ (58,164.84)
384	2018 Tax Increment Bond-Panther Heights	\$ (32,490.07)	\$ 72.35	\$ 72.26
409	Tax Increment #4-Industrial Park	\$ 434,132.71	\$ 433,650.40	\$ 433,129.99
424	Tax Increment #17-Miller Manufacturing	\$ 23,874.81	\$ 23,848.29	\$ 23,819.67
426	Tax Increment #19-Panther Heights	\$ 1,576.67	\$ 1,574.92	\$ 1,573.03
427	Tax Increment #20-Bus Garage	\$ (9,710.35)	\$ (9,699.56)	\$ (9,376.54)
466	2023 Street Improvement	\$ (6,713.22)	\$ (6,475.02)	\$ (6,467.25)
523	2008 11th Street/Morningside Bond	\$ 11,549.87	\$ 11,537.04	\$ 11,523.19
524	2014 Street Improvement Bond	\$ (214,171.71)	\$ (213,933.77)	\$ (213,677.04)
525	2015 Street Improvement Bond-Lincoln Park	\$ (49,194.21)	\$ (49,139.56)	\$ (49,080.59)
526	2016 Street Improvement Bond-Armstrong Avenue	\$ 95,834.06	\$ 95,727.59	\$ 95,612.71
527	2017 Street Improvement Bond-Baxter Avenue	\$ 87,521.91	\$ 87,424.68	\$ 87,319.77
528	2018 Storm Water Improvement Bond-Central Storm Sewer	\$ 78,909.70	\$ 78,822.03	\$ 78,727.44
529	2021 Street Improvement Bond-10th Street	\$ 64,746.76	\$ 66,064.78	\$ 65,985.50
530	2023 Street Improvement Bond	\$ (35,287.45)	\$ (35,248.25)	\$ (35,205.95)
TOTALS		\$ 6,950,859.68	\$ 7,500,597.07	\$ 7,048,492.80

GLENCOE



SMALL CITY & BIG FUTURE

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CITY OF GLENCOE BILLS

SEPTEMBER 3, 2024

** PREPAID PAYROLL & WIRE TRANSFER BILLS **

<u>VENDOR</u>	<u>DEPARTMENT: DESCRIPTION</u>	<u>TOTAL</u>
CITY OF GLENCOE EMPLOYEES	MULTIPLE DEPTS.: CITY OF GLENCOE PAYROLL 6-12-24	\$89,160.06
WIRE TRANSFER	MULT DEPTS: STATE SALES TAX	\$24,187.00
WIRE TRANSFER	MULT DEPTS:EMP/CITY PAYROLL TAXES,HSA,PERA,D COMP,CAFE	\$56,315.90
	TOTAL PREPAID BILLS ----->	<u><u>\$169,662.96</u></u>

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
BREAKTHRU BEVERAGE	0513	LIQUOR: MERCH FOR RESALE	181550	06/11/2024	<u>2,715.57</u>
				Vendor Total:	<u>2,715.57</u>
C & L DISTRIBUTING	0492	LIQUOR: MERCH FOR RESALE	181546	06/11/2024	<u>21,595.40</u>
				Vendor Total:	<u>21,595.40</u>
DAHLHEIMER BEVERAGE	0003	LIQUOR: MERCH FOR RESALE	181547	06/11/2024	<u>22,453.66</u>
				Vendor Total:	<u>22,453.66</u>
JOHNSON BROS - ST PAUL	0504	LIQUOR: MERCH FOR RESALE	181551	06/11/2024	<u>2,392.70</u>
				Vendor Total:	<u>2,392.70</u>
MARLIN'S TRUCKING	1387	LIQUOR: MERCH FOR RESALE	181548	06/11/2024	<u>579.25</u>
				Vendor Total:	<u>579.25</u>
PADILLA, TONY	1271	POLICE: LICENSES	181552	06/11/2024	<u>91.94</u>
				Vendor Total:	<u>91.94</u>
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR: MERCH FOR RESALE	181553	06/11/2024	<u>6,334.65</u>
				Vendor Total:	<u>6,334.65</u>
SOUTHERN GLAZER'S OF MN	1429	LIQUOR: MERCH FOR RESALE	181554	06/11/2024	<u>3,744.59</u>
				Vendor Total:	<u>3,744.59</u>
TS WORLDWIDE, LLC	0816	ADMIN: HOTEL STUDY	181555	06/11/2024	<u>8,500.00</u>
				Vendor Total:	<u>8,500.00</u>
VIKING BEVERAGES	0973	LIQUOR: MERCH FOR RESALE	181549	06/11/2024	<u>5,283.20</u>
				Vendor Total:	<u>5,283.20</u>
				Grand Total:	<u>73,690.96</u>
				Less Credit Memos:	<u>0.00</u>
				Net Total:	<u>73,690.96</u>
				Less Hand Check Total:	<u>0.00</u>
				Outstanding Invoice Total :	<u>73,690.96</u>
	Total Invoices:	10			

