GRAND MEADOW COUNCIL MEETING AGENDA
JANUARY 10, 2022 @ 6:00 PM
GRAND MEADOW COMMUNITY CENTER

1. CALL TO ORDER
    A. Pledge of Allegiance

2. CONSENT AGENDA: All items listed shall be approved by one motion, unless removed.
    A. Approve additions & corrections to agenda
    B. Approve minutes
        i. December regular meeting
    C. Approve General Fund bills $157,529.12
    D. Approve date, place and time for regular meetings
        i. 2nd Monday of the month (unless a Federal Holiday) @ Community Center @ 6:00 p.m.
    E. Approve posting place for notice of meetings
        i. City Hall
        ii. Community Center
    F. Approve designated services
        i. Bank – First Farmers and Merchants
        ii. Newspaper – Mower County Independent
        iii. Legal Services – Hoversten Law
        iv. Auditing Services – Smith and Schafer
        v. Engineering Services – Bolton and Menk
    G. Approve Fire Officer Appointments
        i. Chief – Travis Warmka
        ii. Assistant Chief 1 – Joe Gehling
        iii. Assistant Chief 2 – Ethan Hanken
        iv. Assistant Chief 3 – Cody Gronvold
        v. Captain – Eddie Bleifus
        vi. Lieutenant – Jon Jacobson
        vii. Billing – Cody Gronvold
        viii. Secretary – Dan Geier
        ix. Treasurer – Scott Wilson
        x. Training Officer – Jon Jacobson

3. REPORTS
    A. Library
    B. Ambulance - provided
    C. Maintenance
    D. Police – provided
    E. Fire – provided
    F. City Administrator
        i. Community Center rental contract – 2nd reading

ii. Purchasing Policy – 3rd reading
iii. Personnel Policy
iv. Donation of Pine Lawn to DNR
v. Assignment of tax abatement
vi. Remote meetings
vii. Windmills
viii. Columbus/Thanksgiving Holiday

G. Clerk

4. APPROVAL OF COMMITTEE ASSIGNMENTS
   A. Library
   B. Fire
   C. Ambulance
   D. Police
   E. Public Works
   F. EDA

5. OPEN FORUM – Anyone addressing the council should limit discussion to approximately 3 minutes. Council will likely place the issue on next month's agenda to fully review prior to making a decision.

6. ADJOURN

CITY OF GRAND MEADOW
Claims and/or Payroll Checks List
For the Accounting Period: 12/21

Claims

Check #	Check Type	Vendor/Employee/Payee Number/Name	Check Amount	Period	Date Issued	Notes
32393	SC	Check not processed in this period	0	/ 0	/ /	
32394	SC	1131 ROSCO'S REPAIR	1026.51	12/21	12/03/21	
32395	SC	1240 DRIESSEN WATER INC.	22.58	12/21	12/06/21	
32396	SC	1109 FREEBORN-MOWER COOPERATIVE SERVIC	3538.08	12/21	12/06/21	
32397	SC	313 GOPHER STATE ONE CALL	17.55	12/21	12/06/21	
32398	SC	328 HAWKINS, INC	15.00	12/21	12/06/21	
32399	SC	513 MINNESOTA DEPARTMENT OF HEALTH	1176.00	12/21	12/06/21	
32400	SC	1128 MINNESOTA PUMP WORKS	1366.20	12/21	12/06/21	
32401	SC	579 MINNESOTA VALLEY TESTING LABS	102.34	12/21	12/06/21	
32402	SC	519 MISSISSIPPI WELDERS SUPPLY CO.	18.90	12/21	12/06/21	
32403	SC	556 MOWER COUNTY RECORDER	92.00	12/21	12/06/21	
32404	SC	543 NCPERS - MINNESOTA	96.00	12/21	12/06/21	
32405	SC	618 ON-SITE COMPUTERS	29.70	12/21	12/06/21	
32406	SC	696 ROCHESTER TELECOM SYSTEMS,INC.	2.37	12/21	12/06/21	
32407	SC	876 WASTE MANAGEMENT	920.20	12/21	12/06/21	
32408	SC	346 ARVIG	673.46	12/21	12/07/21	
32409	SC	54 BAKER & TAYLOR JA Major's	497.71	12/21	12/07/21	
32410	SC	1326 BDF Properties , LLC	9117.26	12/21	12/07/21	
32411	SC	1184 CARDMEMBER SERVICE	711.09	12/21	12/07/21	
32412	SC	982 GALE/CENGAGE LEARNING	55.23	12/21	12/07/21	
32413	SC	401 J & S REPAIR, INC.	129.32	12/21	12/07/21	
32414	SC	503 MIDWEST TAPE	125.70	12/21	12/07/21	
32415	SC	583 NAPA AUTO PARTS	80.39	12/21	12/07/21	
32416	SC	725 SOUTHEASTERN LIBRARIES COOP	592.69	12/21	12/07/21	
32417	SC	861 VERIZON WIRELESS	40.01	12/21	12/07/21	
32421	SC	290 GLYNN'S MOTOR MART	560.46	12/21	12/13/21	
32422	SC	556 MOWER COUNTY RECORDER	46.00	12/21	12/14/21	
32429	SC	837 ACE HARDWARE	263.57	12/21	12/16/21	
32430	SC	37 ARAMARK	37.12	12/21	12/16/21	
32431	SC	44 AUSTIN OFFICE PRODUCTS	54.95	12/21	12/16/21	
32432	SC	59 BAUDOIN OIL COMPANY	938.20	12/21	12/16/21	
32433	SC	1094 BOLTON & MENK, INC	18059.50	12/21	12/16/21	
32434	SC	154 COMMUNITY UTILITY	1441.95	12/21	12/16/21	
32435	SC	236 EVANS PRINTING & PUBLISHING	91.50	12/21	12/16/21	
32436	SC	401 J & S REPAIR, INC.	48.89	12/21	12/16/21	
32437	SC	579 MINNESOTA VALLEY TESTING LABS	148.99	12/21	12/16/21	
32438	SC	705 S.L.CONTRACTING, INC.	3399.00	12/21	12/16/21	
32439	SC	1239 SHELL FLEET PLUS	710.96	12/21	12/16/21	
32440	SC	861 VERIZON WIRELESS	206.08	12/21	12/16/21	
32441	SC	54 BAKER & TAYLOR JA Major's	57.15	12/21	12/22/21	
32442	SC	1329 CAROLYN SWEEN	62.97	12/21	12/22/21	
32443	SC	154 COMMUNITY UTILITY	118.60	12/21	12/22/21	
32444	SC	1240 DRIESSEN WATER INC.	12.24	12/21	12/22/21	
32445	SC	982 GALE/CENGAGE LEARNING	77.32	12/21	12/22/21	
32446	SC	1197 HOVERSTEN, JOHNSON, BECKMAN & HOV	357.50	12/21	12/22/21	
32447	SC	579 MINNESOTA VALLEY TESTING LABS	72.06	12/21	12/22/21	
32448	SC	618 ON-SITE COMPUTERS	49.34	12/21	12/22/21	
32449	SC	1131 ROSCO'S REPAIR	203.96	12/21	12/22/21	

