



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

GLENCOE CITY COUNCIL MEETING AGENDA

April 17, 2023 – 7:00pm

City Center Ballroom

- 1. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**
- 2. APPROVE THE AGENDA**
- 3. CONSENT AGENDA**
 - A. Approve City Council Minutes of April 3, 2023
 - B. Approve a Temporary Liquor License to First Congregational Church
- 4. PUBLIC COMMENT (agenda items only)**
- 5. PUBLIC HEARINGS –**
 - A. Public Hearing on Tax Increment District for Bus Garage Project
 1. Presentation of Bus Garage Project for RDV Companies – Terry Schneider, Project Developers
 2. Approve/Deny Approval of Tax Increment Number 20 – Resolution 2023 – Assistant City Administrator
 3. Approve/Deny Approval of Development Agreement with RDV Companies – City Attorney
- 6. BIDS AND QUOTES**
 - A. Quote for 2023 Sanitary Sewer Manhole Rehabilitation – Public Works Director
 - B. Agreement 2023 – 03 to replace Railroad Crossing Surface on Greeley Avenue – City Administrator
- 7. REQUESTS TO BE HEARD**
 - A. Appointment of Police Officer – Police Chief
 1. Approve Memorandum of Understanding with Glencoe Police Union for Stipend for Bilingual services
 2. Approve appointment of Marco Miranda to position of Police Officer
 - B. Set Transportation Workshop with McLeod County for Monday, April 24, 2023 at 5:00 PM – City Administrator
 - C. Sign Grant Application for CorTrust Bank – EDC Recommendation
- 8. ITEMS FOR DISCUSSION**
 - A. Establishment of an Economic Development Authority presentation – City Attorney
 - B. Review the need for Compensation Study – City Administrator
 - C. Review Amendment to Ordinance 701 – Dogs, Cats and Wild Animals, specifically Chickens and Farm Animals – City Attorney
 - D. 2023 Legislative Update – City Administrator

9. ROUTINE BUSINESS

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

10. ADJOURNMENT

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

City Staff: City Administrator Mark Larson, City Attorney Mark Ostlund, Public Works Director Mark Lemen, Public Works Director Jamie Voigt, Assistant City Administrator Jon Jerabek, Finance Director Todd Trippel, Deputy City Clerk Kelly Hayes, Officer Ian Coates

Others: Lowell Anderson, Rich Glennie, Milan Alexander, Al Robeck, Karin Ramige

1. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Voss called the meeting to order at 7:00pm with all members present.

2. CONSENT AGENDA

- A.** Approve City Council Minutes of March 20, 2023
- B.** Approve liquor license renewal for Coborns and Glencoe Softball Association
- C.** Approve 2022 Book Transfers

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

3. PUBLIC COMMENT (agenda items only)

4. PUBLIC HEARINGS – None Scheduled

5. BIDS AND QUOTES

- A.** Equipment Certificate of Indebtedness for Fire Truck purchase – Resolution 2023-07 – Mark Ostlund, City Attorney

Motion: Neid, seconded by Hueser to approve Resolution 2023-07, Equipment Certificate of Indebtedness for Fire Truck purchase. All in favor, motion carried.

6. REQUESTS TO BE HEARD

- A.** Lease Amendment with Glencoe Historical Preservation Society for Storage Room – City Administrator

Motion: Lemke, seconded by Hueser to approve the Lease Amendment with Glencoe Historical Preservation Society for Storage Room. All in favor, motion carried.

- B.** “Agenda Approval” as an Agenda Item – City Administrator

Motion: Lemke, seconded by Neid to add Agenda Approval to the agenda. All in favor, motion carried.

- C.** Agency Agreement with MNDOT for Federal Funds – Resolution 2023 -08 – City Administrator

Motion: Neid, seconded by Lemke to approve Resolution 2023-08 Agency Agreement with MNDOT for Federal Funds. All in favor, motion carried.

7. ITEMS FOR DISCUSSION

- A.** Jurisdictional Turnback and Road classification – Public Open House

Looking at holding a Public Open House for Jurisdictional Turnback and Road classification. A date has not been set yet. Hueser asked if the City and the County could have a joint meeting to discuss this prior to holding a Public Open House.

Motion: Hueser, seconded by Duvall to conduct a joint workshop session with the County and our Administrators to go over this in more detail. All in favor, motion carried.

- B.** Library update – Pioneerland Librarian Position – City Administrator

Interviews for the Head Librarian position were held last week. Larson was hoping to have an announcement, however, he has not heard back from Pioneerland on who was offered the position.

8. ROUTINE BUSINESS

A. Project Updates

Public Works Director Jamie Voigt noted that they hope to be able to start working on the potholes, however, he has not received notification that the hot mix is ready. There is a form on the City website (glencoemn.org) that residents can complete to notify the City on where there are potholes.

B. Economic Development

C. Public Input

D. Reports

E. City Bills

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

9. ADJOURNMENT

Motion: Neid, seconded by Hueser to adjourn at 7:27pm. All in favor, motion carried.

Ryan Voss, Mayor

Mark Larson, City Administrator

CITY COUNCIL RESOLUTION VOTING

Resolution 2023-07, Equipment Certificate of Indebtedness for Fire Truck purchase

YES Luz Duvall

YES Sue Olson

YES Mark Hueser

YES Paul Lemke

YES Cory Neid

Resolution 2023 -08, Agency Agreement with MNDOT for Federal Funds

YES Luz Duvall

YES Sue Olson

YES Mark Hueser

YES Paul Lemke

YES Cory Neid



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

Event name: Spring Fling Location: 1400 Elliott Ave N

Date(s) of the event: 5/21/2023 Time(s) of event: 12-4pm

Group name or organization: First Congregational Church Contact Name: Adam Thompson, Pastor

Address: 1400 Elliott Ave N City: Glencoe Zip: 55336

Email: pastor@firstcongregationalchurch.org Phone: 952-239-5893

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: 150

Event Description: Free outdoor community music event. Event to include 2 live bands, activities for youth, food
and beer available for purchase and provided by Lazy Loon Brewing Co. (temporary liquor lic. and liability
insurance will be obtained). Free will offering to benefit 2B Continued local non-profit.

Assistance Requested: Street closure and picnic tables (6-8)

Street Closure Request - Describe the name and sections of the streets for requested closure.
Close 14th St east of Elliott Ave N to west of alleyway between Elliott and Ford.

Date/Time for beginning of street closure: 10:30am on 5/21/23

Date/Time for reopening of streets: 5:30pm on 5/21/23

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

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.

Adam Thompson

Digitally signed by Adam Thompson
Date: 2023.04.11 16:12:41 -0500

4/11/2023

Signature

Date

City Staff Use Only

Date Received: _____

Public Works Director Street/Parks Recommendation:

Approve ☒ Deny ☐

Comments: Barricades and cones will be dropped off the Friday before. Placed on boulevard by X. Owner responsible to put out and take down.

Chief of Police Recommendation:

Approve ☒ Deny ☐

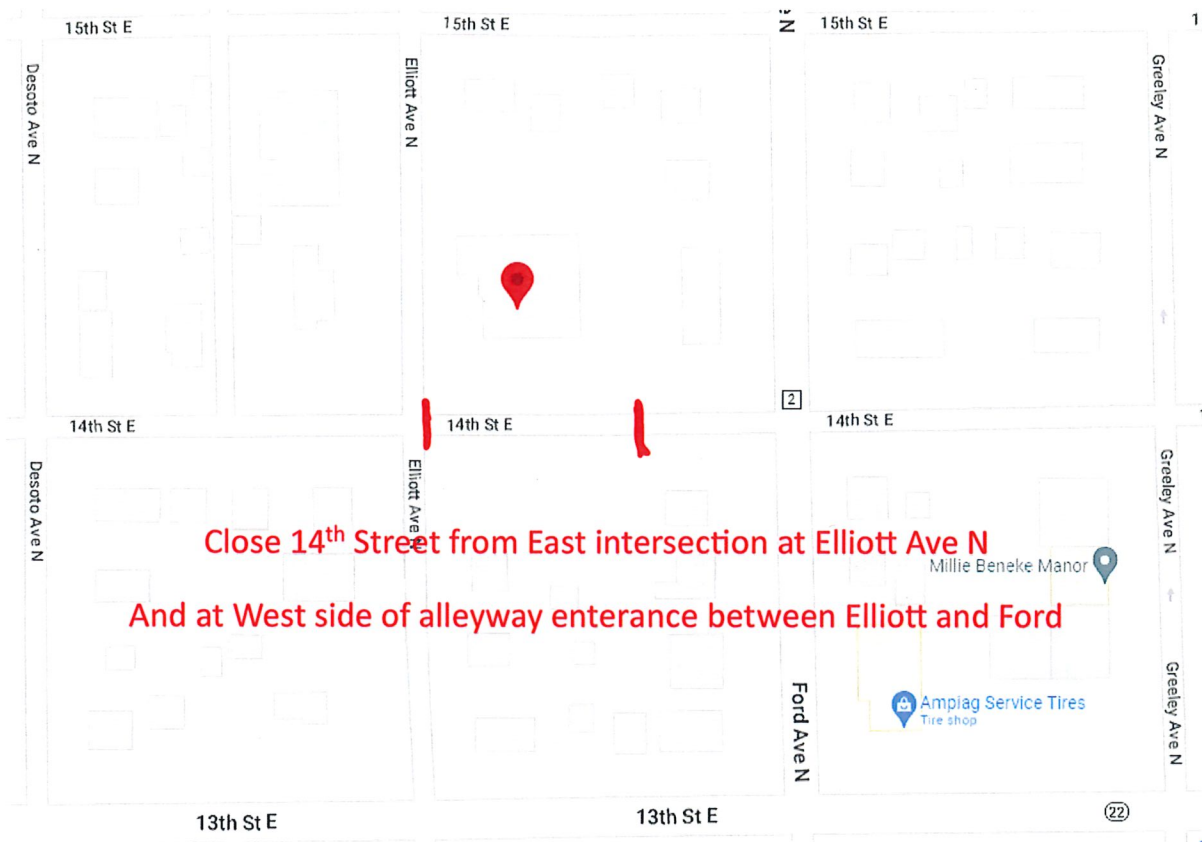
Comments: _____

City Council: Approve ☐ Deny ☐

Date: _____

Adopted: 6.6.2022

Street Closure request for "Spring Fling" event on 5/21/23





SMALL CITY & BIG FUTURE

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

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separate agenda items**



SMALL CITY & BIG FUTURE

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

To: City Council

Date: April 17, 2023

From: Jon Jerabek, Assistant City Administrator

Re: Bus Garage Redevelopment and TIF Request

Ryan Voss of RDV Companies has requested that a Redevelopment Tax Increment District be established for the proposed redevelopment of the Bus Garage site at 1203 12th St E, Glencoe MN 55336. They have provided a project narrative, sales projections, investment costs, drawings, financing commitment, and letter of request. The funding sources are listed below.

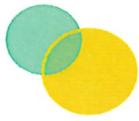
Bank Note – Security Bank & Trust	\$ 800,000
TIF NOTE – Security Bank & Trust	\$ 200,000
Equity – RDV Companies	<u>\$ 100,000</u>
Total	\$1,100,000

At the request of RDV Companies, the EDC reviewed the TIF request at its regular meeting on January 25, 2023. The EDC unanimously voted to recommend that the City Council authorize Shannon Sweeney (David Drown Associates) to draft a TIF Redevelopment District and to authorize the City Attorney to draft a development agreement.

Shannon Sweeney, David Drown Associates, has prepared a TIF Plan per the direction of the City Council at its meeting on February 21, 2023. Shannon will present the plan at the meeting on Monday, April 17.

Terry Schneider, Project Developers, will be present and representing RDV Companies at the City Council meeting.

There is no recommendation from City Staff on this request.

**DDA****David Drown Associates, Inc.
Public Finance Advisors**

Cologne Office:
10555 Orchard Road
Cologne, MN 55322
Phone: (952) 356-2992
shannon@daviddrown.com

April 12, 2023

City of Glencoe
Attn: Jon Jerabek, Assistant City Administrator
1107 11th Street E
Glencoe, MN 55336

**RE: Tax Increment Financing District 3-20
Bus Garage Redevelopment Project**

Dear Mr. Jerabek:

RDV Companies has submitted a tax increment financing request for the redevelopment of the former bus garages located at 1203 12th Street East. RDV Companies is proposing to convert the facilities to individually owned garage spaces that would receive significant improvement including a new metal exterior, a new roof, replacement of the interior concrete floor, and the installation of a new driveway. The City Council has called for a public hearing to be held on April 17, 2023, to receive public comment regarding the creation of Tax Increment Financing District 3-20 that would be created in support of this request.

Tax Increment Financing or TIF is a tool that captures new property taxes that are generated as a result of new development that occurs within the boundaries of a designated TIF District. For a redevelopment project, this capture period can extend for up to 26-years. RDV Companies has requested that tax increments generated by the redevelopment of the existing bus garages be reimbursed to assist in the cost of the improvements outlined above.

In order for tax increment financing to be available for the project, the City must undertake the process to create a tax increment district. The bus garages have been inspected and were found to be structurally substandard which is a requirement for the creation of a redevelopment district. Copies of the tax increment plan (attached) were also distributed to the County and School District in advance of the public hearing providing both entities with an opportunity to comment on the proposed plan.

While the tax increment district is the tool for providing the subsidy, the development agreement is the document that will define the terms of the subsidy. A redevelopment tax increment district can remain in existence for as long as 26-years of increment collection, but by statute it is required to be decertified after 5-years from the certification date once existing obligations have been fulfilled. This means the TIF District would be decertified once the terms of the subsidy with RDV Companies are satisfied, or the agreement is terminated due to default.

Attached you will find a draft resolution providing for the adoption of the proposed tax increment financing plan. I will be available at the public hearing to discuss the draft TIF plan and resolution in detail.

Please feel free to contact me with any questions regarding the information provided.

Sincerely,

Shannon Sweeney, Associate
David Drown Associates, Inc.

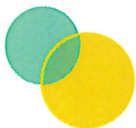
DRAFT

City of Glencoe, Minnesota

Tax Increment Financing Plan for Tax Increment Financing District No. 3-20

(Bus Garage Redevelopment Project)

Proposed for Adoption: April 17, 2023



DDA

David Drown Associates, Inc.
Public Finance Advisors

Minneapolis Office:
5029 Upton Avenue South
Minneapolis, MN 55410
612-920-3320 (phone); 612-605-2375 (fax)
www.daviddrown.com

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Tax Increment Financing Plan for Tax Increment Financing District No. 3-20

Introductory Statement:

The primary purpose of this TIF District and Plan is to promote private redevelopment within the boundaries of the TIF District. Specifically, the proposed project will redevelop two former attached bus garages that has been found to be substandard.

Section 1 Definitions

The terms defined in this section have the meanings given herein, unless the context in which they are used indicates a different meaning:

"Authority" means the City Council of the City of Glencoe, Minnesota.

"City" means the City of Glencoe, Minnesota.

"City Council" means the City Council of the City of Glencoe, Minnesota.

"County" means McLeod County, Minnesota.

"County Board" means the County Board of McLeod County.

"Developer" means any person undertaking construction or renovation in the Project Area including RDV Companies, Inc.

"Development District" means Municipal Development District No. 3 in the City.

"Development Program" means the Development Program for the Development District.

"Project Area" means the geographic area of the Development District.

"School District" means School District No. 2859 (Glencoe-Silver Lake Public Schools).

"State" means the State of Minnesota.

"TIF Act" means Minnesota Statutes, Sections 469.174 through 469.1794, both inclusive.

"TIF District" means Tax Increment Financing District No. 3-20.

"TIF Plan" means the tax increment financing plan for the TIF District (this document).

Section 2 Statement of Need and Public Purpose

See the Development Program for Municipal Development District No. 3.

Section 3 Statutory Authorization

The Authority is empowered under the provisions of the TIF Act to establish a tax increment financing district.

Section 4 Statement of Objectives

The objectives of this tax increment financing plan are consistent with the objectives outlined in the Development Program.

Section 5 Specific Development Expected to Occur in the TIF District

RDV Companies, Inc. is proposing to acquire and renovate the former bus garages located within the City of Glencoe (parcel identification numbers: 22.050.3160 & 22.050.3110). The existing principal structures on the parcels have been inspected and have been found to be substandard.

Section 6 Property to be Included in the TIF District

The TIF District includes two parcels located in the City of Glencoe. The principal structures on both parcels served as bus garages. A map showing the location of the TIF District is provided in Exhibit 1. Valuation of the parcels and other statistics are included in Exhibit 2. The area encompassed by the TIF District also includes all street rights-of-way and utility or drainage easements located upon or adjacent to the property described above.

Section 7 Estimated Sources and Uses of Funds (Public Costs)

The estimated costs of the proposed development in the TIF District which are eligible for reimbursement with tax increments of the TIF District and the projected sources of revenue available to fund these costs are summarized below.

Uses of Funds (Public Costs)

Property Acquisition	200,000
Building/Site Improvements	200,000
Utilities	100,000
	<u>\$500,000</u>
<u>Finance Costs:</u>	
Bond & Note Interest Payments	88,845
Subtotal Finance Costs	<u>\$88,845</u>
<u>Administrative Costs</u>	
Administration funded with TIF	57,094
Administration funded with other	<u>0</u>
	<u>\$57,094</u>
Total Uses of Funds	\$645,939

Sources of Funds

Tax Increments	\$570,939
Interest Earnings	<u>75,000</u>
Total Sources of Funds	\$645,939

Section 8 Estimated Impact on Other Taxing Jurisdictions

Exhibit 4 shows the estimated impact on other taxing jurisdictions if the projected Retained Captured Net Tax Capacity of the TIF District were hypothetically available to the other jurisdictions. The Authority believes that there will be no adverse impact on other taxing jurisdictions during the life of the TIF District, since the proposed development would not have occurred without the establishment of the TIF District and the provision of public assistance. A positive impact on other taxing jurisdictions will occur when the TIF District is decertified and the development therein becomes part of the general tax base.

Section 9 Fiscal and economic implications

M.S. Section 469.175 Subdivision 2(b) requires a specific description of the fiscal and economic implications of the proposed TIF District on city operations, plus an estimate of the total TIF to be generated over the life of the TIF District attributable to each taxing jurisdiction.

City Service Costs: The property in the TIF District is served by existing public streets and utilities and the City intends to use tax increments from the proposed TIF District to assist the developer with redeveloping the site into for sale garage condominiums. Demands on City services are expected to be handled without increased public costs. City utilities are operated on a fee for service basis so usage revenues will cover increased costs. Impacts on police, fire and administrative costs are expected to be negligible.

The City reserves the right to fund all public costs using internal funding, general obligation bonds, or any other financing mechanism authorized by law. The amount of general obligation bonds funded by tax increments shall not exceed \$500,000. The present funding request from the Developer is for the reimbursement of tax increments through a pay-as-you-go TIF Note. A pay-as-you-go TIF Note will not impair the City's ability to borrow for other City projects.

TIF Attribution. The City projects TIF collections will total \$570,939 over the 26-year life of the TIF District. Of this total, \$279,429 is attributable to the City's share of the tax levy; \$224,694 from the County's share of tax levy, and \$58,846 from the School Districts share of the tax levy. The school district tax impact is estimated high. In 2013 the State of Minnesota enacted legislation that exempted that portion of the school levy that is used for local operating costs from TIF capture. This exemption has not been applied to the projected school impact.

Section 10 Property to be acquired in the TIF District

The Authority reserves the right to acquire, or reimburse developers for the acquisition costs of property in the TIF District, as itemized on Exhibit 2.

Section 11 Estimated Amount of Bonded Indebtedness

The Authority reserves the right to fund all Project costs using internal funding, general obligation bonds, pay-as-you-go financing or any other financing mechanism authorized by law. The maximum amount of bonds to be funded with tax increment revenues is \$500,000. The Authority may issue tax increment bonds in excess of this amount using other sources of revenue as repayment for the bonds.

Section 12 Designation of TIF District as a Redevelopment District

The Tax Increment District qualifies as a redevelopment district. M.S. 469.174, Subd. 10 defines a redevelopment district as an area where the following conditions are reasonably distributed throughout the district:

- (1) Parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, or other improvements and more than 50 percent of the buildings, not including outbuildings, are structurally substandard to a degree requiring substantial renovation or clearance; or
- (2) The property consists of vacant, unused, underused, inappropriately used, or infrequently used rail yards, rail storage facilities or excessive or vacated railroad rights-of-way.

For purposes of this section, "structurally substandard" means containing defects in structural elements, essential utilities, light and ventilation, fire protection, interior layout and condition or similar factors of significant total significance to justify substantial renovation or clearance. A building is not substandard if it could be modified to satisfy the building code at a cost of less than 15 percent of the cost of constructing a new structure of the same square footage and type on the site. A parcel cannot be considered "occupied by buildings, streets, utilities or other improvements" unless 15 percent of the area of the parcel contains improvements.

Improved parcels constitute one hundred percent (100%) of the area of the TIF District, and 100% of the existing buildings within the TIF District have been found to be structurally substandard. Accordingly, it is our finding that the proposed TIF District satisfies the standards for a redevelopment district.

Section 13 Original Net Tax Capacity

The County Auditor will certify the Original Net Tax Capacity of the TIF District. The Estimated Market Value of the property in the TIF District as of January 1, 2022, for taxes payable in 2023 is estimated to be \$329,300. The original net tax capacity of the TIF District is estimated to be approximately **\$5,694**.

Each year the County Auditor will certify the amount that the Original Net Tax Capacity has increased or decreased as a result of:

changes in the tax-exempt status of property;

reductions or enlargements of the geographic area of the TIF District;

changes due to stipulation agreements or abatements; or

changes in classification rates.

Section 14 Original Local Tax Rate

The County Auditor shall also certify the Original Local Tax Rate of the TIF District. This rate shall be the sum of all local tax rates that apply to property in the TIF District. This rate shall be for the same taxes payable year as the Original Net Tax Capacity.

In future years, the amount of tax increment generated by the TIF District will be calculated using the lesser of (a) the sum of the current local tax rates at that time or (b) the Original Local Tax Rate of the TIF District.

At the time this TIF Plan was prepared, the sum of all local tax rates that apply to property in the TIF District for taxes levied in 2021 and payable in 2022 is **145.826%**. The final Original Local Tax Rate may be higher or lower than this value, depending upon the final local tax rates for payable 2023.

<u>Taxing Jurisdiction</u>	<u>2022 Local Tax Rate</u>
City of Glencoe	71.370%
McLeod County	57.390%
GSL School District	15.030%
Other	<u>2.036%</u>
Total	145.826%

The projected original local tax rate does not include the State of Minnesota property tax rate on commercial, industrial and seasonal recreation property, which is *not* captured as tax increment. Additionally, that portion of the school property tax levy attributed to local operating costs is not captured as tax increment.

Section 15 Projected Retained Captured Net Tax Capacity and Tax Increment

Each year the County Auditor will determine the current net tax capacity of all property in the TIF District. To the extent that this total exceeds the Original Net Tax Capacity, the difference shall be known as the Captured Net Tax Capacity of the TIF District. It is the Authority's intention to retain 100% of the Captured Net Tax Capacity of the TIF District.

Exhibit 3 estimates the total amount of retained net captured tax capacity, gross tax increments, adjustments, and the net tax increment revenues which will be available annually and cumulatively over the life of the TIF District.

Section 16 Statutory Duration of the TIF District

Redevelopment districts may remain in existence for 25-years from receipt of the first tax increment. This results in 26 collections of tax increments. The City is requesting that the first tax increment be collected in 2025, which would result in the District terminating at year-end 2050. Modifications of this plan (see Section 28) may not extend these duration limits.

Section 17 Use of Tax Increments – Redevelopment Districts

Ninety percent (90%) of the tax increments generated from the TIF District must be used to finance the cost of correcting conditions that allow designation as a redevelopment district. These costs include acquiring properties containing substandard buildings or improvements, acquiring adjacent parcels necessary to provide a site of sufficient size to permit development, demolition of structures, clearing of the land, and installation of utilities, roads, sidewalks and parking facilities for the site. The allocated administrative expenses of the City may be included in the qualifying costs.

Section 18 Use of Tax Increments – General

Each year the County Treasurer shall deduct an estimated 0.36% of the annual tax increment generated by the TIF District and pay such amount to the state general fund. Such amounts will be appropriated to the state auditor for the cost of financial reporting and auditing of tax increment financing information throughout the state. Exhibit 3 shows the projected deduction for this purpose over the anticipated life of the TIF District.

The Authority has determined that it will use 100% of the remaining tax increment generated by the TIF District for any of the following purposes:

- (1) Pay for the estimated public costs of the TIF District (including administrative expenses, see Section 7) and City administrative costs associated with the TIF District (see Section 29);
- (2) Pay principal and interest on tax increment bonds, notes or other financial obligations issued to finance the public costs of the TIF District;
- (3) Accumulate a reserve securing the payment of tax increment bonds or other bonds issued to finance the public costs of the TIF District;
- (4) Pay all or a portion of the County road costs as may be required by the County Board under M.S. Section 469.175, Subdivision 1a; or
- (5) Return excess tax increments to the County Auditor for redistribution to the City, County and School District in proportion to their local tax capacity rates.

Tax increments from property located in one County must be expended for the direct and primary benefit of a project located within that County, unless both County boards involved waive this requirement. Tax increments shall not be used to circumvent levy limitations.

Tax increment shall not be used to finance the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, County, school district, or any other local unit of government or the State or federal government, including social, recreational or conference facilities or a public park used as a commons area. Tax increments may be used to finance public parking facilities.

