



Mayor: Mark Hueser
Precinct 1 Councilor: Jon Dahlke
Precinct 2 Councilor: Scott Maynard
Precinct 3 Councilor: Paul Lemke
Precinct 4 Councilor: Cory Neid
At-Large Councilor: Yodee Rivera

GLENCOE CITY COUNCIL MEETING AGENDA
Monday, March 2, 2026
City Center Ballroom

1. **PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**
2. **CONSENT AGENDA**
 - A. Approve Minutes of the Regular Meeting of February 17, 2026
 - B. Special Event Application – **Friday Night Roll In** – June, July, August, & Sept. – Happy Hour Bar and Grill, 815 11th Street E, Requesting Road Blockades, Picnic Tables, Trash Cans
 - C. Special Event Application – **Glencoe Car & Bike Show** (Minn-E-Rods for July Event) – June 28th, July 26th, September 13th – Former Economart Parking Lot, Requesting Road Blockades, Picnic Tables, Orange Cones, Garbage Cans
 - D. Approve Book Transfers:
 - o \$470.47 from 2023 Street Improvement to 2023 Street Improvement Bond – Close Out Construction Fund
 - o \$1,656.01 from 2008 11th Street/Morningside Bond to City Sinking – Bond Fund Close Out
3. **APPROVE AGENDA**
4. **PUBLIC COMMENT (agenda items only)**
5. **PUBLIC HEARINGS**
 - A. Public Hearing on MS4 (Municipal Separate Storm Sewer System) – Brandon Frankfurth, Public Works Director
6. **BIDS AND QUOTES**
 - A. Purchase of a Skid Steer Cold Planer – Brandon Frankfurth, Public Works Director
 - B. Recommendation of Award for the GYL New Taxilane and Taxilane Extension Project – Mark Lemen, City Administrator
 - C. Airport Fuel System Repair – Brandon Frankfurth, Public Works Director
7. **REQUESTS TO BE HEARD**
 - A. First Reading of City of Glencoe Updated Zoning Ordinance 632 – Mark Ostlund, City Attorney
 - B. Approval of SEH Supplemental Letter Agreement for GYL Taxilane Extension – Mark Lemen, City Administrator
8. **ITEMS FOR DISCUSSION**
 - A. Posting for Street/Park Operator Position – Brandon Frankfurth, Public Works Director
 - B. Glencoe Fire Chief Cory Scheidt Retirement – Mark Lemen, City Administrator
9. **ROUTINE BUSINESS**
 - A. Project Updates
 - B. Economic Development
 - C. Public Input
 - D. Reports
 - E. City Bills
10. **ADJOURN**



GLENCOE CITY COUNCIL MEETING MINUTES
February 17, 2026 – 7:00 PM
City Center Ballroom

Attendees: Mark Hueser, Jon Dahlke, Scott Maynard, Paul Lemke, Yodee Rivera
City Staff: Mark Lemen, Mark Ostlund, Brandon Frankfurth, Todd Trippel, Tony Padilla
Other: Justin Black

1. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

The Meeting was called to order by Mayor Mark Hueser.

2. CONSENT AGENDA

A. Approve Minutes of the Regular Meeting of February 2, 2026

B. Approve Minutes of the City Council Workshop of February 9, 2026

C. Lazy Loon Brewing Company LLC, Brewery Taproom On-Sale, 610 13th St. E.

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

3. APPROVE AGENDA

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

4. PUBLIC COMMENT (agenda items only)

5. PUBLIC HEARINGS

6. BIDS AND QUOTES

7. REQUESTS TO BE HEARD

A. **Resolution 2026-04** Ford Avenue Project Feasibility Study – Justin Black SEH

Motion: Lemke, seconded by Maynard to approve **Resolution 2026-04**. Upon a roll call vote, the following voted Aye, Rivera, Dahlke, Maynard, and Lemke. The following voted Nay, none.

Whereupon the resolution was declared adopted and approved.

Motion: Dahlke, seconded by Rivera to approve the Supplemental Letter Agreement (SLA) with SEH. All in favor, the motion carries.

RESOLUTION NO. 2026-04
ORDERING PREPARATION OF REPORT ON IMPROVEMENT

WHEREAS, it is proposed to make improvements to the following streets:

- Ford Avenue from 11th Street to approximately 350 feet north of 18th Street
- Greeley Avenue from 12th Street to 18th Street
- 14th Street from Ford Avenue to Hennepin Avenue
- 15th Street from Ford Avenue to Hennepin Avenue

- 16th Street from Ford Avenue to Hennepin Avenue
- 18th Street (CSAH 2) from Ford Avenue to a point approximately 350 feet east (alley)
- Pryor Avenue starting from a point approximately 900 feet north of 16th Street, extending improvements north from that point approximately 750 feet

and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429,

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

That the proposed improvement be refereed to pursuant to Short Elliott Hendrickson Inc. (SEH®) for study and that they are instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted by the council this 17th day of February, 2026.

B. Soil Boring Agreement with Braun Intertec, Ford Avenue Project – Justin Black, SEH
Motion: Lemke, seconded by Dahlke to approve the soil boring agreement with Braun Intertec for the Ford Avenue Project. All in favor, the motion carries.

C. Soil Boring Agreement with Braun Intertec, Glen Knoll Lift Station – Justin Black, SEH
Motion: Rivera, seconded by Maynard to approve the soil boring agreement with Braun Intertec for the Glen Knoll Lift Station. All in favor, the motion carries.

D. Glencoe Police Organizational and Pay Structure Updates – Mark Lemen, City Administrator
Motion: Lemke, seconded by Maynard to approve the proposed 2026 department salary and organizational structure adjustments. All in favor, the motion carries.

E. Glencoe Organizational Chart – Haylie Kusler, Assistant City Administrator
Motion: Maynard, seconded by Dahlke to approve the City of Glencoe Organizational Chart. All in favor, the motion carries.

8. ITEMS FOR DISCUSSION

A. Rice Companies Update – City Attorney, Mark Ostlund
 Rice Companies is planned to move forward with their project come spring. This past October, Council approved the development agreement, but Rice Companies had not executed it yet. We are working on getting their signatures.

9. ROUTINE BUSINESS

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

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

10. ADJOURN

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



SMALL CITY & BIG FUTURE

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

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Separate Agenda Items



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

Event name: Friday Night Rollin Location: 815 11th St E, Glencoe, MN

Date(s) of the event: See dates attached Time(s) of event: 5:30 PM - 8:30 PM

Group name or organization: Happy Hour Contact Name: Francisco Lopez

Address: 815 11th St E City: Glencoe Zip: 55336

Email: happyhourinmna@gmail.com Phone: 320-300-8890

Type of organization: For Profit [] Non-Profit [] Charity []

Location requested: City Parking Lot [] City Park [] Street Closure [X]

Estimated number of participants expected to attend the event: 100

Event Description: Classic vehicle show

Assistance Requested: road blockades, picnic tables, trash cans

Street Closure Request - Describe the name and sections of the streets for requested closure.
Close off 11th at Hennepin Ave - see map

Date/Time for beginning of street closure: 5:00 pm

Date/Time for reopening of streets: 9:00 PM

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

See back side for guidelines and agreement.

Friday Night Roll In 5:30 to 8:30

Happy Hour Bar and Grill

815 11th Street East

Glencoe MN

May 29th

June 12th - 26th

July 10th - 24th

August 7th - 21st

September 4th - 18th

— Road Blockades





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

Event name: Glencoe Car & Bike Show Location: Former Economart parking lot / Grass area - 11th St E & Greely N

Date(s) of the event: June 28th, July 26th, Sept. 13th Time(s) of event: 11am - 3pm / July 26th 4pm

Group name or organization: Glencoe Car & Bike Show Contact Name: Victor Garcia

Address: _____ City: Glencoe Zip: 55336

Email: gcbsmn@gmail.com Phone: 612 584 8920

Type of organization: For Profit Non-Profit Charity

Location requested: City Parking Lot City Park Street Closure

Estimated number of participants expected to attend the event: 350 - 800

Event Description: 3 shows with food trucks, music - June: Glencoe Fire Department / Glencoe Days
July: Minn-E-Rods as special guests and performing on 12th St E
September: Normal show - For all 3 shows part of Greely N would be closed for food truck parking. Also part
of 11th St E would be closed for parking and traffic flow

Assistance Requested: Road blockades, picnic tables (5-9), orange cones, garbage cans

Street Closure Request - Describe the name and sections of the streets for requested closure.
June / September: Part of Greely Ave N and part of 11th St E July: Part of Greely Ave N and part of 11th ADDITIONALLY: part of 12th St E (24 hour parking noticed would be needed)

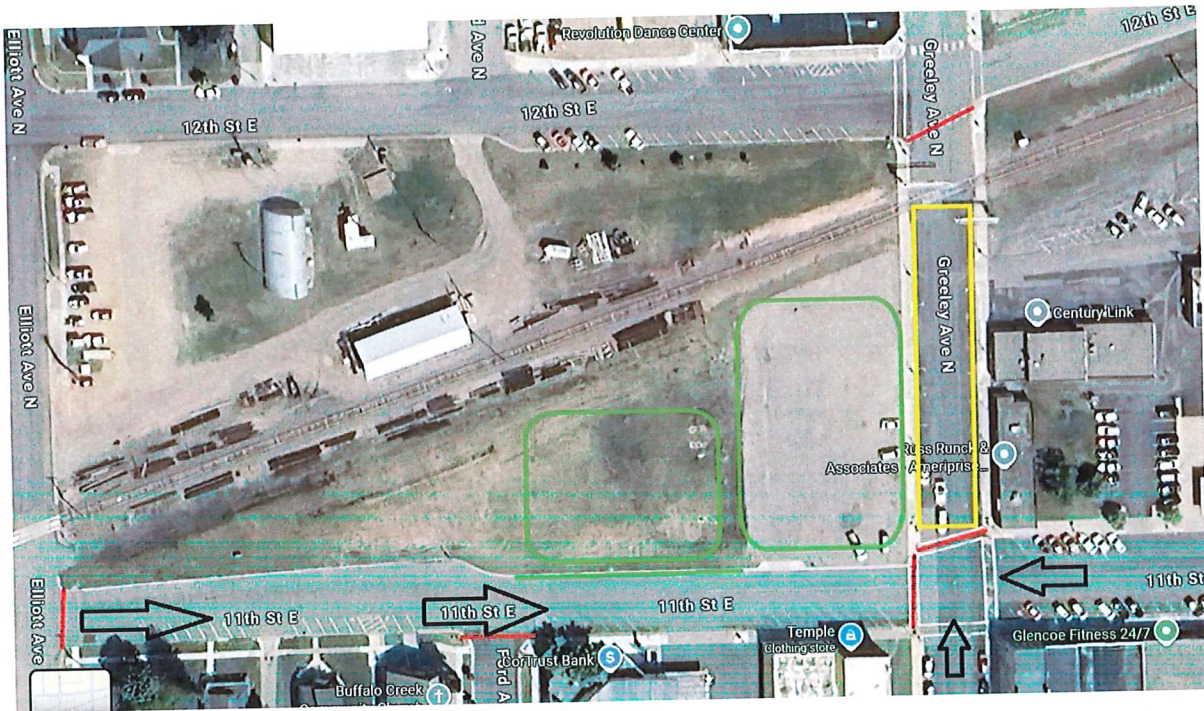
Date/Time for beginning of street closure: 10:45am

Date/Time for reopening of streets: 3pm / 4pm July 26th show

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

See back side for guidelines and agreement.

June / September Map



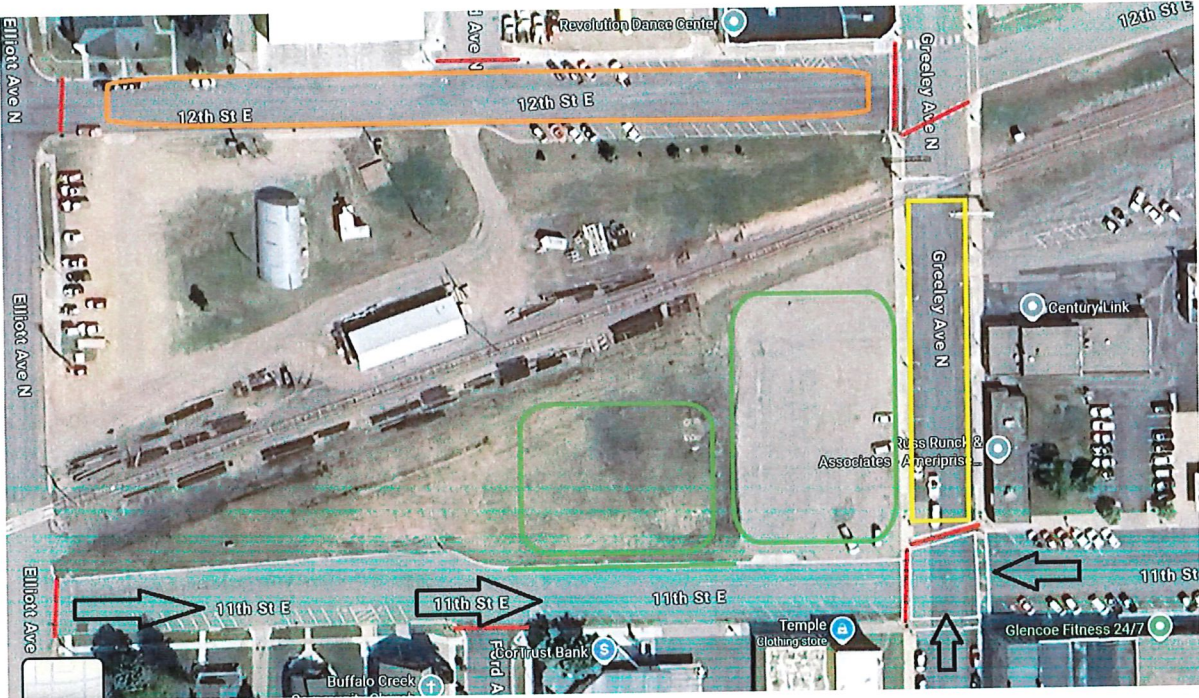
Green – Car show participants parking

Yellow – Food trucks

Red – Closed roads

Black arrows – Flow / Movement of traffic

July Map – Minn E Rods Show



- Orange – Minn E Rods pull show
- Green – Car show participants parking
- Yellow – Food trucks
- Red – Closed roads
- Black arrows – Flow / Movement of traffic



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To: Mayor and City Council

From: Brandon Frankfurth, Public Works Director

Date: February 27, 2026

Re: **Item 5A:** Municipal Separate Storm Sewer System (MS4) Public Hearing

To remain compliant with the MPCA's MS4 permit, the City is required to hold an annual public hearing that allows residents to comment on the City's stormwater plan. Additionally, educational materials will be available to the public. The MS4 permit requires public outreach, education, and opportunities for public input. This hearing will ensure the City remains compliant with these MS4 permit requirements.

The topics covered will be:

- What is an MS4?
- Why is Glencoe required to have a permit?
- Ways to improve water quality
- City MS4 initiatives

Educational materials available:

- Erosion control
- Smart salting
- IDDE education
- Good lawn care practices

GLENCOE

SMALL CITY & BIG FUTURE


MS4 Public Hearing

March 2, 2026

1

What is MS4

- ▶ **Municipal Separate Storm Sewer System**
 - ▶ Only for stormwater
 - ▶ Owned or operated by a public entity
 - ▶ A conveyance system
 - ▶ Roads
 - ▶ Curbs
 - ▶ Catch basins
 - ▶ Ditches



2

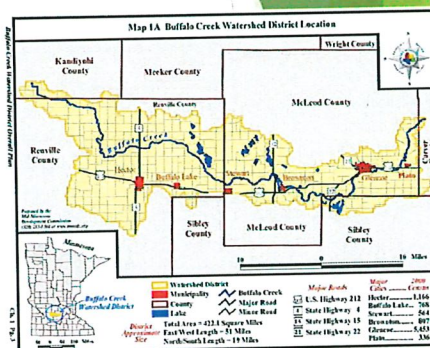
MS4 Permit and SWPPP

- ▶ **Glencoe is Regulated Under The MS4 General Permit**
 - ▶ The MS4 program's goal is to reduce stormwater pollution
 - ▶ Sediment, chemicals, oils, other pollutants
- ▶ **Entities Under The General Permit Must Develop A SWPPP**
 - ▶ Stormwater Pollution Prevention Plan
 - ▶ Guide to limiting pollution
 - ▶ Includes best practices, education, maintenance, and monitoring schedules

3

Why Does Glencoe Have an MS4 Permit

- ▶ **Designated by MPCA**
 - ▶ Population over 5,000
 - ▶ Discharge into an impaired waterway
 - ▶ Buffalo Creek
 - ▶ Has been designated as impaired by MPCA



4

How To Improve Stormwater Quality?

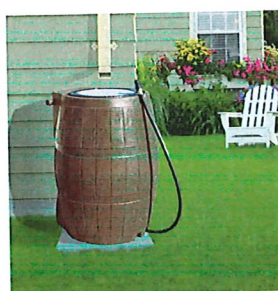
- ▶ Report illicit discharge (IDDE)
- ▶ Never dump chemicals into a storm drain
- ▶ Pick up pet waste (City Ordinance)
- ▶ Limit pollutants such as
 - ▶ Leaves
 - ▶ Grass clippings
 - ▶ Sand & gravel



5

City Initiatives

- ▶ Street Sweeping
- ▶ Adopt A Catch Basin
 - ▶ Monitor condition, remove leaves, sticks, and litter
- ▶ Rain Barrels
 - ▶ Limit runoff
 - ▶ Improve water absorption
- ▶ Public Education
 - ▶ Business outreach
 - ▶ Community outreach



6

Questions or Comments

We welcome your input on Glencoe's stormwater program

Stop in at City Hall

Located at 1107 11th St E, Glencoe, MN

Contact Brandon Frankfurth

Office: 320-864-6954

Email: bfrankfurth@ci.glencoe.mn.us

Excess Sediment and Erosion

One of the biggest threats to our water quality is soil washing into our rivers, lakes, and streams. Topsoil is an important resource for your yard; however, when the soil is lost through erosion, it becomes a pollutant called "sediment." Water flowing from your yard during rain or snowmelt carries sediments (and the pollutants that attach to them).



What's wrong with sediment?

Sediment clouds the water and reduces sunlight for the stream plants that provide habitat and oxygen for fish. Sediments fill in the spaces between rocks in stream bottoms and take away fish spawning habitat and habitat for critters that live on the bottom.



Sediments also carry other pollutants, such as nutrients, oil, and grease. Excess nutrients in water lead to nuisance algae growth.

Signs of erosion include:

- Exposed tree roots, stones, and rocks
- Formation of small gullies
- Buildup of soil in low areas
- Widening or deepening stream channels

What can you do to prevent erosion?

1. Seed or mulch any bare soil on your land. Plant roots guard the soil from raindrops and prevent erosion.
2. Choose perennials, shrubs, and trees that thrive in your soil or climate. Native plants have deeper root systems that protect soil from erosion. Check with a local nursery for information.
3. Direct downspouts onto grass or gardens.
4. Stabilize hills with trees or other plants.
5. Cover gardens with mulch or leaves over winter to protect plants and reduce erosion when snow melts.

How to Reduce Salt Use

Smart Salting

Environmentally safe alternatives to deicing salt are not yet available; however, smart salting strategies that maintain safety can help minimize chloride pollution in the City of Glencoe.

- **Shovel and scrape.** The more snow and ice you remove, the less salt is needed to be effective.
- **Use Sand for Traction.** Most salts stop working when temperatures drop below 15 degrees Fahrenheit (°F)—at that point, it's too cold for salt to be effective. Instead, use sand to improve traction. Just keep in mind that while sand can help prevent slipping, it does not melt ice.

- **Use the right amount.**

That crunch from sidewalk salt under your feet does not signify safety. People often think using more salt means more melting and safer conditions, but this is not true. Around 12 ounces—roughly a full coffee mug—effectively treats a 20-foot driveway or 10 sidewalk squares



- (about 1,000 square feet). Aim to apply salt evenly (e.g., with a spreader) and use only in critical areas. Using more than the recommended amount is simply a waste of money.
- **Sweep up visible salt on dry surfaces.** Leftover salt is no longer doing any work and will just be washed away into the City of Glencoe's waters. You can keep it to reuse later. Next time, try cutting back on the amount you use. When the correct amount of salt is used, no visible salt should remain.
 - **Wear proper footwear.** Wear shoes or boots with good traction and pay attention to where you are walking, avoiding icy spots, if possible. Take it slow and give yourself extra time to get where you're going.

Impacts of Deicing Salt Use on Receiving Waters

Snow and ice are a staple of Glencoe's winters, and that brings the winter chore of clearing pavement, sometimes with salt. But when the snow melts, or it rains, salt, which contains chloride, runs into storm drains and nearby wetlands, rivers, and groundwater. Salt is commonly over-applied, resulting in excess chloride entering the City of Glencoe's waterways and harming fish and other wildlife. Glencoe residents can stay safe while doing their part during the winter by minimizing salt use and using other tools to get the job done.

An estimated 445,000 tons of chloride-containing salt is scattered on paved surfaces across Minnesota each year. Not only does salt damage Glencoe's infrastructure and plants, but it also harms our waters. Chloride ends up in Minnesota's lakes, wetlands, rivers, and streams, and it makes its way into our groundwater. Chloride is toxic to freshwater fish and other aquatic life. In fact, some waterways have so much chloride that they have been added to the state's impaired waters list.

It only takes 1 teaspoon of salt to pollute 5 gallons of water permanently. That's right: once the chloride is in our water, it's there for good and continues to build up year after year. Chloride from deicing salt is one of the largest contributors to a growing salty water problem in Minnesota, and one of two pollutants that continue to accumulate overtime, with no practical mechanism for removal



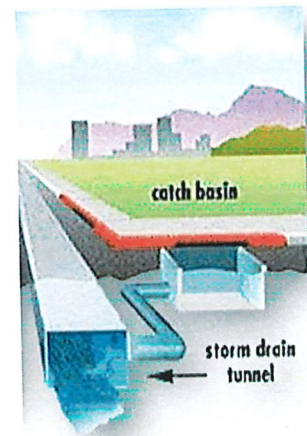
Illicit Discharge



What is illicit discharge?

Discharge to any part of the city's storm sewer system (roads, catch basins, curbs, ditches, etc.) that is not composed entirely of stormwater is considered **illicit discharge**.

Illicit discharges entering the storm sewer system contaminate stormwater and flow directly into nearby water bodies, degrading water quality and harming local flora and fauna.



Common Pollutants

- Soil, dirt, and sediment
- Paints and solvents
- Pesticides and herbicides
- Fertilizers
- Detergents
- Plaster
- Concrete compounds
- Asphalt compounds
- Petroleum products (fuel, oil, grease)
- Hazardous chemicals (acids, lime, glue, adhesive, curing compounds)

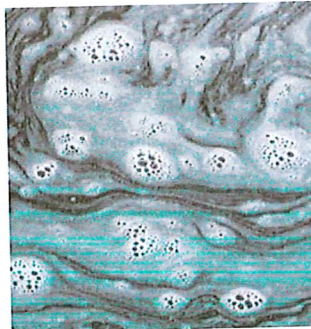
Illicit Discharge



Be on the lookout for these common illicit discharges!



Oily Sheen



Foam, Froth, Film



Grass Clippings



Paint Residue



Contractor Waste



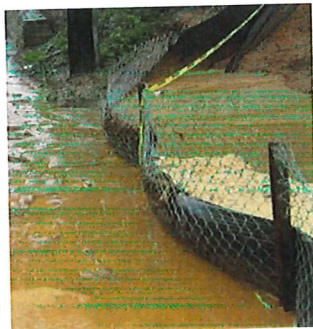
Salt



Cleaning Waste



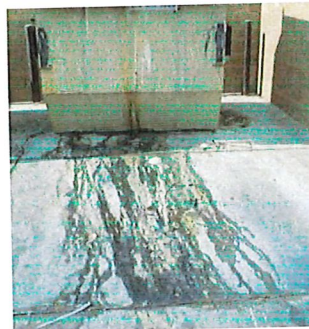
Pet Waste



Construction Site Runoff



Dumpster Compactor Leaks



Grease Container Leaks



Garbage

Herbicides, Pesticides, Fertilizer, and Lawn Care

Use fertilizers with little or no phosphorus unless a soil test determines a specific need. Phosphorus (the middle number on a fertilizer bag) should be 3% or less if you reside in greater Minnesota. Careless use of fertilizers high in phosphorus can cause runoff that pollutes nearby lakes, streams, and rivers.

Fertilize. Fall is the best time of year to fertilize your lawn. Fertilizers provide grass with nutrients for spring growth. Water 1-2 hours after fertilizer application.

Soil test. Find out what is needed by testing the soil. A soil test is a good idea, especially when concerned that a lawn may need phosphorus.



Your Lawn and Garden's Effect on the Environment

Lawn and garden maintenance can generate significant waste. In 1996, organic material, including lawn clippings, leaves, food waste, and paper, accounted for about one-sixth of Minnesota's municipal solid waste. (Yard waste has been banned from landfills here since 1992.)

In addition to the waste generated by lawn and garden maintenance, fertilizers with high levels of phosphorus and nitrogen can pollute local watersheds, including nearby lakes, streams, wetlands, and rivers.

Pesticides, insecticides, herbicides, and fungicides are used to control weeds, insects, and other pests. These chemicals are toxic to some degree and can pose a threat to people and pets if used or applied carelessly. They can also kill beneficial earthworms and organisms, disrupting the ecological balance of your lawn.

What can I do?

A healthy lawn and garden are the best way to combat weeds and pests. Overdependence on fertilizers and pesticides may be a symptom of an underlying problem in your lawn and garden.

Growing plants suited to your soil type, rainfall, and sun exposure greatly reduces the need for fertilizers and pesticides. Native plants often require less water, fertilizer, and pesticides. Consider growing plants that can provide habitat, food, water, and shelter for birds and other wildlife.

Compost Yard Waste and Other Organics

Composting is nature's way of recycling. Organic materials, such as leaves and grass, are broken down by bacteria and other organisms, providing nutrients and structure to the soil. Composting provides a free soil amendment that helps keep your lawn and garden healthy.

How to: Composting should be done in a container or structure, which can be bought at a store or made from wire, bricks, or wood. It should be at least 3 feet deep and 5 feet in diameter. Put equal parts of carbon (brown materials) and nitrogen (green materials) in your bin. Brown materials can be leaves, straw, cornstalks, and sawdust. Green materials can be grass clippings, fruit and vegetable scraps, and trimmings from your garden. Turn your compost pile frequently to help it decompose quickly.

Leave your grass clippings on the lawn. Grass clippings can provide about one application of fertilizer per year.

Use a sharp blade when mowing your lawn to reduce its disease susceptibility.

PROPER MANAGEMENT OF PET WASTE

The Problem

Animal waste may not immediately seem like a stormwater issue, but it is one of many small sources of pollution that can significantly impact water quality and even human health. Animal waste contains two primary pollutants—nutrients and pathogens—that can harm local waterways. When animal waste enters water bodies, it decomposes and releases nutrients that fuel excessive algae and weed growth, turning the water murky, green, and foul-smelling and often making it unsuitable for swimming, boating, or fishing. Additionally, the pathogens—harmful bacteria and viruses—can render waters unsafe for recreation and have been linked to severe illnesses in humans.

Animal waste doesn't just disappear, so the best way to prevent these issues is to clean up after your pet every time and dispose of the waste properly!



Be Prepared

Picking up after your pet is simple if you're prepared. Carrying a plastic bag on every walk ensures you have the necessary equipment to clean up after your dog, and disposing of the waste in the nearest trash can completes the task effortlessly. For added convenience, compact, refillable bag dispensers, such as Bags on Board®, can be attached to your dog's leash. Many parks and recreational areas also provide courtesy bags and dog-waste disposal boxes. If your favorite park doesn't have one, consider asking Glencoe to install one. Never dispose of dog waste in a storm drain.

Pet Waste at Home

For meat-eating pets like dogs, cats, and other animals, disposing of their waste in the garbage rather than a compost pile is important because the parasites, bacteria, and viruses found in their waste are not easily destroyed during composting and can pose a risk to humans.

It is common courtesy to clean up after your dog during walks, and it's also a good idea at home, as pet waste can transmit diseases through contact with soil. Children playing outside and adults who garden are particularly at risk.



The City of Glencoe ordinance requires the cleanup of pet waste as described in Chapter 7 of the City's Code of Ordinances (615)

Additional Pet Waste Management Information is located on

City of Glencoe Website under stormwater:

<https://www.glencoeil.org/departments/storm-water/>





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To: Mayor and City Council

From: Brandon Frankfurth, Public Works Director

Date: February 27, 2026

Re: **Item 6A:** Cold Planer Skid Steer Attachment

Last year, the City rented a planer attachment for the skid steer to test a different method of maintaining manholes and gate valve boxes. After the trial, we found that the planer was significantly more effective than our current method, which requires a tar saw, jackhammer attachment, and the vac truck. The planer reduces the equipment needed and lowers manpower requirements.

In addition to utility maintenance, the planer can also help us maintain roadway edges, particularly where asphalt meets the curb. This would allow more of this maintenance to be handled in-house, rather than relying on outside services.

We requested quotes from three companies: Lano of NYA, Central United Coop (CUC), and Midwest Machinery. Lano and CUC provided quotes for an 18" Bobcat planer. Midwest Machinery quoted an 18" Virnig planer, and CUC also included pricing for a 24" Bobcat planer. The lowest quote was from Lano of NYA for the 18" Bobcat planer. All companies recommended the 18" model. While the skid steer could operate a 24" planer, it would be at the upper limit of the machine's capability.

It is recommended that the Council approve the quote from Lano of NYA for the 18" Bobcat Planer at \$17,569.24.

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Councilors: At-Large Yodee Rivera, Precinct 1 Jon Dahlke, Precinct 2 Scott Maynard, Precinct 3 Paul Lemke, Precinct 4 Cory Neid



JOHN DEERE

Prepared For

Prepared By

Grant Schroeder
Midwest Machinery Co.
4561 Highway 212
GLENCOE, MN 55336
3205432170
gschroeder@mmcjd.com

Quote Id 1683601

Creation Date 26-Feb-2026

Expiration Date 12-Mar-2026

Quote Summary

| Equipment Summary | Suggested List | Selling Price | QTY In Group | Extended |
|-----------------------------|----------------|---------------|--------------|--------------------|
| Virnig PLR18-50 Cold Planer | \$29,020.00 | \$19,800.00 | 1 | \$19,800.00 |
| Virnig Wire Harness | \$350.00 | \$240.00 | 1 | \$240.00 |
| Equipment Total | | | | \$20,040.00 |
| Quote Summary | | | | |
| Total Selling Price | | | | \$20,040.00 |
| Sub-total | | | | \$20,040.00 |
| Balance Due | | | | \$20,040.00 |

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote # 1683601

Customer

QTY In Group : 1

Virnig PLR18-50 Cold Planer

Suggested List

Equipment Notes

\$29,020.00

Hours ---

Selling Price

Serial Number

\$19,800.00

Stock Number ---

PUK Parent Serial # ---

Equipment Summary

| Description | Qty | List Price | Adjusted Selling Price |
|------------------------------------|-----|--------------------|------------------------|
| Virnig PLR18-50 SKID STEER LOADERS | 1 | \$29,020.00 | \$29,020.00 |
| Total Base / Options | | \$29,020.00 | \$29,020.00 |

Customer Discounts

| Description | Discount Amount |
|-------------------------------|---------------------|
| Customer Discount | (\$9,220.00) |
| Total Discounts | (\$9,220.00) |
| Selling Price Subtotal | \$19,800.00 |
| Total Selling Price | \$19,800.00 |

\$29,020.00



JOHN DEERE

QTY In Group : 1

Virnig Wire Harness

Suggested List

Equipment Notes

\$350.00

Hours ---

Selling Price

Serial Number

\$240.00

Stock Number ---

PUK Parent Serial # ---

Equipment Summary

| Description | Qty | List Price | Adjusted Selling Price |
|-----------------------------|-----|-----------------|------------------------|
| Virnig Adapter Skid Steers | 1 | \$350.00 | \$350.00 |
| Total Base / Options | | \$350.00 | \$350.00 |

Customer Discounts

| Description | Discount Amount |
|-------------------------------|-------------------|
| Customer Discount | (\$110.00) |
| Total Discounts | (\$110.00) |
| Selling Price Subtotal | \$240.00 |
| Total Selling Price | \$350.00 |



Product Quotation
 Quotation Number: **AU1675284**
 Quote Sent Date: **Feb 26, 2026**
 Expiration Date: **Mar 28, 2026**

Your Bobcat Contact
Alex Urlaub
 Phone: +17012416372
 Email: alex.urlaub@doosan.com

Your Customer Contact

Deliver to
CITY OF GLENCOE
 1107 11TH ST E STE 107
 GLENCOE, MN, 55336-2327

Bobcat Dealer
Central United Cooperative, Lafayette,
MN
 840 PIONEER AVENUE,
 LAFAYETTE, MN, 56054

Bill to
CITY OF GLENCOE
 1107 11TH ST E STE 107
 GLENCOE, MN, 55336-2327

| Item Name | Item Number | Quantity | Price Each | Total |
|---|-------------|----------|------------|------------------|
| Planer - High Flow - 18" | 7478389 | 1 | 17,061.24 | 17,061.24 |
| Total for Planer - High Flow - 18" | | | | 17,061.24 |
| Quote Subtotal | | | | 17,061.24 |
| Dealer PDI | | | | 100.00 |
| Destination Charges | | | | 508.00 |
| Quote Total - USD | | | | 17,669.24 |

Comment: *Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer Acceptance:

Quotation Number: AU1675284

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y / N

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____



Product Quotation
 Quotation Number: **AU1675294**
 Quote Sent Date: **Feb 26, 2026**
 Expiration Date: **Mar 28, 2026**

Your Bobcat Contact
Alex Urlaub
 Phone: +17012416372
 Email: alex.urlaub@doosan.com

Your Customer Contact

Deliver to
CITY OF GLENCOE
 1107 11TH ST E STE 107
 GLENCOE, MN, 55336-2327

Bobcat Dealer
Central United Cooperative, Lafayette,
MN
 840 PIONEER AVENUE,
 LAFAYETTE, MN, 56054

Bill to
CITY OF GLENCOE
 1107 11TH ST E STE 107
 GLENCOE, MN, 55336-2327

| Item Name | Item Number | Quantity | Price Each | Total |
|---|-------------|----------|------------|------------------|
| Planer - High Flow - 24" | 7478393 | 1 | 19,660.44 | 19,660.44 |
| Total for Planer - High Flow - 24" | | | | 19,660.44 |
| Quote Subtotal | | | | 19,660.44 |
| Dealer PDI | | | | 100.00 |
| Destination Charges | | | | 587.00 |
| Quote Total - USD | | | | 20,347.44 |

Comment: *Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #020223-CEC

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Doosan Bobcat North America, Inc. Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Doosan Bobcat North America, Inc. P. O. Box 74007382, Chicago, IL 60674-7382

Customer Acceptance:

Quotation Number: AU1675294

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses

Delivery Address _____

Billing Address (if different from ship to): _____

Tax Exempt: Y / N

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____



Bobcat®

Quotation Number: **PL1673933**
 Quote Sent Date: **Feb 26, 2026**
 Expiration Date: **Mar 28, 2026**
 Prepared By: *Jake Schmidt*
 Phone: *952-693-8208*
 Email: *Jakeschmidt@lanoequipment.com*

Customer
CITY OF GLENCOE
 1107 11TH ST E STE 107
 GLENCOE, MN, 55336-2327
 Phone: +1 320 864 5184

Contact
 -

Dealer
Lano Equipment of Norwood, Norwood
Young America, MN
 1015 HWY 212 WEST,
 NORWOOD YOUNG AMERICA, MN,
 55368-0299

| Item Name | Item Number | Quantity | Price Each | Total |
|--------------------------|------------------------------------|----------|-----------------------------|------------------|
| Planer - High Flow - 18" | 7478389 | 1 | 22,449.00 | 22,449.00 |
| <i>w/ Fast cut Drum</i> | Total for Planer - High Flow - 18" | | | 22,449.00 |
| | | | Quote Subtotal | 22,449.00 |
| | | | Dealer PDI | 100.00 |
| | | | Destination Charges | 508.00 |
| | | | <i>Sourcewelll Dsicount</i> | -5,387.76 |
| | | | <i>Lano Discount</i> | -100.00 |
| | | | Sales Total before Taxes | 17,569.24 |
| | | | Taxes | 0.00 |
| | | | Quote Total - USD | 17,569.24 |

Customer Acceptance:

Quotation Number: PL1673933

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y / N



SMALL CITY  BIG FUTURE

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

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Separate Agenda Items



SMALL CITY  BIG FUTURE

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

To: Mayor and City Council
From: Mark Lemen, City Administrator
Date: March 2, 2026

RE: **Item 6B** – Award GYL Taxilane Extension Project

Item 6B: The Glencoe Airport requested bids for a taxilane extension project to begin in the spring/summer of 2026. The City received 9 bids for the project. Northern Lines Contracting submitted the low bid at \$462,573.75.