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH
P=Payroll, C=Cancelled (cancelled in system), R=Reissued, D=Deleted (deleted in system)

CITY OF GRAND MEADOW
Claims and/or Payroll Checks List
For the Accounting Period: 12/21

Claims

Check #	Check Type	Vendor/Employee/Payee Number/Name	Check Amount	Period	Date Issued	Notes
32450	SC	1328 SCOTT KERRINS	380.78	12/21	12/22/21	
32451	SC	1095 SMITH SCHAFER & ASSOCIATES, LTD	15000.00	12/21	12/22/21	
32452	SC	1152 SYNC/AMAZON	229.14	12/21	12/22/21	
32453	SC	892 WARMKA WELDING	615.15	12/21	12/22/21	

Claims Total # of Checks: 52 Total: 63689.67

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH
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Payroll

Check #	Check Type	Vendor/Employee/Payee Number/Name		Check Amount	Period	Date Issued	Notes
-83912	P	5	THOMAS N. BLEIFUS	1833.09	12/21	12/03/21	
-83911	P	8	LORI A. BROGAN	2077.19	12/21	12/03/21	
-83910	P	105	SARAH BURMEISTER	1123.59	12/21	12/03/21	
-83909	P	11	MICHAEL L. DOLTON	73.88	12/21	12/03/21	
-83908	P	134	Kylie L. Fenton-Musel	62.29	12/21	12/03/21	
-83907	P	14	JOE J. GEHLING	392.47	12/21	12/03/21	
-83906	P	96	MELODY A GILBERTSON	412.22	12/21	12/03/21	
-83905	P	15	CODY B. GRONVOLD	36.94	12/21	12/03/21	
-83904	P	M	TIFFANY GRONVOLD	1189.43	12/21	12/03/21	
-83903	P	106	CHRISTINE HYRKAS	1231.18	12/21	12/03/21	
-83902	P	127	Debra Hershberger	466.96	12/21	12/03/21	
-83901	P	20	MARK A. JACOBSON	1445.92	12/21	12/03/21	
-83900	P	141	JEREMY M. KASSEL	36.94	12/21	12/03/21	
-83899	P	39	MICHAEL KEEFE	964.18	12/21	12/03/21	
-83898	P	82	SCOTT KERRINS	1904.70	12/21	12/03/21	
-83897	P	131	Nicholas G Krebsbach	1296.16	12/21	12/03/21	
-83896	P	137	DOMONIC S. MERKEL	289.21	12/21	12/03/21	
-83895	P	111	LYNNEA OLSON	72.97	12/21	12/03/21	
-83894	P	27	JAMES W. RICHARDSON	1966.89	12/21	12/03/21	
-83893	P	33	LORI A. STIER	1890.84	12/21	12/03/21	
-83892	P	139	Courtney J. Soltau	27.70	12/21	12/03/21	
-83891	P	126	ILENE TJEPKES	533.02	12/21	12/03/21	
-83890	P	91	CAMERON J TURNER	1207.57	12/21	12/03/21	
-83889	P	140	CHELSEY E. WILSON	9.23	12/21	12/03/21	
-83888	P	102	ROBERT WORLTON	34.34	12/21	12/03/21	
-83887	P	133	Jeanne M. Wright	39.24	12/21	12/03/21	
-83886	P	FIT	EFTPS	7946.97	12/21	12/03/21	
-83885	P	MINNESOTA SIT	MINNESOTA REVENUE	1512.00	12/21	12/03/21	
-83884	P	PERA	PERA	2991.05	12/21	12/03/21	
-83883	P	5	THOMAS N. BLEIFUS	1960.49	12/21	12/17/21	
-83882	P	8	LORI A. BROGAN	540.24	12/21	12/17/21	
-83881	P	105	SARAH BURMEISTER	1134.35	12/21	12/17/21	
-83880	P	128	Susan K Baldus	74.57	12/21	12/17/21	
-83879	P	134	Kylie L. Fenton-Musel	87.73	12/21	12/17/21	
-83878	P	96	MELODY A GILBERTSON	464.40	12/21	12/17/21	
-83877	P	15	CODY B. GRONVOLD	648.54	12/21	12/17/21	
-83876	P	106	CHRISTINE HYRKAS	2156.36	12/21	12/17/21	
-83875	P	127	Debra Hershberger	536.94	12/21	12/17/21	
-83874	P	129	Paul E Johnson	281.98	12/21	12/17/21	
-83873	P	82	SCOTT KERRINS	1904.70	12/21	12/17/21	
-83872	P	131	Nicholas G Krebsbach	1236.13	12/21	12/17/21	
-83871	P	137	DOMONIC S. MERKEL	257.96	12/21	12/17/21	
-83870	P	27	JAMES W. RICHARDSON	1966.89	12/21	12/17/21	
-83869	P	91	CAMERON J TURNER	1308.23	12/21	12/17/21	
-83868	P	85	SCOTT M. WILSON	596.50	12/21	12/17/21	
-83867	P	102	ROBERT WORLTON	137.36	12/21	12/17/21	
-83866	P	133	Jeanne M. Wright	117.74	12/21	12/17/21	
-83865	P	FIT	EFTPS	5981.54	12/21	12/17/21	