Tax increment may not be spent outside the TIF District on improvements, equipment, or other items whose primary purpose is decorative or aesthetic or if the materials used or design cost twice that of more commonly used equipment or improvements. This prohibition does not apply to improvements related to rehabilitating historic structures on national register or in a historic district listed on the national register.

If there exists any type of agreement or arrangement providing for the developer, or other beneficiary of assistance, to repay all or a portion of the assistance that was paid or financed with tax increments, such payments shall be subject to all of the restrictions imposed on the use of tax increments. Assistance includes sales of property at less than the cost of acquisition or fair market value, grants, ground or other leases at less than fair market rent, interest rate subsidies, utility service connections, roads, or other similar assistance that would otherwise be paid for by the developer or beneficiary.

Section 19 “Green Acres”

The TIF District may not include parcels that qualified as “green acres” in any of the five (5) years preceding the request for certification, unless 85% of development in the district is restricted to qualified manufacturing or distribution facilities directly related to production of tangible personal property and paying at least 90% of its employees wages equal to or greater than 160% of the federal minimum wage; or the development in the district is a qualified housing project.

Section 20 4-Year Knock-Down Rule

If after four years from certification of the TIF District no demolition, rehabilitation, renovation, or qualified improvement of an adjacent street has commenced on a parcel located within the TIF District, then that parcel

shall be excluded from the TIF District and the Original Net Tax Capacity shall be adjusted accordingly. Qualified improvements of a street are limited to construction or opening of a new street, relocation of a street, or substantial reconstruction or rebuilding of an existing street. The Authority must submit to the County Auditor, by February 1 of the fifth year, evidence that the required activity has taken place for each parcel in the TIF District.

If a parcel is excluded from the TIF District and the Authority or owner of the parcel subsequently commences any of the above activities, the Authority shall certify to the County Auditor that such activity has commenced and the parcel shall once again be included in the TIF District. The County Auditor shall certify the net tax capacity of the parcel, as most recently certified by the Commissioner of Revenue, and add such amount to the Original Net Tax Capacity of the TIF District.

Section 21 Tax Increment Pooling – 5-year Rule

At least 80% of the tax increments from the TIF District must be expended on activities within the district or to pay for bonds used to finance the estimated public costs of the TIF District. No more than 20% of the tax increments may be spent on costs outside of the TIF District, but within the boundaries of the Project Area. All administrative expenses are considered to have been spent outside of the TIF District. Tax increments are considered to have been spent within the TIF District if such amounts are:

- (1) actually paid to a third party for activities performed within the TIF District within five years after certification of the district;
- (2) used to make payments or reimbursements to a third party under binding contracts for activities performed within the TIF District, which were entered into within five years after certification of the district; or
- (3) used to pay bonds that were issued and sold to a third party, the proceeds of which are reasonably expected on the date of issuance to be spent within the later of the five-year period or a reasonable temporary period or are deposited in a reasonably required reserve or replacement fund-

Beginning with the sixth year following certification of the TIF District, at least 80% of the tax increments must be used to pay outstanding bonds or make contractual payments obligated within the first five years. When outstanding bonds have been defeased and sufficient money has been set aside to pay for such contractual obligations, the TIF District must be decertified.

Section 22 Excess Tax Increment

On December 31st of each year, the Authority must determine the amount of excess increments for the TIF District. Excess increments may only be used to:

- (1) prepay any outstanding tax increment Bonds;
- (2) discharge the pledge of tax increments on any outstanding Bonds;
- (3) pay amounts into an escrow account dedicated to the payment of any outstanding Bonds; or
- (4) return excess tax increments to the County Auditor for redistribution to the City, County and School District in proportion to their local tax capacity rates. The County Auditor must report to the Commissioner of Education the amount of any excess tax increment redistributed to the School District within 30 days of such redistribution

Section 23 Limitation on Administrative Expenses

Administrative expenses are defined as all costs of the Authority other than:

- (1) amounts paid for the purchase of land;

- (2) amounts paid for materials and services, including architectural and engineering services directly connected with the proposed development within the TIF District;
- (3) relocation benefits paid to, or services provided for, persons or businesses located within the TIF District; or
- (4) amounts used to pay interest on, fund a reserve for, or sell at a discount, tax increment bonds.

Administrative expenses include amounts paid for services provided by bond counsel, fiscal consultants, planning or economic development consultants, and actual costs incurred by the City in administering the TIF District. Tax increments may be used to pay administrative expenses of the TIF District up to the lesser of (a) 10% of the total estimated public costs authorized by the TIF Plan or (b) 10% of the total tax increment actually collected.

Section 24 Prior Planned Improvements

The City shall accompany its request for certification to the County Auditor with a listing of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan. The County Auditor shall increase the Original Net Tax Capacity of the TIF District by the net tax capacity of each improvement for which a building permit was issued.

The City will include a complete listing of all building permits issued in the last 18 months in conjunction with all properties within the TIF District.

Section 25 Development Agreements

If more than 25% of the acreage of a project (which contains a redevelopment district) is to be acquired by the City with proceeds from tax increment bonds then, prior to such acquisition, the City must enter into an agreement for the development of the property. Such agreement must provide recourse for the City should the development not be completed.

Section 26 Business Subsidy Laws

Minnesota Statutes 116J.994 requires a City or Authority providing a business with a subsidy worth \$25,000 or more to complete a subsidy approval process as described below. Housing projects and many redevelopment projects are exempt from the requirements.

Before granting a business subsidy, the Authority must complete the following:

- (1) Adopt criteria for awarding business subsidies following a public hearing.
- (2) Enter into a subsidy agreement which must include the following information and requirements:
 - a) A description of the subsidy.
 - b) A statement of the public purpose and goals of the subsidy.
 - c) Wage and job creation goals (or job retention goals, if job loss is imminent and demonstrable) to be achieved within 2 years of receiving the subsidy;
 - d) A description of the recipient's financial obligation if the goals are not met. The recipient must pay back the assistance with interest if goals are not met, although pro-ratio to reflect partial fulfillment of goals is permitted.
 - e) A statement of why the subsidy is needed.
 - f) A commitment from the recipient to continue operations at the site for at least 5 years;

- g) The name and address of the parent company of the recipient;
- h) A list of all other financial assistance to the project; and
- i) A requirement for the recipient to provide the Authority and the Department of Employment and Economic Development with annual information regarding goals for two years after receiving the subsidy or until the goals are achieved. The reports must be filed by March 1 for the prior year.

If the business subsidy exceeds \$150,000, the Authority must conduct a public hearing on the subsidy, after providing at least 10 days published notice in the local newspaper.

Section 27 Assessment Agreements

The City may, upon entering into a development agreement, also enter into an assessment agreement with the developer, which establishes a minimum market value of the land and improvements for each year during the life of the TIF District.

The assessment agreement shall be presented to the County or City Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land, and so long as the minimum market value contained in the assessment agreement appears to be a reasonable estimate, shall certify the assessment agreement as reasonable. The assessment agreement shall be filed for record in the office of the County Recorder of each county where the property is located. Any modification or premature termination of this agreement must first be approved by the City, and if the project is valued below the minimum market value, also approved by the County and School District.

Section 28 Modifications of the Tax Increment Financing Plan

Any reduction or enlargement in the geographic area of the Project Area or the TIF District; increase in the amount of bonded indebtedness to be incurred; increase in the amount of capitalized interest; increase in that portion of the Captured Net Tax Capacity to be retained by the Authority; increase in the total estimated public costs; or designation of additional property to be acquired by the Authority shall be approved only after satisfying all the necessary requirements for approval of the original TIF Plan. This paragraph does not apply if:

- (1) the only modification is elimination of parcels from the Project Area or the TIF District; and
- (2) the current net tax capacity of the parcels eliminated equals or exceeds the net tax capacity of those parcels in the TIF District's Original Net Tax Capacity, or the Authority agrees that the TIF District's Original Net Tax Capacity will be reduced by no more than the current net tax capacity of the parcels eliminated.

The Authority must notify the County Auditor of any modification that reduces or enlarges the geographic area of the Project Area or the TIF District. The geographic area of the TIF District may be reduced but not enlarged after five years following the date of certification.

Section 29 Administration of the Tax Increment Financing Plan

Upon adoption of the TIF Plan, the Authority must submit a copy of such plan to the State Auditor's Office and the Department of Revenue. The Authority must also request that the County Auditor certify the Original Net Tax Capacity and Net Tax Capacity Rate of the TIF District. To assist the County Auditor in this process, the Authority must submit copies of the TIF Plan, the resolution establishing the TIF District and adopting the TIF Plan, and a listing of any prior planned improvements. The Authority must also send the County Assessor any assessment agreement establishing the minimum market value of land and improvements in the TIF District, and shall request that the County Assessor review and certify this assessment agreement as reasonable.

The County will distribute to the Authority the amount of tax increment as it becomes available. The amount of tax increment in any year represents the applicable property taxes generated by the Retained Captured Net Tax Capacity of the TIF District. The amount of tax increment may change due to development anticipated by the TIF Plan, other development, inflation of property values, or changes in property classification rates or formulas. In

administering and implementing the TIF Plan, the following actions should occur on an annual basis:

- (1) Prior to July 1, the Authority shall notify the County Assessor of any new development that has occurred in the TIF District during the past year to insure that the new value will be recorded in a timely manner.
- (2) If the County Auditor receives the request for certification of a new TIF District, or for modification of an existing TIF District, before July 1, the request shall be recognized in determining local tax rates for the current and subsequent levy years. Requests received on or after July 1 shall be used to determine local tax rates in subsequent years.
- (3) Each year the County Auditor shall certify the amount of the Original Net Tax Capacity of the TIF District. The amount certified shall reflect any changes that occur as a result of the following:
 - a) the value of property that changes from tax-exempt to taxable shall be added to the Original Net Tax Capacity of the TIF District. The reverse shall also apply;
 - b) the Original Net Tax Capacity may be modified by any approved enlargement or reduction of the TIF District;
 - c) if laws governing the classification of real property cause changes to the percentage of Estimated Market Value to be applied for property tax purposes, then the resulting increase or decrease in net tax capacity shall be applied proportionately to the Original Net Tax Capacity and the Retained Captured Net Tax Capacity of the TIF District.

The County Auditor shall notify the Authority of all changes made to the Original Net Tax Capacity of the TIF District.

Section 30 Financial Reporting and Disclosure Requirements

The Authority is responsible for information and financial reporting on the activities of the TIF District. These responsibilities include:

- (1) Prepare and Publish an Annual Statement. No later than August 1 of each year, the Authority must prepare and publish an annual statement which includes at least the following information:
 - a) tax increment received and expended in that year
 - b) original Net Tax Capacity
 - c) captured Net Tax Capacity
 - d) amount of outstanding bonded indebtedness
 - e) increments paid to other government bodies
 - f) administrative costs
 - g) increments paid directly or indirectly outside of the district
 - h) if a fiscal disparities contribution is computed under section 469.177, Subd. 3(a), the increase in property tax imposed on other properties in the municipality as a result of the fiscal disparities contribution in the manner prescribed by the commissioner of revenue.

A copy of the annual statement must also be provided to the State Auditor, county board and county auditor, school board, and the municipality.

- (2) Prepare an Annual Report. (469.175 Subds. 5 and 6) The State Auditor enforces the provisions of

the TIF Act and has full responsibility for financial and compliance auditing of the Authority's use of tax increment financing. The State Auditor's office provides detailed tax increment reporting forms for use in complying with annual reporting requirements. On or before August 1 of each year, the Authority and/or the City must prepare a status and financial report for the TIF District and submit it to the state auditor, the county board, the county auditor, the school board, and the governing body of the municipality, if the municipality is not also the authority.

- (3) Prepare a Minnesota Business Assistance Form. (116J.994) By April 1, the Authority must submit a report to the Department of Employment and Economic Development on wage and job goals and progress made in achieving them. A reporting form is provided by the Department, and must be submitted for each business which has received TIF assistance.

Section 31 Findings and Need for Tax Increment Financing

In establishing the TIF District, the City makes the following findings:

- (1) The TIF District qualifies as a redevelopment district;

See Section 12 of this document for the reasons and facts supporting this finding.

- (2) The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future, and the increased market value of the site that could reasonably be expected to occur without the use of tax increment would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan;

The reasons and facts supporting this finding are that private enterprise has not supported the redevelopment of under utilized properties and the current developer has attempted to assemble a project for more than two years. The City finds that the cost of acquiring existing properties and demolishing existing facilities is excessive, and that the redevelopment of these commercial properties will not move forward without assistance.

- (3) A comparative analysis of estimated market values both with and without establishment of the TIF District and the use of tax increments has been performed. Such analysis is included as Exhibit 5, indicates that:

- a) the increase in estimated market value of the proposed development is \$746,300;
- b) the present value of expected tax increments collected over the maximum duration of the TIF District is \$286,320; and
- c) the expected increased estimated market value of the site without the use of tax increment is \$0.

- (4) The TIF Plan conforms to the general plan for development or redevelopment of the City as a whole.

The reasons and facts supporting this finding are that the planning commission has previously reviewed the development program for Municipal Development District Number 3, and has found the development plans to be consistent with the long term goals of the City.

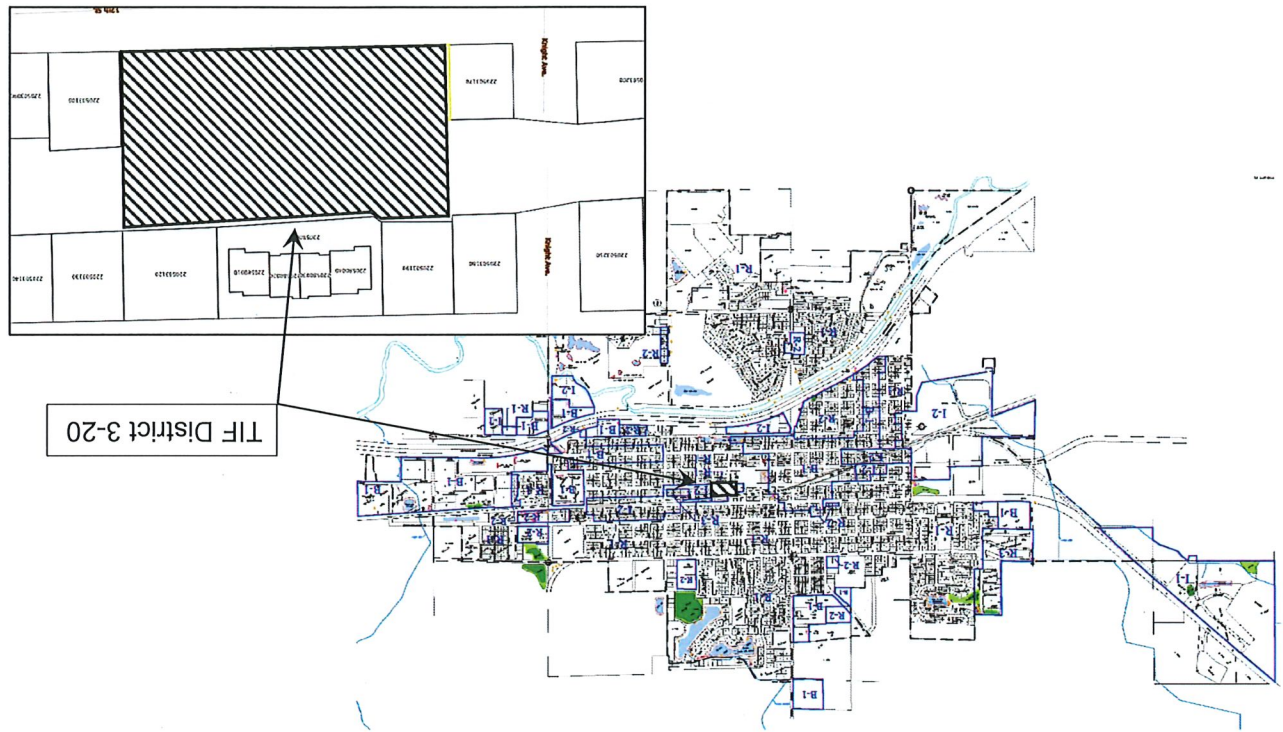
- (5) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the redevelopment and development of the Project Area by private enterprise.

The reasons and facts supporting this finding are that the development activities are necessary so that redevelopment by private enterprise can occur within the Development District.

Exhibits

Map of Redevelopment Project Area No. 1 and Tax Increment Financing District No. 3-20.....	Exhibit 1
Parcels and Valuations.....	Exhibit 2
Tax Increment Projections	Exhibit 3
Statement of Fiscal and Economic Impacts.....	Exhibit 4
Market Value Analysis	Exhibit 5

**City of Glencoe, Minnesota
Tax Increment Financing District No. 3-20**



Municipal Development District No. 3 is coterminous with the corporate limits of the City of Glencoe, as amended from time to time.

City of Glencoe, Minnesota
TIF District 3-20

Parcels and Valuations

Tax ID #	Address	Owner	Landuse	2022/2023 Valuations			
				Land	Building	Total	Tax Capacity
22.050.3160	1203 12th Street East	Stevens Seminary	Comm	91,500	209,300	300,800	5,266
22.050.3110		GSL School District	Comm	28,500	-	28,500	428
				120,000	209,300	329,300	5,694

City of Glencoe, Minnesota
TIF District 3-20

Tax Increment Projection

Valuations & Projected Increases

	Market Value	Tax Capacity
Original Values	328,800	5,694
Increased Value: 13 units @ \$82,700 emv/unit	1,075,100	20,752

Tax Rate Assumptions:

	2022 Rate
City of Glencoe	71.37%
McLeod County	57.39%
GSL School District	15.03%
Other	2.04%
	145.83%

Projected Tax Increment

Adjustments

Payable Year	Original Tax Capacity	Projected Tax Capacity	Net Captured Tax Capacity	Less Fiscal Disparities	Retained Net Captured Tax Capacity	Projected Tax Rate*	Gross Tax Increment	10.00% Admin. Retainage	0.36% State Auditor's Deduction	TOTAL NET REVENUES
2023	5,694	5,694	-	-	-	145.83%	-	-	-	-
2024	5,694	5,694	-	-	-	145.83%	-	-	-	-
2025	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2026	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2027	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2028	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2029	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2030	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2031	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2032	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2033	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2034	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2035	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2036	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2037	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2038	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2039	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2040	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2041	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2042	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2043	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2044	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2045	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2046	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2047	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2048	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2049	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
2050	5,694	20,752	15,059	-	15,059	145.83%	21,959	2,196	79	19,684
							570,939	57,094	2,055	511,790

**City of Glencoe, Minnesota
TIF District 3-20**

STATEMENT OF FISCAL AND ECONOMIC IMPACTS OF PROPOSED TIF DISTRICT

Taxing Jurisdiction	Without TIF District		With TIF District					
	2022 Taxable Net Tax Capacity ⁽¹⁾	2022 Local Tax Rate	2022 Taxable Net Tax Capacity ⁽¹⁾	Projected Captured Net Tax Capacity	Hypothetical Tax Generated By TIF	New Taxable Net Tax Capacity	Hypothetical Adjusted Local Tax Rate	Hypothetical Decrease in Tax Rate
City of Glencoe, Minnesota	4,282,517	71.37%	4,282,517	15,059	10,747	4,297,576	71.120%	0.250%
McLeod County	44,566,555	57.39%	44,566,555	15,059	8,642	44,581,614	57.371%	0.019%
GSL School District	15,830,737	15.03%	15,830,737	15,059	2,263	15,845,796	15.016%	0.014%
Other ⁽²⁾	--		--	-	-	--		--
Totals		143.79%			21,653		143.506%	0.284%

Statement #1: If all of the projected captured net tax capacity of the project were hypothetically available to each taxing jurisdiction if TIF were not used, the tax capacities of each jurisdiction would be increased by the amounts shown above, and the local tax rates of each jurisdiction would be decreased by the amounts shown.

Statement #2: As the projected captured tax capacity of the project would not be available without the use of TIF, the tax capacities and tax rates of each jurisdiction will not be affected.

Statement #3: The estimated amount of tax increment generated over the life of the TIF District is estimated to be \$570,939.

Statement #4: A description of the probable impact of the TIF District on City services as a result of the creation of this TIF District would include the following: The City will be collecting an estimated \$279,429 in city property tax revenue from the proposed project area and applying it to project related expenses rather than general services such as police, fire, and other services not paid by user fees.

Statement #5: The estimated amount of increment attributed to the school tax levy and captured as a result of the creation of this TIF District is \$58,846.

Statement #6: The estimated amount of increment attributed to the county tax levy and captured as a result of the creation of this TIF district is \$224,694.

⁽¹⁾ Taxable net tax capacity = total net tax capacity less value captured in TIF Districts and powerline value.

⁽²⁾ The impacts upon other taxing jurisdictions not included since they represent a small percentage of the total tax rate.

City of Glencoe, Minnesota

TIF District 3-20

Market Value Analysis

Increased Market Value of Site	\$	746,300
Less Present Value of TIF Revenues	\$	286,320
	\$	459,980
Estimated Increased Site Value w/out TIF	\$	-
Net Value Increase	\$	459,980

Present Value of Tax Increments

Calculation Date	3/1/2023
Present Value Factor	5.00%

#	Year	Gross Tax Increment	Present Value
1	2023	-	-
2	2024	-	-
3	2025	21,959	18,969
4	2026	21,959	18,066
5	2027	21,959	17,206
6	2028	21,959	16,386
7	2029	21,959	15,606
8	2030	21,959	14,863
9	2031	21,959	14,155
10	2032	21,959	13,481
11	2033	21,959	12,839
12	2034	21,959	12,228
13	2035	21,959	11,645
14	2036	21,959	11,091
15	2037	21,959	10,563
16	2038	21,959	10,060
17	2039	21,959	9,581
18	2040	21,959	9,125
19	2041	21,959	8,690
20	2042	21,959	8,276
21	2043	21,959	7,882
22	2044	21,959	7,507
23	2045	21,959	7,149
24	2046	21,959	6,809
25	2047	21,959	6,485
26	2048	21,959	6,176
27	2049	21,959	5,882
28	2050	21,959	5,602
		570,939	286,320

Project Narrative

Preliminary's – Architectural, engineering, survey, permitting-Feb-March

Purchase property – March \$ 339,000

Demo – Floors in most of building.

Utilities – Install new water and sewer to street connection in #101 unit. Install new water and sewer into new units from west to east. Install new electrical meters to north side of building

Exterior remodel – Install new pitched steel roof over existing flat roof areas. Install framing over building exterior and new wall steel panels as per drawings. Install new overhead doors and service doors to south elevation. April-May

Interior remodel – Remodel Unit A and #101 for rental in May. Prepare unit #1 for sale as is with refurbished interior finish and restroom – May

Complete #101 – Install totally finished unit to be used as a model. This includes options of in-floor heat, restroom, LED lighting, floor drains and custom cabinets/workbench – June

Driveway – remove and replace driveway on ½ of property from west end of building through Unit #105. Balance completed as units are sold

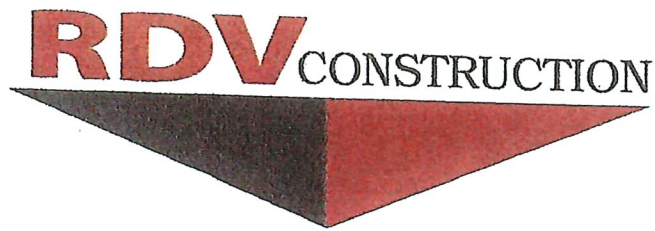
Firewall & Insulation – Building will require a floor to roof deck masonry firewall at unit #105. Insulation will be installed over existing roof deck as on west half of building prior to cold weather. Anticipating firewall and insulation to be completed in Sept/Oct.

Unit completion – Units will be completed from west to east, and improvements are made ala-cart at point of sale. New floors and separation wall installed at that time. Buyers will be able to select the following:

- In floor or hanging heaters
- A/C
- Floor drains
- Cabinets
- Restroom completed
- Interior finishes
- Electrical

Owners can construct/finish units by themselves or others.

Unit Information – Owners will be part of an association that will pay a monthly fee for grounds maintenance/building upkeep. Each unit will have its own utilities-water, sewer, electric and gas services. A garbage container will be provided for the building.



6574 100th Street
Glencoe MN 55336
www.rdvcompanies.com

Office: 320-864-4243
Fax: 320-864-4383
License # BC385129

February 20, 2023

This letter is to clarify that the Bus Garage Renovation project as being presented to the City Council on 2/21/23 would not proceed as presented without the use of approximately \$200,000 of Redevelopment Tax Increment Financing.

There is a possibility that we could proceed with the re-use of the property as individual owned garage storage areas, but only if we did it by limiting the improvements to basic cosmetic changes to the building such as painting the existing exterior and minor renovations such as removing a few overhead doors and adding passage doors to the individual spaces, patching the floor due to added interior sewer line vs replacing the floor and patching the roof. This approach would cost much less but would end up with a much lower tax value and would be much less appealing to potential buyers or tenants of the building. This approach also increases our risk of not being able to sell or lease all of the spaces.

We believe our proposed approach of adding a new metal exterior on all sides of the building, a new metal pitched roof on the entire building, replacing the interior concrete floor and installing a new driveway would not only appeal to more buyers or tenants but would create a higher taxable value and be a much greater visual asset to the community.

