



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

## **GLENCOE CITY COUNCIL MEETING AGENDA**

**October 17, 2022 – 7:00pm**

City Center Ballroom

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

### **2. CONSENT AGENDA**

- A. Approve Minutes of the Regular Meeting of October 3, 2022

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

### **4. PUBLIC HEARINGS**

- A. Public Hearing on Delinquent Bills Owed to the City of Glencoe at 7:00 PM
  - 1) Approve Resolution 2022-023 certifying the collection of delinquent bills with the 2023 Property Taxes
- B. Public Hearing on proposed Special Assessments for the 2022 Pavement Improvement Project
  - 1) Review 2022 Pavement Project and proposed Assessments - SEH
  - 2) Approve Resolution 2022-024 adopting the assessment for the 2022 Pavement Improvement Project

### **5. BIDS AND QUOTES**

- A. Miller Manufacturing Land Purchase – Approve Business Subsidy Agreement – City Attorney Ostlund
- B. Proposal for a Geotechnical Evaluation for 2023 + Glencoe Pavement Improvements for Various Streets and Avenues from Braun Intertec - SEH

### **6. REQUESTS TO BE HEARD**

- A. Abatement and Business Subsidy Agreement with Hotel Group – Set Interest Rate – City Administrator Larson
- B. Special Use Permit request of Tracy Larson, 430 Edgewood Drive for Installation of an above ground pool exceeding 5,000 gallons – Planning Commission Recommendation
- C. Final Plat for Helen Baker Estates – Planning Commission Recommendation
- D. Police Department Policy changes – Chief Padilla
  - 1) Awards Policy
  - 2) Off-Duty Employment Policy

**7. ITEMS FOR DISCUSSION**

- A.** Airport Terminal Building Update – City Administrator
  - 1)** Well and Septic System Update
  - 2)** Set City Council Meeting for November 28, 2022, at 5:00 PM to award Terminal Building Bid
- B.** Reminder City Council Meeting Date Change From November 7, 2022, To October 31, 2022

**8. ROUTINE BUSINESS**

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

**9. ADJOURNMENT**

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

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

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

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

**2. CONSENT AGENDA**

A. Approve Minutes Of The Regular Meeting Of September 19, 2022

B. Approve 3.2% Liquor License for Kwik Trip

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

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

Resident Mike Morris, 104 Interwood Drive – he spoke to someone at the DNR and they said night driving was a county or city thing, not a state issue. His concern is being able to drive his UTV after sunset.

**4. PUBLIC HEARINGS**

A. Review Update To The ATV Ordinance Number 617, Regarding Term And Hours Of Operation - Set Public Hearing For October 31<sup>st</sup> At 7:00PM ATV Ordinance Revisions – City Attorney

Proposed changes to the city code include: ATV/UTV license term is every 3 years, cannot be operated in inclement weather, UTV's are able to operate after sundown (as long as they have headlights, taillights and turn signals).

Councilor Olson said her only issue with the ordinance is the ability to use hand signals; she believes turn signals should be required. Councilor Neid questioned the definition of "inclement weather". City Attorney Ostlund said the phrase is used in the current code and no one requested to change it. Councilor Brinkmann questioned if ATVs/UTVs can be used for snow removal. City Administrator Larson said that snow removal is in a different section of the code and that states that any vehicle used for snow removal must have a beacon. Councilor Robeck thought that the phrase "tires designed for street operation" wasn't going to be in the ordinance. Mayor Voss said that verbiage was approved in a different ordinance and no one has requested that to be removed or changed.

*Motion: Lemke, seconded by Neid to set the public hearing for ATV Ordinance Number 617, Regarding Term and Hours of Operation for October 31<sup>st</sup> at 7:00pm. All in favor, motion carried.*

**5. BIDS AND QUOTES**

A. Airport Tiling Quote for Airport Taxilane – Bipartisan Infrastructure Law (BILS Funding/FAA Grant/MNDOT Grant) – Justin Black, SEH

Jon Rodeberg from SEH reviewed the airport tiling quote as listed in the packet. Larson stated it is recommended to hire Schneider Excavating in Norwood Young America. They have worked on a couple of other projects for the City. Neid asked why this would come out of the storm-sewer account and not the airport account.

*Motion: Neid, seconded by Robeck to award the Airport Tiling project to Schneider Excavating and for it to come out of the Airport Fund. Vote 4 – 1 with Robeck against, motion carried.*

**6. REQUESTS TO BE HEARD**

A. Ticket Booth in Oak Leaf Park – Glencoe Days Committee – Park Board

Glencoe Days Committee will fund the project, however, the booth will be owned by the City.  
*Motion: Neid, seconded by Robeck to approve the ticket booth. All in favor, motion carried.*

**B. WAC and SAC Fee Reduction Request from Glencoe Hotel Group – Economic Development Committee**

The Glencoe Hotel Group is requesting a reduction of the WAC/SAC fees. They are estimating to be running at 50% occupancy in the first year and then estimating 73% occupancy thereafter. The Economic Development Committee recommends the reduction from \$82,150 to \$25,500. They also recommend financing the charge over 5 years (if requested by the developer). Larson noted that the City Code allows for this. Ostlund said that the City needs to consider what type of precedents this would create. Ostlund recommends that Olson abstain from the vote since her family runs a bed and breakfast in Glencoe.

*Motion: Neid, seconded by Robeck to deny the WAC and SAC fee reduction. Vote 3-1-1 with Lemke voting no and Olson abstaining, motion carries.*

*Motion: Lemke, to reduce the WAC and SAC fee to \$28,100. There was no second, motion denied.*

*Motion: Neid to table until Monday. There was no second, motion denied.*

*Motion: Robeck to reduce the WAC and SAC fee to \$54,000, motion denied.*

*Motion: Lemke, seconded by Robeck to reduce the WAC and SAC fee to \$54,000 over 5 years with an interest rate decided by the council. Vote 2 – 2 with Neid and Brinkmann against. Mayor Voss voted for the motion, motion carries.*

**7. ITEMS FOR DISCUSSION**

**A. Airport Terminal Building Update – City Administrator**

Airport Commission met in a workshop session with an architect and engineer and reviewed the 60% plan. Should be having the 90% plan by the next council meeting. Need to open the bidding process and awarding the project in November.

**B. Wastewater Treatment Facility Open House – October 12, 2022**

Open House is from 4pm – 6pm. There will be stations with information on posters and employees will be there to answer questions that the public may have. Light refreshments will be served.

**8. ROUTINE BUSINESS**

**A. Project Updates**

Pavement project: This week Muellers will start to mill on the trail sections, pave 7<sup>th</sup> St and then work on the horseshoe.

**B. Economic Development**

**C. Public Input**

**D. Reports**

**E. City Bills**

*Motion: Lemke, seconded by Brinkmann to pay the City bills. All in favor, motion carried.*

**9. CLOSE MEETING to Discuss Union Negotiations**

Meeting was closed at 8:17pm.

Meeting was re-opened at 8:45pm.

**10. ADJOURNMENT**

*Motion: Lemke, seconded by Olson to adjourn at 8:47pm. All in favor, motion carried.*



City of Glencoe  
Special Event Application  
1107 11<sup>th</sup> Street East, Suite 107  
Glencoe, MN 55336  
320-864-5586  
info@ci.glencoe.mn.us

Event name: First Lutheran Church Trunk or Treat Location: First Lutheran - 925 13<sup>th</sup> St E

Date(s) of the event: 10/29/22 Time(s) of event: 3-8

Group name or organization: First Lutheran Contact Name: Micky Numbert

Address: 925 13<sup>th</sup> St E City: Glencoe Zip: 55336

Email: Mickynumbert@glencoe.org Phone: 320-570-1704

Type of organization: For Profit ☐ Non-Profit ☒ Charity ☐

Location requested: City Parking Lot ☐ City Park ☐ Street Closure ☒

Estimated number of participants expected to attend the event: 400

Event Description: Annual Trunk or Treat event for the community

Assistance Requested: Block off Judd Ave N. between 13<sup>th</sup> & 14<sup>th</sup> St.  
(Church parking lot across to grass area)

Street Closure Request - Describe the name and sections of the streets for requested closure.

Judd Ave N between 13<sup>th</sup> & 14<sup>th</sup> St.

Date/Time for beginning of street closure: 10/29/22 3pm

Date/Time for reopening of streets: 10/29/22 8pm

**NOTE:** Events using public streets and parking lots must submit a map with precise locations.

See back side for guidelines and agreement.

Adopted: 6.6.2022

### Special Event Guidelines

Special events include walk/runs, tournaments, concerts or gatherings of 50 participants or more in the City of Glencoe. Special Event Applications must be submitted at least 30 calendar days prior the event. Below is a list of additional items that may be required for your event, please review carefully.

**Certificate of Liability Insurance:** The City of Glencoe, at its discretion, may require the applicant to obtain a certificate of Liability Insurance. If required, applicants must provide a minimum of \$1,000,000 of general liability coverage for each occurrence and shall name the City of Glencoe as an additional insured. Based on special event activities, some events may be required to obtain additional coverage. If you don't have private insurance or your organization does not have insurance, you may obtain insurance through the League of MN Cities Tenant User Liability Insurance Program (TULIP). Information on TULIP is located online at: [www.lmc.org](http://www.lmc.org)

**Alcohol:** If alcohol is sold or provided, the event must have proper licensing through State of MN and City of Glencoe. Liquor Liability Insurance is required for events that sell or provide alcohol.

**Security:** If the Chief of Police determines security is needed for the event, the organizer will be charged an hourly rate per officer as set by the City's fee schedule.

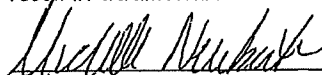
**Street Closures:** If a street closure occurs along residential streets, reasonable efforts must be made to alert all property owners along the street of the proposed closure. Failure to notify property owners in street closure areas or gain approval of street closures will result in revocation of permit.

**Garbage:** Organizers may be required to provide garbage containers and removal depending on the size of the event and the number of participants.

**Sanitary Restrooms:** Organizers may be required to provide sanitary restrooms depending on the size of the event and the number of participants.

**Directional Markers:** No paint or chalk paint should be used as directional markers on the trail systems in the parks or on the sidewalks and streets. Suggestions for directional markers include cones, sidewalk chalk, small signs or volunteers. Renter will be charged a fee if paint or permanent marks are placed on the trail system, sidewalks or streets. If you need cones or other materials from the Street Department, please make sure to include these items in the assistance requested section.

**Contract Agreement:** The renter will abide by all rules governed in City Ordinances and all City of Glencoe policies. The renter also understands that failure to abide by these rules and regulations could result in additional fees or denial of facility use.

  
Signature

10/7/22  
Date

#### City Staff Use Only

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

Public Works Director Street/Parks Recommendation:

Approve ☒ Deny ☐

Comments: Barricades + Cones will be place on the boulevard  
Friday 10/28. Event Staff will place and remove.

Chief of Police Recommendation: Approve ☒ Deny ☐

Comments: \_\_\_\_\_

  
City Council: Approve ☐ Deny ☐

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

Adopted: 6.6.2022



City of Glencoe  
Special Event Application  
1107 11<sup>th</sup> Street East, Suite 107  
Glencoe, MN 55336  
320-864-5586  
info@ci.glencoe.mn.us

Event name: Living Nativity + fundraisers for the McLeod County Foodbank Location: Oak Leaf Park (inc. maintenance bldg)  
Date(s) of the event: Dec. 10 or 17th, 2022 Time(s) of event: 10 AM - 10 PM setup + event (5-7pm) + clean up  
Group name or organization: Good Shepherd + Christ Lutheran (i.e., area churches) Contact Name: Lynn Eksted  
Address: 1813 Judet Ave N City: Glencoe Zip: 55336  
Email: l.exsted14@gmail.com Phone: 320.510.2020

Type of organization: For Profit ☐ Non-Profit ☒ Charity ☐

Location requested: City Parking Lot ☐ City Park ☒ Street Closure ☐

Estimated number of participants expected to attend the event: 50+ volunteers working the event  
Hundred of people in vehicles driving thru the park to see the event

Event Description: Biblical scenes (About 10) set back from the road at every other (about) camp campsite. Vehicles enter the park at the south entrance, head south at the "T", stop at the shelter to donate food items or money collected usually by the Boy Scouts, & then proceed thru the park (the wrong way), exiting on 5th St. (by the baseball field).  
Assistance Requested: City Parks  
City Police (unable to help the last 2 events 2018, 2020)

Street Closure Request - Describe the name and sections of the streets for requested closure.

- Right lane of 5th St. (when come over the bridge southbound)
- The road between 5th St. by the baseball field & south entrance so cars can't re-enter the line & go thru again by building.

Date/Time for beginning of street closure: 5pm

Date/Time for reopening of streets: 8pm

NOTE: Events using public streets and parking lots must submit a map with precise locations.

See back side for guidelines and agreement.

Adopted: 6.6.2022

### Special Event Guidelines

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**Contract Agreement:** The renter will abide by all rules governed in City Ordinances and all City of Glencoe policies. The renter also understands that failure to abide by these rules and regulations could result in additional fees or denial of facility use.

Amy Eyster  
Signature

10-10-2022  
Date

#### City Staff Use Only

Date Received: 10.10.2022

#### Public Works Director Street/Parks Recommendation:

Approve ☒ Deny ☐

Comments: City of Glencoe Parks will supply same as past events. Please contact Jany in advance to schedule.

#### Chief of Police Recommendation:

Approve ☐ Deny ☐

Comments: No police services requested

City Council: Approve ☐ Deny ☐

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

Adopted: 6.6.2022

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

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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 14, 2022

Re: Item 4A – Public Hearing on Delinquent Bills owned the City

Item 4A – It is recommended to approve Resolution 2022-23 to certify Delinquent Bills to be collected with 3023 Property Taxes.

## RESOLUTION 2022-023

### RESOLUTION CERTIFYING COLLECTION OF DELINQUENT BILLS WITH 2023 PROPERTY TAXES

WHEREAS, certain properties have incurred costs to the City of Glencoe that have not been paid for; and

WHEREAS, published and written notice has been sent to each property owner; and

WHEREAS, the City of Glencoe has held a public hearing regarding the payment of said bills:

NOW THEREFORE, BE IT RESOLVED by the City of Glencoe that:

1. The City Administrator is hereby authorized to certify to the County Auditor for collection with 2023 property taxes those amounts owed to the City of Glencoe.
2. That those delinquent accounts are as follows:

<u>OWNER</u>	<u>PID</u>	<u>AMOUNT DUE</u>
Fredy & Valerie Ojeda	R22.116.0480	\$276.44
Pat Nseumen	R22.060.2270	\$1307.44
Marco Arandia	R22.060.1490	\$31.41
Yahaira Gonzalez	M22.999.0083	\$150.00

Adopted and approved this 17<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
Ryan Voss, Mayor

ATTEST:

\_\_\_\_\_  
Mark D. Larson, City Administrator

## Past Due Accounts - 2022

Name	Billing Address	Property Address	Total Amount	Original bill item:	Notes	PID#
Deomar Rodriguez	Fredy & Valerie Ojeda 13250 Hwy 5 & 25 S NYA, MN 55368	330 Scout Hill Dr	\$276.44	delinquent utilities		R22.116.0480
Redsmoker, LLC	Pat Nseumen 8288 Red Rock Rd Eden Prairie, MN 55347	1234 Greeley Ave N	\$1,307.44	delinquent utilities & monthly unit fees		R22.060.2270
Samuel Gazette	Arandia Properties PO Box 121 Glencoe, MN 55336	1307 DeSoto Ave N	\$31.41	delinquent utilities		R22.060.1490
Yajaira Gonzalez		1517 12th St E	\$150.00	park shelter clean up fees		M22.999.0083

\$1,765.29

\*\*The above list represents properties with delinquent balances as of 8/31/22.\*\*

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Separate Agenda Items**



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

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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 14, 2022

Re: Item 4B – Public Hearing on 2022 Pavement Project

Item 4B1 – SEH will review the 2022 Pavement Project, costs, and proposed Assessments.

Item 4B2 – It is recommended to approve Resolution 2022 – 024 adopting the special assessments and certifying them for collection with property taxes. Term is 5 years at 4% Interest.

## **RESOLUTION 2022 - 024**

### **RESOLUTION ADOPTING ASSESSMENT**

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for the **2022 Pavement Improvement Project**, which includes improvements on the following streets:

- Ives Avenue and Judd Avenue "Horseshoe" north of 16th Street
- Ives Avenue from 11th Street to 12th Street
- 7th Street WWTF Entrance
- CSAH 33 Trail from Hennepin Avenue to US Hwy 212
- 15th Street from Glen Knoll Avenue to Fir Avenue
- 16th Street at Union Avenue
- Birch Avenue from 14th Street to 16th Street
- 11th Street from McLeod Avenue to Pryor Avenue
- 14th Street from Morningside Avenue to Prairie Avenue
- Union Avenue from 10th Street to 11th Street
- Oak Leaf Trail from Hennepin Avenue to DeSoto Avenue S and Andrew Drive

by construction of mill and overlay, pavement reclamation and overlay, thin overlay, drain tile, concrete curb and gutter repairs, turf restoration, and miscellaneous items required to complete the improvements, and has amended such proposed assessment as it deems just.

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

1. Such proposed assessment, as amended, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments, including principal and interest, extending over a period of 5 years, the first of the installments to be payable on or before the first Monday in January 2023, and will bear interest at a rate of 4.0 percent per annum after November 17, 2022. To the first installment shall be added interest on the entire assessment from November 17, 2022, until December 31, 2023. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor-Treasurer on November 30, 2022, pay the whole of the assessment on such property to the office of the City Administrator, and no interest shall be charged if the entire assessment is paid by November 17, 2022; and he may, at any time thereafter, pay to the City Administrator the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.
4. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the County Auditor-Treasurer to be extended on the property tax lists of the county. Such assessment shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the council this 17th day of October, 2022.

