



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

## **GLENCOE CITY COUNCIL MEETING AGENDA**

**October 16, 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 October 2, 2023
- B. Approve 3.2% Liquor License for Kwik Trip

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

**5. PUBLIC HEARINGS**

- A. Public Hearing on Delinquent Charges owed to the City of Glencoe – Approve Resolution 2023-35 to assess to property Taxes for Collection– City Administrator
- B. Public Hearing on 2023 Pavement Project – Approve Resolution 2023-36 to Certify to Assessments for Collection with Property Taxes – Justin Black, City Engineer
- C. Public Hearing on 1234 Greeley Avenue - Approve Resolution 2023-37 to send to District Court – City Attorney Ostlund

**6. BIDS AND QUOTES**

- A. Supplemental Letter Agreement with SEH for Survey work and Soil Borings for Hennepin Avenue Project with McLeod County – City Administrator

**7. REQUESTS TO BE HEARD**

- A. Approve Resolution 2023-38 authorizing the Mayor and City Administrator to execute the Agreement with Minnesota Department of Transportation (MNDOT) to include Watermain removal and reconstruction during Roundabout construction on T.H. 212 at Morningside Avenue – City Administrator
- B. Approve Resolution 2023-39 to appoint members of the Charter Commission – City Attorney

**8. ITEMS FOR DISCUSSION**

- A. First reading of the amendment to the Animal Ordinance Number 623 to allow for the keeping of Chickens and Set Public Hearing for November 6 at 7:00 PM – City Attorney

**9. ROUTINE BUSINESS**

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

**10. ADJOURNMENT**

Attendees: Ryan Voss, Yodee Rivera, Sue Olson, Mark Hueser, Paul Lemke

Absent: Cory Neid

City Staff: Mark Larson, Kelly Hayes, Mark Ostlund, Jamie Voigt, Mark Lemen, Todd Trippel, Tony Padilla, Myranda VanDamme

Others: Lowell Anderson, Rich Glennie, Al Robeck, Jason Dahlke, Kyle Sparby, Jean Dahlke, Brandon Draeger, Jeff Odden, Ron Larson

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

Mayor Voss called the City Council meeting to order. Commissioner Cory Neid was absent.

**2. APPROVE THE AGENDA**

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

**3. CONSENT AGENDA**

- A. Approve City Council Minutes of September 18, 2023**
- B. Approve Lawful Gambling Application for Brownton Baseball Association**
- C. Appoint Yodee Rivera as the Liaison to the Park Board**

*Motion: Hueser, seconded by Olson to approve the Consent Agenda. All in favor, motion carried.*

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

Resident Allen Robeck stated that he put in an application to be on the Charter Commission. He requested to serve the four-year term. Mr. Robeck said that that he spoke with Ron Knop and he no longer wants to be on the commission. Hueser said that he spoke with Doug Wagener and he thought his term had ended. City Staff will contact the current commissioners to verify who would like to continue to be on the commission. The City will continue to accept applications for the Charter Commission until the next council meeting.

Resident Jason Dahlke, spoke on behalf of the Glencoe Lions. He reviewed many of the donations that the Lion's Club has made to better the community.

**5. PUBLIC HEARINGS**

- A. Set Public Hearing for 7:00 PM for October 16, 2023, on the Hazardous Property located at 1234 Greeley Avenue North - Resolution 2023-33 - City Attorney**

*Motion: Lemke, seconded by Rivera to Set a Public Hearing for 7:00pm for October 16, 2023, on the Hazardous Property located at 1234 Greeley Avenue North - Resolution 2023-33 - City Attorney. All in favor, motion carried.*

**6. BIDS & QUOTES – none scheduled**

**7. REQUESTS TO BE HEARD**

- A. Send Special Use Permit for Tracy Larson, 430 Edgewood Drive to Planning and Industrial Commission for Public Hearing on Revocation of Permit**

*Motion: Rivera, seconded by Hueser to Send Special Use Permit for Tracy Larson, 430 Edgewood Drive to Planning and Industrial Commission for Public Hearing on Revocation of Permit. All in favor, motion carried.*

**B. Resolution 2023-32 to approve Lawful Gambling Application for Brownton Baseball Association**

The Brownton Baseball association had asked Main Street Sports Bar if they could take over the sales of pull tabs. During discussion, Councilperson Hueser asked Brandon Draeger, the representative from the Brownton Baseball Association, if he would consider pulling his application. Mr. Draeger said that he would pull the application. No further action was needed.

**C. Appoint Charter Commission members for appointment by District Judge, Resolution 2023- 34**

*Motion: Hueser, seconded by Rivera to table until the next meeting so the City can reach out to the members on the list to see if they want to remain on the Charter Commission. All in favor, motion carried.*

**8. ITEMS FOR DISCUSSION**

**A. Update on 2023 Pavement Improvement Project - City Administrator**

Final seeding is down. Trying to get a quote to stripe 11<sup>th</sup> Street.

**B. Update on Dollar General Access to TH 22 - MNDOT Response - City Administrator**

Received word that MNDot was going to deny Dogwood access for Dollar General, however, they would be open to an access at Fir Avenue.

**C. Update on Buffalo Creek Watershed Meeting regarding Central and East Ditch -Councilor Hueser**

Houston Engineering will be updating the central drainage plan.

**9. ROUTINE BUSINESS**

**A. Project Updates**

**B. Economic Development**

**C. Public Input**

Resident Ron Larson asked why the berm bags haven't been removed from McLeod & 12<sup>th</sup>. Public Works Director Voigt explained that they require a 70% coverage of the new grass and then they will remove the bags. They will be removed by freezing. Next issue Mr. Larson had was that some of his landscaping was dug up when the new sewer line was installed. He thought he had a few more days to transplant his flowers. Public Works Director, Mark Lemen, said that the contractors had notified the residents of the project. Mr. Larson said he was given a timeline of a week and he asked why it couldn't be narrowed down. Lemen noted that with a project of this size it is difficult to narrow it down by the day and that residents were given a timeline of a week. Mr. Larson also asked why the water shut off is four feet out of the ground. Lemen said that they were letting the ground settle and for the project to be completed before the contractor cuts them down. Mr. Larson said that a sewer line is also sticking four feet out of the ground. Lemen noted that the contractor will be cutting those down to ground level also.

**D. Reports**

**E. City Bills**

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

**10. ADJOURNMENT**

*Motion: Lemke, seconded by Olson to adjourn at 7:53pm. All in favor, motion carries.*



SMALL CITY & BIG FUTURE

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

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

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





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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 13, 2023

Re: Item 5A – Public Hearing on Delinquent Charges

Item 5A – Unless someone pays their bill before the meeting on Monday night, it is recommended to approve Resolution Number 2023-35 to assess the delinquent amounts to be collected with the property taxes.

The large assessment of \$18,230.87 is for the demolition costs of the Delores Thurn Home a few years ago as a hazardous property at 1329 13<sup>th</sup> Street East. Daniel and Renae Peterson bought the property as a tax forfeiture sale by McLeod County. The Assessment was removed by the County prior to the sale. I did have others inquire if the City proposed to re-assess the property and I informed that we did plan to re-assess. the Petersons did not contact me.

We discussed this issue at the last City Council meeting regarding the teardown costs when the City becomes involved in a hazardous property. This is how the City recoups the cost of the demolition and maintenance. We have had other properties in the past where the City ultimately recovered the costs of the demolition when the property sold. Two in recent memory were south of the Congregational Church (bought by the church) and north of the Congregational Church (purchased by Jon Dahlke for his Maple syrup making). The City received the demolition costs with the sale of the property.

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

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

**RESOLUTION 2023 - 35**  
**RESOLUTION CERTIFYING COLLECTION OF DELINQUENT BILLS**  
**WITH 2023 PROPERTY TAXES**

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

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

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

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

1. The City Administrator is hereby authorized to certify to the County Auditor for collection with 2024 property taxes those amounts owed to the City of Glencoe.
2. That those delinquent accounts are as follows:

<u>OWNER</u>	<u>PID</u>	<u>AMOUNT DUE</u>
Addie Kordell	22.135.0100	\$217.14
Pamela Ruble	22.060.3280	\$364.83
Pat Nseumen	22.060.2270	\$1,257.27
D & R Properties of MN	22.060.1180	\$253.18
Daniel & Renae Peterson	22.050.3680	\$18,230.87
Mackenzie Thiesfeld	22.073.0050	\$68.60
Wesley Weinzierl	22.050.0990	\$56.62

Adopted and approved this 16<sup>th</sup> day of October, 2023.

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

ATTEST:

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

RESOLUTION 2023-35 CERTIFYING  
COLLECTION OF DELINQUENT BILLS .  
Vote \_\_\_\_\_ to \_\_\_\_\_:

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



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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 13, 2023

Re: Item 5B – Public Hearing on the 2023 Pavement Project

Item 5B – City Engineer Justin Black will review the 2023 Pavement Project and the proposed assessment for the project.

The Public will be given the opportunity to address the City Council regarding the assessments on the project. For the majority of the Assessments will be over 5 years at 4.5% interest.

For the properties on McLeod Avenue, which was completely reconstructed, the assessments will be over 15 years at 4.5% Interest.

It is recommended to approve Resolution 2023-36 to Certify the assessments to McLeod County for collection with their property taxes.

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

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



## **RESOLUTION 2023 - 36**

### **RESOLUTION ADOPTING ASSESSMENT**

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for the **2023 Pavement Improvement Project**, which includes improvements on the following streets:

- Judd Avenue from 18th Street to 20th Street
- Knight Avenue from 16th Street to 18th Street
- McLeod Avenue from 16th Street to 18th Street
- Cedar Avenue from W 13th Street to approximately 200 feet south of 16th Street
- 14th Street from Cedar Avenue to Armstrong Avenue
- 14th Street from Armstrong Avenue to Baxter Avenue
- Desoto Avenue from 12th Street to 15th Street
- Elliott Avenue from 12th Street to 16th Street
- 14th Street from Elliott Avenue to Ford Avenue
- Ives Avenue from 13th Street to 16th Street
- 15th Street from Knight Avenue to Pryor Avenue
- 14th Street from Hennepin Avenue to alley east of Ives Avenue
- 14th Street from alley west of Knight Avenue to Pryor Avenue
- Knight Avenue from 14th Street to 15th Street
- Louden Avenue from 13th Street to 16th Street
- Owen Avenue from 13th Street to 14th Street
- 15th Street from Stevens Avenue to Union Avenue
- Elsie Drive from 14th Street to 16th Street
- Ranger Drive from 14th Street to 16th Street
- 11th Street from Greeley Avenue to Judd Avenue
- Greeley Avenue from 10th Street to 12th Street
- Ives Avenue from 9th Street to 10th Street
- 12th Street from Knight Avenue to Union Avenue
- 11th Street from Pryor Avenue to Union Avenue
- 9th Street from Pryor Avenue to Queen Avenue
- Pryor Avenue from 9th Street to 10th Street
- 11th Street from Cardinal Avenue to Eagle Avenue
- Eagle Avenue from cul-de-sac south approximately 150 feet south
- McLeod Avenue from 11th Street to 12th Street
- Fir Avenue from W 13th Street to 15th Street
- Elm Avenue from W 13th Street to 16th Street
- Dogwood Avenue from W 13th Street to 16th Street
- Oak Leaf Park Road from Hennepin Avenue to Oak Leaf Park
- Oak Leaf Park roadways and Aquatic Center parking lot
- Armstrong Avenue from 14th Street to 16th Street
- Chandler Avenue from 13th Street to 14th Street
- Knight Avenue from 13th Street to 14th Street
- McLeod Avenue from 13th Street to 14th Street
- 15th Street from Pryor Avenue to Stevens Avenue
- 9th Street from Queen Avenue to Vinton Avenue
- Taylor Avenue from 9th Street to 10th Street
- 11th Street from Armstrong Avenue to the west City Limits

by construction of pavement reclamation and overlay, drain tile and sump pump services, thin overlay, concrete curb and gutter repairs, spot sidewalk replacement, parking lane pavement replacement, seal coat, street reconstruction with installation of new sanitary sewer, storm sewer installation, trail and roadway improvements, turf restoration, and miscellaneous items required to complete the improvements, and has amended such proposed assessment as it deems just.

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

1. Such proposed assessment, **as amended**, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the improvement in the amount of the assessment levied against it.
2. For that portion of the 2023 Pavement Improvement Project on McLeod Avenue from 11th Street to 12th Street (Alternate 1), assessments shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January, 2024, and shall bear interest at the rate of 4.5 percent per annum after November 16, 2023. To the first installment shall be added interest on the entire assessment from November 16, 2023, until December 31, 2024. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
3. For all other areas of the 2023 Pavement Improvement Project, assessments shall be payable in equal annual installments extending over a period of 5 years, the first of the installments to be payable on or before the first Monday in January, 2024, and shall bear interest at the rate of 4.5 percent per annum after November 16, 2023. To the first installment shall be added interest on the entire assessment from November 16, 2023, until December 31, 2024. To each subsequent installment when due shall be added interest for one year on all unpaid installments.
4. Properties abutting the 1" overlay areas of the Reclaim/Overlay Portion will not be assessed, as that is considered a repair.
5. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor-Treasurer on November 30, 2023, pay the whole of the assessment on such property to the office of the City Administrator, and no interest shall be charged if the entire assessment is paid by November 16, 2022; and he may, at any time thereafter, pay to the City Administrator the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.
6. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the County Auditor-Treasurer to be extended on the property tax lists of the county. Such assessment shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the council this 16th day of October, 2023.

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

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

RESOLUTION 2023-36 ADOPTING  
ASSESSMENT

Vote \_\_\_\_\_ to \_\_\_\_\_:

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





# 2023 Pavement Improvement Project



Building a Better World for All of Us®



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for All of Us®

## ASSESSMENT HEARING AGENDA

**RE:** 2023 Pavement Improvement Project  
Glencoe, Minnesota

**Date of Meeting:** October 16, 2023

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

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

**SEH No.:** GLENC 170394 16.00

**Location of Meeting:** Glencoe City Center

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

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

Engineers | Architects | Planners | Scientists

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

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## **Purpose of Assessment Hearing:**

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



## NOTICE OF HEARING ON PROPOSED ASSESSMENT



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

Notice is hereby given that the Glencoe city council will meet at 7:00 p.m. on Monday, October 16, 2023, at the Glencoe City Hall, to consider, and possibly adopt, the proposed assessment for the **2023 Pavement Improvement Project**, which includes improvements on the following streets:

- Judd Avenue from 18th Street to 20th Street
- Knight Avenue from 16th Street to 18th Street
- McLeod Avenue from 16th Street to 18th Street
- Cedar Avenue from W 13th Street to approximately 200 feet south of 16th Street
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### CITY HALL

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

PHONE  
(320)864-5586

WEBSITE  
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EMAIL  
[info@ci.glencoe.mn.us](mailto:info@ci.glencoe.mn.us)

HOURS  
Monday – Friday  
8:00am – 4:30pm

### CITY COUNCIL

MAYOR  
Ryan Voss  
[rvoss@ci.glencoe.mn.us](mailto:rvoss@ci.glencoe.mn.us)

COUNCILOR AT-LARGE  
Yodee Rivera  
[yrivera@ci.glencoe.mn.us](mailto:yrivera@ci.glencoe.mn.us)

COUNCILOR PRECINCT 1  
Sue Olson  
[solson@ci.glencoe.mn.us](mailto:solson@ci.glencoe.mn.us)

COUNCILOR PRECINCT 2  
Mark Hueser  
[mhueser@ci.glencoe.mn.us](mailto:mhueser@ci.glencoe.mn.us)

COUNCILOR PRECINCT 3  
Paul Lemke  
[plemke@ci.glencoe.mn.us](mailto:plemke@ci.glencoe.mn.us)

COUNCILOR PRECINCT 4  
Cory Neid  
[cneid@ci.glencoe.mn.us](mailto:cneid@ci.glencoe.mn.us)

Improvements include but are not limited to construction of pavement reclamation and overlay, drain tile and sump pump services, thin overlay, concrete curb and gutter repairs, spot sidewalk replacement, parking lane pavement replacement, seal coat, street reconstruction with installation of new sanitary sewer, storm sewer installation, trail and roadway improvements, turf restoration, and miscellaneous items required to complete the improvements. Adoption by the council of the proposed assessment may occur at the hearing. The area proposed to be assessed for such improvements includes properties abutting such improvements, and non-abutting properties that benefit from the improvements.