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Payroll

Check #	Check Type	Vendor/Employee/Payee Number/Name	Check Amount	Period	Date Issued	Notes
-83864	P	MINNESOTA SIT MINNESOTA REVENUE	1254.00	12/21	12/17/21	
-83863	P	PERA PERA	3227.02	12/21	12/17/21	
-83862	P	5 THOMAS N. BLEIFUS	902.40	12/21	12/17/21	
-83861	P	91 CAMERON J TURNER	283.90	12/21	12/17/21	
-83860	P	FIT EFTPS	314.93	12/21	12/18/21	
-83859	P	MINNESOTA SIT MINNESOTA REVENUE	34.00	12/21	12/18/21	
-83858	P	PERA PERA	212.48	12/21	12/18/21	
-83857	P	5 THOMAS N. BLEIFUS	2026.46	12/21	12/31/21	
-83856	P	8 LORI A. BROGAN	326.45	12/21	12/31/21	
-83855	P	105 SARAH BURMEISTER	1119.67	12/21	12/31/21	
-83854	P	134 Kylie L. Fenton-Musel	61.42	12/21	12/31/21	
-83853	P	96 MELODY A GILBERTSON	623.38	12/21	12/31/21	
-83852	P	106 CHRISTINE HYRKAS	1231.18	12/21	12/31/21	
-83851	P	127 Debra Hershberger	458.93	12/21	12/31/21	
-83850	P	82 SCOTT KERRINS	1904.70	12/21	12/31/21	
-83849	P	131 Nicholas G Krebsbach	1571.59	12/21	12/31/21	
-83848	P	137 DOMONIC S. MERKEL	383.96	12/21	12/31/21	
-83847	P	111 LYNNEA OLSON	72.97	12/21	12/31/21	
-83846	P	27 JAMES W. RICHARDSON	1966.89	12/21	12/31/21	
-83845	P	91 CAMERON J TURNER	1350.46	12/21	12/31/21	
-83844	P	FIT EFTPS	4120.94	12/21	12/31/21	
-83843	P	MINNESOTA SIT MINNESOTA REVENUE	857.00	12/21	12/31/21	
-83842	P	PERA PERA	3245.64	12/21	12/31/21	
32380	P	117 James Allen	514.12	12/21	12/03/21	
32381	P	136 JUSTIN E BOLAND	755.74	12/21	12/03/21	
32382	P	108 James Christain	980.79	12/21	12/03/21	
32383	P	89 SANDRA K FENTON	1536.34	12/21	12/03/21	
32384	P	109 DAN GEIER	36.94	12/21	12/03/21	
32385	P	16 DARCY A. HANKEN	184.70	12/21	12/03/21	
32386	P	120 KIM HILL	895.06	12/21	12/03/21	
32387	P	144 Trevor E. Hanson	36.94	12/21	12/03/21	
32388	P	93 STEVE MEYERHOFER	73.88	12/21	12/03/21	
32389	P	142 CATHERINE G. PAUL	886.56	12/21	12/03/21	
32390	P	28 ADAM SCHLEE	36.94	12/21	12/03/21	
32391	P	88 ANTHONY M WARMKA	895.06	12/21	12/03/21	
32392	P	143 Rebecca G. Young	786.06	12/21	12/03/21	
32423	P	109 DAN GEIER	1220.87	12/21	12/17/21	
32424	P	49 ETHAN HANKEN	596.50	12/21	12/17/21	
32425	P	147 Collin M. Jacobson	55.41	12/21	12/17/21	
32426	P	148 Ryan I. Queensland	892.32	12/21	12/17/21	
32427	P	149 Shari K Swenson	23.09	12/21	12/17/21	
32428	P	35 TRAVIS J. WARMKA	1420.94	12/21	12/17/21	

Payroll Total # of Checks: 90 Total: 93839.45

Grand Total # of Checks: 142 Total: 157529.12

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Information for the City council Meeting – January 10, 2022 6pm

Grand Meadow Ambulance – December 2021

Total calls: 16
- St. Mary's - 13
  - * 1 of these calls was an ALS
- Austin Medical Center - 1
- No Transports - 2

These 3 items were supposed to be brought up in the December:

-Melody (part-time) position was dissolved – her last day was December 30, 2021 due to the lack of calls during that time – she responded to only 17 calls for the 2021 year

-Starting January 1, 2022 – we will start paying $2.00 per hours for being on call along with the per call pay.