RDV Companies

Ryan Voss

- Restaurants
- Hotels
- Things to do
- Museums
- Transit
- Pharmacies
- ATMs





1203 12th St E

Glencoe, Minnesota

Google Street View

Oct 2022

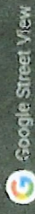
See more dates



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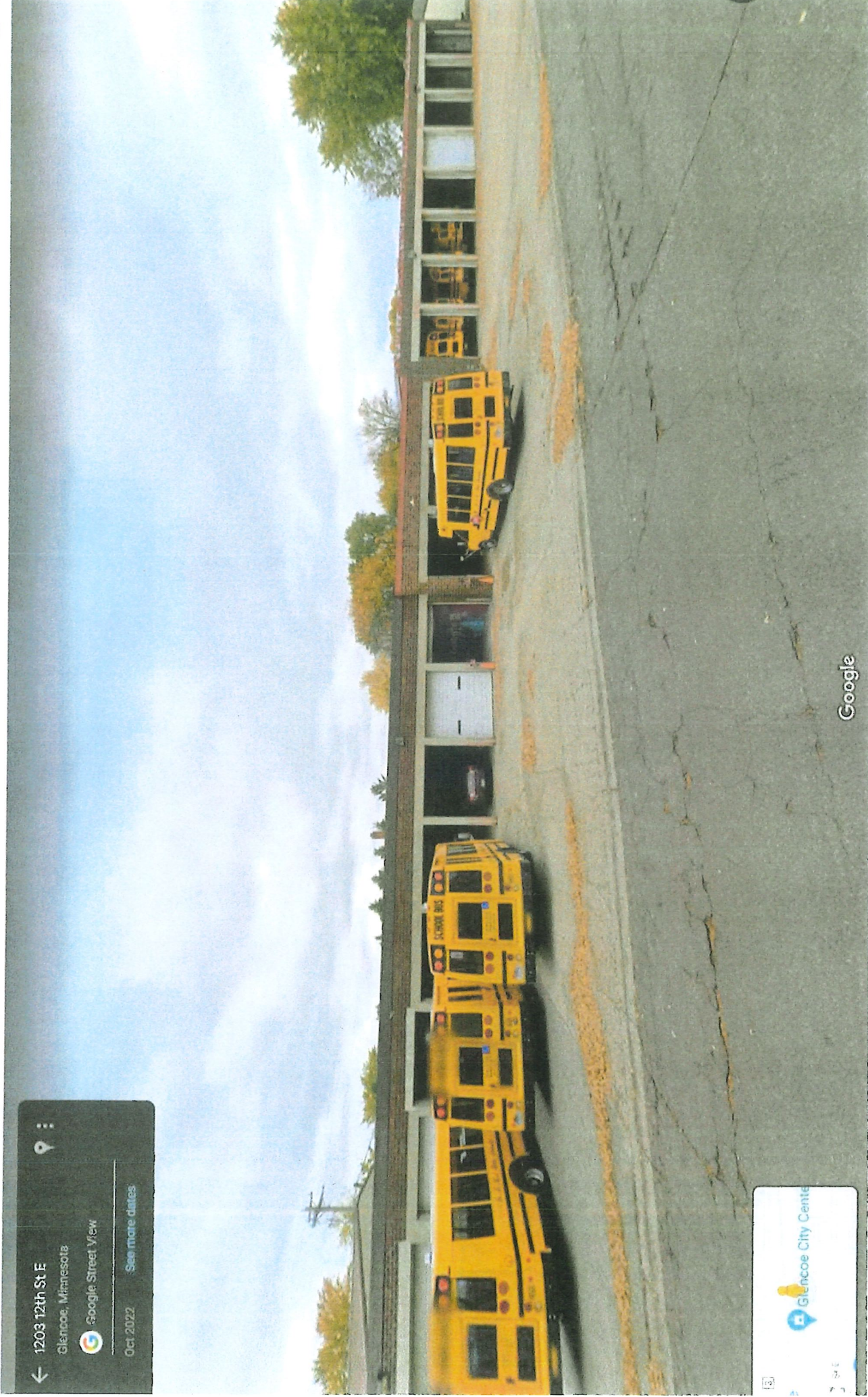
← 1203 12th St E

Glencoe, Minnesota



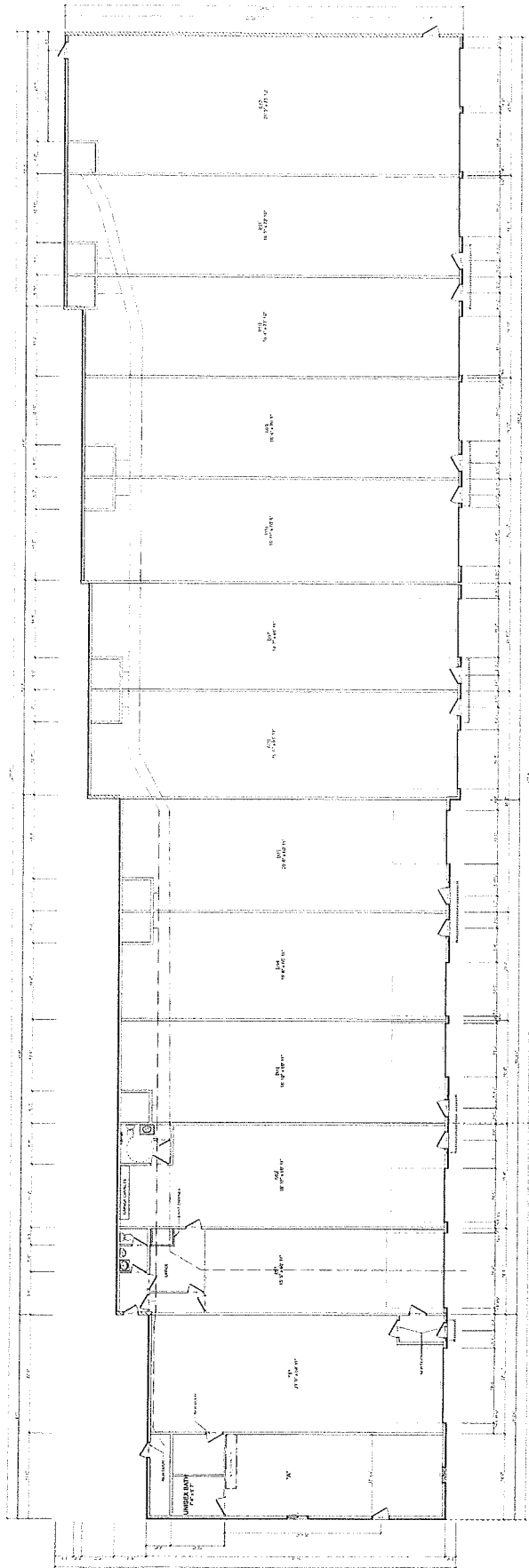
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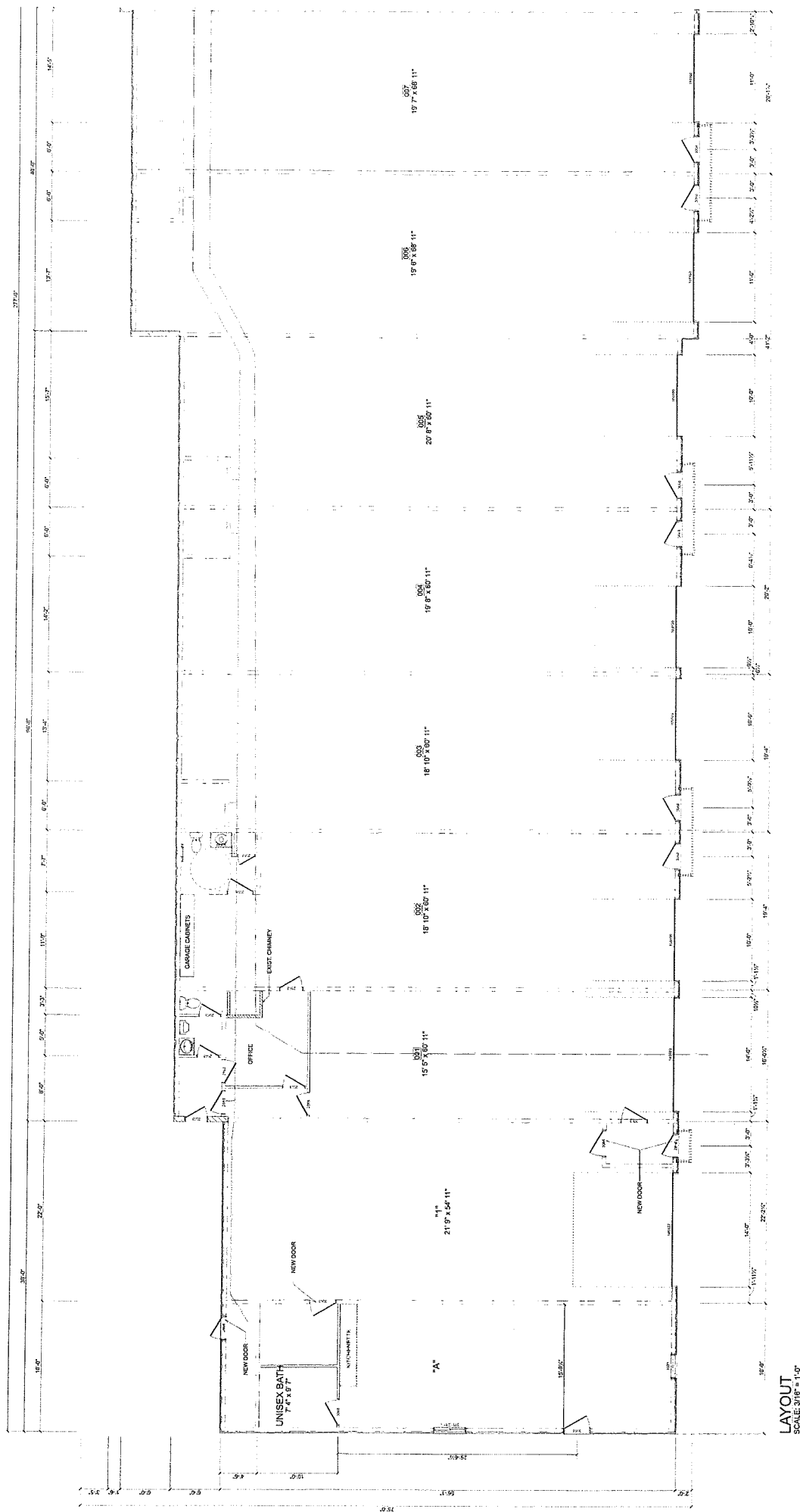


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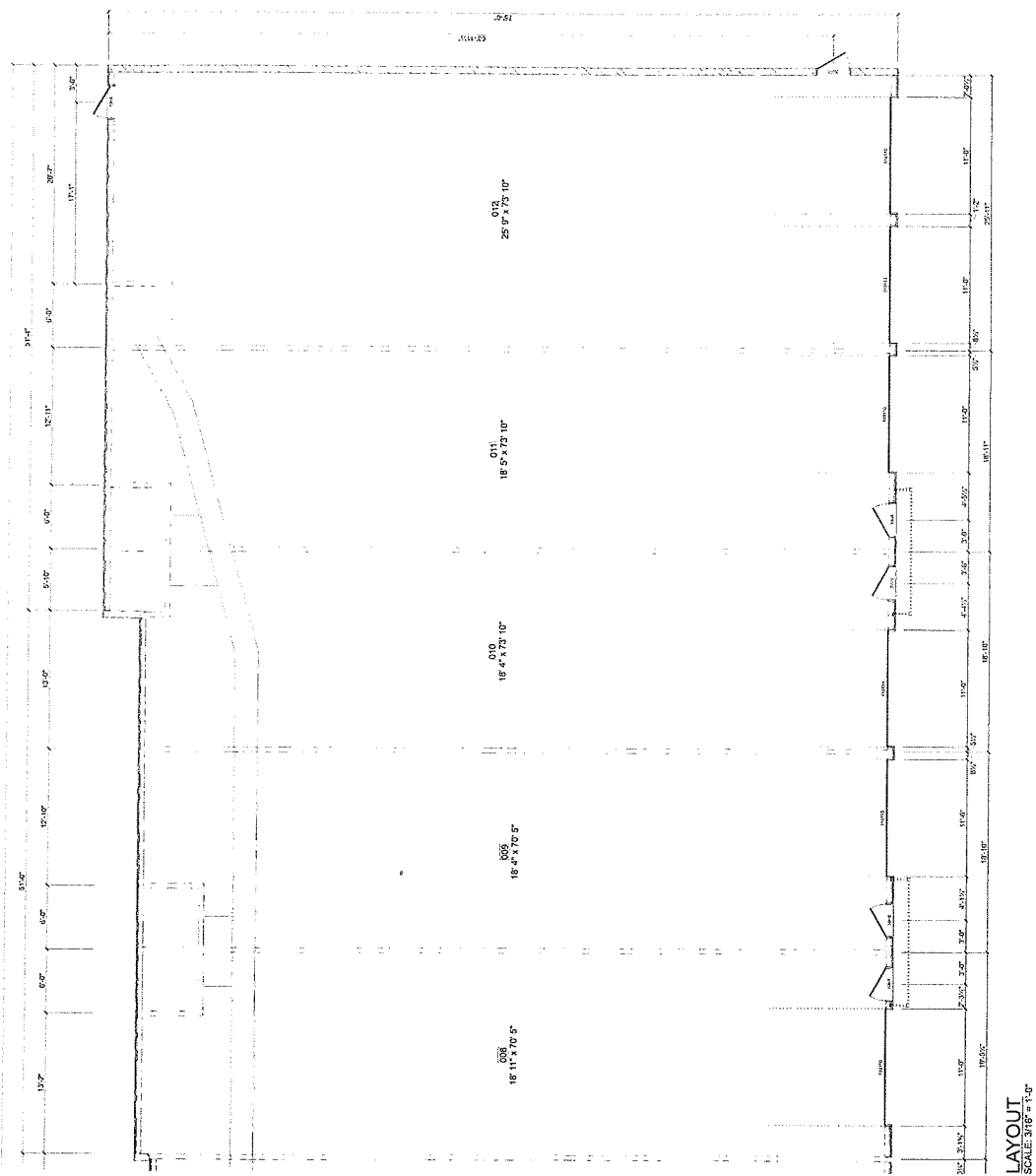


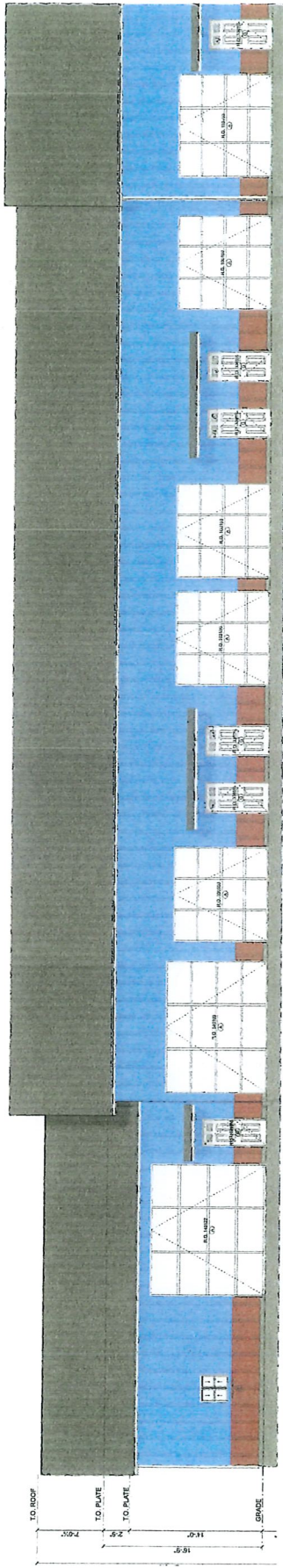


LAYOUT

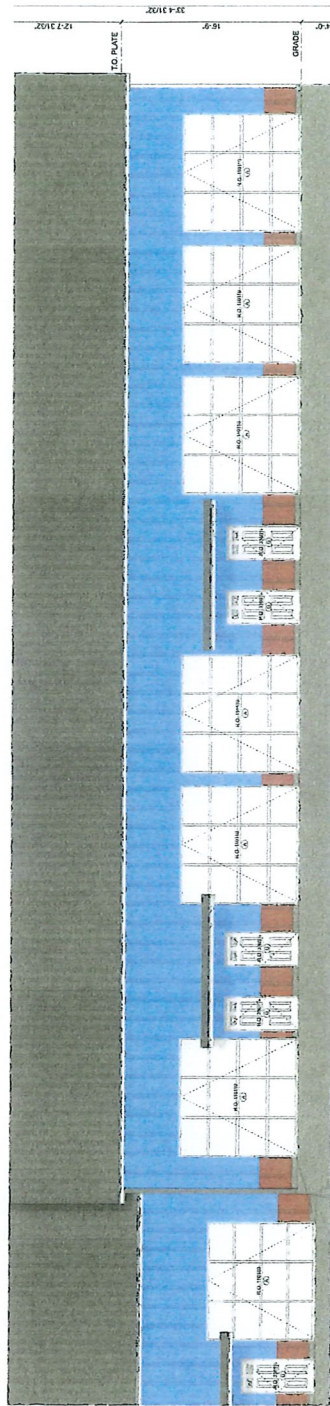


LAYOUT
SCALE: 3/16" = 1'-0"

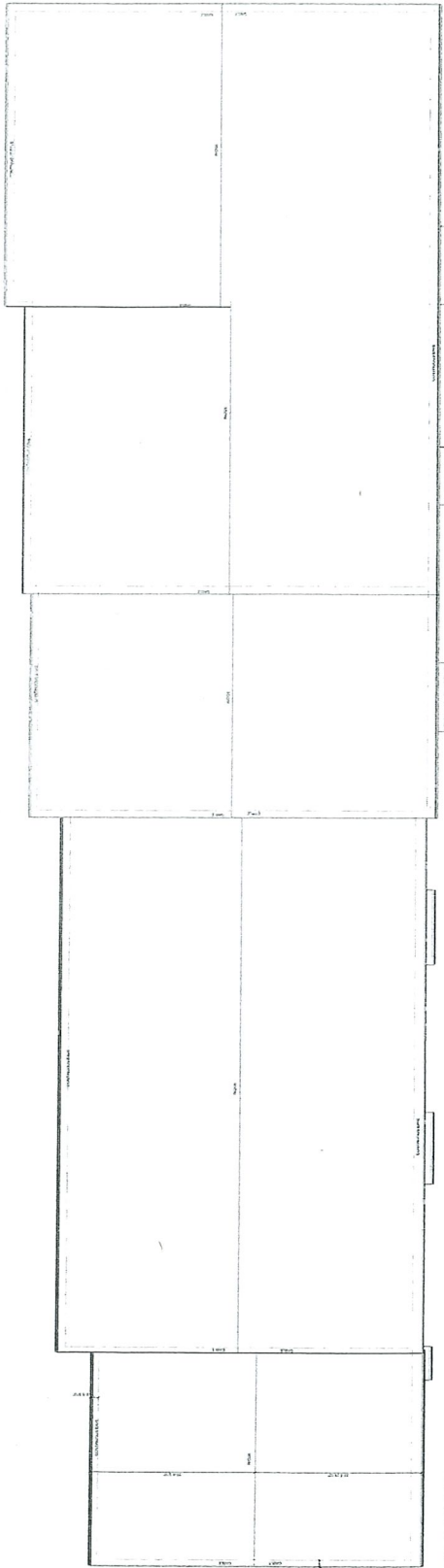




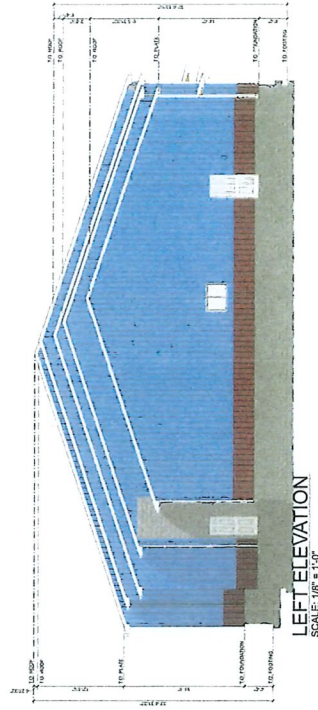
FRONT ELEVATION
SCALE 3/16" = 1'-0"



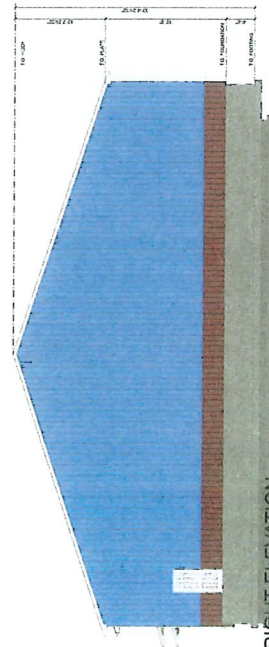
FRONT ELEVATION
SCALE 3/16" = 1'-0"



TOP ELEVATION
SCALE: 1" = 10'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

Bus Garage Project

Investment	Total	1st Year	2nd Year			
Roof - Steel & all materials	\$ 315,000	\$ 300,000	\$ 15,000			
Firewall materials(7,000+3000)	\$ 10,000	\$ 10,000				
Driveway 7600 sq ft - Asphalt	\$ 33,000	\$ 32,000	\$ 1,000			
New floors	\$ 101,000	\$ 60,000	\$ 41,000			
Demo floor	\$ 10,000	\$ 4,000	\$ 6,000			
New OH doors	\$ 62,000	\$ 62,000				
Construction labor	\$ 40,000	\$ 35,000	\$ 5,000			
Wac/Sac meters	\$ 11,000	\$ 6,000	\$ 5,000			
New water/sewer	\$ 2,000	\$ 2,000				
Survey & Appraisal	\$ 5,000	\$ 5,000				
Legal set up fees	\$ 6,000	\$ 6,000				
Electrical rough in	\$ 60,000	\$ 35,000	\$ 25,000			
Water/Sewer Exterior Inside	\$ 18,000	\$ 9,000	\$ 9,000			
Permit allowance	\$ 10,000	\$ 10,000				
Wash walls	\$ 2,000	\$ 2,000				
Marketing-Website	\$ 3,000	\$ 3,000				
Insurance risk allowance	\$ 5,000	\$ 3,000	\$ 2,000			
Misc. unforeseen	\$ 10,000	\$ 5,000	\$ 5,000			
Electric meters (12)	\$ 6,000	\$ 6,000				
Architect (5500)	\$ 6,000	\$ 6,000				
Insulation	\$ 23,000	\$ 23,000				
Gutters	\$ 3,000	\$ 3,000				
Land price	\$ 339,000	\$ 339,000				
	\$ 1,080,000	\$ 966,000	\$ 114,000			
Interest	\$ 70,000	\$ 35,000	35,000			
	\$ 1,150,000	\$ 1,001,000	\$ 149,000			

Bus Garage Project

[illegible]



SECURITY

BANK & TRUST CO.

February 2, 2023

To Whom it may concern:

RE: Ryan Voss Construction, Inc / Ryan Voss

Ryan Voss Construction, Inc and Ryan Voss have been **APPROVED** for mortgage financing by **Security Bank and Trust Company**, for the purchase of 1203 12th St, Glencoe, MN and renovations to that property. The loan commitment is for \$1,000,000. If we can be of further assistance, please contact us at (320) 864-2015.

Sincerely,

Mary Stoltenburg

Mary Stoltenburg

NMLSR ID #689964

SB&TC NMLSR ID #415819

LOCATIONS

Brownton

128 4th Ave N
Brownton, MN 55312
320-328-5222

Chaska

1575 White Oak Dr
Chaska, MN 55318
952-448-2265

Cologne

1110 Village Pkwy
Cologne, MN 55322
952-466-2014

Corporate

2202 11th St E
Glencoe, MN 55336
320-864-3107

Glencoe

735 11th St E
Glencoe, MN 55336
320-864-3171

Hamburg

591 Park Ave
Hamburg, MN 55339
952-467-2992

Mayer

317 Ash Ave N
Mayer, MN 55360
952-657-2309

New Auburn

7422 7th Ave
New Auburn, MN 55366
320-864-6470

New Germany

270 Broadway St E
New Germany, MN 55367
952-353-2221

Plato

8 Third St SW
Plato, MN 55370
320-238-2208

Waconia

539 S Elm St
Waconia, MN 55387
952-442-5161

Waconia In-Store

835 Marketplace Dr
Waconia, MN 55387
952-442-5955

Winsted

110 First St N
Winsted, MN 55395
320-485-3831



SMALL CITY  BIG FUTURE

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

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separate agenda items**

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

HELD: April 17, 2023

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Glencoe, McLeod County, Minnesota, was duly called and held on April 17, 2023, at 7:00 p.m.

The following members of the Council were present:

and the following were absent: None.

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION # 2023-009
APPROVING
THE CREATION OF TAX INCREMENT FINANCING DISTRICT NO. 3-20 WITHIN MUNICIPAL
DEVELOPMENT DISTRICT NO. 3
AND THE ADOPTION OF THE TAX INCREMENT FINANCING PLAN RELATING THERETO**

WHEREAS:

A. It has been proposed that the City of Glencoe, Minnesota (the "City"), create Tax Increment Financing District No. 3-20 within Municipal Development District No. 3, and adopt a tax increment financing plan with respect thereto, under the provisions of Minnesota Statutes, Sections 469.174 to 469.1794 (inclusive, the "Act"); and

B. The City of Glencoe has investigated the facts and has caused to be prepared the tax increment financing plan for Tax Increment Financing District No. 3-20 within Municipal Development District No. 3; and

C. The City has performed all actions required by law to be performed prior to the creation of Tax Increment Financing District No. 3-20 within Municipal Development District No. 3 and the adoption of the tax increment financing plan relating thereto, including, but not limited to, notification of McLeod County and Glencoe-Silver Lake School District, having taxing jurisdiction over the property to be included in Tax Increment Financing District No. 3-20, and the holding of a public hearing on April 17, 2023, upon published and required notice as required by law.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Glencoe as follows:

1. Creation of Tax Increment Financing District No. 3-20 within Municipal Development District No. 3. The City hereby approves the creation of Tax Increment Financing District No. 3-20, the boundaries of which are fixed and determined as described in the Tax Increment Financing Plan.