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

220500120 TOWN OF GLENCOE Block-002 N 1/2 LOTS 3-4 & ADJOINING VAC E-W & N-S ALLEY

has been calculated as follows:

Residential Reclaim & Overlay	0.00	L.F.	@	\$53.00	=	\$0.00
Commercial Reclaim & Overlay	74.25	L.F.	@	\$64.00	=	\$4,752.00
Downtown Partial Reconstruction	0.00	L.F.	@	\$150.00	=	\$0.00
Residential Parking Lane Mill & Fill	0.00	L.F.	@	\$8.00	=	\$0.00
Commercial Parking Lane Mill & Fill	0.00	L.F.	@	\$10.00	=	\$0.00
McLeod Avenue Full Reconstruction	0.00	L.F.	@	\$140.00	=	\$0.00
Water Main	0.00	L.F.	@	\$23.00	=	\$0.00
Water Service	0.00	Each	@	\$2,650.00	=	\$0.00
Sanitary Sewer Main	0.00	L.F.	@	\$16.00	=	\$0.00
Sanitary Sewer Service	0.00	Each	@	\$3,600.00	=	\$0.00
<b>TOTAL ASSESSMENT</b>						<b>\$4,752.00</b>

For that portion of the 2023 Pavement Improvement Project on McLeod Avenue from 11th Street to 12th Street (Alternate 1), assessments shall be payable in equal annual installments extending over a period of 15 years, the first of the installments to be payable on or before the first Monday in January, 2024, and shall bear interest at the rate of 4.5 percent per annum after November 16, 2023. To the first installment shall be added interest on the entire assessment from November 16, 2023, until December 31, 2024. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

For all other areas of the 2023 Pavement Improvement Project, assessments shall be payable in equal annual installments extending over a period of 5 years, the first of the installments to be payable on or before the first Monday in January, 2024, and shall bear interest at the rate of 4.5 percent per annum after November 16, 2023. To the first installment shall be added interest on the entire assessment from November 16, 2023, until December 31, 2024. To each subsequent installment when due shall be added interest for one year on all unpaid installments.

Properties abutting the 1" overlay areas of the Reclaim/Overlay Portion will not be assessed, as that is considered a repair.

You may at any time prior to certification of the assessment to the County Auditor-Treasurer on November 30, 2023, pay the entire assessment on such property to the office of the City Administrator. **No interest shall be charged if the entire assessment is paid by November 16, 2023.** You may at any time thereafter, pay to the City Administrator the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

If you decide not to prepay the assessment before the date given above the rate of interest that will apply is 4.5 percent per year. The right to partially prepay the assessment is available.

The proposed assessment roll is on file for public inspection at the City Administrator's office. The total cost of the project is \$5,210,180.05. The total amount of the proposed assessment is \$730,799.28. Written or oral objections will be considered at the meeting. No appeal may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the City Administrator prior to the assessment hearing or presented to the presiding officer at the hearing. The council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

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

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

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

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

Mark Larson  
City Administrator



Year	Age	Age	Age
1978	1978	1978	1978
1979	1979	1979	1979
1980	1980	1980	1980

Rev 8	
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Results

Date \_\_\_\_\_

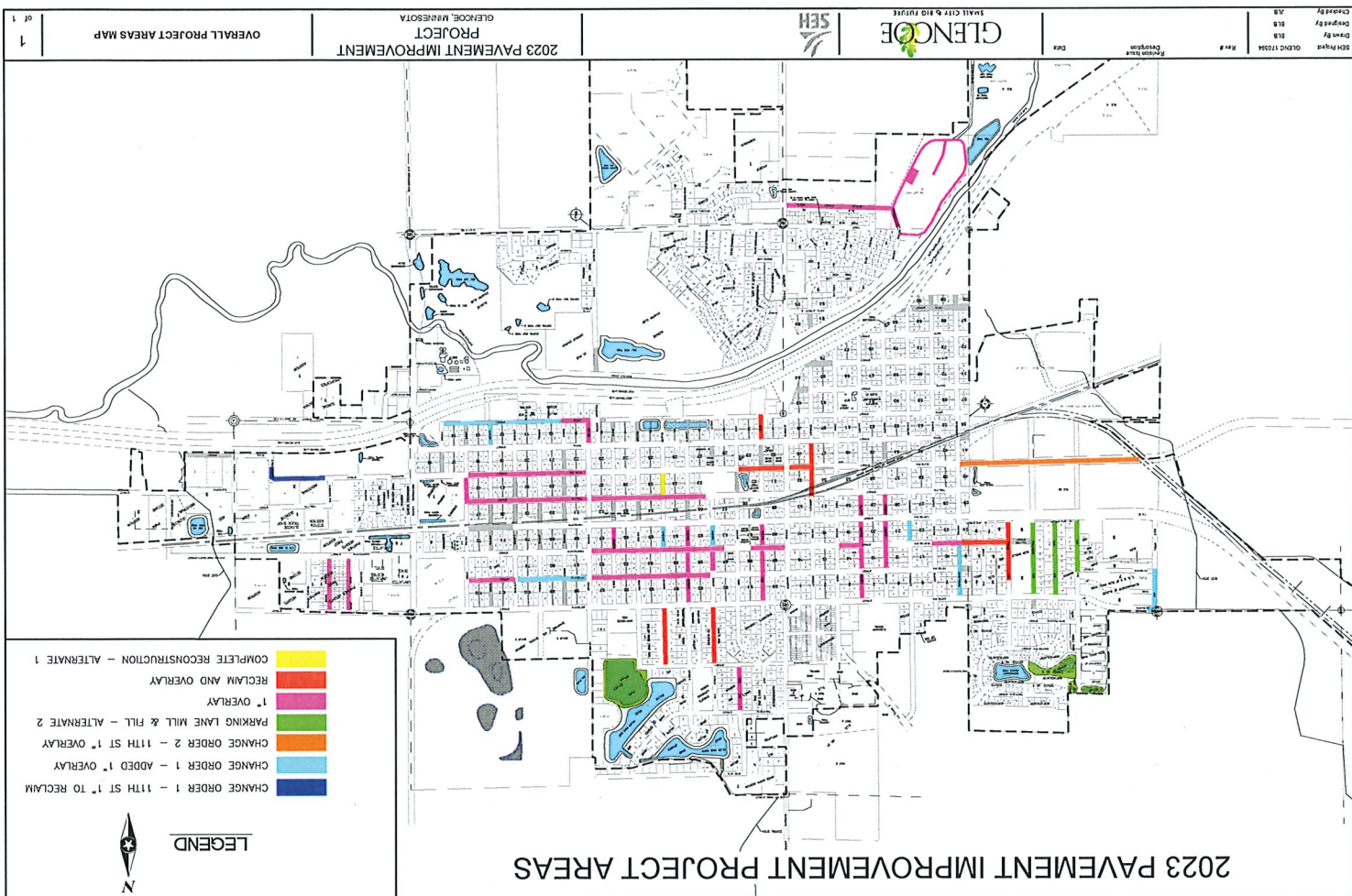
**GLENCOE**  
SMALL CITY & BIG FUTURE



2023 PAVEMENT IMPROVEMENT PROJECT  
GLENCOE, MINNESOTA

OVERALL PROJECT AREAS MAP

10



# Project Costs

Base Bid	\$3,730,000
Alternate 1	\$471,000
Alternate 2	\$96,000
Alternate 3	\$208,000
Change Order 1	\$561,000
Change Order 2	\$58,000
<b>Total Project Cost</b>	<b>\$5,124,000</b>



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# Project Financing

General Tax Levy, Utility Funds, Other Funds	\$4,393,200
Neighborhood Assessments	\$730,800
<b>Total Project Cost</b>	<b>\$5,124,000</b>



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## Glencoe Assessment Policy

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

### Notes:

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

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



**ASSESSMENT RATES  
2023 PAVEMENT IMPROVEMENT PROJECT  
GLENCOE, MINNESOTA  
SEH NO. GLENC 170394  
OCTOBER 16, 2023**

<b>Item</b>	<b>Final Assessment Rate for Front Footage</b>
Residential Reclaim & Overlay	\$53.00 per L.F.
Commercial Reclaim & Overlay	\$64.00 per L.F.
Downtown Partial Reconstruction	\$150.00 per L.F.
Residential Parking Lane Mill & Fill	\$8.00 per L.F.
Commercial Parking Lane Mill & Fill	\$10.00 per L.F.
McLeod Avenue Full Reconstruction	\$140.00 per L.F.
Water Main	\$23.00 per L.F.
Water Service	\$2,650.00 per Each
Sanitary Sewer Main	\$16.00 per L.F.
Sanitary Sewer Service	\$3,600.00 per Each

# Assessment Payments

1. Payable interest free until November 16, 2023.
2. Partial payments are permitted during the interest free payment period.
3. Unpaid balances will be certified to the County and are payable with property taxes over the next 5 years (15 years for McLeod Ave Alt. 1) at 4.5% annual interest, beginning with the 1<sup>st</sup> payment in 2024.
4. Between November 17 and December 31, 2023, no payments can be made.
5. After January 1, 2024, assessments may be paid in full at any time with the County Auditor.



## Proposed Assessment Schedule

Task	Date
Council Declares Cost to be Assessed; Calls for Assessment Hearing	September 18, 2023
Council Holds Assessment Hearing; Adopts Assessments	October 16, 2023
Send Final Assessment Statements	October 17, 2023
30-day Appeal Period Ends	November 16, 2023
Certify Assessments to County	November 30, 2023



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Questions?



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agenda items.**

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

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



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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 13, 2023

Re: Item 5C – Hazardous property at 1234 Greeley Avenue North

Item 5C – City Attorney Ostlund will handle the public hearing on the hazardous property located at 1234 Greeley Avenue North. Tracy Reimann with MNSPECT will testify to the condition of the property.

I have Notified Gerry and Jeff Scharpe of the Public hearing. Their building is directly to the east of this building and is connected to 1234 Greeley Avenue. The Scharpe building is not considered hazardous, but there may be issues if the other building is ultimately demolished.

It is recommended to approve Resolution 2023-37 to declare the building as hazardous and send the order to District Court.

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

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

## **RESOLUTION 2023 - 37**

### **RESOLUTION ORDERING REPAIR, REMOVAL OR RAZING OF HAZARDOUS PROPERTY**

1. Redsmoker, LLC the record owner of real property in located at 1234 Greeley Avenue North, Glencoe, MN 55336 upon the following described property in the City of Glencoe, county of McLeod, Minnesota:

The North Half of Lot 2 in Block 32 in Town of Franklin, excepting therefrom the East 42.83 feet thereof, McLeod County, Minnesota.

2. On September 29, 2023 the City of Glencoe, Minnesota served a Notice of Hearing by Certified Mail and First Class Mail pursuant to Minn. Stat. 463.16 upon Redsmoker, LLC at its registered office in 8288 Red Rock Road Eden Prairie, MN 55347 setting a hearing for before the City Council on October 16, 2023 at 7:00 p.m. to consider whether the structures located upon the above described property constituted a hazardous building within the definition of Minnesota Statutes Sections 463.15 to 463.24.

3. At the hearing on the 16<sup>th</sup> day of October, 2023 the City Council of the City of Glencoe considered the following evidence:

- a. Notice of Hearing, Affidavit of Service of the Notice of Hearing by Certified and First Class Mail upon Marco Arandia.
- b. Property Taxpayer reports from McLeod County showing Redsmoker, LLC as the taxpayer for the property.
- c. Warranty Deed dated August 21, 2018 recorded September 28, 2018 as document number A437303 in the office of the McLeod County Recorder conveying to Redsmoker, LLC the following described property:  
  
The North Half of Lot 2 in Block 32 in Town of Franklin, excepting therefrom the East 42.83 feet thereof, McLeod County, Minnesota.
- d. MNSPECT Report detailing the current condition of the building located at 1234 Greeley Avenue North, Glencoe, MN 55336
- e. Testimony offered from Tracy Reimann at the hearing on October 16, 2023.

4. On the 16<sup>th</sup> day of October, 2023, after hearing, the City Council of the City of Glencoe found and determined as follows:

- a. Notice of the Hearing for the October 16, 2023 hearing was properly given on September 29, 2023, to Redsmoker LLC.
- b. The street address of 1234 Greeley Avenue North, Glencoe, MN 55336 identifies the location of the following described property in the City of Glencoe:

The North Half of Lot 2 in Block 32 in Town of Franklin, excepting therefrom the East 42.83 feet thereof, McLeod County, Minnesota.

- c. Redsmoker LLC is the "Owner of Record" of the above-described property within the meaning of Minn. Stat. §463.15, Subd. 4.

- d. The structure(s) located on the above-described property are "hazardous buildings" within the meaning of Minn. Stat. §463.15, Subd. 3 for the following reasons:
1. The roof is not watertight and has been admitting moisture for an extended period of time. The single-ply roofing materials and flashing appear to have failed. There is considerable evidence of water intrusion throughout the structure.
  2. The foundation walls and slab appear to be concrete. There appears to be approximately two feet of standing water in the basement. The furnace and water heater are partially submersed.
  3. Ceiling throughout the structure appears to have failed due to water intrusion. There are multiple ceiling assemblies which consist of wood framing with decorative panels and a suspended acoustical ceiling. Substantial portions of the ceiling have collapsed due to water intrusion. The roof decking was not visible from the inside of the building and there was no access to the rooftop.
  4. The floor coverings appear to have failed due to water intrusion. Wood plank flooring warped and with significant buckling throughout due to water intrusion. Carpet saturated. Unable to determine the condition of plank sub-flooring.
  5. The framing for the main floor appears to be two-by-ten joists, with wood columns and support beams. Could not access basement, thus condition of floor and support framing is unknown.
  6. Insulation appears to have failed due to water intrusion. Ceiling insulation appears to be fiberglass rolled insulation and vermiculite, which may contain asbestos.
  7. Wood veneer doors appear to have failed due to water intrusion.
  8. Evidence of mildew and a microbial substance which is consistent with mold throughout structure.
  9. The stucco finish on the north and west sides of the building has numerous cracks which could be an indication of wall failure and water admittance.
  10. Electrical hazards observed throughout including unprotected wiring, open electrical boxes, evidence of corrosion on main and subpanels, etc...
  11. It appears water, gas and electrical service have been shut off.
- e. The buildings constitute a fire hazard and a hazard to public safety and health.
- f. The conditions listed above are more fully documented in the inspection report prepared by Tracy Reimann on April 21, 2023, copies of which is attached to this Resolution.