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Ryan Voss, Mayor

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Mark Larson, City Administrator



Building a Better World  
for All of Us®

## ASSESSMENT HEARING AGENDA

**RE:** 2022 Pavement Improvement Project  
Glencoe, Minnesota

**Date of Meeting:** October 17, 2022

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

**Time of Meeting:** 7:00 p.m.

**SEH No.:** GLENC 164352 16.00

**Location of Meeting:** Glencoe City Center

The following items are to be discussed at the above referenced meeting:

- Purpose of Hearing
- Mailed Notice of Hearing
- Project Scope
- Project Costs and Funding Sources
- Assessment Policy
- Assessment Rates
- Assessment Period and Interest Rate
- Comments

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](http://sehinc.com)

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

## **Purpose of Assessment Hearing:**

1. Part of the process that allows local government to assess portion of costs for Public Improvements to the benefiting properties.
2. Give interested parties an opportunity to provide testimony to the City Council with respect to their assessment.



SMALL CITY & BIG FUTURE

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

## NOTICE OF HEARING ON PROPOSED ASSESSMENT

CITY OF GLENCOE  
1107 11TH ST E STE 107  
GLENCOE MN 55336

Notice is hereby given that the Glencoe city council will meet at 7:00 p.m. on Monday, October 17, 2022, at the Glencoe City Hall, to consider, and possibly adopt, the proposed assessment for the **2022 Pavement Improvement Project**, which includes improvements on the following streets:

- Ives Avenue and Judd Avenue "Horseshoe" north of 16th Street
- Ives Avenue from 11th Street to 12th Street
- 7th Street WWTF Entrance
- CSAH 33 Trail from Hennepin Avenue to US Hwy 212
- 15th Street from Glen Knoll Avenue to Fir Avenue
- 16th Street at Union Avenue
- Birch Avenue from 14th Street to 16th Street
- 11th Street from McLeod Avenue to Pryor Avenue
- 14th Street from Morningside Avenue to Prairie Avenue
- Union Avenue from 10th Street to 11th Street
- Oak Leaf Trail from Hennepin Avenue to DeSoto Avenue S and Andrew Drive

Improvements include but are not limited to construction mill and overlay, pavement reclamation and overlay, thin overlay, drain tile, concrete curb and gutter repairs, turf restoration, and miscellaneous items required to complete the improvements. Adoption by the council of the proposed assessment may occur at the hearing. The area proposed to be assessed for such improvements includes properties abutting such improvements, and non-abutting properties that benefit from the improvements.

The amount to be specially assessed against your particular lot, piece, or parcel of land, described as:

040510020 AP S2 SEC 13 & N2 24-115-28 TW .60 AC 33' X 800' OF LOTS 15 & 16 (ROAD TO DISPOSAL PLANT)

has been calculated as follows:

Residential Mill & Overlay	0.00	L.F. @	\$22.00	=	\$0.00
Commercial Mill & Overlay	0.00	L.F. @	\$26.50	=	\$0.00
Residential Reclaim & Overlay	0.00	L.F. @	\$51.00	=	\$0.00
Commercial Reclaim & Overlay	0.00	L.F. @	\$61.00	=	\$0.00
Commercial Sidewalk	0.00	S.F. @	\$5.00	=	\$0.00
Residential 15th Street Mill & Overlay	0.00	L.F. @	\$10.00	=	\$0.00
7th Street Full Reconstruction	0.00	L.F. @	\$92.00	=	\$0.00
<b>TOTAL ASSESSMENT</b>					<b>\$0.00</b>

Such assessment is proposed to be payable in equal annual installments extending over a period of 5 years, the first of the installments to be payable on or before the first Monday in January 2023, and will bear interest at a rate of 2.0 percent per annum after November 17, 2022. To the first installment shall be added interest on the entire

**Mayor:** Ryan Voss      **City Administrator:** Mark D. Larson  
**Council Members:** Allen Robeck – Sue Olson – Arnold Brinkmann – Paul Lemke – Cory Neid

assessment from November 17, 2022, until December 31, 2023. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

You may at any time prior to certification of the assessment to the County Auditor-Treasurer on November 30, 2022, pay the entire assessment on such property to the office of the City Administrator. **No interest shall be charged if the entire assessment is paid by November 17, 2022.** You may at any time thereafter, pay to the City Administrator the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year. If you decide not to prepay the assessment before the date given above the rate of interest that will apply is 2.0 percent per year. The right to partially prepay the assessment is available.

The proposed assessment roll is on file for public inspection at the City Administrator's office. The total cost of the project is \$1,133,268.90. The total amount of the proposed assessment is \$157,927.96. Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the City Administrator prior to the assessment hearing or presented to the presiding officer at the hearing. The council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

If an assessment is contested or there is an adjourned hearing, the following procedure will be followed:

1. The city will present its case first by calling witnesses who may testify by narrative or by examination, and by the introduction of exhibits. After each witness has testified, the contesting party will be allowed to ask questions. This procedure will be repeated with each witness until neither side has further questions.
2. After the city has presented all its evidence, the objector may call witnesses or present such testimony as the objector desires. The same procedure for questioning of the city's witnesses will be followed with the objector's witnesses.
3. The objector may be represented by counsel.
4. Minnesota rules of evidence will not be strictly applied; however, they may be considered and argued to the council as to the weight of items of evidence or testimony presented to the council.
5. The entire proceedings will be tape-recorded (video-taped).
6. At the close of presentation of evidence, the objector may make a final presentation to the council based on the evidence and the law. No new evidence may be presented at this point.
7. The council may adopt the proposed assessment at the hearing.

An owner may appeal an assessment to district court pursuant to Minn. Stat. § 429.081 by serving notice of the appeal upon the mayor and city administrator of the city within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the mayor or clerk.

Under Minn. Stat. §§ 435.193 to 435.195, the council may, in its discretion, defer the payment of this special assessment for any homestead property owned by a person 65 years of age or older for whom it would be a hardship to make the payments. When deferment of the special assessment has been granted and is terminated for any reason provided in that law, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirements of this law and the policy adopted under it may, within 30 days of the confirmation of the assessment, apply to the City Administrator for the prescribed form for such deferral of payment of this special assessment on their property.

Mark Larson  
City Administrator



## Project Costs

Base Bid (14 <sup>th</sup> , 15 <sup>th</sup> , Horseshoe, Ives, 7 <sup>th</sup> , 16 <sup>th</sup> )	\$622,158
Alternate 1 (11 <sup>th</sup> Street)	\$88,149
Alternate 2 (Birch Ave)	\$44,873
Alternate 3 (Union Ave)	\$80,901
Alternate 4 (CSAH 33/15 Trail)	\$271,689
Change Order 1 (Oak Leaf Trail)	\$79,843
Change Order 2 (14 <sup>th</sup> & MS Crossing)	\$18,632
<b>Total Project Cost</b>	<b>\$1,206,245</b>



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# Project Financing

General Tax Levy, Utility Funds, ARPA Funds, McLeod County	\$1,048,267
Neighborhood Assessments	\$157,978
<b>Total Project Cost</b>	<b>\$1,206,245</b>



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## Glencoe Assessment Policy

Item	Percentage to be Assessed
Sanitary Sewer Main Replacement <sup>1</sup>	25%
Watermain Replacement <sup>1</sup>	25%
Sanitary Sewer Service	100%
Watermain Service	100%
Storm Sewer	35% <sup>2</sup>
Sidewalk Replacement	0%
Street: Rehabilitation	35%
Street: Partial Reconstruction	35%
Street: Full Reconstruction	35%
Corner Lot	50% for each side

### Notes:

*(1) The City share of both Sanitary Sewer and Watermain mains is often funded through monthly utility rates. Corner lots with main line on both sides of the lot are assessed for main line based on the length of the short side of the lot.*

*(2) All catch basins and leads shall be assessed as part of the street assessment*

**ASSESSMENT RATES  
2022 PAVEMENT IMPROVEMENT PROJECT  
GLENCOE, MINNESOTA  
SEH NO. GLENC 164352  
OCTOBER 17, 2022**

<b>Item</b>	<b>Estimated Assessment Rate for Front Footage</b>	<b>Actual Assessment Rate for Front Footage</b>
Residential Mill & Overlay	\$22.00 per L.F.	\$22.00 per L.F.
Commercial Mill & Overlay	\$26.50 per L.F.	\$26.50 per L.F.
Residential Reclaim & Overlay	\$46.00 per L.F.	\$51.00 per L.F.
Commercial Reclaim & Overlay	\$55.00 per L.F.	\$61.00 per L.F.
Commercial Sidewalk Replacement	\$6.00 per S.F	\$5.00 per S.F.
15th Street 8 foot Mill & Overlay	\$10.00 per L.F.	\$10.00 per L.F.
7th Street Full Reconstruction	\$73.00 per L.F.	\$92.00 per L.F.

## Assessment Payments

1. Payable interest free until November 17, 2022.
2. Partial payments are permitted during the interest free payment period.
3. Unpaid balances will be certified to the County and are payable with property taxes over the next 5 years at 2.0% annual interest, beginning with the 1<sup>st</sup> payment in 2023.
4. Between November 17 and December 31, 2022, no payments can be made.
5. After January 1, 2023, assessments may be paid in full at any time with the County Auditor.



## Proposed Assessment Schedule

Task	Date
Council Declares Cost to be Assessed; Calls for Assessment Hearing	September 19, 2022
Council Holds Assessment Hearing; Adopts Assessments	October 17, 2022
Send Final Assessment Statements	October 24, 2022
30-day Appeal Period Ends	November 16, 2022
Certify Assessments to County	November 30, 2022



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Questions?



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## ASSESSMENT HEARING AGENDA

**RE:** 2022 Pavement Improvement Project  
Glencoe, Minnesota

**Date of Meeting:** October 17, 2022

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

**Time of Meeting:** 7:00 p.m.

**SEH No.:** GLENC 164352 16.00

**Location of Meeting:** Glencoe City Center

The following items are to be discussed at the above referenced meeting:

- I. Purpose of Hearing
- II. Mailed Notice of Hearing
- III. Project Scope
- IV. Project Costs and Funding Sources
- V. Assessment Policy
- VI. Assessment Rates
- VII. Assessment Period and Interest Rate
- VIII. Comments

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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](http://sehinc.com)

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**ASSESSMENT RATES  
2022 STREET IMPROVEMENT PROJECT  
GLENCOE, MINNESOTA  
SEH NO. GLENC 164352  
SEPTEMBER 19, 2022**

<b>Item</b>	<b>Estimated Assessment Rate for Front Footage</b>	<b>Actual Assessment Rate for Front Footage</b>
Residential Mill & Overlay	\$22.00 per L.F.	\$22.00 per L.F.
Commercial Mill & Overlay	\$26.50 per L.F.	\$26.50 per L.F.
Residential Reclaim & Overlay	\$46.00 per L.F.	\$51.00 per L.F.
Commercial Reclaim & Overlay	\$55.00 per L.F.	\$61.00 per L.F.
Commercial Sidewalk Replacement	\$6.00 per S.F.	\$5.00 per S.F.
15th Street 8 foot Mill & Overlay	\$10.00 per L.F.	\$10.00 per L.F.
7th Street Full Reconstruction	\$73.00 per L.F.	\$92.00 per L.F.

ASSESSMENT ROLL SUMMARY  
2022 STREET IMPROVEMENT PROJECT  
GLENCOE, MINNESOTA

Parcel No.	First Name	Last Name	AddlName	Property Address	Total Estimated Assessment Amount	Total Assessment Amount
220680050	Dean & Sheila	Scheele		809 16th St E	\$0.00	\$0.00
220680060	Tanya	Olson		1603 Ives Ave N	\$0.00	\$0.00
220680130	Jeffrey & Valerie	Bonderman		1605 Ives Ave N	\$0.00	\$0.00
220680140	Joshua & Erin	Koopmeiners		1607 Ives Ave N	\$0.00	\$0.00
220680210	Jamie & Sharon	Good		1611 Ives Ave N	\$0.00	\$0.00
220680280	Lorraine	Kurtzweg		1701 Ives Ave N	\$0.00	\$0.00
220680290	Corey & Nichol	Roskamp		1703 Ives Ave N	\$0.00	\$0.00
220680400	Leo	Lorenz		1705 Ives Ave N	\$0.00	\$0.00
220680390	Alex	Kunkel		1707 Ives Ave N	\$0.00	\$0.00
220680380	Shirley	Westall		1709 Ives Ave N	\$0.00	\$0.00
220680370	Brian	Sommers		1711 Ives Ave N	\$0.00	\$0.00
220680360	Bradnel & Nicole	Klitze		1710 Judd Ave N	\$0.00	\$0.00
220680350	Lanette	Grenke		1708 Judd Ave N	\$0.00	\$0.00
220680340	Purple R	Hayes et al		1706 Judd Ave N	\$0.00	\$0.00
220680330	Robert & Nancy	Dose		1704 Judd Ave N	\$0.00	\$0.00
220680250	William & Pamela	Gould		1702 Judd Ave N	\$0.00	\$0.00
220680240	Carolyn	Schiro		1612 Judd Ave N	\$0.00	\$0.00
220680180	William	Clark		1610 Judd Ave N	\$0.00	\$0.00
220680170	Darin	Humann		1608 Judd Ave N	\$0.00	\$0.00
220680100	Karol	Kiefer		1606 Judd Ave N	\$0.00	\$0.00
220680090	Elvira	Exsted		1604 Judd Ave N	\$0.00	\$0.00
220680020	Alexander	Gold		1602 Judd Ave N	\$0.00	\$0.00
220680040	Mark	Dahlke		1602 Ives Ave N	\$0.00	\$0.00
220680070	Shannon & Peggy	Beneke		1604 Ives Ave N	\$0.00	\$0.00
220680120	Brenda	Lemke		1606 Ives Ave N	\$0.00	\$0.00
220680150	Anthony & Elisabeth	Pender		1608 Ives Ave N	\$0.00	\$0.00
220680200	Larry & Gayle	Macht		1610 Ives Ave N	\$0.00	\$0.00
220680220	David	Bargmann		1612 Ives Ave N	\$0.00	\$0.00
220680270	Kelly	Bousson		1702 Ives Ave N	\$0.00	\$0.00
220680300	Matthew	Muenchow	Kayla ODonnell	1706 Ives Ave N	\$0.00	\$0.00
220680310	Sharon	Albers		1705 Judd Ave N	\$0.00	\$0.00
220680320	Judah & Heather	Leier		1703 Judd Ave N	\$0.00	\$0.00
220680260	Kelli	Schwartz		1701 Judd Ave N	\$0.00	\$0.00
220680230	Wes	Moffat		1611 Judd Ave N	\$0.00	\$0.00
220680190	Galen & Ranae	Peterson		1609 Judd Ave N	\$0.00	\$0.00
220680160	Timothy & Cindy	Emery		1607 Judd Ave N	\$0.00	\$0.00
220680110	Stephan	Headlee		1605 Judd Ave N	\$0.00	\$0.00
220680080	Stanley R	Larson Trust		1603 Judd Ave N	\$0.00	\$0.00
220680030		Trilogy Properties of MN LLC		927 16th St E	\$0.00	\$0.00
220501760	Steven	Krueger		831 11th St E	\$6,450.00	\$6,376.00
220501890	Sarah	Domoradzki		1129 Ives Ave N	\$3,036.00	\$3,366.00
220501910		Glencoe Development Assn Inc		905 11th St E (Post Office)	\$3,856.60	\$4,277.32
220501930	Gwen	Regnier Properties LLC		1126 Ives Ave N	\$4,083.75	\$4,529.25
220501920	David & Barbara	Brand		1130 Ives Ave N	\$1,518.00	\$1,683.00
220880010		City of Glencoe	WWTF	615 Vinton Ave	\$27,667.00	\$34,868.00
220880302		City of Glencoe		615 Vinton Ave	\$13,833.50	\$17,434.00
220880240	Robert	Shanahan		2222 7th St E	\$11,716.50	\$14,766.00
220880380	Robert	Shanahan		810 1st St E	\$0.00	\$0.00
220880520	Michael & Mary Ann	Drew		814 1st St E	\$0.00	\$0.00
221450070	Myron	Schuetz Const LLC			\$0.00	\$0.00
221450060	Tracey	Vee		1016 1st St E	\$0.00	\$0.00
221450050	Myron	Schuetz Const LLC			\$0.00	\$0.00
221450040	Xaio	Shou Dong		1013 Mitchell Ct	\$0.00	\$0.00
221450030	Myron	Schuetz Const LLC			\$0.00	\$0.00
221450020	Roger & Mary	Gronholz		1105 Mitchell Ct	\$0.00	\$0.00
221450010	Christopher & Kristen	Sonju		1109 Mitchell Ct	\$0.00	\$0.00
221450340	Kenneth & Bonnie	Teschendorf		1201 Mitchel Rd	\$0.00	\$0.00
221450490	Seth	Tepley et al			\$0.00	\$0.00
221450520		Glencoe Country Club Inc			\$0.00	\$0.00
221450530		Strawberry Mountain LLC			\$0.00	\$0.00
040510052	Robert	Ellies			\$0.00	\$0.00
040510055	Eric	Withus		1566 1st St E	\$0.00	\$0.00
040510040		The Links LLC		1880 1st St E	\$0.00	\$0.00
070190800	Beverly D	Weber Trust			\$0.00	\$0.00
070181300	Joshua	Weber		6986 100th St	\$0.00	\$0.00
040510030		McLeod County			\$0.00	\$0.00
220880295		Glencoe Country Club Inc			\$0.00	\$0.00
070181000	Michael M	Gavin			\$0.00	\$0.00
220180100	Edward J	Gavin Trust			\$0.00	\$0.00
220180200	Edward J	Gavin Trust			\$0.00	\$0.00
040510020		City of Glencoe			\$0.00	\$0.00
220181100		Flat Six Inc		720 Morningside Ave	\$0.00	\$0.00
220181200		International Motion Supply		2306 9th St E	\$0.00	\$0.00
220990070		City of Glencoe			\$0.00	\$0.00
221000010		Glen Knoll Properties Inc			\$0.00	\$0.00
220990060		Glen Knoll Properties Inc			\$10,000.00	\$10,000.00
220550150		City of Glencoe			\$0.00	\$0.00
040120300		Ind School District #2859			\$0.00	\$0.00