The City's portion of the project is \$14,028.38. It is recommended that the taxilane extension project be awarded to Northern Lines Contracting.



Building a Better World
for All of Us®

February 25, 2026

RE: Glencoe Municipal Airport
Recommendation of Award – 2026 GYL
New Taxilane and Taxilane Extension
SEH No. GLENC 182486 6.00

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

PROJECT SCOPE

Competitive bids were received for the 2026 GYL New Taxilane and Taxilane Extension project, which includes the construction of two taxilanes, stormwater basin expansion, ditch grading, and site preparation for a future hangar building at the Glencoe Municipal Airport.

BID RESULTS

On Tuesday, February 24, 2026, SEH accepted nine bids on behalf of the City of Glencoe for the 2026 GYL New Taxilane and Taxilane Extension project. The bids ranged from a high of \$697,380.00 to a low of \$462,533.75. The Engineer’s Estimate was \$685,037.50. The low bid was submitted by Northern Lines Contracting, of Hanover, MN in the amount of \$462,533.75. Below is a summary of the results and a complete bid tabulation is attached.

| Contractor | Total Bid |
|-------------------------------------|------------------|
| Northern Lines Contracting | \$462,533.75 |
| R & R Excavating, Inc. | \$501,817.68 |
| MSB Excavating & Tiling LLC | \$543,717.00 |
| The Mathiowetz Construction Company | \$581,632.93 |
| Ashwill Companies | \$593,566.32 |
| Minger Construction Co. Inc. | \$605,406.00 |
| Duininck, Inc. | \$624,492.00 |
| Knife River Corporation | \$653,896.50 |
| Land Pride Construction LLC | \$697,380.00 |
| Engineer's Estimate | (\$685,037.50) |

SEH RECOMMENDATION

Based on the outcome of the bids, reliance on our experience with Northern Lines Contracting, and the additional project references and qualification information provided by Northern Lines Contracting post bidding, we have determined that 1) they have a sufficient understanding of the project and equipment to perform the construction for which it bid; and 2) according to their bonding agent they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work. The additional project references and qualification information is included as an attachment to this packet.

Engineers | Architects | Planners | Scientists

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

320.587.7341 | 800.838.8666 | 888.908.8166 fax | sehinc.com

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

Accordingly, SEH recommends that the 2026 GYL New Taxilane and Taxilane Extension project be awarded to Northern Lines Contracting in the amount of \$462,533.75, contingent upon receipt of the FAA grant.

PROJECT COST SUMMARY:

The table below summarizes the anticipated overall project cost of the components of the project:

| Description | Project Costs |
|---|----------------------|
| Construction Administration and Construction Observation (SEH) | \$ 97,600.00 |
| Construction (Northern Lines Contracting) | \$ 462,533.75 |
| Estimated Administrative Expenses (City of Glencoe) | \$ 1,000.00 |
| Total | \$ 561,133.75 |

Below is a breakdown of the estimated federal, state, and local funding needed to complete this project. It is anticipated that the FAA will fund the project at 95%, and the state will match an additional 2.5%. The remaining 2.5% will need to be funded locally.

| Description | Project Costs | FAA (95%) | State (2.5%) | Local (2.5%) |
|---|----------------------|----------------------|---------------------|---------------------|
| Construction Administration and Construction Observation (SEH) | \$ 97,600.00 | \$ 92,720.00 | \$ 2,440.00 | \$ 2,440.00 |
| Construction (Northern Lines Contracting) | \$ 462,533.75 | \$ 439,407.06 | \$ 11,563.34 | \$ 11,563.35 |
| Estimated Administrative Expenses (City of Glencoe) | \$ 1,000.00 | \$ 950.00 | \$ 25.00 | \$ 25.00 |
| Total | \$ 561,133.75 | \$ 533,077.06 | \$ 14,028.34 | \$ 14,028.35 |
| Total (Adjusted) | \$ 561,133.75 | \$ 533,077.00 | \$ 14,028.37 | \$ 14,028.38 |

This project is anticipated to be funded by two federal grant programs, the Airport Improvement Grant (AIG) program, which is part of the Infrastructure Investment and Jobs Act (IIJA), and the Airport Improvement Program (AIP). Glencoe Municipal Airport's current AIG funding balance is \$140,824 and the AIP funding balance is \$348,006, for a total federal balance of \$488,830. Combined this is less than the \$533,077 needed to federally fund this project.

For the FY26 AIG grant, we intend to request that the remaining balance of this fund cover roughly 32% of the construction cost. The construction work is eligible for federal funding at 95% (\$140,824.00) and for state funding at 2.5% (\$3,706.00). The remaining 2.5% (\$3,706.00) will need to be covered with local funds.

| FFY26 AIG | Allocated Project Costs | FAA (95%) | State (2.5%) | Local (2.5%) |
|---|-------------------------|----------------------|--------------------|--------------------|
| Construction (Northern Lines Contracting) (32.0487% AIG) | \$ 148,236.00 | \$ 140,824.20 | \$ 3,705.90 | \$ 3,705.90 |
| Total | \$ 148,236.00 | \$ 140,824.20 | \$ 3,705.90 | \$ 3,705.90 |
| Total (Adjusted) | \$ 148,236.00 | \$ 140,824.00 | \$ 3,706.00 | \$ 3,706.00 |

For the FY26 AIP grant, we intend to request that this program cover the remaining balance of the project cost (\$412,897.75). This would include the remaining roughly 68% of the construction cost, the construction administration and construction observation cost, and any administrative expenses incurred by the City. The components are eligible for federal funding at 95% (\$392,252.00) and for state funding at 2.5% (\$10,322.87). The remaining 2.5% (\$10,322.88) will need to be covered with local funds.

Since your current AIP balance of \$348,006 is not sufficient to cover the full federal balance, **in discussion with the City of Glencoe and the FAA, the airport will be reaching out to another community to request an AIP Entitlement Transfer (transfer of additional federal funds) to cover the federal balance of this project.**

| FFY26 AIP | Allocated Project Costs | FAA (95%) | State (2.5%) | Local (2.5%) |
|--|-------------------------|----------------------|---------------------|---------------------|
| Construction Administration and Construction Observation (SEH) | \$ 97,600.00 | \$ 92,720.00 | \$ 2,440.00 | \$ 2,440.00 |
| Construction (Northern Lines Contracting) (67.9513% AIP) | \$ 314,297.75 | \$ 298,582.86 | \$ 7,857.44 | \$ 7,857.45 |
| Estimated Administrative Expenses (City of Glencoe) | \$ 1,000.00 | \$ 950.00 | \$ 25.00 | \$ 25.00 |
| Total | \$ 412,897.75 | \$ 392,252.86 | \$ 10,322.44 | \$ 10,322.45 |
| Total (Adjusted) | \$ 412,897.75 | \$ 392,252.00 | \$ 10,322.87 | \$ 10,322.88 |

FUNDING SHARE SUMMARY:

To complete this project, we estimate the need for \$533,076 of federal funding, \$14,028.87 of state funding, and \$14,028.88 in local funding (totaling \$561,133.75). The table below summarizes the proposed funding share breakdown:

| | Federal Share | State Share | Local Share |
|--|----------------------|---------------------|---------------------|
| Federally Eligible Costs | | | |
| FY26 AIG (95% federal, 2.5% state, 2.5% local) | \$ 140,824.00 | \$ 3,706.00 | \$ 3,706.00 |
| FY26 AIP (95% federal, 2.5% state, 2.5% local) | \$ 392,252.00 | \$ 10,322.87 | \$ 10,322.88 |
| Total | \$ 533,076.00 | \$ 14,028.87 | \$ 14,028.88 |

Sincerely,



Adinda Van Espen, PE (Lic. MN, FL, AL, WY, TX, ID, OR, NY, CA, OH, WI)
 Project Manager

Attachments: Bid Tabulation and Contractor Qualification Packet



TABULATION OF BIDS

GYL New Taxlane and Taxline Extension
 Glencoe Municipal Airport
 SEH No.: GLENC 182486
 Bid Date: Tuesday, February 24, 2026, at 10:00 a.m.

| Item No. | Item | Unit | Est. Quantity | Engineer's Estimate | | Northern Lines Contracting | | R & R Excavating, Inc. | | MSB Excavating & Tilling LLC | | The Mathowetz Construction Comp | |
|------------------------|---|------|---------------|---------------------|---------------------|----------------------------|---------------------|------------------------|---------------------|------------------------------|---------------------|---------------------------------|---------------------|
| | | | | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| C-105 | MOBILIZATION | LS | 1 | \$62,000.00 | \$62,000.00 | \$25,000.00 | \$25,000.00 | \$27,382.34 | \$27,382.34 | \$35,000.00 | \$35,000.00 | \$57,518.64 | \$57,518.64 |
| 40-05 | MAINTENANCE & RESTORATION OF HAUL ROADS | LS | 1 | \$1,500.00 | \$1,500.00 | \$1.00 | \$1.00 | \$9.49 | \$9.49 | \$25,000.00 | \$25,000.00 | \$1.00 | \$1.00 |
| 50-07 | CONSTRUCTION LAYOUT AND STAKING | LS | 1 | \$5,000.00 | \$5,000.00 | \$16,600.00 | \$16,600.00 | \$5,000.00 | \$5,000.00 | \$9,000.00 | \$9,000.00 | \$13,000.00 | \$13,000.00 |
| 70-08 | TRAFFIC PROVISIONS/AIRPORT SECURITY & | LS | 1 | \$3,500.00 | \$3,500.00 | \$5,125.00 | \$5,125.00 | \$2,844.65 | \$2,844.65 | \$6,000.00 | \$6,000.00 | \$17,950.00 | \$17,950.00 |
| 2573.501 | ROCK CONSTRUCTION ENTRANCE PAD | EA | 1 | \$2,000.00 | \$2,000.00 | \$1,400.00 | \$1,400.00 | \$3,121.92 | \$3,121.92 | \$3,000.00 | \$3,000.00 | \$100.00 | \$100.00 |
| 2573.503 | SILT FENCE, TYPE MACHINE SLICED | LF | 2000 | \$3.75 | \$7,500.00 | \$3.25 | \$6,500.00 | \$2.50 | \$5,000.00 | \$2.10 | \$4,200.00 | \$2.10 | \$4,200.00 |
| 2573.503 | SEDIMENT CONTROL LOG, TYPE WOOD FIBER | LF | 2200 | \$3.50 | \$7,700.00 | \$2.95 | \$6,490.00 | \$3.05 | \$6,710.00 | \$2.75 | \$6,060.00 | \$2.85 | \$6,270.00 |
| 2575.504 | EROSION CONTROL BLANKETS, CATEGORY 3N | SY | 4130 | \$1.75 | \$7,227.50 | \$1.70 | \$7,021.00 | \$1.39 | \$5,740.70 | \$2.00 | \$8,260.00 | \$1.55 | \$6,401.50 |
| 2104.503 | REMOVE 4" PIPE DRAIN (INCLUDING DISCHARGE | LF | 970 | \$15.00 | \$14,550.00 | \$7.00 | \$6,790.00 | \$1.38 | \$1,338.60 | \$5.00 | \$4,850.00 | \$8.17 | \$7,924.90 |
| 2104.503 | SAVING BITUMINOUS PAVEMENT (FULL DEPTH) | LF | 210 | \$2.00 | \$420.00 | \$1.05 | \$210.00 | \$5.93 | \$1,245.30 | \$2.50 | \$525.00 | \$1.95 | \$409.50 |
| P-152 | UNCLASSIFIED EXCAVATION (EV) | CY | 6100 | \$20.00 | \$122,000.00 | \$10.00 | \$61,000.00 | \$33.82 | \$204,720.00 | \$11.10 | \$67,710.00 | \$11.90 | \$72,590.00 |
| P-152 | SUBGRADE OVER-EXCAVATION (EV) | CY | 200 | \$50.00 | \$10,000.00 | \$20.00 | \$4,000.00 | \$10.65 | \$78,810.00 | \$7.00 | \$14,000.00 | \$0.94 | \$8,414.00 |
| P-152 | DRAINAGE EXCAVATION (EV) | CY | 7400 | \$25.00 | \$185,000.00 | \$10.00 | \$74,000.00 | \$19.90 | \$147,000.00 | \$5.00 | \$37,000.00 | \$50.16 | \$371,880.00 |
| P-152 | SUBGRADE PREPARATION | SY | 3000 | \$1.50 | \$4,500.00 | \$1.40 | \$4,200.00 | \$39.22 | \$117,660.00 | \$1.96 | \$3,920.00 | \$25.78 | \$206,240.00 |
| P-152 | MUCK EXCAVATION | CY | 50 | \$25.00 | \$1,250.00 | \$20.00 | \$1,000.00 | \$0.02 | \$16.00 | \$38.35 | \$1,917.50 | \$30.60 | \$1,530.00 |
| P-152 | IMPORTED SUITABLE BORROW MATERIAL (CV) | CY | 800 | \$35.00 | \$28,000.00 | \$0.01 | \$8.00 | \$122.47 | \$98,472.00 | \$20.00 | \$16,000.00 | \$3.00 | \$6,000.00 |
| P-152 | SELECT GRANULAR BORROW (CV) | CY | 4050 | \$22.00 | \$89,100.00 | \$25.85 | \$104,892.50 | \$30.24 | \$122,472.00 | \$3.00 | \$9,150.00 | \$4.27 | \$33,285.00 |
| P-154 | SELECT GRANULAR BORROW (CV) | SY | 2130 | \$3.50 | \$7,455.00 | \$2.50 | \$5,325.00 | \$3.87 | \$8,243.10 | \$35.50 | \$75,525.00 | \$59.47 | \$126,645.00 |
| 2211.507 | AGGREGATE BASE COURSE (CV), CLASS 5 | CY | 390 | \$35.00 | \$13,650.00 | \$47.00 | \$18,330.00 | \$56.30 | \$21,957.00 | \$6.15 | \$2,395.50 | \$5.00 | \$1,950.00 |
| 2357.506 | BITUMINOUS TACK COAT | GAL | 90 | \$4.00 | \$360.00 | \$5.25 | \$472.50 | \$5.00 | \$450.00 | \$6.15 | \$553.50 | \$5.00 | \$450.00 |
| 2360.503 | BITUMINOUS WEAR COURSE MIXTURE (PG 58-28) | TON | 300 | \$120.00 | \$36,000.00 | \$91.55 | \$27,465.00 | \$87.18 | \$26,154.00 | \$200.00 | \$60,000.00 | \$87.18 | \$26,154.00 |
| 2531.503 | 18" CONCRETE VALLEY GUTTER | LF | 140 | \$50.00 | \$7,000.00 | \$45.00 | \$6,300.00 | \$60.10 | \$8,414.00 | \$45.00 | \$6,300.00 | \$50.00 | \$7,000.00 |
| P-620 | PAVEMENT MARKINGS (YELLOW) | SF | 280 | \$10.00 | \$2,800.00 | \$6.00 | \$1,680.00 | \$2.75 | \$770.00 | \$6.00 | \$1,680.00 | \$5.20 | \$1,456.00 |
| 2574.507 | TURF ESTABLISHMENT - NON-BASIN AREAS | AC | 3 | \$3,000.00 | \$9,000.00 | \$4,335.00 | \$13,005.00 | \$4,850.00 | \$14,550.00 | \$9,024.00 | \$27,072.00 | \$4,520.00 | \$13,560.00 |
| 2574.507 | TURF ESTABLISHMENT - BASIN/DRAINAGE AREA | AC | 3 | \$4,000.00 | \$12,000.00 | \$6,050.00 | \$18,150.00 | \$4,850.00 | \$14,550.00 | \$10,050.00 | \$30,150.00 | \$4,520.00 | \$13,560.00 |
| 2574.507 | SELECT TOPSOIL BORROW (CV) | CY | 50 | \$55.00 | \$2,750.00 | \$45.00 | \$2,250.00 | \$53.47 | \$2,673.50 | \$40.00 | \$2,000.00 | \$15.00 | \$750.00 |
| D-705 | 4" PERFORATED PVC PIPE DRAIN | LF | 280 | \$25.00 | \$7,000.00 | \$25.00 | \$7,000.00 | \$33.87 | \$9,483.60 | \$24.35 | \$6,818.00 | \$73.48 | \$20,574.40 |
| D-705 | 4" NON-PERFORATED PVC PIPE DRAIN (SDR40)(NOT | LF | 316 | \$7,000.00 | \$2,212.00 | \$20.00 | \$6,320.00 | \$18.10 | \$5,719.60 | \$18.50 | \$5,846.00 | \$16.94 | \$5,353.04 |
| D-705 | PRECAST CONCRETE HEADWALL | EA | 2 | \$1,500.00 | \$3,000.00 | \$530.00 | \$1,060.00 | \$1,237.42 | \$2,474.84 | \$2,000.00 | \$4,000.00 | \$625.74 | \$1,251.48 |
| D-705 | PIPE DRAIN CLEANOUT | EA | 1 | \$450.00 | \$450.00 | \$200.00 | \$200.00 | \$518.75 | \$518.75 | \$500.00 | \$500.00 | \$719.36 | \$15,438.72 |
| D-751 | PIPE DRAIN INSPECTION PIT | EA | 2 | \$4,000.00 | \$8,000.00 | \$7,000.00 | \$14,000.00 | \$7,828.59 | \$15,657.18 | \$4,000.00 | \$8,000.00 | \$4,000.00 | \$8,000.00 |
| Spec | INSTALL SIGN | EA | 1 | \$1,500.00 | \$1,500.00 | \$2,650.00 | \$2,650.00 | \$9,178.61 | \$9,178.61 | \$1,700.00 | \$1,700.00 | \$1,450.00 | \$1,450.00 |
| L-108 | PULL BACK AND RE-INSTALL MRL, PAPI, | LS | 1 | \$3,000.00 | \$3,000.00 | \$1,365.00 | \$4,725.00 | \$1,700.00 | \$5,425.00 | \$1,450.00 | \$4,280.00 | \$650.00 | \$1,300.00 |
| L-108 | SALVAGE AND RE-INSTALL ELECTRICAL HAND HOLE | EA | 2 | \$1,000.00 | \$2,000.00 | \$4.75 | \$9.50 | \$2.75 | \$5.50 | \$962.50 | \$2.95 | \$5.90 | \$11.80 |
| L-108 | NO. 6 AWG, 600 V INSULATED, INSTALLED IN DUCT | LF | 350 | \$2.50 | \$875.00 | \$4.75 | \$1,662.50 | \$2.75 | \$962.50 | \$115.00 | \$40,250.00 | \$42.00 | \$14,700.00 |
| L-110 | ELECTRICAL DUCT BANK, 2-CELL (3" GRS DUCT | LF | 75 | \$120.00 | \$9,000.00 | \$57.75 | \$4,331.25 | \$71.00 | \$5,325.00 | \$115.00 | \$8,625.00 | \$42.00 | \$3,150.00 |
| TOTAL BID PRICE | | | | | \$885,037.50 | | \$462,533.75 | | \$501,817.68 | | \$543,717.00 | | \$581,632.93 |



TABULATION OF BIDS

GYL New Taxlane and Taxline Extension
 Glencoe Municipal Airport
 SEH No.: GLENC 182486
 Bid Date: Tuesday, February 24, 2026, at 10:00 a.m.

| Item No. | Item | Unit | Est. Quantity | Ashwill Companies | | Minger Construction Co. Inc. | | Dulnick, Inc. | | Kritze River Corporation | | Land Pride Construction LLC | |
|------------------------|---|------|---------------|-------------------|---------------------|------------------------------|---------------------|---------------|---------------------|--------------------------|---------------------|-----------------------------|---------------------|
| | | | | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| C-105 | MOBILIZATION | LS | 1 | \$11,050.00 | \$11,050.00 | \$46,000.00 | \$46,000.00 | \$26,800.00 | \$26,800.00 | \$52,000.00 | \$52,000.00 | \$44,000.00 | \$44,000.00 |
| 40-05 | MAINTENANCE & RESTORATION OF HAUL ROADS | LS | 1 | \$5,540.00 | \$5,540.00 | \$6,850.00 | \$6,850.00 | \$10,000.00 | \$10,000.00 | \$1.00 | \$1.00 | \$5,000.00 | \$5,000.00 |
| 50-07 | CONSTRUCTION LAYOUT AND STAKING | LS | 1 | \$17,380.00 | \$17,380.00 | \$7,250.00 | \$7,250.00 | \$20,600.00 | \$20,600.00 | \$8,000.00 | \$8,000.00 | \$20,000.00 | \$20,000.00 |
| 70-08 | TRAFFIC PROVISIONS/AIRPORT SECURITY & | LS | 1 | \$5,000.00 | \$5,000.00 | \$2,175.00 | \$2,175.00 | \$31,900.00 | \$31,900.00 | \$4,500.00 | \$4,500.00 | \$4,000.00 | \$4,000.00 |
| 2573.501 | ROCK CONSTRUCTION ENTRANCE PAD | EA | 1 | \$2,895.00 | \$2,895.00 | \$4,200.00 | \$4,200.00 | \$1,450.00 | \$1,450.00 | \$2,500.00 | \$2,500.00 | \$2,000.00 | \$2,000.00 |
| 2573.503 | SILT FENCE, TYPE MACHINE SLIGED | LF | 2000 | \$1.90 | \$3,800.00 | \$2.00 | \$4,000.00 | \$3.30 | \$6,600.00 | \$2.15 | \$4,300.00 | \$3.00 | \$6,000.00 |
| 2573.503 | SEDIMENT CONTROL LOG, TYPE WOOD FIBER | LF | 2200 | \$2.47 | \$5,434.00 | \$2.50 | \$5,500.00 | \$4.00 | \$8,800.00 | \$2.85 | \$6,270.00 | \$3.50 | \$7,700.00 |
| 2575.504 | EROSION CONTROL BLANKETS, CATEGORY 3N | SY | 4130 | \$1.24 | \$5,121.20 | \$1.90 | \$7,847.00 | \$1.80 | \$7,434.00 | \$10.00 | \$9,700.00 | \$8.00 | \$7,760.00 |
| 2104.503 | REMOVE 4" PIPE DRAIN (INCLUDING DISCHARGE | LF | 970 | \$14.03 | \$13,609.10 | \$5.00 | \$4,850.00 | \$0.80 | \$776.00 | \$3.35 | \$703.50 | \$5.00 | \$1,260.00 |
| 2104.503 | SAWING BITUMINOUS PAVEMENT (FULL DEPTH) | LF | 210 | \$5.29 | \$1,110.90 | \$2.15 | \$451.50 | \$6.60 | \$1,386.00 | \$19.50 | \$4,155.00 | \$20.00 | \$4,200.00 |
| P-152 | UNCLASSIFIED EXCAVATION (EV) | CY | 6100 | \$18.37 | \$112,057.00 | \$20.00 | \$122,000.00 | \$11.90 | \$72,590.00 | \$19.50 | \$118,950.00 | \$20.00 | \$122,000.00 |
| P-152 | SUBGRADE OVER-EXCAVATION (EV) | CY | 200 | \$17.74 | \$3,548.00 | \$54.75 | \$10,950.00 | \$15.50 | \$3,100.00 | \$27.70 | \$5,540.00 | \$20.00 | \$4,000.00 |
| P-152 | DRAINAGE EXCAVATION (EV) | CY | 7400 | \$19.00 | \$140,800.00 | \$13.00 | \$96,200.00 | \$5.10 | \$37,740.00 | \$14.00 | \$103,600.00 | \$20.00 | \$148,000.00 |
| P-152 | MUCK EXCAVATION | CY | 3000 | \$4.17 | \$12,510.00 | \$1.85 | \$5,550.00 | \$2.30 | \$6,900.00 | \$2.75 | \$8,250.00 | \$10.00 | \$30,000.00 |
| P-152 | IMPORTED SUITABLE BORROW MATERIAL (CV) | CY | 800 | \$20.16 | \$16,128.00 | \$35.50 | \$28,400.00 | \$19.50 | \$15,600.00 | \$34.65 | \$27,720.00 | \$30.00 | \$24,000.00 |
| P-154 | SELECT GRANULAR BORROW (CV) | CY | 4050 | \$25.52 | \$103,356.00 | \$27.25 | \$110,362.50 | \$38.60 | \$156,330.00 | \$39.00 | \$157,950.00 | \$30.00 | \$121,500.00 |
| 2105.504 | GEOTEXTILE FABRIC, MINDOT TYPE 7 | SY | 2130 | \$2.87 | \$6,113.10 | \$2.65 | \$5,644.50 | \$3.80 | \$8,094.00 | \$2.85 | \$6,070.50 | \$5.00 | \$10,650.00 |
| 2211.507 | AGGREGATE BASE COURSE (CV), CLASS 5 | CY | 390 | \$34.98 | \$13,642.20 | \$50.00 | \$19,500.00 | \$63.90 | \$24,921.00 | \$49.00 | \$19,110.00 | \$37.00 | \$14,430.00 |
| 2357.506 | BITUMINOUS TACK COAT | GAL | 90 | \$5.50 | \$495.00 | \$5.50 | \$495.00 | \$3.70 | \$333.00 | \$2.50 | \$225.00 | \$6.00 | \$540.00 |
| 2360.509 | BITUMINOUS WEAR COURSE MIXTURE (PG 58-28) | TON | 300 | \$95.90 | \$28,770.00 | \$97.00 | \$29,100.00 | \$150.00 | \$45,000.00 | \$117.00 | \$35,100.00 | \$123.00 | \$36,900.00 |
| 2531.503 | 18" CONCRETE VALLEY GUTTER | LF | 140 | \$58.63 | \$8,208.20 | \$44.50 | \$6,230.00 | \$52.30 | \$7,322.00 | \$5.20 | \$1,456.00 | \$15.00 | \$4,200.00 |
| 2574.507 | TURF ESTABLISHMENT - NON-BASIN AREAS | AC | 3 | \$6,645.00 | \$19,935.00 | \$2,900.00 | \$8,700.00 | \$6,000.00 | \$18,000.00 | \$4,520.00 | \$13,560.00 | \$4,950.00 | \$14,850.00 |
| 2574.507 | TURF ESTABLISHMENT - BASIN/DRAINAGE AREA | AC | 3 | \$0.00 | \$0.00 | \$2,900.00 | \$8,700.00 | \$7,000.00 | \$23,100.00 | \$4,520.00 | \$13,560.00 | \$4,950.00 | \$14,850.00 |
| 2574.507 | SELECT TOPSOIL BORROW (CV) | CY | 50 | \$42.58 | \$2,129.00 | \$52.75 | \$2,637.50 | \$67.50 | \$3,375.00 | \$57.00 | \$2,850.00 | \$45.00 | \$2,250.00 |
| D-705 | 4" NON-PERFORATED PVC PIPE DRAIN | LF | 280 | \$30.18 | \$8,450.40 | \$138.50 | \$38,780.00 | \$24.50 | \$6,860.00 | \$23.50 | \$6,580.00 | \$25.00 | \$7,000.00 |
| D-705 | 4" PERFORATED PVC PIPE DRAIN (SDR40)(NOT | LF | 316 | \$27.22 | \$8,601.52 | \$20.25 | \$6,399.00 | \$22.00 | \$6,952.00 | \$17.50 | \$5,530.00 | \$25.00 | \$7,875.00 |
| D-705 | PRECAST CONCRETE HEADWALL | EA | 2 | \$753.00 | \$1,506.00 | \$595.00 | \$1,190.00 | \$725.00 | \$1,450.00 | \$710.00 | \$1,420.00 | \$500.00 | \$1,000.00 |
| D-705 | PIPE DRAIN CLEANOUT | EA | 1 | \$715.00 | \$715.00 | \$528.00 | \$528.00 | \$265.00 | \$265.00 | \$885.00 | \$885.00 | \$500.00 | \$500.00 |
| D-751 | PIPE DRAIN INSPECTION PIT | EA | 2 | \$5,591.00 | \$11,182.00 | \$10,600.00 | \$10,600.00 | \$7,400.00 | \$14,800.00 | \$3,910.00 | \$7,820.00 | \$500.00 | \$1,000.00 |
| Spec | INSTALL SIGN | EA | 1 | \$2,306.00 | \$2,306.00 | \$2,340.00 | \$2,340.00 | \$2,750.00 | \$2,750.00 | \$2,100.00 | \$2,100.00 | \$2,300.00 | \$2,300.00 |
| L-108 | PULL BACK AND RE-INSTALL MIRL, PAPI, | LS | 1 | \$2,584.00 | \$2,584.00 | \$1,900.00 | \$1,900.00 | \$3,000.00 | \$3,000.00 | \$2,304.00 | \$2,304.00 | \$2,500.00 | \$2,500.00 |
| L-108 | SALVAGE AND RE-INSTALL ELECTRICAL HAND HOLE | EA | 2 | \$1,089.00 | \$2,178.00 | \$808.00 | \$1,616.00 | \$1,300.00 | \$2,600.00 | \$980.00 | \$1,960.00 | \$1,090.00 | \$2,180.00 |
| L-108 | NO. 6 AWG, 600 V INSULATED, INSTALLED IN DUCT | LF | 350 | \$2.81 | \$983.50 | \$3.00 | \$1,050.00 | \$3.30 | \$1,155.00 | \$2.60 | \$990.00 | \$3.00 | \$1,050.00 |
| L-110 | ELECTRICAL DUCT BANK, 2-CELL (3" GRS DUCT | LF | 75 | \$107.80 | \$8,085.00 | \$79.00 | \$5,925.00 | \$130.00 | \$9,750.00 | \$98.00 | \$7,350.00 | \$105.00 | \$7,875.00 |
| TOTAL BID PRICE | | | | | \$593,566.32 | | \$605,406.00 | | \$624,492.00 | | \$653,896.50 | | \$697,380.00 |

GYL Funding Plan

| Description | Project Costs |
|--|----------------------|
| Construction Administration and Construction Observation (SEH) | \$ 97,600.00 |
| Construction (Northern Lines Contracting) | \$ 462,533.75 |
| Estimated Administrative Expenses (City of Glencoe) | \$ 1,000.00 |
| Total | \$ 561,133.75 |

| Description | Project Costs | FAA (95%) | State (2.5%) | Local (2.5%) |
|--|----------------------|----------------------|---------------------|---------------------|
| Construction Administration and Construction Observation (SEH) | \$ 97,600.00 | \$ 92,720.00 | \$ 2,440.00 | \$ 2,440.00 |
| Construction (Northern Lines Contracting) | \$ 462,533.75 | \$ 439,407.06 | \$ 11,563.34 | \$ 11,563.35 |
| Estimated Administrative Expenses (City of Glencoe) | \$ 1,000.00 | \$ 950.00 | \$ 25.00 | \$ 25.00 |
| Total | \$ 561,133.75 | \$ 533,077.06 | \$ 14,028.34 | \$ 14,028.35 |
| Total (Adjusted) | \$ 561,133.75 | \$ 533,077.00 | \$ 14,028.37 | \$ 14,028.38 |

| FFY26 AIG | Allocated Project Costs | FAA (95%) | State (2.5%) | Local (2.5%) |
|--|-------------------------|----------------------|--------------------|--------------------|
| Construction (Northern Lines Contracting) (32.0487% AIG) | \$ 148,236.00 | \$ 140,824.20 | \$ 3,705.90 | \$ 3,705.90 |
| Total | \$ 148,236.00 | \$ 140,824.20 | \$ 3,705.90 | \$ 3,705.90 |
| Total (Adjusted) | \$ 148,236.00 | \$ 140,824.00 | \$ 3,706.00 | \$ 3,706.00 |

| FFY26 AIP | Allocated Project Costs | FAA (95%) | State (2.5%) | Local (2.5%) |
|--|-------------------------|----------------------|---------------------|---------------------|
| Construction Administration and Construction Observation (SEH) | \$ 97,600.00 | \$ 92,720.00 | \$ 2,440.00 | \$ 2,440.00 |
| Construction (Northern Lines Contracting) (67.9513% AIP) | \$ 314,297.75 | \$ 298,582.86 | \$ 7,857.44 | \$ 7,857.45 |
| Estimated Administrative Expenses (City of Glencoe) | \$ 1,000.00 | \$ 950.00 | \$ 25.00 | \$ 25.00 |
| Total | \$ 412,897.75 | \$ 392,252.86 | \$ 10,322.44 | \$ 10,322.45 |
| Total (Adjusted) | \$ 412,897.75 | \$ 392,252.00 | \$ 10,322.87 | \$ 10,322.88 |

| Federally Eligible Costs | Federal Share | State Share | Local Share |
|--|----------------------|---------------------|---------------------|
| FY26 AIG (95% federal, 2.5% state, 2.5% local) | \$ 140,824.00 | \$ 3,706.00 | \$ 3,706.00 |
| FY26 AIP (95% federal, 2.5% state, 2.5% local) | \$ 392,252.00 | \$ 10,322.87 | \$ 10,322.88 |
| Total | \$ 533,076.00 | \$ 14,028.87 | \$ 14,028.88 |



SMALL CITY & BIG FUTURE

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

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Separate Agenda Items

Mayor: Mark Hueser **City Administrator:** Mark Lemen
Councilors: At-Large Yodee Rivera, Precinct 1 Jon Dahlke, Precinct 2 Scott Maynard, Precinct 3 Paul Lemke, Precinct 4 Cory Neid



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GLENCOE

SMALL CITY & BIG FUTURE

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

To: Mayor and City Council

From: Brandon Frankfurth, Public Works Director

Date: February 27, 2026

Re: **Item 6C:** Airport Grant Application for Fuel System Repair

The airport's fueling system is equipped with a fuel level monitor that is critical for maintaining regulatory compliance. This monitor is no longer functional and is too old to be repaired. It is used both to track fuel transactions and to ensure there are no fuel leaks in the system. The system is required by the Commerce Department for accurate fuel tracking and by the MPCA for leak detection.