**NOW THEREFORE, IT IS RESOLVED AS FOLLOWS:**

1. Redsmoker LLC, the owner of the above-described property, shall be ordered pursuant to Minnesota Statute 463.16, to make the following corrections and repairs on the property located at 1234 Greeley Avenue North, Glencoe, MN 55336 described as follows:



The North Half of Lot 2 in Block 32 in Town of Franklin, excepting therefrom the East 42.83 feet thereof, McLeod County, Minnesota.

Necessary corrections and repairs are:

- a. Repair the damage to the roof of the Property.
  - b. Repair ceiling throughout the interior of the Property.
  - c. Drain the standing water from flooded areas of the Property.
  - d. Repair demolition work to the interior walls, ceiling, and floor of the home.
  - e. Repair the cracks and damage to the North and West walls of the exterior of the Property.
  - f. Repair the damage to the structural support system of the Property, including the wooden columns and framing for the main floor.
  - g. Repair mold damage to the home and remove mold from Property.
  - h. Repair damaged wooden veneers of doors in interior of Property.
  - i. Reconnect the Property to water, gas, and electrical services.
  - j. Install proper insulation in the home and remove any asbestos from the home.
  - k. Install proper mechanical and heating systems throughout the home in compliance with the City of Glencoe's permitting process.
  - l. Install proper fire protection fuel connections, electrical, mechanical, and plumbing systems in compliance with the State of Minnesota's building code.
2. All of the herein listed corrections and repairs must be made within thirty (30) days after the Order is served upon Redsmoker LLC. The corrections and repairs must be completed in compliance with all applicable building codes and regulations, pursuant to proper permits from the City of Glencoe.
3. If the corrections and repairs are not made within the time period provided in paragraph 2 of this Resolution, the building is ordered to be razed, the foundations filled and the property left free of debris in compliance with all applicable codes and regulations, pursuant to proper permits from the City of Glencoe. This must be completed within 5 days after expiration of the time period provided in paragraph 2 of this Resolution.
4. If the City of Glencoe is required to take action for summary enforcement of the Order it will seek authority to raze and remove the structures from the property.
5. A motion for summary enforcement of the **ORDER** will be made to the District Court in and for McLeod County, Minnesota, **UNLESS**:
  - a. Corrective action in conformance with the order is taken within thirty (30) days of the service of the order, or **UNLESS**:
  - b. An answer is filed and served upon the undersigned City Attorney, within twenty (20) days after the service of the order, pursuant to Minnesota Stat. §463.18.
6. In accordance with Minnesota Stat. §463.24, the owner or occupant must remove all personal property and/or fixtures that will reasonably interfere with the work within 5 days after expiration of the time period provided in paragraph 2 of this Resolution. If the personal property and/or fixtures are not removed and the City enforces the Order, the City may sell personal property, fixtures and/or salvage materials at a public auction after three days posted notice.
7. If the City is compelled to take any corrective action or action to enforce the Order, all necessary costs expended by the City shall be assessed against the real estate concerned or the landowners and collected in accordance with Minnesota Stat. §463.22 and the City may choose to acquire the

structures and real estate on which the hazardous structures are located by eminent domain, as provided in Minn. Stat. 463.152 and/or seek a money Judgement against the Owner for the cost of removing the hazardous condition.

8. The City Attorney is authorized to serve this Resolution and Order upon the owner of the property and all lien-holders of record.
9. The City Attorney is authorized to proceed with the enforcement of the Order as provided in Minn. Stat.463.15 to 463.261.

Adopted this 16<sup>th</sup> day of October, 2023, by the vote of \_\_\_\_\_ of the \_\_\_\_\_ members of the City Council of the City of Glencoe, Minnesota.

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

Attest:

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

RESOLUTION 2023-37 ORDERING REPAIR, REMOVAL OR RAZING OF HAZARDOUS PROPERTY  
Voting Results:

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

April 21, 2023

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

Mark,

On Friday, April 21, 2023, I executed an administrative search warrant for the property located at 1234 Greeley Avenue North. The purpose of the warrant was to gain entry into the building to determine if the structure is unsafe. We requested entry from the property owner, but access was not voluntarily provided. Glencoe police Detective Andrew Fiebelkorn accompanied me.

The structure appears to consist of one parcel (Parcel ID 22.060.2270) with three property addresses: 1234 Greeley Avenue North, 702 13<sup>th</sup> Street East & 706 13<sup>th</sup> Street East.

#### Observations:

1. The roof is not watertight and has been admitting moisture for an extended period of time. The single-ply roofing materials and flashing appear to have failed. There is considerable evidence of water intrusion throughout the structure.
2. The foundation walls and slab appear to be concrete. There appears to be approximately two feet of standing water in the basement. The furnace and water heater are partially submersed.
3. Ceiling throughout the structure appears to have failed due to water intrusion. There are multiple ceiling assemblies which consist of wood framing with decorative panels and a suspended acoustical ceiling. Substantial portions of the ceiling have collapsed due to water intrusion. The roof decking was not visible from the inside of the building and there was no access to the rooftop.
4. The floor coverings appear to have failed due to water intrusion. Wood plank flooring warped and with significant buckling throughout due to water intrusion. Carpet saturated. Unable to determine the condition of plank sub-flooring.
5. The framing for the main floor appears to be two-by-ten joists, with wood columns and support beams. Could not access basement, thus condition of floor and support framing is unknown.
6. Insulation appears to have failed due to water intrusion. Ceiling insulation appears to be fiberglass rolled insulation and vermiculite, which may contain asbestos.
7. Wood veneer doors appear to have failed due to water intrusion.
8. Evidence of mildew and a microbial substance which is consistent with mold throughout structure.
9. The stucco finish on the north and west sides of the building has numerous cracks which could be an indication of wall failure and water admittance.
10. Electrical hazards observed throughout including unprotected wiring, open electrical boxes, evidence of corrosion on main and subpanels, etc...

11. It appears water, gas and electrical service have been shut off.

Conclusion:

This building has suffered from years of neglect. Inadequate maintenance and dilapidation have diminished the structure to a point where it may not be economically feasible to repair or restore this structure. For these reasons, it is my determination that the building is hazardous. All unsafe buildings, structures, or appendages are public nuisances and must be abated by repair, rehabilitation, demolition, or removal according to Minnesota Statutes, sections [463.15](#) to [463.26](#).

Respectfully,

A handwritten signature in blue ink, appearing to read "Tracy Reimann".

Tracy Reimann  
Building Official Limited  
LB723665




State of Minnesota  
County of Hennepin

Affidavit of Service

I, Bob Yates, state that on Monday, October 2, 2023 at 8:30 PM I served the Notice of Hearing; MNSPECT Report dated 4-21-23; and Proposed Resolution upon Pat Nseumen as Owner and CEO of Redsmoker, LLC, therein named, personally at 8288 Red Rock Road, Eden Prairie, MN 55347, by handing to and leaving with Pat Nseumen as Owner and CEO of Redsmoker, LLC, a true and correct copy thereof.

I declare under penalty of perjury that everything I have stated in this document is true and correct. Minnesota Statute § 358.116.

Dated: 10/2/2023

  
Bob Yates, Process Server



STATE OF MINNESOTA  
COUNTY OF MCLEOD

CITY OF GLENCOE

In The Matter of  
Hazardous Property  
Located at  
1234 Greeley Avenue North, Glencoe, MN 55336

NOTICE OF HEARING

---

TO: Pat Nseumen as Owner and CEO of Redsmoker, LLC

FROM: The City Council of the City of Glencoe, Minnesota.

PLEASE BE ADVISED that on the 16<sup>th</sup> day of October, 2023, at 7:00 p.m. in the Council Chambers, City of Glencoe City Center, 1107 11th St E, Glencoe, MN 55336, Minnesota the City Council of the City of Glencoe will hold a hearing to determine whether an order pursuant to Minnesota Statute 463.16 should issue to order Redsmoker, LLC, as owner of 1234 Greeley Avenue North, Glencoe, MN 55336, to correct or remove the hazardous condition of the buildings and property or to raze or remove the buildings located at 1234 Greeley Avenue North, Glencoe, MN 55336 upon the following described property in the City of Glencoe:

The North Half of Lot 2 in Block 32 in Town of Franklin, excepting therefrom the East 42.83 feet thereof, McLeod County, Minnesota.

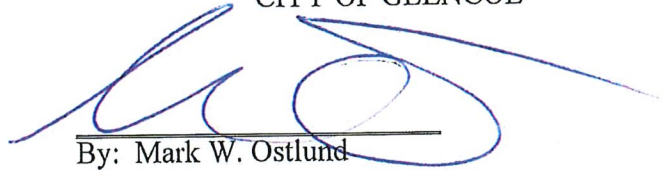
At the hearing, the following issues will be addressed and determined:

1. Whether the structure(s) located on the property are "hazardous buildings" within the meaning of Minn. Stat. §463.15, Subd. 3.
2. Whether actions could be taken or repairs made which would correct the hazardous conditions of the structure(s) short of being razed or removed.
3. Whether the owners of the property should be ordered to take action to correct the hazardous conditions of the structure(s) within 30 days of the date of the Order.
4. What action should be ordered taken, if any.
5. Whether a motion for summary enforcement of the order should be made to the District Court in and for McLeod County, Minnesota, UNLESS:
  - a. Corrective action in conformance with the order is taken within thirty (30) days of the service of the order, or UNLESS:
  - b. An answer is filed and served upon the undersigned City Attorney, within twenty (20) days after the service of the order, pursuant to Minnesota Stat. §463.18.
6. Whether the City Council should order that if the City is compelled to take any corrective

action, all necessary costs expended by the City be reduced to judgment against the owner of the real estate concerned as provided by Minnesota Stat. §463.21; assessed against the real estate concerned and collected in accordance with Minnesota Stat. §463.22 or whether the property should be acquired by the City pursuant to Minnesota Stat. §463.152.

Dated: 9/29/2023

CITY OF GLENCOE



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



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agenda items.**

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

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





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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 13, 2023

Re: Item 6A – Supplemental Letter Agreement (SLA) with SEH for Survey work and Soil Borings for the Hennepin Avenue project with McLeod County

Item 6A – Unfortunately, the turnback agreement with McLeod County for the exchange of City and County Roads could not be completed in time for this City Council meeting. There should be adequate time for this to be completed by the first meeting in November. There are 5 Mondays in October, so the next City Council meeting is November 6<sup>th</sup>.

As discussed at the workshop last week with County Engineer Andrew Engel, the plan is to completely reconstruct Hennepin Avenue in 2025. The City and County will enter into a Joint Powers Agreement (JPA) to outline the responsibilities of both parties in this project. Engel has asked that the City of Glencoe be the lead agency in this reconstruction project, which means the City of Glencoe will enter into the contracts for construction and will be reimbursed at a prorated rate based on City costs (utilities) and County costs (Street surface). The share based upon initial cost estimates is 36% City and 64% County. The JPA will also be presented at the November 6<sup>th</sup> meeting.

Engel agrees that we should get the survey work done before winter and also get the soil borings completed. This will give the City Engineer time to complete the preliminary report this winter and define the cost estimates based upon the existing conditions.

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

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



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Attached is SLA with SEH to complete the topographical survey work and for Braun Intertec to complete the soil borings prior to the frost setting in.

The Survey work is estimated, not to exceed, \$18,500 and the Soil Boring and Geotechnical report is \$11,000 for a total of \$29,500. The City's cost is \$10,620 and the County's cost is \$18,800 based upon the prorated shares of the project.

It is recommended to proceed with these initial phases of the Hennepin Project. The Exchange Agreement and the JPA will be presented at the November 6<sup>th</sup> meeting.

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

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



Building a Better World  
for All of Us®

October 16, 2023

RE: City of Glencoe, Minnesota  
Proposal for Feasibility Report  
2025 Hennepin Avenue (CSAH 2) Street  
and Utility Improvement Project

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

Dear Mayor and Council Members:

This letter outlines our proposed services for topographic survey on the 2025 Hennepin Avenue (CSAH 2) Street and Utility Improvement Project.

It will be important to complete the topographic survey work this fall before snow and ice make it more difficult and costly to gather data.

## PROJECT UNDERSTANDING

The 2025 Hennepin Avenue (CSAH 2) Street and Utility Improvement Project has been discussed with both the City and McLeod County over the past several years as the first reconstruction project as part of a turnback agreement between the City of Glencoe and McLeod County. The project will include the following improvements:

- Complete street reconstruction to 10-ton design on Hennepin Avenue (CSAH 2) and 18<sup>th</sup> Street (CSAH 2).
- Complete street reconstruction to 7-ton City Standard on 2 blocks of 15<sup>th</sup> Street.
- Installation of drain tile with sump pump services.
- Replacement of all curb and gutter, sidewalks, and driveways, including a new 10 foot trail on Hennepin Avenue.
- Sanitary sewer main and services replacement.
- Water main and services replacement.
- Storm sewer replacement and installation of a new trunk main on Hennepin Avenue.

A Project Map is attached to this letter to show the proposed project areas.

## SCOPE OF SERVICES

This proposal only includes time for the topographic survey work. A proposal will be submitted in the future for meeting with City and County staff to review preliminary design and cost estimates. The preliminary design will include looking at the overall geometric layout of the project including turning movements and alignments of both 16<sup>th</sup> Street and Hennepin Avenue, and 18<sup>th</sup> Street and Hennepin

Engineers | Architects | Planners | Scientists

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

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Honorable Mayor and  
Members of the City Council  
October 16, 2023  
Page 2

Avenue. That proposal scope of services will take the project through the feasibility report and public hearing stage of the project, it will not include the final design or construction administration services. After the feasibility report is presented to the city council and a public hearing is held, we would submit a proposal for final design services based on the project scope and improvement areas as approved by the city council at the public hearing.

The fee outlined below includes a budget line item for completing soil borings on the project. As with past projects in the City of Glencoe, Braun Intertec would complete the soil borings. The soil boring information will be important to confirm some of the initial cost estimates and street pavement sections for the project.

## FEE

Our fee is based on the project areas described above and shown on the attached map. A detailed task hour budget is attached. A summary of the fee is shown below.

Fee for:

Topographic Survey	\$18,500	
<b>Total Proposed SEH Fee</b>	<b>\$18,500</b>	<b>Hourly, Not-to-exceed</b>
Soil Borings and Geotechnical Report (Braun Intertec)		
<b>Total Proposed Braun Intertec Fee</b>	<b>\$11,000</b>	

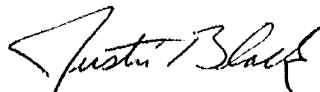
## SCHEDULE

The topographic survey work and soil borings would be completed in the fall of 2023. The open house would be held in early 2024 with the feasibility report submittal and public hearing to follow. A proposed schedule is attached.