1. Public Purpose. The adoption of the Tax Increment Financing Plan conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the City which is already built up to provide employment opportunities to improve the tax base, and to improve the general economy of the State and thereby serves a public purpose.
2. Interfund Loan. The City has determined that it may pay for certain costs (the "Qualified Costs") identified in the Tax Increment Financing Plan which costs may be financed on a temporary basis from the City's general fund or any other fund from which such advances may be legally made (the "Fund"). Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the Fund in order to finance the Qualified Costs. The City intends to reimburse itself for the payment of the Qualified Costs, plus interest thereon, from the tax increments derived from the TIF District in accordance with the following terms (which terms are referred to collectively as the "Interfund Loan"):
 - (a) The City shall repay to the Fund from which Qualified Costs are initially paid, the principal amount of \$10,000 (or, if less, the amount actually paid from such fund) together with interest at 5.00% per annum (which is not more than the greater of (i) the rate specified under Minnesota, Statutes, Section 270C.40, or (ii) the rate specified under Minnesota Statutes, Section 549.09) from the date of the payment.
 - (b) Principal and Interest on the Interfund Loan ("Payments") shall be paid semi-annually on each February 1 and August 1 commencing with the first February 1 or August 1 occurring after the date the tax increments from the TIF District are available and not otherwise pledged to and including the earlier of (a) the date the principal and accrued interest of the Interfund Loan is paid in full, or (b) the date of the last receipt of tax increment from the TIF District ("Payment Dates") which Payments will be made in the amount and only to the extent of available tax increments. Payments shall be applied first to accrued interest, and then to unpaid principal.
 - (c) Payments on the Interfund Loan are payable solely from the tax increment generated in the preceding six (6) months with respect to the TIF District and remitted to the City by McLeod County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, as amended. Payments on this Interfund Loan are subordinate to any outstanding or future bonds, notes, or contracts secured in whole or in part with tax increment and are on parity with any other outstanding or future interfund loans secured in whole or in part with tax increments.
 - (d) The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.
 - (e) The Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from tax increment pledged to the payment hereof under this resolution. The Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the city. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs incident hereto except out of tax increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on the Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the termination of the TIF District.

STATE OF MINNESOTA
COUNTY OF MCLEOD
CITY OF GLENCOE

I, the undersigned, being the duly qualified and acting Administrator of the City of Glencoe, Minnesota, DO HEREBY CERTIFY that, I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes relate to the creation of Tax Increment Financing District No. 3-20 within Municipal Development District No. 3 in the City.

WITNESS my hand this 17th day of April, 2023.

City Administrator



SMALL CITY & BIG FUTURE

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

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separate agenda items**

CONTRACT
FOR
DEVELOPMENT
By and Between
The City of Glencoe, Minnesota
And
RDV Companies, Inc.,
A Minnesota corporation

This document was drafted by:

Huemoeller, Gontarek & Cheskis, PLC

16670 Franklin Trail, Suite 210

Prior Lake, MN 55372

CONTRACT FOR
PRIVATE DEVELOPMENT

ARTICLE I.

RECITALS

THIS AGREEMENT, made on this _____ day of _____, 2023, by and between the City of Glencoe, a home rule charter city of the State of Minnesota having its principal offices at 1107 — 11th Street East, Suite 107, Glencoe, Minnesota 55336, (hereinafter referred to as the "City") and RDV Companies, Inc., a Minnesota corporation, _____ (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the City is a home rule charter city of the fourth class organized and existing pursuant to its home rule charter, under the constitution of the laws of the State of Minnesota and is governed by the Council of the City; and

WHEREAS, the Council is authorized to establish development districts in order to provide for the development of the City, and

WHEREAS, pursuant to the Minnesota Tax Increment Financing Act, hereinafter referred to as the "Act", including but not limited to Minnesota Statutes, Chapter 469 and predecessor statutes, authorizing the City to finance the capital and administration costs of a development district with tax increment revenues derived from a tax increment financing district established within such development district; and

WHEREAS, the City has established Tax Increment Financing District No. 20 within Municipal Development District No. 3 as a "redevelopment district" pursuant to Minnesota Statutes §469.174 to §469.1799, and

WHEREAS, Development District Number 3 and Tax increment financing district No. 20 created within Development District Number 3 are collectively known and referred to herein as the "Project", and

WHEREAS, the major objectives of the Council in establishing the Project are to: (1) acquire distressed land and improvements which are unused, under used or inappropriately used and make the same available for commercial re-development; (2) provide adequate streets, utilities and other public improvements and facilities to enhance the area for new commercial development and improve the financial base of the City; (3) provide maximum opportunity consistent with the needs of the City for development by private enterprise; (4); and redevelopment of blighted or substandard building(s).

WHEREAS, Project involves real property legally described as:

Tract 1: Lot Four (4) in Block Fifty-five (55) in the Town of Glencoe, together with the easterly one-half of the vacated alley adjacent thereto and excepting the railroad right-of-way.

Tract 2: Lots One (1), Two (2) and Three (3), Block Fifty-six (56), Town of Glencoe, together with the westerly one-half of the vacated alley adjacent thereto and excepting the railroad right-of-way.

(the "Property")

WHEREAS, the City believes that the development of the Project pursuant to this agreement and fulfillment generally of the terms of this agreement are in the vital and best interest of the City and the health, safety, morals and welfare of its residents in accordance with the public purposes and provisions of applicable Federal, State and local laws under which the Project is being undertaken and assisted;

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:

ARTICLE I.

REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Covenants by the City The City makes the following representations and covenants as the basis for the undertaking on its part herein contained:

- a. The City is a home rule charter City of the State with all the powers of a charter city of the fourth class duly organized and existing under the laws of the State. Under the provisions of the Act, the City has the power to enter into this Agreement and carry out its obligations hereunder.
- b. The Project is a "Tax Increment Financing district" within the meaning of the Act and was created, adopted and approved in accordance with the terms of the Act for redevelopment purposes.
- c. The activities of the City are undertaken for the purposes of providing additional employment and needed and necessary economic development of the City.
- d. To finance a portion of the Developers costs, the City proposes to pledge tax increments generated by the Project Area to the reimbursement of allowable project costs per the conditions of this Agreement. The reimbursement amount shall not exceed \$200,000.

Section 1.2 Representations, Warranties and Covenants by the Developer The developer represents, warrants and covenants that:

- a. The Developer is a Minnesota corporation, duly organized and in good standing under the laws of the State, is authorized to transact business within the State, has the power to enter into this Agreement and to perform its obligations hereunder, and by doing so is not in violation of the laws of the State.

- b. The Developer will construct, operate and maintain the Minimum Improvements in accordance with the terms of this Agreement, the Project Plan and all local, state and federal laws and regulations (including, but not limited to environmental, zoning, building code and public health laws and regulations) except for variances necessary to construct the improvements contemplated in the Construction Plans approved by the City.
- c. Subject to Unavoidable Delays, in which even the following time requirements shall be extended by the period of the Unavoidable Delay, the Developer shall commence construction of Phase I of the Project by no later than Summer 2023, and shall substantially complete construction by no later than August 1, 2024, as may be mutually extended by the parties hereto. For purposes of this Agreement, "Unavoidable Delays" shall mean delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.
- d. The Developer will use their best efforts to construct the Minimum Improvements in accordance with all applicable local, state or federal energy conservation laws or regulations.
- e. The Developer will use their best efforts to obtain, 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 before the Minimum Improvements may be lawfully constructed.
- f. It is anticipated that the Project will be constructed so that when completed the Property will have a market value as determined pursuant to Minnesota Statutes, Section 273.11, of at least \$1,075,100.

ARTICLE II.

IMPROVEMENTS

Section 2.1 Improvements to be Provided by the Developer

Developer shall provide all improvements unless otherwise stated herein. The improvements provided by Developer for which tax increments generated by the Project Area may be utilized for reimbursement of Developer shall be limited to interior concrete floors, exterior driveway, structure roof and structure siding. The Developer shall be required to submit to the City invoices evidencing payment in full for any of the above mentioned improvements before tax increments generated by the Project Area shall be used for any reimbursement.

Section 2.2 Financing Improvements

Unless agreed upon herein and subject to the terms contained herein, The City shall have no obligation whatsoever to provide, assist or expedite the financing of the improvements of the Property, including the Minimum Improvements. The Developer retains the full and complete obligation of

obtaining all necessary financing for all improvements to this property which may be required by the Developer toward the fulfillment of the Developer's obligation hereunder. Should Developer require use of the improvement reimbursement tax increments from the Project Area as collateral to secure financing, Developer and City shall execute a TIF Note substantially in the form as attached hereto as Exhibit "B".

ARTICLE III.

OMITTED

ARTICLE IV.

CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 4.1 Construction of Minimum Improvements The Developer agrees that it will construct the Minimum Improvements on the Property in accordance with the approved Construction Plans and at all times prior to the maturity date of any bonds for which the tax increment is pledged 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.

Section 4.2 Construction Plans

- a. At any time after execution of this Agreement by the City and the Developer, the Developer may submit to the City "Preliminary Plans", consisting of floor plans and sketches of the exterior and interior of the proposed Minimum Improvements which illustrate the size and character of the proposed improvements. Said Preliminary Plans shall be approved or rejected (in whole or in part) in writing by the City within twenty five (25) days after the date of their receipt by the City. If no written rejection is made within said twenty five (25) days, the Preliminary Plans shall be deemed approved by the City. Any rejection shall set forth in detail the reasons therefore. If the City rejects the Preliminary Plans, in whole or in part, the Developer may submit new or corrected Preliminary Plans at any time after receipt by the Developer of the notice of rejection. The City's approval of the Preliminary Plans shall not be unreasonably withheld.
- b. The Developer shall submit Construction Plans to the City. The construction Plans shall provide for the construction of the Minimum Improvements and shall be in conformity with the Development Plan, this Agreement, the Preliminary Plans, and all applicable state and local laws and regulations. The City shall approve the Construction Plans in writing if, in the sole discretion of the City: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans are adequate to provide for the construction of the Minimum Improvements; (c) no Event of Default has occurred. No approval by the City shall relieve the Developer of the obligation to comply with the terms of this Agreement, the terms of the Project Plan, applicable federal, state and local laws, ordinances, rules and regulations or to construct the Minimum Improvements. No approval by the City shall constitute a waiver of an Event of Default. Such Construction Plans shall, in any event, be deemed approved unless rejected in writing by the City, in whole or in part. Such rejection shall set forth in detail

the reasons therefor, and shall be made within twenty five (25) days after the date of their receipt by the City. If the City rejects the Construction Plans in whole or in part, the Developer shall submit new or corrected Construction Plans within sixty (60) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City. The City's approval shall not be unreasonably withheld. Said approval shall constitute a conclusive determination that the Construction Plans (and the Minimum Improvements, if constructed in accordance with said plans) comply to the City's satisfaction with the provisions of this Agreement relating thereto. The Construction Plans shall not be rejected due to any objection which could have been raised upon review of the Preliminary Plans and corrected more economically at that time.

- c. If the Developer desires to make any change in the Preliminary Plans or Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Preliminary Plans or Construction Plans, as modified by the proposed change, conform to the requirements of this Section 5.2 of this Agreement with respect to such previously approved Construction Plans, the City shall approve the proposed change and notify the Developer in writing of its approval. Such change in the Preliminary Plans or Construction Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons therefore. Such rejection shall be made within five (5) days after receipt of the notice of such change.

Section 4.3 Commencement and Completion of Construction The Developer shall commence construction of the Minimum Improvements in accordance with Section 2.2(d) of this Agreement, or on such other date as the parties shall mutually agree. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Property shall be in conformity with the Preliminary Plans and Construction Plans as submitted by the Developer and approved by the City.

The Developer agrees for itself, its successors and assigns, and every successor in interest of the Property, or any part thereof, that the Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 5.3 of this Agreement. It is intended and agreed that such agreements and covenants shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in the Agreement itself, be, to the fullest extent permitted by law and equity, binding for the benefit of the City and enforceable by the City against the Developer and its successors and assigns. Subsequent to conveyance of the Property, or any part thereof, to the Developer, and until construction of the Minimum Improvements has been completed, the Developer shall make reports in such detail and at such times as may reasonably be requested by the City, as to the actual progress of the Developer with respect to such construction.

Section 4.4 Certificate of Completion

- a. Promptly after completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Developer to construct the Minimum Improvements (including the dates for beginning and completion thereof), the City

will furnish the Developer with an appropriate instrument so certifying. Such certification by the City shall be a conclusive determination of satisfaction and termination of the agreements and covenants in the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Minimum Improvements and the dates for the beginning and completion thereof. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any Holder of a Mortgage, or any insurer of a Mortgage, securing money loaned to finance the Minimum Improvements, or any part thereof.

- b. The certificate provided for in this Section of this Agreement shall be in such form as will enable it to be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Property. If the City shall refuse or fail to provide any certification in accordance with the provisions of this Section 5.4 of this Agreement, the City shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of the Agreement, or is otherwise in default, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification.
- c. The construction of the Minimum Improvements shall be deemed to be completed when such Minimum Improvements are substantially completed, as determined by the City in the exercise of its reasonable discretion.

ARTICLE V.

REAL PROPERTY TAXES

Section 5.1 Real Property Taxes

- a. The Developer shall timely pay all real property taxes payable with respect to the Property.
- b. The Developer agrees that prior to the maturity date of any obligation for which the tax increment is pledged: (1) it will not cause a reduction in the real property taxes paid in respect of the Property: (a) willful destruction of the Property or any part thereof; (b) willful refusal to reconstruct damaged or destroyed property pursuant to Section 6.1 of this Agreement.

ARTICLE VI.

FINANCING

Section 6.1 Financing The Developer shall submit to the City evidence of a commitment for financing sufficient for construction of the Minimum Improvements (taking into account equity monies that will be provided by the Developer). If the City finds that the financing is sufficiently committed, adequate in amount to provide for the construction of the Minimum Improvements, and contains other terms and conditions which are not inconsistent with the objectives and needs of the City, then the City shall notify the Developer in writing of its approval. Such approval shall not be

unreasonably withheld and either approval or rejection shall be given within five (5) days from the date when the City is provided the evidence of such financing. If the City rejects the evidence of financing as inadequate, it shall do so in writing specifying the basis for the rejection. In any event the Developer shall submit adequate evidence of financing within thirty (30) days after such rejection.

Section 6.2 Limitation Upon Encumbrance of Property Prior to the completion of the Minimum Improvements, as certified by the City, neither the Developer nor any successor in interest shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attach to the Property, except: (a) for the purposes of obtaining funds only to the extent necessary for making the Minimum Improvements (including, but not limited to, land and building acquisition, including the purchase price paid for the Property, labor and materials, professional fees, real estate taxes, construction interest, organizational and other indirect costs of development, costs of constructing the Minimum Improvements, and an allowance for contingencies), and (b) only upon the prior written approval of the City.

ARTICLE VII.

PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1 Representation as to Development The Developer represents and agrees that its purchase of the Property, and its other undertakings pursuant to the Agreement are and will be used, for the purpose of development of the Property and not for speculation in land holding, other than the development of personal storage condominium units which will be sold to third parties within the term of this Agreement. The Developer further recognizes that, in view of (a) the importance of the development of the Property to the general welfare of the City; (b) the substantial financing and other public aids that have been made available by the City for the purpose of making such redevelopment possible; and (c) the fact any act or transaction involving or resulting in a significant change in the identity of the parties in control of the Developer or the degree of their control is for practical purposes a transfer or disposition of the property then owned by the Developer, the qualifications and identity of the Developer, and its partners are of particular concern to the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into the Agreement with the Developer, and, in so doing, is further willing to accept and rely on the obligations of the Developer for the faithful performance of all undertakings and covenants hereby by it to be performed.

Section 7.2 Transfer of Property and Assignment of Agreement For the foregoing reasons the Developer represents and agrees that: Except for only the development of personal storage condominium units which will be sold to third parties within the term of this Agreement and by way of security for, and only for, the purpose of obtaining financing necessary to enable the Developer or any successor in interest to perform its obligations with respect to making the Minimum Improvements under the Agreement, and only if such financing has been approved by the City, the Developer (except as so authorized) has not made or created, and will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, without providing reasonable advance notice to the City.

ARTICLE VIII.

EVENTS OF DEFAULT

Section 8.1. 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 (unless the context otherwise provides) any one or more of the following events:

- a. Failure by the Developer to pay when due the payments required to be paid under this Agreement, including any payments due and payable to any contractors, subcontractors, or professional service providers whom have furnished labor, materials or services to the property or Project.
- b. Failure by the Developer to submit a commitment for financing to the City in a timely manner pursuant to the terms and conditions of Section 7.1 of this Agreement.
- c. Failure by the Developer to timely pay any ad valorem real property taxes assessed, special assessments or other City charges, including utility charges or bills with respect to the Property when due and payable.
- d. Failure by the Developer to commence and complete construction of the Minimum Improvements pursuant to the terms, conditions and limitations of this Agreement.
- e. Failure by the Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder.
- f. The Holder of any Mortgage exercises any remedy provided by the Mortgage documents or exercises any remedy provided by law or equity in the event of a default in any of the terms or conditions of the Mortgage.

Section 8.2 Remedies on Default. Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs, the City may take any one or more of the following actions after providing thirty (30) days written notice to the Developer of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days:

- a. Suspend its performance under the Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Agreement.
- b. Cancel and rescind the Agreement.
- c. Withhold the Certificate of Completion.
- d. Take whatever action, including legal or administrative action, which may appear necessary or desirable to the City, including any actions to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement.

Section 8.3 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. In order to entitle the City or the Developer to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 8.4 No Additional Waiver Implied by One Waiver In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the 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.

ARTICLE IX.

ADDITIONAL PROVISIONS

Section 9.1 Conflict of Interests; City Representatives Not Individually Liable. The City's Mayor Ryan Voss is the sole shareholder/member of the Developer, and accordingly, has publicly disclosed this interest and recused himself from any and all decision-making actions and/or discussion related to the Project. No member, official, or employee of the city participate in any decisions relating to the Agreement which affects his personal interests or the interests of any Limited Liability Company, partnership, or association in which he is, directly or indirectly interested. Notwithstanding the interest disclosed above, no member, official, or employee of the City shall have any undisclosed personal interest, direct or indirect, in the Agreement. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of the Agreement, except in the case of willful misconduct.

Section 9.2 Provisions Not Merged with Deed None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 9.3 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 9.4 Notices and Demands Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the 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

- a. In the case of the Developer, is addressed to or delivered personally to RDV Companies, Inc. Attn: Ryan Voss, 6574 – 100th Street, Glencoe, MN 55336, email: ryan@rdvcompanies.com; and
- b. In the case of the City, is addressed to or delivered personally to the City at City Hall, Attn: Mark Larson or City Administrator, 1107 — 11th Street, Suite 107, Glencoe, MN 55336 or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other party as provided in this section.

Section 9.5 Counterparts This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 9.6 Modification In the event that a holder of a mortgage requests changes in this agreement as a condition to lending money to defray, in whole or in part, the cost of constructing the Minimum Improvements, the City will make such changes which are reasonably requested and which are determined by the City to be in the best interests of the Project.

ARTICLE X.

TERMINATION OF AGREEMENT

Section 10.1 Developer's Options to Terminate. The Developer may terminate this Agreement if the Developer has been unable to obtain a commitment for the financing of the Minimum Improvements.

Section 10.2 Action to Terminate Termination of this Agreement due to the occurrence of any of the foregoing must be accomplished by written notification to the other party within ten (10) days after the date when such option to terminate may first be exercised. A failure to terminate this Agreement within such period constitutes a waiver of the rights to terminate this Agreement due to such occurrence or event.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

THE CITY OF GLENCOE, MINNESOTA

By _____
Cory Neid, Its Vice-President of the City Council

By _____
Mark D. Larson
Its City Administrator

RDV COMPANIES, INC.

By _____
Ryan Voss
Its: Chief Executive

STATE OF MINNESOTA)
) ss
COUNTY OF _____)

On this _____ day of _____, 2023, before me, a notary public within and for said County, personally appeared Cory Neid and Mark D. Larson, to me personally known, who, being each by me duly sworn did say that they are respectively the Vice President of the City Council 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 Cory Neid 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)
) ss
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a notary public within and for said County, personally appeared Ryan Voss, to me personally known, who, duly sworn did say he Chief Executive of the RDV Companies, Inc., a Minnesota corporation and said instrument to be the free act and deed of said company.

Notary Public of the State of Minnesota.
My commission expires:

EXHIBIT "A"

COMPLIANCE CERTIFICATE

The undersigned RDV Companies, Inc., does hereby certify to the City of Glencoe that as of the date of this Certificate those certain Minimum Improvements and Construction Conditions (as referenced in that certain Development Agreement dated _____) have been fully completed in the Project located at _____ in Glencoe, Minnesota (the "Project").

Dated this _____ day of _____, 2023 .

RDV COMPANIES, INC.

By _____
Ryan Voss
Its: Chief Executive

EXHIBIT B

Form of TIF Note

No. R-1

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF MCLEOD
CITY OF GLENCOE

TAX INCREMENT REVENUE NOTE
(RDV COMPANIES, INC. PROJECT)

The City of Glencoe, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to RDV Companies, Inc., a Minnesota limited liability company, individually (the "Developer" or the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$200,000 as provided in that certain Development Agreement, dated as of _____, 2023, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer. This Note bears no interest.

The amounts due under this Note shall be payable bi-annually, commencing August 1, 2025,¹ and on each August 1 and February 1 thereafter to and including February 1, 2035, or, if the first should not be a Business Day (as defined in the Development Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall be applied to principal.

The Payment Amounts shall be payable solely from 90% of the available tax increments (the "Tax Increments"). The payment amounts due to the Developer shall be from the

¹ As stated herein below, the City makes no representation or covenant that the Tax Increments will be sufficient to pay the amounts which are or may become due and payable herein, including but not limited to, the payment referenced on or about August 1, 2025. In relation to the referenced August 1, 2025 payment, Developer is advised that the City in good faith intends to reimburse itself for certain qualifying expenses to the fullest extent allowable under Minnesota statute and the Development Agreement.

Property (as defined in the Development Agreement), within the City's Tax Increment Financing District 3-20 (the "Tax Increment District") within its Municipal Development District No. 3 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have terminated the Development Agreement, on the date the Tax Increment District is terminated, or on the date that all principal payable hereunder shall have been paid in full (in an aggregate principal amount not to exceed \$200,000), whichever occurs earliest.

The City makes no representation or covenant, expressed or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City of Glencoe, Minnesota and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note is subject to prepayment in immediately available funds on any date at the option of the City, in whole or in part and without penalty.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that

this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Glencoe, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Vice President of City Council and Administrator and has caused this Note to be dated as of _____, 20____.

DO NOT EXECUTE UNTIL PAID INVOICES FOR SITE IMPROVEMENTS ARE GIVEN TO THE CITY.

Administrator

Vice President of City Council

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of RDV Companies, Inc., and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF CITY ADMINISTRATOR</u>
RDV Companies, Inc. _____ _____		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



SMALL CITY & BIG FUTURE

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

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separate agenda items**



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

To: Mark Larson, City Administrator

From: Mark Lemen, Public Works Director

Date: April 12, 2023

RE: **Item 6A** - Sanitary Sewer Manhole Rehabilitation and Lining Quotes

Item 6A - The city received two quotes for the repair of nine sanitary sewer manholes. The repairs are required to help alleviate Inflow and Infiltration issues as well as prevention of sanitary sewer back-ups that can be a result of deteriorating infrastructure. The quotes received are from Innovative Coatings and Hiperline Performance Lining.

Both Hiperline and Innovative products carry a 10-year warranty and have both been used in the City of Glencoe sanitary sewer collection systems. The Hiperline quote includes repair and/or rebuilding of the bench in several identified manholes, therefore, the quote provided from Hiperline is substantially higher. However, Innovative does have a line item stating that repairs to the concrete will be made if necessary and that the quote includes that potential work, but the Innovative quote does not identify individual manholes that will be repaired. Both companies were given the same list of manholes in need of repair and instructed to provide a quote based on their recommendations for lining and repair.

GLENCOE

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Phone: (320) 864-5586

In addition to the recommendation of reconstructing manhole benches, the Hiperline product does have a significant increase in material applied and consists of a bright pink color that allows for higher visibility throughout the manhole for inspection purposes.

My recommendation is to award Hiperline the sanitary sewer manhole project due to the scope of work quoted and quality and thickness of product applied. In addition, Hiperline performed the rehab and lining of nine sanitary sewer manholes for the City of Glencoe in 2022. Both detailed quotes are attached to this request.

Hiperline High Performance

10 year Warranty
500-1000 mils of material
High Visibility Color
Bench Rebuild: 18th St E &
Knight Ave N, 20th St E &
Ives Ave N, 15th St &
Baxter Ave,

\$ 55,440.20

Innovative High Performance

10 year Warranty
125-130 mils of material

\$ 41,600.52



SMALL CITY  BIG FUTURE

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

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



HIPERLINE
HIGH PERFORMANCE LINING

Manhole Quote

Sold To Mark Lemen

Date 4/10/2023

Glencoe, Minnesota
mlemen@ci.glencoe.mn.us
[513-238-0144](tel:513-238-0144)

PO No.