ASSESSMENT ROLL SUMMARY  
2022 STREET IMPROVEMENT PROJECT  
GLENCOE, MINNESOTA

Parcel No.	First Name	Last Name	AddlName	Property Address	Total Estimated Assessment Amount	Total Assessment Amount
220750180	Herbert & Darlene	Hennessey		1401 Birch Ave N	\$0.00	\$0.00
220750170	Russel & Bernadine	Pettis		1403 Birch Ave N	\$0.00	\$0.00
220750160	Elizabeth	Vinkemeier		1405 Birch Ave N	\$0.00	\$0.00
220750070	Donald & Janice	Petrick		1407 Birch Ave N	\$0.00	\$0.00
220750060	John	Wolter		1409 Birch Ave N	\$0.00	\$0.00
220750050	Mark & Joan	Walford		1411 Birch Ave N	\$0.00	\$0.00
220750040	David & Sara	Brown		1413 Birch Ave N	\$0.00	\$0.00
220750030	Frank	Romano		1415 Birch Ave N	\$0.00	\$0.00
220750150	Kirt	Groe		1402 Birch Ave N	\$0.00	\$0.00
220750140	Timothy	Kaczmarek	Lisa Foster	1404 Birch Ave N	\$0.00	\$0.00
220750130	Margaret M	Mayer Rev Trust		1406 Birch Ave N	\$0.00	\$0.00
220750120	Chad	Laplante		1408 Birch Ave N	\$0.00	\$0.00
220750110	Craig	Allison		1410 Birch Ave N	\$0.00	\$0.00
220750100	Robert & Marilyn	Schuette		1412 Birch Ave N	\$0.00	\$0.00
220750090	Brian	Goff	Jennifer Wendlandt	1414 Birch Ave N	\$0.00	\$0.00
220750080	Candace	Stiles		1416 Birch Ave N	\$0.00	\$0.00
220502110	Joan	Schmeling		1110 McLeod Ave	\$0.00	\$0.00
220502100	Gordon & Maureen	Krumrey		1315 11th St E	\$0.00	\$0.00
220502090	Connie	McBrady		1321 11th St E	\$0.00	\$0.00
220502080	Kira	Pulschinski		1327 11th St E	\$0.00	\$0.00
220502190	James Sr & Judith	Madden		1407 11th St E	\$0.00	\$0.00
220502180	Justin & Rachel	Schuft		1413 11th St E	\$0.00	\$0.00
220502170	David & Julie	Uecker		1419 11th St E	\$0.00	\$0.00
220502160	Leo & Teresa	Ackerson		1429 11th St E	\$0.00	\$0.00
220502270		Grack Family Revocable Tr Agmt		1507 11th St E	\$0.00	\$0.00
220502260	Anthony	Fratzke		1511 11th St E	\$0.00	\$0.00
220502250	Barbara	Nowak		1519 11th St E	\$0.00	\$0.00
220502240	Travis	Weber	Nicole Reinitz	1527 11th St E	\$0.00	\$0.00
220501470	Oscar	Rivera		1304 11th St E	\$0.00	\$0.00
220501480	Jennifer	Meyer		1314 11th St E	\$0.00	\$0.00
220501490	Brian	Stepien		1318 11th St E	\$0.00	\$0.00
220501500	James & Cynthia	Ford		1326 11th St E	\$0.00	\$0.00
220501380	Yekaterina & Russell	Harnois		1406 11th St E	\$0.00	\$0.00
220501400	Debra	Engelmann		1414 11th St E	\$0.00	\$0.00
220501410	Phyllis	Sopkowiak		1420 11th St E	\$0.00	\$0.00
220501420	Steven	Thayer		1428 11th St E	\$0.00	\$0.00
220501300	Richard	Fimon		1504 11th St E	\$0.00	\$0.00
220501310	Dale & Rebecca	Koklan		1514 11th St E	\$0.00	\$0.00
220501320	Wade	Just		1520 11th St E	\$0.00	\$0.00
220501330	Brian	Remer	Amanda Regenscheid	1530 11th St E	\$0.00	\$0.00
220182300		McLeod County HRA		14th & Morningside	\$3,445.00	\$3,445.00
220182400		Metrolains Acquisition Corp		2401 14th St E	\$5,354.33	\$5,354.33
221420120	Michael & Ginger	Bellanger		1400 Baldwin Ave N	\$443.30	\$443.30
221420110	James	Weckman		1401 Elsie Dr	\$443.30	\$443.30
221400310	Cklair	Hasse		1402 Elsie Dr	\$1,375.00	\$1,375.00
221400320	Gregory & Marilyn	Troska		1403 Ranger Dr	\$1,375.00	\$1,375.00
221400600	Duran & Annette	Koester		1404 Ranger Dr	\$1,331.00	\$1,331.00
221430090		Team Development Co LLP		14th & Prairie	\$1,419.00	\$1,419.00
220182500		McLeod County HRA		14th & Morningside	\$8,799.33	\$8,799.33
221400770		Team Development Co LLP		Empty Parcel	\$16,324.00	\$16,324.00
221400800		City of Glencoe		Pond	\$4,372.50	\$4,372.50
220500910		Terrapin Estates LLC		2017 10th St E	\$3,630.00	\$4,026.00
220500950	Joseph & Megan	Pint		2024 11th St E	\$3,036.00	\$3,366.00
220500900		Caseys Retail Company		2101 10th St E	\$3,856.60	\$4,277.32
220500905		Knorr Properties LLC		2100 11th St E	\$3,856.60	\$4,277.32
	TOTALS				\$141,222.30	\$157,927.96

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Separate Agenda Items**



SMALL CITY  BIG FUTURE

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

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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 14, 2022

Re: Item 5A – Business Subsidy Agreement with Miller Manufacturing

Item 5A – City Attorney Ostlund will review the land purchase and business subsidy agreement to sell the GlenTech Industrial Park to Miller Manufacturing.

It is recommended to approve the business subsidy agreement with Miller Manufacturing. It is anticipated that the City will close on the sale of the property to Miller Manufacturing in the next couple of weeks.

**Mayor:** Ryan Voss

**City Administrator:** Mark D. Larson

**Council Members:** Allen Robeck – Sue Olson – Arnold Brinkmann – Paul Lemke – Cory Neid

## Business Subsidy Agreement

This Business Subsidy Agreement (the "Agreement") is dated as of \_\_\_\_\_ (the "Effective Date") and is between the City of Glencoe, Minnesota (the "City"), and Miller Manufacturing Company, a Minnesota corporation (the "Miller").

**WHEREAS**, the City selling certain Real Property described in Exhibit "A" (the "Property") to Miller for \$265,000 to subsidize the creation of jobs within the City and to further strengthen and expand the tax base of the City;

**WHEREAS**, the Property's cumulative tax assessed market value for the year 2022 is at least four hundred and six thousand five hundred dollars (\$406,500);

**WHEREAS**, The City and Miller recognize and agree that the City selling certain Real Property described in Exhibit "A" to Miller for \$265,000, under that certain Purchase Agreement (the "Purchase Agreement"), dated as of August 11, 2022, between said parties is a "business subsidy" under Minnesota Statutes, Sections 116J.993 through 116J.995, as amended (the "Subsidy Law"), and is subject to the provisions thereof, including without limitation reporting requirements and five year commitment by Miller;

**WHEREAS**, The basic terms and description of the subsidy are that the City would sell the Property to Miller for \$265,000, resulting in a subsidy of approximately \$141,500, with the agreement that Miller would, within 10 years, would have satisfied those certain requirements contained herein at Exhibit "B".

**WHEREAS**, The City and Miller acknowledge and agree that those certain requirements contained in Exhibit "B" must be complied with and/or satisfied no later than 10 years from the Effective Date of this Agreement.

**WHEREAS**, The City and Miller acknowledge and agree that Miller will not cease business operations within the City for the term of this Agreement.

**WHEREAS**, The City and Miller agree and acknowledge that future development contemplated herein at Exhibit "B" will require relocation of certain City utility infrastructure, and the parties hereto agree and covenant that those certain costs shall be shared equally, per existing City policies and practices.

Accordingly, the City and Miller acknowledge, agree, and covenant as follows:

1. The above recitals are herein incorporated and agreed to by the Parties.
2. The estimated fair market value of the subsidy is \$141,500. The type of the subsidy is the sale of real property for a price below the fair market value. The subsidy relates to certain contemplated construction of certain commercial-industrial improvements to the Property by Miller (the "Subsidy").
3. The public purposes of the Subsidy are to further development of the industrial park and to increase the City's tax base.
4. For purposes of Section 116J.994, Subdivision 3, of the Subsidy Law, the goals of the subsidy are the

creation of no less than five (5) new jobs within the City and the commencement of construction of a development project which expands or creates a new commercial and/or industrial use at the Property.

5. For purposes of the Subsidy Law, the Subsidy is considered to be a forgivable loan to Miller from the City. The City and Miller agree that a material default by Miller under this Agreement shall entitle the City to exercise any and all remedies the City may have under law or this Agreement, including but not limited to, the power of sale including foreclosure of this referenced lien by action or advertisement. In addition, as required by Section 116J.994, Subdivision 6, if Miller is in default under this Agreement, subject to any remedial provisions of the Subsidy Law as may be applicable, Miller shall be obligated to repay all of the assistance plus interest accruing from the Benefit date at the prime lending rate on the first date of the referenced default.
6. The Subsidy is needed in order to induce industrial development in the City. Miller covenants that it will continue to continue business operation within the City for at least ten years after the Benefit Date.
7. Other than the Subsidy provided by the City under this Agreement and federal financial assistance, if any, there are no other state or local government agencies providing financial assistance for the project contemplated herein.
8. Miller represents that its parent corporation is as follows:  
Frandsen Corporation  
\_\_\_\_\_  
\_\_\_\_\_
9. Miller represents that it is not in default on the date hereof on any subsidy agreement entered into by Miller under the Subsidy Law.
10. The City has determined after public hearing that, for purposes of the Subsidy Law and this Agreement, creation or retention of jobs is not a goal of this subsidy, and therefore no specific wage and job goals are required under this Agreement.
11. Miller shall complete and file with the City, upon written demand of the City (the "Due"), the report in the form of the attached Exhibit C. The Subsidy Law provides that if Miller does not make such reports, when Due, the City must mail Miller a warning within one week of the required filing date, and if, after 14 days after the postmark date of that warning, Miller continues to fail to report, then Miller is required to and shall pay the City a penalty of \$100 for each subsequent day until the report is filed, up to a maximum of \$1,000.
12. This Agreement is intended to be the "subsidy agreement" required by Section 116J.994, Subdivision 3, of the Subsidy Law. In the event that any provision of this Agreement is inconsistent or in conflict with any provision of the Subsidy Law, and in the event that any provision of the Subsidy Law provides additional requirements, the provisions of the Subsidy Law shall apply and govern. In addition, Miller agrees to provide the City with any additional information which may be required in order for the City to comply with its reporting requirements, as they may exist or be amended from time to time, under the Subsidy Law.

13. Miller shall comply with all applicable local, state, and federal environmental laws and regulations, and will obtain, and maintain compliance under, any and all necessary environmental permits, licenses, approvals or reviews.
14. The City makes no warranties or representations regarding, nor does it indemnify the Miller with respect to, the existence or nonexistence on, anywhere within or in the vicinity of the Property of any toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 961-9657, as amended) (collectively, the "Hazardous Substances").
15. Miller agrees to take all necessary action to remove or remediate any hazardous substances located on the Property to the extent required by and in accordance with all applicable local, state and federal environmental laws and regulations.
16. Miller waives any claims against the City, for indemnification, contribution, reimbursement or other payments arising under federal and state law and the common law or relating to the environmental condition of the land comprising the Property.
17. Miller shall, so long as this Agreement remains in effect, pay all real property taxes with respect to all parts of the Property acquired and owned by it which are payable pursuant to any statutory or contractual duty that shall accrue subsequent to the date of its acquisition of title to the Property (or part thereof) and until title to the Property is vested in another person.
18. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

19. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and in the case of Miller is addressed to or delivered personally to:

Miller Manufacturing, Inc.  
Dan Ferrise  
2910 Waters Road, Suite 150  
Eagan, MN 55121  
[dferrise@frandsencorporation.com](mailto:dferrise@frandsencorporation.com)

with copy to:

Jim Ertz  
Asset Manager, Frandsen Financial  
5481 St. Croix Trail, Suite 200  
North Brank, MN 55056  
[jertz@frandsenbank.com](mailto:jertz@frandsenbank.com)

- (a) in the case of the City is addressed to or delivered personally to:

The City of Glencoe  
Attn: Mark Larson  
Jon Jerabek  
1107 – 1107<sup>th</sup> Street East, Suite 107  
Glencoe, MN 55336  
[mlarson@ci.glencoe.mn.us](mailto:mlarson@ci.glencoe.mn.us)  
[jjerabeck@ci.glencoe.mn.us](mailto:jjerabeck@ci.glencoe.mn.us)

With Copy to Attorney:

Mark W. Ostlund  
Huemoeller, Gontarek & Cheskis, PLC  
16670 Franklin Trail, Suite 210  
Prior Lake, MN 55372

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
21. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

22. Termination. This Agreement shall terminate Five-Years subsequent to the Effective Date of this Agreement, contingent upon Miller's performance of all obligations under this Agreement (the "Termination Date"). After the Termination Date, if requested by the Developer, the City will provide a recordable termination certificate as to the Developer's obligations hereunder.
23. Superseding Effect. This Agreement reflects the entire agreement of the parties with respect to the development of the Development Property, and supersedes in all respects all prior agreements of the parties, whether written or otherwise, with respect to the development of the Development Property.
24. Relationship of Parties. Nothing in this Agreement is intended, or shall be construed, to create a partnership or joint venture among or between the parties hereto, and the rights and remedies of the parties hereto shall be strictly as set forth in this Agreement. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.
25. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
26. Venue. All matters, whether sounding in tort or in contract, relating to the validity, construction, performance, or enforcement of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota, and the Developer agrees that all legal actions initiated by the Developer, the City with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued exclusively in the State of Minnesota, McLeod County, District Court and shall not be removed therefrom to any other federal or state court.
27. Merger. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

[Remainder of Page Intentionally Left Blank – Signature Pages to Follow]

IN WITNESS WHEREOF, the City and Miller have duly executed this Agreement by their duly authorized representatives.

CITY OF GLENCOE

By: \_\_\_\_\_  
Ryan Voss, Mayor

By: \_\_\_\_\_  
Mark Larson, City Administrator

State of Minnesota, County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me on \_\_\_\_\_, **2022** by Ryan Voss, the Mayor of the City of Glencoe.

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
*(month/day/year)*

State of Minnesota, County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me on \_\_\_\_\_, **2022** by Mark Larson, the City Administrator of the City of Glencoe.

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
*(month/day/year)*

MILLER MANUFACTURING COMPANY

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

State of Minnesota, County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me on \_\_\_\_\_, 2022 by \_\_\_\_\_, the  
\_\_\_\_\_ of Miller Manufacturing Company.

(Stamp)

\_\_\_\_\_  
*(signature of notarial officer)*

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
*(month/day/year)*

**Drafted by:**

Glencoe City Attorney

Huemoeller, Gontarek & Cheskis, PLC

16670 Franklin Trail, Suite 210

Prior Lake, MN 55372

## **Exhibit "A"**

### **Legal Description**

Real Property in McLeod County, Minnesota legally described as follows:

Lot 1, Block 1, Glentech Park, according to the map or plat thereof on file at the McLeod County, Minnesota registrar's office.

AND ALSO,

Lot 1, Block 2, Glentech Park, according to the map or plat thereof on file at the McLeod County, Minnesota registrar's office, excepting therefrom the follow legally described parcel:

That part of Lot 1, Block 2, GLENTECH PARK, according to the recorded plat thereof, McLeod County, Minnesota; described as follows:

COMMENCING at the most northerly corner of said Lot 1; thence South 49 degrees 23 minutes 48 seconds East, assigned bearing, along the southwesterly right of way line of Technology Lane, 1055.54 feet; thence southerly along a tangential curve, concave to the southwest, radius 767.00 feet, central angle 6 degrees 09 minutes 45 seconds, 82.50 feet to the point of beginning of the parcel to be herein described; thence South 51 degrees 16 minutes 47 seconds West, not tangent to said curve, 68.33 feet; thence South 39 degrees 03 minutes 41 seconds East 228.95 feet to the northerly right of way line of Technology Drive; thence northeasterly along said right of way line, a distance of 60.08 feet along a non-tangential curve concave to the northwest, having a radius of 767.00 feet, a central angle of 4 degrees 29 minutes 18 seconds, and the chord of said curve is 60.07 feet in length and bears North 56 degrees 26 minutes 21 seconds East; thence easterly, northeasterly and northwesterly a distance of 16.28 feet along a compound curve concave to the west having a radius of 10.00 feet and a central angle of 93 degrees 15 minutes 23 seconds; thence North 39 degrees 03 minutes 41 seconds West tangent to said curve 168.50 feet; thence northerly along a tangential curve concave to the southwest, radius 767.00 feet, central angle 4 degrees 10 minutes 23 seconds, 55.86 feet to the Legal Description Continued point of beginning. This tract is subject to any and all easements of record.

And Also,

That part of Lot 1, Block 2, GLENTECH PARK, according to the recorded

plat thereof, McLeod County, Minnesota; described as follows:

COMMENCING at the most northerly corner of said Lot 1; thence South 49 degrees 23 minutes 48 seconds East, assigned bearing, along the southwesterly right of way line of Technology Lane, 1055.54 feet; thence southerly along a tangential curve, concave to the southwest, radius 767.00 feet, central angle 6 degrees 09 minutes 45 seconds, 82.50 feet to the point of beginning of the parcel to be herein described; thence South 51 degrees 16 minutes 47 seconds West, not tangent to said curve, 68.33 feet; thence South 39 degrees 03 minutes 41 seconds East 228.95 feet to the northerly right of way line of Technology Drive; thence northeasterly along said right of way line, a distance of 60.08 feet along a non-tangential curve concave to the northwest, having a radius of 767.00 feet, a central angle of 4 degrees 29 minutes 18 seconds, and the chord of said curve is 60.07 feet in length and bears North 56 degrees 26 minutes 21 seconds East; thence easterly, northeasterly and northwesterly a distance of 16.28 feet along a compound curve concave to the west having a radius of 10.00 feet and a central angle of 93 degrees 15 minutes 23 seconds; thence North 39 degrees 03 minutes 41 seconds West tangent to said curve 168.50 feet; thence northerly along a tangential curve concave to the southwest, radius 767.00 feet, central angle 4 degrees 10 minutes 23 seconds, 55.86 feet to the point of beginning. This tract is subject to any and all easements of record.