SEH contacted the State to inquire about available funding and confirmed that funding is available under the same grant program previously considered when evaluating a full fuel system replacement.

The grant requires a 60/40 cost split with the State for the repair. The quote from O'Day for the repair is \$14,898.55, with the City's portion totaling \$5,959.42.

It is recommended that the Council approve the fuel system repair grant application.

Mayor: Mark Hueser **City Administrator:** Mark Lemen
Councillors: At-Large Yodee Rivera, Precinct 1 Jon Dahlke, Precinct 2 Scott Maynard, Precinct 3 Paul Lemke, Precinct 4 Cory Neid



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February 9, 2026

Attn: Mark
 Glencoe Municipal Airport
 9902 Dairy Ave
 Glencoe, MN 55336

Glencoe-Glencoe Airport ATG Version 1.0 27326

Dear Glencoe, Municipal Airport,

We are pleased to provide the following proposal for Glencoe-Glencoe Airport ATG at Glencoe Municipal Airport located at 9902 Dairy Ave in Glencoe, MN.

Overview

O'Day Equipment will provide an electrical subcontractor for the required work on this project. O'Day electrical subcontractor will disconnect electrical to the current tank monitor and fuel tank. O'Day Equipment will remove the current tank monitor and tank probe. O'Day will install a new EVO One tank monitor and in-tank probe. O'Day's electrical subcontractor will reconnect electrical to new tank monitor and tank probe. An O'Day technician will test the newly installed equipment for proper operation.

Equipment

Tank Monitor

- Qty (1) EVO One Fuel Management System
 - Electronic Line Leak Detection
 - Probe
 - Sensors
 - 4" Float Set, Gasoline
 - Remote Annunciator and Acknowledgement
 - Printer External Thermal

Necessary Labor and Expenses To:

ATG and Probe:

- O'Day electrical subcontractor will disconnect electrical to current ATG and UST
- Remove current ATG and tank Probe
- Install a new EVO One ATG
- Install a new Probe in tank (101 inches)
- O'Day electrical subcontractor will reconnect electrical to newly installed tank monitor and tank probe
- O'Day technician will test new ATG and Probe for proper operation

Total Amount: \$14,898.55

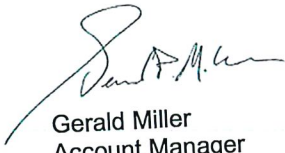
Taxes: Sales/Excise tax not included if applicable.

Delivery: 8-12 weeks from receipt order, subject to confirmation at time of order. This delivery time is estimated and is subject to change. We will confirm the delivery at time of order.

Before we can order any equipment or materials we need the receipt of this signed agreement along with your down payment deposit. **Prices are subject to change after 15 days.**

Thank you for the opportunity to furnish this quotation. Please execute this document with your signature to accept, we will not begin processing the order for materials until we receive a signed copy and down payment.

O'DAY EQUIPMENT LLC



Gerald Miller
Account Manager

I agree to the following Payment Terms: Credit Card Payments are limited to \$5,000.00 in total for this transaction. Materials ordering require down payment received. Due to circumstances of material procurement and potential price fluctuations, O'Day Equipment reserves the right to add unforeseen price surcharges in good faith to this contract. A progress billing invoice will be sent, and payment is due once the equipment arrives from the vendor to O'Day Equipment LLC. Additional progress billings will be invoiced as necessary throughout the project. All invoices will be due on receipt. In the event of non-payment, customer agrees to pay interest in the amount of 1% per month (12% per annum) as well as reasonable collection or attorney fees associated with recovering past due amounts.

ACCEPTED BY: _____ **DATE:** _____
Customer Signature

Print

ACCEPTED BY: _____
O'Day Equipment LLC Signature

Print

DATE: _____

Exclusions:

- Our price does not include repairs or upgrade to Buyer's existing equipment unless noted specifically in the scope of work. Any additional work to Buyer's existing equipment will be done on a time & material basis.
- There will be a 25% restocking for any stock items that have been ordered specifically for this project, and it is cancelled by the Buyer. Non-stocked items or special-order items cannot be returned.
- Our price does not include any electrical work to include power/communication wire, new conduits, or repairs to Buyer's existing conduits.
- It is the Buyer's responsibility to verify that power is ready to be turned on within 1 hour of Seller's technician arrival.
- The following is a list to be completed by the Buyer or Buyer's representative before we begin on-site work to help ensure the project proceeds as smoothly as possible and avoid additional costs.
 - Notify all employees of work to be completed.

Terms and Conditions:

1. **OFFER AND ACCEPTANCE.** O'Day Equipment, LLC ("Seller") acceptance of Buyer's order to purchase products (the term products includes any services being provided by Seller) described in this proposal to which these Terms and Conditions are made a part of ("Proposal") is expressly made conditional on assent to these Terms and Conditions, which constitute a binding "Contract" between the parties. This Contract constitutes the complete and final agreement between Seller and Buyer for the products. Any additional or different terms or conditions contained in any document furnished by Buyer, including, but not limited to, any purchase order or any acknowledgement, are deemed to be material and are hereby objected to and rejected by Seller. If such agreement shall be deemed an offer or counter-offer by Buyer, Seller expressly rejects such offer or counter-offer and limits acceptance to these Contract terms and expressly objects to any different or additional terms proposed by Buyer. Any actual performance by Buyer or Seller thereafter shall be deemed a renewal of the offer contained in this Contract and acceptance of this Contract without change. In the event of a conflict between the terms of this Contract and the terms of any other document, the terms of this Contract shall control. The offer to sell Seller's products is valid for thirty (30) days from the date of the Proposal.
2. **PAYMENT TERMS.** All prices specified in this Contract are FOB Seller's designated location for delivery. All risk of damage to or loss of the products from any cause whatsoever shall pass to Buyer upon delivery, even is Seller arranges for shipment of the product. Unless otherwise expressly provided on the reverse hereof, payment shall be made within thirty (30) days from the earlier of the date of delivery or the date of an invoice, without discount. Any discount which may be expressly provided in the Proposal applies to sale price of the products at the shipping point, and does not apply to any charges made for taxes, storage, loading or transportation. All payments shall be made in United States dollars. Interest will be charged at the rate of twelve percent (12%) per annum, or the maximum interest rate allowable by applicable law, whichever is lower, on all unpaid invoices. Buyer shall pay all taxes and charges of any nature imposed by any federal, state, or local governmental authority by reason of the sale or delivery of the products whether levied or assessed against Seller, Buyer, or the products. Such applicable taxes or charges, if not included in this Contract, shall be invoiced separately. If in Seller's opinion, reasonable doubt exists as to Buyer's financial condition, Seller may, at any time and without prejudice to any other remedies, suspend or terminate performance of any order, decline to ship, stop any material in transit, or require full or partial payment by Seller in advance.
 - a) **"(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.**
 - b) **UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE."**
3. **DELIVERY; TITLE.** Any delivery or promise date indicated on the Proposal is an estimate of the date Seller believes the products will be available for delivery, provided, however, Seller shall not be responsible for any delays in delivery. Title to the products will not pass to Buyer until all required payments have been made to Seller. All materials are quoted FOB our facility unless stated otherwise.
4. **WARRANTY.**
 - a) Goods manufactured by others are subject to any limitations contained in the manufacturer's terms and conditions extended to the buyer and the provisions of the manufacturer's warranty, either or both of which will be furnished to Owner upon written request.
 - b) Limited Warranty; Exclusion of Third Party Components. Subject to the terms, conditions and limitations contained herein, Seller warrants only to the original Buyer that Seller's new products will not fail to operate in accordance with their specifications due to defects in material or workmanship during the period which ends one (1) year from the date of delivery, normal wear and tear excluded. The foregoing period is sometimes referred to as "original warranty period." The foregoing limited warranty does not apply to any part, portion or component of any product which is manufactured by a third-party ("Third-Party Component").
 - c) **DISCLAIMER OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. THE LIMITED WARRANTY SET FORTH IN THE FOREGOING PARAGRAPH IS THE SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE PRODUCTS. SELLER MAKES NO OTHER EXPRESS WARRANTY OF ANY KIND OR NATURE AS TO THE PRODUCTS OR THEIR PERFORMANCE EXCEPT FOR THOSE**

- LIMITED WARRANTIES EXPRESSLY SET FORTH IN THE FOREGOING PARAGRAPH AND SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE CONCERNING THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY THAT THE PRODUCTS COMPLY WITH ANY LAW, RULE OR REGULATION. SELLER MAKES NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY COMPONENT AND SELLER SPECIFICALLY SELLS SUCH THIRD-PARTY COMPONENTS "AS IS" WITHOUT ANY WARRANTY. FURTHER, SELLER MAKES NO IMPLIED WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO ITS PRODUCTS OR ANY THIRD-PARTY COMPONENT AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION. IN ADDITION, SELLER EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT ALLOWED BY LAW, TULE OR REGULATION ANY WARRANTY PROVIDED UNDER ANY FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION.
- d) **Terms and Conditions of Warranty; Voiding of Warranty; Notice Requirements.** The limited warranties set forth above shall be null and void if (a) any alterations or modifications are made to a product, (b) a product is not maintained in strict compliance with the maintenance requirements set forth in the maintenance manual for such product or otherwise provided to Buyer, (c) any repairs are made to a product which are not authorized by Seller in writing, (d) any failure of a product to comply with the above limited warranty is not reported to Seller in writing within thirty (30) days of the date such failure first occurs, (e) a product is operated after the failure of any warranty first occurs, (f) a product is used for any purpose other than for the purpose for which it was manufactured, (g) a product is not operated in strict compliance with the terms and conditions set forth in any operating manual for the product (including, but not limited to, exceeding the load bearing capacity of the product), (h) a product is abused or damaged, (i) Buyer fails to deliver the product to Seller for inspection and testing if claim under the warranty to Seller, or (j) such failure of the limited warranty results from a failure of any Third-Party Component.
- e) **Course of Dealing; Course of Performance; Usage of Trade.** No course of dealing or course of performance of Seller with respect to the products sold under this Contract and no usage of trade shall be considered in interpreting this Contract or any part thereof and non of the foregoing shall be considered a waiver or modification of any such terms, conditions, disclaimer or limitation of the limited warranties or disclaimers contained in this Contract. No statement, whether written or oral, made by any employee, sales person, distributor, agent or contractor of Seller which is not set forth in this Contract shall be considered a covenant, representation or warranty with respect to any product, its specifications or its performance and all such statements are hereby disclaimed.
- f) **Exclusive Remedies for Breach of Warranty.** The sole and exclusive remedy for any failure of any product to comply with the limited warranty set forth above or any other warranty imposed upon Seller by law, if any, shall, at the election of Seller, in its sole discretion, be either (a) the repair or replacement of the product which failed to comply with such warranty or (b) the refund of the purchase price of the product. Buyer is responsible for all labor costs in connection with the repair or replacement of any equipment; however, Seller will be responsible for its own labor performed in connection with any repair of equipment products at Seller's location. Except as provided below, Buyer's exclusive remedy with respect to any claim arising out of or as a result of Third-Party Component shall be against the third-party manufacturer.
- g) **Warranty Claims; Notice Requirement; Limited Time to Bring Claims.** Any and all claims under the above limited warranty shall be made to Seller only in writing and no later than thirty (30) days after the date the product first fails to comply with the above limited warranty but in no event later than the expiration of the original warranty period with respect to which the claim is being made. Any claim under the above limited warranty made after such period for making a claim shall be null and void. After receiving written notice of the warranty claim, Seller shall determine whether to (a) repair or replace the product or part or (b) refund the purchase price of the product. Seller may require Buyer to return any product or part thereof which Buyer claims to be defective to Seller at Buyer's cost for inspection as a condition to any claim under the above limited warranty. No product or part may be returned to Seller without Seller's proper written authorization. If a product which is returned is determined by Seller in its sole discretion not to have failed to comply with the limited warranty, Buyer shall pay costs of removal, repair and/or replacement for such product. If a product which is returned is determined by Seller in its sole discretion to have failed to comply with the limited warranty, Seller shall pay for all repair and/or replacement for such product (or refund the purchase price if so elected by Seller) and Seller shall reimburse Buyer for the reasonable costs of shipping the defective product or part to Seller.
- h) **Limitation on Liability for Breach of Warranty and Other Claims.** If the warranty and the remedy for any failure of any product to comply with any warranty are deemed for any reason to fail their intended purpose, Seller's liability for any failure of any product to comply with any such warranty, together with any and all of liability, if any, arising out of or in connection with such product, including, but not limited to, all claims, whether in contract, tort, or otherwise, arising out of or connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement, or use of the product, shall not exceed the purchase price for such product. In no event shall Seller be responsible or liable to Buyer or any third party under any circumstances for any indirect, consequential, special, punitive or exemplary, damages or losses, including, but not limited to, damages for loss of profits, goodwill, use of the product or any other equipment or other intangible losses which may be incurred in connection with the product regardless of the type of claim or the nature of the cause of action, even is Seller has been advised of the possibility of such damage or loss. Any and all claims that Buyer has against Seller, whether or not Buyer is aware of such claims, must be brought by Buyer within thirty (30) days after the date that such claim first arose, but in any event within the applicable warranty period set forth above. Any claim not brought by Buyer within the applicable thirty (30) day period shall be deemed null and void.
5. **INDEMNIFICATION.** Buyer will indemnify and hold harmless Seller, its affiliates and their respective officers, directors, employees, agents and other representatives and will, at Seller's option, defend any action brought against same with respect to any claims, judgments, actions, suits, demands, damages, liabilities, costs or expenses (including, but not limited to, reasonable attorney's fees and legal expenses) associated with or arising from the ownership, use or operation of the products by Buyer or any third party.
6. **TERMINATION OF PERFORMANCE.** Buyer may cancel its purchase only with the written consent of Seller and upon terms that will indemnify and compensate Seller for any loss, damage and expense arising from such cancellation. Seller may terminate this Contract pursuant to Sections 2 and/or 11 hereof, and in such event, Seller shall have no further liability to produce or ship any product hereunder and shall have no liability for damages to Buyer of any third party.
7. **TECHNICAL ADVICE.** No obligation or liability shall arise out of Seller's rendering of technical advice in connection with Buyers order of products. Any technical advice furnished, or recommendation made by Seller or any employee or representative of Seller, concerning any use or application of any products or parts furnished under this Contract is believed to be reliable, but Seller makes no warranty, express or implied of results to be obtained. Buyer assumes all responsibility for loss or damage resulting from the handling or use of any such products or parts in accordance with such technical advice or recommendation. The selection of the products ordered, or design of any custom products, shall be Buyer's sole and ultimate responsibility, and Seller shall have no liability whatsoever for any design defects of custom products, or if the products ordered are unsuitable for Buyer's intended use. Any advice or assistance provided by Seller to Buyer in connection with Buyer's selection or design of the products is at Buyer's risk, and Seller makes no representation or warranty whatsoever in connection with such advice or assistance.

8. **ASSIGNMENT.** Buyer shall not assign its rights or obligation under this Contract without the prior written consent of Seller, which consent may be withheld for any reason in the sole discretion of Seller. Any attempt at such assignment by Buyer without the prior written consent of Seller shall be deemed null and void. This Contract will be binding upon the parties hereto, and their successors and permitted assigns.
9. **GOVERNING LAW.** This Contract shall be construed, interpreted, and governed by the laws of the State of North Dakota without regard to its conflict of laws principles. The exclusive forum for any disputes arising out of or relating to this Contract shall be any federal or state court sitting in the State of North Dakota. The parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein. If Seller must resort to legal action or remedies, Buyer shall reimburse Seller for all of Seller's legal fees and expenses, whether or not suit is filed by Seller.
10. **FORCE MAJEURE.** Seller does not assume the risk of and shall not be liable for failure to perform any obligation caused by civil insurrection, war, fire, strike, labor stoppages or other labor disturbances, acts of God, acts or omission of Buyer, acts or omission of any government body or entity, floods, epidemics, freight embargoes, shortages of fuel, energy or materials, failure of suppliers or subcontractors to satisfactorily meet scheduled deliveries, or any other cause beyond the reasonable commercial control of Seller.
11. **NOTICES.** Any notices, consents or other communications required or permitted under this Contract must be in writing and delivered personally, overnight air courier, registered or certified mail or facsimile. Unless otherwise stated in this Contract, notices, consents or other communication will be deemed received (a) on the date delivered, if delivery personally or by facsimile transmission; (b) on the next business day if sent via overnight air courier; or (c) three (3) business days after being sent, if sent by registered or certified mail.
12. **SEVERABILITY; WAIVER.** The invalidity or unenforceability of any provision of this Contract shall be deemed, or shall constitute a waiver of any other provision of this Contract. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. The Section headings included herein are for the convenience of the parties only and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties.
13. **NO THIRD-PARTY BENEFICIARIES; SETOFF.** Nothing in this Contract is intended to, or shall, create any third-party beneficiaries, whether intended or incidental and neither party shall make any representations to the contrary. Seller shall have the right to deduct from any sums it owes to Buyer, any sums or the value of any obligation owed by Buyer to Seller.
14. **SURVIVAL.** The provisions of Sections 3, 4, 5, and 7 through 14 shall survive the termination and performance of this Contract.
15. **Insurance.** O'Day Equipment LLC is covered by Comprehensive General Liability Insurance, including Products and Completed Operations with Environmental Impairment Liability coverage. We also maintain Workers Compensation Insurance.



SMALL CITY & BIG FUTURE

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

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Separate Agenda Items

Mayor: Mark Hueser **City Administrator:** Mark Lemen
Councilors: At-Large Yodee Rivera, Precinct 1 Jon Dahlke, Precinct 2 Scott Maynard, Precinct 3 Paul Lemke, Precinct 4 Cory Neid



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To: Mayor and City Council

From: Mark Lemen, City Administrator

Date: March 2, 2026

RE: **Item 7A** – Updated Ordinance 632 First Reading

Item 7A – It is recommended to conduct the first reading of the updated City of Glencoe Zoning Ordinance 632.

ORDINANCE NO. 632

**AN ORDINANCE AMENDING CHAPTER 632- ZONING CODE OF THE CITY CODE
IN IT'S ENTIRETY**

WHEREAS, the City of Glencoe is amending the Zoning Code in its entirety to be conform with the City's Comprehensive Plan, including the future land uses identified therein ; and

The City Council of Glencoe, Minnesota ordains:

Section 1. Ordinance No. 632 titled "Zoning Code" shall replace in its entirety City Code Section 506-514 and shall read:

506 DEFINITIONS

The following words and terms, wherever they occur in this ordinance, shall be interpreted as herein defined:

506.01 Accessory Use or Structure. A use or structure subordinate to the principal use or building on the same lot and serving a purpose customarily incidental thereto.

506.02 Agricultural Uses. Those uses commonly associated with the growing of produce on farms. These include: field crop farming; fruit growing; tree, shrub, plant, or flower nursery without a building; truck gardening; roadside stand for the sale, in season, of products grown on the premises; and livestock raising and feeding. This does not include fur farms, commercial animal feed lots, or kennels.

506.03 Alley. A public right-of-way which affords secondary access to abutting property.

506.04 Apartment. A room or suite of rooms with cooking facilities available, occupied as a residence by a single family. Includes "dwelling unit" and "efficiency unit."

506.05 Automobile Service Uses. Uses catering to the motorist traveling along the highway. These include: auto laundry; eating establishments; motels (tourist courts); refreshment drive-ins; public garages; repair garages; seasonal produce stands; service stations; motor vehicle sales; trailer sales and rental; and boat sales and rental services.

506.06 Auto-Wrecking or Reduction Yard. An open space where three or more inoperative vehicles are stored which are not registered and do not possess current state automobile licenses.

506.07 Basement. A portion of a building located partially underground but having less than one-half (½) of its floor-to-ceiling height below the average land grade.

506.08 Boarding Home (Rooming or Lodging). A building containing lodging rooms accommodating, for compensation, three (3) or more persons, but not exceeding twelve (12), who are not of the keeper's family. Lodging may be provided with or without meals.

506.09 Building. Any structure built for the support, shelter, or enclosure of persons, animals, chattels, or movable property of any kind, which is permanently affixed to the land.

506.10 Building Height. The distance measured from the mean ground level to: the top of a flat roof; the mean distance to the highest gable on a pitched or hip roof; the deck line of a mansard roof; or the uppermost point on all other roof types.

506.11 Business. Any occupation, employment, or enterprise wherein merchandise is exhibited or sold, which occupies time, attention, labor, and materials, or where services are offered for compensation.

506.12 Cellar. That portion of a building having more than one-half (½) of the floor-to-ceiling height below the average land grade.

Note: The original text said "Collar," which appears to be a typographical error. Corrected to "Cellar."

506.13 Church. A building, together with its accessory buildings and uses, where persons regularly assemble for religious worship, and which is maintained and controlled by a religious body organized to sustain public worship.

506.14 City Plan. The City's comprehensive plan.

506.15 Club or Lodge. A non-profit association of persons who are bona fide members paying annual dues, with use of premises restricted to members and their guests. Serving food and meals on such premises is permissible, provided adequate dining room space and kitchen facilities are available. Alcoholic beverages may be served to members and their guests, provided such service is secondary and incidental to the operation of the dining room for serving food and meals, and further provided that such service complies with applicable federal, state, and municipal laws.

506.16 Commercial Recreation. Uses such as bowling alleys, cart tracks, jump centers, golf courses, pool halls, vehicle racing or amusement facilities, dance halls, skating rinks, taverns, theaters, firearms ranges, boat rentals, amusement rides, campgrounds, deer parks, and similar uses.

506.17 Dog Kennel. Any place where three (3) or more dogs over six (6) months of age are boarded, bred, and/or offered for sale, except a veterinary clinic. Puppies less than six (6) months of age must be sired or born by one of the dogs owned by the property owner.

Note: Original said “four (3) or more dogs” — corrected to “three (3) or more dogs” for consistency.

506.18 Dwelling Unit. A residential building or portion thereof intended for occupancy by a family, but not including hotels, motels, nursing homes, seasonal cabins, boarding or rooming houses, tourist homes, or trailers.

506.19 Dwelling Unit – Attached. A dwelling unit joined at one (1) or more sides by a party wall or walls.

506.20 Dwelling Unit – Detached. A dwelling unit entirely surrounded by open space on the same lot.

506.21 Dwelling Unit – Efficiency. A dwelling unit in which eating, kitchen, living, and sleeping space is combined in a single room.

506.22 Family.

- a. An individual, or two (2) or more persons related by blood, marriage, or adoption living together; or
- b. A group of not more than five (5) persons who need not be related by blood, marriage, or adoption, living together as a single housekeeping unit in a dwelling unit, exclusive of usual servants.

506.23 Floor Area. The sum of the gross horizontal areas of the several floors of a building or portion thereof devoted to a particular use, including accessory storage areas within selling or working space such as counters, racks, or closets, and any basement floor area devoted to retailing activities, the production or processing of goods, or to business or professional offices. Basement floor area not devoted to such uses is excluded. The floor area of a residence includes fifty percent (50%) of the area of an attached garage and twenty-five percent (25%) of enclosed breezeways or porches, but excludes basement area.

506.24 Garage – Private. An accessory building or accessory portion of the principal building intended for and used to store the private passenger vehicles of the family or families residing on the premises, and in which no business service or industry is carried on. Not more than one-half (½) of the space may be rented for the private vehicles of persons not resident on the premises, except that all of the space in a one (1) or two (2) car garage may be rented. Such a garage shall not be used for more than one (1) commercial vehicle, with a load capacity not exceeding one (1) ton.

506.25 Garage – Public. A building or portion thereof, except any defined as a private garage or repair garage, used for the storage of motor vehicles, or where such vehicles are kept for remuneration or hire, and where the sale of gasoline, oil, and accessories is only incidental to the principal use.

506.26 Garage – Repair. A building or space for the repair or maintenance of motor vehicles, but not including factory assembly of such vehicles, auto wrecking establishments, or junk yards.

506.27 Home Occupation. Any gainful occupation or profession engaged in by the occupant of a dwelling, conducted at or from the dwelling, and carried on within a dwelling unit and not in an accessory building, provided that:

- No signs other than those normally utilized in a residential district are present;
- No stock in trade is stored on the premises;
- Over-the-counter retail sales are not involved; and
- Entrance to the home occupation is gained from within the structure.

Such uses include professional offices, minor repair services, photo or art studios, dressmaking, teaching, and similar uses. However, a home occupation shall not include barber shops, beauty shops without Council approval, tourist homes, restaurants, or similar uses. Teaching shall be limited to four (4) students at any given time. One person other than the occupant may be employed, but no home occupation shall require more than two (2) additional parking spaces beyond those required by the occupant.

506.28 Hotel. A building providing a common entrance, lobby, halls, and stairway, in which lodging is offered with or without meals to thirteen (13) or more guests.

506.29 Junk Yard. An open area where waste, used, or second-hand materials are bought, sold, exchanged, stored, baled, packed, disassembled, or handled. Includes, but is not limited to, scrap iron, other metals, paper, rags, rubber, tires, and bottles. A junk yard includes an auto wrecking yard but does not include uses established entirely within enclosed buildings.

506.30 Lakeshore Uses. Uses such as boat docks and storage, fish houses, fish cleaning facilities, water recreation equipment, and other uses normally incidental to a lakeshore or river residence, provided such uses are for the exclusive use of the occupants and guests.

506.31 Lodging Room. A room rented as sleeping and living quarters but without cooking facilities, with or without an individual bathroom. In a suite or rooms without cooking facilities, each room providing sleeping accommodation shall be counted as one (1) lodging room.

506.32 Lot (of Record). A parcel of land, whether subdivided or otherwise legally described, as of the effective date of this ordinance, or approved by the City as a lot thereafter, which is occupied or intended for occupancy by one (1) principal building or principal use together with any accessory buildings, and such open spaces as required by this ordinance, and having its principal frontage upon a street.

506.33 Lot – Corner. A lot situated at the junction of and abutting on two (2) or more intersecting streets, or a lot at the point of deflection in alignment of a single street, the interior angle of which is one hundred thirty-five (135) degrees or less.

506.34 Lot – Front of. For purposes of complying with this ordinance, the front of a lot shall be the boundary abutting a public right-of-way having the least width. The owner of a corner lot may select either street lot line as the front lot line, subject to approval by the Building Inspector.

506.35 Lot Line. A property boundary line of any lot held in single or separate ownership; except that where any portion of the lot extends into the abutting street or alley, the lot line shall be deemed to be the street or alley line.

506.36 Lot – Through. A lot having a pair of opposite lot lines abutting two (2) substantially parallel streets, and which is not a corner lot. On a through lot, both street lines shall be front lot lines for purposes of this ordinance.

506.37 Lot Width. The mean horizontal distance between the side lot lines at the front setback line.

506.38 Medical Uses. Uses concerned with the diagnosis, treatment, and care of human beings, including hospitals, dental services, medical services or clinics, nursing or convalescent homes, orphan homes, rest homes, sanitariums, and doctors' or dentists' offices.

506.40A Manufactured Home Park. An approved area for the parking of occupied mobile homes (trailers) shall be considered temporary housing. Manufactured home parks licensed by the State Department of Health are conditional uses in any zoning district that allows construction or placement of a building used or intended to be used by two or more families. In addition to state requirements, all manufactured home parks shall meet the following:

(A) Manufactured homes shall comply with all zoning regulations for the district in which they are located.

(B) A building permit and any other required permits shall be obtained for manufactured homes.

(C) All such manufactured homes shall comply with applicable Minnesota Statutes regulating manufactured homes.

(D) Connection to City utilities, if available, shall be required.

506.39 Motel (Tourist Court). A building or group of detached, semi-detached, or attached buildings containing guest rooms or dwellings, each with a separate outside entrance, with garage or parking space conveniently located to each unit, and designed primarily for the accommodation of automobile transients.

506.40 Multiple Residence or Multiple-Family Dwelling. Three (3) or more dwelling units in one (1) structure.

506.41 Non-Conforming Use. Any building, structure, or land lawfully occupied by a use, or lawfully established at the time of adoption of this ordinance or amendments thereto, which does not conform thereafter to the applicable use regulations.

506.42 Office Uses. Commercial activities in office buildings where goods are not produced, sold, or repaired, including banks; general offices; governmental offices; insurance offices; personal loan agencies; professional offices; real estate offices; taxi-cab offices (not taxi stands);

travel agencies; transportation ticket offices; telephone exchanges; utility offices; radio broadcasting; and similar uses.

506.43 Off-Street Loading Space. A space accessible from a street, alley, or driveway for use by trucks or other vehicles while loading or unloading merchandise or materials. Such space shall be of a size adequate to accommodate one (1) vehicle of the type typically used in the business.

506.44 Open Sales Lot. Land used or occupied for buying and selling goods, materials, or merchandise, and for storing the same under the open sky prior to sale.

506.45 Parking Space. A suitably surfaced and permanently maintained area on privately owned property, either within or outside a building, of sufficient size to store one (1) standard automobile.

506.46 Planned Unit Development. An urban development having two (2) or more principal uses or structures on a single lot, developed according to an approved plan.

506.47 Principal Structure or Use. The predominant use of a lot, as contrasted to an accessory use or structure.

506.48 Public. Uses owned or operated by a municipality, school district, county, state, or other governmental unit.

506.49 Public Utility Uses (Essential Services). Overhead or underground transmission facilities of electric power, gas, water, telephone, and railroad companies, including electric power transmission lines, gas pipelines, telephone lines, water pumping, reservoir, and distribution facilities, poles, wires, mains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, and similar equipment; and railroad trackage, but not including buildings, storage, or switching yards.

506.51A Repair Services, Minor. Home occupations including repair of household appliances, toys, televisions, radios, and similar items. Does not include repair of trucks, automobiles, commercial machinery, or similar items that may cause a nuisance.

506.50 Research. Medical, chemical, electrical, metallurgical, or other scientific research, excluding the manufacture or processing of materials or goods for sale. Research uses must conform to all performance standards in this ordinance regarding smoke, odors, noise, and similar emissions, and must submit evidence of compliance before approval.

506.51 Resort. Any structure or group of structures containing more than two (2) dwelling units or separate sleeping quarters designed or intended for seasonal or temporary rental for profit, the primary purpose being recreational in nature. Accessory uses may include a grocery for guests only, fish cleaning house, marine services, boat landing, recreational areas and equipment, and similar uses incidental to resort operation.

506.52 Rest Home (Nursing Home). A private home for the care of children or the aged or infirm, or a place of rest for those suffering from bodily disorders. Such a home does not contain

equipment for surgical care or treatment of disease or injury, nor does it include maternity care or care for mental illnesses or infirmities.

506.53 Retail Shopping Uses. Stores and shops selling personal services or goods over a counter, including: antiques; art and school supplies; auto accessories; bakeries; barber shops; beauty parlors; bicycles; books and stationery; candy; cameras and photographic supplies; carpets and rugs; catering establishments; china and glassware; Christmas tree sales; clothes pressing; clothing and costume rental; custom dressmaking; department stores and junior department stores; drugs; dry goods; electrical and household appliances (sales and repair); florists; food; furniture; furrier shops; garden supplies (year-round only); gifts; hardware; hats; hobby shops for items to be assembled or used off-premises; household appliances; hotels and apartment hotels; interior decorating; jewelry (including repair); laboratories; medical and dental research and testing; laundry and dry cleaning pick-up (processing done elsewhere); laundromats; leather goods and luggage; locksmith shops; musical instruments; office supply equipment; optometrists; paint and wallpaper; phonograph records; photography studios; service stations; restaurants (when no entertainment or dancing is provided); shoes; sporting goods; tailoring; theaters (except drive-ins); tobacco; toys; variety stores; wearing apparel; and similar uses.