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
A.H. HERMEL CO.	0573	LIQUOR: MERCH FOR RESALE	181628	06/20/2024	<u>650.67</u>
				Vendor Total:	<u>650.67</u>
BOBBING BOBBER BREWING COM	1802	LIQUOR: MERCH FOR RESALE	181629	06/20/2024	<u>185.90</u>
				Vendor Total:	<u>185.90</u>
BREAKTHRU BEVERAGE	0513	LIQUOR STORE: MERCH FOR RESALE	181620	06/18/2024	<u>1,967.97</u>
BREAKTHRU BEVERAGE	0513	LIQUOR: MERCH FOR RESALE	181639	06/20/2024	<u>2,470.27</u>
				Vendor Total:	<u>4,438.24</u>
C & L DISTRIBUTING	0492	LIQUOR: MERCH FOR RESALE	181630	06/20/2024	<u>27,111.07</u>
				Vendor Total:	<u>27,111.07</u>
CITY OF GLENCOE	0035	LIQUOR STORE: CITY CENTER BAR PETTY CASH	181621	06/18/2024	<u>322.75</u>
				Vendor Total:	<u>322.75</u>
DAHLHEIMER BEVERAGE	0003	LIQUOR: MERCH FOR RESALE	181631	06/20/2024	<u>37,296.45</u>
				Vendor Total:	<u>37,296.45</u>
EBERT CONSTRUCTION	0223	AIRPORT: TERMINAL BUILDING PAYMENT	181644	06/21/2024	<u>8,016.88</u>
				Vendor Total:	<u>8,016.88</u>
FORESTEDGE WINERY	0499	LIQUOR: MERCH FOR RESALE	181632	06/20/2024	<u>414.00</u>
				Vendor Total:	<u>414.00</u>
HOME CITY ICE COMPANY	1761	LIQUOR: MERCH FOR RESALE	181635	06/20/2024	<u>984.58</u>
				Vendor Total:	<u>984.58</u>
JOHNSON BROS - ST PAUL	0504	LIQUOR STORE: MERCH FOR RESALE	181622	06/18/2024	<u>1,598.52</u>
JOHNSON BROS - ST PAUL	0504	LIQUOR: MERCH FOR RESALE	181640	06/20/2024	<u>919.00</u>
				Vendor Total:	<u>2,517.52</u>
MARLIN'S TRUCKING	1387	LIQUOR: MERCH FOR RESALE	181633	06/20/2024	<u>553.00</u>
				Vendor Total:	<u>553.00</u>
MINNESOTA CHILD SUPPORT	1646	POLICE: CHILD SUPPORT PAYMENT	181623	06/18/2024	<u>279.18</u>
				Vendor Total:	<u>279.18</u>
MINNESOTA PUBLIC EMPLOYEE	1439	POLICE: UNION DUES	181624	06/18/2024	<u>88.60</u>
				Vendor Total:	<u>88.60</u>
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR STORE: MERCH FOR RESALE	181625	06/18/2024	<u>7,136.71</u>
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR: MERCH FOR RESALE	181641	06/20/2024	<u>1,890.21</u>
				Vendor Total:	<u>9,026.92</u>
SCHRAM HAUS BREWERY	0502	LIQUOR: MERCH FOR RESALE	181634	06/20/2024	<u>196.00</u>
				Vendor Total:	<u>196.00</u>
SMALL LOT MN	2258	LIQUOR STORE: MERCH FOR RESALE	181626	06/18/2024	<u>1,524.50</u>
				Vendor Total:	<u>1,524.50</u>
SOUTHERN GLAZER'S OF MN	1429	LIQUOR STORE: MERCH FOR RESALE	181627	06/18/2024	<u>7,480.66</u>
SOUTHERN GLAZER'S OF MN	1429	LIQUOR: MERCH FOR RESALE	181642	06/20/2024	<u>2,487.32</u>
				Vendor Total:	<u>9,967.98</u>
UDOFOT BEER & BEVERAGE CO	1964	LIQUOR: MERCH FOR RESALE	181636	06/20/2024	<u>450.00</u>
				Vendor Total:	<u>450.00</u>
VIKING BEVERAGES	0973	LIQUOR: MERCH FOR RESALE	181637	06/20/2024	<u>8,686.15</u>
				Vendor Total:	<u>8,686.15</u>
VIKING COCA-COLA BOTTLING CC	0494	LIQUOR: MERCH FOR RESALE	181638	06/20/2024	<u>688.65</u>
				Vendor Total:	<u>688.65</u>
VINOPIA, INC.	1353	LIQUOR: MERCH FOR RESALE	181643	06/20/2024	<u>140.00</u>
				Vendor Total:	<u>140.00</u>