## **Exhibit "B"**

### Requirements

Miller and the City agrees and covenants to, within 10 years of the Effective Date of this Agreement, perform the following:

- 1) Commence construction of a project upon the Property expanding and/or creating a commercial-industrial use, including but not limited to construction of a facility and associated infrastructure solely upon the Property or construction of a facility upon real property adjacent to the Property with necessary infrastructure for that project constructed upon the Property.
- 2) Creation of five new (5) jobs within the City no later than 10 years from the Effective Date.
- 3) That future development contemplated on the Property will require relocation of certain City utility infrastructure, and the parties hereto agree and covenant that those certain costs shall be shared equally, per existing City policies and practices.

## Exhibit "C"

### Report by Miller Manufacturing Company as Recipient of Business Subsidy

This report is required by that certain Business Subsidy Agreement, dated as of \_\_\_\_\_ (the "Agreement"), between the City of Glencoe (the "City"), and Miller Manufacturing Company and as required by Minnesota Statutes, Section 116J.994, Subdivision 7, as amended. Capitalized terms which are used but not otherwise defined in this report have the meanings given to those terms under the Agreement.

The City has granted a certain business subsidy to Miller consisting of the sale of certain land at less than its estimated fair market value.

Under the Agreement, Miller is required to file reports with the City's Administrator upon written demand by the City.

There are job(s) goal(s) under the Business Subsidy Agreement.

Miller hereby certifies to the City the following:

As provided in the Agreement, the fair market value of the subsidy is estimated to be \$141,500, the type of subsidy is contribution of real property, and the public purposes of the subsidy are to further development of the business park and to increase the City's tax base.

The completion and operation of the facility contemplated herein does not involve the relocation by of any of their facilities located elsewhere but did involve the relocation of from elsewhere in the City due to space limitations at that previous site.

Miller's parent corporation is:

Frandsen Corporation

\_\_\_\_\_  
\_\_\_\_\_

Other than the subsidy provided by the City under the Agreement, there are no other State of Minnesota or "local government agency" grants of subsidy to Miller for the facility contemplated herein.

Miller hereby agrees to provide upon request such other information as the Commissioner of the Department of Trade and Economic Development of the State of Minnesota may request the City or Miller to provide or as may be required by the Subsidy Law.

Miller represents that it has satisfied those certain requirements in Exhibit "B".

Miller is not in default on the date hereof of its obligations under any subsidy agreement under the

Subsidy Law.

**This Page is Blank to  
Separate Agenda Items**



SMALL CITY & BIG FUTURE

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

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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 14, 2022

Re: Item 5B – Geotechnical Evaluation

Item 5B – It is recommended to have Braun Intertec take boring samples on the proposed 2023 to 2027 project. If approved, they can get it completed this fall.

This would be on the proposed routes for the pavement management plan for 2023, 2024, 2025, 2026, and 2027; this is needed even if we choose to do a smaller 1-year project in 2023.



Braun Intertec Corporation  
3900 Roosevelt Road, Suite 113  
Saint Cloud, MN 56301

Phone: 320.253.9940  
Fax: 320.253.3054  
Web: braunintertec.com

October 14, 2022

Proposal QTB166987

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

Re: Proposal for a Geotechnical Evaluation  
2023 Glencoe Pavement Improvements  
Various Streets and Avenues  
Glencoe, Minnesota

Dear Mr. Larson:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for the proposed street improvements in Glencoe, Minnesota.

## Project Information

Per our discussion with Brody Bratsch, PE of Short Elliot Hendrickson, Inc., we understand the project will consist of reclaiming the exiting bituminous and aggregate base, grading the reclaim section and repaving with new bituminous.

## Purpose

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

## Scope of Services

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

## Site Access

Based on performing the hand auger borings within the existing roadway, it appears that the site is accessible to a pickup-mounted coring rig. We assume there will be no cause for delays in accessing the exploration locations. We will provide signs and cones to warn traffic of the work on the road but have not included costs for flag personnel to close drive lanes of traffic.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

AA/EOE

**Staking**

We will stake prospective subsurface exploration locations, as selected by SEH, and obtain surface elevations at those locations using GPS (Global Positioning System) technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project or give us contact information for the consultant that might have such information.

**Utility Clearance**

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

**Pavement Coring and Hand Auger Borings**

As requested, we will cut bituminous pavement cores, and perform hand auger borings, each to depths of about 4 feet, at 25 selected locations. We will measure the existing bituminous and apparent aggregate base thicknesses at each location and classify the subgrade soils and estimate the strata changes based on the soil obtained from the auger cuttings.

**Groundwater Measurements**

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

**Borehole Abandonment**

We will backfill our hand auger borings with cuttings after completion. We'll patch the surface with bituminous cold patch. Minnesota Statutes require sealing temporary borings that are 15 feet deep or deeper. Based on our proposed subsurface characterization depths, we currently do not anticipate having to seal any of the boreholes.

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

**Sample Review and Laboratory Testing**

We will return recovered samples to our laboratory, where a geotechnical engineer will visually classify and log them. To help classify the materials encountered and estimate the engineering properties necessary to our analyses, we anticipate performing 6 moisture content tests, 5 mechanical analyses (through a #200 sieve only), and 1 organic content test. We will adjust the actual number and type of tests based on the results of our hand auger borings.

**Engineering Analyses**

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

## **Report**

We will prepare a report including:

- A sketch showing the exploration locations.
- Logs of the hand auger borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the existing pavement thicknesses, subsurface profile, and groundwater conditions.
- Discussion identifying the subsurface conditions that will impact design and construction.
- Discussion regarding the reuse of on-site materials during construction.
- Recommendations for preparing pavement subgrades, and the selection, placement, and compaction of fill.
- Recommendations for the design of pavements.

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

## **Schedule**

We anticipate performing our work according to the following schedule.

- Crew mobilization – within about 1 week following receipt of written authorization
- Field exploration – 3 days on site to complete the work
- Classification and laboratory testing – within 1 to 2 weeks after completion of field exploration
- Preliminary results – within 1 week after completion of field exploration
- Draft report submittal – within 2 weeks after completion of field exploration
- Final report submittal – within 5 days of receiving comments on the draft report

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

## **Fees**

We will furnish the services described in this proposal for a lump sum fee of \$12,500. Please note that our field services were budgeted to occur within our normal work hours of 7:00 a.m. to 4:00 p.m., Monday through Friday. If conditions occur that require us to work outside of these hours, we will request additional fees to cover our additional overtime costs.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

## **General Remarks**

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

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

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

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Andrew Hillerud at 218.260.0930 (ahillerud@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Andrew J. Hillerud, PE  
Project Engineer



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

Attachment:  
General Conditions (1/1/18)

c: Brody Bratsch, PE; SEH, Inc.

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

---

Authorizer's Firm

---

Authorizer's Signature

---

Authorizer's Name (please print or type)

---

Authorizer's Title

---

Date

## General Conditions

### Section 1: Agreement

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

### Section 2: Our Responsibilities

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

### Section 3: Your Responsibilities

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.5** Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

**3.6** Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

**3.7** You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

### Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

**4.5** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

## Section 5: Compensation

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

## Section 6: Disputes, Damage, and Risk Allocation

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

**6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

## Section 7: General Indemnification

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

**7.3** You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

## Section 8: Miscellaneous Provisions

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

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Separate Agenda Items**



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

---

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 14, 2022

Re: Item 6A – Business Subsidy interest rate

Item 6A – It is recommended to set the interest rate for Hotel Group for the repayment of the WAC and SAC at 4% for a 5 year term.

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

October 12, 2022

Via Email Only

City of Glencoe  
Mark Larson, City Administrator  
[mlarson@ci.glencoe.mn.us](mailto:mlarson@ci.glencoe.mn.us)

Jon Jerabek, Director of Economic Development  
[jjerabek@ci.glencoe.mn.us](mailto:jjerabek@ci.glencoe.mn.us)

Mark Oslund, City Attorney  
[mwo@priorlakelaw.com](mailto:mwo@priorlakelaw.com)

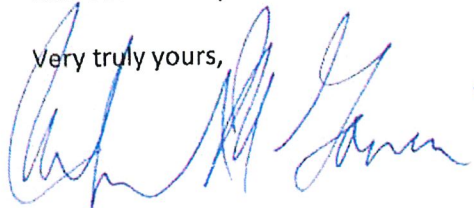
RE: Changes to the Abatement and Subsidy Agreement for the Glencoe Hotel Group

Dear Mark, Jon and Mark:

I have taken the liberty of redrafting Mark Ostlund's last version of the Tax Abatement and Subsidy Agreement. I have put the changes in legislative format for ease of reference. Please note that I have added definitions (albeit crude) for the Sewer Availability Charge and the Water Availability Charge. Please feel free to supplement this if you like. I have added a sentence to Section 3.6 to clarify the grounds for the WAC and SAC fees. I have also adjusted the numbers in 3.8 which at second glance appeared to have come from, perhaps, a different project.

I ask that you review this at your convenience and provide me with any corrections, additions, deletions, etc. Thanks for your time and attention.

Very truly yours,



Michael M. Gavin  
Attorney for the Glencoe Hotel Group, LLC

cc: Glencoe Hotel Group Investors

TAX ABATEMENT AND BUSINESS SUBSIDY AGREEMENT

BY AND BETWEEN

CITY OF GLENCOE, MINNESOTA

AND

GLENCOE HOTEL GROUP, LLC

**This document was drafted by:**

Mark W. Ostlund, City Attorney  
Huemoeller, Gontarek & Cheskis, PLC  
16670 Franklin Trail, Suite 210  
Prior Lake, MN 55372

## TAX ABATEMENT AND BUSINESS SUBSIDY AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Glencoe, Minnesota (the "City"), a municipal corporation and political subdivision of the State of Minnesota with offices at 1107 – 11<sup>th</sup> Street East, Glencoe, Minnesota 55336, and Glencoe Hotel Group, LLC, a Minnesota limited liability company with offices at \_\_\_\_\_, 1017 Hennepin Ave N, Glencoe, MN 55336 (the "Company"),

### WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815, the City has established a Tax Abatement Program; and

WHEREAS, the City believes that the development and construction of a certain Project (as defined herein), and fulfillment of this Agreement are vital and are in the best interests of the City, will result in preservation and enhancement of the tax base, retain employment opportunities and are in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement;

WHEREAS, in order to achieve the Objectives the Company proposes and the City is prepared to assist the Company with the construction of an approximately \_\_\_\_\_ square foot, fifty-one room hotel development legally described as follows:

~~That part of the Northwest Quarter of the Southwest Quarter of Section Eighteen (18) in Township One Hundred Fifteen (115) North of Range Twenty-seven (27) West, McLeod County, Minnesota described as follows, to-wit:~~

~~Beginning at a point 344 feet East of a point that is 606.15 feet south of the West quarter corner of said Section Eighteen (18); thence East 91.6 feet; thence South 200 feet; thence West 435.6 feet to the West line of said Northwest Quarter of the Southwest Quarter; thence North along said West line 35.5 feet; thence East 344 feet; thence North 164.85 feet to the point of beginning. Said Tract containing .7 acres, more or less.~~

Part of the Northwest Quarter of the Southwest Quarter of Section 18, Township 115, Range 27, McLeod County, Minnesota, described as follows:

Beginning at a point on the west line of said Northwest Quarter of the Southwest Quarter distant 606.15 feet south of the west quarter corner of said Section 18; thence easterly perpendicular to said west line 435.82 feet; thence south parallel with said west line 199.90 feet; thence west perpendicular to said west line 435.82 feet to said west line; thence north along said west line 199.90 feet to the point of beginning.

This tract contains 2.00 acres of land and is subject to any and all easements of record.

(the "Tax Abatement Property")

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**WHEREAS**, in order to reimburse the Company for certain costs it incurs in relation to the Minimum Improvements, the Company has requested the following assistance: (i) tax abatement pursuant to the Act from the City for up to 12 years, from 2024 continuing through 2036, in the maximum amount of \$500,000; and

**WHEREAS**, pursuant to the Act, the City Council of the City has approved a certain Resolution No. 2022-\_\_\_\_\_, approved by City Council on May 2, 2022 authorizing abatement of a portion of real property taxes on the Tax Abatement Property; and

**WHEREAS**, pursuant to the Act and City Ordinance No. 224.07, the City Council of the City has approved a certain reduction in Sewer and Water Availability Charges (otherwise known as WAC and SAC) which entails that the Company's WAC & SAC permit fee shall be \$54,000, and shall due and payable based upon a 5 year amortization schedule with annual principal payments of \$10,800 each, commencing twelve months after the completion of construction of the hotel project intended and receipt of a certificate of occupancy to be issued by City. In addition to these installments of principal, the Company shall pay to City accrued interest at the five (5) year tax exempt (Municipal Bond) rate and an assessed interest rate of 5% per annum.

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**NOW, THEREFORE**, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

#### **DEFINITIONS**

Section 1.1 Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Benefit Date means the date the Project is completed.

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Glencoe, Minnesota, a Minnesota municipal corporation and home-rule charter city;

Company means Glencoe Hotel Group, LLC, its successors and permitted assigns;

County means McLeod County, Minnesota;

Event of Default means any of the events described in Section 4.1;

Project means the construction of the Minimum Improvements by the Company upon the Tax Abatement Property consisting of approximately 37,200 square feet ~~of three story hotel additional warehouse space as additional to and an improvement of its existing manufacturing facility abutting Morningside Drive~~ within the City of Glencoe ~~adjacent to the Tax Abatement Property~~;

Sewer Availability Charge (SAC) means the cost of obtaining access to the City's sanitary sewer system and storm water sewer system for treatment of the waste generated upon the tax abatement property and the disposal of storm water generated upon the tax abatement property.

State means the State of Minnesota;

Tax Abatement Act means Minnesota Statutes, Sections 469.1812 through 469.1815;

Tax Abatement Program means the actions by the City pursuant to Minnesota Statutes, Section 469.1812 through 469.1815, as amended, and undertaken in support of the Project;

Tax Abatement Property as defined herein above;

Tax Abatements means the City's share of real estate taxes which are attributed to the Project on the Tax Abatement Property, as determined by the City, abated in accordance with the Tax Abatement Program;

Termination Date means the date in which this Agreement and obligations herein shall terminate, which shall be the date of the last Tax Abatement payment as agreed to herein or the date in which the City exercises its rights under Section 4.2(b) of this Agreement.

Water Availability Charge (WAC) means access to city's water treatment and supply facilities for purposes of providing potable water to the tax abatement property.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and a political subdivision of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Abatement Program was created, adopted and approved in accordance with the terms of the Tax Abatement Act.

(3) To finance a portion of the costs of the Project undertaken by the Company, the City proposes to provide Tax Abatement in an amount not-to-exceed ~~\$194,835,500.00~~. The City shall utilize the Tax Abatements to reimburse the Company for costs incurred for soils corrections that are necessary for the implementation of the Project.

(4) The City has made the findings required by the Tax Abatement Act for the Tax Abatement Program.

(5) The City makes no representation or warranty, either express or implied, as to the Tax Abatement Property or its condition, or that the Tax Abatement Property shall be suitable for the Company's purposes or needs.

(6) To the knowledge of the City, no Councilmember of the City, or officer of the City, benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

Section 2.2 Representations and Warranties of the Company. The Company makes the following representations and warranties:

(1) The Company has the power to enter into this Agreement and to perform its obligations hereunder and is not in violation of its articles or bylaws or any local, state or federal laws.

(2) The Company is a limited liability company validly existing under the laws of this State and has full power and to enter into this Agreement and carry out the covenants contained herein.

(3) The Project would not have been undertaken by the Company, and in the opinion of the Company would not be economically feasible without the assistance and benefit to the Company provided for in this Agreement.

(4) The Company shall be obligated to construct certain improvements to the Tax Abatement Property (hereinafter referred to as the "Minimum Improvements") which shall consist of the following: construction of the Project according to this Agreement and those certain construction plans to be approved by the City. **The Minimum Improvements shall be substantially completed on or before August 31, 2023.**

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(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Company is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Company has or will acquire, fee title to the Tax Abatement Property, and will cause the Project to be constructed in accordance with the terms of this Agreement, the Tax Abatement Program, and all local, state and federal laws and regulations including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations.

(7) The Company will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the construction and operation of the Project.

(8) The Company will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(9) The Company will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the operation of the Project.

(10) The Company understands that the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Tax Abatement Property and the Project, and that such subsidies may be more favorable than the terms of this Agreement, and that the City has not represented that development of the Tax Abatement Property will be favored over the development of other properties.

(11) To the knowledge of the undersigned, no Councilmember of the City, or officer of the City, benefit financially from this Agreement within the meaning of Minnesota Statutes, Sections 412.311 and 471.87.

### ARTICLE III

#### UNDERTAKINGS BY COMPANY AND CITY

##### Section 3.1 Implementation of the Project.

(1) The Company has caused the Project to be implemented in accordance with all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(2) The Company has obtained all required permits to implement the Project.

(3) The Company will operate and maintain, preserve and keep the Project or cause the Project to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition.

Section 3.2 Limitations on Undertakings of the City. The City shall have no obligation to the Company under this Agreement to reimburse the Company for the Tax Abatement Reimbursement amount as defined in section 3.5(1), if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3 Change in Use of Project. The City's obligations pursuant to this Agreement shall be subject to the continued operation of the Project by the Company.

Section 3.4 Prohibition Against Transfer of Project and Assignment of Agreement. The Company represents and agrees that prior to the Termination Date of this Agreement the Company shall not transfer the Project or any part thereof or any interest therein, without the prior written approval of the City. The City shall not withhold such written approval provided the following conditions are met:

(1) Any proposed transferee shall have the demonstrated qualifications and financial resources to continue meaningful business operations at the Project.

(2) Any proposed transferee, by instrument in writing satisfactory to the City shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Company under this Agreement and agreed to be subject to all the conditions and restrictions to which the Company is subject.

#### Section 3.5 Business Subsidies Act.

(1) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidies Act"), the Company acknowledges and agrees that the amount of the "Business Subsidy" granted to the Company under this Agreement is the value of the Tax Abatement Reimbursement (not to exceed \$500,000) and that the Business Subsidy is needed because the Project was not sufficiently feasible for the Company to undertake without the Business Subsidy. There are no job creation goals (the "Goals") required for the Project.