506.54 Service Station. A place where gasoline, kerosene, motor fuel, lubricating oil, or grease for motor vehicles is sold to the public, with deliveries made directly into motor vehicles. Includes greasing and oiling, sale of auto accessories, minor repairs, incidental body and fender work, painting and upholstering, replacement of parts, and motor services to passenger automobiles and trucks not exceeding one and one-half (1½) tons capacity. Does not include general repair, rebuilding, or reconditioning of engines, motor vehicles, or trailers; collision service; overall painting; or vehicle steam cleaning.

506.55 Setback. The minimum horizontal distance between a building and a street or lot line, measured from the most outwardly extended portion of the structure at ground level.

506.56 Structure. Anything erected, the use of which requires a permanent or semi-permanent location on the ground, or which is attached to something having a permanent location on the ground. Includes signs.

506.57 Transportation Terminal. A barge (river), truck, or bus terminal and storage area, including motor freight (solid and liquid) terminals.

506.58 Used Auto Parts. The processing, storage, and sale of used automobile or other vehicle parts, provided such use is established entirely within enclosed buildings.

506.59 Veterinary Clinic. Uses concerned with the diagnosis, treatment, and care of animals, including animal or pet hospitals.

506.60 Warehousing. The storage of materials or equipment within an enclosed building as a principal use.

506.61 Waterfront Uses. Uses dependent upon access to large quantities of raw water for industrial purposes, or dependent upon direct access to water transportation for receiving, transferring, or shipping fuel, supplies, goods, materials, or commodities.

506.62 Wholesaling. The selling of goods, equipment, and materials in bulk to another business that sells to the final customer.

506.63 Yard (Setback). A required open space on a lot, unoccupied and unobstructed by any structure from the ground to the sky, except as permitted in this ordinance. The yard extends along the lot line at right angles to such lot line to the depth or width specified in setback regulations for the zoning district in which the lot is located.

506.64 Yard – Rear. The portion of the yard on the same lot as the principal building, located between the rear line of the building and the rear lot line, extending for the full width of the lot.

506.65 Yard – Side. The yard extending along the side lot line between the front and rear yards, to the depth or width required by setback regulations for the zoning district in which the lot is located.

506.66 Yard – Front. A yard extending along the full width of the front lot line between the side lot lines, and extending from the abutting front street right-of-way line to the depth required in the setback regulations for the zoning district in which the lot is located.

507 GENERAL PROVISIONS

507.01 Application.

- a. In their interpretation and application, the provisions of this ordinance shall be held to be the minimum requirements for the promotion of the public health, safety, morals, convenience, and welfare.
- b. Where the conditions imposed by any provision of this ordinance are either more restrictive or less restrictive than comparable conditions imposed by any other law, ordinance, statute, resolution, or regulation of any kind, the regulations which are more restrictive, or which impose higher standards or requirements, shall prevail.
- c. No structure shall be erected, converted, enlarged, reconstructed, or altered, and no structure or land shall be used for any purpose, or in any manner, which is not in conformity with the provisions of this ordinance.

507.02 Separability. It is hereby declared to be the intention of the Mayor and City Council that the provisions of this ordinance are separable in accordance with the following:

- a. If any court of competent jurisdiction shall adjudge any provision of this ordinance to be invalid, such judgment shall not affect any other provisions of this ordinance not specifically included in said judgment.

- b. If any court of competent jurisdiction shall adjudge invalid the application of any provision of this ordinance to a particular property, building, or other structure, such judgment shall not affect the application of said provision to any other property, building, or structure not specifically included in said judgment.

507.03 [Omitted.]

507.04 Lot Provisions.

- a. A lot of record existing upon the effective date of this ordinance in a Residential District, which does not meet the requirements of this ordinance as to area or width, may be utilized for single-family detached dwelling purposes, provided the measurements of such area or width are within seventy percent (70%) of the requirements of this ordinance. Said lot of record shall not be more intensively developed unless combined with one (1) or more abutting lots or portions thereof to create a lot meeting the requirements of this ordinance.
- b. Except in the case of planned unit developments as provided hereinafter, not more than one (1) principal building shall be located on a zoning lot.

507.05 Accessory Building.

- a. No accessory building or structure shall be constructed on any lot prior to the time of construction of the principal building to which it is accessory.
- b. No accessory building or structure, unless an integral part of the principal building, shall be erected, altered, or moved within five (5) feet of the principal building. No accessory building shall exceed fifteen (15) feet in height except as hereinafter provided.
- c. No accessory building shall exceed the height of the principal building. However, in no case shall such accessory building exceed fifteen (15) feet in height in the "R" District.
- d. In all "R" Districts, no accessory building shall exceed one thousand (1,000) square feet of floor area.
- e. No detached garage or other accessory building shall be located nearer the front lot line than the principal building on that lot.
- f. An accessory building may be located within the rear yard setback, provided that the lot is not a through lot and said accessory building does not occupy more than twenty-five percent (25%) of a required rear yard. An accessory building may be considered as part of a principal building if it is located less than five (5) feet from the principal building. No accessory building

shall be located less than eight (8) feet from a rear lot line. Accessory structures on a through lot shall require a special use permit.

- g. No accessory building with a floor area not exceeding two hundred (200) square feet, measured from the exterior, shall be placed upon any premises unless it is attached to a permanent foundation or cement slab following inspection and issuance of a building permit.
- h. No accessory building shall be a pre-fabricated shipping container.

507.06 Required Yards and Open Space.

- a. No yard or other open space shall be reduced in area or dimension so as to make such yard or open space less than the minimum required by this ordinance. If the existing yard or open space is less than the minimum required, it shall not be further reduced.
- b. No required yard or other open space allocated to a building or dwelling group shall be used to satisfy yard, open space, or minimum lot area requirements for any other building.
- c. The following shall not be considered encroachments on yard and setback requirements:
 - i. **In any yards:** Posts, off-street open parking spaces, yard lights, flues, belt courses, leaders, sills, pilasters, lintels, ornamental features, cornices, eaves, open terraces, awnings, open canopies, steps, chimneys, flagpoles, open fire escapes, sidewalks.
 - ii. **In side and rear yards:** Walls forty-two (42) inches high or less, and hedges six (6) feet high or less. On a corner lot, nothing shall be placed or allowed to grow in such a manner as to materially impede vision between a height of two and one-half (2½) feet and ten (10) feet above the centerline grades of the intersecting streets within fifteen (15) feet of the street-intersecting right-of-way lines.
 - iii. **In front yards:** Service station pump islands and fences not more than thirty (30) inches high.
 - iv. **In rear yards:** Recreational and laundry drying equipment, open arbors and trellises, balconies, breezeways, porches, detached outdoor living rooms, and outdoor eating facilities.
- d. **Height limitations:** Height limitations shall not apply to barns, silos, and other structures on farms; to church spires, belfries, cupolas, and domes; monuments; chimneys and smokestacks; flagpoles; public and private utility facilities; transmission towers of commercial and private radio broadcasting stations; television antennas; and parapet walls extending not more than four (4) feet above the limiting height of the building, except as hereinafter amended.
- e. **Land grade:** No building occupied for apartments, boarding homes, or multi- or single-dwelling units shall be remodeled, altered, moved in, or built upon any lot where the land grade is altered so that it will not be uniform with adjacent lots and others in the neighborhood. The

grade slope or elevation shall not be increased from the top of curb line to the dwelling so as to create unusual basement heights, lower the average height of surrounding properties, or create unusual drainage problems. An average finished land grade shall not exceed one-half (1/2) inch per foot of front yard requirements, from top of curb line established (or required to be established) to match adjacent properties.

507.07 Traffic Visibility.

Except in the Central Business District, no fences, structures, or plantings shall be permitted within any yard area on a corner lot that would interfere with visibility across the corner within fifteen (15) feet of the intersecting street right-of-way lines.

507.08 Essential Services (Public Utility Uses).

Essential services shall be permitted as authorized and regulated by state law and the ordinances of the City of Glencoe, it being the intention that such services are exempt from the application of this ordinance.

507.09 Annexed Territory.

The following provisions apply to the zoning designation of annexed territories:

- a. Any land hereafter annexed to the City shall be considered to be in the district delineated on the adjacent areas designated for orderly annexation, unless otherwise reclassified pursuant to the City's Comprehensive Plan.

507.10 Farming Operations.

All farms currently in existence are permitted to continue operation subject to the following conditions:

- a. Agriculture, excepting commercial animal farms, fur farms, kennels, and poultry farms, but including truck gardening and other horticultural uses, is a permitted use in the district in which the existing operation is located, provided that any new private stable or other new building in which farm animals are kept shall be at least one hundred (100) feet from any other occupied lot in an "R" District.

- b. Limited sales of products produced may be conducted on the premises from a roadside stand, provided such stand does not exceed twelve (12) feet in height or five hundred (500) square feet in floor area, and no portion of such stand is located nearer than fifty (50) feet from any street line. The owner of any roadside stand may be required to apply for a special use permit if the City Council deems it necessary to protect the public health, safety, or general welfare.

507.11 Land Reclamation.

Land reclamation, defined as the depositing of material to elevate the grade, shall be permitted only by special use permit in all districts. Any lot or parcel upon which four hundred (400) cubic yards or more of fill is to be deposited constitutes land reclamation. The permit shall require a finished grade plan that will not adversely affect adjacent land, and shall regulate the type of fill permitted, rodent control, fire control, site maintenance, vehicular ingress and egress, and control of material dispersal from wind or hauling.

507.12 Mining.

The extraction of sand, gravel, or other material from the land in an amount of four hundred (400) cubic yards or more, and removal thereof from the site without processing, shall be considered mining. Mining is permitted in all districts only upon issuance of a special use permit. Such permit shall include a finished grade plan that will not adversely affect surrounding land or the development of the site, and shall designate the truck routes to and from the site.

507.13 Soil Processing.

Processing of sand, gravel, or other material mined from the land is permitted only by special use permit. The permit shall include a site plan showing plant location, water disposal, and truck routes to and from the site for removing processed material, and shall be granted for a specified period.

507.14 Relocated Structures.

Before any house or other structure is moved onto a vacant lot, a special use permit must be obtained. The Planning Commission shall report to the Council on the compatibility of the structure with other developments in the area. If the Council concurs with the Planning Commission that the structure would depreciate the area into which it is to be moved, the Council may withhold issuance of a permit.

The Building Inspector shall submit a report on structural soundness and necessary improvements, and the applicant shall reimburse the City for inspection and report costs. The applicant shall submit photographs from two (2) or more angles showing the structure (front and rear views) and photographs of the lot and adjacent lots/structures. These requirements do not apply to construction sheds or other temporary structures located on a lot for eighteen (18) months or less.

507.15 Vacated Streets.

Whenever any street, alley, easement, or public way is vacated by official action, the zoning district abutting the centerline of the vacated area shall not be affected by such proceeding.

507.16 Platting.

All buildings erected upon unplatted land shall be placed so as not to obstruct proper street extensions or other features of proper subdivision and land planning. Any lot or lots of two and one-half (2½) acres or less created for the purpose of erecting a structure must be approved by the City Council. The plan for such subdivision shall be reviewed by the Planning Commission and a report submitted to the Council.

507.17 Dwelling Units.

No cellar, basement of an unfinished home, garage, tent, trailer, or accessory building shall be used as a dwelling unit, except for trailers located in an approved mobile home park. Basements shall not be used as dwelling units unless specifically designed for such use through proper damp-proofing, fire-rated walls, and other requirements imposed by applicable building and housing codes.

507.18 Side and Setbacks.

Buildings may be excluded from side and rear setback requirements if party walls are used and the adjacent buildings are planned to be constructed as an integral structure.

507.19 Setbacks Adjacent to Residential Areas.

Where a business district is adjacent to a residential district, the minimum building setback from the front lot line shall be thirty (30) feet. In industrial districts, the minimum setback shall be thirty-five (35) feet.

507.20 Setbacks Along Thoroughfares.

Except in the C-1 Central Business District, along streets designated as "thoroughfares" in the City Plan, the minimum setback for a single-family residence shall be one hundred fifteen (115) feet from the street centerline or thirty-five (35) feet from the right-of-way line, whichever is greater.

507.21 Height.

In residential districts, multiple dwellings and places of public assembly, such as churches and schools, are exempt from height limitations, except that the setback from any residential lot shall be at least equal to the building height, and the distance between any two principal structures shall be no less than one-half ($\frac{1}{2}$) the sum of their heights. Buildings proposed to exceed height limits in "C" and "I" Districts shall require a special use permit.

507.22 Street Frontage Required.

No lot shall contain any building used as a dwelling unless it abuts at least twenty (20) feet on a public street.

507.23 Front Setbacks.

Where adjoining structures existing at the time of adoption of this ordinance have a different setback from that required, the front setback of a new structure shall conform to the prevailing setback in the immediate vicinity, as determined by the Planning Commission and approved by the City Council. However, no building shall be required to set back more than sixty (60) feet, except where an industrial district is adjacent to a residential district.

507.24 Interpretation.

In any case where there is doubt as to the meaning or intent of this ordinance as applied to a proposed use, the Building Inspector shall submit the application or proposal to the Planning Commission, which shall report to the City Council. The City Council shall determine whether the use is permitted.

507.25 Planned Unit Developments.

Planned unit developments may be excluded from certain requirements of this ordinance, provided:

- a. The developer submits all required information.
- b. The Council, upon review and recommendation of the Planning Commission, finds the proposed development is fully consistent with the purpose of this ordinance and conforms to the City Plan.

- c. The development conforms to the plan as filed with the City.
- d. A special use permit is granted.

507.26 Permitted Uses.

Except as provided herein, no building or premises may be devoted to uses other than those indicated as permitted uses under this ordinance.

507.27 Fences.

- a. Fences exceeding seventy-eight (78) inches in height shall require a special use permit.
- b. Fences over thirty (30) inches in height shall require a building permit.
- c. No setback shall be required from the lot line if the applicant provides a boundary survey depicting the exact property lines. Without such survey, the setback for a fence shall be two (2) feet in the side yard (five [5] feet if abutting an alley) and five (5) feet in the back yard, unless a variance is granted. Front yard fences may be located on the property line.
- d. All fences must include an access gate positioned to allow utility personnel access to any enclosed meter. Gates may have a manual latch but shall not require a key.

507.28 Bulk Storage (Liquid).

All uses involving the bulk storage of oil, gasoline, liquid fertilizer, chemicals, and similar liquids shall require a special use permit to ensure there are no hazards of fire, explosion, or water contamination detrimental to public health, safety, or welfare.

All existing above-ground liquid storage tanks with a capacity greater than two hundred seventy (270) gallons shall obtain a special use permit within twelve (12) months following enactment of this ordinance. The Council may require diking around tanks, suitably sealed, to hold leakage equal to one hundred fifteen percent (115%) of the tank capacity. Any existing storage tank deemed hazardous by the Council shall discontinue operations within five (5) years of enactment.

508 OMITTED

509 DISTRICT PROVISIONS

509.01 Districts.

For purposes of this ordinance, the City of Glencoe is hereby divided into the following zoning districts:

- a. Residence Districts
 - R-1 Low Density Residential
 - R-2 Medium Density Residential Multiple
 - T Temporary Housing
- b. Commercial Districts
 - C-1 Central Commercial

- C-2 Neighborhood Commercial
- C-3 General Commercial

c. Industrial/Other Districts

- I-1 Light Industry
- I-2 General Industry
- P-I Public or Institutional
- P-OS Open Space, Natural Preserve, or Parks
- AG Agriculture

509.02 Zoning District Map.

The boundaries of the districts as established by this ordinance are as shown on the map accompanying and made a part of this ordinance, which is designated as the "Zoning District Map," properly approved and filed with the City Clerk. District boundary lines on said map are intended to follow street right-of-way lines, street centerlines, or lot lines unless such boundary line is otherwise indicated on the map. In the case of unsubdivided property, or in any case where street or lot lines are not used as boundaries, district boundary lines shall be determined by use of dimensions or the scale appearing on the map.

509.03 OMITTED

509.04 Zoning Districts.

R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT.

(A) Purpose. To provide for moderate-density one- and two-family dwelling units and directly related, complementary uses.

(B) Permitted uses and structures.

- (1) One- and two-family dwelling units.
- (2) Public, government-owned uses, including but not limited to parks, playgrounds, athletic fields, other public recreational uses, and essential services such as water, sewer, telephone, and electric utilities.
- (3) Churches and places of religious assembly, public and private schools, and government-owned buildings and facilities.
- (4) Agricultural gardens and forestry.
- (5) As required by Minn. Stat. § 462.357, subd. 7, a state-licensed residential facility or a housing-with-services establishment registered under Minn. Stat. ch. 144D serving six or fewer persons; a licensed day-care facility serving 12 or fewer persons; and a group family day-care facility licensed under Minn. R. 9502.0315 to 9502.0445 to serve 14 or fewer children, shall be considered a permitted single-family residential use for zoning purposes, except that a residential facility whose primary purpose is to treat juveniles who have violated criminal statutes relating to sex offenses or have been adjudicated delinquent on the basis of conduct in violation of criminal statutes relating to sex offenses shall not be a permitted use.

(C) Accessory uses.

Customary accessory uses incidental to the principal uses, such as gardens, private garages, screen porches, play equipment, signs, one storage shed not exceeding 12 feet in height or 500 square feet or covering more than 30% of the area of the side or rear yard in which it is located, satellite dishes and antennas, solar equipment, greenhouses not exceeding 12 feet in height or 500 square feet or covering more than 30% of the area of the side or rear yard in which they are located, and swimming pools intended for single-family use.

(D) Conditional uses (by conditional use permit and in conformance with this section).

- (1) Home occupations in a residence.
- (2) Hospitals and nursing homes; licensed day-care centers serving 12 or more persons; and cemeteries.
- (3) Accessory buildings other than those listed in (C)(1), including storage sheds and greenhouses over 12 feet in height or 500 square feet or covering more than 30% of the area of the side or rear yard in which they are located.
- (4) Private recreational facilities as a principal use, excluding accessory play equipment and swimming pools intended for single-family use.
- (5) Golf course.
- (6) Swimming pools over 5,000-gallon capacity.
- (7) Public-utility buildings and storage.
- (8) Wildlife sanctuary, provided operation complies with all state regulations.
- (9) Archery facility.
- (10) BMX facility.
- (11) Planned Unit Development.

(E) Lot requirements and setbacks.

- (1) Lot area: 8,700 sq. ft.
- (2) Lot width: 66 ft.
- (3) Setbacks:
 - (a) Front yard: not less than 15 ft.
 - (b) Side yards: 15 ft.
 - (c) Corner-lot side yard (street side): 15 ft.
 - (d) Rear yard: 8 ft.
- (4) Detached accessory buildings: not less than 5 ft. from the rear lot line and not less than 4 ft. from side lot lines in the rear yard. On corner lots, not less than 25 ft. from the adjacent street, and in no case less than the setback of an adjacent lot having its front yard on the same street.
- (5) Access: all lots shall front on, and have ingress and egress by means of, a public right-of-way.

(F) Building height. No structure shall exceed two stories or 35 feet, whichever is less.

(G) Height limitations. Height limits do not apply to water towers, chimneys, flagpoles, antennas, wind energy conversion systems, church spires, church belfries, or church domes not containing habitable space.

(H) Conditional use permit standards—R-1.

(1) Purpose. To ensure conditional uses are consistent with this chapter and the comprehensive plan, if any. The Planning Commission, if any, may recommend and the City Council may impose conditions.

(2) General standards. The City Council must find:

- (a) Consistency with this chapter;
- (b) Consistency with the comprehensive plan, if any;
- (c) No undue adverse impact on governmental facilities, utilities, services, or existing/proposed improvements; and
- (d) No undue adverse impact on public health, safety, or welfare.

(3) Specific standards. In addition:

(a) Licensed day-care facilities for 15+ persons:

1. Buildings set back 50 ft. from all property lines; parking set back 15 ft. from streets and nonresidential property and 25 ft. from residential property;
2. Pick-up/drop-off outside parking setback area;
3. Outdoor recreation areas set back 15 ft. from all property lines and screened;
4. One parking space per six children based on licensed capacity.

(b) Storage sheds/greenhouses exceeding 500 sq. ft., 12 ft. height, or 30% of the side/rear yard:

1. Side/rear setbacks equal to structure height or 15 ft., whichever greater;
2. No commercial activity;
3. Architectural consistency with principal structure;
4. Landscaping to buffer views when highly visible;
5. Minimum lot size: 4 acres;
6. Must be in a side or rear yard

(c) Home occupations:

1. Conducted in the main building;
2. Not more than 25% of floor area;
3. No articles for sale displayed to be visible from the street;
4. No exterior change other than one non-illuminated wall sign not exceeding 1 sq. ft.;
5. No traffic in greater volume than normally expected in a residential neighborhood;
6. Only limited retail sales activity;
7. Maximum of one outside employee;
8. Adequate off-street parking based on employees/customers per day;

9. No outside storage;
10. No significant noise, air, or other pollution;
11. Business hours limited to 8:00 a.m.–9:00 p.m.

(d) Private recreational facilities (principal use):

1. Direct access limited to a collector or arterial roadway identified in the comprehensive plan, if any, or otherwise located to avoid significant traffic on local residential streets;
2. Buildings set back 50 ft. from all property lines;
3. Maximum 70% impervious coverage; remainder suitably landscaped;
4. Signs consistent with the principal use;
5. Adequate off-street parking based on employees/customers per day;
6. Parking and waste-management areas screened from off-site views;
7. No outside storage;
8. No significant noise, air, or other pollution.

(e) Hospitals or nursing homes:

9. Direct access limited to a collector or arterial roadway as above;
10. Buildings set back 50 ft. from all property lines;
11. Maximum 70% impervious coverage; remainder suitably landscaped;
12. Signs consistent with the principal use;
13. Adequate off-street parking based on employees/customers per day;
14. Parking and waste-management areas screened from off-site views;
15. No outside storage;
16. No significant noise, air, or other pollution and compliance with performance standards herein.

(f) Swimming pools. Privacy fence enclosing and securing the entire pool, including surrounding concrete or decking.

R-2 MEDIUM DENSITY RESIDENTIAL MULTIPLE.

(A) Purpose. To provide for medium-density housing in multiple-family structures and directly related complementary uses.

(B) Permitted uses and structures.

- (1) Any permitted use in the R-1 District.
- (2) Multiple-family dwellings.

(C) Accessory uses. Any accessory use permitted in the R-1 District.

(D) Conditional uses.

- (1) Any conditional use permitted in the R-1 District.
- (2) As required by Minn. Stat. § 462.357, subd. 8, a state-licensed residential facility serving 7 through 16 persons under Minn. Stat. ch. 144D, or a licensed day-care facility serving 13 through 16 persons.

(E) Lot requirements and setbacks.

(1) Lot area: 8,700 sq. ft. for one-family dwellings; 10,000 sq. ft. for two-family dwellings.

For multiple-family dwellings:

- (a) Efficiency units: 1,000 sq. ft. per dwelling unit;
- (b) One-bedroom units: 1,500 sq. ft. per dwelling unit;
- (c) Two-plus-bedroom units: 2,000 sq. ft. per dwelling unit.

(2) Lot width: 66 ft. for one- and two-family dwellings; 60 ft. for multiple-family dwellings.

(3) Setbacks:

- (a) Front yard: not less than 15 ft.;
- (b) Side yards: 15 ft.;
- (c) Corner-lot side yard (street side): 15 ft., but in no case less than the setback of an adjacent lot having its front yard on the same street;
- (d) Rear yard: 8 ft.

(4) Detached accessory buildings: not less than 5 ft. from the rear lot line and not less than 4 ft. from side lot lines in the rear yard. On corner lots, not less than 25 ft. from the adjacent street, and in no case less than the setback of an adjacent lot having its front yard on the same street.

(5) Access: all lots shall front on, and have ingress and egress by means of, a public right-of-way.

(F) Height limitations. Height limits do not apply to water towers, chimneys, flagpoles, antennas, wind energy conversion systems, church spires, church belfries, or church domes not containing habitable space.

(H) Conditional use permit standards—R-2.

- (1) Purpose. Same as in R-1.
- (2) General standards. Same as in R-1.
- (3) Specific standards.

(a) State-licensed residential facility (7–16 persons) or licensed day-care facility (13–16 persons):

1. Only on a collector or arterial roadway as designated in the comprehensive plan, if any, or otherwise located to avoid significant traffic on local residential streets;
2. Buildings set back 50 ft. from all property lines; parking set back 15 ft. from streets and nonresidential property and 25 ft. from residential property;
3. Pick-up/drop-off outside parking setback area;
4. Outdoor recreation areas set back 15 ft. from all property lines and screened;
5. One parking space per six attendees based on licensed capacity;
6. Meets the performance standards of § 151.30.

(b) Storage sheds/greenhouses exceeding thresholds in (C):

7. Side/rear setbacks equal to structure height or 15 ft., whichever greater;
8. No commercial activities;
9. Architectural consistency with principal structure;
10. Landscaping to buffer views when highly visible;
11. Minimum lot size: 4 acres;
12. Must be located in a side or rear yard.
 - (c) Home occupations: standards as in R-1(H)(3)(c).
 - (d) Private recreational facilities (principal use): standards as in R-1(H)(3)(d).
 - (e) Hospitals or nursing homes: standards as in R-1(H)(3)(e).
 - (f) Swimming pools. Privacy fence enclosing and securing the entire pool, including surrounding concrete or decking.

T TEMPORARY HOUSING.

(A) General. The Temporary Housing District shall exclusively include manufactured-home parks licensed by the Minnesota Department of Health. Manufactured-home parks are conditional uses in any zoning district that allows the construction or placement of a building used or intended to be used by two or more families. All manufactured-home parks shall, in addition to any state requirements, meet the following performance standards and any conditions placed on them by the conditional use permit.

(B) Permitted uses and structures.

- (1) Manufactured homes.
- (2) Public, government-owned uses, including but not limited to parks, playgrounds, athletic fields, other public recreational uses, and essential services such as water, sewer, telephone, and electric utilities.

(C) Accessory uses.

- (1) Recreational vehicles and equipment.
- (2) Recreational facilities, gardens, commons, and open space operated for the residents and their guests (e.g., tennis courts, swimming pools).
- (3) Building for storage of maintenance equipment incidental to the principal use.
- (4) Solar panels and equipment.

(D) Conditional use. Customary home occupations as set forth herein.

(E) Lot requirements and setbacks (per individual manufactured-home site).

- (1) Lot area: at least 5,000 sq. ft. for exclusive use of the occupant.
- (2) Lot width: at least 50 ft.
- (3) Setbacks: front 15 ft.; side 5 ft.; rear 8 ft.
- (4) Detached accessory buildings: not less than 5 ft. from rear lot line and not less than 4 ft. from side lot lines in the rear yard.

C-1 CENTRAL COMMERCIAL DISTRICT.

(A) Purpose. To recognize the existing downtown business and commercial district and the need for its future expansion, rehabilitation, and redevelopment. The City's downtown area is characterized by small lot sizes with no setbacks, historic buildings, and pedestrian orientation, and includes small businesses, retail, restaurants, and apartment housing. C-1 is a preferred location for mixed-use commercial/residential development and multi-family housing.

(B) Permitted uses and structures.

(1) Business and commercial establishments, including:

- (a) Retail establishments (e.g., grocery, hardware, drug, clothing, variety, and furniture stores); eating and drinking places; auto dealers; automobile service stations; farm implement dealerships; farm supply stores; seasonal evergreen sales; and meat-locker shops;
- (b) Personal services (e.g., laundries, beauty shops, barbershops, funeral homes, shoe-repair shops, printing and publishing shops, photographic studios);
- (c) Professional services (e.g., medical and dental clinics, attorneys' offices);
- (d) Repair services (e.g., automobile, jewelry, radio/television, appliance, farm and implement repair; plumbing and electrical contractors' shops);
- (e) Entertainment and amusement services (e.g., motion-picture theaters, recreation halls, bowling alleys);
- (f) Lodging services (hotels and motels);
- (g) Finance, insurance, real estate, and tax services;
- (h) Public and semi-public buildings (e.g., post office, fire hall, city hall);
- (i) Theater.

(2) Private clubs.

(3) Apartments located above the first-floor level.

(4) Automobile parking lots.

(5) Essential services (sewer, water, telephone, electric utility facilities).

(6) Churches and places of religious assembly.

(7) Private colleges and institutions; nursing, rest, and retirement homes.

(C) Accessory uses. Uses incidental to principal uses, such as off-street parking and loading areas; signs; indoor storage of merchandise; wholesaling and manufacturing when incidental to a permitted use; solar panels; satellite dishes and antennas.

(D) Conditional uses (by CUP and in conformance with division (H)).

- (1) One- and two-family dwellings; multiple-family dwellings; and manufactured-home parks licensed by the state.

- (2) Nonresidential licensed day-care facilities.
- (3) Outdoor storage incidental to a principal use.
- (4) Drive-through or drive-up windows accessory to a principal use.
- (5) Sidewalk cafés and outdoor eating/dining areas accessory to a principal use.

(E) Lot requirements and setbacks.

- (1) Lot area: 8,700 sq. ft.
- (2) Lot width: none.
- (3) Setbacks: front none; side none; rear none.
- (4) Access: all lots shall front on, and have ingress and egress by means of, a public right-of-way.

(F) Building height. No structure shall exceed five stories or 75 feet, whichever is less.

(G) Height limitations. Height limits do not apply to water towers, chimneys, flagpoles, antennas, wind energy conversion systems, church spires, church belfries, or church domes not containing habitable space, and support towers permitted by § 150.04.

(H) Conditional use permit standards—C-1.

- (1) Purpose. As above.
- (2) General standards. As above, and the use meets the performance standards of § 151.30.
- (3) Specific standards.
- (a) One- and two-family dwellings and multiple-family dwellings:

1. Building/site design provides a quality residential environment compatible with permitted uses;
2. At least two off-street parking spaces per residential unit, in a garage, carport, or paved area intended for that purpose;
3. Dwelling unit complies with all applicable codes;
4. No undue adverse impact on adjacent properties or substantial alteration of neighborhood character;
5. City may require buffering or screening.
- (b) Nonresidential licensed day-care facilities:
6. Loading/drop-off designed to avoid interference with traffic and pedestrian movement and to promote child safety;
7. Outdoor play areas fenced and located/designed to mitigate visual and noise impacts on adjoining residential areas (if any);
8. One parking space per six attendees based on licensed capacity;

9. All applicable licenses obtained.
 - (c) Outdoor storage incidental to a principal use:
10. Not within 100 ft. of any residential parcel;
11. Screened by suitable materials, such as fencing or natural landscaping (trees, shrubbery, berms), as determined by the City Council; screening at least equal to the height of the tallest item stored;
12. Located in a rear or side yard;
13. Kept in a neat and orderly fashion;
14. No unlicensed or inoperable motor vehicles;
15. Not operated so as to constitute a blighted property, nuisance, or harborage of rodents or other wild animals.
 - (d) Drive-through/drive-up windows:
16. Not adjacent to any residential parcel;
17. Stacking areas to accommodate a minimum of six cars per aisle;
18. Public-address system not audible from any residential parcel;
19. Drive-up windows and stacking areas screened with suitable materials from adjacent parcels;
20. Designed to avoid interference with traffic and pedestrian movements.
 - (e) Sidewalk cafés/outdoor dining:
21. Located in a controlled or cordoned area with at least one opening to an acceptable pedestrian walk; if a liquor license is involved, an enclosure is required, continuous, and access shall be only through the principal building;
22. Not within 200 ft. of any residential parcel and separated from residential parcels by the principal structure or other screening acceptable to the city;
23. Located and designed so as not to interfere with pedestrian and vehicular circulation;
24. Not located to obstruct parking spaces;
25. Located adjacent to an entrance to the principal use;
26. Equipped with refuse containers and periodically patrolled for litter pick-up;

27. No speakers or audio equipment audible from adjacent parcels.

C-2 NEIGHBORHOOD COMMERCIAL DISTRICT.

(A) Purpose.

- a. To provide varied commercial uses—including lot configurations not permitted in the Central Business District—while retaining neighborhood scale and pedestrian orientation;
- b. To allow a wide variety of commercial uses catering to the needs of the entire community and surrounding areas.

(B) Permitted uses and structures.

All commercial uses, including retail, light industrial, wholesale, service, office, financial, recreational, professional, and lodging; all uses permitted in C-1; and other commercial uses not considered industrial.

(C) Accessory uses. Those accessory uses permitted in C-1.

(D) Conditional uses.

All conditional uses permitted in C-1.

(E) Lot requirements and setbacks.

(1) Lot area: none.

(2) Lot width: none.

(3) Setbacks: front 5 ft.; side 5 ft.; rear 5 ft., unless a conditional use allows a 0-ft. setback.

(4) Access: all lots shall front on, and have ingress and egress by means of, a public right-of-way.

(F) Building height. No structure shall exceed three stories or 45 feet, whichever is less.

(G) Height limitations. Height limits do not apply to water towers, chimneys, flagpoles, antennas, church spires, church belfries, or church domes not containing habitable space, and support towers permitted by § 150.04.

C-3 GENERAL COMMERCIAL DISTRICT.

(A) Purpose.

1. To provide for a variety of larger commercial uses, including uses not otherwise permitted in the C-1 or C-2 districts;
2. To include larger-scale commercial uses catering to the community and surrounding areas, and highway-oriented retail goods and services.

(B) Permitted uses and structures.
All commercial uses, including retail, light industrial, wholesale, service, office, financial, recreational, professional, and lodging; all uses permitted in C-1; and other commercial uses not considered industrial.

(C) Accessory uses. Those accessory uses permitted in C-1.

(D) Conditional uses.
All conditional uses permitted in C-1.

(E) Lot requirements and setbacks.

(1) Lot area: none.

(2) Lot width: none.

(3) Setbacks: front none; side none; rear 15 ft.

(4) Access: all lots shall front on, and have ingress and egress by means of, a public right-of-way.

(F) Building height. No structure shall exceed three stories or 45 feet, whichever is less.