-Interim Director Roll

Grand Meadow Police Department

December 2022 Report

Vehicle Information

	Total Miles	Miles this Month
Car	45227	0
SUV	45348	1535
	Total	1535

Community

Formal Written Complaints: 0
Verbal Complaints: 0
Property Checks: 1

Traffic

Citations: 2
Accidents: 0
Warnings: 5

Assists

Public: 19
Ambulance: 4
Criminal Complaints: 3
Follow-up Investigations: 8
County: 6
Fire: 1
Note: 2- verbal domestics. 1-theft, 1-Business alarm, 1-lost dog, 2cited for Drug paraphernalia/small amount
Training: Use Of Force training

GMPD Updates/Comments: Please check fire alarms for fresh batteries. Make sure to place extra blankets, hats, gloves and boots in your vehicle. Make sure your vehicle has a solid battery in it and fresh coolant in radiator.

Please drive with care and buckle up!

Your Chief

GMPD

GRAND MEADOW FIRE DEPARTMENT
POST OFFICE BOX 511
GRAND MEADOW, MN 55936
(507) 754-7003

Monthly Meeting ***Tuesday January 4th, 2022***

The monthly meeting of the Grand Meadow Fire Department was called to order by Chief Travis Warmka at 7:05

SECRETARY'S REPORT: Read and approved

TREASURER'S REPORT: Beginning balance $ 11,313.61
Ending balance $ 10,220.41

CALLS: December - 6

12/02 - MVA	15 responders	12/15 – Structure collapse	21 responders
12/15 - Storm damage/residence	21 responders	12/16 - Tree fire	3 responders
12/15 – Storm damage assmnt	21 responders	12/22 - Shed fire	15 responders

RELIEF REPORT:	Checking balance	$ 4,049.98	unchanged
	Invesco	$ 177,928.93	up $ 7,204.59
	State	$ 718,368.67	up $26,556.24

TRAINING: January 5th - 6:30 PM - TBD
January 19th - 6:30 PM – TBD

EMR training dates – February 16th, March 9th, April 13th, and Dec 14th.

Old Business:

Radios. Second head for Engine 1 should be installed sometime soon. New batch of pagers has arrived and need to be programmed.

Danceless dance letter needs to go out in February. The committee will work on finalizing the letter

Christmas Party committee report – Party will be held on the 15th of January.

Hat committee update – product is ordered but is delayed.

Call attendance – Every member should make every effort to make calls. Attendance has been lacking. We need to do better as a group.

New Business –

Checklist books need to be completed. Please make sure that the black binder is getting taken care of monthly. This is NOT a SCBA binder. We will be adding another binder to assist with fire hall cleaning (bathrooms, meeting room, hallway etc)

The city has contacted the department requesting access to view our bank accounts. All of the fire department accounts are owned and managed by the Relief Association. The balances are reported every month to the city. The Relief Association will look into the legality or necessity of allowing the city access to our accounts. The department has no authority over the Rural Association. Trevor Hanson made a motion to table this discussion pending review of the Relief Association. Second by Cody Gronvold. Motion carried.

Handouts are on the table offering Fire Department members Critical Illness Insurance. This insurance is provided by the State. Please look those over and contact MnFire with any questions.

Jon Jacobson made a motion, second by Cameron Turner to adjourn. Meeting adjourned at 7:34 PM

Dan Geier
Secretary

City of Grand Meadow
Community Center Rental Contract

www.cityofgrandmeadow.com
112 Grand Ave E, PO Box 38
Grand Meadow, MN 55936
Phone: (507)754-5280

RENTAL FEE	$ **100.00**	Ck # _____	DATE PAID _____	**DATE OF EVENT**
DEPOSIT FEE	$ **50.00**	Ck # _____	DATE PAID _____	_____

Payment and signed contract are due at least 30 days prior to the requested rental date. Reservation is NOT GUARANTEED until payment is paid in full.

(Checks can be made payable to "City of Grand Meadow")

This agreement made this _____ day of _____, _____, by and between the City of Grand Meadow, Minnesota, (herein after referred to as Lessor), and the following (herein after referred to as Lessee):

Name: _____

Address: _____

_____

Phone: _____

Email: _____

THE LESSOR AGREES AS FOLLOWS:

1. The Lessor agrees to provide the Community Center located at 112 Grand Avenue East, Grand Meadow, MN 55936 for **$100.00**.

THE LESSEE AGREES AS FOLLOWS:

1. The Lessee agrees to rent the Community Center located at 112 Grand Avenue East, Grand Meadow, MN 55936 for **$100.00**.

2. Lessee agrees to pay Lessor the full agreed rental amount at least 30 days prior to the event.

3. The Lessee agrees to pay a $50.00 deposit covering damage, cleaning, and key return, which is refundable following the event if there is no damage, cleaning is completed, and the key is returned. Lessor agrees to hold the deposit check uncashed and return the check to Lessee if all terms and conditions of this agreement are met. In the event the Lessee fails to comply, the deposit check will be cashed and the Lessee will be billed for the balance of repair, cleaning, and lock replacement.

4. Lessor agrees to provide a key to facilitate use and security for the event. Lessee is responsible for picking up the key at City Hall during regular business hours (8:00 a.m. – 4:30 p.m. Monday – Thursday, 8:00 a.m. – Noon Friday). Key may be picked up one day prior to weekday reservations or two days prior to weekend reservations. City Hall is closed on most federal holiday. Lessee agrees to contact City Hall at least one week prior for any even on or near a federal holiday to confirm key pickup date. Lessee agrees to return the key within 48 hours of completion of the event. (**NOTE: City Hall closes at NOON on Fridays**).