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Grand Total:	113,539.04
				Less Credit Memos:	0.00
				Net Total:	113,539.04
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	113,539.04

Total Invoices: 25

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
APPLIED CONCEPTS, INC.	2122	POLICE: RADAR EQUIPMENT	0	00/00/0000	<u>3,350.00</u>
				Vendor Total:	<u>3,350.00</u>
ATTENBERGER, MORGAN	1077	POLICE: TRAINING	0	00/00/0000	<u>46.26</u>
				Vendor Total:	<u>46.26</u>
AUTO VALUE GLENCOE	0214	STREET: TOGGLES	0	00/00/0000	<u>17.97</u>
				Vendor Total:	<u>17.97</u>
BRADLEY SECURITY & ELECTRIC	0209	PARK, PUBLIC SAFETY, LIQUOR: CAMERAS, LOCK REPAIR	0	00/00/0000	<u>19,847.04</u>
				Vendor Total:	<u>19,847.04</u>
BROTHERS FIRE & SECURITY	0642	STREET, REIMB: ALARM INSPECTION, MONITORING	0	00/00/0000	<u>750.00</u>
				Vendor Total:	<u>750.00</u>
CENGAGE LEARNING INC-GALE	1828	LIBRARY: BOOKS	0	00/00/0000	<u>239.91</u>
				Vendor Total:	<u>239.91</u>
CENTER POINT LARGE PRINT	1349	LIBRARY: BOOKS	0	00/00/0000	<u>299.64</u>
				Vendor Total:	<u>299.64</u>
CENTURYLINK	1394	MULT DEPTS: PHONE BILL	0	00/00/0000	<u>828.86</u>
				Vendor Total:	<u>828.86</u>
COMPANION LIFE INSURANCE	1859	MULT DEPTS: INSURANCE PREMIUMS	0	00/00/0000	<u>3,133.56</u>
				Vendor Total:	<u>3,133.56</u>
EGGERSGLUESS, BRAD	0869	ADMIN: MONTHLY CELL PHONE REIMB	0	00/00/0000	<u>50.00</u>
				Vendor Total:	<u>50.00</u>
FASHION INTERIORS	1673	WATER: PAINT	0	00/00/0000	<u>213.16</u>
				Vendor Total:	<u>213.16</u>
FOSTER MECHANICAL, INC.	0647	POLICE: A/C REPAIR	0	00/00/0000	<u>1,905.00</u>
				Vendor Total:	<u>1,905.00</u>
FREITAG, BENTON	0659	CABLE TV: COUNCIL MEETING RECORDINGS	0	00/00/0000	<u>100.00</u>
				Vendor Total:	<u>100.00</u>
GACC TOURISM	0168	REIMB: LODGING TAX	0	00/00/0000	<u>78.70</u>
				Vendor Total:	<u>78.70</u>
GALLS, LLC	0452	POLICE: TRAINING GUN	0	00/00/0000	<u>181.97</u>
				Vendor Total:	<u>181.97</u>
GAVIN, JANSSEN, STABENOW &	0087	POLICE: LEGAL SERVICES	0	00/00/0000	<u>6,271.25</u>
				Vendor Total:	<u>6,271.25</u>
GLENCOE DAYS INC.	1793	REIMB: HAUNTED HOUSE DONATION	0	00/00/0000	<u>2,000.00</u>
				Vendor Total:	<u>2,000.00</u>
HAWKINS, INC.	1133	AQUATIC, WATER: CHEMICALS	0	00/00/0000	<u>5,976.22</u>
				Vendor Total:	<u>5,976.22</u>
HERALD JOURNAL PUBLISHING	1442	ADMIN, STREET: PUBLISHING	0	00/00/0000	<u>251.24</u>
				Vendor Total:	<u>251.24</u>
HILLYARD HUTCHINSON	0122	ADMIN: GARBAGE BAGS, PAPER PRODUCTS	0	00/00/0000	<u>793.36</u>
				Vendor Total:	<u>793.36</u>
INTERSTATE ALL BATTERY CENTE	2111	WATER, WWTP: BATTERIES	0	00/00/0000	<u>43.20</u>
				Vendor Total:	<u>43.20</u>
JOHNSON CONTROLS FIRE	0874	WATER: ANNUAL FIRE EXIT & EMERGENCY LIGHTS	0	00/00/0000	<u>376.60</u>
				Vendor Total:	<u>376.60</u>
KRUGER	0088	WWTP: GASKET	0	00/00/0000	<u>3,278.49</u>