(G) Height limitations. Height limits do not apply to water towers, chimneys, flagpoles, antennas, wind energy conversion systems, church spires, church belfries, or church domes not containing habitable space.

I-1 LIGHT INDUSTRIAL DISTRICT.

(A) Purpose. To provide for industrial development outside other districts. Development shall be regulated through performance standards to promote sensitive site design and mitigate external impacts. The district shall:

1. Create industrial areas acceptable to the City that do not adversely affect adjacent and surrounding businesses or residences;
2. Allow uses that do not create, or that mitigate, offensive noise, dust, smoke, odor, or other objectionable influences to adjacent property owners;
3. Prohibit residential uses in the interest of public health.

(B) Permitted uses and structures (within enclosed buildings).
Warehouse; storage; manufacturing; processing; office; wholesale; research; government buildings; and other industrial uses which, in the City Council's determination and as formally documented, are compatible and not detrimental to uses allowed in this or contiguous districts.

(C) Accessory structures and uses.

- (1) Living quarters for security personnel located within the principal structure;
- (2) Overnight outside storage of vehicles associated with the business, screened from residential or public views;

- (3) Outside storage, including fuel storage, screened from general public view;
- (4) Retail or service uses not exceeding 25% of the principal structure's gross floor area;
- (5) Other uses customarily associated with, and subordinate to, a permitted use, as determined by the city;
- (6) Solar panels and equipment, satellite dishes and antennas.

(D) Conditional uses (by CUP and per performance standards).

- (1) Retail or service uses occupying between 25% and 50% of the principal structure's gross floor area.
- (2) Cannabis-oriented businesses, including cannabis retail facilities.
- (3) Wind energy conversion systems (windmills).
- (4) Workforce housing.

(E) District standards.

- (1) Building height: maximum 75 ft. or five stories, whichever less.
- (2) Front yard setback: minimum 35 ft. from local and neighborhood collector streets as identified in the comprehensive plan, if any, or the zoning map if no comprehensive plan exists; or a minimum of 50 ft. from railroad lines and from major collector or arterial roadways as designated in the comprehensive plan, if any, or the zoning map if no comprehensive plan exists.
- (3) Side and rear yard setbacks, measured from land designated accordingly in the comprehensive plan, if any, or the zoning map if no comprehensive plan exists:
 - (a) 70 ft. from R-1 and R-2 residential uses;
 - (b) 30 ft. from C-1 and C-2 commercial uses;
 - (c) 20 ft. from I District uses.
- (4) Lot coverage: maximum 100%, calculated to include building footprints; parking areas; driveways; loading, storage, and trash areas; and other impervious surfaces.
- (5) Access from a collector or arterial roadway as designated in the comprehensive plan, if any, or a street specifically designed to accommodate industrial traffic.
- (6) Trash enclosures or accessory buildings (max 600 sq. ft.) shall be located behind the principal building's front building line and not in any required setback.

(F) Conditional use permit standards—Industrial.

- (1) Purpose. As above.
- (2) General standards. The City Council must find:
 - (a) Consistency with this chapter;
 - (b) Consistency with the comprehensive plan, if any;
 - (c) No undue adverse impact on governmental facilities, utilities, services, or existing/proposed improvements;
 - (d) Compliance with § 151.30 performance standards; and
 - (e) No undue adverse impact on public health, safety, or welfare.
- (3) Specific standards.
 - (a) Retail or service uses occupying 25%–50% of gross area of the principal structure (including cannabis-oriented businesses):

1. No exterior modifications to the building;

2. No outside storage or display and no accessory structures for retail sales purposes;
3. Sufficient parking to accommodate additional retail traffic.

I-2 GENERAL INDUSTRY.

(A) Purpose. To provide for industrial development outside other districts, accommodating a wide variety of industry operating to their maximum advantage. Residential uses are not permitted.

(B) Permitted uses and structures (within enclosed buildings). Warehouse; storage; manufacturing; processing; office; wholesale; research; government buildings; and other industrial uses which, in the City Council's determination and as formally documented, are compatible and not detrimental to uses allowed in this or contiguous districts.

(C) Accessory structures and uses.

- (1) Living quarters for security personnel within the principal structure;
- (2) Overnight outside storage of vehicles associated with the business, screened from residential or public views;
- (3) Outside storage, including fuel storage, screened from general public view;
- (4) Retail or service uses not exceeding 25% of the principal structure's gross floor area;
- (5) Other uses customarily associated with, and subordinate to, a permitted use, as determined by the city;
- (6) Solar panels and equipment, satellite dishes and antennas;
- (7) Workforce housing.

(D) Conditional uses (by CUP and per performance standards).

- (1) Retail or service uses occupying between 25% and 50% of the principal structure's gross floor area.
- (2) Cannabis-oriented businesses, including cannabis retail facilities.

(E) District standards.

- (1) Building height: maximum 75 ft. or five stories, whichever less.
- (2) Front yard setback: minimum 35 ft. from local and neighborhood collector streets as identified in the comprehensive plan, if any, or the zoning map if no comprehensive plan exists; or 50 ft. from railroad lines and from major collector or arterial roadways as designated in the comprehensive plan, if any, or the zoning map if no comprehensive plan exists.
- (3) Side and rear yard setbacks (measured as in I-1):
 - (a) 70 ft. from R-1 and R-2 residential uses;
 - (b) 30 ft. from C-1 and C-2 commercial uses;
 - (c) 20 ft. from I District uses.
- (4) Lot coverage: maximum 100%.
- (5) Access from a collector or arterial roadway as designated in the comprehensive plan, if any, or a street specifically designed to accommodate industrial traffic.

(6) Trash enclosures or accessory buildings (max 600 sq. ft.) located behind the principal building's front building line and not in any required setback.

(F) Conditional use permit standards—Industrial.

(1) Purpose. As above.

(2) General standards. As in I-1(F)(2).

(3) Specific standards.

(a) Retail or service uses occupying 25%–50% of gross area (including cannabis-oriented businesses):

1. No exterior modifications to the building;
2. No outside storage or display and no accessory structures for retail sales purposes;
3. Sufficient parking to accommodate additional retail traffic.

P-I PUBLIC OR INSTITUTIONAL.

(A) Purpose. To provide land areas within the City for public services, utilities, city, federal, state, school district, and religious uses.

(B) Permitted uses and structures.

Public, government-owned uses, including but not limited to parks, playgrounds, athletic fields, cemeteries, other public recreational uses, and essential services such as water, sewer, telephone, and electric utilities.

(C) Accessory uses. Uses incidental to the foregoing principal uses.

P-OS OPEN SPACE, NATURAL PRESERVE, OR PARKS.

(A) Purpose. To provide land areas within the City for natural resource areas, including floodplains, historic areas, wetlands, existing natural prairies, animal habitats, hunting reserves, conservation areas, environmentally sensitive areas, parks, and open spaces.

(B) Permitted uses and structures.

Natural resource areas as listed above, parks and open spaces, and golf courses.

(C) Accessory uses. Uses incidental to the foregoing principal uses.

AG AGRICULTURE.

(A) Purpose. To allow suitable areas of the City to be retained and utilized in open space and/or agricultural uses.

(B) Permitted uses.

- (1) Agriculture, including farm dwellings and agricultural-related buildings and structures subject to state pollution-control standards, but not including commercial feedlots or other commercial operations.
- (2) One-family dwelling units.
- (3) Public, government-owned parks, playgrounds, wildlife areas and game refuges, athletic fields, and other public recreational uses.
- (4) Churches and places of religious assembly, public and private schools, and government-owned buildings and facilities.
- (5) As required by Minn. Stat. § 462.357, subd. 7, facilities listed in R-1(B)(5) shall be considered a permitted single-family residential use, except as otherwise provided therein.

(C) Accessory uses.

- (1) Operation and storage of vehicles, equipment, and machinery incidental to permitted or conditional uses in this district.
- (2) Boathouses, piers, and docks serving a single-family residence.
- (3) Private garages, screen porches, play equipment, solar-panel equipment, satellite dishes, and antennas.

(D) Conditional uses (by CUP).

- (1) Bed-and-breakfast inns.
- (2) Wind energy conversion systems (windmills).
- (3) Home occupations.

(E) Lot requirements and setbacks.

- (1) Lot area: minimum 2.5 acres of upland (land above the 100-year flood elevation or non-wetland).
- (2) Lot width: minimum 200 ft.
- (3) Lot depth: minimum 300 ft.
- (4) Setbacks:
 - (a) Front yard: minimum 40 ft.
 - (b) Side yards: minimum 10 ft.;
 - (c) Corner-lot side yard (street side): minimum 30 ft., but in no case less than the setback of an adjacent lot having its front yard on the same street;
 - (d) Rear yard: minimum 30 ft.;
 - (e) Corner-lot rear yard (street side): minimum 15 ft., but in no case less than the setback of an adjacent lot having its rear yard on the same street.
- (5) Detached accessory buildings: not less than 5 ft. from the rear lot line and not less than 4 ft. from side lot lines in the rear yard. On corner lots, not less than 25 ft. from the

adjacent street, and in no case less than the setback of an adjacent lot having its front yard on the same street.

(6) Access: all lots shall front on, and have ingress and egress by means of, a public right-of-way.

(F) Building height. No structure shall exceed two stories or 35 feet, whichever is less.

(G) Parking. See §§ 151.35–151.39.

(H) Height limitations. Height limits do not apply to water towers, chimneys, flagpoles, antennas, wind energy conversion systems, church spires, church belfries, or church domes not containing habitable space, and support towers permitted by § 150.04.

(I) Conditional use permit standards—AG.

(1) Purpose. As above.

(2) General standards. As above.

(3) Specific standards.

(a) Home occupations: standards as in R-1(H)(3)(c).

(b) Bed-and-breakfast inns:

1. No exterior change other than one non-illuminated wall sign not exceeding 1 sq. ft.;
2. No traffic in greater volume than normally expected in a residential neighborhood.

HAZARDOUS WASTE FACILITIES.

(A) Scope. Hazardous-waste facilities—including, without limitation, transfer and storage stations, processing facilities, and disposal sites—and all real and personal property (including negative and positive easements and water and air rights) needed for the disposal, storage, processing, transfer, or handling of hazardous waste are strictly governed by this section. “Hazardous-waste facility” does not include drop-off centers necessary to allowable uses that are operated by a governmental unit, civic organization, or similar non-profit group expressly for the collection of recyclable wastes (e.g., paper, clean glass, metal containers) and other eligible household wastes not classified as hazardous.

(i) Purpose. The provisions of this subsection are intended to provide guidelines and requirements for the development and operation of hazardous-waste facilities which the City Council may authorize by special/conditional use to protect health, safety, and welfare and ensure harmony with the City’s comprehensive plan.

(ii) Application. Applications for a hazardous-waste-facility conditional use permit shall be made by the property owner(s) (an agent may be designated in writing). Owners must sign the application. Applications shall include the administrative fee set by City Council

and the information required on an application form approved by resolution, as amended from time to time.

(iii) Evaluation. A complete application shall be evaluated before any hazardous-waste facility may be approved.

(iv) Minimum operational standards.

1. No outside storage of materials, containers, or trash-disposal facilities involving hazardous waste.
2. All loading and unloading of hazardous-waste materials shall occur within buildings.
3. A current inventory of hazardous-waste materials, by type and location, shall be posted at the site's main entrance. All hazardous-waste materials shall be clearly labeled.

(v) General application requirements. Applications shall include:

a. Detailed description of the proposed use;

b. Legal description, including McLeod County PID(s);

c. A map showing the site and all property within 1,000 ft. of site boundaries;

d. Names/addresses and self-adhesive mailing labels for owners of record of all property within 1,320 ft. of site boundaries per the McLeod County Auditor's certified list;

e. Complete site plan including:

(1) Site/environmental characteristics within 1,000 ft.:

- (a) Existing vegetation;
- (b) Hydrology/hydraulics (seasonal high water table; proximity to aquifers);
- (c) Physiography and topography (2-ft. contours);
- (d) Existing land uses;
- (e) Microclimate (wind impacts upon terrain and slopes).

(2) Transportation:

- (a) Route plan to/from site, including hours of use;
- (b) Road and rail (on- and off-site) security and turnaround;
- (c) Method of construction and financing of transportation facilities.

(3) City utilities:

- (a) Availability of City sanitary sewer and water;
- (b) Method of utility construction and financing, if applicable.

(4) Building design and special equipment:

- (a) Floor-plan layout for all levels identifying use/occupancy;
- (b) Location/description of waste-handling, processing, and containment equipment;
- (c) Description of automatic shut-down systems and controls, if applicable;
- (d) Description of standby power and fuel sources/supplies;
- (e) Equipment inspection and replacement plans;
- (f) Location/description of proposed external accessory equipment.

(5) Development and operation schedule:

- (a) Schedule of site development/building construction;
- (b) Schedule for commencement of operations;
- (c) Schedule for compliance with applicable state/federal requirements.

f. Facility management and operations:

(1) Operations:

- (a) Description of processes (incineration, chemical processing, disposal, transfer, storage, physical separation);
- (b) Plans for handling ruptures/spills on-site and en route (road/rail);
- (c) Hours of operation;
- (d) Employees (total and maximum shift);
- (e) Site-maintenance plan;
- (f) Operations-monitoring plan (standards, procedures, personnel).

(2) Emergency preparedness:

- (a) List and location of emergency equipment;
- (b) Evacuation and emergency-alert plans for the facility and surrounding area;
- (c) Emergency-training plan for facility employees at hiring and ongoing, and for public-safety personnel of the City and area communities providing support services via mutual-aid agreements;
- (d) Coordination plans with applicable public-safety and health-care agencies;
- (e) Waste-containment plan.

(3) Pollution control. Mitigative measures for odor, noise, surface and groundwater, and air pollution.

(4) Reclamation plan:

- (a) Long-term site/building maintenance plan should operations cease;
- (b) Plan for conversion to other allowable land uses.

(5) Operator credentials:

- (a) Operator's management experience with comparable facilities;
 - (b) Operator's net worth and bonding capacity demonstrating compliance with applicable federal standards (e.g., 40 C.F.R. pts. 123, 264, 265);
 - (c) References;
 - (d) Evidence of permit applications to applicable state/federal agencies.
- (6) Environmental Assessment Worksheet as defined by, and on forms provided by, the State Environmental Quality Board.

(vi) Procedure.

(a) The complete application shall be referred to qualified consultants selected by the City to evaluate compliance with applicable state/federal regulations and consistency with accepted industry standards. All review costs shall be paid by the petitioner pursuant to a written agreement and cash escrow.

(b) Upon receipt of the consultant's report, the findings of the environmental-assessment review, and preparation of staff's report, the application shall be referred to the Planning Commission for:

- (1) Evaluation of CUP standards;
- (2) Evaluation of this subsection's standards;
- (3) Consideration of public-hearing testimony; and
- (4) Recommendation to the City Council, which shall make the final determination.

(vii) Development standards and performance criteria.

- (a) Minnesota Pollution Control Agency permit(s).
- (b) U.S. Environmental Protection Agency permit(s).
- (c) Department of Natural Resources permit(s).
- (d) EAW and, if required, EIS.
- (e) Performance agreements and financial guarantees as required by ordinance and City policy, covering at minimum completion of required site improvements, emergency clean-up/correction activities (with specified commencement times after which the City may act), and closure/post-closure activities.
- (f) Compliance with approved monitoring and reporting procedures.
- (g) CUP renewal requirements.
- (h) Use of principal arterial roadways for access routes.
- (i) Two independent emergency access/escape routes that do not traverse residential areas.
- (j) Minimum 1,000-ft. setback to stormwater holding areas, natural drainage facilities,

and wetlands.

- (k) On-site stormwater management meeting City design standards.
- (l) No outside storage of materials, containers, or trash-disposal facilities involving hazardous wastes; outside facilities involving other wastes shall be enclosed and/or screened per approved plans.
- (m) All loading/unloading of waste materials within buildings.
- (n) Compliance with applicable policies/regulations relating to development, operation, and closure/conversion.
- (o) Current inventory of waste materials, by type and location, posted at the site's main entrance; all hazardous-waste materials clearly labeled.
- (p) Maintenance and continued implementation of approved emergency-training programs for all employees at hiring and ongoing; programs reviewed at least quarterly to ensure currency; similar training for public-safety personnel of the City and mutual-aid communities.
- (q) Maintenance of approved emergency-preparedness plans, including provisions for alerting applicable agencies and area property owners, and for emergency evacuation of the facility and surrounding area.
- (r) Required emergency clean-up/corrective operations shall be promptly undertaken and completed; the City Council may impose specific reasonable time frames; upon noncompliance, the City may proceed under performance agreements/financial guarantees to complete the work at the operator's expense.

(viii) Miscellaneous regulations.

- (a) Rules and regulations. The Planning Commission and City Council may amend or vary application/review procedures and required documents.
- (b) Plan changes. The Zoning Administrator may authorize minor changes in location, placement, and height of structures after Final Site Plan adoption; any change in use or major change requires public hearing and City Council approval. The Zoning Administrator shall determine what constitutes a major change.
- (c) Certification of plans. All architectural/engineering plans shall be designed and certified by a professional architect or engineer registered in Minnesota. Site plans may be prepared by a professional site planner but must be certified by a registered engineer or architect.
- (d) Review. If development is not progressing reasonably according to schedule, the owner may be required to submit a statement explaining the lack of progress. If the Council finds development has not occurred according to schedule, or is otherwise unreasonable, the Council may revoke the CUP and all development shall cease until a revised schedule is approved.
- (e) Withdrawal. An application may be withdrawn at any time during the approval process.
- (f) Other. Signs, parking, and any provisions not specifically addressed herein are governed by other applicable ordinances, laws, or regulations.

(ix) Enforcement. The Zoning Administrator is responsible for assuring compliance with permit conditions, this ordinance, City Code, and other applicable regulations.

(x) Review and renewal. Facilities authorized by the City Council are subject to periodic City review; permits with specified review/renewal periods shall be administered as set forth in this section.

(xi) Revocation. The Planning Commission may recommend, and the City Council may direct, revocation of any hazardous-waste-facility CUP for cause upon determination that the authorized use is not in conformance with permit conditions or is in continued violation of this ordinance, City Code, or other applicable regulations.

(xii) Permit amendment. Permit holders may propose amendments subject to applicable requirements and procedures.

(xiii) Expiration.

a. A CUP expires unless the authorized use commences within one year of issuance, unless an extension is requested before expiration with the renewal fee set in City Code.

b. If an existing facility is abandoned or closed for six months, the CUP expires six months after the date of abandonment or closure as determined by the City.

c. Upon abandonment or closure, required closure/post-closure agreements (including financial guarantees) shall be implemented and enforced per applicable policies, codes, and regulations as directed by the City Council.

509.10 Temporary Family Health Care Dwellings.

Minn. Stat. § 462.3593 permits and regulates temporary family health care dwellings and, in subdivision 9, allows a city to opt out of its requirements.

509.10(1) Opt-Out. The City of Glencoe hereby opts out of the requirements of Minn. Stat. § 462.3593.

Section 510

510 Performance Standards. The performance standards established in this section are designed to encourage a high standard of development by providing assurance that neighboring land uses will be compatible. The performance standards are also designed to prevent and eliminate those conditions that cause urban blight. All future development shall be required to meet these standards. The standards shall also apply to existing development where so stated. The City Council shall be responsible for enforcing the standards.

Before any building permit is approved, the Building Inspector shall determine whether the proposed use will conform to the performance standards. Such data may include a description of equipment to be used, hours of operation, method of refuse disposal, type and location of exterior storage, etc. It may occasionally be necessary for a developer or business to employ specialized consultants to demonstrate that a given use will not exceed the performance standards.

510.01 Exterior Storage. In all districts, all materials and equipment shall be stored within a building or fully screened so as not to be visible from adjoining properties, except for the

following: laundry drying and recreational equipment; construction and landscaping materials and equipment currently (within a period of 12 months) being used on the premises; agricultural equipment and materials if these are used or intended for use on the premises; and off-street parking of passenger automobiles and pickup trucks. Boats and unoccupied trailers less than 20 feet in length are permissible if stored in the rear yard more than five (5) feet distant from the property line. Existing uses shall comply with this provision within 12 months following enactment of this ordinance.

510.02 Refuse. In all districts, all waste material, debris, refuse, or garbage shall be kept in an enclosed building or properly contained in a closed container designed for such purposes. The owner of vacant land shall be responsible for keeping such land free of refuse and weeds. Existing uses shall comply with this provision within six months following enactment of this ordinance.

Passenger vehicles and trucks in an inoperative state shall not be parked in residential districts for a period exceeding seven (7) days. "Inoperative" shall mean incapable of movement under their own power and in need of repairs or in junkyard condition. All exterior storage not included as a permitted accessory use, a permitted use, included as part of a special use permit, or otherwise permitted by the provisions of this ordinance, shall be considered refuse.

510.03 Screening and Fencing.

510.031 PERMITTED.

Fences shall be permitted in all yards, subject to the conditions of this Section.

510.032 PERMIT REQUIRED.

It is unlawful for any person to construct or cause to be constructed or erected within the City any fence without first making an application for and securing a zoning permit.

510.033 LOCATIONS.

All fences shall be located entirely upon the private property of the person constructing, or causing the construction of, such fence and may have a zero (0) foot setback from all lot lines, except as described in Subd. 5 of this Section. The Zoning Administrator may require the owner of the property upon which a fence now exists, or may require any applicant for a zoning permit for a new fence, to establish the boundary lines of his or her property by a certificate of survey made by a registered land surveyor.

510.034 CONSTRUCTION AND MAINTENANCE.

- a. Every fence shall be constructed in a substantial, professional-like manner and of substantial material reasonably suited for the purpose for which the fence is to be used.
- b. Every fence shall be maintained in a condition of reasonable repair and shall not be allowed to become and remain in a condition of disrepair or danger or constitute a nuisance. Any such fence that is, or has become, dangerous to the public safety, health, or welfare is a public nuisance, and the Zoning Administrator shall commence proper proceedings for the abatement thereof.
- c. Link fences, wherever permitted, shall be constructed in such a manner that no barbed ends shall be at the top, except where permitted in industrial districts.

d. That side of any fence considered to be its evident finished side or face (i.e., the finished side having no structural supports) shall face abutting property. If the fence is located in a commercial or industrial district and visible to the public from both sides, as determined by the Zoning Administrator, it shall contain finished surfaces on both the interior and exterior of the fence.

e. Fences shall not obstruct natural drainage.

f. A fence may be located within the rear yard and side yard to a maximum height of eight (8) feet up to the point where it is parallel with the front edge of the building. Fences located within the front yard or side-street yard to the right-of-way shall have no more than fifty (50) percent opacity and shall not exceed four (4) feet in height as measured from grade.

510.053 FENCING CONFORMITY.

Fencing in all districts shall conform to the following:

1. Fences in all districts shall be maintained so that the exposed outer/inner surface is uniformly painted or stained in a neat and aesthetically acceptable condition.
2. The side of the fence considered to be the face (finished side as opposed to structural supports) shall face abutting property.
3. No fence shall be permitted on a public right-of-way or boulevard area.
4. No fence shall be erected on a corner lot that will obstruct or impede the clear view of an intersection by approaching traffic within a sight triangle defined by measuring thirty (30) feet from intersecting streets.
5. Snow-stop fencing may be used from November 1 to April 30. No permit shall be required for temporary fencing.
6. All fencing shall be constructed straight, true, and plumb.
7. All fences shall have a gate or opening to allow access from the exterior of the lot.
8. All fences shall be constructed of durable materials such as treated or painted wood, cedar, chain link, aluminum, wrought iron, and similar materials intended to be used for fencing in urban areas. Agricultural fences, woven wire, electric wire, plastic, and fences made of flimsy or non-traditional materials/items are prohibited.

510.054 SCREENING, COMMERCIAL AND INDUSTRIAL.

All commercial and industrial uses abutting and/or adjacent to a residential district shall be required to provide screening according to this Section. All fencing and screening specifically required shall consist of either a fence or a greenbelt planting strip as provided for below:

- a. A greenbelt planting strip shall consist of evergreen trees and/or deciduous trees and plants and shall be of sufficient width and density to provide an effective visual screen. This planting strip shall be designed to provide complete visual screening to a minimum height of four (4) feet. Earth mounding or berms may be used but shall not be used to achieve more than three (3) feet of the required screening. The planting plan and type of plantings shall require the approval of the City Council.
- b. Planting in excess of six (6) feet in height shall require approval of the Zoning Administrator.
- c. A required screening fence shall be constructed of masonry, brick, or wood. Such fence shall provide a solid screening effect eight (8) feet in height. The design and materials used in constructing a required screening fence shall be subject to the approval of the

City Council. Fences exceeding eight (8) feet in height, or a variation from the requirements of this Section, shall require a conditional use permit.

510.055 LOCATION AND SCREENING OF REFUSE.

a. All refuse and refuse-handling equipment, including but not limited to garbage containers and dumpsters, shall be stored within the principal structure, within an accessory building, or totally screened from eye-level view for all uses, except for residential structures with four (4) dwelling units or fewer.

b. Screening shall be at least six (6) feet in height, constructed of brick, block, or wood, and compatible with the principal structure. Accessory structures shall comply with minimum setback requirements. All dumpsters and trash-handling containers shall be kept in a good state of repair with tight-fitting lids to prevent spilling of debris.

510.06 Landscaping. In residential districts, all developed uses shall provide a landscaped yard along all streets. This yard shall be kept clear of all structures, storage, and off-street parking. Except for driveways, the yard shall extend along the entire frontage of the lot, and along both streets in the case of a corner lot, and such yard shall have a depth of at least twenty (20) feet.

510.07 Maintenance. In all districts, all structures, required landscaping, and fences shall be maintained so as not to be unsightly or present harmful health or safety conditions.

510.08 Glare. In all districts, any lighting used to illuminate an off-street parking area, sign, or other structure shall be arranged to deflect light away from any adjoining residential zone or from public streets. Direct or sky-reflected glare, from floodlights or from high-temperature processes such as combustion or welding, shall not be directed into any adjoining property. Light sources shall be hooded or controlled in some manner so as not to light adjacent property.

510.09 Parking, Surfacing, and Drainage. Off-street parking areas shall be improved with a durable and dustless surface. Such areas shall be graded and drained to properly manage storm water in accordance with the City of Glencoe's Construction and Postconstruction Storm Water ordinance and Storm Water Management Design Standards document.

Location. All accessory off-street parking facilities required herein shall be located as follows:

a. Spaces accessory to one- and two-family dwellings shall be on the same lot as the principal use served.

b. Spaces accessory to multiple-family dwellings shall be on the same lot as the principal use served or within two hundred (200) feet of the main entrance to the principal building served.

c. Spaces accessory to uses located in a Business or Industrial District shall be within eight hundred (800) feet of a main entrance to the principal building served.

d. There shall be no off-street parking space within five (5) feet of any street right-of-way.

e. No off-street parking area containing more than four (4) parking spaces shall be

located closer than five (5) feet from an adjacent lot zoned or used for residential purposes.

f. Access. All off-street parking spaces shall have access on driveways and not directly off the public street.

g. Determination of Areas. A parking space shall be not less than three hundred (300) square feet per vehicle of standing and maneuvering area.

h. Truck Parking in Residential Areas. No motor vehicle over one-ton capacity bearing a commercial license, and no commercially licensed trailer, shall be parked or stored in a platted residential district except when loading, unloading, or rendering a service.

i. Other Parking in Residential Areas. Parking in residential areas (off-street and on-street) shall be limited to the use of the residents of those homes. Except for short-term parking (six hours or less) and guest parking, the number of vehicles parked on or in front of a residential lot shall not exceed double the number of persons residing on the premises and having automobile drivers' licenses.

j. Reduction of Parking Areas. Off-street parking spaces shall not be reduced in number unless said number exceeds the requirements set forth herein.

k. Number of Parking Spaces Required. All multifamily housing units constructed from and after February 1, 1997, shall provide two and one-half (2.5) off-street parking stalls per unit.

510.10 Traffic Control. The traffic generated by any use shall be channelized and controlled in a manner that will avoid: (a) congestion on the public streets; (b) traffic hazards; and (c) excessive traffic through residential areas, particularly truck traffic. Internal traffic shall be regulated so as to ensure its safe and orderly flow. Traffic into and out of business and industrial areas shall in all cases be moving forward with no backing into streets.

On corner lots, nothing shall be placed or allowed to grow in such a manner as materially to impede vision between a height of two and one-half (2-1/2) feet and ten (10) feet above the centerline grades of the intersecting streets within fifteen (15) feet of the intersecting street right-of-way lines. This restriction shall also apply to yard grades that result in elevations that impede vision within fifteen (15) feet of any intersecting street right-of-way lines.

510.11 Drainage. No land shall be developed and no use shall be permitted that results in water run-off causing flooding or erosion of adjacent properties. Storm water runoff shall be properly managed as identified within the City of Glencoe's Storm Water Management Standards document. In the case of all residential subdivisions, multiple-family, business, and industrial developments, the drainage plans shall be submitted to the City Engineer for review, and the final drainage plan shall be subject to written approval. In the case of such uses, no modifications in grade or drainage flow through fill, erection of retaining walls, or other such actions shall be permitted until such plans have been reviewed and have received written approval from the City Engineer.

510.12 Explosives. No activities involving the storage, utilization, or manufacture of materials or products, such as TNT or dynamite, which could decompose by detonation, shall be permitted except such as are specifically licensed by the Council.

510.13 Radiation and Electrical Emissions. No activities shall be permitted that emit dangerous radioactivity beyond enclosed areas. There shall be no electrical disturbance (except from domestic household appliances) adversely affecting the operation, at any point, of any equipment other than that of the creator of such disturbances.

510.14 Aesthetics and Safety. It is hereby affirmed as essential municipal policy that the appearance of this municipality is a proper matter for public concern and that all open spaces, buildings, signs, plantings, surfaces, and structures which may be seen from the public ways are subject to the provisions of this ordinance.

On any building visible from a public street, the following materials shall not be permitted on exterior wall surfaces: sheet metal, either corrugated or plain; unfinished structural clay tile; common concrete masonry units; concrete brick; or similar materials. Such materials, however, may be used in a proper arrangement, or in combination with other materials of a permanent nature, with good architectural design and appeal.

Vertical steel siding will not be allowed in any residential district, except in the gable end of the roof.

The application for a building permit shall be accompanied by exterior elevations of the proposed building which will adequately and accurately indicate the height, size, bulk, design, and the appearance of all elevations, and a description of the construction and materials proposed to be used therein. A complete site plan showing landscaping, off-street parking, structure locations, grades, and access drives shall also be shown.

510.15 Floor Area Ratios. All buildings proposed that exceed the height limits imposed by provisions of this ordinance and requiring a Special Use Permit shall be governed as follows:

Buildings of greater height than expressly permitted by the ordinance may be permitted by Special Use Permit provided:

- a. It is determined that:
 - i. Adequate fire protection and other safety features are provided; and
 - ii. The height and bulk of the building will not destroy a scenic or other appropriate view, will not shut off light and air from surrounding properties, or otherwise be detrimental to the public.
- b. Said high-rise buildings shall be in accordance with floor area ratio standards (a formula that regulates the maximum amount of floor space on any lot in terms of a multiple of the area of the lot) as follows:

In Residential Districts:

- FAR of 0.5 for buildings up to and including six (6) stories in height;
- FAR of one (1) for buildings over six (6) stories in height.

In Non-Residential Districts:

- FAR of one (1).

The FAR shall be interpreted to mean: $FAR = \text{Floor Area} \div \text{Lot Area}$.
In no event, however, shall any building occupy more than the permitted percentage of lot area as provided in this ordinance.

510.16 Maximum Density, Minimum Space, Use, and Location Requirements. No person shall occupy or permit the use or occupancy of any dwelling or dwelling unit in any zone for the purpose of living therein which does not comply with the requirements of this section. With the exception of owners occupying a particular dwelling unit prior to May 18, 1998, the maximum permissible occupancy of any dwelling unit shall be determined as follows:

- a. For the first occupant, one hundred fifty (150) square feet of habitable room floor space, and for every additional occupant thereof, at least one hundred (100) square feet of habitable room floor space;
- b. In no event will the total number of occupants exceed two (2) times the number of habitable rooms, less the kitchen, in the dwelling unit.

511 PLANNED UNIT DEVELOPMENT

511.01 Purpose. This section is established to provide comprehensive procedures and standards designed to allow greater flexibility in the development of neighborhoods or areas by incorporating a mixture of densities, intensities, or use types when applied to a Planned Unit Development (PUD) District. The PUD process, by allowing deviation from the strict provisions of this ordinance related to setbacks, height, lot area, width and depth, yards, etc., and by the mix of uses permitted by PUD zoning, is intended to encourage:

- a. Innovations in development so that the growing demands for various forms of economic expansion may be met by greater variety in the type, design, and siting of structures and by the conservation and more efficient use of land in such developments.
- b. Higher standards of site and building design through the use of trained and experienced land planners, architects, and landscape architects.
- c. More convenience in the location and design of development and service facilities.
- d. The preservation and enhancement of desirable site characteristics, such as natural topography and geologic features, and the prevention of soil erosion.
- e. A creative use of land and related physical development that allows a phased and orderly transition of land from rural to urban uses.
- f. An efficient use of land resulting in smaller networks of utilities and streets, thereby lowering development costs and public investments.
- g. A development pattern in harmony with the objectives of the Comprehensive Plan (PUD is not intended to vary applicable planning and zoning principles).
- h. A more desirable and creative environment than might be possible through the strict application of the City's zoning and subdivision regulations.
- i. Clustered developments that respect the overall planned density for the area and that minimize the impact of development on the environment and significant natural features.

511.02 General Requirements and Standards.

511.021 Ownership. An application for PUD must be filed by the landowner or jointly by all landowners of the property included in a project. The application and all submissions must be directed to the development of the property as a unified whole. In the case of multiple ownership, the approved final plan shall be binding on all owners.