If these proposed services are acceptable to you, please sign two copies of the attached SLA, keep one copy for your file, and return one copy to our office. We look forward to working with you on this project.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Justin Black, PE  
Project Manager  
(Lic. MN)

jb  
Enclosures

x:\f\g\glenc\1718281-gen\10-setup-cont\03-proposal\2025 hennepin ave suiplscope of services ltr\_topo only.docx



Save: 10/12/2023 2:27 PM bbratsch Plot: 10/12/2023 2:29 PM X:\F\JUGLENC\171828\5-final-dgn\51-drawings\10-Civil\loadwg\2025 Hennepin Ave Proj. Map.dwg



PHONE: 800.838.8666  
1390 HWY. 15 S.  
SUITE 200, PO BOX 308  
HUTCHINSON, MN 55350  
www.sehinc.com

FILE NO.

DATE:  
10/16/23

**2025 HENNEPIN AVE (CSAH 2)  
STREET AND UTILITY IMP. PROJECT  
LOCATION MAP**

EXHIBIT  
NO. 1



# DETAILED TASK HOUR BUDGET / COST ANALYSIS



Project : 2025 Hennepin Ave (CSAH 2) Street and Utility Improvement Project  
 Location: Glencoe, MN  
 Date: Monday, October 16, 2023

	Labor Hours		TOTALS
	Solmonson Survey Crew	Pomplun Lead Technician	
<b>Task 1 - Topographic Survey</b>			
<i>Information Gathering / Control Points and Bench Marks</i>	2.0	2.0	4.0
<i>Topo Survey</i>	80.0		80.0
<i>Prepare / Review Topographic Base Drawing</i>	2.0	12.0	14.0
<b>SUBTOTAL HOURS</b>	<b>84.0</b>	<b>14.0</b>	<b>98.0</b>
<b>TOTAL TASK FEE</b>	<b>\$</b>	<b>18,500.00</b>	
<b>TOTAL PROJECT FEE</b>		<b>\$ 18,500.00</b>	

**PROPOSED SCHEDULE  
2025 HENNEPIN AVENUE (CSAH 2) STREET AND UTILITY IMPROVEMENT PROJECT  
GLENCOE, MINNESOTA  
OCTOBER 16, 2023**

Task	Date
Council Authorizes Topographic Survey, and Soil Borings	October 16, 2023*
Council Authorizes Preparation of Feasibility Report	November 6, 2023*
Neighborhood Open House	February 2024
Present Feasibility Report; Council Calls for Hearing on Improvement*	March 2024
Public Hearing; Council Authorizes Preparation of Plans and Specifications*	April 2024*
Final Design	April–December 2024
Agency Review	November–December 2024
Final Agency Submittal	January 2025
Present Final Plans and Specifications; Council Authorizes Advertisement for Bids*	February 2025*
Bid Opening	March 2025
Construction Begins	Summer 2025
Final Completion	June 2026

\*Milestones where City Council Actions/Resolutions are required.

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Glencoe, Minnesota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January-01-2020, this Supplemental Letter Agreement dated October-16-2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2025 Hennepin Avenue (CSAH 2) Street and Utility Improvement Project.

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

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

**Scope:** The Services to be provided by Consultant:

Scope includes topographic survey as indicated in the attached letter and Task Hour Budget dated October 16, 2023.

**Schedule:** We will start work upon receipt of a signed copy of this Agreement. See attached letter dated October 16, 2023, for proposed project schedule.

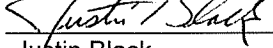
**Payment:** The estimated total estimated fee for SEH's services is hourly subject to a not-to-exceed amount of \$11,500 including expenses and equipment.

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

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

**Short Elliott Hendrickson Inc.**

**City of Glencoe, Minnesota**

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

By: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-1**  
**to Supplemental Letter Agreement**  
**Between City of Glencoe, Minnesota (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated October-16-2023**

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

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

**A. Hourly Basis Option**

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

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

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

**B. Expenses**

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

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

The Client shall pay Consultant monthly for expenses.



**C. Equipment Utilization**

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

The Client shall pay Consultant monthly for equipment utilization.



SMALL CITY & BIG FUTURE

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

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left blank to separate  
agenda items.**



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

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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 13, 2023

Re: Item 7A – Watermain in MNDOT Roundabout Project

Item 7A – It is recommended to approve Resolution 2023-38 authorizing the Mayor and City Administrator to execute the Agreement with Minnesota Department of Transportation (MNDOT) to include Watermain removal and reconstruction during Roundabout construction on T.H. 212 at Morningside Avenue. This was discussed at the workshop last week.

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

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

## RESOLUTION 2023 – 38

### AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT WITH MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT) TO INCLUDE WATERMAIN REMOVAL AND RECONSTRUCTION DURING ROUNABOUT CONSTRUCTION ON T.H.212 AT MORNINGSIDE AVENUE

IT IS RESOLVED that the City of Glencoe enter into MnDOT Agreement No. 1053490 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the water main, storm sewer, and bollard construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 212 from 1,023 feet west of County State Aid Highway (CSAH) No. 15 (Morningside Avenue) to 2,115 feet east of Morningside Avenue and located on Morningside Avenue from 477 feet south of Trunk Highway No. 212 to 483 feet north of Trunk Highway No. 212 within the corporate City limits under State Project No. 043-070-021 (CSAH 15) and No. 4310-95 (TH 212=012).

IT IS FURTHER RESOLVED that the Mayor and the City Administrator are authorized to execute the Agreement and any amendments to the Agreement.

#### CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Glencoe at an authorized meeting held on the 16<sup>th</sup> day of October, 2023, as shown by the minutes of the meeting in my possession.

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

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

Subscribed and sworn to me this 16<sup>th</sup>  
day of October, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires 01/31/2025.

RESOLUTION 2023-38 ENTERING  
INTO AGREEMENT WITH MNDOT.  
Vote \_\_\_\_\_ to \_\_\_\_\_:

\_\_\_\_\_ Yodee Rivera, At-Large

\_\_\_\_\_ Sue Olson, Precinct 1

\_\_\_\_\_ Mark Hueser, Precinct 2

\_\_\_\_\_ Paul Lemke, Precinct 3

\_\_\_\_\_ Cory Neid, Precinct 4



Date: September 18, 2023

Mark Larson  
City Administrator  
1107 11<sup>th</sup> Street East  
Glencoe, MN 55336

RE: Proposed Const. Agreement No. 1053490  
City of Glencoe  
S.P. 4310-95 (T.H. 212=212)  
Roundabout construction on T.H. 212

Dear Mr. Larson:

Transmitted herewith is a proposed agreement with the City of Glencoe. This agreement provides for roundabout construction on T.H. 212 at Morningside Avenue.

Kindly present this agreement to the City Council for their approval and execution, which includes original signatures of the City Council authorized City officers, on the agreement. Also required is a resolution passed by the City Council authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

Electronic signatures are being encouraged. Please be advised that if electronic signatures are being utilized, signatories must not lock the document and all parties must sign in succession on the same document. The City Council's resolution must be attached to the PDF prior to any electronic signatures. Please remove the sample resolution if the City is providing their own resolution.

Please return the signed agreement and resolution, once they have been executed by the City. A copy will be returned to the City when fully executed.

Sincerely,

Phillip  
DeSchepper

Digitally signed by  
Phillip DeSchepper  
Date: 2023.09.18  
13:03:50 -05'00'

Phillip DeSchepper, P.E.  
District 8

Enc. Proposed Agreement  
Resolution

cc: Malaki Ruranika – malaki.ruranika@state.mn.us  
File

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
AND  
CITY OF GLENCOE  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

State Project Number (SP):	<u>4310-95</u>	Estimated Amount Receivable
Trunk Highway Number (TH):	<u>212=012</u>	<u>\$232,435.56</u>
State Project Number (SP):	<u>043-070-021</u>	
Federal Project Number (FP):	<u>HSIP-STGB 4324 (023)</u>	
Lighting System "A" Feed Point:	<u>43A2</u>	
Lighting System "B" Feed Point:	<u>43E1</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Glencoe, acting through its City Council ("City").

**Recitals**

1. The State will perform grading, roundabout, concrete & bituminous surfacing, ADA improvements, and lighting construction and other associated construction upon, along, and adjacent to Trunk Highway No. 212 from 1,023 feet west of County State Aid Highway (CSAH) No. 15 (Morningside Avenue) to 2,115 feet east of Morningside Avenue and located on Morningside Avenue from 477 feet south of Trunk Highway No. 212 to 483 feet north of Trunk Highway No. 212 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 043-070-021 (CSAH 15) and No. 4310-95 (TH 212=012) ("Project"); and
2. The City has requested the State include in its Project water main and bollard construction; and
3. The City requests that it perform certain aspects of the construction engineering in connection with the water main construction and the State concurs in that request; and
4. The City wishes to participate in the costs of the water main, casting adjustment, storm sewer, and bollard construction and associated State performed construction engineering; and
5. Agreement No. 1053492 between the State and McLeod County will address the detour needed for the Project; and
6. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
7. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 043-070-021 (CSAH 15) and No. 4310-95 (TH 212=012) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Administrator and attached and incorporated into this Agreement.

## 2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
- 2.2. **Direction, Supervision, and Inspection of Construction.**
  - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and except as provided below, perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
  - B. **Construction Engineering and Inspection by the City.** The City will assign its City Engineer or other registered professional engineer to perform construction engineering in connection with the water main construction. The engineer so assigned will act under the supervision and direction of the State and be responsible for construction inspection, control of materials, and staking and associated documentation for said construction. The construction will be performed according to the Project Plans and recognized and accepted practices and procedures as set forth in various State manuals, including Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction". The City will furnish other personnel, services, supplies, and equipment needed to properly carry on the construction.
    - i. **Documentation of Construction Costs.** At regular intervals after the State's contractor has started the water main construction, the City will prepare partial estimates of the construction costs according to the terms of the construction contract and immediately submit the partial estimates to the State. The City will also prepare the final estimate data for said construction and submit the final estimate to the State. Quantities listed on the partial and final estimates will be documented according to guidelines in the applicable documentation manual.
    - ii. **Final Inspection of Construction.** Upon completion of the water main construction, the City will advise the State whether or not said construction should be accepted by the State as being performed in a satisfactory manner. If the City recommends that the State not accept the construction, then the City will, as part of their recommendation, identify the specific defects in the construction and the reasons why it should not be accepted. Any recommendations made by the City are not binding on the State. The State will determine, after considering the City's recommendations, whether or not the construction has been properly performed and whether to accept or reject it.

- iii. **Inspection of Other City Participation Construction.** The remainder of the City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

### 2.3. **Plan Changes, Additional Construction, Etc.**

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

### 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

### 2.5. **Permits.**

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).
- B. **Limited Use Permit No. 4310-0008.** The City will obtain, through the District's Right-of-Way Area Manager, a Limited Use Permit to cover the City's liability responsibilities of the trail and bollards to be constructed upon the State Right-of-Way.

### 2.6. **Utility Adjustments.** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

## 3. **Maintenance by the City**

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 3.1. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation, and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions



such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.

- 3.2. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.3. **Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.4. **Trails.** Maintenance of any trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, bollards, and any other maintenance activities necessary to perpetuate the bikeways and shared use paths in a safe and usable condition. LUP 4310-0008 will further define trail and bollard maintenance.
- 3.5. **TH 212 Roundabout Lighting System "A".** Maintenance of lighting at and approaching the roundabout, including all legs and within the roundabout, will be shared between the State and the City. The City will be responsible for the Gopher State One Call (GSOC) locates, hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility. The City will be responsible for minor maintenance, including, but not limited to re-lamping or LED luminaire replacement, repair or replacement of all damaged luminaire glassware, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, and painting of poles and other equipment, if applicable, for the entire system. The State will be responsible for major maintenance, including, but not limited to knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, loose connections, damaged foundations, defective starter boards or drivers, damaged fuse holders, and blown fuses for the entire system.
- 3.6. **Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

#### 4. Basis of City Cost

- 4.1. **Schedule "I".** The Preliminary Schedule "I" includes anticipated City participation construction items and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.
- 4.2. **City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for Mobilization, Combination Field Laboratory Office, and Traffic Control.
  - A. 100 Percent will be the City's rate of cost participation in all of the water main, casting adjustment, storm sewer, and bollard construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- 4.3. **Construction Engineering Costs.** The City will pay a construction engineering charge equal to 3 percent of the total water main City participation construction covered under Article 4.2.A. The City will pay a construction engineering charge equal to 8 percent of the remainder of the City participation construction covered under this Agreement.

- 4.4. *Plan Changes, Additional Construction, Etc.*** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

- 4.5. *Liquidated Damages.*** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

## **5. City Cost and Payment by the City**

- 5.1. *City Cost.*** \$232,435.56 is the City's estimated share of the costs of the contract construction and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

- 5.2. *Conditions of Payment.*** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
- B. The City's receipt of a written request from the State for the advancement of funds.

- 5.3. *Acceptance of the City's Cost and Completed Construction.*** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.

- 5.4. *Final Payment by the City.*** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## **6. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**6.1. The State's Authorized Representative will be:**

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
Telephone: (651) 366-4634  
E-Mail: malaki.ruranika@state.mn.us

**6.2. The City's Authorized Representative will be:**

Name, Title: Mark Larson, City Administrator (or successor)  
Address: 1107 11<sup>th</sup> Street East, Glencoe, MN 55336  
Telephone: (320) 864-5586  
E-Mail: mlarson@ci.glencoe.mn.us

**7. Assignment; Amendments; Waiver; Contract Complete**

- 7.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.
- 7.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**8. Liability; Worker Compensation Claims**

- 8.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**9. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**10. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

#### 11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

#### 12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### 13. Termination; Suspension

**13.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**13.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

**13.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

#### 14. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**CITY OF GLENCOE**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

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

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**



**PRELIMINARY SCHEDULE "I"**  
**Agreement No. 1053490**  
**City of Glencoe**

Preliminary: August 24, 2023

SP 4310-95 ( TH 212=012)  
 SP 043-070-021 (CSAH 15)  
 FP HSIP-STBG 4324 (023)

Grading, roundabout, concrete & bituminous surfacing, ADA improvements, and lighting construction to start approximately May 2024 under State Contract No. \_\_\_\_\_ with \_\_\_\_\_  
 Located on Trunk Highway No. 212 from 1,023 feet west of County State Aid Highway No. 15 (Morningside Avenue) to 2,115 feet east of Morningside Avenue  
 Located on Morningside Avenue from 477 feet south of Trunk Highway No. 212 to 483 feet north of Trunk Highway No. 212

**CITY COST PARTICIPATION**

**TOTALS**

Water Main and Casting Adjustment Work Items From Sheet No. 2	179,580.00
Construction Engineering (3%)	5,387.40
Subtotal	\$184,967.40
Non-Utility Construction Work Items From Sheet No. 2	43,952.00
Construction Engineering (8%)	3,516.16
Subtotal	\$47,468.16
<b>(1) Total City Cost</b>	<b>\$232,435.56</b>

(1) Amount of advance payment as described in Article 4 of the Agreement (estimated amount)