				Mobilization:	\$1,280.00
Manhole	Location	Depth (ft)	Description of Repair	Cost	
1	18th Street East and Knight Ave North	5.90	SpectraShield, Brick / Block, Grout Low leaks, Bench Rebuild	5,922.60	
2	20th Street East and Ives Avenue North	8.30	SpectraShield, Old Precast, Grout Medium leaks, Bench Rebuild	6,273.90	
3	15th Street and Elliot Ave	8.10	SpectraShield, Brick / Block, Grout Low leaks	4,649.40	
4	15th Street and Baxter Ave	10.10	SpectraShield, Brick / Block, Grout Low leaks, Bench Rebuild	7,398.40	
5	15th Street and Armstrong Ave	9.50	SpectraShield, Brick / Block, Grout Low leaks	5,453.00	
6	14th Street and Armstrong Ave	9.30	SpectraShield, Brick / Block, Grout Medium leaks	5,700.90	
7	1406 Fir Avenue North	7.10	SpectraShield, Old Precast, Grout Low leaks	3,720.40	
8	13th Street and Baxter Ave	10.80	SpectraShield, Old Precast, Grout Medium leaks, Traffic Control, R.O.W. Permit	9,416.40	
9	14th Street and Cedar Ave	9.80	SpectraShield, Brick / Block, Grout Low leaks	5,625.20	
Total				\$55,440.20	

Notes:

- A site visit is agreed upon prior to mobilization if deemed necessary by HIPERLINE.
- Owner shall be responsible for providing a disposal site for all debris during the installation of the SpectraShield Liner System. This debris shall include, but not be limited to sand, chipped concrete, old linings, effluents, etc.
- Invoice(s) will be based upon field measurements and may increase or decrease the actual invoice/contract/purchase order amount accordingly.
- Our invoices are NET 30 DAYS, no retainage. A 1.5% interest charge per month for invoices over 30 days will apply.
- Sanitary sewer manholes include our industry leading 10 year warranty; storm sewer structures come with a standard 1 year warranty
- Removing manhole steps is part of the standard process unless noted otherwise
- If excessive grouting/leak-stopping is required (more than 1 workday), we will notify customer before proceeding. Additional grouting rates are \$300 per hour for the truck and crew, \$100 per gallon of grout, and \$25 per tube of grout

Customer Name

Customer Signature

Send Invoice To

Additional Notes:

Bench price included:
#1. \$1,900
#2. \$1,200

Thanks for the Opportunity to Serve You!

HIPERLINE 15725 US HWY 12 SW Cokato, MN 55321 320.286.2471

Innovative

High Performance Coatings

Innovative High Performance Coatings
"A Service Disabled Veteran Owned Small Business"
1325 S. Frandsen, Rush City, MN 55069
Contact: Christian Westbrook
Cell: 612-499-1855
Fax: 320-629-3950
www.innovativeHPC.com

Prepared For: Mark Lemen

Phone Number: O: (320) 864-6954
C: (320) 510-0366

Company Name: City of Glencoe
Address: 1107 11th Street East
Glencoe, MN 55336
Suite 107

Email: mlemen@ci.glencoe.mn.us

BID SUMMARY

Project Name: City of Glencoe

Project Location: Multiple Locations - 9 Manholes

Bid Date: 04-10-2023

BID AMOUNT

\$41,600.52

SCOPE OF WORK

This proposal is based on site observations by Christian Westbrook from IHPC for the above - mentioned project. The above pricing includes necessary substrate prep. work/removal of all oil, grease, rust, scale, deposits and other debris or contaminants, and coating of 125 mils of Zebron 386.

<u>Location</u>	<u>Structure</u>	<u>Lin. Ft.</u>	<u>Total Price</u>
18th & Knight	Block	6'	\$3,200.04
20th & Ives	Block	8'	\$4,266.72
15th & Elliot	Brick	8'	\$4,266.72
15th & Baxter Ave. N	Brick	10'	\$5,333.40
15th & Armstrong	Brick	9'	\$4,800.06
14th & Armstrong	Block	9'	\$4,800.06
1406/1408 Fir Ave. N	Block	7'	\$3,733.38
13th & Baxter Ave. N	Block/Brick?	11'	\$5,866.74
14th & Cedar	Brick	10'	\$5,333.40

Traffic Control/Traffic Plan shall be provided by others for 13th Street E. & Baxter Ave. N. manhole rehabilitation and coating.

INSTALLATION

Zebron

- Wash area with 5000 PSI water blaster to ensure substrate is in clean, sound condition.
- Rehab concrete as is necessary Two gallons of water stop are included in this proposal. Should the structure(s) require more than 2 gallons, additional charges shall occur.
- Prime all concrete with 3-5 mils of Zebron prime coat.
- Spray Zebron, the original, proven, 100% solids polyurethane to desired thickness (125 mils), in one spray application. Crews will be using proper protective clothing as well as respirators to limit exposure, although Zebron has NO VOC.
- Spark test with 15000 volts to ensure no pinholes or imperfections in the coating exist. Fix any pinholes or imperfections following the manufacturers standards and in line with standard operations.

Innovative

High Performance Coatings

Innovative High Performance Coatings
"A Service Disabled Veteran Owned Small Business"
1325 S. Frandsen, Rush City, MN 55069
Contact: Christian Westbrook
Cell: 612-499-1855
Fax: 320-629-3950
www.innovativehpc.com

QUALIFICATIONS

Zebron

- Crews on site will be led by trained and certified Zebron installers only. Product has highly specific application techniques that must be always adhered to.
- Innovative High Performance Coatings will mobilize a dedicated truck capable of spraying this two-part polyurethane, at a specific mix rate of 3-1, per the MSDS/Tech Data provided on Zebron 386 with 9000 series activator.

Other Qualifications

- The general contractor/owners representative is responsible for providing proper access for Innovative High Performance Coatings "A Service Disabled Veteran Owned Small Business's" installation equipment.
- This bid includes one mobilization to the work site. Additional mobilizations will cost an additional \$1000 per trip.
- Innovative High Performance Coatings is not responsible for coordinating or scheduling any required inspections. That is the responsibility of the General Contractor.
- As much equipment as possible should be removed from the vaults before the arrival of Innovative High Performance Coatings on site. Innovative will tape off the equipment left in the vaults but cannot guarantee it will be protected from any over-spray.

EXCLUSIONS

- Damage to underground utilities or mechanical and electrical ductwork/conduits.
- Any excavation and/or disposal of excavated materials.
- Purchase, placement, and compaction of fill soils.
- Lighting necessary to provide crew visibility during installation.
- Additional insurance coverage beyond Innovative High Performance Coatings standard coverage.
- Bonding. If required, please add 2% to contract amount.
- Structural or cosmetic damages due to the installation process.
- Providing traffic control services (if applicable).
- Bypass pumping done by others.
- Prevailing wage not included in this proposal.
- Should a Vac Truck be needed, it shall be provided by others.

Innovative High Performance Coatings
"A Service Disabled Veteran Owned Small Business"

SIGNATURE: _____ DATE: _____

Acceptance of Proposal - The prices proposed, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. We jointly and severally agree to pay you upon completion of the job and will further pay your service charge of 1-1/3% per month (16% annum) if our account is 30 or more days past due, and your attorney's fees and costs to collect or enforce this contract. Proposal price is valid for 60 days from time of receipt **My signature indicates that I accept the terms of this Proposal.

SIGNATURE: _____

DATE: _____



SMALL CITY & BIG FUTURE

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

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separate agenda items**



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

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: April 14, 2023

Re: **Item 6B** – Agreement 2023 – 03 with TCW Railroad

Item 6B – It is recommended to approve the agreement with TCW Railroad to replace the Railroad Crossing Surface on Greeley Avenue with concrete. As past practice, the Railroad will supply the labor and the City of Glencoe will pay for the materials. The funding would be from our Municipal State Aid (MSA) fund as Greeley Avenue from 10th Street to 13th Street is an MSA Route.

Greeley Avenue is proposed to be paved in the 2023 Pavement Management Plan this summer; it is also proposed to be narrowed at the crossing location for the installation of cross arms at this location.

It is recommended to authorize the Mayor and City Administrator to execute Agreement 2023-03 with TCW Railroad to replace the crossing surface at Greeley Avenue.

AGREEMENT NO. 2023-3
AGREEMENT
BETWEEN
TWIN CITIES & WESTERN RAILROAD COMPANY
AND
THE CITY OF GLENCOE, MINNESOTA
FOR REPLACEMENT OF
RAILROAD/ROAD AUTHORITY CROSSING SURFACE ON GREELEY AVENUE

THIS AGREEMENT, made and entered into by and between Twin Cities & Western Railroad Co., a Minnesota corporation (the “Company”), and the City of Glencoe, Minnesota, a body politic and corporate under Minnesota law (the “City”);

RECITALS

FIRST: The Company owns and/or operates a rail line that intersects with Greeley Avenue in Glencoe, MN (the area of intersection is, the “Crossing”)

SECOND: The Company and the City desire to undertake jointly, improvements to the Crossing and further desire to memorialize the terms and conditions of their joint undertaking.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the City agree as follows:

1. **Scope of Joint Undertaking.** The joint undertaking shall consist of (i) removal and replacement of the Crossing at-grade surface, (all such work being, the “Company’s Work”); and (ii) removal and replacement of the roadway surface leading up to the Crossing, including temporary surface patching during construction (all such work being, the “City Work”)(together, the Company’s Work and the City’s Work are, the “Project”).
2. **Company Undertaking.** At all times, the Company shall be sole manager of the Company’s Work. In said capacity, the Company shall:
 - a. Prepare all plans and specifications and estimate of total construction costs of the Crossing at-grade surface, and provide the City prior written notice, as provided in paragraph 4. a. below, of any substantial changes to said plans and specifications; and
 - b. Provide all necessary labor, equipment, and materials for the Company’s Work and complete the same as soon as practicable after commencement.
3. **City Undertaking.** At all times, the City shall be sole manager of the City’s Work:
 - a. Cause all necessary engineering work for its undertakings under this

paragraph 3 to be completed;

- b. Provide all necessary labor, equipment, and materials for the City's Work and complete the same as soon as practicable after commencement.
- c. For the duration of the Project, provide traffic control for the Project, such control to include but not be limited to, closing of Greeley Avenue and redirecting traffic by way of posted detours.

4. Construction Period/Work Notices/Inspections.

- a. Each party understands that the Project will be scheduled in the year 2023, and dates to be mutually agreed upon by the Company and the City;
- b. Prior to commencement of on-site work on the Project, the Company and the City, as the case may be, shall give at least 7 days written notice by email, as follows:

If to City:

Mark Larson

mlarson@ci.glencoe.mn.us

With "cc" to:

If to Company:

Greg Graham

ggraham@tcwr.net

With "cc" to:

Tina Ryberg

tryberg@tcwr.net

- c. The Company shall at all times permit authorized representatives of the City to inspect the Project.

5. Construction Costs/Payment.

- a. Construction and engineering costs relating to the Project shall be allocated as follows:
 - i. Of the total cost of \$69,884.47 for the Company's undertaking described in paragraph 2 above, the City shall reimburse the Company in the amount of \$34,783.63;
 - ii. Subject to the foregoing reimbursement provision, the Company shall pay all costs associated with the Company's undertaking described in paragraph 2 above;

iii. The City shall pay all costs associated with the City's undertaking described in paragraph 3 above.

- b. Within thirty (30) days after the Company provides the City with written notice of completion and acceptance of the Project and an invoice for the City's allocated share of Project costs as set forth in subparagraph 5. a. i. above, the City shall remit to the Company forthwith, payment of the invoiced amount.

6. Distinct Employees/Contractors – Non-Discriminatory Retention Practices.

- a. Employees of and other personnel retained by either party to this Agreement shall not be considered employees or contractors of the other party, and any and all claims that arise or are alleged to arise under Minnesota Statutes Chapter 176 (Workers' Compensation) as the result of one party's undertaking under this Agreement shall be the obligation or responsibility of the other party hereunder.
- b. The Company and the City each agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin, be excluded from employment.

7. Mutual Indemnity/Hold Harmless. The Company and the City hereby indemnify each other against and hold each other harmless from any and all claims, actions, liability, loss, costs, damages, and expenses, including, but not limited to attorneys' fees and disbursements, relating directly or indirectly to the Project.

8. Miscellaneous.

- a. Any modification of this Agreement shall be effective only by written amendment executed by both the Company and the City;
- b. This Agreement shall apply only to the Crossing;
- c. This Agreement may be executed either by wet signature or digital signature, in multiple counterparts, each of which shall be deemed an original. Digital transmittal of an executed counterpart shall be deemed an original.

IN WITNESSETH WHEREOF, the Company and the City have executed this Agreement as of the dates set forth below.

TWIN CITIES & WESTERN RAILROAD
COMPANY

CITY OF GLENCOE, MN

By: _____ Dated: _____
Its: President

By: _____ Dated: _____
Its: Mayor

Greeley Ave. Glencoe
73' Concrete Panel Crossing

Construct one at-grade crossing surface

Work Description	Cost
Labor & Equipment (Railroad's Expense)	\$35,100.84
Material needed for installing crossing:	
a) Furnish and install 73' of concrete panel crossing	
b) Furnish and install mainline crushed granite	
c) Furnish and install ties below and around crossing surface	
d)Furnish and install 115re rail and all OTM	
Total Material Cost (City's Expense)	\$34,783.63

Total Project	\$69,884.47
----------------------	--------------------

City is responsible for traffic control for two day road closure.

City is responsible for cutting, disposal of and reinstalling bituminous material

TC&W will dispose of railroad material.



SMALL CITY & BIG FUTURE

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

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

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: April 14, 2023

Re: **Item 7A** – Police Officer Appointment

Item 7A1 – It is recommended to approve a Memorandum of Understanding (MOU) with the Glencoe Police Union to provide a \$.50 per hour stipend for officers that speak Spanish. At the present time, we have no members of the department that speak Spanish fluently. We have talked with the attorney for MNPEA, and he has approved the language in principle.

Item 7A2 – It is the recommendation of Police Chief Padilla to appoint Marco Mirand from Olivia to one of the open Police Officer Positions. Miranda will start at two-year step on the Police Salary schedule and will receive a \$.50 per hour incentive as he is bilingual in English and Spanish. Attached is Miranda's application and Resume, and the recommendation of Chief Padilla.

MEMORANDUM OF UNDERSTANDING
Translation Services
2023-01

This Memorandum of Understanding is entered into between the City of Glencoe (hereinafter "City") and the Minnesota Public Employees Association representing City's Police Officers (hereinafter "Union").

WHEREAS, City and Union are parties to a collective bargaining agreement; and

WHEREAS, City has occasional but predictable need for translation services to provide adequate police services to its population, for which City would otherwise be required to contract with outside vendors, but which Union police officers may be able to provide;

NOW, THEREFORE, the parties hereto agree as follows:

- 1) Employees who are specifically required or authorized by the City to use foreign or sign language skills shall be compensated an additional stipend of \$.50 per hour above their regular hourly wage.
- 2) This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

FOR THE UNION:

FOR THE CITY:

Date:_____

Date:_____

Union Steward

Mayor

MNPEA

City Administrator

Glencoe Police Department

Memo

To: Glencoe City Council
From: Tony Padilla- Chief of Police
cc:
Date: April 10, 2023
Re: Approval to hire full time officer

I would like to recommend Marco Miranda for a full time police officer position with the Glencoe Police Department. Marco has passed all hiring requirements to become a Glencoe Police Officer

Marco has an Associate of Applied Science in Law Enforcement degree from Minnesota West Community College. Marco also complete his Skills at MN West Community College.

Marco is currently working as a police officer for the City of Olivia full time and part time for the City of Hector. Marco is bilingual in Spanish and is very excited to work in our City.

I believe Marco with be a great addition to the Glencoe Police Department.



Marco Miranda

Patrol Officer

A selfless and devoted police officer looking for the opportunity to further my development as a police officer. Multicultural individual with keen awareness and excellent verbal and written communication skills. Known for being dependable, adaptable and a team player.

Email: mmirandaa017@gmail.com
Address: 403 S 3rd St Olivia MN 56277
Phone: (507) 350-9792
Date of birth: May 21, 1991
Nationality: Guatemala

Experience

Jun 2022 - Present

Patrol Officer

Olivia Police Department Olivia, MN

As a patrol officer, my main duties are to be attentive of the needs of the City of Olivia. My duties range from community interactions, traffic control in Hwy 212 and criminal investigations. To summarize my duties would be difficult because of the fact that everyday has a new challenge.

Dec 2022 - Present

Police Officer

Hector Police Department Hector, MN

Part-time police officer who picks up shifts when needed.

Education

Jan 2019 - Dec 2021

AAS Degree

Minnesota West CTC Worthington, MN

Honor Graduate

GPA: 3.52/4.00

Aug 2006 - May 2010

Diploma

Sibley Occheydan High School Sibley, IA

Languages

Spanish
Native

Skills

Physical Stamina	Attention to details	Problem solving	Excellent communications skills
Integrity	Report writing	Mental agility	Adaptability

Certifications & Courses

SFST ARIDE Certification- Minnesota State Patrol October 2022
License post # 27458

CITY OF



SMALL CITY & BIG FUTURE

EMPLOYMENT APPLICATION

APPLICANT INFORMATION

Last Name	Miranda	First	Marco	M.I.	A	Date	02/22/2023
Street Address	403 S 3rd St					Apartment/Unit #	
City	Olivia	State	MN	ZIP	56277		
Phone	(507) 350-9792		E-mail Address	mmirandaa017@gmail.com			
Date Available	May 2023	Social Security No.	073-92-7180	Desired Salary	\$32 hr		
Position Applied for	Patrol Officer						
Are you a citizen of the United States?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	If no, are you authorized to work in the U.S.?		YES <input type="checkbox"/>	NO <input type="checkbox"/>	
Have you ever worked for the City Of Glencoe?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If so, when?				
Have you ever been convicted of a felony?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If yes, explain				
Driver's License Number	T660-291-003-112		State	MN			

EDUCATION

High School	Sibley Ocheyedon High School	Address	Sibley, IA		
From	2006	To	2010	Did you graduate?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Degree
College	Minnesota West CTC	Address	Worthington, MN		
From	2020	To	2022	Did you graduate?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Degree A.A.S- law enforcement
Other		Address			
From		To		Did you graduate?	YES <input type="checkbox"/> NO <input type="checkbox"/> Degree

REFERENCES

Please list three professional references.

Full Name	Michael Cumiskey	Relationship	Law enforcement instructor
Company	Minnesota West CTC	Phone	(507) 360-6864
Address			
Full Name	Jacob Samdal	Relationship	3 year friendship
Company	Minnesota State Patrol	Phone	(507) 822 6436
Address	Window, MN		
Full Name	Bill Keitel	Relationship	10 year professional friendship
Company	Buffalo Billfold Company	Phone	(507) 360-2670
Address	Worthington, MN		

CURRENT AND PREVIOUS EMPLOYMENT

Company	Olivia Police Department	Phone	(320) 523-1161		
Address	105 5th Street Suite 245 Olivia, MN 56277	Supervisor	Aaron Clouse		
Job Title	Patrol Officer	Starting Salary	\$ 27.68 Hr	Ending Salary	\$ 31.21 Hr
Responsibilities	Criminal investigation, Community engagement, prevention of crimes, Traffic control				
From	06/2022	To	Present	Reason for Leaving	Present
May we contact your previous supervisor for a reference? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					

Company	Hector Police Department	Phone	(320) 583-6214		
Address	110 Cedar Ave E, Hector, MN 55342	Supervisor	Zach Pierce, Chief of police		
Job Title	Part-time Police Officer	Starting Salary	\$ 27 Hr	Ending Salary	\$ 27 Hr
Responsibilities	On call				
From	12/2022	To	Present	Reason for Leaving	Present
May we contact your previous supervisor for a reference? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					

Company	JBS	Phone	(507) 372-2121		
Address	1700 MN-60, Worthington, MN 56187	Supervisor	Gary Kruger		
Job Title	Maintenance Technician	Starting Salary	\$ 25 Hr	Ending Salary	\$ 28 Hr
Responsibilities	Calls for maintenance				
From	07/2021	To	06/2022	Reason for Leaving	Graduated Law enforcement program
May we contact your previous supervisor for a reference? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>					

MILITARY SERVICE

Branch	From	To
Rank at Discharge	Type of Discharge	
If other than honorable, explain		

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge. I hereby authorize the City of Glencoe, either on its own or by and through an agent, to thoroughly investigate my references, work record, education and other matters related to my suitability for employment, such as criminal convictions, and further, authorize my present employer or any former employer or any other party, including any Government or Law Enforcement agency and the references I have listed, to disclose to the City of Glencoe any and all letters, reports and other information related to my work records, without giving me prior notices of such disclosure, except those which would indicate age, race, creed, color, sex, sexual orientation, or national origin. In addition, I hereby release the City of Glencoe, my former employers, and all other persons, corporations, partnerships, and associations for any and all claims, demands or liabilities arising out of or in any way related to such investigation or disclosure. I agree to abide by all rules and regulations of the City of Glencoe, and I understand that False statements or consequential omissions of any kind are sufficient grounds for denying employment or dismissal.

I have read and understand the above statement. This application is complete and accurate to the best of my knowledge.

Signature 

Date 02/22/2023



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Phone: (320) 864-5586

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Phone: (320) 864-5586

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: April 14, 2023

Re: **Item 7C** – Sign Grant Application

Item 7C – It is recommended to approve the sign grant application of CorTrust Bank.



SMALL CITY & BIG FUTURE

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

City of Glencoe Awning/Sign Grant Program Application

Name: *CoTrust Bank N.A*

Address of Property: *606 11th St E*

Phone Number: *320-864-3161*

Name of Contractor	Address	Phone Number	Bid Amount
1. <i>Albrecht Sign Company</i>	<i>7775 main ST NE Fridley, MN</i>	<i>763-754-2899</i>	<i>11,105 (Attached invoice is for deposit which is 50% of total project)</i>
2.			
3.			

Grant amounts are for up to 50% of the cost of the project with a maximum grant amount of \$2,500.00. Please attach a picture, drawing and/or dimensions of the awning project to this application.

City of Glencoe Awning/Sign Program Guidelines

- Awning/Sign grants will be for up to 50% of the awning project, not to exceed \$2,500.00.
- Awnings/signs must comply with the Uniform Building Code Section # 4506. Projects must also comply with any City Ordinances that are applicable to awnings/signs.
- Business/Property owner must complete an application and provide a picture, drawing and/or dimensions of the awning before approval of the project can be granted.
- To receive funding for the project, the awning/sign must be aesthetically pleasing and complement the building and other awnings around the building for awning projects.
- Awnings may not extend more than 4' from the building.
- Awnings/signs must be located within City limits.
- Applicants can only be awarded a grant once in every eight years.
- Grants will be available on a first come, first serve basis. Funding amounts for the Awning/Sign Program will vary each year depending upon what is available in the City budget.
- The Economic Development Committee and the Planning Commission will review all applications and make recommendations to the City Council. The Glencoe City Council will have final approval of all projects.

I verify that the information provided is correct and I will follow all the program guidelines.

Signature: *[Signature]*

Date: *3/3/2023*

Mayor: Ryan Voss
City Administrator: Mark D. Larson
Council Members: Allen Robeck – Paul Lemke – Cory Neid – John Schrupp – Susan Olson

**Albrecht Sign Company**7775 Main Street NE
Fridley, MN 55432 USAPhone: 763.754.2899
Fax: 763.767.7316
Fed ID: 82-0773738**Deposit Invoice 28211**

Page 1 of 1

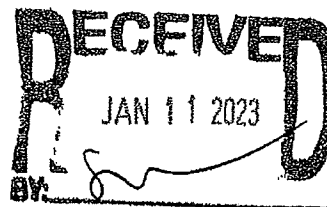
Account
address:**CORTRUST**300 CHERPA PL
SIOUX FALLS, SD 57103
Phone: 605-444-4027Shipping
address:CORTRUST-GLENCOE
606 11th Street E
Glencoe, MN 55336

Credit Date	Due Date	Terms	Your Order	Salesperson
12/6/2022	12/16/2022	50% DOWN, NET 10		Chris Judd

Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	DEPOSIT Deposit - 50.00% for SURVEY		EA	337.50	\$337.50
		Our Order 37121				
Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	DEPOSIT Deposit - 50.00% for PERMITS		EA	112.50	\$112.50
		Our Order 37121				
Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	DEPOSIT Deposit - 50.00% for CHANNEL LETTERS		EA	3,282.50	\$3,282.50
		Our Order 37121				
Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	DEPOSIT Deposit - 50.00% for INSTALL		EA	1,465.00	\$1,465.00
		Our Order 37121				
Order Qty	Ship Qty	Part ID/Description	Rev	U/M	Unit Price	Extended Price
1.00	1.00	DEPOSIT Deposit - 50.00% for ELECTRICAL CONNECTION		EA	355.00	\$355.00
		Our Order 37121				

Glencoe exterior signage

653000#261

11/10/23
1/10/23

Credit card payments will be subject to a surcharge up to 3%.

Deposit Sub-total	\$5,552.50
Freight	\$0.00
Tax	\$0.00
Deposit Total	\$5,552.50



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

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: April 14, 2023

Re: **Item 8A** – Discussion on Economic Development Authority (EDA)

Item 8A – City Attorney Ostlund will review the process for establishing and EDA with the City Council. No Action is required at this time.



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

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: April 7, 2023

Re: Economic Development Advisory process to City Council

City Attorney Mark Ostlund has been reviewing the current advisory process for the City of Glencoe and will review those findings with the City Council on Monday. Attached is his correspondence.

As noted on one of the attached pages, if the City did establish an Economic Development Authority (EDA), the maximum EDA levy for the City would be approximately \$107,000 per year.