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>3,278.49</u>
LITZAU EXCAVATING	0380	WATER, WWTP, STORM: VALVE, WATERLINE, REPLACE HYDRANT	0	00/00/0000	<u>28,605.00</u>
				Vendor Total:	<u>28,605.00</u>
MENARDS - HUTCHINSON	2184	LIQUOR: DOOR HANDLES, PAINT	0	00/00/0000	<u>100.12</u>
				Vendor Total:	<u>100.12</u>
METRO SALES, INC	1066	ADMIN, LIBRARY: OFFICE EQUIPMENT LEASE	0	00/00/0000	<u>591.47</u>
				Vendor Total:	<u>591.47</u>
MID-AMERICAN RESEARCH CHEM	1032	PARK: CLEANING SUPPLIES	0	00/00/0000	<u>214.00</u>
				Vendor Total:	<u>214.00</u>
MINI BIFF	0177	PARK: WASTE REMOVAL	0	00/00/0000	<u>453.90</u>
				Vendor Total:	<u>453.90</u>
MORRIS ELECTRONICS INC	1372	POLICE: LABOR	0	00/00/0000	<u>62.50</u>
				Vendor Total:	<u>62.50</u>
MVTL , INC.	0353	WATER, WWTP: LAB TESTING	0	00/00/0000	<u>690.10</u>
				Vendor Total:	<u>690.10</u>
PIONEERLAND LIBRARY SYSTEMS	0227	LIBRARY, REIMB: CARDS & FINES, BOOKS	0	00/00/0000	<u>407.94</u>
				Vendor Total:	<u>407.94</u>
PITNEY BOWES GLOBAL	1714	ADMIN: POSTAGE MACHINE LEASE	0	00/00/0000	<u>142.53</u>
				Vendor Total:	<u>142.53</u>
PREMIUM WATERS, INC.	1081	LIBRARY: WATER	0	00/00/0000	<u>44.22</u>
				Vendor Total:	<u>44.22</u>
PRO AUTO GLENCOE, INC	0527	WATER: OIL CHANGE	0	00/00/0000	<u>84.52</u>
				Vendor Total:	<u>84.52</u>
QUILL LLC	1691	LIBRARY: OFFICE SUPPLIES	0	00/00/0000	<u>104.92</u>
				Vendor Total:	<u>104.92</u>
READY WATT ELECTRIC	1040	POLICE: TORNADO SIREN REPAIR	0	00/00/0000	<u>3,330.00</u>
				Vendor Total:	<u>3,330.00</u>
RELIANCE STANDARD LIFE INS CC	1915	MULT DEPTS: INSURANCE PREMIUMS	0	00/00/0000	<u>1,233.64</u>
				Vendor Total:	<u>1,233.64</u>
SEH	1757	MULT DEPTS: ENGINEERING SERVICES	0	00/00/0000	<u>12,921.40</u>
				Vendor Total:	<u>12,921.40</u>
STATE OF MN-DEPT PUBLIC SAFE	2269	MULT DEPTS: HAZARDOUS CHEMICAL INVENTORY FEES	0	00/00/0000	<u>250.00</u>
				Vendor Total:	<u>250.00</u>
TRIMARK MARLINN, LLC	0057	CITY CENTER: GLASSES, PITCHERS, PLATES	0	00/00/0000	<u>597.31</u>
				Vendor Total:	<u>597.31</u>
UNHINGED PIZZA	1412	COUNCIL, AQUATIC: ELECTION MEAL, PIZZAS	0	00/00/0000	<u>1,183.92</u>
				Vendor Total:	<u>1,183.92</u>
VANDAMME, JON	0136	LIQUOR: MONTHLY CELL PHONE REIMB, BAR SUPPLIES	0	00/00/0000	<u>67.76</u>
				Vendor Total:	<u>67.76</u>
VANDAMME, MYRANDA	0028	CITY CENTER: MONTHLY CELL PHONE REIMB	0	00/00/0000	<u>50.00</u>
				Vendor Total:	<u>50.00</u>
VOSS, RYAN	2217	ADMIN: MONTHLY CELL PHONE REIMB	0	00/00/0000	<u>50.00</u>
				Vendor Total:	<u>50.00</u>
WEELBORG	0126	STREET: TRUCK MAINTENANCE	0	00/00/0000	<u>186.05</u>

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	<u>186.05</u>
				Grand Total:	101,403.73
				Less Credit Memos:	0.00
				Net Total:	<u>101,403.73</u>
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	<u>101,403.73</u>
Total Invoices:	45				