ITEM NUMBER	SP 4310-95 WATER MAIN AND CASTING ADJUSTMENT WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM			
2031.502	COMBINATION FIELD LABORATORY - OFFICE	EACH	0.04	358,000.00	14,320.00
2104.502	REMOVE BOLLARDS	EACH	0.04	28,350.00	1,134.00
2104.502	* REMOVE GATE VALVE	EACH	4.00	210.00	840.00
2104.502	* REMOVE HYDRANT	EACH	4.00	300.00	1,200.00
2104.503	* REMOVE WATER MAIN	EACH	1.00	850.00	850.00
2104.503	* REMOVE CONCRETE CASING	LIN FT	710.00	4.00	2,840.00
2106.601	* DEWATERING	LIN FT	160.00	60.00	9,600.00
2504.602	* CONNECT TO EXISTING WATER MAIN	LUMP SUM	0.30	7,000.00	2,100.00
2504.602	* HYDRANT	EACH	3.00	4,000.00	12,000.00
2504.602	* ADJUST VALVE BOX - WATER	EACH	1.00	8,500.00	8,500.00
2504.602	* 6" GATE VALVE AND BOX	EACH	2.00	469.00	938.00
2504.602	* 12" GATE VALVE AND BOX	EACH	2.00	4,000.00	8,000.00
2504.603	* HYDRANT RISER	EACH	2.00	5,500.00	11,000.00
2504.603	* 24" WATERMAIN HDPE	LIN FT	1.00	1,000.00	1,000.00
2504.603	* 6" PVC WATERMAIN	LIN FT	105.00	160.00	16,800.00
2504.603	* 12" PVC WATERMAIN	LIN FT	15.00	75.00	1,125.00
2504.604	* 4" INSULATION	LIN FT	805.00	95.00	76,475.00
2504.608	* WATERMAIN FITTINGS	SQ YD	4.00	100.00	400.00
2506.502	ADJUST FRAME AND RING CASTING	POUND	1,216.00	22.00	26,752.00
2506.602	RECONSTRUCT DRAINAGE STRUCTURE SPECIAL	EACH	1.00	750.00	750.00
2506.602	SEAL MANHOLE	EACH	1.00	5,250.00	5,250.00
2540.602	BOLLARD	EACH	2.00	4,274.00	8,548.00
2545.503	4" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	EACH	4.00	2,100.00	8,400.00
2563.601	TRAFFIC CONTROL	LIN FT	66.00	35.00	2,310.00
		LUMP SUM	0.04	60,000.00	2,400.00
				TOTAL	\$43,952.00
				TOTAL*	\$179,580.00
	(1) 100% CITY COST	\$43,952.00			
	100% CITY COST*	\$179,580.00			
	*Construction Engineering will be reduced for water main work items				



SMALL CITY & BIG FUTURE

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left blank to separate  
agenda items.**

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

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



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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 13, 2023

Re: Item 7B – Charter Commission members

Item 7B – City Attorney Oslund with review the appointment of the proposed Charter Commission members. There have been additional applications of Glencoe citizens to be members of the Charter Commission. Staff has also reached out to all of the current members and confirmed which of those members wanted reappointment.

Attached is a memo from the City Attorney's office.

If all is in order, it is recommended to approve Resolution 2023-39 to appoint the members to the Charter Commission for Confirmation by the District Court.

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

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

**RESOLUTION 2023 - 39**  
**RESOLUTION FILLING VACANCIES OF THE GLENCOE CHARTER COMMISSION**

**WHEREAS**, the Chief Judge of Minnesota's First Judicial District appointed persons to comprise a Charter Commission starting on the 1<sup>st</sup> day of May, 2017; and

**WHEREAS**, the terms of the persons serving on the Charter Commission all expired on the 1<sup>st</sup> day of May, 2021 or earlier; and

**WHEREAS**, Doug Wagoner, Gary Ziemer, Cory Neid, Charles Lemke, Earl Dammann, Ron Knop, and Sharon Hoeser as Members of the 2017 Charter Commission have continued to serve in their respective roles on the Commission beginning on January 1, 2022, and

**WHEREAS**, there continues to be four vacancies on the Charter Commission, and

**WHEREAS**, the Chief Judge of the First Judicial District has not appointed persons to fill the positions on the Charter Commission and there are now vacancies; and

**WHEREAS**, Minnesota Statute § 410.05, Subd. 2 permits the governing body of a city to fill vacancies on the Charter Commission should the District Court fail to do so,

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Glencoe, Minnesota that in order to fill the vacancies on the Glencoe Charter Commission, the following persons are hereby appointed to serve two-year terms on the Glencoe City Charter Commission commencing January 1, 2022.

Gary Ziemer  
Greg Ettel

Jason Dahlke  
Kevin Dietz

Cory Neid  
Bob Scheidt

Dr. Maren McDonell  
Allen Robeck

The following persons are hereby appointed to serve four-year terms on the Glencoe City Charter Commission commencing January 1, 2022.

Charles Lemke  
Steven Olmstead

Wesley Olson

Sharon Hoeser

Paul Lemke

Adopted by the City of Glencoe City Council this 16<sup>th</sup> day of October, 2023.

CITY OF GLENCOE

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

Attest:

\_\_\_\_\_  
Mark Larson, City Administrator

RESOLUTION 2023-39 FILLING VACANCY  
FOR CHARTER COMMISSION.

Vote \_\_\_\_\_ to \_\_\_\_\_:

\_\_\_\_\_ Yodee Rivera, At-Large

\_\_\_\_\_ Sue Olson, Precinct 1

\_\_\_\_\_ Mark Hueser, Precinct 2

\_\_\_\_\_ Paul Lemke, Precinct 3

\_\_\_\_\_ Cory Neid, Precinct 4



# 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: mag@priorlakelaw.com

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

\*Licensed in Minnesota and Wisconsin

## MEMORANDUM

TO: Glencoe City Council  
FROM: Matthew Gospodarek  
DATE: October 13, 2023  
Re: Appointment of Charter Commission Members

This memorandum is being provided to you regarding the procedure for appointing applicants to the City's Charter Commission.

### **Overview of the Appointment Process**

Pursuant to Minn. Stat. 410.05, the City may seek to appoint individuals to the City's Charter Commission either by a petition signed by 10% of the voters who voted in the last election or via resolution approved by the City and submitted to the District Court for approval.

Once a resolution has been approved, the City will submit the applications for appointment to the City's Charter Commission, and the City's resolution and proposed order for the makeup of the Commission. Once the Court has received all necessary documents and resolved any potential conflicts of interest, the Court will issue an order confirming the makeup of the Commission and appoint the proposed members to the Commission. The District Court Clerk will then notify the appointees who have 30 days to file a written acceptance and oath of office with the Court.<sup>1</sup> Should any member of the Commission vacate their position, the Chief Judge of the District Court will, upon resolution of the City, fill that position for the remaining term.

### **Structure of the Commission**

Minn. Stat. 410.05 subd. 1 & subd. 2 provides that each charter commission shall be composed of not less than 7 members and not more than 15 members. Of the members serving on the Commission, a maximum of 8 shall be appointed to serve for a term of 2 years and a maximum of 7 shall be appointed to serve for a term of 4 years. As such, appointments are typically staggered such that the City should be seeking to appoint/reappoint members every two years.

---

<sup>1</sup> For those appointees who fail to return their acceptance and oath within the allotted 30 day time limit, they will be treated as having rejected the appointment and their position will remain vacant until filled by subsequent appointment by the Court.

### **The Resolution Currently before the Commission**

Here, the City (re)appointed 7 members to serve on the Charter Commission starting January 1, 2022. Three of these appointees were appointed to serve a 2 year term ending on January 1, 2024 and 4 of the appointees were appointed to serve a 4 year term ending on January 1, 2026. However, the District Court did not issue an order approving the 2022 members as is required by statute. Further, several members have since vacated their appointed positions reducing the number of members currently serving on the Charter Commission to a number below the statutorily allowed minimum. Therefore, the resolution currently before the City Council seeks to confirm the appointment of the 2022 members who are currently serving with the District Court and to simultaneously fill the remaining vacancies on the Commission. Per Minn. Stat. 410.05, these appointees will continue to serve out the remainder of the terms they are appointed to. Once each member has served the remainder of their appointed term, they may apply for reappointment with the District Court.

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

cc: Mark Ostlund

STATE OF MINNESOTA

IN DISTRICT COURT

COUNTY OF MC LEOD

FIRST JUDICIAL DISTRICT  
Court File No.

In Re the Appointment of Members to the )  
Glencoe City Charter Commission. )

**ORDER**

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The Court having reviewed the resolution of the City Council of the City of Glencoe dated \_\_\_\_\_, 2023 and upon the authority provided in Minnesota Statutes §410.05, the undersigned, Judge of the District Court, First Judicial District, enters its Order appointing Glencoe Charter Commission members as follows:

**IT IS ORDERED:**

The following named persons are appointed to the City of Glencoe Charter Commission, to serve until their successors are appointed and qualified. The following persons are appointed to serve a 4-year term commencing January 1, 2022:

Charles Lemke  
Steven Olmstead  
Paul Lemke

Sharron House  
Wesley Olson

The following persons are appointed to serve a 2-year term commencing January 1, 2022:

Greg Ettel  
Gary Ziemer  
Cory Neid  
Bob Scheidt

Jason Dahlke  
Dr. Maren McDonell  
Kevin Dietz  
Allen Robeck

Dated: \_\_\_\_\_, 2023.

By \_\_\_\_\_  
Judge of District Court



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NAME Gregory Ettel TODAY'S DATE 10-11-23  
ADDRESS 305 Edgewood Dr TELEPHONE 864-2999  
EMAIL greg-ettel@yahoo.com EMPLOYER Retired  
YEARS AS GLENCOE RESIDENT 66 yrs OCCUPATION N/A

I am interested in serving on the following City Board or Commission (descriptions on next page):

☐ AIRPORT COMMISSION ☐ LIGHT & POWER COMMISSION  
☐ CEMETERY BOARD ☐ PARK BOARD  
☒ CHARTER COMMISSION ☐ PLANNING & INDUSTRIAL COMMISSION  
☐ LIBRARY BOARD ☐ CITY COUNCIL (temporary)

Why you are interested in serving on this board/commission: I see this as an opportunity to serve the community.

Describe any prior/current experience that may relate to serving on this board/commission: While working at 3M I was part of the management team that set the financial budgets and strategic planning on an annual basis.

List other municipal boards/commissions you have served on:

1. PLANNING INDUSTRIAL COMMISSION Served from 2 to 3  
2. \_\_\_\_\_ Served from \_\_\_\_\_ to \_\_\_\_\_  
3. \_\_\_\_\_ Served from \_\_\_\_\_ to \_\_\_\_\_

Gregory Ettel  
Signature of Applicant

10-11-23  
Date

# GLENCOE

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NAME Bob Scheidt TODAY'S DATE 10-9-2023  
ADDRESS 420 9th St. E TELEPHONE 320-864-5436  
EMAIL blscheidt1@gmail.com EMPLOYER Retired  
YEARS AS GLENCOE RESIDENT 71 Years OCCUPATION Same

I am interested in serving on the following City Board or Commission (descriptions on next page):

☐ AIRPORT COMMISSION

☐ LIGHT & POWER COMMISSION

☐ CEMETERY BOARD

☐ PARK BOARD

☒ CHARTER COMMISSION

☐ PLANNING & INDUSTRIAL COMMISSION

☐ LIBRARY BOARD

☐ CITY COUNCIL (temporary)

Why you are interested in serving on this board/commission:

Being a Life Long Resident  
of Glencoe, I want to continue to be Active in  
the operation of this City

Describe any prior/current experience that may relate to serving on this board/commission:

Retired  
FIRE FIGHTER for 32 yrs and Retired Chief. Also, A CURRENT  
Member of the Planning & Industrial Commission

List other municipal boards/commissions you have served on:

1. Planning and Industrial Commission Served from \_\_\_\_\_ to CURRENTLY
2. \_\_\_\_\_ Served from \_\_\_\_\_ to \_\_\_\_\_
3. \_\_\_\_\_ Served from \_\_\_\_\_ to \_\_\_\_\_

Bob Scheidt

Signature of Applicant

10-9-2023

Date





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---

NAME Paul Lemke  
ADDRESS 2009 East 15th St  
EMAIL plemke@gsl.k12.mn.us  
YEARS AS GLENCOE RESIDENT 54

TODAY'S DATE 10/05/2023  
TELEPHONE 320-267-5230  
EMPLOYER GSL Schools  
OCCUPATION Teacher

I am interested in serving on the following City Board or Commission (descriptions on next page):

☐ AIRPORT COMMISSION

☐ LIGHT & POWER COMMISSION

☐ CEMETERY BOARD

☐ PARK BOARD

☒ CHARTER COMMISSION

☐ PLANNING & INDUSTRIAL COMMISSION

☐ LIBRARY BOARD

☐ CITY COUNCIL (temporary)

Why you are interested in serving on this board/commission: I would like to continue and expand my time and commitment to the city of Glencoe

---

Describe any prior/current experience that may relate to serving on this board/commission: I have served as a member of the park board for 15 years and I am currently in my second term as a city council member

---

List other municipal boards/commissions you have served on:

- |                        |                         |                   |
|------------------------|-------------------------|-------------------|
| 1. <u>Park Board</u>   | Served from <u>2000</u> | to <u>2015</u>    |
| 2. <u>City Council</u> | Served from <u>2018</u> | to <u>Present</u> |
| 3. _____               | Served from _____       | to _____          |

Paul Lemke (electronically)

10/05/2023

Signature of Applicant

Date



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NAME	JASON DAHLKE	TODAY'S DATE	10/03/2023
ADDRESS	1519 KNIGHT AVE. N.	TELEPHONE	320.510.5073
EMAIL	JAY300M@YAHOO.COM	EMPLOYER	SACKETT WACONIA MFG.
YEARS AS GLENCOE RESIDENT	25 YEARS	OCCUPATION	MECHANICAL DESIGNER ENGINEER

I am interested in serving on the following City Board or Commission (descriptions on next page):

☐ AIRPORT COMMISSION

☐ LIGHT & POWER COMMISSION

☐ CEMETERY BOARD

☐ PARK BOARD

☒ CHARTER COMMISSION

☐ PLANNING & INDUSTRIAL COMMISSION

☐ LIBRARY BOARD

☐ CITY COUNCIL (temporary)

Why you are interested in serving on this board/commission: I've enjoyed the past 18 years with the Glencoe Lions Club,  
to learn small parts of the city needs and I'm ready to take on a extra role that requires more leadership with the city of Glencoe. I'm eager to  
combine my talents with my technical skills to help the city of Glencoe to be a leader with future endeavors.