Currently, the Assistant City Administrator is assigned the role of Economic Development Director for the City of Glencoe. This was established about 5 years ago when the City of Glencoe's contract for Economic Development services with the Glencoe Area Chamber of Commerce was not renewed. The City Council combined the positions of Event/City Center Coordinator and Economic Development into the current Assistant City Administrator Position.

City Attorney Ostlund will review the current Economic Development Process in Glencoe. He will also provide information on the process of establishing an EDA.

HUEMOELLER, GONTAREK & CHESKIS, PLC



ATTORNEYS AT LAW
16670 FRANKLIN TRAIL
P.O. BOX 67
PRIOR LAKE, MINNESOTA 55372
(952) 447-2131 (Office)
(952) 447-5628 (Fax)
Email: hg@priorlakelaw.com

ANTON CHESKIS
ALLISON J. GONTAREK*
MATTHEW GOSPODAREK
BRYCE D. HUEMOELLER
MARK W. OSTLUND

*Licensed in Minnesota and Wisconsin

MEMORANDUM

TO: Glencoe City Staff; Glencoe City Council
FROM: Mark W. Ostlund; Matthew Gospodarek
DATE: January 13, 2023
Re: Economic Development Commission Questions

This memorandum is being provided in response to your questions concerning the Economic Development Commission ("EDC").

OPTION #1: Bring EDC back under City control

Pursuant to Minnesota Statutes 469.090 – 469.1082, cities in Minnesota have the power to establish and regulate an economic development authority ("EDA"). These EDAs are typically well funded community boards that provide flexible business assistance and generally have the power to buy and sell property; make loans and grants to businesses; provide guarantees or other credit enhancements; and sell bonds. Under these same statutes, a city may further subdivide an EDA and provide for an EDC. An EDC is a common feature of any functionally healthy city and typically acts in an advisory capacity to a city's EDA and/or City Council whereby it researches and provides recommendations on economic policies, implementation of local plans, etc. The role an EDA/EDC plays in a city's economic growth and development is vital and cannot be understated.

Initially, an EDA was established in the City of Glencoe to help grow the City's economic interests. However, due to a lack of funding, the EDA ceased to operate in its original capacity and currently exists as an EDC under the Chamber of Commerce. It is clear from language of Minnesota Statutes 469.090 – 469.1082 that the City, and not local interest organizations, is responsible for the establishment and maintenance of an EDA/EDC. Minnesota Statutes are silent on whether a city may delegate EDA/EDC authority to a local interest organization, however, even if this were allowable, it is unclear what steps, if any, the City has taken to approve the EDC's operation under the Chamber of Commerce's control. Further, it is worth noting that most, if not all, Minnesota cities have established EDCs as a function of the City and not as a function of a local interest group. It is therefore advisable the City acts to bring the current EDC under the umbrella of the City rather than continue to leave it as a function of the Chamber of Commerce. That said, if the City wished to maintain a degree of separation from the EDC and would continue to allow the EDC to function as a branch of the Chamber

of Commerce, it may do so provided the EDC continues to exercise little to no decision-making authority and acts only as a sounding board for the City Council. The upside to bringing the EDC back under the City's legal structure would be more ability to define the EDC's functional roles and more flexibility share certain information with the EDC.

OPTION #2: Implement a formal written policy as it relates to the City's relationship with the EDC to ensure that the City is not otherwise violating any laws, regulations or best practices.

OPEN MEETING ISSUE: Additionally, there are questions concerning whether the EDC, in its current form, is subject to Minnesota's Open Meeting laws. Minnesota Statutes, chapter 13D governs meetings held by governmental bodies and generally requires that these meetings be held open to the public. However, the Minnesota Supreme Court has held that the Open Meeting Law applies only to a quorum or more of members of the governing body or a committee, subcommittee, board, department, or commission of the governing body.¹ In ruling on the matter, the Supreme Court held that chapter 13D did not apply to advisory groups where there was less than a quorum of members of a governing body and the advisory group did not exercise decision making authority. Therefore, to the extent the EDC does not host a quorum of City Council members and acts in a merely advisory capacity, Minnesota's Open Meeting Law does not apply. It is worth noting that the City has and should continue to take necessary steps to ensure that a quorum of council members do not attend any EDC meetings.

DATA PRACTICES: There have been some concerns raised about how the EDC receives and shares information. In particular, concerns have been raised about the staffing of the EDC by prominent staff members of the City and local business leaders alike. This comingling of City staff and local business leaders under an organization operating outside of City control has the potential to see an exchange of confidential information with members of the public. Minn. Stat. Ch. 13, known as the Minnesota Government Data Practices Act ("MGDPA") governs the release of "all data collected, created, received, maintained, or disseminated" by a covered governmental entity "regardless of physical form, storage media, or conditions of use" and applies to all cities, city boards, and city employees. Minn. Stat. 13.02 subd. 7. The MGDPA divides all government data into the following classifications:

Data On Individuals	Data Not On Individuals	Data On Decedents	Who Has Access
Public ²	Public	Public	Anyone
Private	Nonpublic	Private	Data subjects and government employees and officials with a business need to know.
Confidential	Protected Nonpublic	Confidential	Only government employees and officials with a business need to know.

¹ Moberg v. Independent School Dist. No. 281, 336 N.W.2d 510 (Minn. 1983) (en banc).

² "Public data" is therefore anything not classified by state statute, federal law, or temporary classification as either private or confidential and is accessible to anyone for any reason. Private data is defined as data that is not accessible to the public but is accessible to the data subject and may be disseminated if the data subject provides authorization to release the data. Confidential data is defined as data not accessible to the public nor the data subject and may only be disseminated to those authorized by law. Minn. Stat. 13.02 and 13.03.

To the extent the EDC exists outside the City's governmental authority as a local association and is staffed by members of the public, many of whom are not likely to be considered "data subjects" under the law, it would appear the EDC cannot be allowed to handle otherwise private or confidential governmental data without either specifically receiving approval from a party to the matter (if the data is private) or is authorized to do so by statute (if the data is confidential). It is therefore advisable City staff communicating with members of the EDC take extra precautions to avoid divulging protected information to members of the public.³

Further, Glencoe's City Code does not appear to provide guidelines or regulations for communication between the City and the EDC.⁴ Therefore, it is recommended the City of Glencoe draft and implement a policy outlining how communications between City staff and the EDC are to be conducted. Doing so, would provide structure on how recommendations are drafted by the EDC and received by the Council. Further, it is recommended that this policy focus on the type of information that is permissible for City staff to share and how that information is shared to ensure compliance with the MGDPA. Alternatively, it is recommended the City draft and implement an ordinance consistent with other townships and cities throughout Minnesota formally establishing the EDC as a function of the City. This would allow the City to dictate the structure, membership, and function of the EDC as well as protect itself from the potential mishandling of confidential information.

³ Some key examples of protected data City staff should avoid sharing with member of the EDC include real property complaint data (Minn. Stat. 13.44); all data on bids and proposals submitted in response to request for bids and proposals until the responses are opened (Minn. Stat. 13.37, subd 2; 13.591); HRA data (Minn. Stat. 13.585, 13.462, 13.59); appraisal data on real property made by the city prior to parties entering into an agreement (Minn. Stat. 13.44); etc.

⁴ Ordinance 170.03 subd. M states generally the City Administrator is to work with the EDC to create economic development proposals that meet the guidelines established by the City Council, but provides no further guidance.



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

Office of the City Attorney

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

MEMORANDUM

TO: Glencoe City Council
FROM: Mark W. Ostlund; Matthew Gospodarek
DATE: April 6, 2023
Re: EDC Policy

Currently, a certain Economic Development Committee exists under the corporate structure of the Glencoe Chamber of Commerce. This committee has no actual legal connection to the City of Glencoe, although staff, the city attorney, and a single council member attend monthly meetings. At each meeting, certain economic development topics are discussed, including the committee regularly hearing presentations from prospective development parties (i.e. real estate developers, businesses, etc.) and city staff regarding ongoing projects and objectives in the community. It is not uncommon for a prospective development partner or City staff to seek a recommendation from the EDC to the City Council regarding a particular project or matter. Any such recommendation is offered on a purely non-binding and informative basis.

That being said, the EDC exists outside the legal structures of the City and outside any of the statutory powers and benefits allocated to Cities and the EDAs incorporated thereunder. It is my recommendation that the City implement a more thoughtful and rigorous policy dictating what information is shared with the Chamber's EDC committee.

I would propose the City Council adopt the following as the Chamber of Commerce EDC Policy:

This is the City of Glencoe's formal policy regarding how the City and its staff interacts and works with the Glencoe Chamber of Commerce and, specifically, its Economic Development Committee known as the EDC. The EDC is unaffiliated with the City.

The City's position regarding the referenced EDC is that this committee is a non-binding advisory panel with no governmental affiliation, power or authority. The City recognizes that the EDC's primary function is to provide non-binding, advisory recommendation(s) to the City Council based upon the EDC's membership of professionals within the Glencoe business community.

The following City staff and/or officials are permitted to interact and work with the EDC (i.e. attend EDC meetings):

1. City Administrator

2. Assistant City-Administrator
3. City Attorney
4. One Council Member “Liasson” appointed by a majority vote of City council annually (no additional council members or mayor shall attend to avoid serial meeting and/or open meeting law concerns).

The EDC cannot be allowed to handle otherwise private or confidential governmental data without either specifically receiving approval from a party to the matter (if the data is private) or it is authorized to do so by statute (if the data is confidential). That being said, it is impractical for the City to continually assess statutory authorization for any issue before the EDC. Accordingly, any project or subject matter before the EDC must be done at the election of the private development partner. The City has no requirement that any project or matter appear before the EDC for any reason.

Data On Individuals	Data Not On Individuals	Data On Decedents	Who Has Access
Public	Public	Public	Anyone (i.e. EDC)
Private	Nonpublic	Private	Data subjects and government employees and officials with a business need to know. (i.e. not EDC)
Confidential	Protected Nonpublic	Confidential	Only government employees and officials with a business need to know. (i.e. not EDC)

The information shared by City staff and/or officials as part of EDC activities shall never include the following:

- Any data considered non-public or confidential, including but not limited to that certain non-public data list in Exhibit “A” hereto.
- Discussion of any prospective real estate offers for land being sold by the City of Glencoe.



SMALL CITY & BIG FUTURE

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BRYCE D. HUEMOELLER
MARK W. OSTLUND

*Licensed in Minnesota and Wisconsin

MEMORANDUM

TO: Glencoe City Council
FROM: Mark W. Ostlund; Matthew Gospodarek
DATE: April 6, 2023
Re: Setting up an EDA

This memorandum is being provided to you regarding the legal steps the City of Glencoe is required to take when establishing and maintaining an economic development authority ("EDA").

Any city wishing to establish its own EDA may do so pursuant to the establishment powers granted under Minn. Stat. 469.091 and by following the procedure set out under Minn. Stat. 469.093. Per the procedure laid out in Minn. Stat. 469.093, a city must adopt a written resolution called an enabling resolution to establish the EDA. Upon establishment of an EDA, the EDA shall enjoy all the powers granted under Minn. Stat. 490.090-1082 unless the city provides for limitations on these powers. At a minimum, the initial resolution should address the make up of the EDA's board.¹

Prior to the adoption of an enabling resolution, the city is required to hold at least one public hearing and provide notice of the hearing no more than 30 days from the date of the hearing. The notice should include the place and time of the hearing, a brief statement of the purpose of the hearing, and a summary of the resolution. The notice must be published once a week for 2 consecutive weeks in a newspaper of general circulation. Upon close of the hearing, the council may vote on the enabling resolution and subsequent establishment of an EDA.

Once an EDA has been established, and without limitation on the EDA's rights to petition the City at any time, the EDA must submit a report to the City Council within 60 days of the anniversary date of the adopted enabling resolution. This report should lay out whether and how the enabling resolution should be modified. Upon receipt of the EDA's yearly report, the Council has 30 days to review the enabling resolution, the EDA's recommendations, and make any modifications it deems necessary by written resolution.

Hopefully, this has been helpful. Call or email me with questions or concerns.

cc: Mark Ostlund

¹ See checklist for suggested items to include in the enabling resolution.

Enabling Resolution, Bylaws, Transfer Resolution and Ordinance Checklist

_____ **Board Size (Optional)**

- _____ 3 – Minimum of 1 City Council member
- _____ 5 – Minimum of 2 City Council members
- _____ 7 – Minimum of 2 City Council members

_____ **Officers/Staff Powers and Duties**

- | | |
|-----------------------------|---------------------------------|
| _____ - President | _____ - Executive Director |
| _____ - Vice President | _____ - Engineers |
| _____ - Treasurer | _____ - Technical/Support Staff |
| _____ - Assistant Treasurer | _____ - Secretary |

_____ **Procedures**

- | | |
|---|---|
| _____ - Board Compensation | _____ - Quorum |
| _____ - Budget | _____ - Treasurer's Bond |
| _____ - Fiscal Year | _____ - Reports/Financials/Audits |
| _____ - Corporate Seal | _____ - Professional/Technical Services |
| _____ - Annual/Monthly/Special Meetings | _____ - Amendments to By-Laws |
| _____ - Depositories | _____ - Conflict of Interest |

_____ **Committee Structure (optional)**

- | | |
|-----------------------------|--|
| _____ - Local Publicity | _____ - Business Retention and Expansion |
| _____ - Planning and Zoning | _____ - Marketing |
| _____ - Sites and Buildings | _____ - Advisory |

_____ **Transfer of Authority and Programs**

_____ **Economic Development Powers**

- | | |
|--|---------------------------------|
| _____ - Economic Development Districts | _____ - Redevelopment Districts |
| _____ - Acquisition of Property | _____ - Options |
| _____ - Eminent Domain | _____ - Contracts |
| _____ - Limited Partnerships | _____ - Rights and Easements |
| _____ - Acceptance of Public Land | _____ - Foreign Trade Zone |
| _____ - Public Facilities | _____ - Government Agent |
| _____ - Studies/Analysis/Research | _____ - Public Relations |
| _____ - Loans | _____ - Use of Proceeds |
| _____ - Mined Underground Space | _____ - Levy of Taxes |
| _____ - Advances | _____ - Issuance of Bonds |

_____ **Housing and Redevelopment Powers**

- | | |
|--|---------------------------------------|
| _____ - Acquisition of Open Land | _____ - Acquisition of Unused Land |
| _____ - Sale of Real/Personal Property | _____ - Studies |
| _____ - Comprehensive Plans | _____ - Inventory of Land/Buildings |
| _____ - Joint Powers Agreements | _____ - Parking Facilities |
| _____ - Bonding Authority | _____ - Special Benefit Tax |
| _____ - Property Tax Exemption | _____ - Borrowing/Acceptance of Funds |
| _____ - Rehabilitation Loan/Grants | _____ - Interest Reduction Program |

_____ **Limitations on Powers**

- | | |
|-----------------------------------|--|
| _____ - Limitations on All Powers | _____ - Limitations on Individual Powers |
|-----------------------------------|--|

City of Glencoe, Minnesota
Non-Public Data List
Chamber of Commerce EDC Policy

Personnel Data (Private), MN Stat. 13.43

All data about an individual who is employed as, or an applicant to be, an undercover law officer is private*. All data on all other individuals who are or were an employee, an applicant for employment, volunteer, independent contractor, **except the following which is public:**

PUBLIC DATA

- Name
- Actual gross salary
- Salary range
- Contract fees
- Actual gross pension
- Value and nature of employer paid fringe benefits
- Basis for and amount of added remuneration, including expense reimbursement
- Bargaining unit
- Job title
- Job description
- Education and training background
- Previous work experience
- Date of first and last employment
- The existence and status (but not nature) of any complaints or charges against the employee, whether or not resulting in discipline
- Final disposition of any disciplinary action, with specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees
- Terms of any agreement settling any dispute arising from the employment relationship, including a “buyout” agreement
- Work location
- Work telephone number
- Badge number
- Honors and awards received
- Payroll time sheets or other comparable data that are only used to account for employee’s work time for payroll purposes, except to the extent that release of time sheet data would reveal the employee’s reasons for the use of medical leave or other not public data
- Employee Identification Number (not a social security number)
- If it is necessary to protect an employee from harm to self or to protect another

person who may be harmed by the employee, information that is relevant to the safety concerns may be released to (1) the person who may be harmed or to the person's attorney when relevant to obtaining a restraining order, (2) a pre-petition screening team in the commitment process, or (3) a court, law enforcement agency or prosecuting agency.

* Undercover Law Enforcement Officer Data (Private – MN Statute § 13.43, subd. 5) All data about an individual who is employed as, or is an applicant to be, an undercover law officer is Private Data on Individuals. When the individual is no longer assigned to an undercover position, the data is Personnel Data unless the law enforcement agency determines that revealing the data would threaten the personal safety of the officer or jeopardize an active investigation.

2. **Applicant Data (Private)** MN Stat. 13.43, subd. 3

Data about current and former applicants for City employment is Private Data on Individuals—**except the following, which is public:**

Public Data:

- Veteran status
- Relevant test scores
- Rank on eligible list
- Job history
- Education and training
- Work availability
- Name, after being certified as eligible for appointment to a vacancy or when considered a finalist for a position of public employment (which occurs when the person has been selected to be interviewed by the appointing authority)

3. **Applicants for Appointment.** (MN Statutes 13.601, subd. 3.) Data about applicants for appointment to a public body collected by a government entity as a result of the applicant's application for appointment to the public body are Private Data on Individuals except that the following are public: name; city of residence, except when the appointment has a residency requirement that requires the entire address to be public; education and training; employment history; volunteer work; awards and honors; prior government service;

- Once an individual is appointed to a public body, the following additional data are public: residential address and either a telephone number or e-mail address where the appointee can be reached, or both at the request of the appointee.
- An e-mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an e-mail address or telephone number provided by the public body as the designated e-mail address or telephone number at which the appointee can be reached.

4. **Real Property Complaint Data (Confidential)** MN Stat. 13.44

The identities of individuals who register complaints concerning violations of state laws or local ordinances concerning the use of real property are Confidential Data on Individuals.

5. **Security Information (Private/Nonpublic)** MN Stat. 13.37

Data which if disclosed would be likely to substantially jeopardize the security of information,

possessions, individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury. This includes crime prevention block maps and lists of volunteers who participate in community crime prevention programs and their home addresses and telephone numbers, but these may be disseminated to other volunteers participating in crime prevention programs. This also includes interior sketches, photos, or plans of buildings where detailed information about alarm systems or similar issues could jeopardize security.

- The location of a National Night Out event is Public Data.

6. **Trade Secret Information** (Nonpublic) MN Stat. 13.37, subd. 1 (b)

The Responsible Authority, in consultation with legal counsel as necessary, will determine whether particular information qualifies as Trade Secret according to the following definition:

- “Trade Secret information” is government data that includes a formula, pattern, compilation, program, device, method, technique, or process that is (1) supplied by an individual or organization; (2) subject to efforts by the individual or organization to maintain secrecy of the information; and (3) derives independent actual or potential economic value by not being known to or accessible to the public through lawful means.

7. **Registered Voter Lists MN Stat. 13.37, 203B.12, Absentee Ballots** (Private/Protected Nonpublic) 201.091

- Sealed absentee ballots before opening by an election judge are Protected Nonpublic. Names of voters submitting absentee ballots are Private until the close of voting.
- Registered voter lists are private, except for use related to elections, political activities, or law enforcement. The date of birth, portion of a Social Security number, driver's license number or other identification card number on voter lists cannot be provided on a list available for public inspection.

8. **Bids, Proposals, Sealed Bids** (Private/Nonpublic) MN Stat. 13.37, subd. 2; 13.591

- Sealed bids, including the number of bids received, prior to opening are Nonpublic Data.
- Proposals submitted in response to a Request for Proposals are Private or Nonpublic Data until the responses are opened. Once opened, the name becomes Public, but all other data remain Private or Nonpublic until completion of the selection process. After the process is completed, all remaining data are Public with the exception of trade secret data.
- Data submitted by a business in response to a Request for Bids are Private or Nonpublic Data until the bids are opened. Once opened, the name of the bidder and the dollar amount specified in the response become Public Data. All other data in a bidder's response to a bid are Private or Nonpublic data until the completion of the selection process. After the process is completed, all remaining data are Public with the exception of trade secret data.
- In the event that all responses to a Request for Proposals or a Request for Bids are rejected, information that was Private or Nonpublic remains that way until a re-solicitation of bids results in completion of the selection process or the process is abandoned. If re-solicitation does not occur within one year, the remaining data become Public.

9. Labor Relations Information (Nonpublic) MN Stat. 13.37, subd. 1 (c) Protected Nonpublic)

- Management positions on economic and non-economic items that have not been presented during the collective bargaining process or interest arbitration, including information collected or created to prepare the management position are Nonpublic or Protected Nonpublic Data.

10. Firearms Data (Private) MN Stat. 13.87, subd. 2

- Data about the purchase or transfer of firearms and applications for permits to carry firearms.

11. Examination Data (Private or Confidential) MN Stat. 13.34

- Completed versions of personnel and licensing examinations are Private Data, unless the Responsible Authority determines that they should be confidential because access would compromise the objectivity, fairness, or integrity of the examination process.

12. Elected Officials Correspondence (Private) MN Stat. 13.601

- Correspondence between individuals and elected officials is Private Data, but may be made Public Data by either the author or any recipient.

13. HRA Data (Non-Public/Private/Confidential) MN Stat. 13.585, 13.462, 13.59

- Housing agency data, data about individuals participating in the City's housing rehabilitation program, Section 8 rental assistance program, and other housing assistance programs, data relating to businesses receiving financial assistance are either Non-Public or Private.
- Data pertaining to negotiations with property owners regarding the purchase of the property are Nonpublic Data. Except the HRA's evaluation of properties that it does not purchase, all other negotiation data becomes Public Data at the time of the closing of the property sale.
- Data pertaining to individuals' income collected for purposes of determining eligibility of property for classification 4d under Minn. Stat. §§ 273.128 and 273.13 is Private Data on Individuals. Such data may be disclosed to county and local assessors responsible for determining eligibility of property for classification 4d.
- Law enforcement access to data may be subject to different regulation.

14. Federal Contracts Data (Private/Nonpublic) MN Stat. 13.35

- To the extent that a federal agency requires it as a condition for contracting with a City, all government data collected and maintained by the City is classified as private or nonpublic.

15. Civil Investigative Data (Confidential/Private) MN Stat. 13.39

- Data collected as part of an active investigation undertaken to commence or defend pending civil litigation, or which are retained in anticipation of pending civil litigation is confidential, except that a complainant's statement is private.

16. Appraisal Data (Confidential/Protected Nonpublic/ Public) MN Stat. 13.44 subd. 3

- Data on estimated or appraised values of real property made by or on behalf of the City for the purpose of selling or acquiring real property are Confidential or Protected

Nonpublic Data. Appraised values of real property obtained by owners who have received from the City an offer to purchase property are Private or Nonpublic Data. All such data become Public Data when (1) submitted to a court-appointed condemnation commissioner; (2) submitted in court during condemnation proceedings; or (3) the parties enter into an agreement for the purchase and sale of the real property.

17. Assessor's Data (Private/Nonpublic) MN Stat. 13.51, 375.192, 272.115, 273.124

- Data on sale sheets from private MLS organizations where the contract with the organization requires that the data not be made available to the public is Private Data.
- The following income property data is Private Data or Nonpublic Data: (a) detailed income and expense figures; (b) average vacancy factors; (c) verified net rentable areas or net usable areas, whichever is appropriate; (d) anticipated income and expenses; (e) projected vacancy forms; and (f) lease information.
- Income information on individuals collected for purposes of determining eligibility of property under class 4d (Minn. Stat. §§ 273.128 and 273.13) are Private Data.
- Social Security Nos. and Federal Employer Identification Nos. on Certificates of Value, homestead applications, and other documents is Private Data.

18. Transportation Service Data (Private) MN Stat. 13.72

- Personal, medical, financial, familial or locational information, except the name, of applicants or users of transportation services for the disabled or elderly is Private Data.

19. Social Recreation Data (Private) MN Stat. 13.548

- The name, address, telephone number, any other data that identifies the individual, and any data which describes the health or medical condition of the individual, family relationships, living arrangements, and opinions as to the emotional makeup or behavior of individuals enrolling in recreational or social programs are Private Data.

20. Law Enforcement and Investigative Data (Confidential/Protected Nonpublic/Private) MN Stat. 13.80, 13.82, 13.85, 13.87, 169.09, 168.10, 169A.70, 171.043, 171.07, 171.071, 171.12, 171.32, 299A.61, 299C.065, 299C.091, 299C.093, 299C.095, 299C.46, 299C.48, 299C.53, 299C.56, 611.272, 626.53, 609.324, 609.3452, 609.3471, 626.556, 626.5563, 626.557, 626.558, 626.5593, 626.89, 629.341, 260B.171, 260B.198, 260B.235, 299C.68, 299F.035, 299F.04, 299F.05, 299F.054, 299F.055, 299F.056, 299F.095, 299F.096

- Data collected under Minn. Stat. § 518B.01 (Domestic Abuse Act) are Confidential until a temporary court order is executed or served on the respondent in the action.
- Audio recordings of 911 calls are Private Data on Individuals with respect to the individual making the call, but a written transcript of the call is Public provided it does not reveal the identity of an individual subject to protection under Minn. Stat. § 13.82, subd. 17 (e.g. undercover law enforcement officer, victim of criminal sexual conduct, other crime victim or witness requesting anonymity).
- Criminal investigative data during an active investigation is confidential or protected nonpublic. Data on inactive investigations, unless the release of the data would jeopardize an ongoing investigation or reveal the identity of an individual subject to protection under Minn. Stat. § 13.82, subd. 17, is public—with the exception of photographs that are clearly offensive to common sensibilities, which are private or

nonpublic data, provided the existence of the photographs is disclosed to individuals requesting the inactive investigation file. An investigation is “inactive” when an agency or prosecuting authority decides not to pursue a case, when the statute of limitations (or thirty years after the offense, whichever comes first) expires, or upon the exhaustion of appeal rights of a person convicted on the basis of the investigative data.