(2) The Company agrees to continue operations within the City for the term of this Agreement. Subject to the terms of Article IV hereof, if the Company ceases operations of the facility constructed by the Project during the term of this Agreement, the Company shall repay to the City all of the Business Subsidy received with interest at the prime rate.

(3) There are no other state or municipal government agencies providing financial assistance for the Project.

(4) There is no parent corporation of the Company.

(5) The Company certifies that it does not appear on the Minnesota Department of Employment and Economic Development's list of recipients that have failed to meet the terms of a business subsidy agreement.

Section 3.6 Improvements to be Provided. The Company shall provide all improvements. The City shall have no obligation whatsoever to provide any improvements to the Tax Abatement Property. The City shall not provide utilities, including sanitary sewer, storm sewer, waterline, stubs for water and sanitary sewer lines, roads, landscaping or earth removal for construction of any type with regard to Tax Abatement Property. All such improvements to the Tax Abatement Property, including Minimum Improvements as described above shall be the sole and exclusive obligation of the Company without any obligation upon the City to provide any such improvements except as otherwise provided for in this agreement or in any express written subsequent agreement hereto. However, City shall allow Company access to its sanitary sewer, storm sewer, water treatment and distribution facilities.

Section 3.7 Financing Improvements. The City shall have no obligation whatsoever to provide, assist or expedite the financing of the improvements of the Tax Abatement Property, including the Minimum Improvements. The Company retains the full and complete obligation of obtaining all necessary financing for all improvements to this property which may be required by the Company toward the fulfillment of the Company's obligation hereunder.

Section 3.8 Abatement Programs.

(1) Tax Abatement Program. The Tax Abatement Program shall exist for a period of 15-years beginning with real estate taxes payable in 2022 through 2036. The City shall on or before April 1 of each year commencing April 1, 2023 up to and including April 1, 2037, pay to the Company the amount of the Tax Abatements received by the City in the previous twelve month period up to a maximum of \$~~12,98940.000~~ in any year, with a cumulative total over the term of this Agreement not to exceed \$~~194,835500.000~~.

(2) WAC & SAC Fee Reduction. The Company's WAC & SAC permit fee shall be \$54,000, and this fee shall be due and payable based upon a 5 year amortization ~~schedule with annual principal payments of \$10,800 each, commencing twelve months after the completion of construction of the hotel project intended and receipt of a certificate of occupancy to be issued by City. In addition to these installments of principal, the Company shall pay to City accrued interest at the five (5) year tax exempt (Municipal Bond) rate. and an assessed at 5% per annum.~~

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Section 3.8

Section 3.9 Construction of Minimum Improvements. The Company agrees that it will construct the Minimum Improvements on the Tax Abatement Property in accordance with the approved construction plans, submitted to the City prior to commencement of construction of the Project, and at all times prior to the Termination Date of this Agreement it will operate and maintain, preserve and keep the Minimum Improvements or cause the Minimum Improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition. The approval of the construction plans, or any proposed amendment to the construction plans, by the City does not constitute a representation or warranty by the City that the construction plans or the Project comply with any applicable building code, health or safety regulation, zoning regulation, environmental law or other law or regulation, or that the Project will meet the qualifications for issuance of a certificate of occupancy, or that the Project will meet the requirements of the Company or any other users of the Project. Approval of the construction plans, or any proposed amendment to the construction plans, by the City will not constitute a waiver of an Event of Default. Nothing in this Agreement shall be construed to relieve the Company of its obligations to receive any required approval of the construction plans from any City department.

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## ARTICLE IV

### EVENTS OF DEFAULT

Section 4.1 Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

- (1) Failure by the Company to timely pay any ad valorem or other real property taxes, special assessments, utility charges or other governmental impositions with respect to the Project.
- (2) Failure by the Company to continue operation of the Project pursuant to the terms, conditions and limitations of this Agreement.

(3) If the holder of any mortgage in the Abatement Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(4) If the Company shall file any petition in bankruptcy, make an assignment for the benefit of their creditors, admit in writing an inability to pay its debts generally as they become due, or be adjudicated a bankrupt or insolvent.

(5) Failure by the Company to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Company citing with specificity the item or items of default and notifying the Company that it has thirty (30) days within which to cure said Event of Default. If the Event of Default has not been cured within said thirty (30) days:

(a) The City may suspend its performance under this Agreement until it receives assurances from the Company, deemed adequate by the City, that the Company will cure its default and continue its performance under this Agreement.

(b) The City may cancel and rescind the Agreement.

(c) The City may declare the entire outstanding balance of the Note due and payable in full.

(d) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Company under this Agreement.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any

obligation or agreement on the part of the Company herein contained, the Company agrees that they shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

#### Section 4.6 Release and Indemnification Covenants.

(1) The Company releases from and covenants and agrees that the City and its governing body members, officers, agents, servants and employees (collectively, the "Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City and the Indemnified Parties against any claim, cause of action, suit or liability for loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Company agrees to protect and defend the City and the Indemnified Parties, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, such, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from a breach of the obligations of the Company under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Project.

(3) The City and Indemnified Parties shall not be liable for any damages or injury to the persons or property of the Company or its officers, agents, servants or employees or any other person who may be about the Project due to any act of negligence of any person.

~~(4)~~ All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

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### ARTICLE V

#### ADDITIONAL PROVISIONS

Section 5.1 Conflicts of Interest. No member of the governing body or other official of the City shall participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Company or successor or on any obligations under the terms of this Agreement.

Section 5.2 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.3 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Company is addressed to or delivered personally to:

Glencoe Hotel Group, LLC  
Attn: Kelly Mahon  
509 10<sup>th</sup> Street East  
Glencoe, MN 55336

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With copy to:

Gavin, Janssen, Stabenow & Moldan, Ltd.  
1017 Hennepin Ave N.  
Glencoe, MN 55336  
mike@gavinlawfirm.com

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Glencoe  
1107 11<sup>th</sup> Street East  
Glencoe, MN 55336

With copy to:

Mark W. Ostlund, City Attorney  
16670 Franklin Trail, Suite 210  
Prior Lake, MN 55372

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.5 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 5.6 Duration. This Agreement shall remain in effect through April 1, 2037, unless earlier terminated or rescinded in accordance with its terms.

Section 5.7 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

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IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf, and the Company has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

**CITY OF GLENCOE, MINNESOTA  
(the "City")**

By \_\_\_\_\_  
Ryan Voss, Its Mayor

By \_\_\_\_\_  
Mark Larson, Its City Administrator

**GLENCOE HOTEL GROUP, LLC (the  
"Company")**

By \_\_\_\_\_  
Kelly Mahon Its \_\_\_\_\_  
\_\_\_\_\_

Its: President

By \_\_\_\_\_  
Carl M. Iliff  
Its: Secretary

By \_\_\_\_\_  
Its \_\_\_\_\_

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State of Minnesota  
County of McLeod

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public within and for said County, personally appeared Ryan Voss and Mark D. Larson, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and the City Administrator of the City of Glencoe, the municipality named in the foregoing instrument, and that the seal affixed to said instrument is the municipal seal of said municipality, and that said instrument was signed and sealed in behalf of said municipality by

authority of its City Council and said Ryan Voss and Mark D. Larson acknowledged said instrument to be the free act and deed of said municipality.

\_\_\_\_\_  
Notary Public of the State of Minnesota.

My commission expires: \_\_\_\_\_

State of Minnesota  
County of McLeod

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, a notary public within and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_, Kelly Mahon and Carl M. Iliff, to me personally known, who, being each by me duly sworn did say that they are ~~respectively~~ the \_\_\_\_\_ President and Secretary the \_\_\_\_\_ of the Glencoe Hotel Group, LLC, the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the municipal seal of said ~~limited liability company corporation~~, and that said instrument was signed and sealed in behalf of said ~~corporation~~ ~~limited liability company~~ by authority of its board of directors and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
A Notary Public for the State of Minnesota.

My commission expires: \_\_\_\_\_

**This document was drafted by:**

Mark W. Ostlund, City Attorney  
Huemoeller, Gontarek & Cheskis, PLC  
16670 Franklin Trail, Suite 210  
Prior Lake, MN 55372

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Separate Agenda Items**



SMALL CITY & BIG FUTURE

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

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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 14, 2022

Re: Item 6B – Special Use Permit Request

Item 6B – It is recommended by the Planning and Industrial Commission to approve the Special Use Permit Request of Tracy Larson, 430 Edgewood Drive for the installation of an above ground pool exceeding 5,000 Gallons. A condition of the permit is the requirement to construct a 6 foot privacy fence around the swimming pool for safety reasons.

**City of Glencoe**  
**Planning and Industrial Commission**  
**Thursday, October 13, 2022**  
**Glencoe City Center West Conference Room**  
**7:00 PM**

The meeting was called to order by Chairperson Wes Olson at 1900 hours. Other Commissioners present were Dave Stark, Barbara Jenneke, Bob Senst and Kevin Dietz. Also present was City Administrator Mark Larson, City Council Liaison Paul Lemke, City Council Members Allen Robeck and Cory Neid.

Also Present was Travis Stradtman and McLeod County Chronicle Publisher Karin Ramige.

**Planning Commission Item one: Approve Minutes of the September 8, 2022, Planning Commission Meeting.**

Jenneke motioned to approve. Senst seconded. Motion passed 5 – 0

Planning Commission Agenda Items were switched around from the original Agenda

**Planning Commission Item two: Helen Baker Estates Subdivision Final Plat.**

The Plat has always been designed for 12 units. Now instead of 6 Twin homes it will be 12 stand alone homes. The 12-unit plan is a better fit with today's market. It is noted that once the Final Plat is adopted for 12 stand alone homes it can't be switched without starting the whole planning process over. There were no other changes. The homes were all going to be slab on grade because of the depth of the Sanitary sewer. The homes were thought to be one level with a double garage and 1100 to 1300 square feet.

Senst motioned to approve the Final Plat. Stark seconded. Motion passed 5 – 0

**Planning Commission Item three: Revisit the Special Use Permit request of Tracy Larson, 430 Edgewood Drive for Installation of an above ground pool exceeding 5,000 gallons. Public Hearing was held on September 8, 2022.**

City Administrator Larson provided a document for information on what the City of Waconia has concerning pools. City Administrator Larson also advised that it was not required that the person requesting the Special Use Permit attend the meeting. City Administrator Larson said that the Special Use Permit and the Building Permit were submitted on or about 08-10-2022. It was also recommended that the Special Use Permit be approved with the requirement of a 6-foot fence for the pool and the completion of the Building Permit.

Dietz motioned that the Special Use Permit be approved with the requirement of a 6-foot fence and the building permit be granted when the conditions have been met. Senst seconded, Motion passed 5 – 0

There also was a motion to recommend that the City Attorney look at revising the City of Glencoe's Ordinances concerning pools requiring a Building Permit and Fence and looking at other cities and how they address this item.

Motion was made by Senst. Olson seconded. Motion passed 5 – 0

**Planning Commission Item four: Update on Variance Permit Request – Dr Kurt Kramer, Multi-Use Building – 1005-1011 Hennepin Avenue North – Reduce the required off-street parking requirement from 2.5 parking stalls per unit to 1 parking stall per efficiency unit of a 3-Unit Apartment Building.**

City Administrator Larson said on 10-12-22 he talked to Dr Kramer and there is nothing further to report at this time. There is no action required.

**Planning Commission Item five: Adjourn**

Stark motioned to adjourn. Senst seconded. Motion passed 5 – 0 at 1923 hours.

Kevin Dietz

Planning Commission Secretary

OFFICE USE

Permit Fee: \$100.00

Date Paid: 8-10-22

\_\_\_\_ Cash

\_\_\_\_ Check # \_\_\_\_\_

☒ Credit Card  
2.5% cc fee = \$2.50

T.T. Staff Initials

## SPECIAL USE PERMIT APPLICATION

Date 8-10-22

Applicant Tracy Larson Phone (320) 497-0207

Owner (if different than applicant) \_\_\_\_\_

Address 430 Edgewood Dr Glencoe, MN 55336

PID # R 22.116.0250 Permit # \_\_\_\_\_

Current Use of Property Residential

Special Use Requested Above ground Pool

Tracy Larson  
Owner Signature

\_\_\_\_\_  
Applicant Signature (if different from Owner)

### PLANNING & INDUSTRIAL COMMISSION ACTION

### CITY COUNCIL ACTION

The Glencoe Planning & Industrial Commission has  
\_\_\_\_ APPROVED \_\_\_\_ DENIED this special  
use application on \_\_\_\_\_,  
20\_\_\_\_. This recommendation will be brought to the  
Glencoe City Council on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Planning Commission Signature

The Glencoe City Council has  
\_\_\_\_ APPROVED \_\_\_\_ DENIED this special  
use application on \_\_\_\_\_, 20\_\_\_\_  
by a vote of \_\_\_\_ to \_\_\_\_.

\_\_\_\_\_  
City Council or Administrator Signature

## Mark Larson

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**From:** Mark Larson  
**Sent:** Thursday, August 11, 2022 7:55 AM  
**To:** Mark Larson  
**Subject:** Pool at 430 Edgewood Drive





Sent from my iPhone

granted for a particular use and not for a particular person or fire. The cancellation of a special use permit shall be considered equivalent to a rezoning, and the same requirements and procedures shall apply. Special Use Permits may be granted or denied in any district by action of the City Council and time limits may be imposed as a condition to the granting of a permit.

- b. Criteria for Granting Special Use Permits. In granting a Special Use Permit, the Council shall consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals, convenience, and general welfare of occupants of surrounding lands, existing and anticipated traffic conditions including parking facilities on adjacent streets and land, and the effect on values of property in the surrounding area, and the effect of the proposed use on the City Plan. If it shall determine by resolution that the proposed use will not be detrimental to the health, safety, convenience, morals, or general welfare of the community nor will cause serious traffic congestion nor hazards, nor will seriously depreciate surrounding property values, and that said use is in harmony with the general purpose and intent of this ordinance and the City Plan, the Council may grant such permits.

- c. Listing of Special Use. Special Use Permits for uses not listed herein shall not be granted except where the Council determines that said uses are similar in character to those listed in this ordinance.

i. In All Residential Districts:

Fraternal organizations.

Accessory structures other than those listed as permitted.

Cemeteries.

Churches, private schools and other institutions.

Greenhouses and seasonal business.

Hospitals, sanitariums, rest homes, boarding homes, lodging houses, tourist homes, day nurseries, nursery schools.

Off-street parking for adjacent commercial or industrial uses, provided the parking is restricted to passenger automobiles.

Residential garage (corner lot).

Fences across front yards that exceed 30 inches in height.

Golf Course.

Swimming Pools (over 5000 gallons capacity).

Public utility buildings and storage.

In R-1 District only two Family Residences.

In R-2 District only Multi-Family residences.

Wildlife sanctuary provided the operation of the same complies with all state regulations.

ii. Business Districts "B-1" will include the following:

In "B-1" Districts - Motels and motor hotels if located on property having frontage on a state or federal highway, provided the number of units is limited to one (1) for each 1,000 square feet of lot area.

Open sales lot or outdoor sales.

Clubs and lodges, non-profit.

Mortuaries and funeral homes.

Private colleges and institutions, nursing homes, rest homes, retirement homes.

Seasonal businesses.

Historical buildings, museums, art institutions.

Advertising signs.

Open (exterior) storage.

Service station.

Commercial recreation.

Fuel sales.

Mortuaries.

Restaurants with live entertainment and dancing.

Veterinary clinic or offices.

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Separate Agenda Items**



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

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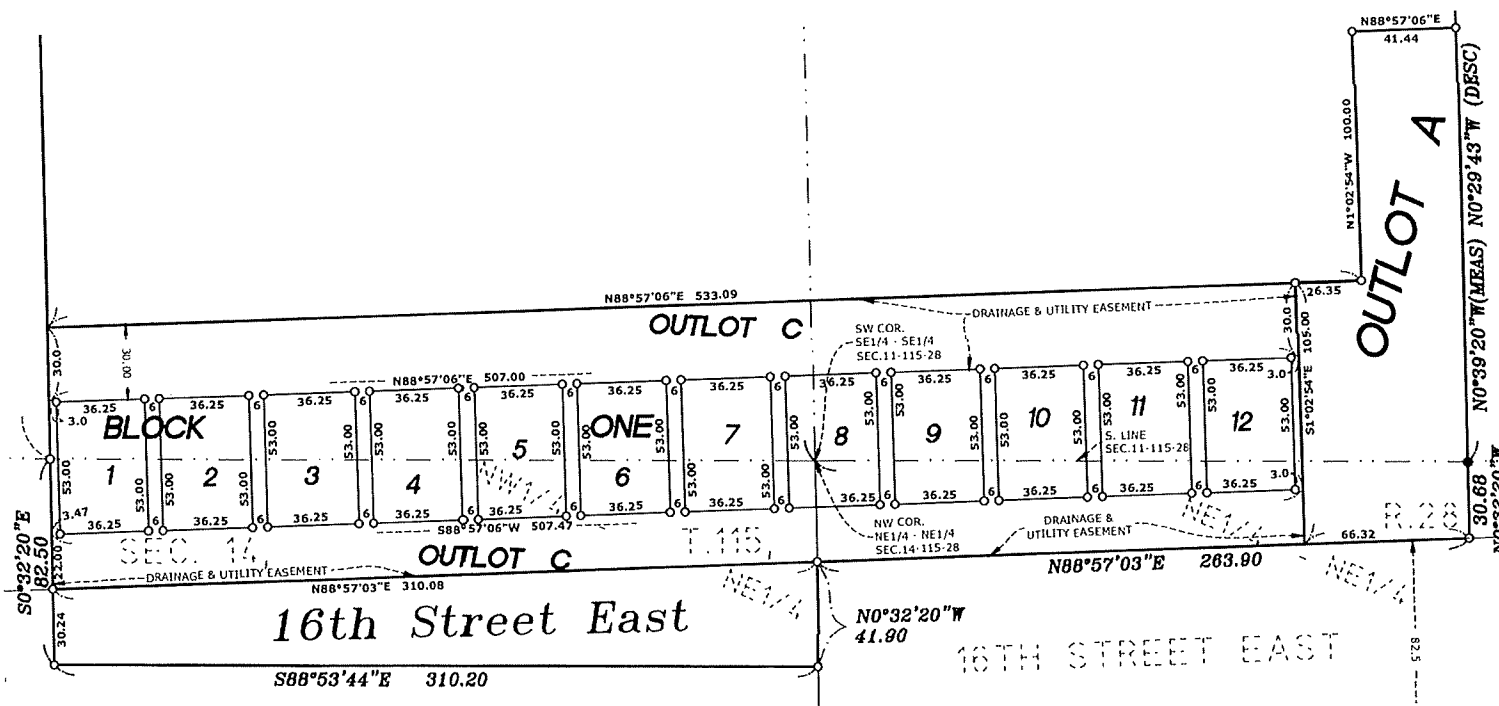
To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 14, 2022

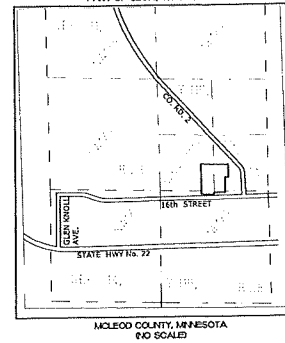
Re: Item 6C – Final Plat of Helen Baker Estates First Edition

Item 6C – It is the recommendation of the Planning and Industrial commission to approve the Final Plat for the Helen Bakers subdivision. It is proposed for a planned unit development with 12 single family homes in the first edition, on 16<sup>th</sup> Street.