5. Reserved parking is not provided for Community Center users. Parking on the grass or driving through the grass is prohibited.

6. Lessee is responsible for all monitoring and supervision of the premises during the rental period and by this agreement agrees the City shall not provide any supervision, security, inspections, or other monitoring of either the premises or the event during the period of this agreement. All minor use requires an adult chaperone.

7. Materials shall not be displayed against or nailed to the walls or woodwork nor attached to draperies. Directional signs may be placed in the ground outside the Community Center but must be removed when your party leaves. Directional signs may not be nailed, taped, or attached in any way to buildings or signs.

8. Lessee agrees to comply with the following items:
    a. Clean up kitchen.
    b. Sweep and/or mop floor
    c. Take down and remove all decorations
    d. Properly empty all trash containers and dispose in the dumpster behind the building
    e. Wipe off all tables, chairs, and any spills on the floor.
    f. NO SMOKING inside the building.
    g. Return tables and chairs to their original pre-rental positions.
    h. At the conclusion of rental, if all the items listed above are not completed, your deposit <u>WILL</u> be cashed.

9. The Community Center must be vacated by 11:00 p.m. and securely locked.

10. Lessee shall insure that all use of the premises shall be in compliance with all local, state, and federal rules and statutes, including, but not limited to, all orders, directives, executive orders and recommendations issued by the State of Minnesota, the United State of

America, and the Center for Disease Control relating in any way to the novel coronavirus (COVID-19) and all variants thereof.

11. The City of Grand Meadow is NOT responsible for any items left behind in the Community Center by Lessee.

12. In the event of a cancellation, the Lessee will receive a full refund if cancellation is made no less than 30 days prior to the scheduled event. If cancellation is made within 30 days of the event, a refund **will not** be issued.

13. ANY deviation from this contract MUST be signed by both Lessee and Lessor. Verbal agreements are not an acceptable addition to this contract.

14. Lessee herby agrees release, indemnify, hold harmless and defend the City of Grand Meadow, its employees, councilmembers, agents, successors and assigns from any and all claims, losses or demands arising in any way out of the tenant's use of the premises pursuant to this agreement, including, but not limited to, claims for death, personal injury, sickness, illness, theft or property damage sustained by the undersigned, the undersigned's employees, agents, successors and assigns, as well as by any volunteers, participants or attendees at the event that is the subject of this agreement. It is intended by the undersigned that this release and indemnification agreement also applies to all claims, losses or damages arising in any way out of the contraction of or exposure to the novel coronavirus (COVID-19) and all variants thereof on the premises or at the event by any employee, volunteer, participant, or attendee, as well as their successors and assigns. It is understood and agreed that exposure to COVID-19 or its variants can lead to death, disability, or illness, including illness of a permanent, prolonged or severe nature, and that by conducting this event the undersigned, its agents, employees, successors and assigns, as well as all volunteers, participants or attendees participating in the event sponsored by the undersigned ASSUME THE RISK of those injuries or illnesses.

I hereby certify that I have read and agree to the terms of this agreement. I understand that disregard for these conditions could result in the forfeiture of future pavilion use. I also understand that violating a city ordinance could result in fines of up to $2,500.00.

LESSEE:

Signature: _____

Printed name: _____

Date: _____

If you experience a problem with your rental on a weekend, holiday or after 4:00 p.m. on a weekday, please call 507-421-5498 or 507-696-7061 for assistance. Non-emergency number for the police department is 800-437-9409 #1 for dispatch.

CITY OF GRAND MEADOW
PURCHASING POLICY

I. INTRODUCTION AND OBJECTIVES

The purchasing policy of the City of Grand Meadow is established by the City Council using guidelines set forth by Minnesota State Statutes. This policy is designed to provide guidance and instruction to staff involved in the purchasing process. It sets forth the authorities and responsibilities of those participating in the system and outlines the requirements of pertinent statutes and regulations. Council grants staff the authority to purchase materials and equipment within the budgeted amounts previously approved by Council under the following guidelines.

The objectives of the Purchasing Policy are:

1. To ensure that purchases comply with all applicable laws;
2. To ensure that taxpayers receive the lowest price and the best value for their tax dollars when the City purchases goods and services;
3. To provide clear and consistent guidelines for contractors to follow;
4. To provide clear and consistent guidelines for authorized City employees/purchasers to follow;
5. To limit the discretion of City officials and thus limit the possibility of fraud or favoritism.

All employees of the City shall comply with all local, state, and federal statutory requirements regarding purchase of materials or services. The following practices are also specifically forbidden:

1. Using information available to an employee solely because of their position for personal profit, gain, or advantage.
2. Directly or indirectly furnishing estimating services, any other services, or information not available to all prospective bidders, to any person bidding on a contract or who may reasonably be expected to bid on a contract.

II. PURCHASING OVERSIGHT

The City Administrator or their designee is responsible for the overall purchasing function. Department heads shall be responsible for purchasing items within their respective budgets. All contracts, bonds, and instruments of every kind to which the City is a party shall be signed by the Mayor and/or the City Administrator or Council's approved designee on behalf of the City and shall be executed in the name of the City. All credit applications must be submitted to and approved by the City Administrator.