511.022 Comprehensive Plan Consistency. The proposed PUD shall be consistent with the City Comprehensive Plan.

511.023 Standards for Common Open Space. No open area may be accepted as common open space under the provisions of this ordinance unless it meets the following standards:

- a. The location, shape, size, and character of the common open space must be suitable for the planned development.
- b. Common open space must be used for amenity or recreational purposes. The uses authorized for the common open space must be appropriate to the scale and character of the planned development, considering the size, density, expected population, topography, and the number and type of dwellings to be provided.
- c. Common open space must be suitably improved for its intended use, but common open space containing natural features worthy of preservation may be left unimproved. The buildings, structures, and improvements which are permitted in the common open space must be appropriate to the uses which are authorized for the common open space and must conserve and enhance the amenities of the common open space, having regard to its topography and unimproved condition.
- d. Wetlands, floodplains, and other such lands designated as undevelopable shall not be considered as common open space.

511.024 Conveyance and Maintenance of Common Open Space.

- a. All land shown on the final development plan as common open space must be conveyed under one of the following methods, at the discretion of the City:
- b. It may be conveyed to a public agency which will agree to maintain the common open space and any buildings, structures, or improvements which have been placed on it.
- c. It may be conveyed to a corporation, developer, homeowners association (incorporated or unincorporated), or trustee, provided an indenture establishes an association or similar organization for the maintenance of the planned development. The common open space must be conveyed to the party involved, subject to covenants approved by the City Council, which restrict the common open space to the uses specified on the final development plan and which provide for the maintenance of the common open space in a manner which assures its continuing use for its intended purpose.
- d. If the common open space is conveyed to a private party and is not maintained properly to standards established by the City, the City shall have the authority to maintain the property and assess the costs incurred back to the land benefited by the improvement.

511.025 Density. The maximum allowable density in a PUD zoning district shall be determined by standards negotiated and agreed upon between the applicant and the City. In all cases the

negotiated standards shall be consistent with the development policies contained in the Comprehensive Plan.

511.026 Utilities. In any PUD, all utilities, including telephone, electricity, gas, and cable communications, shall be installed underground and shall be the responsibility of the developer.

511.027 Roadways. All streets shall conform to the design standards contained in the subdivision regulations, unless otherwise approved by the City Council.

511.028 Landscaping. In any PUD, landscaping shall be provided according to a plan approved by the City Council, which shall include a detailed planting list with sizes and species indicated as part of the final plan. In assessing the landscaping plan, the Council shall consider the natural features of the particular site, the architectural characteristics of the proposed structures, and the overall scheme of the PUD plan.

511.029 Urban/Rural Servicing Requirements. All development will be carefully phased so as to ensure that all developable land will be accorded a present vested right to develop at such time as services and facilities are available. Lands which have the necessary available municipal facilities and services may be granted approval in accordance with existing City Code provisions and development techniques. Lands which lack the available public facilities and services may be granted approval for development, provided that all applicable provisions of this ordinance, the City Code, and state regulations are complied with.

511.0291 Setbacks. The yard setbacks of the PUD shall be the same as imposed in the base zoning districts, unless otherwise approved by the City Council.

511.03 Procedure for Processing a Planned Unit Development.

511.030 Application Conference. Upon filing of an application for PUD, the applicant is encouraged to arrange for and attend a conference with the Zoning Administrator. The primary purpose of the conference shall be to provide the applicant with an opportunity to gather information and obtain guidance as to the general suitability of the applicant's proposal for the area for which it is proposed and its conformity to the provisions of this section before incurring substantial expense in the preparation of plans, surveys, and other data.

511.031 General Concept.

- a. Plan Purpose. The General Concept Plan provides an opportunity for the applicant to submit a plan to the City showing the basic intent and the general nature of the entire development without incurring substantial cost. The following elements of the proposed General Concept Plan represent the significant elements for City review and comment.
1. Overall maximum PUD density range.
 2. General location of major streets and pedestrian ways.
 3. General location and extent of public and common open space.
 4. General location of residential and non-residential land uses with approximate type and intensities of development.
 5. Staging and time schedule of development.

6. Other special criteria for development as requested by the Zoning Administrator, Planning & Zoning Commission, or City Council.

- b. Review and Action by City Staff and Planning & Zoning Commission. The Zoning Administrator shall refer the Concept Plan and other supporting documents to the following City staff and/or official bodies for the indicated action:
1. The City Attorney for legal review of all documents, to include the agreement.
 2. The City Engineer for review of all engineering data, to include, but not limited to, streets; water, sanitary sewer, and storm sewer system plans; wetlands identification/mitigation; sidewalk/trail installation; grading plan; landscaping plan; and street-lighting plan.
 3. The Building Official for review of all building plans.
 4. The Planning & Zoning Commission shall review the plan and make its recommendation to the City Council. Within the time frame provided by Minnesota Statutes Section 15.99 following receipt of the completed application, the City Council shall render its decision granting or denying the report and plans. Such plans and specifications shall remain a part of the permanent records of the City.
 5. When appropriate, as determined by the Zoning Administrator, to other special review agencies such as watershed districts, Soil Conservation Service, highway departments, or other affected agencies.

c. Schedule.

1. The developer shall meet with the Zoning Administrator to discuss the proposed development.
2. The applicant shall file the concept-stage application, together with all supporting data and the filing fee as established by the City Council.
3. After verification by the staff that the required plan and supporting data are adequate, the Planning & Zoning Commission shall hold a public hearing.
4. The Planning & Zoning Commission shall conduct a public hearing and report its findings and make recommendations to the City Council.
5. The Zoning Administrator shall instruct the appropriate staff persons to prepare technical reports where appropriate and provide general assistance in preparing a recommendation on the action to the City Council.
6. The Zoning Administrator and the Planning & Zoning Commission shall have the authority to request additional information from the applicant concerning operational factors, or to retain expert testimony with the consent and at the expense of the applicant concerning operational factors, said information to be declared necessary to establish performance conditions in relation to all pertinent sections of this ordinance.
7. The applicant, or a representative thereof, shall appear before the Planning & Zoning Commission in order to answer questions concerning the proposed development.
8. Within the time frame provided by Minnesota Statutes Section 15.99 following receipt of the completed application, the City Council shall render its decision granting or denying the report and plans. Such plans and specifications shall remain a part of the permanent records of the City.

d. Effect of Concept Plan Approval. Unless the applicant fails to meet time schedules for filing the Development Final Plan, fails to proceed with development in accordance with the plans as approved, or otherwise fails to comply with any condition of this ordinance or of any approval granted pursuant to it, the approved General Concept Plan shall not be modified, revoked, or otherwise impaired pending the application of Development Final Plans by any action of the City without the consent of the applicant.

e. Limitation on General Concept Plan Approval. Unless a Final Plan covering the area designated in the General Concept Plan as the first stage of the PUD has been filed within one (1) year from the date the City Council grants General Concept Plan approval, or in any case where the applicant fails to file Development Final Plans to proceed with the development in accordance with the provisions of this ordinance and of an approved General Concept Plan, the approval may be revoked by City Council action. In such case, the City Council shall forthwith adopt a resolution repealing the General Concept Plan approval for that portion of the PUD that has not received final approval and re-establishing the zoning and other City Code provisions that would otherwise be applicable. The time limit established may, upon approval of the City Council, be extended for up to one (1) year.

511.04 Final Plan.

a. Purpose. The Final Plan is to serve as a complete, thorough, and permanent public record of the PUD and the manner in which it is to be developed. It shall incorporate all prior approved plans and all approved modifications thereof resulting from the PUD process. It shall serve, in conjunction with other City Code provisions, as the land-use regulation applicable to the PUD. The Final Plan is intended only to add detail to, and to put in final form, the information contained in the Concept Plan and shall conform to the Concept Plan in all respects.

b. Schedule. The Planning & Zoning Commission shall review the plan and make its recommendation to the City Council. Within the time frame provided by Minnesota Statutes Section 15.99 following receipt of the completed application, the City Council shall render its decision granting or denying the report and plans. Such decision shall be accompanied by findings of fact and shall refer to any exhibits containing plans and specifications for the proposed plan. Such plans and specifications shall remain a part of the permanent records of the City.

c. Building and Other Permits. Except as otherwise expressly provided herein, upon receiving notice from the Zoning Administrator that the approved final plat has been recorded and upon application of the applicant pursuant to the applicable City Code provisions, all appropriate officials of the City may issue building and other permits to the applicant for development, construction, and other work in the area encompassed by the approved final plat; provided, however, no such permit shall be issued unless the appropriate official is first satisfied that the requirements of all codes and City Code provisions which are applicable to the permit sought have been satisfied.

d. Limitation on Final Plan Approval. Within one (1) year after the approval of a Final Plan for a PUD, or such shorter time as may be established by the approved development

schedule, construction shall commence in accordance with such approved plan. Failure to commence construction within such period shall, unless an extension has been granted by the City Council as hereinafter provided, automatically render void the PUD permit and all approvals of the PUD plan, and the area encompassed within the PUD shall thereafter be subject to those provisions of this ordinance, and other City Code provisions, applicable in the district in which it is located. In such cases, the City Council shall forthwith adopt a resolution repealing the PUD permit and all PUD approvals and re-establishing the zoning and other City Code provisions that would otherwise be applicable. The time limit established may, upon approval of the City Council, be extended for up to one (1) year.

511.05 Concept Plan Application Submission Requirements.

Ten (10) copies, or fewer as determined by the Zoning Administrator, of all exhibits.

General Concept.

a. Application Information:

1. The landowner's name, address, other contact information, and the landowner's interest in the subject property. The landowner's signature shall be required on the application.
2. The applicant's name and address, if different from the landowner.
3. The names, addresses, and other contact information of all professional consultants who have contributed to the development of the PUD plan being submitted, including the attorney, land planner, engineer, and surveyor.
4. Evidence that the applicant has sufficient control over the subject property to effectuate the proposed PUD, including a statement of all legal, beneficial, tenancy, and contractual interests held in or affecting the subject property; an up-to-date certified abstract of title or registered property report; and such other evidence as the City Attorney may require as proof of the status of title or control of the subject property.
5. The complete legal description of the subject property.
6. The existing zoning classification and present use of the subject property and a map depicting the existing development.

b. **Written Statement.** A written statement generally describing the proposed PUD and the market which it is intended to serve, and its demand, showing its relationship to the Comprehensive Plan and how the proposed PUD is to be designed, arranged, and operated to permit the development and use of neighboring property in accordance with the applicable regulations of the City.

c. **Site Conditions.** Graphic reproductions of the existing site conditions at a scale of one hundred (100) feet.

1. Contours shown at minimum two (2) foot intervals.
2. Location, type, and extent of tree cover.
3. Slope and grade analysis.
4. Location and extent of water bodies, wetlands, etc., within three hundred (300) feet of the subject property.

5. Significant rock outcroppings.

6. Existing drainage patterns.

7. Vistas and significant views.

8. Soil conditions as they affect development.

All of the graphics should be the same scale as the final plan to allow easy cross-reference.

The use of overlays is recommended for clear reference.

d. Schematic Drawing. A schematic drawing of the proposed development concept, including but not limited to the general location of major circulation elements, fire lanes, public and common open space, residential uses, and other land uses.

e. Number of Dwelling Units. A statement of the estimated total number of dwelling units proposed for the PUD and a tabulation of the proposed approximate allocations of land use, expressed in acres and as a percent of the total project area, which shall include at least the following:

1. Area devoted to uses.

2. Area devoted to use by building type.

3. Area devoted to common open space.

4. Area devoted to public open space.

5. Area devoted to streets.

6. Area devoted to, and number of, off-street parking and loading spaces and related access.

f. Schedule of Development. When the PUD is to be constructed in stages during a period of time extending beyond a single construction season, a schedule for the development of such stages or units shall be submitted stating the approximate beginning and completion date for each such stage or unit and the proportion of the total PUD public or common open space and dwelling units to be provided or constructed during each such stage, and the overall chronology of development to be followed from stage to stage.

g. Common Space Provisions. When the proposed PUD includes provisions for public or common open space or service facilities, a statement describing the provision that is to be made for the care and maintenance of such open space or service facilities.

h. Restrictive Covenants. The general intents of any restrictive covenants that are to be recorded with respect to property included in the proposed PUD.

i. Utility Plans. Schematic utility plans indicating placement of water, sanitary and storm sewers, and lighting.

j. Exceptions. The Zoning Administrator may excuse an applicant from submitting any specific item of information or document required in this stage which it finds to be unnecessary to the consideration of the specific proposal for PUD approval.

k. Submittal of Additional Information. The Zoning Administrator, Planning & Zoning Commission, or City Council may require the submission of any additional information or documentation which it may find necessary or appropriate to full consideration of the proposed PUD or any aspect or stage thereof.

l. Public Hearing. The Zoning Administrator, upon receipt of a completed application and required supporting documents, will schedule a public hearing to be held by the Planning & Zoning Commission.

511.06 Final Development Plan Application Submission Requirements.

Final Development Plan submissions should depict and outline the proposed implementation of the general concept stage for the PUD. Information from the general concept stage may be included for background and to provide a basis for the submitted plan. The final development plan submission shall include, but not be limited to:

- a. Zoning classification required for final development plan submission and any other public decisions necessary for implementation of the proposed plan.
- b. Ten (10) sets of final plans, or fewer as determined by the Zoning Administrator, drawn to a scale of not less than one (1) inch equals one hundred (100) feet (or such other scale as requested by the Zoning Administrator), containing at least the following information:
 1. Proposed name of the development, which shall not duplicate nor be similar in pronunciation to the name of any plat theretofore recorded in Sibley County.
 2. Property boundary lines and dimensions of the property and any significant topographical or physical features of the property.
 3. The location, size, use, and arrangement—including height in stories and feet and total square feet of ground area coverage and floor area—of proposed buildings, and existing buildings which will remain, if any.
 4. Location and dimensions of all driveways, entrances, curb cuts, parking stalls, loading spaces, and access aisles; all other circulation elements, including bicycle and pedestrian circulation; and the total site coverage of all elements.
 5. Location, designation, and total area of all common open space.
 6. Location, designation, and total area proposed to be conveyed or dedicated for public open space, including parks, playgrounds, school sites, and recreational facilities.
 7. Proposed lots and blocks.
 8. The location, use, and size of structures and other land uses on adjacent properties.
 9. Detailed sketches and provisions of proposed landscaping.
 10. Grading and drainage plans for the developed PUD.
 11. Any other information that may be required by the Zoning Administrator, Planning & Zoning Commission, and City Council in conjunction with the approval of the General Concept Plan.
- c. An accurate legal description of the entire area within the PUD for which the final development plan approval is sought.
- d. A tabulation indicating the number of residential dwelling units.

e. A detailed site plan, suitable for recording, showing the physical layout, design, and purpose of all streets, easements, rights-of-way, utility lines and facilities, lots, blocks, public and common open space, general landscaping plan, structures (including mobile homes), and uses.

f. A grading and site-alteration plan illustrating changes to existing topography and natural site vegetation. The plan should clearly reflect the site treatment and its conformance with the approved concept plan.

g. A preliminary plat prepared in accordance with the subdivision regulations.

h. As required, a soil erosion control plan acceptable to watershed districts, the Department of Natural Resources, Soil Conservation Service, or any other agency with review authority, clearly illustrating erosion-control measures to be used during construction and as permanent measures.

i. A statement summarizing all changes which have been made in any document, plan data, or information previously submitted, together with revised copies of any such document, plan, or data.

j. Such other information as the Zoning Administrator, Planning & Zoning Commission, or City Council shall find necessary to a full consideration of the entire proposed PUD or any stage thereof.

k. The City Council may excuse an applicant from submitting any specific item of information or document required in this section which it finds to be unnecessary to the consideration of the specific proposal for PUD approval.

511.07 Final Plan Stage. After approval of a General Concept Plan for the PUD and approval of a Final Plan for a section of the proposed PUD, the applicant shall submit the following material for review by City staff prior to issuance of a building permit:

a. Proof of recording any easements and restrictive covenants prior to the sale of any land or dwelling unit within the PUD and of the establishment and activation of any entity that is to be responsible for the management and maintenance of any public or common open space or service facility.

b. All certificates, seals, and signatures required for the dedication of land and recording of documents.

c. Final architectural working drawings of all structures.

d. A final plat and final engineering plans and specifications for streets, utilities, and other public improvements, together with a City/Developer Agreement for the installation of such improvements and financial guarantees for the completion of such improvements.

e. Any other plans, agreements, or specifications necessary for City staff to review the proposed construction. All work must be in conformance with the Minnesota State Uniform Building Code.

512 DRAINAGE PLANS. a. No land shall be developed and no use shall be permitted that results in water runoff causing flooding, erosion, or deposit of minerals on adjacent properties. Such runoff shall be properly channeled into a storm drain, watercourse, ponding area, or other public facilities, subject to the review and approval of the City Engineer. b. In the case of all residential subdivisions, multiple-family, business, and industrial developments, the drainage plans shall be submitted to the City Engineer for review, and the final drainage plan shall be subject to written approval. In the case of such uses, no modifications in grade or drainage flow through fill, erection of retaining walls, or other such actions shall be permitted until such plans have been reviewed and have received written approval from the City Engineer.

513 BULK STORAGE (LIQUID). All uses associated with the bulk storage of gasoline, liquid fertilizer, chemicals, flammables, and similar liquids shall comply with the requirements of the Minnesota State Fire Marshal and the Minnesota Department of Agriculture and shall have documentation from those offices stating the use is in compliance.

514 512.08 WASTE MATERIAL. Waste material resulting from or used in industrial or commercial manufacturing, fabricating, servicing, processing, or trimming shall not be washed into the public storm sewer system nor the sanitary sewer system or any public water body but shall be disposed of in a manner approved by the Minnesota State Fire Marshal, the Pollution Control Agency, and the Department of Natural Resources.

516 ANTENNAS AND TOWERS

516.01 PURPOSE AND INTENT.

The purpose of this Section is to manage the placement, construction, and modification of telecommunication towers, antennas, and related facilities in order to protect the public health, safety, and welfare while accommodating the communications needs of the public, residents, and businesses.

516.02 DEFINITIONS.

Antenna: Any device that is designed to transmit or receive electromagnetic, microwave, radio, television, or other frequency energy waves including but not limited to directional and omni-directional antennas such as microwave dishes, satellite dishes, and whip antennas.

Antenna support structure: A building, water tower, or other structure, other than a telecommunication tower, which can be used for location of telecommunication facilities.

Applicant: A person who applies for a permit to develop, construct, build, modify, or erect a tower or antenna under this Section.

Application: The process by which the owner of a plot of land within the City, or other person, submits a request to develop, construct, build, modify, or erect a tower or antenna upon that land.

Commercial wireless telecommunication services: Licensed commercial wireless

telecommunication services including cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging, and television or similar services that are marketed to the general public.

Telecommunications facilities: Cables, wires, lines, waveguides, antennas, or any other equipment or facilities associated with the transmission or reception of telecommunications located or installed on or adjacent to a tower or antenna support structure.

Tower: Any ground- or roof-mounted pole, spire, structure, or combination thereof exceeding twenty (20) feet in height, including supporting lines, cables, wires, braces, and masts, intended primarily for the purpose of mounting an antenna or similar apparatus above grade.

Wireless Service Provider: A direct provider of wireless services to end users.

516.03 EXCEPTIONS.

The following are exempt from permit requirements contained in this Section.

- a. Household television antennas extending less than twenty (20) feet above the highest point of the roof of a residential structure.
- b. Satellite dish receiving antennas two (2) meters or less in diameter.
- c. Adjustment, repair, or replacement of an antenna or the elements of an antenna, provided that such work does not constitute an increase in the height of the tower structure.
- d. Placement of additional antennas on existing towers, provided that such work does not constitute an increase in the height of the tower structure.
- e. Antennas and antenna support structures used by the City for City purposes.
- f. Antennas mounted on water towers or on the sides or roof of existing structures.
- g. Antennas placed in public rights-of-way that are owned and operated by a wireless service provider, provided the antenna is placed on an existing structure.
- h. Emergency or routine repairs, reconstruction, or routine maintenance of previously approved facilities, or replacement of transmitters, antennas, or other components of previously approved facilities that do not create a significant change in visual impact or an increase in radio-frequency emission levels, and provided that such work does not constitute a clear safety hazard.
- i. Two-way communication transmitters used on a temporary basis by "911" emergency services, including fire, police, and emergency aid or ambulance service.

516.04 PROHIBITED TOWERS.

Towers, antennas, and support facilities not specifically provided for herein are prohibited.

516.05 ZONING DISTRICT STANDARDS.

a. Towers over twenty (20) feet in height specifically and solely designed to support amateur radio operations and antennas are allowed in the side or rear yards in residential districts, provided a conditional use permit is issued.

b. Telecommunications towers, antennas, and support facilities are allowed in industrial zoning districts, provided a conditional use permit is issued and the subject parcel does not abut a Minnesota trunk highway.

516.06 PERFORMANCE AND DESIGN STANDARDS.

- a. Tower or Antenna Height.
- b. Antennas, towers, and related equipment attached to existing structures shall not be more than ten (10) feet in height above the highest point of the existing structure.
- c. Antennas, towers, and related equipment supporting amateur radio operations shall not exceed seventy (70) feet in height.
- d. All other towers, including commercial towers, shall not exceed one hundred seventy-five (175) feet in height.

516.07 SETBACKS.

- a) Setback requirements for towers shall be measured from the base of the tower to the property line of the parcel on which it is located.
- b) Amateur radio towers, when not rigidly attached to a building, shall be set back from all property lines a minimum distance equal to the height of the antenna and tower. Setbacks for amateur radio towers rigidly attached to a building may be reduced by an amount equal to the distance from the point of attachment to the ground.
- c) All other towers shall have a minimum setback from any property line equal to the height of the tower plus ten (10) feet, except that towers located adjacent to a residential zone shall have a setback equal to the height of the tower plus one hundred (100) feet.

516.08 CO-LOCATION REQUIRED.

- a) Any proposed tower over sixty (60) feet in height shall be designed for co-location of at least one (1) additional antenna.
- b) Any proposed tower over one hundred (100) feet in height shall be designed for co-location of at least two (2) additional antennas.

516.09 DESIGN STANDARDS.

- a) Towers shall be designed and certified by a licensed and qualified professional engineer to conform to the latest structural standards and all requirements of the State Building Code, the Electronics Industry Association, and the National Electrical Code.
- b) Towers shall be designed to ensure that visual intrusiveness and impacts on nearby properties are mitigated to the greatest extent possible.
- c) Every tower affixed to the ground shall be protected to discourage climbing of the tower by unauthorized persons.
- d) Towers may not be artificially lit except as required by the Federal Aviation Administration.
- e) Towers not requiring Federal Aviation Administration painting or marking must have durable exterior finishes and shall be light blue, gray, or another similar color that minimizes visibility.
- f) Towers shall be designed to allow for future rearrangement of equipment upon the structure and to accept attachments mounted at varying heights.
- g) The use of any portion of a tower or antenna for signs other than warning, identification, emergency contact information, or equipment information is prohibited.
- h) Freestanding towers must be self-supporting without the use of wires, cables, beams, or other means. The suggested design is a monopole configuration or open framework that collapses on

itself in the event of structural damage.

- i) To prevent unauthorized entry, towers shall be provided with security fencing as needed or when required by the City.
- j) Transmitting, receiving, and switching equipment shall be housed within an existing structure whenever possible. If a new equipment building is necessary for transmitting, receiving, and switching equipment, it shall meet setback requirements contained in the underlying zoning classification and be designed, constructed, and screened to blend into the surrounding environment and adjacent land uses.
- k) Towers and antennas should be located in areas that provide natural or existing structural screening for off-site views of the facility when feasible. Existing on-site vegetation that provides screening shall be preserved to the extent possible. Vegetative screening at the perimeter of the tower is encouraged.

516.10 ABANDONED OR UNUSED TOWERS.

Abandoned or unused towers or antennas shall be removed within twelve (12) months of the cessation of operations at the site.

516.11 INTERFERENCE.

No new or existing tower, antenna, or related equipment shall interfere with public safety communications. Before the introduction of a new service or a change in existing services, equipment providers shall notify the City at least ten (10) calendar days in advance of such changes and allow the City to monitor interference levels during the testing process.

516.12 RADIATION.

Towers, antennas, and related equipment placed within the City shall be subject to state and federal regulations, as amended. The cost of verification of compliance shall be borne by the owner and operator of the communications facilities and equipment.

518 SWIMMING POOLS

518.01 SWIMMING POOLS STANDARDS.

The following standards shall apply to swimming pools:

- a. No swimming pool may be constructed without a building permit when required by the Building Official.
- b. No swimming pool may be constructed beneath overhead utility lines of any type or above underground utility lines of any type.
- c. No swimming pool may be built within ten (10) feet of any side or rear lot line, within six (6) feet of any principal structure, or within any front yard.
- d. All in-ground swimming pools shall be completely covered with an ASTM F1346 (as may be amended) approved power safety cover, fencing, other enclosure, or any combination thereof with sufficient density as to be inaccessible.
- e. If a fence is utilized, it shall be a minimum of four (4) feet high. The bottom of the fence shall not be more than four (4) inches from the ground.
- f. Fences shall be of non-corrosive material. If lumber is used, it shall be treated, redwood, or cedar.
- g. Fences shall be constructed so as not to be easily climbed. All fence opening points of entry into the pool area shall be equipped with gates or doors. All gates or doors shall be

- equipped with self-closing and self-latching devices placed at a sufficient height to be non-accessible to small children.
- h. The fence or safeguard used shall be completely installed before filling the pool.
 - i. Ladders used to access swimming pools shall be removed and stored indoors when the pool is not in use.
 - j. Drainage. To the extent feasible, backflush water or water from the pool drainage shall be directed onto the owner's property or onto approved public drainage ways.
 - k. Damages. The property owner shall be liable for any damages to public or private property caused by the swimming pool construction.
 - l. Lighting. Any pool lighting above ground shall be directed toward the pool and not adjacent properties.

519 MOVING OF BUILDINGS INTO OR OUT OF CITY

519.01 PERMIT REQUIRED.

- a. No person shall move a building into the City of Glencoe city limits or relocate a building within the City without an approved City permit and without having the building inspected by the City's Building Official prior to moving.
- b. No licensed person shall move any building over, along, or across any highway or street in the City without first obtaining a permit from the City and, as required, the Minnesota Department of Transportation.
- c. Any improvements to the building to be moved, as identified by the City's Building Official, shall be completed prior to the building being moved into the City or relocated within the City.

519.02 REVOCATION OF PERMIT.

Upon presentation to the City Council of satisfactory proof that any such licensee has proven incompetent to properly carry on such work of moving, raising, or holding up buildings or has proceeded with such work in such manner as to endanger people or property, or upon conviction for failure to comply with this article or related ordinances or for other good cause, the City Council may revoke the Building Moving Permit.

519.03 APPLICABILITY.

The permit requirements of this Section shall apply to manufactured homes and modular homes, including new construction built and moved to a location other than the original site. Proof of ownership of the property may be required with the permit application.

519.04 DEPOSIT FOR CITY EXPENSES.

Upon receipt of the application, the City shall estimate the expenses associated with the removing and replacing of street signs, streetlamps or poles, or other property belonging to the City, if any, together with the cost of materials necessary to be used in making such removals or replacements. Prior to issuance of the permit, the applicant shall deposit a sum of money equal to twice the amount of the estimated expense.

519.05 APPROVAL PROCESS.

- a. Building Inspector Review and Report: The Building Inspector shall inspect the building, wherever located, and determine whether the standards for issuance of the permit are met.

Prior to inspection, the applicant shall deposit a sum of money equal to the amount for the Building Official's inspection fees.

b. The Building Inspector shall refuse to issue a permit if he or she finds any of the following:

1. That the building is too large to move without endangering persons or property in the City;

2. That the building is in such a state of deterioration or disrepair, or is otherwise so structurally unsafe, that it could not be moved without endangering persons or property in the City;

3. That the building is structurally unsafe or unfit for the purpose for which it is to be moved, if the relocation site is in the City;

4. That the applicant's equipment is unsafe and that persons or property would be endangered by its use;

5. That this Ordinance or other ordinances of the City would be violated by the building in its relocation site;

6. The Chief of Police and Public Works Director shall review the permit application and note over which streets the building may be moved. In making their determinations, the Chief of Police and Public Works Director shall act to assure maximum safety to persons and property in the City and to minimize congestion and traffic hazards on public streets.

520 ARCHITECTURAL STANDARDS

(A) Commercial and industrial.

(1) Purpose. The City recognizes that the visual character of the City is an important attribute of its quality of life. The City intends that all commercial and industrial development within the City should strive toward the highest level of quality in both design and construction. The architectural standards and design guidelines have been established to guide the quality, character, and compatibility of new development and redevelopment within the City.

(2) Applicability. The provisions of this section shall apply to all new construction of commercial, industrial, office/institutional, and multi-family development. Within each zoning district, the standards shall be in addition to the underlying requirements. The following activities are exempt from design review unless staff determines that the project creates a significant change in the design characteristics of the development:

a. Internal alteration to buildings that does not result in a change to the building height, roof line, or footprint.

b. Replacement or repair of existing materials.

c. The standards shall apply only to the building or site elements being developed or altered.

(3) Industrial Zoned Architectural Standards:

a. All structures erected shall be a type of construction as defined in the State Building Code as adopted by the City.

b. Exterior wall surfaces shall be constructed of a vertical finish made of non-combustible, non-degradable, and low-maintenance construction material, and may be a combination of materials comparable in grade and quality to the following:

- i. Face brick.
- ii. Precast concrete panel.
- iii. Decorative concrete panel.
- iv. Architectural concrete block.
- v. Cast-in-place concrete.
- vi. Stone or glass with metal panels encompassing no more than sixty (60) percent of all elevations of the structure combined.
- vii. Natural stone.
- viii. Wood, provided the surfaces are finished for exterior use and wood of proven exterior durability is used, such as cedar, redwood, or cypress.
- ix. Curtain wall panels of steel, fiberglass, and aluminum (nonstructural, non-load-bearing), provided such panels are factory fabricated and finished with a durable, no-fade surface and their fasteners are of a corrosion-resistant design.
- x. Stucco, specially designed pre-cast concrete, or synthetic stucco or comparable material (e.g., Dryvit) units, provided the surfaces have been integrally treated with an applied decorative material or texture.
- xi. Smooth, painted, or decorative concrete block provided each block is scored at least twice.

c. No galvanized or unfinished steel, Galvalume, or unfinished aluminum structures (walls or roofs), except those specifically intended to have a corrosive design finish such as corten steel, shall be permitted.

d. Structures shall maintain a high standard of architectural and aesthetic compatibility with surrounding properties to ensure that they will not adversely impact the property values of the abutting properties or adversely impact the community's public health, safety, and general welfare.

e. All structures constructed of curtain wall panels of finished steel, aluminum, or fiberglass shall be required to be faced with brick, wood, stone, architectural concrete cast in place, or pre-cast concrete panels on wall surfaces abutting the public right-of-way, residential uses, or public areas. The required wall surface treatment may allow a maximum of fifty (50) percent of the metal or fiberglass wall to remain exposed if it is coordinated into the architectural design.

f. Exceptions to the provisions of subdivision (8) of this Ordinance may be granted as a conditional use permit by the City Council, provided that:

- i. The proposed structure maintains the quality and value intended by the Ordinance.
- ii. The proposed structure is compatible and in harmony with other structures within the district.

(4) Commercial District Zoned Architectural Standards:

a. The exteriors of all structures located in the General Commercial (GC) district shall consist of brick, stone, glass, stucco, fiber-cement (e.g., Hardie board), or any combination thereof, or a decorative material approved by the City Council, including but not limited to decorative masonry, but not including such things as plain basement block or metal. The City Council shall be responsible for reviewing structure designs and exterior materials and for making recommendations regarding structure designs and exterior materials with regard to all structures governed by this subsection and shall be responsible for reviewing and making recommendations concerning alternate exterior materials.

521 ADMINISTRATION

521.01 Amendments.

In accordance with the provisions of Minnesota Statutes, the City Council may, from time to time, adopt amendments. All proposed amendments shall be referred to the Planning Commission prior to adoption.

521.02 Rezoning.

The procedure for changing zoning district boundaries (rezoning) shall be as follows:

a. Proposed amendments or rezonings may be initiated by the Planning Commission, Council, property owners in the area to be affected by the amendment or rezoning, or by the owner of an enforceable option or contract to purchase property in the area affected. Persons wishing to initiate a rezoning of property shall fill out a "Zoning Form." The Zoning Form shall be accompanied by a non-refundable fee, as set by City Council in its annual fee schedule, to be used for the costs of processing the application. The Zoning Form shall be filed with the City Clerk.

The application shall be in such form and contain such information as shall be prescribed from time to time by the Planning & Zoning Commission, but shall in all instances contain the following information:

- A. The applicant's name and address; and
- B. The precise wording of any proposed amendment to the text of this Ordinance; and
- C. In the case of a rezoning:

- 1. A legal description and street address of the property proposed to be reclassified.
- 2. The name and address of the property owner or owners of the said property.

3. The present zoning classification and existing uses of the property to be reclassified.

4. The area of the property proposed to be reclassified, stated in square feet or acres, or fraction thereof; and

5. A map, drawn to scale, clearly showing the property proposed to be rezoned, its present zoning classification, existing uses, and its initial use under the proposed zoning and, if deemed necessary by the Zoning Administrator, a land survey will be required.

b. Property owners within five hundred (500) feet of the property in question shall be notified in writing ten (10) days prior to the hearing, although failure by any property owner to receive such notification shall not invalidate the proceedings.

c. The public hearing on the rezoning and application shall be held by the Planning Commission. The City Clerk shall set the date for the hearing and notify the Planning Commission immediately. The date of the hearing shall be a regular meeting of the Planning Commission. Notice of said hearing shall be published once in the official newspaper.

The Planning Commission shall consider possible adverse effects of the proposed amendment. Its judgment shall be based upon, but not limited to, the following factors:

A. The proposed action has been considered in relation to the specific policies and provisions of, and has been found to be consistent with, the official City Comprehensive Plan.