Describe any prior/current experience that may relate to serving on this board/commission: \_\_\_\_\_  
GLENCOE LIONS FROM 2005 TO PRESENT (GAMING MANAGER 2007 TO PRESENT)

List other municipal boards/commissions you have served on:

1. \_\_\_\_\_ Served from \_\_\_\_\_ to \_\_\_\_\_
2. \_\_\_\_\_ Served from \_\_\_\_\_ to \_\_\_\_\_
3. \_\_\_\_\_ Served from \_\_\_\_\_ to \_\_\_\_\_

Signature of Applicant

Date

10/03/2023

# GLENCOE

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NAME Paul Lemke

ADDRESS 2009 East 15th St

EMAIL plemke@gsl.k12.mn.us

YEARS AS GLENCOE RESIDENT 54

TODAY'S DATE 10/05/2023

TELEPHONE 320-267-5230

EMPLOYER GSL Schools

OCCUPATION Teacher

I am interested in serving on the following City Board or Commission (descriptions on next page):

☐ AIRPORT COMMISSION

☐ CEMETERY BOARD

☒ CHARTER COMMISSION

☐ LIBRARY BOARD

☐ LIGHT & POWER COMMISSION

☐ PARK BOARD

☐ PLANNING & INDUSTRIAL COMMISSION

☐ CITY COUNCIL (temporary)

Why you are interested in serving on this board/commission: I would like to continue and expand my time and commitment to the city of Glencoe

Describe any prior/current experience that may relate to serving on this board/commission: I have served as a member of the park board for 15 years and I am currently in my second term as a city council member

List other municipal boards/commissions you have served on:

1. Park Board

2. City Council

3. \_\_\_\_\_

Served from 2000 to 2015

Served from 2018 to Present

Served from \_\_\_\_\_ to \_\_\_\_\_

Paul Lemke (electronically)

Signature of Applicant

10/05/2023

Date

# GLENCOE

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NAME KEVIN DIETZ TODAY'S DATE 10-5-2023  
ADDRESS 1803 FAIRWAY DRIVE TELEPHONE 320-510-2309  
EMAIL KEVIN@COUNCIL.PY@HOTMAIL.COM EMPLOYER \_\_\_\_\_  
YEARS AS GLENCOE RESIDENT 62 OCCUPATION RETIRED

I am interested in serving on the following City Board or Commission (descriptions on next page):

☐ AIRPORT COMMISSION

☐ LIGHT & POWER COMMISSION

☐ CEMETERY BOARD

☐ PARK BOARD

☒ CHARTER COMMISSION

☐ PLANNING & INDUSTRIAL COMMISSION

☐ LIBRARY BOARD

☐ CITY COUNCIL (temporary)

Why you are interested in serving on this board/commission: AS A LIFELONG GLENCOE RESIDENT

I HAVE A PASSION FOR GLENCOE'S GROWTH AND DEVELOPMENT WHILE  
PROVIDING A SAFE COMMUNITY FOR EVERYBODY. BELIEVE IN COMMUNITY INVOLVEMENT.

Describe any prior/current experience that may relate to serving on this board/commission: RETIRED

26+ YEARS GLENCOE POLICE DEPT. BLANDIN LEADERSHIP GRADUATE.  
GOOD COMMUNICATION SKILLS. UNDERSTAND THE CITY CODE AND WHERE TO FIND

List other municipal boards/commissions you have served on:

ANSWERS.

1. CITY COUNCIL Served from 2013 to 2016
2. PLANNING AND INDUSTRIAL COMM Served from 2017 to PRESENT
3. COMPREHENSIVE PLAN GROUP Served from 2020 to \_\_\_\_\_

Signature of Applicant

Date

10-5-2023





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NAME Rev. DR. MAREN McDONELL

TODAY'S DATE 10/19/2022

ADDRESS 2425 14th St E

TELEPHONE 612-963-5824

EMAIL Jrmmcdonell@gmail.com

EMPLOYER Disabled / Retired

YEARS AS GLENCOE RESIDENT 3 3/4 yrs

OCCUPATION \_\_\_\_\_

I am interested in serving on the following City Board or Commission (descriptions on next page):

☐ AIRPORT COMMISSION

☐ LIGHT & POWER COMMISSION

☐ CEMETERY BOARD

☐ PARK BOARD

☒ CHARTER COMMISSION

☐ PLANNING & INDUSTRIAL COMMISSION

☐ LIBRARY BOARD

☐ CITY COUNCIL (temporary)

Why you are interested in serving on this board/commission:

My interest stems from  
my passion for public service and a commitment to  
equity and inclusion.

Describe any prior/current experience that may relate to serving on this board/commission: As Board

Chair of Harrison Neighborhood Association I was responsible for  
ensuring the integrity and effectiveness of the board's governance role  
and processes for the community at large in North Minneapolis.

List other municipal boards/commissions you have served on:

1. Board Chair Harrison Neighborhood Association Served from 2008 to 2013
2. Board Chair Harrison Neighborhood Association Served from 2008 to 2010
3. Board Chair Harrison Neighborhood Association Served from 2009 to 2013  
African American Leadership Forum.

Rev. Dr. Maren McDonell  
Signature of Applicant

10-19-2022  
Date



# GLENCOE

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NAME	<u>Wesley Olson</u>	TODAY'S DATE	<u>8/11/2022</u>
ADDRESS	<u>1428 Greeley Avenue North</u>	TELEPHONE	<u>320.296.0721</u>
EMAIL	<u>wesolson301@gmail.com</u>	EMPLOYER	<u>self-employed</u>
YEARS AS GLENCOE RESIDENT	<u>41 years</u>	OCCUPATION	<u>business owner / ret. GPD</u>

I am interested in serving on the following City Board or Commission (descriptions on next page):

<input type="checkbox"/> AIRPORT COMMISSION	<input type="checkbox"/> LIGHT & POWER COMMISSION
<input type="checkbox"/> CEMETERY BOARD	<input type="checkbox"/> PARK BOARD
<input checked="" type="checkbox"/> CHARTER COMMISSION	<input type="checkbox"/> PLANNING & INDUSTRIAL COMMISSION
<input type="checkbox"/> LIBRARY BOARD	

Why you are interested in serving on this board/commission: \_\_\_\_\_

As a current business owner my concerns are with Glencoe's growth,  
development, prosperity and ensuring a safe community.

Describe any prior/current experience that may relate to serving on this board/commission: \_\_\_\_\_

Retired 25 year Glencoe Police Officer, experienced in community involvement,  
public relations, management skills, problem solving

List other municipal boards/commissions you have served on:

1. <u>Planning and Industrial Commission</u>	Served from <u>2012</u>	to <u>present</u>
2. _____	Served from _____	to _____
3. _____	Served from _____	to _____

  
Signature of Applicant

8-11-22  
Date

# CITY OF GLENCOE

## INTEREST FORM

### FOR SERVING ON BOARDS/COMMISSIONS

Glencoe City Center, 1107 11<sup>th</sup> St E, Glencoe, MN 55336 (320) 864-5586

Fax: 320-864-6405

\*\*\*\*\*

Name: Steven Olmstead  
Address: 915 Glenmoor LN

Home Phone:                      Work Phone                       
Cell Phone: 320 510 4228 E-Mail Address: solmstead@embargo.mail.com  
Occupation: Retired  
Place of Employment: Edward Jones  
Education Background: College  
Number of years as Glencoe Resident: 30

I am interested in serving on the following City Board or Commission:

- ☐ Airport Commission (3 yr. term)
- ☐ Cemetery Board (3 yr. term)
- ☐ City Center Board (3 yr. term)
- ☐ Library Board (3 yr. term)
- ☐ Light and Power Commission (5 yr. term)
- ☐ Park Board (3 yr. term)
- ☐ Planning and Industrial Commission (3 yr. term)
- ☒ Charter Commission

-OVER-

**Description of Boards/Commissions**

**Airport Commission:** The Airport Commission meets at 6:30 p.m. the 3<sup>rd</sup> Thursday/monthly at the airport. The Commission consists of five members, shall be residents of the City and serve staggered five (3) year terms and one of whom shall be a member of the City Council. The Commission shall advise the City Council in all matters dealing with the airport and its operations.

**Charter Commission:** The Charter Commission members serve a two or four year term and meet as statutorily required.

**Cemetery Board:** The Cemetery Board meets quarterly on a Wednesday at 10:00 a.m. at the City Center. The board consists of 5 members. One said board member may be a member of the City Council or the Mayor. The board sets rules for governing the operation and use and maintenance of the municipal cemetery.

**City Center Board:** The City Center Board meets monthly at 7:30 a.m. at the City Center. The board consists of 5 members who are either residents of the City of Glencoe or one individual who is a business owner who owns property within the city limits of Glencoe and who resides within 10 miles of the City of Glencoe. One of said board members may be a member of the City Council or the Mayor. The City Center Board shall make recommendations regarding the administration, maintenance and control of the City Center, including the Event Center, and available space within the building.

**Library Board:** The Library Board meets at 7:00 p.m. the 2<sup>nd</sup> Tuesday at the Library. The board consists of 5 members who are residents of the City of Glencoe and one such member at the option of the City Council, may be a legal voter, not residing in the City of Glencoe but shall reside within 10 miles of the City of Glencoe. One said board member may be a member of the City Council or the Mayor. The Library Board is an advisory board to the City of Glencoe regarding administration, maintenance and control of the library.

**Park Board:** The Park Board meets at 6:30 p.m. the 4<sup>th</sup> Wednesday/monthly at the City Center. The commission consists of 6 members and are residents of the City of Glencoe or one individual who is a business owner who owns property within the city limits of Glencoe and who resides within 10 miles of the City of Glencoe. One board member may be a member of the City Council or the Mayor. Members serve staggered 3 year terms.

**Planning Commission:** The Planning and Industrial Commission meets the 2<sup>nd</sup> Thursday at 7:00 p.m. at the City Center. The commission consists of 5 members. The City Council may select one member of the commission from among its members. The Planning Commission shall have all the powers and duties defined or granted in the statutes and the City Code relating to planning, zoning and subdivision regulation and shall act in an advisory capacity to the City Council.

**Light and Power Commission:** The Light and Power Commission meets the 4<sup>th</sup> Monday at 7:30 p.m. at the Light Plant. The commission consists of 5 members all of whom shall be qualified voters of the City of Glencoe and be appointed by the City Council. The commission has control and management of the generation, acquisition and distribution of electric energy in the City of Glencoe.

Explain why you are interested in this board/commission:

asked by Ryan Vos

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Please describe any prior/current experience that may relate to serving on this board/commission:

Hospital board 9 years / as chair  
Various Business boards

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Please list other municipal boards and/or commissions you may have served.

- |     |       |              |       |    |       |
|-----|-------|--------------|-------|----|-------|
| 1.) | _____ | years served | _____ | to | _____ |
| 2.) | _____ | years served | _____ | to | _____ |
| 3.) | _____ | years served | _____ | to | _____ |
| 4.) | _____ | years served | _____ | to | _____ |



# CITY OF GLENCOE

## INTEREST FORM

### FOR SERVING ON BOARDS/COMMISSIONS

Glencoe City Center, 1107 11<sup>th</sup> St E, Glencoe, MN 55336 (320) 864-5586

Fax: 320-864-6405

\*\*\*\*\*

Name: Allen Robeck  
Address: 528 Armstrong Ave N Glencoe Mn  
Home Phone: 320-864-4346 Work Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
Occupation: retired  
Place of Employment: \_\_\_\_\_  
Education Background: 15 years  
Number of years as Glencoe Resident: 49 yrs

I am interested in serving on the following City Board or Commission:

- ☐ Airport Commission (5 yr. term)
- ☐ Cemetery Board (5 yr. term)
- ☐ City Center Board (5 yr. term)
- ☐ Library Board (5 yr. term)
- ☐ Light and Power Commission (5 yr. term)
- ☐ Park Board (5 yr. term)
- ☐ Planning and Industrial Commission (5 yr. term)
- ☒ Charter Commission (2 yr or 4 yr term)

Please describe any prior/current experience that may relate to serving on this board/commission:

*I served the City of Glencoe for 48 1/2 years, during the time from 1972-1990 I was required to attend council meetings. I also attended many other council meetings that were not required of me. Attended many closed meetings because those council people trusted me completely. Wrote water & sewer ordinances, had them confirmed by city attorney. Council person at large for 8 years. Attended meetings of airport, cemetery, library, Rate & Power, Park, Planning & Dev. & many other. I believe my attendance would be a phenomenal record.*

Please list other municipal boards and/or commissions you may have served.

- |     |                    |   |              |             |    |             |
|-----|--------------------|---|--------------|-------------|----|-------------|
| 1.) | <i>Water Board</i> | 2 | years served | <i>1988</i> | to | <i>1990</i> |
| 2.) |                    |   | years served |             | to |             |
| 3.) |                    |   | years served |             | to |             |
| 4.) |                    |   | years served |             | to |             |



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To: Mayor and City Council

From: Mark D. Larson, City Administrator

Date: October 13, 2023

Re: Item 8A – Animal Ordinance to amend the Animal Ordinance to allow for the keeping of chickens.

Item 8A – Attached is Ordinance 623 that was reviewed at the workshop last week regarding outlawing farm animals and allowing for the keeping of chickens.

The Planning and Industrial Commission review this week and recommended removing allowing chickens in R-2 or multifamily properties. They are only allowed in R1 – Single family neighborhoods. No Roosters will be allowed.

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

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

## ORDINANCE NO. 623

### AN ORDINANCE AMENDING CERTAIN PORTIONS OF CITY CODE PERTAINING TO ANIMALS, AMENDING ORDINANCE ADDING SECTION 704 TO ALLOW THE KEEPING OF BACKYARD CHICKENS

#### Findings and Purpose:

- A. It is the purpose and intent of this section to amend the City of Glencoe's ordinance(s) pertaining generally to animals regarding several issues, including but not limited, to allow, but strictly limit, the keeping of backyard chickens as an egg source in a clean and sanitary manner which is not a nuisance to or detrimental to the public health, safety, and welfare of the city of Glencoe.

#### The City Council of Glencoe, Minnesota ordains:

#### Section 1. Section 701, Subdivision 1(R) is amended to read:

- 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 hybrids with wolves, coyotes or jackals~~)
  - (2) Domestic cats (~~excluding hybrids with ocelots or margays~~) properly vaccinated against rabies pursuant to law;
  - (3) ~~Farm animals, including bees,~~ Chickens (No Roosters), licensed pursuant to City Code Section 704, 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.

#### Section 2. The following Section 704 shall be added to the City Code:

704.01 It is the purpose and intent of this section to allow, but strictly limit, the keeping of backyard chickens as an egg source in a clean and sanitary manner which is not a nuisance to or detrimental to the public health, safety, and welfare of the city of Glencoe.

704.02 Keeping Of Backyard Chickens Allowed: A person may keep up to six (6) backyard chickens on property zoned R-1 residential only as provided for in section 509 of this code as provided for in section 509 of this code provided that:

- a. The owner of the backyard chickens resides in a detached dwelling located upon the parcel at which the backyard chickens are kept.
- b. The owner of the subject parcel remains at all times in compliance with this section.



704.01 The city may inspect the premises in order to ensure compliance with this section. If the city is not able to obtain the occupant's consent to enter the property, it may seek an administrative search warrant to inspect any premises for compliance with this section.

704.02 Upon reasonable written notice, the city may revoke the right issued under this section if a property owner fails or refuses to comply with the requirements of this section or any state or local law governing the cruelty to animals or the keeping of animals. Any person whose right to own and keep backyard chickens is revoked shall have the right to appeal the revocation to the City Council.

704.03 Any person whose right under this section for the keeping of backyard chickens is revoked or who fails to otherwise comply with the terms on this section, within ten (10) days thereafter, humanely dispose of all chickens owned, kept or harbored by such person on the subject property.