III. PURCHASING STANDARDS AND METHODS

In general, purchases for the requirements of the City shall be made by each Department subject to the conditions of this Purchasing Policy. Purchasing will be

done on a competitive basis and consistent with the approved annual budget, Capital Improvement Program or Capital Equipment Budget. Local businesses within the Grand Meadow School District area and vendors will be given the opportunity to bid or provide quotes for services or products. Local businesses and vendors can file a "Vendor Notification Request" with the City listing the services and goods that they would like to bid on.

IV. PURCHASE ORDERS

Purchase orders are not mandatory but will be used for purchases over $5,000.00 or if requested by the vendor or preferred by the Department Head. Purchase orders can be obtained from the City Clerk.

V. PURCHASING PROCEDURES

Purchases may be made by the following methods:

1. Regular purchasing procedures
2. Price agreements
3. Best Value Alternative
4. Emergency purchasing
5. Disaster purchasing
6. Cooperative purchasing
7. Capital Improvement Plan purchasing
8. Use of City credit cards

1. REGULAR PURCHASING PROCEDURES

a. PURCHASES OF LESS THAN $1,000

These are informal procurement methods used for purchase of services, supplies, or other property. These purchases may be made in the open market by the Department Head or their designee. Authorized purchasers are strongly encouraged to seek quotations from several vendors if the anticipated cost approaches $1,000.

b. PURCHASES OVER $1,000 BUT LESS THAN $25,000

Purchases estimated to exceed $1,000 but not to exceed $25,000 may be made either upon quotation or in the open market, in the discretion of the governing body. Quotations may be obtained by telephone or in written form via facsimile, delivery service, or Internet. Quotations must have a specific date and time period for which they are valid. All quotations should be kept on file for a minimum of one (1) year and include the names of vendors providing the quotations, the amounts of the quotations, and each successful quotation signed and dated. Quotations from unsuccessful bidders should be attached to the

payment voucher of the successful bidder.

All purchases between $2,000 and $25,000 shall be discussed with the City Administrator. The City Administrator will determine if the purchase shall be made by quotation or in the open market and whether the item will be presented to the Council for approval regardless of whether the purchase was already included in the annual budget or not.

Local Vendors – If the local vendor's price or quote does not exceed the lowest non-local vendor's price or quote by more than 5%, the purchase must be made from the local vendor for purchases less than $10,000.

Related party purchases (City employees, spouse or equivalent, relatives, Council Member's employers) should be based on a minimum of one written quotation from a nonrelated party vendor (local if possible).

c. PURCHASES OVER $25,000 BUT LESS THAN $175,000

The proposed purchase must be presented to Council for approval before the commencement of the process unless it is for fuel or other operating supplies (examples – budgeted street & park stockpiles, and budgeted utility inventories) that are replenished regularly. The purchase may be made either via sealed bids or by obtaining two (2) or more written quotations, without advertising for bids or otherwise complying with the requirements of competitive bidding laws. Quotations may be obtained by telephone or in written form via facsimile, delivery service, or Internet. Quotations must have a specific date and time period for which they are valid. All quotations should be kept on file for a minimum of one (1) year and include the names of vendors providing the quotations, the amount of the quotations, and each successful quotation signed and dated. If quotations are obtained by phone, they must be followed up with a signed quotation to be considered a valid quotation.

The quotations must be forwarded to the City Council for consideration at a regularly scheduled Council meeting. The City Council may consider, in addition to the quoted price, the quality, suitability, servicing, and adaptability of the article for its intended use.

If approved, a purchase order will be obtained through the City Clerk who will keep a copy and attach it to the invoice and the original will be sent back to the Department Head.

d. PURCHASES OVER $25,000 BUT LESS THAN $175,000; BEST VALUE ALTERNATIVE

As an alternative to the procurement method described in Section V, paragraph (1) (c), the City may award a contract for construction, alteration, repair, or

maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c). The City Administrator will recommend approval of the purchase, subject to the City Council approval.

If approved, a purchase order will be obtained through the City Clerk who will keep a copy and attach it to the invoice and the original will be sent back to the Department Head.

e. PURCHASES OVER $175,000

The proposed purchase must be presented to Council for approval before the commencement of the purchasing process. Purchases or contracts require formal sealed bids solicited by public notice in accordance with Minnesota Statute 471.345, Subd.3. The purchaser shall prepare or cause to be prepared, the specifications, the advertisement to solicit sealed bids, the opening and tabulation of bids, and any necessary investigation of the bids. The City's designated representative shall recommend to the City Council which bid is the lowest, responsible bid. The City Council shall determine the lowest responsible bidder and shall accept such bid. In all cases, the City Council reserves the right to accept or reject any or all bids and waive informalities therein.

The City has reasonable discretion in determining the lowest responsible bidder. Not only must a successful bidder submit the lowest bid price and substantially met the terms and conditions of the specifications, the low bidder must be considered "responsible" and have the capacity to perform the proposed contract. "Responsibility" includes such considerations as the bidders' financial responsibility, integrity, ability, skill, and likelihood of providing faithful and satisfactory performance. There is more latitude in purchasing items of equipment not capable of exact specifications. In making such a purchase, the City Council may exercise reasonable discretion in determining the lowest responsible bidder. The City Council may consider, in addition to the bid price, the quality, suitability, and adaptability of the article for its intended use.

If approved, a purchase order will be obtained through the City Clerk who will keep a copy and attach it to the invoice and the original will be sent back to the Department Head.

f. PURCHASES OVER $175,000; BEST VALUE ALTERNATIVE

As an alternative to the procurement method described in Section V, paragraph (1) (e), the City may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c). The City Administrator will recommend approval of the purchase, subject to the City Council approval.