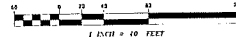
# HELEN BAKER ESTATES

## VICINITY MAP



NORTH

## GRAPHIC SCALE

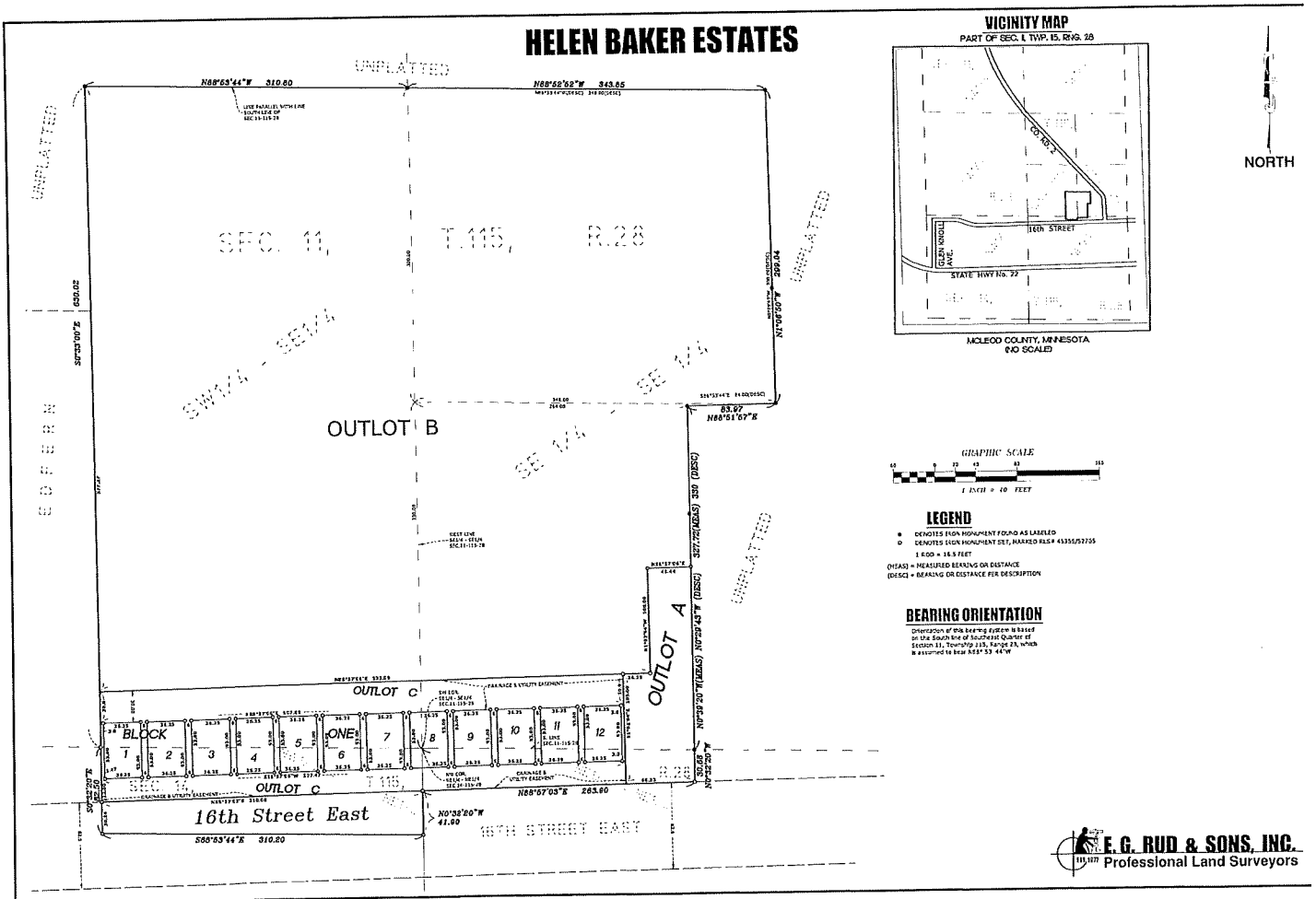


## LEGEND

- DENOTES HIGH MONUMENT FOUND AS LABELED
- DENOTES HIGH MONUMENT SET, MARKED RLS# 4335/5735
- 1.800 = 18.0 FEET
- (HEAS) = MEASURED BEARING OR DISTANCE
- (DESC) = BEARING OR DISTANCE PER DESCRIPTION

## BEARING ORIENTATION

Orientation of this bearing system is based on the South line of Southeast Quarter of Section 11, Township 115 North, Range 28 East, which is assumed to bear  $85^{\circ}53'44''$  W.



**F. G. RUD & SONS, INC.**  
Professional Land Surveyors

# HELEN BAKER ESTATES

## DEDICATION AND OWNER(S) ACKNOWLEDGEMENT

WITNESSETH THAT THESE PRESENTS: That Hawthorne View Estates, LLC, a Minnesota limited liability company, owner of the following described property situated in the City of Carver, County of Wabasha, State of Minnesota do hereby

Commencing at the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 11, in Township 115, North of Range 28 West, Wabasha County, Minnesota, and thence running North 330 feet; thence East 264 feet; thence South 330 feet to the south line of said Section 11, and thence West along said section line 264 feet to the point of beginning.

AND

Commencing at a point on the West line of the Southeast Quarter of the Southwest Quarter of Section 11, in Township 115, North of Range 28 West, and 330 feet North of the Southwest corner of said Southeast Quarter of the Southwest Quarter, and thence North along said line 302 feet; thence East on a line parallel with the south line of said section 348 feet; thence South 300 feet; and thence West on a line parallel with the South line of said section 248 feet to point of beginning.

AND

Commencing at the Southwest corner of the Southwest Quarter of the Southwest Quarter of Section 11, in Township 115, North of Range 28 West, and thence North along the West line of said Southeast Quarter of the Southwest Quarter 630 feet; thence West on a line parallel with the south line of said section 308 feet; thence South to the south line of said section 630 feet; and thence East along the South line of said section 310.2 feet to the point of beginning.

AND

Commencing at the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 14, in Township 115, North of Range 28, and thence East along the North line of said section 264 feet; thence South 30.7 feet; thence West to a point 40.6 feet South of the point of beginning; and thence North 40.6 feet to the point of beginning.

AND

Commencing at the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 14, in Township 115, North of Range 28, and thence West along the North line of said section 310.2 feet; thence South 3 feet; thence East to a point 3 feet South of the point of beginning and thence North 3 feet to the point of beginning.

has caused the same to be surveyed and plotted as HELEN BAKER ESTATES and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

It is further agreed that Hawthorne View Estates, LLC, has caused these presents to be signed by its proper officer this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Signed: Hawthorne View Estates, LLC

Jessica Ann Stephenson, Member

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Jessica Ann Stephenson, Member of Hawthorne View Estates, LLC, on behalf of the limited liability corporation.

(Signature) \_\_\_\_\_

(Name Printed) \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Minnesota

My Commission Expires \_\_\_\_\_

## SURVEYOR CERTIFICATE AND ACKNOWLEDGEMENT

I, Samuel M. Wabash, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical calculations and lines are correctly depicted on this plat; that all monuments depicted on this plat have been correctly set or will be correctly set within one year of recording this plat; that all water boundaries and wet lands are defined in Minnesota Statutes, Section 550.01, Subd. 3, as of the date of the surveyor's certification are shown and located on this plat; and all public uses are shown and located on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Samuel M. Wabash, Land Surveyor  
Minnesota License No. 52760

STATE OF MINNESOTA

COUNTY OF \_\_\_\_\_

This Surveyor's Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Samuel M. Wabash, a Licensed Land Surveyor, Minnesota License No. 52760.

(Signature) \_\_\_\_\_

(Name Printed) \_\_\_\_\_

Notary Public, \_\_\_\_\_ County, Minnesota

My Commission Expires \_\_\_\_\_

## CITY PLANNING COMMISSION

This plat of HELEN BAKER ESTATES was approved by the Planning Commission of the City of Carver, Minnesota, at a meeting thereof, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_, Chair

## CITY COUNCIL

This plat of HELEN BAKER ESTATES was approved by the City Council of Carver, Minnesota this \_\_\_\_\_ day of \_\_\_\_\_, 2022, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 550.03, Subd. 2.

\_\_\_\_\_, Mayor

\_\_\_\_\_, At-Large

\_\_\_\_\_, City Administrator

## DELINQUENT TAXES

I hereby certify there are no delinquent taxes, and transfer was entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_, Wabasha County Recorder

\_\_\_\_\_, Deputy

## WABASH COUNTY RECORDER

I hereby certify taxes payable in the year 20 \_\_\_\_\_ on lands herein described are paid in full.

\_\_\_\_\_, Wabasha County Recorder

\_\_\_\_\_, Deputy

## WABASH COUNTY REGISTRAR OF TITLES

I hereby certify that this plat of HELEN BAKER ESTATES was filed in the office of the Registrar of Titles for record on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_, 2022.

\_\_\_\_\_, Wabasha County Registrar of Titles

\_\_\_\_\_, Deputy





SMALL CITY & BIG FUTURE

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

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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 14, 2022

Re: Item 6D – Policy Changes in the Glencoe Police Department

Item 6D1 – It is recommendation by Chief Padilla to approve the change to the Police Department Policies for the issuance of awards within the department.

Item 6D2 – It is recommendation by Chief Padilla to approve the change to the Police Department Policies regarding Off-duty Employment.

## Glencoe Police Department

# Memo

**To:** Glencoe City Council  
**From:** Tony Padilla- Chief of Police  
**cc:**  
**Date:** October 13, 2022  
**Re:** Policy Updates

---

Glencoe Police Department is requesting to update our awards policy (see attached) and add a policy regarding off-duty employment. (see attached)

**GLENCOE POLICE DEPARTMENT**  
**POLICIES / RULES / PROCEDURES**

*New*

**POLICY NUMBER: 1.13**

**POLICY TITLE: Departmental Awards Program**

**SECTION: Administration**

---

**PURPOSE:** The issuance of awards is encouraged to recognize acts in performance of duty above what is normally expected, and which otherwise distinguish the individual from others performing similar acts or services. To overlook and disregard exceptional performance adversely affects morale and inhibits initiative. On the other hand, a liberal issuance of personal awards will degrade the value of its intended purpose of recognizing exceptional performance.

**POLICY:**

It shall be the policy of the Glencoe Police Department to award members of the community or Department at an annual ceremony. It will be the responsibility of any individual having personal knowledge of an act, achievement, or service believed to warrant an award, to submit a formal recommendation. The following categories of awards will be presented:

- Award of Valor
- Lifesaving Award
- Distinguished Performance Award
- Community-Oriented Policing Award
- 20 Year Service Award
- 15 Year Service Award
- 10 Year Service Award

- 5 Year Service Award
- Citizen's Valor Award
- Citizen's Lifesaving Award

Members of the Glencoe Police Department are eligible for the first four award categories. Citizens recommended for an award will be presented the Outstanding Citizen's Award. There is no limit in the number of awards to be presented. All awards presented to members of the Glencoe Police Department will be recorded in their personnel files.

## **PROCEDURE:**

### **1. Preparations of award recommendations**

#### **(a). Personal Award Originators**

(1). Anyone can recommend an officer for an award. The recommendations will be turned into the Chief of Police

#### **(b). Award recommendation**

(1). The award recommendation will have a summary of action and must be objective in nature, including summary of the officer's performance, and how they accomplished the assigned duty or task. When specific acts and achievements are the basis for an award, statements of persons familiar with the circumstances should be included. Names, places, etc., should be identified. Supervisors will provide prompt attention to each award recommendation.

(2). The Chief of Police will make the appointments to the Awards Committee or designee. All recommendations for awards will be considered by the Awards Committee or designee and categorized according to the circumstances of the act, service, or achievement.

### **1A. Awards Processing**

(a). To ensure timely submission and minimize delays, the award recommendations should not take any longer than 3 weeks from the time of submission to approval/disapproval of the award.

## **1B. Presentation**

- (a). The Chief will present the award to the officer at a department meeting or other formal setting.

## **1C. Administration**

- (a). Awards received by the officer should be documented and added to the officer's personnel file within the police department
- (b). Formal letters of appreciation from outside professional organizations should be placed in the officer's personnel file by the Chief.

## **2. Awards**

### **A. Award of Valor**

- (1) The Award of Valor shall be presented to any member of the Glencoe Police Department who, by his/her acts of bravery or outstanding courage during a tactical situation, exposes oneself to great bodily harm or death. The award presented shall be a plaque and ribbon. (A10808)



### **B. Lifesaving Award**

- (1) The Lifesaving award shall be presented to any member of the Glencoe Police Department who, by his/her acts is deemed to be a lifesaving or life sustaining act.
- (2) This award shall be presented as a ribbon (A3704)



### **C. Distinguished Performance Award**

- (1) The Distinguished Performance Award shall be presented to any member of the Glencoe Police Department who, by his/her acts demonstrate exceptional performance during a critical incident or during the course of their duties consisted

of; extraordinary valor, crime prevention, detective work, community service and relations, juvenile work, drug control and prevention, training, traffic safety, mentoring, and innovative approaches to public safety.

(2) All nominees should have maintained the highest standard of leadership, distinguishing themselves by superior accomplishments, continuing long term involvement, communication, skills that encompass problem solving, planning, organizational performance, professionalism, and effectiveness during the previous calendar year.

(3) Determination of this distinction requires careful consideration of exactly what is or was expected as the ordinary versus what is or was accomplished as extraordinary and distinctive.

(4) This award shall be presented as a ribbon (A10843)



#### D. Community-Oriented Policing Award

(1) The Community-Oriented Policing Award is a yearly award and shall be awarded to officers who; engage in significant problem-solving activities, the creation of productive community partnerships, or the implementation of new policing programs or initiatives that have a significant impact on public safety problems, building and enhancing trust, or respect for police and community satisfaction or have led to reductions in violent crime.

(2) This award shall be issued presented with a certificate

#### E. 20-Year Service Award

(1) The 20-Year Service Award is awarded to officers who have served 20 consecutive years with the Glencoe Police Department

(2) This award shall be presented as a ribbon (A8639-D)



F. 15-Year Service Award

- (1) The 15-Year Service Award is awarded to officers who have served 15 consecutive years with the Glencoe Police Department
- (2) This award shall be presented as a ribbon (A7142-P)



G. 10-Year Service Award

- (1) The 10-Year Service Award is awarded to officers who have served 10 consecutive years with the Glencoe Police Department
- (2) This award shall be presented as a ribbon (A7142-M)



H. 5-Year Service Award

- (1) The 5-Year Service Award is awarded to officers who have served 5 consecutive years with the Glencoe Police Department
- (2) This award shall be presented as a ribbon (A8639-A)



### **3. Citizens Awards**

#### **(A) Citizen's Valor Award**

(1) The Citizen's Valor Award is presented to a citizen who voluntarily puts his safety at risk to aid a police officer or fellow citizen during a criminal act or life-threatening situation.

(2) This award shall be presented as a certificate

#### **(B) Citizen's Life Saving Award**

(1) The Citizen's Life Saving Award is presented to a citizen who voluntarily by his/her acts is deemed to be a lifesaving or life sustaining act.

(2) This award shall be presented as a certificate

## AWARD NOMINATION

CASE FILE NUMBER OF INCIDENT (ICR) \_\_\_\_\_

NAME OF NOMINEE: \_\_\_\_\_

WHY DO YOU FEEL THIS PERSON SHOULD RECEIVE AN AWARD?  
BRIEFLY EXPLAIN:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page, possibly from a spiral-bound notebook as there's a slight shadow on the left edge. The background behind the paper is dark.

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

Signature: \_\_\_\_\_

003

**GLENCOE POLICE DEPARTMENT**  
**POLICIES / RULES / PROCEDURES**

**POLICY NUMBER:** 1.13

**POLICY TITLE:** DEPARTMENTAL AWARDS  
PROGRAM

**SECTION:** ADMINISTRATION

---

**PURPOSE:**

The Glencoe Police Department Awards Program is to provide a tangible means of recognition for acts of heroism, valor, exceptional service, or achievement by community or Department members

**POLICY:**

It shall be the policy of the Glencoe Police Department to award members of the community or Department at an annual ceremony. It will be the responsibility of any individual having personal knowledge of an act, achievement, or service believed to warrant an award, to submit a formal recommendation. The following categories of awards will be presented:

- Award of Valor
- Lifesaving Award
- Award of Excellence
- Department Officer of the Year Outstanding Citizen's Award

Policy 1.13 con't.

Members of the Glencoe Police Department are eligible for the first four award categories. Citizens recommended for an award will be presented the Outstanding Citizen's Award. There is no limit in the number of awards to be presented. All awards presented to members of the Glencoe Police Department will be recorded in their personnel files.

PROCEDURE:

The Chief of Police will make the appointments to the Awards Committee or designee. All recommendations for awards will be considered by the Awards Committee or designee and categorized according to the circumstances of the act, service, or achievement. All nominations should be submitted to the Police Chief.