704.04 General Standards For The Keeping Of Backyard Chickens:

- a. The keeping of roosters is prohibited under this section.
- b. Backyard chickens shall not be raised or kept for the purpose of fighting.
- c. Backyard chickens shall not be kept in a dwelling, garage or accessory structure other than those meeting the requirements of an enclosed coop.
- d. All backyard chickens shall have access to an enclosed coop meeting the following minimum standards:
  - i. The enclosed coop may not occupy a front or side yard.
  - ii. A maximum of one coop per lot shall be permitted.
  - iii. The enclosed coop shall have a minimum size of four (4) square feet per chicken and shall not exceed a maximum of forty (40) square feet in total area.
  - iv. The enclosed coop shall be set back a minimum of twenty-five feet (25') from the principal structure, at least ten feet (10') from all property lines and shall not encroach upon utility easements.
  - v. The enclosed coop shall not exceed ten feet (10') in height.
  - vi. The enclosed coop shall be the same or similar in color to the principal structure on the lot.
  - vii. Enclosed coops shall be compatible with the principal building on the lot. Under no circumstances shall sheet metal, corrugated metal, asbestos, iron, plain concrete block (whether painted or color integrated or not) be deemed acceptable as major exterior wall materials. "Compatible" means that the exterior appearance of the coop (accessory building) is not at variance with the principal building from an aesthetic and architectural standpoint as to cause:

- a. A nuisance which may have characteristics related to noise, dust, odors, glare, and unsightly building exterior.
- e. The enclosed coop shall be built to protect the backyard chickens from extreme heat or cold.
- i. The enclosed coop shall be at all times maintained in a good condition.
- f. All backyard chickens shall have access to a run.
- g. The following minimum sanitation standards shall be observed at all times:
- h. The slaughtering of backyard chickens on the property is prohibited.
- i. No chicken or chicken byproducts shall be sold upon the subject property.
- j. All premises on which backyard chickens are kept or maintained shall be kept clean from filth, garbage, and any substances which attract rodents. The coop and its surrounding area shall be cleaned frequently to control odor. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors to be detectable from another property. Failure to comply with these conditions may result in the removal of backyard chickens from the premises.
- k. All grain and food stored for backyard chickens shall be kept indoors in a rodentproof container.
- l. Backyard chickens shall be kept in such a manner which does not constitute a nuisance as provided for in chapter 5, article b of this title.
- m. Persons no longer intending to keep backyard chickens on the subject property shall notify the city in writing and remove the enclosed coop and run.
- n. The enclosed coop and run shall be removed from the property upon revocation of the right to have backyard chickens, at the property owner's expense.
- o. Any person who violates any provision of this ordinance shall, upon conviction, be punished by a fine of not more than \$300.

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

Passed by the City Council of Glencoe, Minnesota this 16<sup>th</sup> day of October, 2023.

ATTEST:

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Ryan Voss, Mayor

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Mark D. Larson, City Administrator

**City of Glencoe**  
**Planning and Industrial Commission**  
**Wednesday, October 11, 2023**  
**Glencoe City Center West Conference Room**  
**7:00 PM**

The meeting was called to order by Chairperson Wes Olson at 1900 hours. Other Commissioners present were Bob Scheidt and Kevin Dietz. Commissioners Bob Senst and Barb Jenneke were absent. Also present were City Administrator Mark Larson, City Council Liaison Mark Hueser, City Mayor Ryan Voss, City Attorney Mark Ostlund and Karin Ramige of the McLeod County Chronicle.

**Planning Commission Item One: Approve Minutes from the September 14<sup>th</sup> Planning Commission Meeting.**

Scheidt motioned to approve. Dietz seconded. Motion passed 3 – 0.

**Planning Commission Item Two: Set Public Hearing on Revocation of Special Use Permit for Tracy Larson, 430 Edgewood Drive for Swimming Pool – Mark Ostlund, City Attorney.**

This item was discussed by City Attorney Mark Ostlund. The City resolved to approve Tracy Larson's petition for a special use permit for an above ground pool exceeding 5000 gallons at her residence located at 430 Edgewood Drive on the condition that she complete and receive approval for a building permit and that a 6-foot privacy fence be constructed. As of this meeting on October 11, 2023, no fence was ever constructed.

On the advice of the City Attorney, it was advised to set a Public Hearing on the matter. Dietz motioned that the matter be scheduled for a Public Hearing for 11-9-23 at 7:00 PM at the next Planning Commission meeting. Scheidt seconded. The motion passed 3 – 0.

**Planning Commission Item Three: Chicken / Animal Ordinance and Zoning Districts – Mark Ostlund, City Attorney.**

City Attorney Ostlund advised that this area involved City Ordinance Section 701 subdivision 1 (r) concerning permitted animals within the City of Glencoe. This was amending section 701 Ordinance by adding Section 704 concerning the requirements for Chickens. Housing in the area Zoned R1 must meet the requirements for housing the Chickens and follow setbacks and accepted building materials for Chicken Coops. No Roosters are allowed. It was thought best not to allow Chickens in areas that were Zoned R2. The matter will be brought up at the next City Council Meeting on October 16, 2023.

**Planning Commission Item Four: Continue Discussion on Zoning Ordinance Updates – Mark Ostlund, City Attorney.**

This was a discussion topic. The Planning Commission was shown two maps with the current City Zoning areas and the Zoning map from the Comprehensive Plan 5.4.1. It was thought that it would be beneficial to have the Official Zoning Map and the Future Land Use Map brought together as one, so the maps reflect the Zoning Ordinances. It was also discussed what would happen if an area outside the city were zoned for housing in the future, but currently is considered Agriculture land. How would the County look at this for tax purposes. Another discussion area was concerning isolated small areas that were zoned Business or Industrial within a larger area zoned for R1 Housing as an example. It was thought best to work for larger areas that were zoned for the same use. This discussion will continue.

**Planning Commission Item Five: Adjourn**

Scheidt motioned to Adjourn. Olson seconded. Motion passed 3 – 0. Meeting Adjourned at 1959 hours.

Planning Commission Vicechair

Kevin Dietz



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## FUND BALANCES

FUND #	2023 CASH BALANCES	MONTH MAY	MONTH APRIL	MONTH MARCH
101	General-Operating	\$ 516,141.55	\$ 1,049,444.25	\$ 824,667.36
101	General-Childhood Intervention	\$ 886.55	\$ 886.55	\$ 886.55
101	General-Crime Prevention	\$ 6,087.59	\$ 6,087.59	\$ 6,087.59
601	Water-Operating	\$ 2,342,496.62	\$ 2,297,907.28	\$ 2,278,130.04
601	Water-Water Availability Charge	\$ 569,945.56	\$ 569,290.49	\$ 568,168.38
601	Water-Trunk Water Charge	\$ 25,384.82	\$ 25,355.64	\$ 25,327.91
601	Water-Bonds	\$ 1,928.01	\$ 1,925.79	\$ 1,923.68
601	Water-Construction	\$ -	\$ -	\$ -
602	W.W.T.P.-Operating	\$ 1,641,851.76	\$ 1,605,260.30	\$ 1,602,715.35
602	W.W.T.P.-Sewer Availability Charge	\$ 1,105,611.72	\$ 1,104,340.98	\$ 1,102,633.66
602	W.W.T.P.-Trunk Sewer Charge	\$ 129,474.71	\$ 129,325.90	\$ 129,184.45
602	W.W.T.P.-Bonds	\$ 284,101.51	\$ 215,528.51	\$ 147,042.51
602	W.W.T.P.-Construction	\$ -	\$ -	\$ -
603	Sanitation	\$ 30,244.33	\$ 29,462.41	\$ 27,858.13
604	City Center-Operating	\$ (74,192.15)	\$ (42,680.23)	\$ (31,076.66)
604	City Center-Bonds	\$ (622,512.90)	\$ (621,797.41)	\$ (621,117.32)
609	Liquor Store	\$ 59,792.16	\$ 86,811.27	\$ 56,739.26
612	Airport	\$ (365,278.08)	\$ (267,846.55)	\$ (293,975.35)
651	Storm Water Management	\$ 100,327.94	\$ 71,755.20	\$ 34,584.57
213	Park Improvement	\$ 160,721.52	\$ 160,536.79	\$ 158,762.95
223	Aquatic Center	\$ (17,560.12)	\$ (5,657.73)	\$ 193.82
223	Aquatic Center-Lifeguard Training	\$ 2,358.51	\$ 2,358.51	\$ 2,358.51
225	Cable TV	\$ 13,119.70	\$ 13,252.56	\$ 6,284.27
226	Cemetery	\$ (18,584.59)	\$ (10,613.17)	\$ (4,600.49)
229	Municipal State Aid	\$ 98,890.30	\$ 100,521.38	\$ 100,701.62
230	Engineering/Inspection Services	\$ (126,071.65)	\$ (125,926.75)	\$ (125,789.02)
300	City Sinking	\$ 8,191.40	\$ 8,181.99	\$ 8,173.04
382	2007 Tax Increment Bond-2007 Industrial Park	\$ (58,332.16)	\$ (58,265.12)	\$ (58,201.39)
383	2014 Tax Increment Bond-West Industrial Park	\$ -	\$ -	\$ -
384	2018 Tax Increment Bond-Panther Heights	\$ (31,127.90)	\$ 434.10	\$ 433.63
409	Tax Increment #4-Industrial Park	\$ 335,534.92	\$ 335,149.27	\$ 334,782.70
424	Tax Increment #17-Miller Manufacturing	\$ 10,115.87	\$ 30,081.26	\$ 30,048.36
425	Tax Increment #18-West Industrial Park	\$ -	\$ -	\$ -
426	Tax Increment #19-Panther Heights	\$ 909.62	\$ 908.57	\$ 907.58
427	Tax Increment #20-Bus Garage	\$ -	\$ -	\$ -
466	2023 Street Improvement	\$ (239,771.12)	\$ (239,495.54)	\$ (239,233.59)
523	2008 11th Street/Morningside Bond	\$ 1,421.91	\$ 1,420.28	\$ 1,418.73
524	2014 Street Improvement Bond	\$ (191,071.41)	\$ (190,851.80)	\$ (190,643.06)
525	2015 Street Improvement Bond-Lincoln Park	\$ (47,799.07)	\$ (47,744.13)	\$ (47,691.91)
526	2016 Street Improvement Bond-Armstrong Avenue	\$ 105,078.90	\$ 104,958.13	\$ 104,843.33
527	2017 Street Improvement Bond-Baxter Avenue	\$ 123,705.42	\$ 123,563.24	\$ 123,428.09
528	2018 Storm Water Improvement Bond-Central Storm Sewer	\$ 102,448.26	\$ 102,330.51	\$ 102,218.59
529	2021 Street Improvement Bond-10th Street	\$ 136,361.64	\$ 139,777.30	\$ 139,624.42
530	2023 Street Improvement Bond	\$ -	\$ -	\$ -
<b>TOTALS</b>		<b>\$ 6,120,831.65</b>	<b>\$ 6,705,977.62</b>	<b>\$ 6,307,800.29</b>

**Glencoe Municipal Liquor Store**  
**Profit & Loss Statement for May 2023**

<b>Sales</b>	
Liquor	72,040.27
Beer	128,754.60
Wine	16,538.47
Other Merchandise	5,659.34
<b>Total Sales</b>	<u>222,992.68</u>

<b>Cost of Sales</b>	
Beginning Inventory	437,758.88
Purchases	192,230.71
<b>Total Merch. Avail. for Sale</b>	<u>629,989.59</u>
Less Inventory Ending	460,333.41
<b>Cost of Sales</b>	<u>169,656.18</u>
<b>Gross Profit on Sales</b>	<u>53,336.50</u>
	23.92%

<b>Operating Expenses</b>	
Sales Tax (Use tax)	174.00
Full-Time Employees	8,738.64
Full-Time Employees- Overtime	457.68
Part-Time Employees	8,015.26
PERA Contributions	1,248.34
FICA Contributions	1,060.56
Medicare Contributions	248.04
Health & Life Insurance	2,690.09
Operating Supplies	9,663.26
Cleaning Supplies	0.00
Repair & Maintenance	110.89
Professional Services	0.00
Training	759.00
Computer Repair/Equipment	8,571.75
Telephone	65.54
Travel Expense	0.00
Advertising	701.53
Printing & Binding	0.00
Electricity	872.32
Natural Gas	237.74
Uniforms	0.00
Miscellaneous	382.00
<b>Sub-total</b>	<u>43,996.64</u>
Insurance- Liquor, Property, Gen'l Liability	701.96
Depreciation	3,504.41
Audit	250.00
Worker's Comp	450.91
Bond Interest	943.13
<b>Total Operating Expenses</b>	<u>49,847.05</u>

<b>Non-Operating Expenses/Income</b>	
Interest Income	99.89
Miscellaneous	500.00
Sales Tax Variance	0.40
Cash Drawer +/-	91.87
Bottle Deposit/Paid Out	0.00
Bad/Collected Checks	0.00
<b>Total Non-Operating Exp./Inc.</b>	<u>692.16</u>

<b>Net Income</b>	4,181.61
<b>Year-To-Date Income</b>	76,209.36

**Comparative Figures**

<u><b>Previous Year (2022)</b></u>	
Total Sales	210,359.15
Gross Profit on Sales	50,715.87
Total Operating Expenses	32,538.81
Total Non-Operating Exp./Inc.	19.53
Net Income	18,196.59
Year-To-Date Income	82,155.41

Current YTD Cash Balance	59,792.16
Last Month YTD Income	72,027.75



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# CITY OF GLENCOE BILLS

OCTOBER 16, 2023

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

VENDOR	DEPARTMENT: DESCRIPTION	TOTAL
CITY OF GLENCOE EMPLOYEES	MULTIPLE DEPTS.: CITY OF GLENCOE PAYROLL 6-28-23	\$91,660.15
WIRE TRANSFER	MULT DEPTS:EMP/CITY PAYROLL TAXES,HSA,PERA,D COMP,CAFE	\$56,430.97
	TOTAL PREPAID BILLS ----->	<u>\$148,091.12</u>

## INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

OCTOBER 16, 2023 PREPAID BILLS

Date: 10/11/2023

Time: 3:57 pm

Page: 1

City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
BRASS FOUNDRY BREWING CO	0823	LIQUOR STORE: MERCH FOR RESALE	177825	06/26/2023	182.92
				Vendor Total:	182.92
BREAKTHRU BEVERAGE	0513	LIQUOR STORE: MERCH FOR RESALE	177826	06/26/2023	1,806.99
				Vendor Total:	1,806.99
C & L DISTRIBUTING	0492	LIQUOR STORE: MERCH FOR RESALE	177827	06/26/2023	37,416.20
				Vendor Total:	37,416.20
DAHLHEIMER BEVERAGE	0003	LIQUOR STORE: MERCH FOR RESALE	177828	06/26/2023	34,748.10
				Vendor Total:	34,748.10
JOHNSON BROS - ST PAUL	0504	LIQUOR STORE: MERCH FOR RESALE	177829	06/26/2023	6,789.87
				Vendor Total:	6,789.87
MARLIN'S TRUCKING	1387	LIQUOR STORE: MERCH FOR RESALE	177830	06/26/2023	631.75
				Vendor Total:	631.75
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR STORE: MERCH FOR RESALE	177831	06/26/2023	2,495.15
				Vendor Total:	2,495.15
SOUTHERN GLAZER'S OF MN	1429	LIQUOR STORE: MERCH FOR RESALE	177832	06/26/2023	4,937.03
				Vendor Total:	4,937.03
VIKING BEVERAGES	0973	LIQUOR STORE: MERCH FOR RESALE	177833	06/26/2023	10,972.10
				Vendor Total:	10,972.10
				Grand Total:	99,980.11
				Less Credit Memos:	0.00
Total Invoices:	9			Net Total:	99,980.11
				Less Hand Check Total:	0.00
				Outstanding Invoice Total :	99,980.11



## INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

OCTOBER 16, 2023 PREPAID BILLS

Date: 10/11/2023

Time: 3:57 pm

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City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
BREAKTHRU BEVERAGE	0513	LIQUOR STORE: MERCH FOR RESALE	177937	06/30/2023	<u>1,624.67</u>
				Vendor Total:	<u>1,624.67</u>
COLONIAL LIFE	0735	MULT DEPTS: INS PREMIUMS	177938	06/30/2023	<u>263.70</u>
				Vendor Total:	<u>263.70</u>
JOHNSON BROS - ST PAUL	0504	LIQUOR STORE: MERCH FOR RESALE	177939	06/30/2023	<u>2,209.40</u>
				Vendor Total:	<u>2,209.40</u>
MINNESOTA CHILD SUPPORT	1646	POLICE: CHILD SUPPORT PAYMENT	177940	06/30/2023	<u>279.18</u>
				Vendor Total:	<u>279.18</u>
MINNESOTA PUBLIC EMPLOYEE	1439	POLICE: UNION DUES	177941	06/30/2023	<u>110.75</u>
				Vendor Total:	<u>110.75</u>
NCPERS GROUP LIFE INS	1619	ADMIN: INS PREMIUMS	177942	06/30/2023	<u>16.00</u>
				Vendor Total:	<u>16.00</u>
PHILLIPS WINE & SPIRITS, INC.	1010	LIQUOR STORE: MERCH FOR RESALE	177943	06/30/2023	<u>14,215.95</u>
				Vendor Total:	<u>14,215.95</u>
PPLSI	0485	MULT DEPTS: INS PREMIUMS	177944	06/30/2023	<u>112.60</u>
				Vendor Total:	<u>112.60</u>
SOUTHERN GLAZER'S OF MN	1429	LIQUOR STORE: MERCH FOR RESALE	177945	06/30/2023	<u>2,168.19</u>
				Vendor Total:	<u>2,168.19</u>
VINOCOPIA, INC.	1353	LIQUOR STORE: MERCH FOR RESALE	177946	06/30/2023	<u>212.98</u>
				Vendor Total:	<u>212.98</u>
				Grand Total:	<u>21,213.42</u>
				Less Credit Memos:	<u>0.00</u>
				Net Total:	<u>21,213.42</u>
				Less Hand Check Total:	<u>0.00</u>
				Outstanding Invoice Total :	<u>21,213.42</u>
Total Invoices:		10			

# INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

OCT 16, 2023 - REGULAR BILLS

Date: 10/12/2023

Time: 2:43 pm

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City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
A & K REPAIR	0001	LIQUOR STORE: BELTS	0	00/00/0000	13.90
				Vendor Total:	13.90
ALERT-ALL CORP.	1034	FIRE: SAFETY KITS	0	00/00/0000	1,300.00
				Vendor Total:	1,300.00
AQUA PRO	1475	ADMIN: SPRINKLER SYSTEM WINTERIZATION	0	00/00/0000	250.00
				Vendor Total:	250.00
ARNOLD'S OF GLENCOE, INC.	1449	PARK: FILTER, OIL	0	00/00/0000	39.17
				Vendor Total:	39.17
AT&T MOBILITY	1205	MULT DEPTS: CELL PHONE BILL	0	00/00/0000	724.14
				Vendor Total:	724.14
AUTO VALUE GLENCOE	0214	STREET, PARK: OIL, BATTERY, ANTIFREEZE	0	00/00/0000	323.66
				Vendor Total:	323.66
BARGEN INCORPORATED	0409	STREET, '23 STREET IMPROV: CRACK REPAIR	0	00/00/0000	111,747.65
				Vendor Total:	111,747.65
BORDER STATES INDUSTRIES INC	0852	LIQUOR, POLICE: LIGHTING	0	00/00/0000	118.00
				Vendor Total:	118.00
BRAUN INTERTEC CORPORATION	0796	'23 STREET IMPROVE: CONSTR. MATERIALS TESTING	0	00/00/0000	3,059.00
				Vendor Total:	3,059.00
BUREAU OF CRIM. APPREHENSIO	1067	POLICE: CONNECTION & OPERATION CHARGES	0	00/00/0000	1,080.00
				Vendor Total:	1,080.00
CARD SERVICES	0330	WATER, LIQUOR: FUEL, MERCH FOR RESALE	0	00/00/0000	176.29
				Vendor Total:	176.29
CARGILL, INC	1636	WATER: SALT	0	00/00/0000	5,698.67
				Vendor Total:	5,698.67
CENGAGE LEARNING INC-GALE	1828	LIBRARY: BOOKS	0	00/00/0000	52.48
				Vendor Total:	52.48
CENTER POINT LARGE PRINT	1349	LIBRARY: BOOKS	0	00/00/0000	292.44
				Vendor Total:	292.44
CENTERPOINT ENERGY	0204	MULT DEPTS: NATURAL GAS BILLS	0	00/00/0000	2,969.76
				Vendor Total:	2,969.76
DAKOTA SUPPLY GROUP	0523	WATER: METER ADAPTERS, COUPLING	0	00/00/0000	953.00
				Vendor Total:	953.00
DOOR POWER SALES & SERVICE	0984	WATER, W.W.T.P: REPAIRS	0	00/00/0000	1,194.00
				Vendor Total:	1,194.00
FLAHERTY & HOOD, P.A.	0441	WATER, WWTP: LEGAL FEES	0	00/00/0000	6,516.65
				Vendor Total:	6,516.65
FLOW MEASUREMENT AND CONT	0386	WATER: CERTIFICATION OF FLOW METERS	0	00/00/0000	1,788.00
				Vendor Total:	1,788.00
FRANKLIN PRINTING INC.	0085	WATER: INK	0	00/00/0000	75.98
				Vendor Total:	75.98
GACC TOURISM	0168	REIMB: LODGING TAX	0	00/00/0000	903.64
				Vendor Total:	903.64
GALLS, LLC	0452	POLICE: UNIFORMS	0	00/00/0000	69.49
				Vendor Total:	69.49
GILLETTE PEPSI COMPANIES, INC	0496	LIQUOR STORE: MERCH FOR RESALE	0	00/00/0000	326.00

# INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

OCT 16, 2023 - REGULAR BILLS

Date: 10/12/2023

Time: 2:43 pm

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City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	326.00
GLENCOE CO-OP ASSN.	1842	MULT DEPTS: FUEL	0	00/00/0000	7,922.75
				Vendor Total:	7,922.75
GLENCOE FLEET SUPPLY	2074	MULT DEPTS: REPAIR & MAINT, SM TOOLS, HOSES, UNIFORMS	0	00/00/0000	903.08
				Vendor Total:	903.08
GOPHER STATE ONE CALL	0482	WATER, WWTP, STORM WATER: LOCATE TICKETS	0	00/00/0000	145.80
				Vendor Total:	145.80
HAWKINS, INC.	1133	WATER: CHEMICALS	0	00/00/0000	616.15
				Vendor Total:	616.15
HILLYARD HUTCHINSON	0122	ADMIN: SIGN, SMOKER POLES	0	00/00/0000	455.88
				Vendor Total:	455.88
HOME SOLUTIONS OF GLENCOE	1947	WWTP: FRIDGE	0	00/00/0000	1,028.57
				Vendor Total:	1,028.57
JOHN DEERE FINANCIAL	1299	CEMETERY: MOWER PARTS	0	00/00/0000	246.09
				Vendor Total:	246.09
KDUZ - KARP - KGLB	2248	ADMIN, LIQUOR: ADVERTISING	0	00/00/0000	623.00
				Vendor Total:	623.00
KWIK TRIP	1653	POLICE: FUEL	0	00/00/0000	2,642.80
				Vendor Total:	2,642.80
LIGHT & POWER COMMISSION	1484	MULT DEPTS: ELECTRICITY, CREDIT CARD, BILLING &	0	00/00/0000	26,781.39
				Vendor Total:	26,781.39
MACQUEEN EMERGENCY	0159	FIRE: AERIAL PLATFORM REPAIR AIR LINE HOSES	0	00/00/0000	3,909.60
				Vendor Total:	3,909.60
MCLEOD CO. AUDITOR-TREASURER	0428	WWTP, AIRPORT: ASSESSMENT & MAINT FEES	0	00/00/0000	7,088.25
				Vendor Total:	7,088.25
MCLEOD COOP. POWER ASS'N.	0201	ADMIN, AIRPORT: ELECTRICITY	0	00/00/0000	505.63
				Vendor Total:	505.63
MCLEOD PUBLISHING, INC.	0339	ADMIN, SANITATION: PUBLISHING & ADVERTISING	0	00/00/0000	491.27
				Vendor Total:	491.27
METERING & TECHNOLOGY	1050	WATER: WATER METERS, PARTS	0	00/00/0000	181.23
				Vendor Total:	181.23
METRO SALES, INC	1066	ADMIN, LIBRARY: OFFICE EQUIPMENT LEASE	0	00/00/0000	519.28
				Vendor Total:	519.28
MILBANK WINWATER WORKS	0058	WATER, WWTP: METERS	0	00/00/0000	41,313.06
				Vendor Total:	41,313.06
MINI BIFF	0177	PARK, SANITATION: WASTE REMOVAL	0	00/00/0000	316.20
				Vendor Total:	316.20
MN DEPT OF HLTH	1216	CITY CENTER: CERTIFIED FOOD PROTECTION MANAGER LICENSE	0	00/00/0000	35.00
				Vendor Total:	35.00
MN FIRE SERVICE CERT. BOARD	0557	FIRE: CERTIFICATIONS	0	00/00/0000	105.00
				Vendor Total:	105.00
MNSPECT	0722	CODE ENFORCE: BUILDING & RENTAL INSPECTIONS	0	00/00/0000	12,172.50

# INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

OCT 16, 2023 - REGULAR BILLS

Date: 10/12/2023

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City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	12,172.50
MVTL , INC.	0353	WATER, WWTP: LAB TESTING	0	00/00/0000	626.10
				Vendor Total:	626.10
MY-LOR, INC	1838	FIRE: ALUMINUM TAGS	0	00/00/0000	171.30
				Vendor Total:	171.30
NEUBARTH LAWN CARE &	0467	FIRE: GRASS RIG BATTERY	0	00/00/0000	182.95
				Vendor Total:	182.95
NORTH CENTRAL INTERNATIONAL	0683	STREET: DOT INSPECTION	0	00/00/0000	89.95
				Vendor Total:	89.95
NORTH CENTRAL LABORATORIES	0631	WWTP: LAB SUPPLIES	0	00/00/0000	481.95
				Vendor Total:	481.95
NUVERA	2120	MULT DEPTS: INTERNET, PHONE, IT SUPPORT, COMPUTER	0	00/00/0000	6,091.32
				Vendor Total:	6,091.32
OBER, GARRETT	1841	STREET: SAFETY BOOTS REIMB	0	00/00/0000	250.00
				Vendor Total:	250.00
OXYGEN SERVICE COMPANY	0653	STREET: WELDING SUPPLIES	0	00/00/0000	15.60
				Vendor Total:	15.60
PIONEERLAND LIBRARY SYSTEMS	0227	REIMB: CARDS & FINES	0	00/00/0000	51.40
				Vendor Total:	51.40
PITNEY BOWES BANK INC	0271	ADMIN: POSTAGE	0	00/00/0000	84.48
				Vendor Total:	84.48
PLUNKETT'S PEST CONTROL, INC	0446	AQUATIC CENTER, WWTP, CITY CENTER: PEST CONTROL	0	00/00/0000	259.76
				Vendor Total:	259.76
PREMIUM WATERS, INC.	1081	LIBRARY: WATER	0	00/00/0000	86.97
				Vendor Total:	86.97
QUILL LLC	1691	LIBRARY: OFFICE SUPPLIES	0	00/00/0000	131.28
				Vendor Total:	131.28
SAM'S TIRE SERVICE INC.	0250	FIRE: TIRE REPAIR	0	00/00/0000	50.00
				Vendor Total:	50.00
SCHIROO ELECTRICAL REBUILDING	1059	STREET: ALTERNATOR	0	00/00/0000	265.00
				Vendor Total:	265.00
SEH	1757	ADMIN, '23 ST IMPROVE, WATER, AIRPORT: ENGINEERING	0	00/00/0000	73,888.00
				Vendor Total:	73,888.00
SHRED-N-GO, INC	0032	FINANCE, POLICE: PAPER SHREDDING SERVICE	0	00/00/0000	76.89
				Vendor Total:	76.89
SOUTHWEST EYE CARE	0038	WATER: SAFETY GLASSES	0	00/00/0000	860.55
				Vendor Total:	860.55
STAR GROUP, L.L.C.	0972	STREET, WATER, WWTP, FIRE: EQUIPMENT REPAIR & MAINT.	0	00/00/0000	821.29
				Vendor Total:	821.29
THOMSON REUTERS	1260	POLICE: INVESTIGATION SUPPLIES	0	00/00/0000	176.70
				Vendor Total:	176.70
TRI-COUNTY WATER	1016	STREET, REIMB, AIRPORT: WATER	0	00/00/0000	167.00
				Vendor Total:	167.00
VANDAMME, MYRANDA	0028	CITY CENTER: MILEAGE REIMB	0	00/00/0000	44.54
				Vendor Total:	44.54

# INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

OCT 16, 2023 - REGULAR BILLS

Date: 10/12/2023

Time: 2:43 pm

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City of Glencoe

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
WL HALL CO INTERIOR SERVICE	0858	ADMIN, CITY CENTER: SERVICE & REPAIR ON PANEL WALL & DOOR	0	00/00/0000	1,075.00
Vendor Total:					1,075.00
WM. MUELLER & SONS, INC.	0206	STREET: BLACKTOP	0	00/00/0000	864.80
Vendor Total:					864.80
ZIEGLER, CLAIRE	0506	CITY CENTER: DAMAGE DEPOSIT REFUND	0	00/00/0000	200.00
Vendor Total:					200.00
Grand Total:					334,687.28
Less Credit Memos:					0.00
Net Total:					334,687.28
Less Hand Check Total:					0.00
Outstanding Invoice Total :					334,687.28
Total Invoices:		69			



November 2023

November 2023							December 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 29	30	31	Nov 1	2	3	4
			6:00pm Fire Relief (Fire Hall)			
5	6	7	8	9	10	11
	7:00pm City Council Meeting (City Hall)			7:00pm Planning Commission (City Hall)	Office Closed for Veteran's Day	
12	13	14	15	16	17	18
	3:30pm City Council Workshop (City Hall)	8:30am Department Head (City Hall) 9:00am Safety Committee (City Hall West Conf)		5:00pm Airport Commission (City Hall)		
19	20	21	22	23	24	25
	7:00pm City Council (City Hall)	8:30am Department Head (City Hall)	12:00pm Economic Development Comm Meeting (City Hall West Conference Hall) 6:30pm Park Board (City Hall)	Office Closed for Thanksgiving		
26	27	28	29	30	Dec 1	2
	7:00pm Library Board (Library) 7:00pm Light & Power (Light Plant)					