If approved, a purchase order will be obtained through the City Clerk who will keep a copy and attach it to the invoice and the original will be sent back to the Department Head.

2. PRICE AGREEMENTS

Price agreements may be used to acquire items the City frequently purchases in small quantities, i.e. gasoline, propane, and heating fuel. A price agreement is a contract between the City and a vendor. Under it, the vendor agrees to supply all of the City's requirements for the specified commodity during the period of agreement. The price may be fixed or variable, such as a fixed discount from market price. Such price agreements expedite delivery, reduce paperwork, and generally result in lower prices. The procedure for "Purchases of less than $1,000" applies.

3. BEST VALUE ALTERNATIVE

As an alternative to the procurement methods described above, the City may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals. The solicitation document must state the relative weight of price and other selection criteria. The award must be made to the vendor or contractor offering the best value applying the weighted selection criteria. If an interview of the vendor's or contractor's personnel is one of the selection criteria, the relative weight of the interview shall be stated in the solicitation document and applied accordingly.

4. EMERGENCY PURCHASING

Under Minnesota's Emergency Management Act, cities are given the authority to enter into contracts during emergencies without following many of the normally required procedures, such as the bidding requirements of state contract law. There are two types of emergencies that may be relevant on the local level: an "emergency" and a "public health emergency".

a. An "emergency" is defined as an unforeseen combination of circumstances that calls for immediate action to prevent a "disaster" from developing or occurring. A "disaster" is defined as a situation that creates an actual or imminent serious threat to the health and safety of persons, or a situation that has resulted or is likely to result in catastrophic loss to property or the environment and for which traditional sources of relief and assistance within the affected area are unable to repair or prevent the injury or loss.

b. A "public health emergency" means an occurrence or imminent threat of an illness or health condition in Minnesota where there is evidence that the cause of illness or health condition is bio-terrorism, or an airborne infectious agent or toxin and that the illness poses a high

probability of a large number of deaths or disabilities or widespread exposure to an airborne infectious agent that poses a significant risk to a large number of people.

When an emergency occurs that may jeopardize public safety or the health and welfare of employees or citizens, the City Administrator, City Clerk, or appropriate Department Head may authorize a necessary emergency purchase. Department Head emergency purchases and the reason for the purchase shall be reported in writing including supporting documentation to the City Administrator and City Clerk within 24 hours of the situation and reported to the City Council as soon as possible. At least two (2) competitive quotations should be utilized whenever possible as part of the process.

If there is any question about whether an emergency exists per the definitions of the Minnesota Emergency Management Act, the City Council, City Administrator or his/her designee shall consult with the City Attorney whenever practicable.

5. DISASTER PURCHASING

The Mayor may declare a local disaster or emergency. The declaration shall not be continued for a period in excess of three (3) days except by, or with the consent of the City Council. A disaster may result from fire, flood, tornado, blizzard, destructive winds, or other natural causes, or from sabotage, hostile action, or from hazardous material mishaps or catastrophic measures, or emergencies that are technological in nature.

During a declared disaster emergency, the City may enter into contracts and incur obligations necessary to combat the disaster by protecting the health and safety of persons and property and providing assistance to victims of such disasters. The City may exercise such power as deemed necessary without complying with purchasing procedures prescribed by law pertaining to the performance of public work, entering into rental equipment agreements, purchase of supplies and materials, limitations upon tax levies, and the appropriation and expenditures of public funds, including, but not limited to, publication of resolutions, publication of call for bids, provisions of personnel laws and rules, provisions related to low bids, and requirement for budgets.

6. COOPERATIVE PURCHASING

The City may increase savings from bulk discounts by making purchases jointly with one or more governmental units through joint powers agreements. Under these programs, several governmental units can enter into an agreement to authorize one party to solicit bids and provide for the purchase at the option of each participating governmental unit. Once the governmental units agree on the specifications of the item, one party may advertise for bids on behalf of all the parties that participate in the agreement. Rather than specify a specific number of items, the advertising

participant will advertise for a range of quantities estimated for the entire group. Each participating unit can make the final decision on whether to purchase the items from the successful bidder.

7. CAPITAL IMPROVEMENT PLAN PURCHASING

Capital purchases will be identified and scheduled in the annual five-year Capital Improvement Plan. The City Administrator or Department Head may request the alteration of the plan if in the best interest of the City. Inclusion in the Capital Plan is not blanket authority for purchasing items. The council must authorize the capital purchases based on a Request for Council Action submitted by the City Administrator, City Clerk, or appropriate Department Head prior to purchase.

No Department Head may make any capital expenditure without the City Council's prior approval. No City employee may make a capital expenditure without their department head approval. Capital expenditure is a purchase of real estate, machinery, furniture, equipment, or a motor vehicle. Items needed for the repair of motor vehicles or equipment are not considered capital expenditures. Items costing less than $5,000 will not be considered capital expenditures.

All purchases must follow the applicable purchasing requirements set by state statute mentioned above.

8. USE OF CITY CREDIT CARDS

As per MN Statute 471.382, the City Council may authorize the use of a credit card by any City officer or employee otherwise authorized to make a purchase on behalf of the City. In accordance with this statute, if a City officer or employee makes or directs a purchase by credit card that is not approved by the City Council, the officer or employee is personally liable for the amount of the purchase. All purchases by credit card must otherwise comply with all statutes, rules, and policies applicable to City purchases. The City Council shall approve the establishment of all credit card accounts.