- A law enforcement agency can make investigative data public to aid law enforcement, promote public safety, or dispel unrest. Written requests to access data by victims of crimes or alleged crimes must be granted unless the authority reasonably believes that release of data will interfere with an investigation or the request is prompted by a desire by the requester to engage in unlawful behavior.
- Investigations involving reports of child abuse or neglect or maltreatment of a vulnerable adult, either active or inactive, are Private Data on Individuals in cases where the alleged victim is identified. The identity of the reporter of child abuse or neglect is Confidential, unless compelled by law. The identity of the reporter of maltreatment of a vulnerable adult is Private Data on Individuals.
- Data on court records relating to name changes is Confidential during an active investigation and Private Data on Individuals when an investigation is inactive.
- Data that uniquely describes stolen, lost, confiscated, or recovered property are Private Data or Nonpublic Data.
- Data that identifies customers of pawn shops, scrap metal dealers, or secondhand stores are Private Data on Individuals.
- Deliberative process data or data revealing investigative techniques are Confidential.
- Data presented as evidence in court is public.
- Arrest data (including booking photographs), requests for service data, and response or incident data is public. Details of arrest previous to charges being filed by prosecutor are private

21. Human Rights Data (Confidential/Private) MN Stat. 13.552, 363A

- Human rights investigative data are Confidential. The name and address of a charging party and respondent, factual basis of the allegations, and the statute under which the action is brought are Private Data on Individuals.

22. Planning Survey Data (Private/Nonpublic) MN Stat. 13.59

The following data collected in surveys of individuals conducted by the City for the purpose of planning, development and redevelopment are classified as private or nonpublic:

- names and addresses of individuals, and
- the legal descriptions of property owned by the individuals, and
- the commercial use of the property to the extent disclosure of the use would identify a particular business.

23. City Attorney Records (Confidential) MN Stat. 13.393

The use, collection, storage, and dissemination of data by the city attorney is governed by statutes, rules, and professional standards concerning discovery, production of documents, introduction of evidence, and professional responsibility.

- Data which is the subject of attorney-client privilege is Confidential. Data which is the

subject of the “work product” privilege is Confidential.

24. Business Data (Private/Nonpublic) MN Stat. 13.591

The following data submitted by a business requesting financial assistance, a license, or other benefits are Private or Nonpublic:

- Financial information about the business, including credit reports, financial statements, net worth calculations, business plans, income and expense projections, balance sheets, customer lists, income tax returns, and design, market, and feasibility studies not paid for with public funds.

This data becomes public when assistance, a license, or other benefits are granted, except the following, which remain Private or Nonpublic:

- Business plans; income and expense projections not related to the financial assistance provided; customer lists; income tax returns; and design, market, and feasibility studies not paid for with public funds.

25. Municipal Obligation Register Data MN Stat. 475.55 (Private/Nonpublic)

- Information with respect to the ownership of municipal obligations is Private or Nonpublic.

26. Hazardous Materials (Private/Nonpublic) MN Stat. 145.94

- Data relating to exposure to hazardous substances is Private or Nonpublic.

27. Auditing Data (Nonpublic/Protected Nonpublic) MN Stat. 13.392

- Data, notes, and preliminary drafts of audit reports are confidential or protected nonpublic until the final report is published.

28. Salary Benefit Survey Data (Nonpublic) MN Stat. 13.435

- Salary and personnel benefit data purchased from consulting firms is nonpublic.

29. Social Security Numbers (Private) MN Stat. 13.355

- SSNs collected in whole or in part are Private Data On Individuals.

30. Public Employees Retirement Association Data MN Stat. 13.63 (Private)

The home address, date of birth, direct deposit account number, and tax withholding data of individual beneficiaries and survivors of members are Private Data on Individuals.

31. Electronic Payments, Credit Card Numbers, MN Stat. 13.37; 13.6401 Bank Account Numbers (Nonpublic)

Information that would substantially jeopardize the security of information, possessions, or individuals or property against theft, tampering, improper use, attempted escape, illegal disclosure, trespass, or physical injury is Private or Nonpublic.

32. Drug and Alcohol Test Results (Private) MN Stat. 181.954; 49 CFR 382.405

With respect to public sector employees and job applicants, the results of drug or alcohol tests are Private Data on Individuals.

33. Data On Rentals (Private/Nonpublic) MN Stat. 13.55

The following data relating to convention rentals are classified as Private and Nonpublic: Letter or other documentation from any person who makes inquiry to or who is contacted by the facility regarding the availability of the facility for staging events, identity of firms and

corporations which contact the facility, type of event which they wish to stage in the facility, suggested terms of rentals, and responses of authority staff to these inquiries, exhibitor data. All rental data is Public information when certain conditions are met.

34. **Group Auto Self-Insurance Claims Data** Minn. Stat. § 471.617
(Private/Nonpublic)

Claims data, either as to single claims or total claims of an individual, is Private or Nonpublic Data, except that it may be disclosed to authorized personnel of the City in order to administer a health benefit program.

35. **Welfare (Private)** MN Stat. 13.46

Generally, welfare data (except summary data) is Private Data. The welfare data section of the MGDPA, however, has numerous exceptions and special treatment for particular data types and applications. Contact the City attorney for requests involving welfare data.

36. **Benefit Data (Private)** MN Stat. 13.462 Data on individuals seeking information about becoming an applicant for or a recipient of benefits or services provided, or that is or was an applicant or recipient of such benefits or services, under various housing, home ownership, rehabilitation and community action agency, Head Start, and food assistance programs administered by government entities, with the exception of names and addresses, is Private Data.

37. **Safe At Home Participant (Private)** Minn. Stat. § 13.045 Identity and location data on a program participant that are not otherwise classified by law are private data on individuals.

38. **Domestic Abuse Data (Confidential)** Minn. Stat. § 13.80 Data on individuals collected, created, received or maintained by the police department pursuant to the Domestic Abuse Act, section 518B.01, are classified as confidential data, pursuant to section 13.02, subdivision 3, until a temporary court order made pursuant to subdivision 5 or 7 of section 518B.01 is executed or served upon the data subject who is the respondent to the action.

39. **Personal Contact And Online Account Information (Private)** Minn. Stat. § 13.356, Data on an individual collected, maintained, or received for notification purposes or as part of a subscription list for electronic periodic publications as requested by the individual are private data on individuals: (1) telephone number; (2) e-mail address; and (3) Internet user name, password, Internet protocol address, and any other similar data related to the individual's online account or access procedures.

Mark Larson

From: Jon Jerabek
Sent: Thursday, April 6, 2023 1:53 PM
To: Mark W. Ostlund; Mark Larson
Cc: Matthew Gospodarek
Subject: RE: EDA presentation at workshop

2023 EMV = \$591,520,000
EDA Levy Limit = 0.01813 %
2023 Amount = \$107,242

Jon Jerabek
Assistant City Administrator

City of Glencoe
1107 11th Street East, Suite 107
Glencoe, MN 55336
320.864.6951 Direct
320.224.2961 Cell
jjerabek@ci.glencoe.mn.us

From: Mark W. Ostlund [mailto:mwo@priorlakelaw.com]
Sent: Thursday, April 6, 2023 1:23 PM
To: Mark Larson <mlarson@ci.glencoe.mn.us>
Cc: Jon Jerabek <JJerabek@ci.glencoe.mn.us>; Matthew Gospodarek <mag@priorlakelaw.com>
Subject: RE: EDA presentation at workshop

Provide the attached memo.

And I will have a memo over to you by end of day tomorrow on:

- 1) Legal steps to take to setup a EDA
- 2) Policy on Chamber's EDC

Mark W. Ostlund
Partner
Huemoeller, Gontarek & Cheskis, PLC
16670 Franklin Trail; Ste. 210
Prior Lake MN 55372
[651-261-6159](tel:651-261-6159) (cell)
[952-447-2131](tel:952-447-2131) (office)
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mwo@priorlakelaw.com
www.priorlakelaw.com

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SMALL CITY & BIG FUTURE

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

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separate agenda items**



Glencoe Area

CHAMBER OF COMMERCE AND TOURISM

Economic Development Committee Guidelines

Mission Statement - The Economic Development Committee is designed to improve the local economy and create better conditions for economic growth. Our mission is to promote quality growth in every aspect of development in our city and our service area, increase the profitability of our members and enhance the quality of life for our citizens.

Non-voting Ex-officio members:

- 1) City Council representative
- 2) City Administrator
- 3) Assistant City Administrator
- 4) Planning Commission Representative
- 5) Chamber President
- 6) School Superintendent
- 7) Light & Power Director
- 8) McLeod County Staff Person
- 9) City Attorney

Appointed voting members (a standing position):

- 1) Chamber Chairperson
- 2) MidCountry Bank
- 3) CorTrust Bank
- 4) Security Bank & Trust

There are also seven at-large voting members serving a three-year term.

Elections: A committee member must be a Glencoe Area Chamber of Commerce member. At-large members would serve three-year terms. One third of these appointments expire each year. During the November Chamber board meeting nominations will be considered for the available positions. The Board would then vote and appoint at-large members during their December meeting. The term starts January 1 effective in 2022 versus April. An at large member cannot serve more than two consecutive terms. Once a Director has completed two three-year terms, he/she would be eligible to run again after one year has lapsed.

Attendance: Elected members would be required to attend 9 out of the 12 monthly meetings to avoid losing their appointment. A non-member guest is not allowed to attend unless the Chamber President, Chamber Chair and City Designee are in agreement.

Quorum: There are eleven voting positions on the committee. Five are appointed standing positions and seven elected positions. Six from the eleven would constitute a quorum.

Meetings: The meeting is typically held the fourth Wednesday of the month from 12 noon until 1:00 p.m. Periodically, a special meeting may be called if a vote/recommendation needs to take place before the originally scheduled meeting.

Preparation of Agenda & Minutes: The Chamber Chairperson is responsible with running the meeting. The Chamber President, Chamber Chair and City Designee determine what will be on the agenda. The City Designee serving as the Chamber appointed Secretary prepares the agenda, emails the committee and writes the minutes.

Confidentiality: Attendees are expected to keep the predetermined confidential information they hear confidential, until the appropriate time. The appropriate time would be once the information is made public via a city council meeting or newspaper.

Code of Conduct: Committee members are to refrain from seeking unfair advantage over fellow members - meaning not to use their committee role for financial gain for themselves or another business associate. Nor should a committee member try to advance a personal agenda or meet a personal need. Also, the member is to refrain from publicly disparaging the business practices of fellow members and refrain from condoning or engaging in misrepresentation or unethical practices.

Termination: Any committee member may be expelled by the Glencoe Area Chamber of Commerce board of directors by a two-thirds vote at a regularly scheduled board meeting, for conduct unbecoming a member after notice and opportunity for a hearing are afforded the member complained against.



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

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: April 14, 2023

Re: **Item 8B** – Compensation Study

Item 8B – It is recommended to authorize the Assistant City Administrator to solicit quotes for the completion of a compensation Study for the City of Glencoe Employees. We have been talking about this over the last year.

I think that it is important to determine if our compensation is in line with similar sized communities. We also need to find out what other Cities are doing, in regard to wages and benefits, to retain employees.

We have noted that a lot of other Cities are revisiting their compensation plans for Police Officer retention.



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

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: April 7, 2023

Re: Item 2 – Employee Compensation Study

Item 2 – Over the last couple of years, the City Council has contemplated conducting an employee compensation study. I have provided some information from the law firm of Flaherty and Hood (Coalition of Greater MN Cities) of the types of Data Collection that might be included in Compensation study.

I have also included a couple of other firms that can do this type of study. David Drown and Associates is the City Economic Development Consultant.

With the competition among employers to retain good employees, it is good idea to see what other Cities are doing.

In the last couple of years, we have had turnover in Public Works operators and in the Police Department.

It is recommended to have the Assistant City Administrator prepare a request for proposals (RFP) to conduct a compensation study for the City of Glencoe.

Mark Larson

From: Tessia Melvin <Tessia@daviddrown.com>
Sent: Thursday, January 12, 2023 12:56 PM
Subject: Classification and compensation needs

My name is Tessia Melvin and I lead the Classification and Compensation at David Drown and Associates. My colleagues include Mark Goldberg, Kelly Jones and Tom Blakesley. Our firm works with nearly 100 Minnesota cities, 57 counties and 20 additional Minnesota governmental entities.

We are experts with every type of classification system, including SAFE, and can help you maintain a system or work with you to redesign your class and comp plan if your current system is not working effectively. Our various knowledge of classification systems and working with so many clients, we are able to provide customized results from our specialized services that include:

- We do pay equity reports
- We do complete classification and compensation studies (from re-writing jobs, classifying, market analysis, pay grid calibration and cost implementation) or we will break out what you need:
 - We are able to perform market studies on all jobs, or a segment of jobs.
 - We will work to help calibrate your current pay grid based on market analysis
 - We will classify all jobs or a segment of determined jobs
 - Our ongoing maintenance program allows you to do a complete classification and compensation study in three years, with reduced cost, and concentration on pay philosophy and budgeting.

Please let me know if you would like to set up a time to talk about the services we provide and organizational needs you have.

Thank you and have a very happy 2023.

Dr. Tessia Melvin
Management Consultant
DDA Human Resources, Inc.
A David Drown Associates Company
3620 Northome Avenue
Wayzata, MN 55391
Cell: 952-484-1193
Phone: 612-920-3320 xtn 103
tessia@daviddrown.com
www.daviddrown.com

Mark Larson

From: Gregory Mangold <Gregory_Mangold@ajg.com>
Sent: Tuesday, October 26, 2021 1:07 PM
To: Mark Larson
Subject: City of Becker Salary Survey
Attachments: City of Becker_Survey Instrument_20211025 (Final).xlsx

Mr. Larson:

As communicated by Julie Blesi last week, the Public Sector practice within Gallagher's Human Resources and Compensation Consulting firm (Gallagher) is conducting a compensation survey on behalf of the city of Becker, MN. Your organization has been identified as a comparator agency to participate in this survey, and leadership at the city would greatly appreciate your organization's response.

The attached survey document consists of questions related to general organization, pay practices, and salary information for benchmark positions. Please refer to the Instructions tab of the document to better understand the requirements for survey completion.

We are requesting that the survey be completed and sent to Greg Mangold (Gregory_Mangold@ajg.com) by November 15, 2021. It would also be helpful to know if you are able to complete this survey by the stipulated deadline.

Lastly, as a gesture of appreciation for participating in the survey, Gallagher will provide you with a complimentary summary of the survey's results upon completion of the study. These results should be beneficial for planning compensation practices at your organization.

If you have any questions or need assistance in completing the attached form, please call me at 651-236-9316. If this request, however, has been misdirected, please provide the correct individual's name, phone, and e-mail to me.

We look forward to and appreciate your cooperation in completing this survey!

Sincerely,

Gregory Mangold

Associate Consultant, Public Sector & Higher Education Practice | Human Resources & Compensation Consulting



Insurance | Risk Management Consulting

D 651.236.9136

Gregory_Mangold@ajg.com

Gallagher

TEMPLATE QUOTE

To: [x], [title], [employer name]

From: Brandon M. Fitzsimmons, Shareholder Attorney
Rachel T. Parker, Human Resources Analyst

Date: April 7, 2023

Re: **Template Quote for Job Classification and Compensation Study**

Flaherty & Hood, P.A. hereby submits this template quote to conduct a Job Classification and Compensation Study for [employer name] ([employer name]), which includes a description of the purpose, and need for the study, the scope of services to be provided, and costs.

Purpose and Need

A governmental unit's success depends on its employees' performance. To recruit and retain a productive and reliable workforce, governmental units need to appropriately value and compensate employees. In establishing employee compensation, governmental units must ensure that each job in the governmental unit interrelate to each other so that a governmental unit can: optimize achievement of the governmental unit's mission, goals and objectives; determine the relative worth and appropriate pay rate for jobs; and comply with the Minnesota Pay Equity Act (PEA), Minn. Stat. §§ 471.991-.999, which requires that every Minnesota governmental unit establish compensation for female-dominated classes that is not consistently below the compensation for male-dominated classes of comparable value of work measured by the skill, effort, responsibility, and working conditions normally required in the performance of the work.

To achieve these objectives, Minnesota governmental units need to establish job classification and compensation systems, which establish activities and responsibilities, job ratings (e.g. points), and appropriate pay for each position in the governmental unit.

Job classification involves the systematic study of jobs to determine which activities and responsibilities they include, the personal qualifications necessary for performance of the jobs, the conditions under which the work is performed, and each job's relative importance and worth to other jobs internally and externally (e.g., points). Compensation includes the wages and salary paid by employers to employees in exchange for work. Along other total rewards, i.e., benefits, work-life effectiveness, recognition, performance management, and talent development, compensation is the primary indication of the value the governmental unit places on a position within the organization. A compensation system involves establishing how the governmental unit manages compensating employees.

Flaherty & Hood, P.A.'s job classification and compensation study will review [employer's name]'s job classification and compensation system, analyze internal and external information and make recommendations to ensure the [employer's name]'s classification and compensation system is:

- Understandable
- Cost-effective
- Legal and defensible
- Flexible and updatable
- Internally equitable
- Externally competitive

Base Services and Timeline

Flaherty & Hood, P.A.'s Job Classification and Compensation Study for [employer name] will include the following services with the following timeline based on [number] positions being included:

Phase	Services	Timeline after Start	Check the Box if Want
A.	<u>Review</u> Review [employer name]'s job classification and compensation system, which includes: <ul style="list-style-type: none"> • Job descriptions • Job ratings/points • FLSA exempt status • Current classification and compensation system and structure • Pay equity report • Other governing documents (e.g., labor contracts, ordinances) 		<input type="checkbox"/>
	<u>Introduction</u> <ul style="list-style-type: none"> • Draft execution guides and proposed responses for management to frequently asked questions (FAQs) about the study • Draft communications to incumbent employees explaining the classification and compensation study 		<input type="checkbox"/>
	<u>City council/Commission/Board Input</u> <ul style="list-style-type: none"> • Draft and distribute questionnaires to [City council/Commission/Board] members addressing the compensation structure of the organization 		<input type="checkbox"/>
B.	<u>Job Analysis</u> <ul style="list-style-type: none"> • Draft and distribute job questionnaires to/for incumbent employees addressing the skill, effort, responsibility and working conditions of their position • Management reviews and comments on completed questionnaires • Review and analyze completed questionnaires and management comments 		<input type="checkbox"/>

Phase	Services	Timeline after Start	Check the Box if Want
C.	<p><u>Job Evaluation</u></p> <ul style="list-style-type: none"> Review current process used to evaluate skill, effort, responsibility, working conditions, and other relevant work-related criteria for each job General <ul style="list-style-type: none"> Using the organization's current or Flaherty & Hood's Job Evaluation System, which is attached hereto: <ul style="list-style-type: none"> Define uniform compensable factors and subfactors Establish points for factors and subfactors Draft internal outline and external summary for [City/Utility] on communicating and/or presenting in person proposed job evaluation system with/to employees, union(s), and/or State of Minnesota Management and Budget (MMB) Position specific <ul style="list-style-type: none"> Establish and draft spreadsheet that systematically and objectively assigns points for each job using factors and subfactors Management reviews, comments, and makes any necessary changes on job evaluation system and job specific points Determine Fair Labor Standards Act exempt status of jobs 		<input type="checkbox"/>
D.	<p><u>Market survey</u></p> <ul style="list-style-type: none"> Establish market entities and sources based on statistical analysis and market selection questionnaire to [City/Utility] Determine benchmark jobs to compare Compile, review and analyze market compensation data for all job classifications, including wages and pay structure and contributions to health insurance Draft market comparison data spreadsheets and discuss with [employer's name]'s management 		<input type="checkbox"/>
E.	<p><u>Pay Structure and Schedule</u></p> <ul style="list-style-type: none"> Distribute base pay development questionnaire to [City/Utility] Based on statistical analysis or market pay and job points, establish or propose modifications to pay structure and schedule that includes pay ranges related to job points Analyze and modify pay schedule for compliance with Minnesota Pay Equity Act Analyze financial and individual employee impact 		<input type="checkbox"/>

Phase	Services	Timeline after Start	Check the Box if Want
F.	<u>Final Report and Implementation</u> <ul style="list-style-type: none"> • Prepare a final report describing the study results and implementation recommendations • Present findings and recommendations, including written and/or oral reports to [employer's name] [City council/Commission/Board], employee groups, and/or unions • Draft <ul style="list-style-type: none"> ○ Recommended revisions to policies ○ Compensation plan to clearly, effectively, consistently and efficiently manage compensation ○ How-to and execution guides and usable electronic spreadsheets for updating job descriptions, job evaluation ratings, and compensation, including methodology for determining the validity for requests for reclassification and/or compensation changes 		<input type="checkbox"/>
G.	<u>Update Job Descriptions</u> <ul style="list-style-type: none"> • Review and draft updated format and text for job descriptions 		<input type="checkbox"/>
H.	<u>Reviews</u> <ul style="list-style-type: none"> • Draft a process, forms, execution guide, and template responses for reviews by employees of job descriptions and/or job evaluation ratings • Advise [employer's name] on handling specific appeals 		<input type="checkbox"/>
I.	<u>Pay equity compliance testing</u> <ul style="list-style-type: none"> ○ Prepare and provide to the [employer's name] a complete pay equity report on proposed job points and pay to ensure pay equity compliance ○ Provide any submit required communications and reports to MMB 		<input type="checkbox"/>

Costs

The services listed above can be provided by Flaherty & Hood, P.A. as a whole for a substantially discounted price of \$[x]

The costs would include the services above, travel time, mileage, and copy costs for internal use.

Other Services

Part of Study

Flaherty & Hood, P.A. can provide the following other services [employer type: city, utility]-wide:

Service	Total Cost	Check the Box if Want
Prepare PowerPoint and present to incumbent employees explaining the Job Classification and Compensation Study	[\$x]	<input type="checkbox"/>
Interview using position questionnaires for incumbent employees addressing the skill, effort, responsibility and working conditions of their position	[\$x]	<input type="checkbox"/>
Establish supplemental variable pay system, such as performance pay, merit pay, and/or skills or competency pay	[\$x]	<input type="checkbox"/>
Compile, review and analyze organizational or market compensation data other than wages, wage structure, and health insurance contributions. You should complete and submit to Flaherty & Hood such items in the attached Wages, Benefits, and Organizational Survey Form	[\$x] per category	<input type="checkbox"/>
Training on system maintenance and updating <ul style="list-style-type: none">Conduct training for the [employer's name]'s management on maintaining and updating job descriptions, job evaluation points, and adjusting the pay structure by utilizing the compensation plan, job evaluation and compensation how-to guides and electronic spreadsheetsProvide recommendation on a system for determining the validity for requests for reclassification and/or compensation changes	[\$x]	<input type="checkbox"/>

Additional Job Classifications or Same Job Classifications after Study is Complete

Service	Total Cost	Check the Box if Want
Draft, review, and analyze position questionnaires for incumbent employee, if any, and management addressing the skill, effort, responsibility and working conditions of the position, and draft new or updated job description and establish points after initial job classification pointed	[\$x]	<input type="checkbox"/>
Establish points after initial job classification pointed	[\$x]	<input type="checkbox"/>
Compile, review and analyze market compensation data, including wages, wage structure, and health insurance benefits	[\$x]	<input type="checkbox"/>
Compile, review and analyze market compensation data other than wages, wage structure, and health insurance contributions	[\$x] per category	<input type="checkbox"/>

Expenses incurred by Flaherty & Hood, P.A. in providing other services to the [employer's name] shall be billed as incurred on a monthly basis for actual costs.

Items in addition to those above or other labor relations, employment law, and human resources services are available to [employer's name] and will be billed at the hourly rates of \$[x] per hour for attorney and \$[x] per hour for analyst plus expenses.

Consultants

Rachel Parker, Human Resources Analyst

Rachel is a human resources analyst with Flaherty & Hood, P.A. She compiles, reviews, researches, and develops analysis in the areas of job classification and compensation, labor relations, and employment matters for public sector clients. Rachel has a Bachelor of Science in Speech, Language, and Hearing Science from Minnesota State Moorhead University and her Masters of Business Administration, Human Resource Management from Capella University. She is a member of SHRM, Twin Cities Compensation Network, and World at Work Compensation Institute.

Brandon M. Fitzsimmons, Shareholder Attorney

Brandon is a shareholder attorney and head of Flaherty & Hood, P.A.'s labor, employment law, and human resources practice. Brandon provides legal advice and representation services for public entities throughout Minnesota in labor relations, employment law, and human resources matters, including job classification, compensation, and pay equity issues and labor negotiations. Brandon has his Bachelor of Arts in Political Science with Distinction, *cum laude*, from Creighton University and his Doctor of Jurisprudence (J.D.) from William Mitchell College of Law. Brandon is a member of the National and Minnesota Public Employer Labor Relations Associations, SHRM, and MSBA - Labor and Employment Law Section.

Ethan Rundquist, Data Analyst

Ethan is a Data Analyst with Flaherty & Hood, P.A. Ethan compiles, analyzes, and communicates data for job analysis, job evaluation, market surveys, compensation, pay equity, and organizational structures. Ethan has a Bachelor of Arts Degree in Finance And Management from The College of Saint Scholastica. He is a member of Society for Human Resources Management, Twin Cities Compensation Network, and World at Work Compensation Institute.