B. The proposed use is or will be compatible with present and future land uses of the area.

C. The proposed use conforms with all performance standards contained herein and will not create a nonconforming use.

D. The proposed use will not tend to or actually depreciate the property values in the area in which it is proposed.

E. The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.

F. Traffic generation by the proposed use is within the capabilities of streets serving the property.

G. The rezoning is consistent with the goals, policies, and objectives of the Comprehensive Plan.

d. The Planning Commission shall make its report to the City Council on or before the next regular meeting of the Council following the date of the hearing.

e. The Council must take action on the applications within sixty (60) days following referral by the Planning Commission. The person making the application shall be notified of the Council's action.

f. If deemed appropriate by the Planning Commission Chair, the Clerk may set the hearing at a date other than the regular meeting date.

521.03 Special Use Permits.

The procedure for issuance of special use permits is as follows:

- a. The person applying for a special use permit shall fill out and submit to the City Clerk a "Zoning Form," together with a non-refundable fee, as set in the City's fee schedule.
- b. The Clerk shall set the date for the hearing and notify the Planning Commission immediately. The date of the hearing shall be a regular meeting of the Commission. Property owners within five hundred (500) feet of the property in question shall be notified in writing ten (10) days prior to the hearing, although failure of any property owner to receive such notification shall not invalidate the proceedings.
- c. If deemed appropriate by the Planning Commission Chair, the Clerk may set a hearing at a date other than the regular meeting date.
- d. The applicant shall file the completed application form together with the required exhibits and filing fee with the Zoning Administrator. As applicable, the application shall contain the following information and any such additional information as requested by the Zoning Administrator:

1) Site Development Plan:

- A) Location of all buildings on lots, including both existing and proposed structures.
- B) Location of all adjacent buildings located within three hundred fifty (350) feet of the exterior boundaries of the property in question.
- C) Location and number of existing and proposed parking spaces.
- D) Vehicular circulation.
- E) Architectural elevations (type and materials used in all external surfaces).
- F) Location and type of all proposed lights.
- G) Curb cuts, driveways, and number of parking spaces.

2) Dimension Plan:

- A) Lot dimensions and area.
- B) Dimensions of proposed and existing structures.
- C) "Typical" floor plan and "typical" room plan.
- D) Setbacks of all buildings located on the property in question.
- E) Proposed setbacks.
- F) Sanitary sewer and water plan with estimated use per day.

3) Grading Plan:

- A) Existing contours.
- B) Proposed grading elevations.
- C) Drainage configuration.
- D) Storm sewer catch basins and invert elevations.
- E) Spot elevations.
- F) Proposed road profile.

4) Landscape Plan:

- A) Location of all existing trees, including the type, diameter, and potential removal.
- B) Location, type, and diameter of all proposed plantings.
- C) Location and material used for all screening devices.

- 5) Legal description of property under consideration.
- 6) Proof of ownership of the land for which a Conditional Use Permit is requested, or written permission from the property owner.

e. The petitioner or the petitioner's representative shall appear before the Planning Commission in order to answer questions concerning the proposed special use.

f. The report of the Planning Commission shall be placed on the agenda of the City Council at its next regular meeting following referral from the Planning Commission, but no more than thirty (30) days after the application has been submitted by the applicant.

g. The Council must take action on the application within sixty (60) days after receiving the report of the Planning Commission. If it grants the special use permit, the Council may impose conditions it considers necessary to protect the public health, safety, and welfare, and such conditions may include a time limit for the use to exist or operate.

h. General Statement. Certain uses, while generally not suitable in a particular zoning district, may, under some circumstances, be suitable. When such circumstances exist, a special use permit may be granted. Conditions may be applied to issuance of the permit, and a periodic review of the permit may be required. The permit shall be granted for a particular use and not for a particular person. The cancellation of a special use permit shall be considered equivalent to a rezoning, and the same requirements and procedures shall apply. Special Use Permits may be granted or denied in any district by action of the City Council, and time limits may be imposed as a condition to the granting of a permit.

i. Criteria for Granting Special Use Permits. In granting a Special Use Permit, the Council shall

consider the advice and recommendations of the Planning Commission and the effect of the proposed use upon the health, safety, morals, convenience, and general welfare of occupants of surrounding lands; existing and anticipated traffic conditions, including parking facilities on adjacent streets and land; and the effect on values of property in the surrounding area; whether the use will impede the normal and orderly development and improvement of surrounding property for uses permitted in the district; whether there are adequate utilities, drainage, and necessary facilities or whether they will be provided; whether the use meets all specific performance criteria requirements as established in this section; whether the use shall in all other respects conform to the applicable regulations of the district in which it is located; and whether the use is consistent with the goals, policies, and objectives of the Comprehensive Plan. If it is determined by resolution that the proposed use will not be detrimental to the health, safety, convenience, morals, or general welfare of the community, nor will cause serious traffic congestion or hazards, nor will seriously depreciate surrounding property values, and that said use is in harmony with the general purpose and intent of this ordinance and the City Comprehensive Plan, the Council may grant such permits.

521.04 Variances and Appeals.

Pursuant to M.S. § 462.357, Subd. 6, as it may be amended from time to time, the City Council, acting as the Board of Adjustments, may issue variances from the provisions of the Zoning Code. A VARIANCE is a modification or variation of the provisions of this Zoning Code as applied to a specific piece of property. The procedure for granting variances is as follows:

- a. A person desiring a variance shall fill out and submit to the City Clerk a "Zoning Form," together with a nonrefundable fee, per the City's fee schedule.
- b. The application shall be referred to the Planning Commission, which shall submit a report to the City Council.
- c. The petitioner shall appear before the Planning Commission in order to answer questions.
- d. Variances shall only be permitted:
 - 1) When they are in harmony with the general purposes and intent of the Zoning Code;
 - 2) When the variance is consistent with the Comprehensive Plan;
 - 3) When the applicant for the variance establishes that there are practical difficulties in complying with the Zoning Code; and
 - 4) Practical Difficulties, as used in connection with the granting of a variance, means that:

- a. The property owner proposes to use the property in a reasonable manner not permitted by the Zoning Code;
- b. The plight of the landowner is due to circumstances unique to the property not created by the landowner;
- c. The variance, if granted, will not alter the essential character of the locality; and
- d. Economic considerations alone do not constitute Practical Difficulties.
- e. Use Variances Prohibited. The City Council may not permit as a variance any use that is not permitted under the Zoning Code for property in the district where

the affected person's land is located. The City Council may permit as a variance the temporary use of a one-family dwelling as a two-family dwelling. The City Council may impose conditions in the granting of a variance to ensure compliance and to protect adjacent properties. Conditions must be directly related to and must bear a rough proportionality to the impact created by the variance.

f. The Clerk shall set the date for the hearing and notify the Planning Commission immediately. The date of the hearing shall be a regular meeting of the Commission. Property owners within five hundred (500) feet of the property in question shall be notified in writing ten (10) days prior to the hearing, although failure of any property owner to receive such notification shall not invalidate the proceedings.

g. Whenever an application for a variance has been considered and denied by the City Council, a similar application and proposal for the variance affecting the same property shall not be considered again by the Planning and Zoning Commission and City Council for at least six (6) months from the date of its denial, unless a decision to reconsider such matter is made by not less than a two-thirds (2/3) vote of the full City Council.

h. If, within one (1) year after granting a variance, the use, as allowed by the variance, has not been initiated or utilized, then such variance shall become null and void unless a petition for an extension of time in which to complete or utilize the use has been granted by the City Council. Such extension shall be requested in writing and filed with the Zoning Administrator at least thirty (30) days before the expiration of the original variance. There shall be no charge for the filing of such petition. The request for extension shall state facts showing a good-faith attempt to complete the use permitted in the variance. Such petition shall be presented to the Council for decision.

i. Site Plan Review

1. REQUIREMENTS.

The City Council declares it necessary and appropriate to require site plan approval of development in certain zoning districts to preserve and promote attractive, well-planned, stable urban conditions. This includes all proposed residential developments, commercial developments, and industrial developments. Site plan approval must be obtained before a building permit is issued. True and accurate representation of the following requirements is the responsibility of the applicant.

2. EXCEPTIONS:

A. Detached single-family dwellings.

B. Attached single-family dwellings with four (4) or fewer units per structure.

C. Multiple-family dwellings with four (4) or fewer units per structure.

D. A one-time alteration to existing multiple-family, commercial, or industrial structures totaling twenty (20) percent or less of the gross floor area of the existing structure, provided the enlargement is ten thousand (10,000) square feet or less in gross floor area.

E. Changes to interior spaces where the change does not intensify the use, require additional parking, or otherwise result in an inability to maintain required performance standards.

3. APPLICATION FOR SITE PLAN APPROVAL.

Applications for Site Plan Approval shall be on an official application form provided by the Zoning Administrator and shall include the fee as set by City Council resolution. Such application shall be accompanied by detailed written and graphic materials, the number and size as prescribed by the Zoning Administrator, fully explaining the proposed change, development, or use. In all cases, unless waived by the Zoning Administrator, the Site Plan shall contain:

- A. Name of project.
- B. Location of project, including a vicinity map.
- C. Name and mailing address of developer/owner.
- D. Name, telephone number, and mailing address of the project engineer and/or architect.
- E. Date of plan preparation.
- F. North point and graphic scale.
- G. Boundary line of project site with dimensions. All site plans shall be drawn at an engineering scale (e.g., 1" = 40').
- H. A Registered Land Survey, if deemed necessary by the Zoning Administrator.
- I. Proof of Ownership or Authorization. The applicant shall supply proof of ownership (ownership and encumbrances report) and the legal description of the property for which the site plan approval is requested.
- J. The site plan shall also contain the following features, both existing and proposed, drawn by a Registered Engineer, Architect, Landscape Architect, and/or Land Surveyor:

- 1. Topographic contours at a minimum interval of two (2) feet.
- 2. Adjacent and on-site streets and street rights-of-way. Any access onto County or State roads must be approved by such authority prior to City Council approval.
- 3. Location, size, and type of existing and proposed water and sewer system mains and proposed service connections; utility right-of-way easements; manhole rim elevations; and pipe elevations and sizes.
- 4. Existing and proposed buildings, elevations, signs, and light poles.
- 5. Location, setback, surfacing, and curb height for all parking and loading facilities, curb cuts, and driveways.
- 6. For projects involving more than five (5) acres or projects totaling one (1) acre or more of impervious surface: grading, drainage, and storm water pollution prevention plans including: i) existing contours and proposed elevations; ii) spot elevations; iii) configuration of drainage areas and calculations; iv) storm sewer, catch basins, invert elevations, type of castings, and type of materials; v) proposed driveway grades; vi) existing and proposed surface water ponding and treatment areas, collection and conveyance features including arrows indicating the direction of surface water flow over the map of proposed contours; vii) erosion control measures.
- 7. Surface water ponds, ditches, and wetlands.

8. Sidewalks and trails.
9. The location of tree cover, including the designation of trees of fifteen (15) inches in diameter or more.
10. Fences and retaining walls.
11. Shielded exterior refuse collection areas.
12. Landscaping, including species and minimum size.
13. Traffic flow and vehicular and pedestrian circulation on- and off-site.
14. Height above mean sea level of buildings.
15. Project data including square footage of buildings and number of parking spaces.
16. A description and/or illustration of proposed exterior finish materials (type, color, and materials used in all external surfaces) and, if requested, architectural elevations for all surfaces.
17. The current zoning of the property and a listing of all required federal, state, and City permits and the status of such applications.
18. Lighting plan, if applicable.
19. Location of recreation and service areas, if applicable.
20. Location of rooftop equipment and proposed screening.
21. Fire protection plan.
22. Typical floor plan and typical room plan drawn to scale with a summary of square footage for each use or activity.
23. Vicinity map showing the subject property in reference to nearby properties and features.
24. The Zoning Administrator may require the developer to submit the following items if important for adequate understanding of the project:
 - a. Aerial photograph(s) of the site.
 - b. Cross-section drawings.
 - c. Perspective sketch(es).
 - d. A professional analysis of traffic impact or other infrastructure impact (e.g., storm sewer, water, sanitary sewer).
 - e. Information sufficient to objectively determine compliance with the standards of Section 1109.00 of the Code related to Land and Water Preservation, as may be amended.
 - f. A sound source control plan.
 - g. Traffic study.
 - h. Other relevant information necessary for complete review of the proposed application.

4. PROCEDURE

A. Pursuant to Minnesota Statutes § 15.99, an application for site plan approval shall be approved or denied within sixty (60) days from the date of its official and complete submission unless extended by the City pursuant to statute or a time waiver is granted by the applicant.

B. Filing of Request. Request for site plan approval shall be filed with the Zoning Administrator

in accordance with Section 1103.07, Subd. 1(1). An application shall be considered as being officially submitted and complete when the applicant has complied with all specified information requirements. In cases where an application is judged to be incomplete, the Zoning Administrator or designee shall notify the applicant, in writing, of what information must be provided for the application to be deemed complete within fifteen (15) business days of the date of submission.

C. Technical Reports. The Zoning Administrator or designee shall instruct the appropriate staff persons to prepare technical reports where appropriate and provide general assistance in conducting an evaluation of the request.

D. Additional Information. City staff shall have the authority to request additional information from the applicant concerning operational factors or to retain expert assistance with the consent and at the expense of the applicant concerning operational factors. Said information is to be declared necessary to evaluate the request and/or to establish performance conditions in relation to all pertinent sections of the Code. Failure on the part of the applicant to supply all necessary supportive information may be grounds for denial of the request.

E. Meeting with Zoning Administrator and/or Staff. The applicant and/or applicant representative(s) shall meet with the Zoning Administrator and/or staff as requested by the Zoning Administrator or designee to present information and answer questions concerning the proposed site plan.

F. In considering applications for Site Plan Approval under this Section, the Zoning Administrator and, where applicable, the Design Review Committee shall consider the following:

1. How the site plan relates to conditions both on and off the site.
2. Conformance with the Comprehensive Plan.
3. The impact of the site plan on the existing and anticipated traffic and parking conditions.
4. Building location and height.
5. Sanitary sewer, water, and drainage conditions; landscaping; lighting; open space; signage; setbacks; and related matters.
6. Provisions of this Section and other applicable Chapters of the City Code.

G. Decision. The Zoning Administrator shall reach a decision on the request and provide written notification to the applicant. The Planning & Zoning Commission shall review and make recommendation to the City Council, who may approve the site plan, deny the site plan, or approve the site plan with specific reasonable conditions.

5. DEVELOPER'S/BUILDER'S AGREEMENT.

Prior to issuing a building permit, the Zoning Administrator may require the developer/builder to sign an agreement with the City which assures that particular elements of the Site Plan approval application, either proposed by the applicant or imposed by the City Council, shall be carried out.

The City Council may require the applicant to provide a performance bond or irrevocable letter of credit to ensure that certain improvements are implemented.

SUBD. 5. CERTIFICATION OF TAXES PAID.

Prior to approving an application for a site plan review, the applicant shall provide evidence to the City that there are no delinquent property taxes, special assessments, interest, or City utility fees due upon the parcel of land to which the site plan review application relates.

6. PLAN AGREEMENTS.

All site and construction plans officially submitted to the City shall be treated as a formal agreement between the applicant and the City. Once approved, no changes, modifications, or alterations shall be made to any plan detail, standard, or specifications without prior submission of a plan modification request to the Zoning Administrator.

7. SITE PLAN MODIFICATIONS.

An amended site plan involving major changes, as determined by the Zoning Administrator, shall be applied for and administered as required for a new site plan.

8. BUILDING CODES.

The review and approval of site improvements pursuant to the requirements of City-adopted building and fire codes shall be in addition to the site plan review process established under this Section. The site plan approval process does not imply compliance with the requirements of these building and fire codes.

9. PLAN REFERRAL.

The Zoning Administrator or the site plan applicant shall have the authority to refer a site plan to the Planning & Zoning Commission and/or City Council for discussion, review, and informal comment. Any opinions or comments provided to the applicant by the Zoning Administrator, Planning & Zoning Commission, or City Council shall be considered advisory only and shall not constitute a binding decision on the request.

521.05 NONCONFORMING LOTS, USES, AND STRUCTURES.

1. INTENT.

A. As required by M.S. § 462.357, as it may be amended from time to time, any nonconformity, including the lawful use or occupation of land or premises existing at the time of the adoption of these zoning regulations, may be continued, including through repair, replacement, restoration, maintenance, or improvement, but not including expansion, unless the nonconformity or occupancy is discontinued for a period of more than one (1) year, or any nonconforming use is destroyed by fire or other peril to the extent of greater than fifty (50) percent of its market value, and no building permit has been applied for within one hundred eighty (180) days of when the property is damaged. In this case, the City Council may impose reasonable conditions upon a building permit in order to mitigate any newly created impact on adjacent property. A subsequent use or occupancy of the land or premises shall be a conforming use or occupancy.

B. Notwithstanding division (A), the City may regulate the repair, replacement, maintenance, improvement, or expansion of nonconforming uses and structures in floodplain areas to the extent necessary to maintain eligibility in the National Flood Insurance Program and not increase flood damage potential or increase the degree of obstruction of flood flows in the floodway.

C. Nonconforming shoreland lots of record are subject to the provisions of M.S. § 462.357, as it may be amended from time to time.

D. Lots, structures, and uses of land that were lawful when established, but which would be prohibited under the terms of this Ordinance, or future amendments, shall be deemed legal nonconforming and regulated in accordance with this Section. It is the intent of this Ordinance to phase out such nonconforming uses within a reasonable time period while retaining full economic value. It is further the intent of this Ordinance that nonconformities shall not be enlarged upon, expanded, or extended, and shall not be used as grounds for adding other structures or uses prohibited elsewhere in the same district, except in compliance with provisions of this Section.

E. A nonconforming use of a structure, a nonconforming use of land, or a nonconforming use of a structure and land may only be extended or expanded, including by expansion of a building or structure, attachment or placement of additional signs or display devices to a building, or on the land outside the building, upon issuance of an expansion permit. Additional uses that would be prohibited generally in the district involved may not be allowed by an expansion permit. To avoid undue hardship, nothing in this Ordinance shall be deemed to require a change in the plans, construction, or designated use of any building on which actual construction was lawfully begun and upon which actual building construction has been diligently continued. "Actual construction" is defined to include the placing of construction materials in permanent position and fastening in a permanent manner, and demolition, elimination, and removal of an existing structure in connection with such construction; provided that actual construction work shall be diligently continued until the completion of the building involved.

2. NONCONFORMITIES.

A. Any nonconformity, including the lawful use or occupation of land or premises legally existing at the time of establishment, may be continued, including through repair, replacement, restoration, maintenance, or improvement, but not including expansion, unless:

1. The nonconformity or occupancy is discontinued for a period of more than one (1) year; or
2. The nonconformity is destroyed by fire or other peril to the extent of greater than fifty (50) percent of its market value, and no building permit has been applied for within one hundred eighty (180) days of when the property is damaged. In this case, the City may impose reasonable conditions upon a building permit to mitigate any newly created

impact on adjacent property. The City may impose upon nonconformities reasonable regulations to prevent and abate nuisances and to protect the public health, welfare, or safety. Any subsequent use or occupancy of the land or premises shall be a conforming use or occupancy.

3. EXPANSION PERMIT, NONCONFORMING USE OR STRUCTURE.

A. An expansion of a nonconforming use may not be done without first obtaining a variance or an expansion permit.

1. A variance is required if the expansion will intrude into one or more setback areas beyond the distance of the existing structure or will exceed the height or size limitations in this Section by a distance or amount greater than the existing structure.

2. An expansion permit is also required if:

a. The proposed expansion will occupy any space within a nonconforming area that was previously not occupied both vertically and horizontally. For example, an expansion permit would be required if a second-floor area is expanded into the nonconforming setback over an existing nonconforming first floor, even though the nonconformity of the first-floor setback dimension stays the same or is reduced; or

b. The nonconforming aspect of a use or structure is reduced but still does not comply with current ordinance standards.

4. PROCEDURE.

1. Application. Application for a nonconforming use or structure expansion permit must be made to the Zoning Administrator. The application must be on forms provided by the City and must be accompanied by the following:

A. A survey of the property that shows, at a minimum, all lot lines; existing and proposed structures; driveways and parking areas; significant topographical features; and mature trees.

B. Evidence of ownership or an interest in the property.

C. The fee set by the annual fee schedule.

D. Such other information as may be required by the City.

2. Public Hearing. Upon receipt of a completed application, a date will be set for a public hearing before the Planning and Zoning Commission. The variance procedures shall be followed as identified in Section 153-23.

3. Decisions. An expansion permit for a nonconforming use or structure may be granted, but is not mandated, when the applicant meets the burden of proving that the proposed expansion is a reasonable use of the property, considering such things as:

- A. Functional and aesthetic justifications for the expansion;
- B. Adequacy of off-street parking for the expansion;
- C. Absence of adverse off-site impacts such as traffic, noise, dust, odors, and parking;
- D. Improvement to the appearance and stability of the property and neighborhood;
- E. Will not endanger public safety;
- F. Will not interfere with adopted City plans or regulations requiring additional right-of-way width; and
- G. Is not an expansion of a nonconformity previously allowed through the nonconformity variance process.

The City Council may impose conditions in granting an expansion permit to effect the intent of this Ordinance and to protect adjacent properties. The City Council must accompany its decision to approve or deny an expansion permit with a statement of its findings and must serve a copy of its decision upon the applicant.

4. **Term of Expansion Permit.** An expansion permit granted by the City will run with the land and will be perpetual unless no building permit has been issued or substantial work performed within one (1) year following the approval, in which case the permit will be null and void. The City Council may extend the period for construction upon finding that the interests of the owners of neighboring properties will not be adversely affected by such extension. If the expansion permit is part of an approved site and building plan, extension of the time period for construction will be contingent upon similar extension of the time period for the site and building plan by the Planning and Zoning Commission. Once the project is completed as approved, the expansion permit becomes perpetual.

5. **Specific Period.** An expansion permit is valid only for the project for which it was granted. Construction of any project must be in substantial compliance with the building plans and specifications reviewed and approved by the Planning and Zoning Commission and City Council.

5. RECORDING.

A certified copy of the approved expansion permit will be filed with the McLeod County Recorder. The expansion permit must contain a full legal description of the property affected.

6. VIOLATIONS.

A person who violates, fails to comply with, or assists, directs, or permits the violation of the terms or conditions of an expansion permit is guilty of a misdemeanor. A violation of the expansion permit renders the permit null and void. A violation also constitutes a public nuisance that may be abated in accordance with City Code.

522 BUILDING PERMITS

No person shall erect, alter, wreck, or move any building or part thereof without first securing a building permit therefor. Building permit fees shall be fixed by the City Council and may be amended from time to time.

523 VALIDITY AND DATE EFFECTIVE

523.01 Ordinance Number 121 and all other ordinances or parts of ordinances of the City of Glencoe in conflict with the provisions of this Ordinance are hereby repealed.

523.02 If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

523.03 This Ordinance shall become effective upon its adoption and publication according to law.

(See Uniform Misdemeanor Violation penalties in General Regulations Section and also appropriate state statute.)

The remaining portions of Chapter 5, Section 520 to 576 shall be renumbered in succession as appropriate.

Section 2. The City hereby repeals the City's current zoning map and designates the Future Land Use Map in the City's Comprehensive Plan to be the City's Zoning Map.

Passed by the City Council of Glencoe, Minnesota this _____ day of _____, _____.

Mark Hueser, Mayor

Attested:

Mark Lemen, City Administrator



SMALL CITY  BIG FUTURE

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

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Separate Agenda Items



SMALL CITY  BIG FUTURE

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GLENCOE



SMALL CITY & BIG FUTURE

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

To: Mayor and City Council

From: Mark Lemen, City Administrator

Date: March 2, 2026

RE: **Item 7B** GYL Taxilane Extension Supplemental Letter Agreement

Item 7B – It is recommended to approve the Supplemental Letter Agreement with SEH for the GYL Taxilane Extension Project.

Mayor: Mark Hueser **City Administrator:** Mark Lemen
Councilors: At-Large Yodee Rivera, Precinct 1 Jon Dahlke, Precinct 2 Scott Maynard, Precinct 3 Paul Lemke, Precinct 4 Cory Neid

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Glencoe ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective January 1, 2025, this Supplemental Letter Agreement dated March 2, 2026 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: GYL New Taxilane and Taxilane Extension (CACO).

Client's Authorized Representative:

Mark Lemen

Address: 1107 11th St E, Ste 107, Glencoe, Minnesota 55336-2137, United States

Telephone: 320-864-6500

Email: mlemen@ci.glencoe.mn.us

Project Manager:

Adinda Van Espen

Address: 1390 Highway 15 South, Suite 208, P.O. Box 308, Hutchinson, Minnesota 55350

Telephone: 320.428.3654

Email: avanespen@sehinc.com

Scope: The Services to be provided by Consultant are included as Attachment A.

Schedule: Work will begin upon receipt of a signed copy of this Agreement.

Payment: The lump sum fee is \$97,600 including expenses and equipment. See Attachment B reflecting a detailed estimate of labor, fees, and expenses.

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

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: Exhibit B referenced in the Master Agreement (Resident Project Representative Duties/Responsibilities) will not apply and is replaced with Exhibit B - FAA Contract Provisions in this agreement.

Short Elliott Hendrickson Inc.

City of Glencoe

By:



By:

Full Name:

Justin Black

Full Name:

Title:

2-24-2026

Title:

Exhibit A

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

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

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. 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.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

Exhibit B

FAA CONTRACT PROVISIONS

ACCESS TO RECORDS AND REPORTS

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Consultant and subcontractors from the bid solicitation period through the completion of the contract.

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, *et seq.*).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt

by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONSULTANTS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

DISADVANTAGED BUSINESS ENTERPRISE

Contract Assurance (49 CFR § 26.13)

The Consultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime Consultant receives from City of Glencoe. The prime Consultant agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Glencoe. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime Consultant must not terminate a DBE subcontractor listed in response to this project (or an approved substitute DBE firm) without prior written consent of City of Glencoe. This includes, but is not limited to, instances in which the prime Consultant seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Consultant obtains written consent City of Glencoe. Unless City of Glencoe consent is provided, the prime Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Glencoe may provide such written consent only if City of Glencoe agrees, for reasons stated in the concurrence document, that the prime Consultant has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR § 26.53.

Before transmitting to City of Glencoe its request to terminate and/or substitute a DBE subcontractor, the prime Consultant must give notice in writing to the DBE subcontractor, with a copy to City of Glencoe, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime Consultant must give the DBE five days to respond to the prime Consultant's notice and advise City of Glencoe and the Consultant of the reasons, if any, why it objects to the proposed termination of its subcontract and why City of Glencoe should not approve the prime Consultant's action. If required in a particular case as a matter of public necessity (e.g., safety), City of Glencoe may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$15,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part

1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☑) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- 1) The applicant represents that it is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier Consultants must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

ATTACHMENT A
PROPOSAL FOR ENGINEERING SERVICES

CITY OF GLENCOE, MINNESOTA
GLENCOE MUNICIPAL AIRPORT
2026 NEW TAXILANE AND TAXILANE EXTENSION – CONSTRUCTION ADMINISTRATION AND
CONSTRUCTION OBSERVATION

PROJECT SCOPE:

This project consists of the construction of two taxilanes to access a future 9-unit T-hangar building at the Glencoe Municipal Airport (GYL) as well as site prep for said hangar. The T-Hangar will be located southeast of the current building area. The project includes grading and paving of the two taxilanes as well as expanding the stormwater basin and regrading the ditch along the taxiway to promote drainage. Major work elements include excavation, grading, constructing the pavement section, paving, turf establishment, and installation of pavement markings. No property acquisition is required with this project.

SCOPE OF SERVICES:

SEH will provide the following professional services for the 2026 New Taxilane and Taxilane Extension Project:

- Construction administration
- Construction observation

1. Construction Administration

- 1.1. *Scope Development:*** SEH will develop the project scope to ensure that necessary aspects of the project are included. Scope development includes coordination with the Sponsor and FAA for scope review, preparation of the final scope, fee proposal development, and contract negotiations. As part of the scope development, SEH will coordinate and obtain scope and fee estimates for subconsultant work including material testing and airfield electrical engineering services.
- 1.2. *Preparation of Project Files:*** SEH will develop construction contracts, review Contractor bonding information, and ensure that Sponsor insurance requirements have been met. SEH will coordinate routing and signatures of the construction contract between the Sponsor and the Contractor. Plans, contract documents, and technical specifications will be updated to include all addenda items issued during bidding and an Issued For Construction (IFC) plan set will be prepared. SEH will provide the Contractor with IFC plans and a conformed project manual.
- 1.3. *Tenant and User Notification:*** SEH will prepare a tenant and user notification flyer to bring awareness to the project including information on construction activities and impacts to airport operations during construction. SEH will assist the sponsor with flyer distribution.
- 1.4. *Pre-Construction Meeting:*** SEH will hold an on-site pre-construction meeting prior to beginning construction to outline and discuss project requirements, administration procedures, airfield pavement closure procedures and requirements, schedules, project responsibilities and communication, contractor submittals, and other construction related information. This meeting is expected to last up to one hour. SEH will prepare the agenda, administer the pre-construction meeting, issue notifications, and record and distribute meeting minutes. The Project Manager will attend this meeting in person while the Project Engineer and Resident Project Representative (RPR) will attend virtually. This task includes travel time for the Project Manager.
- 1.5. *Survey Control Establishment:*** SEH will establish the necessary horizontal and vertical control for construction staking for the project. (Contractor is required to provide construction staking.)
- 1.6. *Submittal and Shop Drawing Review:*** SEH will review product and material data, shop drawings, samples, and other items required to be submitted by the Contractor. SEH will track submittals in a Submittal Log.

- 1.7. Construction Progress Meetings:** Construction progress meetings will be held once a week, in person, while construction work is being performed. The progress meetings will be attended by SEH staff, including the Project Manager and RPR. It is anticipated that four (4) progress meetings will occur. The meetings will be timed and coordinated to occur during the construction site visits. This task includes additional effort by the Project Manager to prepare meeting agenda and minutes.
- 1.8. Pay Estimates:** SEH will prepare up to four pay estimates throughout construction. Actual completed quantities will be tabulated for use in preparing pay estimates.
- 1.9. As-Built Drawings:** SEH will prepare as-built drawings. As-built drawings will incorporate any modifications or additions that occurred during construction. A final plan set will be plotted and distributed to the City for their records.
- 1.10. Update Airport Layout Plan (ALP):** SEH will complete an update to the current ALP to reflect any as-built conditions. The ALP update will be submitted via OE/AAA according to FAA procedures.
- 1.11. Project Closeout:** SEH will work with the Contractor to ensure that all necessary closeout documents are submitted by the Contractor. These include, but are not limited to, IC-134 documentation, lien waivers, wage rate compliance, and other documentation as identified in the specifications.
- 1.12. FAA Project Quarterly Reports:** SEH will prepare and submit FAA Quarterly Reports to the FAA on a quarterly basis until grant closeout. It is estimated a total of 6 quarterly reports will need to be prepared.
- 1.13. FAA Closeout Report:** SEH will prepare and submit a "Project Closeout Report" as required by the FAA by using the "Sponsors Guide to Quality Project Closeout Report Requirements" (FAA Publication). This task includes one round of addressing comments provided by the FAA.
- 1.14. Subconsultant Coordination:** This task includes subconsultant coordination effort such as subcontracting, scheduling, project site escorting, and reviewing of subconsultant deliverables. All quality control and quality assurance tests performed by the Subconsultant will be monitored and reviewed by SEH.
- 1.15. General Project Administration:** This task includes overall administration of the project, including preparing contract modifications, coordination with the Sponsor, Contractor, FAA, MnDOT, and other regulatory agencies and utilities. Office engineering staff, CAD personnel, and administrative staff will assist the construction project team as necessary during construction in response to requests for information, plan or specification clarifications, change orders and other issues that may arise. Other administrative tasks include project set up and monthly invoicing, and general contract management.
- 2. Construction Observation**
- 2.1. Construction Observation:** SEH will provide daily construction observation for the duration of construction. A Resident Project Representative (RPR) will be on-site to observe and verify that construction is performed in accordance with contract documents. The RPR will document and record construction progress through daily journal and weekly progress reports. The project is estimated for 28 calendar days of construction. It is anticipated that the contractor will work 6 days per week and 10-hour days. This task also includes travel time for the RPR to get to and from the project location on a weekly basis.
- 2.2. Construction Site Visits:** The Project Manager (PM) will make up to four (4) construction site visits during the project. The PM will focus on RFI resolution, project guidance, overall site inspection and observation, overall quality controls, and coordinate updates with the Sponsor. This task includes travel time for Project Manager.
- 2.3. Final Inspection/Punch List:** SEH will conduct a final inspection with the Contractor after completion of the work and prior to project acceptance. A punch list will be developed by SEH, and provided to the Contractor, if any deficiencies are found. This inspection will be attended by the Project Manager and the RPR; the RPRs hours for this effort are covered by their construction observation hours.