AWARDS:

**\*\*AWARD OF VALOR\*\***

The Award of Valor shall be presented to any member of the Glencoe Police Department who, by his/her acts of bravery or outstanding courage during a tactical situation, exposes oneself to great bodily harm or death. The award presented shall be a plaque and a uniform ribbon.

Policy 1.13 con't.

AWARD NOMINATION

CASE FILE NUMBER OF INCIDENT (ICR)

NAME OF NOMINEE:

ADDRESS:

(Street)

(City)

(State)

(Zip)

TELEPHONE NUMBER:

WHY DO YOU FEEL THIS PERSON SHOULD RECEIVE AN AWARD?  
BRIEFLY EXPLAIN:

SIGNED  
(optional)

\*\*\*All nominations should be submitted to the Chief of Police

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Separate Agenda Items**

# Outside Employment

## PURPOSE AND SCOPE

To avoid actual or perceived conflicts of interest for Department employees engaging in outside employment, all employees shall initially obtain written approval from the Chief of Police prior to engaging in any outside employment. Approval of outside employment shall be at the discretion of the Chief of Police in accordance with the provisions of this policy.

## DEFINITIONS

**Outside Employment** - The employment of any member of this department who receives wages, compensation or other consideration of value from another employer, organization or individual not affiliated directly with this department for services, product(s) or benefits rendered. For purposes of this section, the definition of outside employment includes those employees who are self-employed and not affiliated directly with this department for services, product(s) or benefits rendered.

**Outside Overtime** - Overtime involving any member of this department who performs duties or services on behalf of an outside organization, company or individual within this jurisdiction on behalf of the Department. Such outside overtime shall be requested and scheduled directly through this department so that the Department may be reimbursed for the cost of wages and benefits.

## OBTAINING APPROVAL

No member of this department may engage in any outside employment without first obtaining prior written approval of the Chief of Police. Failure to obtain prior written approval for outside employment or engaging in outside employment prohibited by this policy is grounds for disciplinary action.

To obtain approval for outside employment, the employee must complete an Authorization Request for Off-Duty Employment that shall be submitted to the employee's immediate supervisor. The application will then be forwarded through the appropriate chain of command to the Chief of Police for consideration. This form shall be submitted in January of each year for continuing employment.

If approved, the employee will be provided with a copy of the approved authorization. Unless otherwise indicated in writing on the approved permit, a permit will be valid through the end of the calendar year in which it is approved. Any employee seeking to continue outside employment shall submit a new Authorization Request for Off-Duty Employment in a timely manner.

Any employee seeking approval of outside employment whose request has been denied shall be provided with a written reason for the denial of the application at the time of the denial and within 30 days of the application.

## *Outside Employment*

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### **APPEAL OF DENIAL OF OUTSIDE EMPLOYMENT**

If an employee's Authorization Request for Off-Duty Employment is denied or rescinded by the Department, the employee may file a written notice of appeal to the Chief of Police within 10 days of the date of denial. Further dispute over outside employment would follow applicable policy and existing labor agreements.

### **REVOCATION/SUSPENSION OF OUTSIDE EMPLOYMENT PERMITS**

Any Authorization Request for Off-Duty Employment may be revoked or suspended after the employee has received written notification of the reasons for revocation or suspension. Revocation will be implemented after the employee has exhausted the appeal process.

The outside employment may be revoked:

- (a) If an employee's performance declines to a point where it is evaluated by a supervisor as needing improvement to reach an overall level of minimum acceptable competency and the outside employment may be related to the employee's performance. The Chief of Police may, at his/her discretion, notify the employee of the intent to revoke any previously approved Authorization Request for Off-Duty Employment. After the appeal process has concluded, the revocation will remain in force until the employee's performance directly related to the outside employment has been reestablished to the minimum level of acceptable competency.
- (b) If, at any time during the term of a valid outside employment authorization, an employee's conduct or outside employment conflicts with the provisions of Department policy, or any law.
- (c) The outside employment creates an actual or apparent conflict of interest with the Department or City.

### **PROHIBITED OUTSIDE EMPLOYMENT**

The Department expressly reserves the right to deny any Authorization Request for Off-duty Employment submitted by an employee seeking to engage in any activity that:

- (a) Involves the employee's use of Department time, facilities, equipment or supplies, the use of the Department badge, uniform, prestige or influence for private gain or advantage.
- (b) Involves the employee's receipt or acceptance of any money or other consideration from anyone other than this department for the performance of an act that the employee, if not performing such act, would be required or expected to render in the regular course or hours of employment or as a part of the employee's duties as a member of this department.
- (c) Involves the performance of an act other than the employee's capacity as a member of this department, that may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other employee of this department.

# Oz Police Department

Oz PD Policy Manual

## Outside Employment

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- (d) Involves time demands that would render performance of the employee's duties for this department below minimum standards or would render the employee unavailable for reasonably anticipated overtime assignments and other job-related demands that occur outside regular working hours.

### OUTSIDE SECURITY EMPLOYMENT

Due to the potential conflict of interest no member of this department may engage in any outside or secondary employment as a private security guard, private investigator or other similar private security position.

Any private organization, entity or individual seeking special services for security or traffic control from members of this department must submit a request to the Chief of Police in advance of the desired service. Such outside overtime will be monitored by the patrol supervisor.

- (a) The applicant will further be required to provide for the compensation and full benefits of all employees requested for such outside security services.
- (b) If such a request is approved, any employee working outside overtime shall be subject to the following conditions:
  - 1. The officer(s) shall wear the Department uniform/identification.
  - 2. The officer(s) shall be subject to all the rules and regulations of this department.
  - 3. No officer may engage in such outside employment during or at the site of a strike, lockout, picket or other physical demonstration of a labor dispute.
  - 4. Compensation for such approved outside security services shall be pursuant to normal overtime procedures.
  - 5. Outside security services, outside employment or outside overtime shall not be subject to the collective bargaining process.
  - 6. No officer may engage in outside employment as a peace officer for any other public agency without prior written authorization of the Chief of Police.

### OUTSIDE OVERTIME ARREST AND REPORTING PROCEDURE

Any employee making an arrest or taking other official law enforcement action while working in an approved outside overtime assignment shall be required to complete all related reports in a timely manner pursuant to Department policy. Time spent on the completion of such reports shall be considered incidental to the outside overtime assignment.

### SPECIAL RESTRICTIONS

Except for emergency situations or with prior authorization from the Division Commander, undercover officers or officers assigned to covert operations shall not be eligible to work overtime or other assignments in a uniformed or other capacity that might reasonably disclose the officer's law enforcement status.

# Oz Police Department

## Oz PD Policy Manual

### Outside Employment

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#### **DEPARTMENT RESOURCES**

Employees are prohibited from using any Department equipment or resources in the course of or for the benefit of any outside employment. This shall include the prohibition of access to official records or databases of this department or other agencies through the use of the employee's position with this department.

#### **CHANGES IN OUTSIDE EMPLOYMENT STATUS**

If an employee terminates his/her outside employment during the period of a valid authorization, the employee shall promptly submit written notification of such termination to the Chief of Police through the appropriate chain of command. Any subsequent request for renewal or continued outside employment must thereafter be processed and approved through normal procedures set forth in this policy.

Employees shall also promptly submit in writing to the Chief of Police any material changes in outside employment including any change in the number of hours, type of duties or demands of any approved outside employment. Employees who are uncertain whether a change in outside employment is material shall report the change.

#### **OUTSIDE EMPLOYMENT WHILE ON DISABILITY OR ADMINISTRATIVE LEAVE**

Department members engaged in outside employment that are placed on disability or administrative leave or modified/light-duty shall inform their immediate supervisor in writing within five days whether they intend to continue to engage in outside employment while on such leave or light-duty status. The immediate supervisor shall review the duties of the outside employment along with any work-related doctor's orders and make a recommendation to the Chief of Police whether such outside employment should continue or be suspended or revoked.

In the event the Chief of Police determines that the outside employment should be discontinued or if the employee fails to promptly notify his/her supervisor of his/her intentions regarding the work permit, a notice of intent to revoke the employee's authorization will be forwarded to the involved employee and a copy attached to the original Authorization Request for Off-Duty Employment. The revocation process outlined in this policy shall be followed.

Criteria for revoking or suspending the outside employment permit while on disability status or administrative leave include, but are not limited to, the following:

- (a) The outside employment is medically detrimental to the total recovery of the disabled employee, as indicated by the City's professional medical advisors.
- (b) The outside employment performed requires the same or similar physical ability, as would be required of an on-duty employee.
- (c) The employee's failure to make timely notice of his/her intentions to their supervisor.
- (d) The outside employment is not compatible with the reason the employee is on administrative leave.

**This Page is Blank to  
Separate Agenda Items**

# CITY OF GLENCOE BILLS

OCTOBER 17, 2022

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

VENDOR	DEPARTMENT: DESCRIPTION	TOTAL
CITY OF GLENCOE EMPLOYEES	MULTIPLE DEPTS.: CITY OF GLENCOE PAYROLL 7-13-22	\$85,495.43
WIRE TRANSFER	MULT DEPTS: STATE SALES TAX	\$28,412.00
WIRE TRANSFER	MULT DEPTS:EMP/CITY PAYROLL TAXES,HSA,PERA,D COMP,CAFE	\$54,775.16
TOTAL PREPAID BILLS ----->		<u><u>\$168,682.59</u></u>

# INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

OCT 17, 2022 - PREPAID BILLS

Date: 10/14/2022

Time: 11:55 am

Page: 1

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
BREAKTHRU BEVERAGE	0513	LIQUOR STORE: MERCH FOR RESALE	174211	07/08/2022	1,316.30
				Vendor Total:	1,316.30
JOHNSON BROS - ST PAUL	0504	LIQUOR STORE: MERCH FOR RESALE	174212	07/08/2022	1,429.35
				Vendor Total:	1,429.35
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR STORE: MERCH FOR RESALE	174213	07/08/2022	763.65
				Vendor Total:	763.65
SOUTHERN GLAZER'S OF MN	1429	LIQUOR STORE: MERCH FOR RESALE	174214	07/08/2022	5,305.10
				Vendor Total:	5,305.10
				Grand Total:	8,814.40
				Less Credit Memos:	0.00
				Net Total:	8,814.40
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	8,814.40
Total Invoices:	4				

# INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

OCT 17, 2022 - PREPAID BILLS

Date: 10/14/2022

Time: 11:56 am

Page: 1

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ARTISAN BEER COMPANY	1258	LIQUOR STORE: MERCH FOR RESALE	174314	07/15/2022	409.80
				Vendor Total:	409.80
BREAKTHRU BEVERAGE	0513	LIQUOR STORE: MERCH FOR RESALE	174315	07/15/2022	7,080.22
				Vendor Total:	7,080.22
JOHNSON BROS - ST PAUL	0504	LIQUOR STORE: MERCH FOR RESALE	174316	07/15/2022	5,931.59
				Vendor Total:	5,931.59
MINNESOTA PUBLIC EMPLOYEE	1439	POLICE: UNION DUES	174317	07/15/2022	126.00
				Vendor Total:	126.00
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR STORE: MERCH FOR RESALE	174318	07/15/2022	7,032.85
				Vendor Total:	7,032.85
SOUTHERN GLAZER'S OF MN	1429	LIQUOR STORE: MERCH FOR RESALE	174319	07/15/2022	7,596.52
				Vendor Total:	7,596.52
				Grand Total:	28,176.98
				Less Credit Memos:	0.00
				Net Total:	28,176.98
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	28,176.98
Total Invoices:		6			

# INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

OCT 17, 2022 - REGULAR BILLS

Date: 10/14/2022

Time: 10:57 am

Page: 1

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
4-SQUARE BUILDERS, INC.	0071	PARK, WATER, WWTP: SHELTER ROOF, LUMBER	0	00/00/0000	2,377.91
				Vendor Total:	2,377.91
A & K REPAIR	0001	ADMIN, LIQUOR STORE: BELTS	0	00/00/0000	70.60
				Vendor Total:	70.60
AHLBORN EQUIPMENT INC.	0303	STREET, PARK: SAFETY EQUIPMENT, GLOVES	0	00/00/0000	176.22
				Vendor Total:	176.22
ALERT-ALL CORP.	1034	FIRE: FIRE SAFETY MATERIALS	0	00/00/0000	2,615.00
				Vendor Total:	2,615.00
ALEX AIR APPARATUS, INC.	2153	FIRE: ANNUAL COMPRESSOR AIR QUALITY TEST & SERVICE	0	00/00/0000	896.06
				Vendor Total:	896.06
AT&T MOBILITY	1205	MULT DEPTS: CELL PHONE BILL	0	00/00/0000	682.48
				Vendor Total:	682.48
BORDER STATES INDUSTRIES INC	0852	STREET, PARK: LIGHT BULBS	0	00/00/0000	261.00
				Vendor Total:	261.00
BRADLEY SECURITY, LLC	0209	CITY CENTER: CAMERA SYSTEM ACCESS CONTROL & SRV PACKAGE	0	00/00/0000	840.00
				Vendor Total:	840.00
BUREAU OF CRIM. APPREHENSIO	1067	POLICE: CONNECTION & OPERATION CHARGES	0	00/00/0000	1,080.00
				Vendor Total:	1,080.00
CARD SERVICES	0330	WATER, WWTP, LIQUOR STORE: OPERATING SUPPLIES, FUEL	0	00/00/0000	390.33
				Vendor Total:	390.33
CENGAGE LEARNING INC-GALE	1828	LIBRARY: BOOKS	0	00/00/0000	374.32
				Vendor Total:	374.32
CENTERPOINT ENERGY	0204	MULT DEPTS: NATURAL GAS	0	00/00/0000	6,642.75
				Vendor Total:	6,642.75
CENTRAL HYDRAULICS	1913	STREET: EQUIPMENT REPAIR PARTS	0	00/00/0000	327.06
				Vendor Total:	327.06
DERO	0819	REIMB: BIKE RACKS	0	00/00/0000	2,186.35
				Vendor Total:	2,186.35
DIAMOND VOGEL PAINTS	1590	STREET: PAINT	0	00/00/0000	1,019.10
				Vendor Total:	1,019.10
DORDING, RYAN	2108	FIRE: TRAFFIC SIGNS REIMB, OFFICE SUPPLIES REIMB.	0	00/00/0000	1,910.56
				Vendor Total:	1,910.56
FAHRENKAMP, SARAH	1652	CITY CENTER: DAMAGE DEPOSIT REFUND	0	00/00/0000	200.00
				Vendor Total:	200.00
FERGUSON WATERWORKS #2518	0567	WATER: WALL FAUCET	0	00/00/0000	49.43
				Vendor Total:	49.43
FLAHERTY & HOOD, P.A.	0441	POLICE: LEGAL FEES	0	00/00/0000	743.75
				Vendor Total:	743.75
FLEET SERVICES DIVISION	2144	POLICE: SQUAD CAR LEASES	0	00/00/0000	3,809.11
				Vendor Total:	3,809.11
FOSTER MECHANICAL, INC.	0647	PARK: FIXTURES FOR OAKLEAF PARK MENS BATHROOM	0	00/00/0000	605.74
				Vendor Total:	605.74
FRANKLIN PRINTING INC.	0085	ADMIN: OFFICE SUPPLIES/ PRINTING	0	00/00/0000	1,150.55

# INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

OCT 17, 2022 - REGULAR BILLS

Date: 10/14/2022

Time: 10:57 am

Page: 2

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	1,150.55
FRITZ'S TINT SHOP	2296	POLICE: VINYL DECALS	0	00/00/0000	80.00
				Vendor Total:	80.00
GACC TOURISM	0168	REIMB: LODGING TAX	0	00/00/0000	536.79
				Vendor Total:	536.79
GALLS, LLC	0452	POLICE: UNIFORMS	0	00/00/0000	32.07
				Vendor Total:	32.07
GAVIN, JANSSEN, STABENOW &	0087	POLICE: LEGAL SERVICES	0	00/00/0000	6,893.25
				Vendor Total:	6,893.25
GILLETTE PEPSI COMPANIES, INC	0496	LIQUOR STORE: MERCH FOR RESALE	0	00/00/0000	519.00
				Vendor Total:	519.00
GLENCOE CO-OP ASSN.	1842	MULT DEPTS: FUEL	0	00/00/0000	7,124.45
				Vendor Total:	7,124.45
GLENCOE FIRE RELIEF ASS'N.	0455	FIRE: FIRE STATE AID & SUPPLEMENTAL BENEFIT	0	00/00/0000	51,298.55
				Vendor Total:	51,298.55
GLENCOE FLEET SUPPLY	2074	MULT DEPTS: REPAIR & MAINT SUPPLIES, SM TOOLS, ANTIFREEZE	0	00/00/0000	316.52
				Vendor Total:	316.52
GOPHER STATE ONE CALL	0482	WATER, WWTP, STORM WATER: LOCATE TICKETS	0	00/00/0000	278.10
				Vendor Total:	278.10
HAWKINS, INC.	1133	WATER: CHEMICALS	0	00/00/0000	4,013.39
				Vendor Total:	4,013.39
HUEMOELLER, GONTAREK &	1800	ADMIN, TAX INC #18: LEGAL SERVICES	0	00/00/0000	10,471.75
				Vendor Total:	10,471.75
JOHN DEERE FINANCIAL	1299	PARK: EQUIPMENT REPAIR	0	00/00/0000	2,057.57
				Vendor Total:	2,057.57
KDUZ - KARP - KGLB	2248	CITY CENTER, LIQUOR STORE: ADVERTISING	0	00/00/0000	726.00
				Vendor Total:	726.00
KWIK TRIP	1653	POLICE: FUEL	0	00/00/0000	1,945.85
				Vendor Total:	1,945.85
LAZY LOON BREWING COMPANY I	0951	REIMB: ECON DEV TAX REIMB	0	00/00/0000	1,237.62
				Vendor Total:	1,237.62
MCLEOD COUNTY SHERIFF'S OFF	1581	POLICE: 2017 FORD EXPLORER	0	00/00/0000	7,000.00
				Vendor Total:	7,000.00
MCLEOD PUBLISHING, INC.	0339	MULT DEPTS: ADVERTISING & PUBLISHING	0	00/00/0000	735.91
				Vendor Total:	735.91
METRO SALES, INC	1066	LIBRARY: OFFICE EQUIPMENT LEASE	0	00/00/0000	197.08
				Vendor Total:	197.08
MINI BIFF	0177	PARK: WASTE REMOVAL	0	00/00/0000	539.93
				Vendor Total:	539.93
MNSPECT	0722	CODE ENFORCE: INSPECTIONS	0	00/00/0000	3,368.61
				Vendor Total:	3,368.61
MORRIS ELECTRONICS INC	1372	POLICE: IT SERVICE	0	00/00/0000	1,351.25
				Vendor Total:	1,351.25
MVTL , INC.	0353	WWTP: LAB TESTING	0	00/00/0000	138.80
				Vendor Total:	138.80

# INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

OCT 17, 2022 - REGULAR BILLS

Date: 10/14/2022

Time: 10:57 am

Page: 3

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
NUVERA	2120	MULT DEPTS: INTERNET, PHONE, IT SUPPORT	0	00/00/0000	4,841.44
				Vendor Total:	4,841.44
OBER, GARRETT	1841	STREET: SAFETY BOOTS REIMB	0	00/00/0000	165.43
				Vendor Total:	165.43
OFFICE OF MN. IT SERVICES	1423	POLICE: INTERNET SERVICE	0	00/00/0000	120.92
				Vendor Total:	120.92
OXYGEN SERVICE COMPANY	0653	STREET: WELDING SUPPLIES	0	00/00/0000	15.00
				Vendor Total:	15.00
PIONEERLAND LIBRARY SYSTEMS	0227	REIMB: CARDS & FINES	0	00/00/0000	44.90
				Vendor Total:	44.90
PLUNKETT'S PEST CONTROL, INC	0446	ADMIN, AQUATIC CENTER, WWTP: PEST CONTROL	0	00/00/0000	251.63
				Vendor Total:	251.63
PREMIUM WATERS, INC.	1081	LIBRARY: WATER	0	00/00/0000	41.99
				Vendor Total:	41.99
SAM'S TIRE SERVICE INC.	0250	STREET: TIRE REPLACEMENTS	0	00/00/0000	432.50
				Vendor Total:	432.50
SHRED-N-GO, INC	0032	FINANCE, POLICE: PAPER SHREDDING SERVICE	0	00/00/0000	79.08
				Vendor Total:	79.08
STAR GROUP, L.L.C.	0972	MULT DEPTS: EQUIPMENT REPAIR PARTS	0	00/00/0000	228.61
				Vendor Total:	228.61
THOMSON REUTERS	1260	POLICE: INVESTIGATION MATERIALS	0	00/00/0000	171.55
				Vendor Total:	171.55
TRI-COUNTY WATER	1016	STREET, REIMB, AIRPORT: WATER	0	00/00/0000	164.00
				Vendor Total:	164.00
TWIN CITIES & WESTERN R.R.	0590	REIMB: TAX REIMBURSEMENT	0	00/00/0000	290.00
				Vendor Total:	290.00
TWS-OPSEC ARMS	0705	POLICE: OPTICS	0	00/00/0000	783.00
				Vendor Total:	783.00
				Grand Total:	136,900.86
				Less Credit Memos:	0.00
				Net Total:	136,900.86
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	136,900.86
Total Invoices:	58				

**Glencoe Municipal Liquor Store  
Profit & Loss Statement for May 2022**

<b>Sales</b>	
Liquor	64,322.96
Beer	126,374.27
Wine	14,855.20
Other Merchandise	4,806.72
<b>Total Sales</b>	<u>210,359.15</u>

<b>Cost of Sales</b>	
Beginning Inventory	409,933.51
Purchases	157,228.68
<b>Total Merch. Avail. for Sale</b>	<u>567,162.19</u>
Less Inventory Ending	407,518.91
<b>Cost of Sales</b>	<u>159,643.28</u>
<b>Gross Profit on Sales</b>	50,715.87
	24.11%

<b>Operating Expenses</b>	
Sales Tax (Use tax)	98.00
Full-Time Employees	5,711.14
Full-Time Employees- Overtime	0.00
Part-Time Employees	4,457.99
PERA Contributions	763.77
FICA Contributions	626.14
Medicare Contributions	146.43
Health & Life Insurance	2,310.96
Operating Supplies	7,129.85
Cleaning Supplies	0.00
Repair & Maintenance	2,047.32
Professional Services	0.00
Training	759.00
Computer Repair/Equipment	0.00
Telephone	66.22
Travel Expense	0.00
Advertising	749.74
Printing & Binding	0.00
Electricity	907.33
Natural Gas	313.37
Uniforms	0.00
Miscellaneous	327.65
<b>Sub-total</b>	<u>26,414.91</u>
Insurance- Liquor, Property, Gen'l Liability	787.51
Depreciation	3,587.18
Audit	250.00
Worker's Comp	456.92
Bond Interest	1,042.29
<b>Total Operating Expenses</b>	<u>32,538.81</u>

<b>Non-Operating Expenses/Income</b>	
Interest Income	6.09
Miscellaneous	0.00
Sales Tax Variance	1.99
Cash Drawer +/-	11.45
Bottle Deposit/Paid Out	0.00
Bad/Collected Checks	0.00
<b>Total Non-Operating Exp./Inc.</b>	<u>19.53</u>

<b>Net Income</b>	18,196.59
<b>Year-To-Date Income</b>	82,155.41

**Comparative Figures**

**Previous Year (2021)**

Total Sales	228,283.34
Gross Profit on Sales	60,116.93
Total Operating Expenses	27,839.47
Total Non-Operating Exp./Inc.	(105.04)
Net Income	32,172.42
Year-To-Date Income	109,720.07

Current YTD Cash Balance	92,743.25
Last Month YTD Income	63,958.82



SMALL CITY & BIG FUTURE

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

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To: City Council

Date: 10/08/2022

From: Jon VanDamme

Re: Monthly Sales Summary – Glencoe Wine & Spirits

	<u>Monthly (September) Sales</u>	<u>Year-to-date Sales (1/1-9/30)</u>
2022	\$223,195.97 (GP 26.0%)	\$1,923,968.26
<u>2021</u>	<u>\$211,739.88</u>	<u>\$1,941,333.87</u>
	+5.41%	-0.89%

September was up from last year +\$11k. We had an extra Friday this year compared to last, but we would have been up even without the extra Friday. Customer counts were up 231 transactions from last year, while item count was up 267 items. Average transaction size was up: \$27.62 compared to \$26.97 last year. We continue to see costs and retails going up. Road construction hurt sales a bit the last 2 weeks of the month.

- Beer sales were up +6.9%, with some strong increases in Domestics +7.9%, Imports +24.2%, Malt bev +19.4%, while others were down Craft -5.4%, and Seltzers -15.8%. It looks like Seltzers are stabilizing, while still down significantly. I expected Craft to be up with the some promotion, but they were still off.
- Liquor sales were up +5.8%. Again, Pre-Mix (+124.0% +\$3,142) was the vast majority of the increase in Liquor. The other significant increase categories were Bourbon (+7.4%), Liqueurs (+8.0%), and Rum (+7.1). Liquor sales seem to be softening a bit, it could be due to some cost increases, but it could be due to shifting trends, as the local bars have seem to be doing well.
- Wine sales were down -6.4%, with not much for highlights. Bubbly (+77.4%) and Sauvignon Blanc (+48.4%) were the only bigger increase categories, most others were flat or down. The wine sale that started at the end of the month gave sales a little boost.
- September promotions included the Labor Day wine sale, some Facebook posts promoting the football season and other seasonal posts, along with some aggressively priced monthly promotions.
- YTD Quantity Sold – Product Count (1/1-9/30)

2022	134,514	(-4.6%)
<u>2021</u>	<u>140,958</u>	

## Sales Item Report

Glencoe Municipal Liquor

Sorts: Department Description

9/1/2022 - 9/30/2022

10/13/2022 2:52:11 PM

Page 1

Description 1	Description 2		Class Desc	Item #		Manufacturer		Size		Style		Color				
	Avg Cost	Price 1		GP %	SaleQty	Ext Cost	Ext Disc	Sales	Gross Profit	GP %	Min Qty	On Order	QoH	PtD Qty	MtD Qty	YtD Qty
Dept Desc: BEER - 10																
Subtotal 501		Dept Desc: BEER - 10	8199.00		93915.48	140.51	120686.19	26775.74	22.2			6437.00	548.00	2725.00	64586.00	80824.00
Dept Desc: LIQUOR - 20																
Subtotal 715		Dept Desc: LIQUOR - 20	5292.00		44324.34	156.55	61520.83	17197.96	28.0			18216.00	509.00	2028.00	45218.00	54159.00
Dept Desc: MISC 7.375% TAX																
Subtotal 88		Dept Desc: MISC 7.375% TAX	773.00		2370.64	3.89	3275.26	904.70	27.6			1340.00	40.00	255.00	6363.00	8755.00
Dept Desc: MISC BEER																
Subtotal 1		Dept Desc: MISC BEER	2.00		0.00	0.00	34.98	34.98	100.0			0.00	0.00	0.00	30.00	40.00
Dept Desc: MISC LIQUOR																
Subtotal 1		Dept Desc: MISC LIQUOR	-1.00		0.00	0.00	-2.00	-2.00	0.0			0.00	4.00	4.00	11.00	14.00
Dept Desc: MISC NONTAX																
Subtotal 3		Dept Desc: MISC NONTAX	371.00		970.75	0.00	1556.69	585.94	37.6			118.00	22.00	96.00	2032.00	2.00
Dept Desc: WINE - 30																
Subtotal 458		Dept Desc: WINE - 30	1347.00		10712.96	386.11	16285.19	5572.30	34.2			8964.00	100.00	392.00	10259.00	15097.00
Total 1767			15983.00		152294.17	687.06	203357.14	51069.62	25.1			35075.00	1223.00	5500.00	128499.0	158891.0

# Sales Item Report

Glencoe Municipal Liquor

Sorts: Department Description, Description 1

9/1/2021 - 9/30/2021

10/1/2022 8:07:37 AM  
Page 1

Description 1		Description 2		Class Desc		Item #		Manufacturer		Size		Style		Color	
Avg Cost	Price 1	GP %	SaleQty	Ext Cost	Ext Disc	Sales	Gross Profit	GP %	Min Qty	On Order	QoH	PtD Qty	MtD Qty	YtD Qty	PY Qty
Dept Desc: BEER - 10															
Subtotal 539		Dept Desc: BEER - 10	7950.00	90284.10	197.20	112857.84	22581.25	20.0			6011.00	959.00	0.00	57573.00	88325.00
Dept Desc: LIQUOR - 20															
Subtotal 642		Dept Desc: LIQUOR - 20	5161.00	43349.61	131.70	58129.12	14781.17	25.4			16625.00	684.00	0.00	39358.00	56835.00
Dept Desc: MISC 7.375% TAX															
Subtotal 91		Dept Desc: MISC 7.375% TAX	732.00	2494.09	4.79	3237.26	743.46	23.0			1207.00	86.00	0.00	5997.00	9242.00
Dept Desc: MISC BEER															
Subtotal 1		Dept Desc: MISC BEER	11.00	0.00	0.00	59.89	59.89	100.0			0.00	0.00	0.00	30.00	40.00
Dept Desc: MISC LIQUOR															
Subtotal 1		Dept Desc: MISC LIQUOR	0.00	0.00	0.00	0.00	0.00	0.0			0.00	0.00	0.00	7.00	14.00
Dept Desc: MISC NONTAX															
Subtotal 2		Dept Desc: MISC NONTAX	334.00	790.90	0.00	1209.18	418.28	34.6			0.00	0.00	0.00	864.00	3830.00
Dept Desc: WINE - 30															
Subtotal 515		Dept Desc: WINE - 30	1528.00	11931.71	780.02	17398.20	5466.53	31.4			8851.00	174.00	0.00	9766.00	17348.00
Total 1791			15716.00	148850.41	1113.71	192891.49	44050.58	22.8			32694.00	1903.00	0.00	113595.0	175634.0

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Glencoe Municipal Liquor

Sorts: Department Description

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Description 1		Description 2		Class Desc Ext Desc	Sales	Gross Profit	Item #		Manufacturer		Size		Style		Color	
Avg Cost	Price 1	GP %	SaleQty				Ext Cost	GP %	Min Qty	On Order	QoH	PtD Qty	MtD Qty	YtD Qty	PY Qty	
Dept Desc: BEER - 10																
Subtotal 729	Dept Desc: BEER - 10	65348.00		788691.80	1642.21	1004126.10	215468.77	21.5		6648.00	558.00	2758.00	68106.00	89161.00		
Dept Desc: LIQUOR - 20																
Subtotal 1196	Dept Desc: LIQUOR - 20	47013.00		408272.81	1517.11	556838.73	148580.37	26.7		21494.00	525.00	2104.00	49117.00	59967.00		
Dept Desc: MISC 7.375% TAX																
Subtotal 129	Dept Desc: MISC 7.375% TAX	6468.00		21350.58	7.78	28452.91	7103.47	25.0		1511.00	44.00	264.00	6732.00	9589.00		
Dept Desc: MISC BEER																
Subtotal 1	Dept Desc: MISC BEER	30.00		0.00	0.40	307.70	307.70	100.0		0.00	0.00	0.00	30.00	40.00		
Dept Desc: MISC LIQUOR																
Subtotal 1	Dept Desc: MISC LIQUOR	7.00		0.00	0.00	95.79	95.79	100.0		0.00	4.00	4.00	11.00	14.00		
Dept Desc: MISC NONTAX																
Subtotal 5	Dept Desc: MISC NONTAX	2800.00		7046.05	0.00	11472.13	4426.08	38.6		118.00	22.00	96.00	2896.00	3832.00		
Dept Desc: MISC WINE																
Subtotal 1	Dept Desc: MISC WINE	3.00		0.00	0.00	19.97	19.97	100.0		0.00	0.00	0.00	3.00	4.00		
Dept Desc: WINE - 30																
Subtotal 959	Dept Desc: WINE - 30	12845.00		101350.25	3017.84	151453.02	50103.05	33.1		14149.00	120.00	498.00	13343.00	20476.00		
Total 3021																
		134514.0		1326711.49	6185.34	1752766.35	426105.20	24.3		43920.00	1273.00	5724.00	140238.0	183083.0		

# Sales Item Report

Glencoe Municipal Liquor

Sorts: Department Description

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Description 1		Description 2		Class Desc		Item #		Manufacturer		Size		Style		Color	
Avg Cost	Price 1	GP %	SaleQty	Ext Cost	Ext Disc	Sales	Gross Profit	GP %	Min Qty	On Order	QoH	PtD Qty	MtD Qty	YtD Qty	PY Qty
Dept Desc: BEER - 10															
Subtotal 764	Dept Desc: BEER - 10		72034.00	839743.10	2047.44	1026522.78	186819.93	18.2			5684.00	510.00	2545.00	62330.00	93185.00
Dept Desc: LIQUOR - 20															
Subtotal 1128	Dept Desc: LIQUOR - 20		44603.00	402902.35	1125.85	538915.79	136025.65	25.2			18894.00	504.00	1911.00	44414.00	61894.00
Dept Desc: MISC 7.375% TAX															
Subtotal 128	Dept Desc: MISC 7.375% TAX		7182.00	24389.84	35.49	31292.22	6903.07	22.1			1372.00	39.00	248.00	6481.00	9672.00
Dept Desc: MISC BEER															
Subtotal 1	Dept Desc: MISC BEER		18.00	0.00	0.00	136.20	136.20	100.0			0.00	0.00	0.00	30.00	40.00
Dept Desc: MISC LIQUOR															
Subtotal 1	Dept Desc: MISC LIQUOR		6.00	0.00	0.00	53.46	53.46	100.0			0.00	4.00	4.00	11.00	14.00
Dept Desc: MISC NONTAX															
Subtotal 2	Dept Desc: MISC NONTAX		3200.00	7961.80	4.43	11601.30	3639.50	31.4			0.00	0.00	0.00	864.00	3830.00
Dept Desc: MISC WINE															
Subtotal 1	Dept Desc: MISC WINE		3.00	0.00	0.00	38.47	38.47	100.0			0.00	0.00	0.00	3.00	4.00
Dept Desc: WINE - 30															
Subtotal 951	Dept Desc: WINE - 30		13912.00	107748.70	3132.69	160074.78	52326.76	32.7			12492.00	114.00	470.00	12429.00	21225.00
Total 2976			140958.0	1382745.79	6345.90	1768635.00	385943.04	21.8			38442.00	1171.00	5178.00	126562.0	189864.0

**CITY OF GLENCOE  
DEPARTMENT SUPERVISOR  
MONTHLY SUMMARY REPORT**  
(Due by 10th of each month)

**Department:** Streets/Parks/Airport/Cemetery

**Supervisor Name:** Jamie Voigt

**Month:** September 2022

**Week of 9/5/22**

Pool shut down  
Mowing Route/Push route  
Mowing Oak Leaf route  
Flail mowing ponds  
Manhole repair Hwy 22 project  
Garbage route/bathrooms/shelters  
Equipment maintenance/repairs

**Week of 9/12/22**

Detail breakroom, bathrooms  
Mowing Route/Push route  
Mowing Oak Leaf route  
Fire Extinguisher/Ladder inspections  
Flail mowing ponds  
Street sweeping  
Temp bike lane install  
Mosquito spraying  
Cemetery burial (1)  
Garbage route/bathrooms/shelters  
Equipment maintenance/repairs


**Week of 9/19/22**

Detail breakroom, bathroom  
Pool shut down  
Mowing Oak Leaf route  
Airport small mowers/weed whip  
Flail mowing ponds  
Street sweeping  
Bundle campground wood  
Striping curbs/crosswalks  
Signs removal/install  
Cemetery Cremation (1) Mark (1) Show (1)  
Garbage route/bathrooms/shelters  
Equipment maintenance/repairs

**Week of 9/26/22**

Detail breakroom/bathrooms/shop/trucks  
Mowing Route/Push route  
Mowing Oak Leaf route  
Airport batwing  
Street sweeping  
Flail mowing ponds  
Temp bike lane removal  
Leaf Vac prep  
Curb removal  
PD step removal  
Oscar Olson bathroom remodel prep  
Water trees central storm  
Cemetery cremation (1) Mark (1)  
Garbage route/bathrooms/shelters  
Equipment maintenance/repairs

Signature: \_\_\_\_\_

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and cursive, appearing to be 'P. J. G.' followed by a large, looping flourish.