Clients

Flaherty & Hood, P.A. has performed, or is currently performing, classification and compensation services for public entities that follow (in alphabetical order):

- City of Albert Lea
- City of Alexandria
- City of Austin
- Austin Utilities
- City of Bagley
- City of Barnesville
- City of Blue Earth
- City of Detroit Lakes
- City of Dilworth
- City of Goodview
- City of International Falls
- City of La Crescent
- City of Lewiston
- City of Little Falls
- City of Melrose
- MVTA
- City of Moorhead
- Moorhead Public Service
- City of Oakdale
- City of Park Rapids
- City of Pelican Rapids
- City of Perham
- City of Plainview
- City of Princeton
- City of St. Charles
- City of St. Joseph
- City of Stillwater
- City of Wadena
- City of Waseca
- Washington County CDA
- City of Wells
- City of Windom
- City of Winona
- City of Winsted
- City of Worthington

If you have any questions related to this initial quote or would like to discuss the proposed scope of services, please contact us at your convenience at (651) 225-8840 or bmfitzsimmmons@flaherty-hood.com. Thank you for your consideration and the opportunity to submit this initial quote.



SMALL CITY & BIG FUTURE

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

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separate agenda items**



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

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: April 14, 2023

Re: **Item 8C** – Amending Ordinance 701 regarding Chickens and Farm Animals

Item 8C – The City Offices are receiving a lot of inquiries from residents that are interested in raising chickens.

Currently, the City Code does not really address Chickens and other farm animals. We do have residents raising chickens in the City Limits and I am aware of one resident raising Turkeys.

It is recommended to begin discussion. We are not receiving any complaints at this time.

701 DOGS , CATS AND WILD ANIMALS

Subdivision 1. **Definitions.** As used in this ordinance, the terms defined in this section shall have the following meanings ascribed to them:

Animal means every non-human species of animal, both domestic and wild.

Animal Control Officer means any employee of the City of Glencoe who holds that employment position and job classification within the City of Glencoe. The Animal Control Officer shall be primarily responsible for responding to dog and cat related problems and the enforcement of ordinances and statutes.

At large means a dog shall be at large when it is not under restraint as defined in this Ordinance.

Cat means a domesticated feline both male or female, intact or neutered.

Cruelty means every act, omission, or neglect which causes or permits unnecessary or unjustifiable pain, suffering, or death.

Dangerous Dog means any dog that has:

- (1) without provocation, inflicted substantial bodily harm on a human being on public or private property; or
- (2) killed a domestic animal without provocation while off the owner' s property; or
- (3) been found to be potentially dangerous, and after the owner has been sent notice that the dog is potentially dangerous, the dog aggressively bites, attacks or endangers the safety of humans or other domestic animals.

Dog means both male and female and includes any dog of the dog kind.

Other Animal Kept As a Pet means an animal other than a dog or cat for which a rabies vaccine is licensed for the species by the United States Department of Agriculture. An animal that is deemed a prohibited wild animal pursuant to Division B of this Ordinance shall not be kept as a pet even though a rabies vaccine is licensed for the animal, and such an animal shall not be included in the definition of Other Animal Kept as a Pet.

Owner means any person, firm, corporation, organization or department possessing, keeping, harboring or maintaining a dog or cat within the City. A dog or cat shall be deemed to be harbored if it is fed or sheltered for three days or more.

Potentially dangerous dog means any dog that:

when unprovoked, inflicts bites on a human or domestic animal on public or private property; or

when unprovoked, chases or approaches a person including a person on a bicycle, upon the streets, sidewalks or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or

has a known propensity, tendency, or disposition to attack without provocation, causing injury or otherwise threatening the safety of humans or other domestic animals.

K. *Proper Enclosure* means securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the dog. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the dog from exiting.

L. *Rabid Animal* means an animal showing signs associated with rabies that are observed and reported by a veterinarian, or an animal diagnosed as positive for rabies by a recognized laboratory or both. Any skunk, wolf, wolf hybrid, civet cat, raccoon, opossum, bat, or fox that bites a dog or cat shall be deemed to be a rabid animal for the purposes of this Ordinance.

M. *Rabies Control Authority* means a duly authorized person responsible for the enforcement of this Ordinance as directed by the City Council.

N. *Rabies Suspect* means any animal which is considered as a potentially rabid animal under the guidelines of the U.S. Centers for Disease Control, and which has bitten any person and caused an abrasion of the skin in such person or has otherwise exposed that person to its saliva through an open wound or mucous membrane.

O. *Under Restraint*: means a dog is under restraint if:

- (1) The dog is within a secure vehicle;
- (2) The dog is within a secure fence or building within the owner's property limits;
- (3) The dog is secured by means of a chain or metallic cable to a fixed object thereby confining the dog to a specified area;

- (4) The dog is controlled by a leash, provided that when persons or other animals are within twenty (20) feet of the dog, the leash is shortened to six feet; or
- (5) The dog:
 - (a) Is within the owner's property limits, or is involved in a scheduled dog show or obedience demonstration or trial, or is legally involved in hunting or retrieving game animals; and
 - (b) Is controlled by a competent person and is immediately obedient to that person's command.

P. *Unreasonably Disturb the Peace and Quiet* includes, but is not limited to, the creation of any noise by any animal which can be heard by any person, including animal control officers, environmental health officers, or license peace officers, from a location outside of the building or premises where the animal is being kept and which animal noise occurs either: (1) repeatedly over at least a seven minute period of time or (2) intermittent barking that continues for more than one hour and is plainly audible from a distance of 100 feet or more from the premises where the dog is kept.

Q. *Vaccination Against Rabies* means the inoculation of a dog, cat, farm animal, or other animal kept as a pet with a rabies vaccine licensed for that species by the United States Department of Agriculture and administered in accordance with the recommendation listed in the current year's Compendium of Animal Rabies Control. The vaccination must be performed by or under the supervision of a veterinarian.

R. *Wild Animal* is every non-human species of the animal kingdom, including those born or raised in captivity **except the following:**

- (1) Domestic dogs (excluding hi-breds with wolves, coyotes or jackals)
- (2) Domestic cats (excluding hi-breds with ocelots or margays) properly vaccinated against rabies pursuant to law;
- (3) **Farm animals, including bees, Vietnamese pot-bellied pigs, and pigeons, provided that no more than one Vietnamese pot-bellied pig and no more than five pigeons can be kept on any one lot or premises;**
- (4) Rodents, including hamsters, mice, gerbils, white rats, guinea pigs, hedgehogs, capable of being maintained continuously in cages;
- (5) Rabbits;
- (6) Captive-bred species of common cage birds;
- (7) Small non-poisonous snakes;
- (8) Chinchillas, non-poisonous lizards, and other similar small species capable to being maintain continuously in cages;
- (9) Fish, unless prohibited by state or federal law.
- (10) Neutered male or spayed female domestic ferrets.



SMALL CITY & BIG FUTURE

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separate agenda items**



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

To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: April 14, 2023

Re: **Item 8D** – Legislative Update

Item 8D - I will provide an update on legislation that would affect the City of Glencoe.



SMALL CITY & BIG FUTURE

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

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separate agenda items**

Glencoe Municipal Liquor Store
Profit & Loss Statement for December 2022

Sales	
Liquor	97,996.05
Beer	121,305.52
Wine	37,978.14
Other Merchandise	5,464.85
Total Sales	<u>262,744.56</u>
Cost of Sales	
Beginning Inventory	445,821.42
Purchases	168,301.21
Total Merch. Avail. for Sale	<u>614,122.63</u>
Less Inventory Ending	418,296.36
Cost of Sales	<u>195,826.27</u>
Gross Profit on Sales	<u>66,918.29</u>
	25.47%
Operating Expenses	
Sales Tax (Use tax)	312.00
Full-Time Employees	14,009.09
Full-Time Employees- Overtime	0.00
Part-Time Employees	6,346.75
PERA Contributions	944.27
FICA Contributions	832.30
Medicare Contributions	194.67
Health & Life Insurance	(453.35)
Operating Supplies	9,414.88
Cleaning Supplies	0.00
Repair & Maintenance	1,640.84
Professional Services	0.00
Training	0.00
Computer Repair/Equipment	0.00
Telephone	99.56
Travel Expense	0.00
Advertising	2,824.56
Printing & Binding	0.00
Electricity	1,404.99
Natural Gas	1,970.73
Uniforms	0.00
Miscellaneous	0.00
Sub-total	<u>39,541.29</u>
Insurance- Liquor, Property, Gen'l Liability	701.96
Depreciation	3,587.18
Audit	250.00
Worker's Comp	456.92
Bond Interest	1,042.29
Total Operating Expenses	<u>45,579.64</u>
Non-Operating Expenses/Income	
Interest Income	57.51
Miscellaneous	(68.09)
Sales Tax Variance	1.22
Cash Drawer +/-	85.51
Bottle Deposit/Paid Out	0.00
Bad/Collected Checks	0.00
Total Non-Operating Exp./Inc.	<u>76.15</u>
Net Income	21,414.80
Year-To-Date Income	245,035.89

Comparative Figures

Previous Year (2021)

Total Sales	252,053.40
Gross Profit on Sales	66,147.88
Total Operating Expenses	49,227.93
Total Non-Operating Exp./Inc.	40.14
Net Income	16,960.09
Year-To-Date Income	275,535.26

Current YTD Cash Balance	354.37
Last Month YTD Income	223,621.09



SMALL CITY & BIG FUTURE

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

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separate agenda items**

CITY OF GLENCOE BILLS

APRIL 17, 2023

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

VENDOR	DEPARTMENT: DESCRIPTION	TOTAL
CITY OF GLENCOE EMPLOYEES	MULTIPLE DEPTS.: CITY OF GLENCOE PAYROLL 1-25-23	\$71,841.47
WIRE TRANSFER	MULT DEPTS:EMP/CITY PAYROLL TAXES,HSA,PERA,D COMP,CAFE	\$50,057.72
TOTAL PREPAID BILLS ----->		<u>\$121,899.19</u>

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

APRIL 17, 2023 - PREPAID BILLS

Date: 04/14/2023

Time: 1:57 pm

Page: 1

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
BELLBOY CORPORATION	1113	LIQUOR STORE: MERCH FOR RESALE	176336	01/23/2023	1,982.29
				Vendor Total:	1,982.29
BREAKTHRU BEVERAGE	0513	LIQUOR STORE: MERCH FOR RESALE	176337	01/23/2023	3,436.14
				Vendor Total:	3,436.14
JOHNSON BROS - ST PAUL	0504	LIQUOR STORE: MERCH FOR RESALE	176338	01/23/2023	4,051.42
				Vendor Total:	4,051.42
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR STORE: MERCH FOR RESALE	176339	01/23/2023	2,633.98
				Vendor Total:	2,633.98
SOUTHERN GLAZER'S OF MN	1429	LIQUOR STORE: MERCH FOR RESALE	176340	01/23/2023	1,120.04
				Vendor Total:	1,120.04
TRUIST GOVERNMENTAL FINANCE	0809	CITY CENTER: BOND PRINCIPAL & INTEREST	176341	01/23/2023	122,338.99
				Vendor Total:	122,338.99
VINOCOPIA, INC.	1353	LIQUOR STORE: MERCH FOR RESALE	176342	01/23/2023	297.50
				Vendor Total:	297.50
WINE MERCHANTS	0667	LIQUOR STORE: MERCH FOR RESALE	176343	01/23/2023	88.00
				Vendor Total:	88.00
				Grand Total:	135,948.36
				Less Credit Memos:	0.00
				Net Total:	135,948.36
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	135,948.36
Total Invoices:	8				

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

APRIL 17, 2023 - PREPAID BILLS

Date: 04/14/2023

Time: 1:58 pm

Page: 1

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
A.H. HERMEL CO.	0573	LIQUOR STORE: MERCH FOR RESALE	176410	01/27/2023	1,048.81
				Vendor Total:	1,048.81
ARCTIC GLACIER USA, INC	0495	LIQUOR STORE: MERCH FOR RESALE	176411	01/27/2023	413.30
				Vendor Total:	413.30
BREAKTHRU BEVERAGE	0513	LIQUOR STORE: MERCH FOR RESALE	176417	01/27/2023	1,726.16
				Vendor Total:	1,726.16
C & L DISTRIBUTING	0492	LIQUOR STORE: MERCH FOR RESALE	176412	01/27/2023	16,671.94
				Vendor Total:	16,671.94
DAHLHEIMER BEVERAGE	0003	LIQUOR STORE: MERCH FOR RESALE	176413	01/27/2023	21,685.07
				Vendor Total:	21,685.07
JOHNSON BROS - ST PAUL	0504	LIQUOR STORE: MERCH FOR RESALE	176418	01/27/2023	3,084.69
				Vendor Total:	3,084.69
MARLIN'S TRUCKING	1387	LIQUOR STORE: MERCH FOR RESALE	176414	01/27/2023	493.50
				Vendor Total:	493.50
MCLEOD COUNTY	2227	MUNI STATE AID, WATER: MORNINGSID PROJECT PAYMENT	176424	02/06/2023	126,484.29
				Vendor Total:	126,484.29
MINNESOTA PUBLIC EMPLOYEE	1439	POLICE: UNION DUES	176419	01/27/2023	155.05
				Vendor Total:	155.05
NCPERS GROUP LIFE INS	1619	ADMIN: INS PREMIUMS	176420	01/27/2023	16.00
				Vendor Total:	16.00
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR STORE: MERCH FOR RESALE	176421	01/27/2023	1,094.70
				Vendor Total:	1,094.70
PPLSI	0485	MULT DEPTS: INS PREMIUMS	176422	01/27/2023	112.60
				Vendor Total:	112.60
SOUTHERN GLAZER'S OF MN	1429	LIQUOR STORE: MERCH FOR RESALE	176423	01/27/2023	2,708.10
				Vendor Total:	2,708.10
VIKING BEVERAGES	0973	LIQUOR STORE: MERCH FOR RESALE	176415	01/27/2023	10,629.00
				Vendor Total:	10,629.00
VIKING COCA-COLA BOTTLING CC	0494	LIQUOR STORE: MERCH FOR RESALE	176416	01/27/2023	463.05
				Vendor Total:	463.05
				Grand Total:	186,786.26
				Less Credit Memos:	0.00
				Net Total:	186,786.26
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	186,786.26
Total Invoices:		15			

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

APRIL 17, 2023 - REGULAR BILLS

Date: 04/14/2023

Time: 1:42 pm

Page: 1

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ANDOVER ARMS LLC	2273	POLICE: TRAINING SUPPLIES	0	00/00/0000	1,230.00
				Vendor Total:	1,230.00
AT&T MOBILITY	1205	MULT DEPTS: CELL PHONE BILL	0	00/00/0000	680.41
				Vendor Total:	680.41
AUTO VALUE GLENCOE	0214	PARK, WATER, WWTP: BATTERIES, EQUIPMENT PARTS	0	00/00/0000	329.94
				Vendor Total:	329.94
BARRERA, ISLAM	0684	FIRE: TRAVEL EXP REIMB	0	00/00/0000	571.68
				Vendor Total:	571.68
BARTELS, MIKE	0641	WATER: TRAVEL EXP REIMB, UNIFORM ALLOWANCE	0	00/00/0000	302.46
				Vendor Total:	302.46
BORDER STATES INDUSTRIES INC	0852	LIQUOR STORE: EMERGENCY LIGHTS, BALLASTS	0	00/00/0000	1,108.94
				Vendor Total:	1,108.94
CANNON TECHNOLOGIES, INC	1588	WATER, WWTP: ANNUAL SOFTWARE SUPPORT	0	00/00/0000	8,947.56
				Vendor Total:	8,947.56
CARD SERVICES	0330	MULT DEPTS: FUEL, SUPPLIES, MERCH FOR RESALE	0	00/00/0000	554.04
				Vendor Total:	554.04
CARGILL, INC	1636	WATER: SALT	0	00/00/0000	5,228.87
				Vendor Total:	5,228.87
CENGAGE LEARNING INC-GALE	1828	LIBRARY: BOOKS	0	00/00/0000	51.73
				Vendor Total:	51.73
CENTERPOINT ENERGY	0204	MULT DEPTS: NATURAL GAS	0	00/00/0000	13,387.14
				Vendor Total:	13,387.14
CENTRAL HYDRAULICS	1913	PARK: EQUIPMENT REPAIR PARTS	0	00/00/0000	396.33
				Vendor Total:	396.33
DAKOTA SUPPLY GROUP	0523	WATER: METER ADAPTERS, GASKETS	0	00/00/0000	1,049.41
				Vendor Total:	1,049.41
DOBRAVA BROTHERS	0061	FIRE: PLUMBING REPAIRS	0	00/00/0000	325.00
				Vendor Total:	325.00
EMI AUDIO	1703	CITY CENTER: CAMERA SYSTEM REPAIRS	0	00/00/0000	450.00
				Vendor Total:	450.00
FLEET SERVICES DIVISION	2144	POLICE: SQUAD CAR LEASES	0	00/00/0000	3,809.11
				Vendor Total:	3,809.11
FOUNDATION BUSINESS SYSTEM:	1942	STORM WATER: ANNUAL SERVICE FEE FOR MS4	0	00/00/0000	500.00
				Vendor Total:	500.00
FRANKLIN PRINTING INC.	0085	WWTP: OFFICE SUPPLIES	0	00/00/0000	63.08
				Vendor Total:	63.08
GILLETTE PEPSI COMPANIES, INC	0496	LIQUOR STORE: MERCH FOR RESALE	0	00/00/0000	458.00
				Vendor Total:	458.00
GLENCOE CO-OP ASSN.	1842	MULT DEPTS: FUEL	0	00/00/0000	6,277.64
				Vendor Total:	6,277.64
GLENCOE FLEET SUPPLY	2074	MULT DEPTS: HARDWARE, PAINT, REPAIR & MAINT SUPPLIES	0	00/00/0000	692.83
				Vendor Total:	692.83
GLENCOE HISTORIC PRESERV. SC	0510	CITY CENTER: ROOM RENTAL FEE SPLIT	0	00/00/0000	50.00
				Vendor Total:	50.00

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
GOPHER STATE ONE CALL	0482	WATER, WWTP, STORM WATER: LOCATE TICKETS	0	00/00/0000	12.15
				Vendor Total:	12.15
GREAT NORTHERN ENVIRONMEN	1601	WWTP: EQUIPMENT REPAIR & MAINTENANCE	0	00/00/0000	1,150.00
				Vendor Total:	1,150.00
GUARDIAN FLEET SAFETY	0907	POLICE: SQUAD SET-UP	0	00/00/0000	207.00
				Vendor Total:	207.00
H & L MESABI	0731	STREET; PLOW BLADES	0	00/00/0000	184.73
				Vendor Total:	184.73
HAWKINS, INC.	1133	WATER: CHEMICALS	0	00/00/0000	3,886.29
				Vendor Total:	3,886.29
HILLYARD HUTCHINSON	0122	ADMIN: CLEANING SUPPLIES	0	00/00/0000	1,044.14
				Vendor Total:	1,044.14
HUEMOELLER, GONTAREK &	1800	ADMIN: LEGAL SERVICES	0	00/00/0000	9,685.25
				Vendor Total:	9,685.25
HYDRO ENGINEERING, INC.	0554	WATER: OROFLEX HOSE	0	00/00/0000	216.00
				Vendor Total:	216.00
JOHN DEERE FINANCIAL	1299	WWTP: HOSE FITTING	0	00/00/0000	18.92
				Vendor Total:	18.92
KDUZ - KARP - KGLB	2248	ADMIN, LIQUOR STORE: ADVERTISING	0	00/00/0000	547.00
				Vendor Total:	547.00
KWIK TRIP	1653	POLICE: FUEL	0	00/00/0000	2,331.14
				Vendor Total:	2,331.14
LEAGUE OF MN CITIES INS. TRUS	0389	MULT DEPTS: WORK COMP INS	0	00/00/0000	150,302.00
				Vendor Total:	150,302.00
LEAGUE OF MN CITIES	1323	STORM WATER: COALITION CONTRIBUTIONS	0	00/00/0000	560.00
				Vendor Total:	560.00
LIGHT & POWER COMMISSION	1484	MULT DEPTS: ELECTRICITY, SOFTWARE SUPPORT, BILLING FEES	0	00/00/0000	30,479.79
				Vendor Total:	30,479.79
MCLEOD COOP. POWER ASS'N.	0201	ADMIN, AIRPORT: ELECTRICITY	0	00/00/0000	951.19
				Vendor Total:	951.19
MCLEOD PUBLISHING, INC.	0339	ADMIN, CITY CENTER: PUBLISHING & ADVERTISING	0	00/00/0000	274.64
				Vendor Total:	274.64
METERING & TECHNOLOGY	1050	WATER: WATER METERS	0	00/00/0000	1,648.56
				Vendor Total:	1,648.56
METRO SALES, INC	1066	ADMIN: OFFICE EQUIPMENT LEASE	0	00/00/0000	373.16
				Vendor Total:	373.16
MILBANK WINWATER WORKS	0058	WATER, WWTP: WATER METERS, METER GASKETS	0	00/00/0000	34,776.63
				Vendor Total:	34,776.63
MINI BIFF	0177	PARK: WASTE REMOVAL	0	00/00/0000	10.20
				Vendor Total:	10.20
MINNESOTA UI FUND	0566	CEMETERY: UNEMPLOYMENT INSURANCE	0	00/00/0000	2,943.46
				Vendor Total:	2,943.46
MN DEPT. OF HEALTH	1223	WATER: OPERATOR LICENSE RENEWAL	0	00/00/0000	23.00
				Vendor Total:	23.00

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MN. RURAL WATER ASSOC.	0175	WATER, WWTP: CONFERENCE REGISTRATION	0	00/00/0000	700.00
				Vendor Total:	700.00
MNSPECT	0722	CODE ENFORCE: INSPECTIONS	0	00/00/0000	11,592.76
				Vendor Total:	11,592.76
MVTL , INC.	0353	WATER, WWTP: LAB TESTING	0	00/00/0000	355.50
				Vendor Total:	355.50
MY GUY, INC	0940	WATER, WWTP: PRESSURE WASHER SOAP	0	00/00/0000	1,100.00
				Vendor Total:	1,100.00
NORTH AMERICAN SAFETY INC	0903	WATER, WWTP: SAFETY EQUIPMENT & CLOTHING	0	00/00/0000	323.47
				Vendor Total:	323.47
NORTH CENTRAL INTERNATIONAL	0683	STREET: MUDFLAPS	0	00/00/0000	53.94
				Vendor Total:	53.94
NORTH CENTRAL LABORATORIES	0631	WWTP: LAB SUPPLIES	0	00/00/0000	2,812.42
				Vendor Total:	2,812.42
NUVERA	2120	MULT DEPTS: INTERNET, PHONE, IT SUPPORT	0	00/00/0000	4,840.48
				Vendor Total:	4,840.48
OXYGEN SERVICE COMPANY	0653	STREET: WELDING SUPPLIES	0	00/00/0000	16.12
				Vendor Total:	16.12
PIONEER RESEARCH CORPORATI	1261	WWTP: PRODUCT SUPPLIES	0	00/00/0000	313.25
				Vendor Total:	313.25
PIONEERLAND LIBRARY SYSTEMS	0227	REIMB: CARDS & FINES	0	00/00/0000	21.00
				Vendor Total:	21.00
PREMIUM WATERS, INC.	1081	MULT DEPTS: WATER	0	00/00/0000	199.91
				Vendor Total:	199.91
PRO AUTO GLENCOE, INC	0527	WWTP: VEHICLE MAINTENANCE	0	00/00/0000	90.45
				Vendor Total:	90.45
RAMAKER & ASSOCIATES, INC	0910	CEMETERY: ANNUAL SOFTWARE MAINTENANCE	0	00/00/0000	700.00
				Vendor Total:	700.00
REVIER WELDING	1509	STREET: EQUIPMENT REPAIR, METAL	0	00/00/0000	503.15
				Vendor Total:	503.15
RIVERLAND COMMUNITY COLLEG	1480	FIRE: FIRE SCHOOL REGISTRATION	0	00/00/0000	405.00
				Vendor Total:	405.00
SAM'S TIRE SERVICE INC.	0250	POLICE: TIRE REPLACEMENTS	0	00/00/0000	766.24
				Vendor Total:	766.24
SECURITY BANK & TRUST CO.	0259	STREET: TRACTOR PRINCIPAL & INTEREST PAYMENT	0	00/00/0000	23,024.93
				Vendor Total:	23,024.93
SEH	1757	AIRPORT: ENGINEERING SERVICES	0	00/00/0000	4,400.00
				Vendor Total:	4,400.00
SOUTHERN MN INSPECTION CO.	0358	PARK: HOIST INSPECTION	0	00/00/0000	482.60
				Vendor Total:	482.60
STAR GROUP, L.L.C.	0972	MULT DEPTS: FILTERS,EQUIPMENT REPAIR PARTS, LUBRICANTS	0	00/00/0000	685.39
				Vendor Total:	685.39
TRI-COUNTY WATER	1016	STREET, REIMB: WATER	0	00/00/0000	111.00
				Vendor Total:	111.00

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VONBERGE, RON	1339	WWTP: MILEAGE REIMB.	0	00/00/0000	65.50
				Vendor Total:	65.50
WEIDENDORF, ANDY	2175	FIRE: TRAVEL EXPENSE REIMB	0	00/00/0000	186.31
				Vendor Total:	186.31
YUHAS, JONATHAN	0720	FIRE: SEVERE WEATHER TRAINING	0	00/00/0000	600.00
				Vendor Total:	600.00
				Grand Total:	342,438.84
				Less Credit Memos:	0.00
Total Invoices:	69			Net Total:	342,438.84
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	342,438.84