Proposal for Engineering Services
Glencoe Municipal Airport, Glencoe, Minnesota

Subconsultants performing work under this proposal include the following:

1. **Braun Intertec, Inc.**: Material testing services will be performed by Braun Intertec
2. **Barr Engineering, Co.**: Airfield electrical engineering and electrical shop drawing reviews will be performed by Barr Engineering

ESTIMATED FEES AND EXPENSES
ATTACHMENT B
2026 NEW TAXILANE AND TAXILANE EXTENSION – CONSTRUCTION ADMINISTRATION AND CONSTRUCTION OBSERVATION
 Glencoe Municipal Airport

| Task No. | Task Description | Principal | Project Manager | Project Engineer | Resident Project Representative (RPR) | Survey Crew Chief | Senior Planner | Project Coordinator |
|------------------------------------|-----------------------------------|-----------|-----------------|------------------|---------------------------------------|-------------------|----------------|---------------------|
| Construction Administration | | | | | | | | |
| 1.1 | Scope Development | 1 | 4 | 4 | | | 2 | 1 |
| 1.2 | Preparation of Project Files | | 1 | | 1 | 6 | | 4 |
| 1.3 | Tenant and User Notification | | 2 | 1 | | | | 2 |
| 1.4 | Pre-Construction Meeting | | | 1 | | | | 1 |
| 1.5 | Survey Control Establishment | | 2 | 6 | | | | 4 |
| 1.6 | Submittal and Shop Drawing Review | | 4 | | | | | |
| 1.7 | Construction Progress Meetings | | 2 | 6 | | | 16 | |
| 1.8 | Pay Estimates | | 2 | | | | | 2 |
| 1.9 | As-Built Drawings | | 2 | 4 | | | | 2 |
| 1.10 | Update Airport Layout Plan (ALP) | | 4 | | | | | 2 |
| 1.11 | Project Closeout | | 2 | 8 | | | | 2 |
| 1.12 | FAA Project Quarterly Reports | | 4 | 4 | | | | 4 |
| 1.13 | FAA Closeout Report | | 2 | 4 | | | | |
| 1.14 | Subconsultant Coordination | 2 | 8 | 4 | | | | |
| 1.15 | General Project Administration | | | | 266 | | | |
| Construction Observation | | | | | | | | |
| 2.1 | Construction Observation | | 16 | | | | | 2 |
| 2.2 | Construction Site Visits | | 6 | | 267 | 6 | 18 | 24 |
| 2.3 | Final Inspection/Punch List | 3 | 62 | 38 | | | | |
| Total hours per labor category | | | | | | | | |

ESTIMATE OF LABOR COSTS:

| Labor Category | Hours | Rate | Extension |
|---------------------------------------|-------|----------|--------------|
| Principal | 3 | \$ 84.69 | \$ 254.07 |
| Project Manager | 62 | \$ 73.43 | \$ 4,552.66 |
| Project Engineer | 38 | \$ 43.28 | \$ 1,644.64 |
| Resident Project Representative (RPR) | 267 | \$ 43.28 | \$ 11,555.76 |
| Survey Crew Chief | 6 | \$ 44.68 | \$ 268.08 |
| Senior Planner | 18 | \$ 58.78 | \$ 1,058.04 |
| Project Coordinator | 24 | \$ 46.89 | \$ 1,125.36 |
| | 418 | | \$ 20,458.61 |
| | | | \$ 39,489.21 |
| | | | \$ 59,947.82 |

Total Direct Labor Costs:
 Direct Salary Costs plus Overhead

Total Labor Costs

Fee (15%)

\$ 8,992.17

ESTIMATE OF EXPENSES:

| Direct Expenses | Quantity | Rate | Extension |
|---|----------|--------------|--------------|
| Material Testing Services (Braun Intertec) | 1 | \$ 14,960.00 | \$ 14,960.00 |
| Airfield Electrical Engineering (Barr Engineering) | 1 | \$ 3,500.00 | \$ 3,500.00 |
| Employee Mileage | 1,800 | \$ 0.725 | \$ 1,305.00 |
| Employee Per Diem - Lodging (local rate) | 25 | \$ 150.00 | \$ 3,750.00 |
| Employee Per Diem - Meals & Incidentals (2026 gsa.gov rate) | 25 | \$ 68.00 | \$ 1,700.00 |
| Employee Auto Allowance | 25 | \$ 16.00 | \$ 400.00 |
| Equipment Usage | 25 | \$ 6.50 | \$ 2,717.00 |
| Survey GPS Equipment | 418 | \$ 45.00 | \$ 270.00 |
| Survey Vehicle | 6 | \$ 7.50 | \$ 45.00 |
| Reproductions / Miscellaneous | 6 | \$ 100.00 | \$ 100.00 |
| | | | \$ 28,747.00 |

Total Expenses

Total (Labor Costs + Fee + Expenses)

\$97,686.99

\$97,600.00

SUMMARY:

Estimated Total

February 18, 2026

Adinda Van Espen, PE
Short Elliott Hendrickson, Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110

Re: Proposal for Testing Services
New Taxilane and Taxilane Extension
Glencoe Municipal Airport
9902 Dairy Avenue
Glencoe, Minnesota

Dear Ms. Van Espen:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide quality assurance observation and testing services during excavations, backfilling, concrete placements, and bituminous paving for the New Taxilane and Taxilane Extension project at the referenced site.

We have completed the geotechnical evaluation for this project, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Our Understanding of Project

The project consists of constructing a new portion of Taxilane C, extending Taxilane D, and preparing the building pad area. Taxilane C is approximately 250 feet long and 25 feet wide, and the Taxilane D extension is approximately 140 feet long and 35 feet wide. The pavement section of the taxilanes will consist of recompacted subgrade (FAA P-152), 28 inches of Select Granular Borrow (FAA P-154), 8 inches of Class 5 Aggregate Base Course (MnDOT 2211), and 3 inches of Bituminous Pavement (MnDOT 2360). Taxilane D will also include a concrete valley gutter. The building pad area will have topsoil and organic fill soils removed and the area will be backfilled with common borrow and granular backfill. Note that further testing and special inspections will be required when the hangar footing excavations are performed in the future. Site work related to our testing services will include subgrade excavation, site grading, granular backfill, aggregate base placement, concrete valley gutter placement, and bituminous paving.



Available Project Information

This proposal is based on our review of the documents described below. We will submit a revised scope of services and costs if the project changes.

- Project manual and construction drawings prepared by Short Elliott Hendrickson, Inc. (SEH), dated January 19, 2026.
- Geotechnical report prepared by Braun Intertec Corporation under project number B2505236, dated December 10, 2025.
- Discussions with Ms. Van Espen regarding the scope of the project.

Scope of Services

We will provide technicians or engineers – working under the direction of a Professional Engineer – to perform our observation and testing services. Observation and testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or the project contractors. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of the pavement section. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Measure the in-place dry density, moisture content and relative compaction of subgrade, select granular borrow, and aggregate base placed for pavement support for compliance with the project documents. This task includes performing laboratory Proctor tests to provide maximum dry densities from which the relative compaction of fill can be determined, as well as the use of a nuclear density gauge to measure in-place dry densities and moisture contents
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.

Concrete Related Services

- Sample and test fresh concrete associated with concrete valley gutter for compliance with the project documents, and cast test cylinders for laboratory compressive strength testing. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.



- Measure and report the compressive strength of the concrete test cylinders for compliance with the project documents.

Bituminous Related Services

- Perform full-time bituminous plant monitoring and coring observation during placement of bituminous pavement.
- Perform verification testing in accordance with MNDOT 2360 specifications.

Engineering Consulting and Project Communication and Reporting Services

- Provide engineering consulting services, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the project team.
- Transmit results to the project team on a weekly basis.

Scheduling Assumptions

Based on our understanding of the project and the available project information, we assume the work for this phase of the project will proceed according to the following schedules:

- Observation of general excavations for pavement section support and the building pad area will be substantially complete in two trips.
- Compaction testing by nuclear density gauge method for the project will be substantially complete in eight trips.
- Trips for sample pick-ups of laboratory proctor and gradation tests of the subgrade and aggregate materials will be substantially complete in one trip.
- Concrete for valley gutter will require one placement.
- Bituminous paving will be substantially completed in one day.

If the pace of construction is different than described above, this proposal should be revised.

Cost

We will furnish the services described herein for an estimated fee of **\$14,960**. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached. Our work will extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.



Additional Services and Overtime

It is difficult to estimate all of the services, and the quantity of each service, which will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work. Fees associated with additional services will be summarized in a Change Order and submitted to you for review and authorization.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.



General Remarks

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

We will provide our services under the terms of our Master Subcontractor Agreement with Short Elliott Hendrickson, Inc., dated March 19, 2024. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.


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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Colin Anderson at 320.305.0628 or coanderson@braunintertec.com.

Sincerely,

Braun Intertec Corporation


Colin L. Anderson, PE
Project Engineer


Philip E. Bailey, PE
Associate Director, Senior Engineer

Attachments:
Fee Estimate 10007135_001

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



the science you build on

Fee Estimate 10007135_001 GYL New Taxilane and Taxilane Extension

Client:
Short Elliott Hendrickson, Inc.
Adinda Van Espen
3535 Vadnais Center Dr
Saint Paul, Minnesota 55110-5108
(320) 428-3654

Work Site Address:
9902 Dairy Avenue
Glencoe, Minnesota 55336

| | Qty/Hours | Rate | Amount |
|---|----------------|----------|--------------------|
| Task 1: Construction Materials Testing & Special Inspections | | | \$14,960.00 |
| Subtask 1.1: Field, Laboratory, Management and Engineering | | | \$8,306.00 |
| Subtask 1.1.1: Soils | | | |
| Soil Observations | 12.00 | 125.00 | \$1,500.00 |
| Excavation Observation | 2 Trips @ 6 Hr | 12.00 | |
| Soil Compaction Testing - Nuclear | 32.00 | 102.00 | \$3,264.00 |
| P-152 - Subgrade | 4 Trips @ 4 Hr | 16.00 | |
| P-154 - Select Granular Borrow | 3 Trips @ 4 Hr | 12.00 | |
| MnDOT 2211 - Class 5 Aggregate Base | 1 Trips @ 4 Hr | 4.00 | |
| Soil Sample pick-up | 3.00 | 102.00 | \$306.00 |
| Proctor and Gradation Pick Up | 1 Trips @ 3 Hr | 3.00 | |
| Trip Charge | 11.00 | 80.00 | \$880.00 |
| Soil Proctor MD Relationship (Standard) ASTM D698 each | 4.00 | 216.00 | \$864.00 |
| Nuclear moisture-density meter charge, per hour | 32.00 | 36.00 | \$1,152.00 |
| Sieve Analysis with No. 200 wash (ASTM C136 and C117) | 2.00 | 170.00 | \$340.00 |
| | | | \$1,201.00 |
| Subtask 1.1.2: Concrete | | | |
| Concrete Testing | 5.00 | 102.00 | \$510.00 |
| Concrete Valley Gutter | 1 Trips @ 5 Hr | 5.00 | |
| Concrete Cylinder Pick Up | 3.00 | 102.00 | \$306.00 |
| Cylinder Pick Up | 1 Trips @ 3 Hr | 3.00 | |
| Trip Charge | 2.00 | 80.00 | \$160.00 |
| Concrete Compressive Strength Cylinders ASTM C39 each | 5.00 | 45.00 | \$225.00 |
| Concrete Cylinders | 1 Sets @ 5 Qty | 5.00 | |
| | | | \$3,570.00 |
| Subtask 1.1.3: Bituminous Pavement | | | |
| Asphalt Verification Testing - MnDOT BPI | 18.00 | 125.00 | \$2,250.00 |
| Trip Charge | 2.00 | 80.00 | \$160.00 |
| Asphalt Thickness and Density of Core ASTM D3549 each | 2.00 | 76.00 | \$152.00 |
| MnDOT Asphalt Verification, per sample | 1.00 | 1,008.00 | \$1,008.00 |
| | | | \$1,883.00 |
| Subtask 1.1.4: Project Management and Engineering | | | |
| Project Assistant | 3.00 | 102.00 | \$306.00 |
| Project Control Specialist II | 1.00 | 164.00 | \$164.00 |
| Project Manager | 6.00 | 198.00 | \$1,188.00 |
| Senior Engineer | 1.00 | 225.00 | \$225.00 |
| | | | \$14,960.00 |
| Task 1 Total: | | | \$14,960.00 |
| Project Total | | | \$14,960.00 |



October 20, 2025

Ms. Adinda Van Espen, PE
SHORT, ELLIOTT, HENDRICKSON, INC.
3535 Vadnais Center Drive
St. Paul, Minnesota 55110

**RE: GLENCOE MUNICIPAL AIRPORT (GYL) – NEW TAXILANE PROJECT
PROPOSAL FOR ELECTRICAL ENGINEERING SERVICES**

Dear Adinda:

Thank you for contacting us regarding electrical engineering services for the Glencoe Municipal Airport (GYL) taxilane project. We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the design and bid phase of the project.

PROJECT DESCRIPTION

We understand that the Glencoe Municipal Airport will be extending the existing parallel taxiway, as outlined in your October 25 email. As part of the project the existing associated circuitry and ductbank will be modified or extended as needed. Due to Barr's previous experience at the GYL Airport a site visit will not be necessary as part of this scope.

This proposal is intended to outline our scope of service pertaining to design, bid, and construction phase activities to support installation of the electrical portions of the project, as outlined further below.

SCOPE OF SERVICES

In support of your efforts, Barr proposes to provide the following subconsultant services to Short, Elliott, Hendrickson (SEH):

1. Provide electrical design review and redlines for SEH to incorporate on the AutoCAD drawing of the airfield plan, as has been our usual method on similar past projects.
2. Provide electrical design redlines for detail sheet(s) for SEH to incorporate in their AutoCAD drawings, as has been our usual method for airfield related details.

3. Provide review and editing of technical specifications for the electrical work.
4. Bid-phase assistance including addressing questions which may arise from bidders and addenda items as necessary.
5. Provide review of contractor submittals during construction phase.

PROPOSED FEE

Barr Engineering proposes to provide the outlined scope of services to SEH on a lump sum basis of \$3,500.

Services are billed monthly according to the percentage of work complete.

Thank you for the opportunity to present this proposal. We look forward to working with you on this project.

Sincerely,

BARR ENGINEERING CO.



Mark E. Ziemer, P.E.

Senior Electrical Engineer



SMALL CITY  BIG FUTURE

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

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Separate Agenda Items



SMALL CITY & BIG FUTURE

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

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Separate Agenda Items

Mayor: Mark Hueser **City Administrator:** Mark Lemen
Councilors: At-Large Yodee Rivera, Precinct 1 Jon Dahlke, Precinct 2 Scott Maynard, Precinct 3 Paul Lemke, Precinct 4 Cory Neid



SMALL CITY  BIG FUTURE

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

To: Mayor and City Council

From: Brandon Frankfurth, Public Works Director

Date: February 27, 2026

Re: **Item 8A:** Posting for Streets and Parks Maintenance Worker Due to Retirement

The City has received notice that Dan Gildea, of our Streets and Parks Department, will be retiring. His last working day will be March 27, 2026.

To mitigate the loss of manpower, the City will post for a Streets and Parks Maintenance position. This will help ensure a smooth transition and minimize downtime as we enter the spring and summer season.

The position will be posted on March 3, 2026, and will close on March 18, 2026. Following the City's internal posting requirements before posting externally.

Mayor: Mark Hueser **City Administrator:** Mark Lemen

Councilors: At-Large Yodee Rivera, Precinct 1 Jon Dahlke, Precinct 2 Scott Maynard, Precinct 3 Paul Lemke, Precinct 4 Cory Neid



SMALL CITY & BIG FUTURE

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

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Separate Agenda Items



SMALL CITY  BIG FUTURE

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To: Mayor and City Council

From: Mark Lemen, City Administrator

Date: March 2, 2026

RE: **Item 8B** Glencoe Fire Department Chief Scheidt Retirement

Item 8B – Glencoe Fire Chief Cory Scheidt announced his retirement at the Fire Department meeting, effective February 18, 2026. Assistant Chief Scott Schrupp has been appointed Interim Fire Chief as per the Glencoe Fire Department bylaws.
Retirement

At the meeting, the Fire Department personnel voted to move forward with the process of appointing a new chief as per the current Glencoe Fire Department By-law. However, new bylaws have been reviewed and approved by the City labor attorney, Flaherty & Hood. Fire Department personnel and City Administration have been in the process of revising the bylaws for the past year.

Considering the new bylaws could be approved as early as the next Council meeting, I think it would be prudent to consider discussing the appointment process at the March 9, 2026, Council Workshop.



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Separate Agenda Items

CITY OF GLENCOE BILLS

MARCH 2, 2026

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

| VENDOR | DEPARTMENT: DESCRIPTION | TOTAL |
|---------------------------|--|---------------------|
| CITY OF GLENCOE EMPLOYEES | MULTIPLE DEPTS.: CITY OF GLENCOE PAYROLL 11-26-25 | \$96,038.31 |
| WIRE TRANSFER | MULTIPLE DEPTS.: MEDICA INSURANCE PREMIUMS | \$42,686.45 |
| WIRE TRANSFER | MULT DEPTS:EMP/CITY PAYROLL TAXES,HSA,PERA,D COMP,CAFE | \$65,855.21 |
| | TOTAL PREPAID BILLS -----> | <u>\$204,579.97</u> |

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

MARCH 2, 2026 - PREPAID BILLS

Date: 02/26/2026

Time: 5:28 pm

Page: 1

City of Glencoe

| Vendor Name | Vendor No. | Invoice Description | Check No. | Check Date | Check Amount |
|-------------------------------|------------|--------------------------------|-----------|-----------------------------|------------------|
| ARTISAN BEER COMPANY | 1258 | LIQUOR STORE: MERCH FOR RESALE | 187465 | 11/21/2025 | <u>504.00</u> |
| | | | | Vendor Total: | <u>504.00</u> |
| BREAKTHRU BEVERAGE | 0513 | LIQUOR STORE: MERCH FOR RESALE | 187466 | 11/21/2025 | <u>916.92</u> |
| | | | | Vendor Total: | <u>916.92</u> |
| C & L DISTRIBUTING | 0492 | LIQUOR STORE: MERCH FOR RESALE | 187467 | 11/21/2025 | <u>18,802.87</u> |
| | | | | Vendor Total: | <u>18,802.87</u> |
| CROW RIVER WINERY | 2067 | LIQUOR STORE: MERCH FOR RESALE | 187468 | 11/21/2025 | <u>386.40</u> |
| | | | | Vendor Total: | <u>386.40</u> |
| DAHLHEIMER BEVERAGE | 0003 | LIQUOR STORE: MERCH FOR RESALE | 187469 | 11/21/2025 | <u>17,352.34</u> |
| | | | | Vendor Total: | <u>17,352.34</u> |
| JOHNSON BROS - ST PAUL | 0504 | LIQUOR STORE: MERCH FOR RESALE | 187470 | 11/21/2025 | <u>4,616.72</u> |
| | | | | Vendor Total: | <u>4,616.72</u> |
| MARLIN'S TRUCKING | 1387 | LIQUOR STORE: MERCH FOR RESALE | 187471 | 11/21/2025 | <u>414.75</u> |
| | | | | Vendor Total: | <u>414.75</u> |
| PHILLIPS WINE & SPIRITS, INC. | 1010 | LIQUOR STORE: MERCH FOR RESALE | 187472 | 11/21/2025 | <u>1,953.00</u> |
| | | | | Vendor Total: | <u>1,953.00</u> |
| ROLLING FORKS VINEYARDS | 0135 | LIQUOR STORE: MERCH FOR RESALE | 187473 | 11/21/2025 | <u>318.00</u> |
| | | | | Vendor Total: | <u>318.00</u> |
| SOUTHERN GLAZER'S OF MN | 1429 | LIQUOR STORE: MERCH FOR RESALE | 187474 | 11/21/2025 | <u>4,880.20</u> |
| | | | | Vendor Total: | <u>4,880.20</u> |
| VIKING BEVERAGES | 0973 | LIQUOR STORE: MERCH FOR RESALE | 187475 | 11/21/2025 | <u>2,468.60</u> |
| | | | | Vendor Total: | <u>2,468.60</u> |
| VINOCOPIA, INC. | 1353 | LIQUOR STORE: MERCH FOR RESALE | 187476 | 11/21/2025 | <u>213.00</u> |
| | | | | Vendor Total: | <u>213.00</u> |
| WINE MERCHANTS | 0667 | LIQUOR STORE: MERCH FOR RESALE | 187477 | 11/21/2025 | <u>480.00</u> |
| | | | | Vendor Total: | <u>480.00</u> |
| | | | | Grand Total: | <u>53,306.80</u> |
| | | | | Less Credit Memos: | <u>0.00</u> |
| | | | | Net Total: | <u>53,306.80</u> |
| | | | | Less Hand Check Total: | <u>0.00</u> |
| | | | | Outstanding Invoice Total : | <u>53,306.80</u> |
| Total Invoices: | 13 | | | | |

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

MARCH 2, 2026 - PREPAID BILLS

Date: 02/26/2026

Time: 5:31 pm

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City of Glencoe

| Vendor Name | Vendor No. | Invoice Description | Check No. | Check Date | Check Amount |
|-------------------------------|------------|---|-----------|-----------------------------|------------------|
| 4815 EXCELSIOR LLC | 1198 | LIQUOR STORE: MERCH FOR RESALE | 187546 | 12/04/2025 | <u>560.00</u> |
| | | | | Vendor Total: | <u>560.00</u> |
| AMERICAN EXPRESS | 1536 | MULT DEPTS:REFRIGERATOR,TOOLS, PHONE ACCESSORIES, SUPPLIES | 187547 | 12/04/2025 | <u>1,612.21</u> |
| | | | | Vendor Total: | <u>1,612.21</u> |
| BREAKTHRU BEVERAGE | 0513 | LIQUOR STORE: MERCH FOR RESALE | 187548 | 12/04/2025 | <u>1,208.74</u> |
| | | | | Vendor Total: | <u>1,208.74</u> |
| CROW RIVER WINERY | 2067 | LIQUOR STORE: MERCH FOR RESALE | 187549 | 12/04/2025 | <u>184.80</u> |
| | | | | Vendor Total: | <u>184.80</u> |
| IUOE LOCAL #49 | 2109 | MULT DEPTS: UNIOIN DUES | 187550 | 12/04/2025 | <u>314.04</u> |
| | | | | Vendor Total: | <u>314.04</u> |
| JOHNSON BROS - ST PAUL | 0504 | LIQUOR STORE: MERCH FOR RESALE | 187551 | 12/04/2025 | <u>6,431.67</u> |
| | | | | Vendor Total: | <u>6,431.67</u> |
| MINNESOTA CHILD SUPPORT | 1646 | POLICE: CHILD SUPPORT PAYMENT | 187552 | 12/04/2025 | <u>237.19</u> |
| | | | | Vendor Total: | <u>237.19</u> |
| MINNESOTA PUBLIC EMPLOYEE | 1439 | POLICE: UNION DUES | 187553 | 12/04/2025 | <u>110.75</u> |
| | | | | Vendor Total: | <u>110.75</u> |
| MORGAN CREEK VINEYARDS | 0784 | LIQUOR STORE: MERCH FOR RESALE | 187554 | 12/04/2025 | <u>471.00</u> |
| | | | | Vendor Total: | <u>471.00</u> |
| NCPERS GROUP LIFE INS | 1619 | ADMIN: INS PREMIUMS | 187555 | 12/04/2025 | <u>16.00</u> |
| | | | | Vendor Total: | <u>16.00</u> |
| NOTHING BUT HEMP | 0275 | LIQUOR STORE: MERCH FOR RESALE | 187556 | 12/04/2025 | <u>578.00</u> |
| | | | | Vendor Total: | <u>578.00</u> |
| PHILLIPS WINE & SPIRITS, INC. | 1010 | LIQUOR STORE: MERCH FOR RESALE | 187557 | 12/04/2025 | <u>589.88</u> |
| | | | | Vendor Total: | <u>589.88</u> |
| PPLSI | 0485 | MULT DEPTS: INS PREMIUMS | 187558 | 12/04/2025 | <u>112.60</u> |
| | | | | Vendor Total: | <u>112.60</u> |
| SOUTHERN GLAZER'S OF MN | 1429 | LIQUOR STORE: MERCH FOR RESALE | 187559 | 12/04/2025 | <u>9,674.61</u> |
| | | | | Vendor Total: | <u>9,674.61</u> |
| VISA | 0350 | MULT DEPTS: TRAINING & TRAVEL, POSTAGE, OFFICE SUPPLIES | 187560 | 12/04/2025 | <u>1,673.42</u> |
| | | | | Vendor Total: | <u>1,673.42</u> |
| | | | | Grand Total: | <u>23,774.91</u> |
| | | | | Less Credit Memos: | <u>0.00</u> |
| | | | | Net Total: | <u>23,774.91</u> |
| | | | | Less Hand Check Total: | <u>0.00</u> |
| | | | | Outstanding Invoice Total : | <u>23,774.91</u> |
| Total Invoices: | 15 | | | | |

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

MARCH 2, 2026 - PREPAID BILLS

Date: 02/26/2026
 Time: 5:32 pm
 Page: 1

City of Glencoe

| Vendor Name | Vendor No. | Invoice Description | Check No. | Check Date | Check Amount |
|-------------------------------|------------|--------------------------------|-----------|-----------------------------|------------------|
| BREAKTHRU BEVERAGE | 0513 | LIQUOR STORE: MERCH FOR RESALE | 187626 | 12/08/2025 | 3,554.85 |
| | | | | Vendor Total: | 3,554.85 |
| JOHNSON BROS - ST PAUL | 0504 | LIQUOR STORE: MERCH FOR RESALE | 187627 | 12/08/2025 | 3,379.00 |
| | | | | Vendor Total: | 3,379.00 |
| PHILLIPS WINE & SPIRITS, INC. | 1010 | LIQUOR STORE: MERCH FOR RESALE | 187628 | 12/08/2025 | 756.92 |
| | | | | Vendor Total: | 756.92 |
| SOUTHERN GLAZER'S OF MN | 1429 | LIQUOR STORE: MERCH FOR RESALE | 187629 | 12/08/2025 | 3,729.72 |
| | | | | Vendor Total: | 3,729.72 |
| VINOCOPIA, INC. | 1353 | LIQUOR STORE: MERCH FOR RESALE | 187630 | 12/08/2025 | 594.00 |
| | | | | Vendor Total: | 594.00 |
| | | | | Grand Total: | 12,014.49 |
| | | | | Less Credit Memos: | 0.00 |
| | | | | Net Total: | 12,014.49 |
| | | | | Less Hand Check Total: | 0.00 |
| | | | | Outstanding Invoice Total : | 12,014.49 |
| Total Invoices: | 5 | | | | |

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

MARCH 2, 2026 - REGULAR BILLS

Date: 02/27/2026

Time: 1:20 pm

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City of Glencoe

| Vendor Name | Vendor No. | Invoice Description | Check No. | Check Date | Check Amount |
|-----------------------------|------------|--|-----------|---------------|-----------------|
| AUL, GARY | 1544 | CITY CENTER: PAINTING LABOR | 0 | 00/00/0000 | <u>187.00</u> |
| | | | | Vendor Total: | 187.00 |
| BRADLEY SECURITY & ELECTRIC | 0209 | CITY CENTER: DEADBOLT & INSTALLATION | 0 | 00/00/0000 | <u>637.00</u> |
| | | | | Vendor Total: | 637.00 |
| CARGILL, INC | 1636 | WATER: SALT | 0 | 00/00/0000 | <u>5,706.82</u> |
| | | | | Vendor Total: | 5,706.82 |
| CENTURYLINK | 1394 | MULT DEPTS: PHONE BILL | 0 | 00/00/0000 | <u>827.64</u> |
| | | | | Vendor Total: | 827.64 |
| DORDING, RYAN | 2108 | FIRE: OFFICE SUPPLIES REIMB | 0 | 00/00/0000 | <u>80.73</u> |
| | | | | Vendor Total: | 80.73 |
| EGGERSGLUESS, BRAD | 0869 | ADMIN: MONTHLY CELL PHONE REIMB | 0 | 00/00/0000 | <u>50.00</u> |
| | | | | Vendor Total: | 50.00 |
| FIELD TRAINING SOLUTIONS | 1781 | POLICE: TRAINING | 0 | 00/00/0000 | <u>295.00</u> |
| | | | | Vendor Total: | 295.00 |
| FLEET SERVICES DIVISION | 2144 | POLICE: SQUAD CAR LEASES | 0 | 00/00/0000 | <u>4,388.87</u> |
| | | | | Vendor Total: | 4,388.87 |
| FRANKLIN PRINTING INC. | 0085 | WWTP, AIRPORT: OFFICE SUPPLIES | 0 | 00/00/0000 | <u>24.95</u> |
| | | | | Vendor Total: | 24.95 |
| FREITAG, BENTON | 0659 | CABLE TV: COUNCIL MEETING RECORDINGS | 0 | 00/00/0000 | <u>100.00</u> |
| | | | | Vendor Total: | 100.00 |
| GALLS, LLC | 0452 | PUBLIC SAFETY AID: UNIFORMS | 0 | 00/00/0000 | <u>703.59</u> |
| | | | | Vendor Total: | 703.59 |
| HAWKINS, INC. | 1133 | AQUATIC CENTER, WATER: CHEMICALS | 0 | 00/00/0000 | <u>80.00</u> |
| | | | | Vendor Total: | 80.00 |
| HERALD JOURNAL PUBLISHING | 1442 | CITY CENTER: ADVERTISING | 0 | 00/00/0000 | <u>488.00</u> |
| | | | | Vendor Total: | 488.00 |
| HILLYARD HUTCHINSON | 0122 | ADMIN: CLEANING SUPPLIES | 0 | 00/00/0000 | <u>649.41</u> |
| | | | | Vendor Total: | 649.41 |
| JOHNSON CONTROLS FIRE | 0874 | WWTP: ANNUAL TESTING & INSPECTIONS | 0 | 00/00/0000 | <u>491.39</u> |
| | | | | Vendor Total: | 491.39 |
| KONE CHICAGO | 0800 | ADMIN, LIBRARY, CITY CENTER: QUARTERLY ELEVATOR MAINT. | 0 | 00/00/0000 | <u>1,261.50</u> |
| | | | | Vendor Total: | 1,261.50 |
| LAWSON PRODUCTS, INC. | 1474 | STREET: SMALL TOOLS | 0 | 00/00/0000 | <u>233.52</u> |
| | | | | Vendor Total: | 233.52 |
| LITZAU EXCAVATING | 0380 | WWTP: I & I PROGRAM | 0 | 00/00/0000 | <u>1,000.00</u> |
| | | | | Vendor Total: | 1,000.00 |
| MCLEOD COOP. POWER ASS'N. | 0201 | ADMIN, AIRPORT: ELECTRICITY | 0 | 00/00/0000 | <u>1,094.54</u> |
| | | | | Vendor Total: | 1,094.54 |
| MENARDS - HUTCHINSON | 2184 | CITY CENTER: MAINTENANCE SUPPLIES | 0 | 00/00/0000 | <u>46.44</u> |
| | | | | Vendor Total: | 46.44 |
| METRO SALES, INC | 1066 | ADMIN: OFFICE EQUIPMENT LEASE | 0 | 00/00/0000 | <u>391.62</u> |
| | | | | Vendor Total: | 391.62 |
| MINI BIFF | 0177 | PARK: WASTE REMOVAL | 0 | 00/00/0000 | <u>142.80</u> |
| | | | | Vendor Total: | 142.80 |
| MORRIS ELECTRONICS INC | 1372 | POLICE: SOFTWARE MAINTENANCE, IT SERVICES | 0 | 00/00/0000 | <u>543.33</u> |
| | | | | Vendor Total: | 543.33 |
| MVTL, INC. | 0353 | WWTP: LAB TESTING | 0 | 00/00/0000 | <u>695.20</u> |

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

MARCH 2, 2026 - REGULAR BILLS

Date: 02/27/2026

Time: 1:20 pm

Page: 2

City of Glencoe

| Vendor Name | Vendor No. | Invoice Description | Check No. | Check Date | Check Amount |
|-------------------------------|-----------------|---|-----------|-----------------------------|------------------|
| | | | | Vendor Total: | <u>695.20</u> |
| PLUNKETT'S PEST CONTROL, INC | 0446 | WWTP: PEST CONTROL | 0 | 00/00/0000 | <u>92.58</u> |
| | | | | Vendor Total: | <u>92.58</u> |
| PURPLE ROLL-OFF | 1582 | STREET: SNOW HAULING | 0 | 00/00/0000 | <u>845.00</u> |
| | | | | Vendor Total: | <u>845.00</u> |
| RELIANCE STANDARD LIFE INS CC | 1915 | MULT DEPTS: INS PREMIUMS | 0 | 00/00/0000 | <u>2,368.92</u> |
| | | | | Vendor Total: | <u>2,368.92</u> |
| REVIER WELDING | 1509 | STREET: EQUIPMENT REPAIR | 0 | 00/00/0000 | <u>602.40</u> |
| | | | | Vendor Total: | <u>602.40</u> |
| SHRED-N-GO - 446138 | 0032 | FINANCE, POLICE: PAPER SHREDDING | 0 | 00/00/0000 | <u>180.60</u> |
| | | | | Vendor Total: | <u>180.60</u> |
| SOS CLEANING AND RESTORATIC | 2014 | CITY CENTER: CHAIR CLEANING | 0 | 00/00/0000 | <u>2,601.00</u> |
| | | | | Vendor Total: | <u>2,601.00</u> |
| SOUTHWEST EYE CARE | 0038 | WWTP: SAFETY GLASSES | 0 | 00/00/0000 | <u>365.46</u> |
| | | | | Vendor Total: | <u>365.46</u> |
| STATE OF MN-DEPT PUBLIC SAFE | 2269 | MULT DEPTS: HAZARDOUS CHEMICAL INVENTORY FEES | 0 | 00/00/0000 | <u>500.00</u> |
| | | | | Vendor Total: | <u>500.00</u> |
| SUNRISE WELLNESS | 1522 | POLICE: WELLNESS CHECKS | 0 | 00/00/0000 | <u>1,750.00</u> |
| | | | | Vendor Total: | <u>1,750.00</u> |
| TERLINDEN, SUE | 1754 | CITY CENTER: UNIFORM ALLOWANCE | 0 | 00/00/0000 | <u>160.46</u> |
| | | | | Vendor Total: | <u>160.46</u> |
| VANDAMME, JON | 0136 | LIQUOR STORE: MONTHLY CELL PHONE REIMB | 0 | 00/00/0000 | <u>50.00</u> |
| | | | | Vendor Total: | <u>50.00</u> |
| VANDAMME, MYRANDA | 0028 | LIQUOR STORE: MONTHLY CELL PHONE REIMB | 0 | 00/00/0000 | <u>50.00</u> |
| | | | | Vendor Total: | <u>50.00</u> |
| VERIZON WIRELESS | 1110 | POLICE: MOBILE BROADBAND PLANS | 0 | 00/00/0000 | <u>200.05</u> |
| | | | | Vendor Total: | <u>200.05</u> |
| | | | | Grand Total: | <u>29,885.82</u> |
| | | | | Less Credit Memos: | <u>0.00</u> |
| | | | | Net Total: | <u>29,885.82</u> |
| | | | | Less Hand Check Total: | <u>0.00</u> |
| | | | | Outstanding Invoice Total : | <u>29,885.82</u> |
| | Total Invoices: | 37 | | | |