Purchases must comply with the following requirements:

a. Claims presented to the City for payment must be in writing and itemized. Billings from credit card companies do not contain the detail necessary to satisfy these requirements; therefore, the City must retain original invoices and receipts for all items charged on a City credit card.

b. The City will not use credit cards for carrying debt. The City will pay all credit card balances each month. The City will not be responsible for interest charges accrued due to delayed submission of receipts and payment requests. Such payment delays caused by the employee or officer failing to submit the necessary receipts to support the credit card statement in a timely manner shall be the responsibility of the employee

or officer. The City will use all methods available to effect collection of these interest and carrying charges.

c. Individuals failing to comply with the policy shall have credit card privileges revoked and will be responsible for interest and late charges that result from their failure to comply with this policy.

VI. STATE BIDDING LAW

State bidding law applies to:
Contracts for sale, purchase, or rental of supplies, materials, or equipment.
Contracts for the construction, alteration, repair, or maintenance of real or personal property.

VII. EXCLUSIONS FROM COMPETITIVE BIDDING REQUIREMENTS

It is not legally necessary to always use competitive bidding. The following are some of the most common exemptions, exceptions, or alternatives to competitive bidding:

1. Non-contracts. An agreement that does not meet the definition of a contract under the competitive bidding law is exempt from the competitive bidding requirements. For example, an agreement in which a company supplied a special scoreboard system in exchange for the right to sell or lease advertising space on it was found to be exempt because it was not only a contract for "materials, supplies, or equipment." Likewise, contracts for refuse hauling and janitorial services were also found to be exempt from the competitive bidding requirements.

2. Contracts below the competitive bidding threshold, but above $25,000. As an alternative to competitive bidding, contracts that are estimated to cost more than $25,000, but not more than $175,000, may be made by direct negotiation. If direct negotiation is used, the council must seek at least two quotations when possible and keep them on file for at least one year after receipt.

3. Contracts of $25,000 or less. If a contract is estimated to be $25,000 or less, the city has the choice of making the contract upon quotation or in the "open market." If the city makes the contract upon quotation, it shall be based, as far as practicable, on at least two quotations which shall be kept on file for at least one year after their receipt.

4. Electronic purchases through reverse auctions. Cities may, regardless of costs, contract for the purchase of supplies, materials, and equipment through an electronic reverse auction process. Vendors compete to provide the requested supplies, materials, or equipment at the lowest selling price in an open and interactive electronic environment.

5. Electronic sales of surplus supplies, materials, and equipment. Cities may, regardless

of value, sell surplus, obsolete, or unused supplies, materials, and equipment using an electronic process in which purchasers compete to offer the highest purchase price in an open and interactive environment.

6. Best value contracting. Under certain circumstances, cities may use best value contracting for construction projects. Best value contracting authorizes cities to consider performance criteria in addition to price in the selection process.

7. Shared hospital or ambulance service contracts. Certain hospital or ambulance purchases and leases are exempt from competitive bidding if made through a shared service purchasing agreement.

8. Some fuel contracts. Fuel purchased by municipal power plants for the generation of power may be made using either direct quotations or competitive bidding.

9. Guaranteed energy-savings contracts. Contracts for energy conservation measures that will reduce energy consumption or operating costs are not subject to competitive bidding. There are additional procedural requirements that must be considered and satisfied.

10. Intergovernmental contracts. Cities do not need to follow the competitive bidding requirements when contracting for the sale, lease, or purchase of real or personal property with another government entity (federal, state, or political subdivisions).

11. Real estate contracts. The purchase or sale of real property is generally not required to be competitively bid. However, a home rule charter may require a competitive bidding process for the purchase or sale of real estate.

12. Professional services contracts. Cities are not required to follow the competitive bidding process when contracting for professional services such as those provided by doctors, engineers, lawyers, architects, accountants, as well as other services requiring technical, scientific, or professional training.

VIII. PERFORMANCE AND PAYMENT BONDS

Public work contracts of $175,000 and over must require contractors to provide a performance bond and a payment bond.

IX. WITHHOLDING CERTIFICATES

Contractors and subcontractors must show compliance with withholding tax laws by submitting a withholding affidavit to the Minnesota Department of Revenue. The City shall obtain a completed Form IC134 “Withholding Affidavit for Contractors” either electronically or signed copy before the final payment is released.

X. PURCHASES FROM PETTY CASH FUNDS

The council approval is required for petty cash funds. The funds are to be used for payment of bills impractical to pay in the regular manner. Each fund has an appointed custodian responsible for its safekeeping and disbursements. Each disbursement must have proper documentation and the custodian must be able to justify the validity of the disbursements to the council.

To replenish the petty cash fund a detailed voucher must be given to the Finance Department for review and payment.

XI. SALE OF SURPLUS PROPERTY

The City is generally prohibited from selling property to city officers or employees. City property can be sold to city employees (but not officer) if the sale is made by sealed bids or through an auction and the employee is not involved in the process.

The appropriate Department Head is responsible for the disposition of all surplus, salvage, obsolete, and unneeded materials or equipment belonging to the City. At least once a year all Departments will be asked to report stocks of materials which have become obsolete or worn and are no longer useful to their operation.

Sale of material in the amount of $5,000 or less may be made by auction or advertising in the official City newspaper with sale to the highest bidder. If no bids are obtained through this manner the Department Head with the approval of the City Administrator may sell the material by other means available. Property sale exceeding $5,000 will be accomplished by sealed bids, if possible, with an advertisement for bids published in the official City newspaper at least 10 days prior to the bid opening.

As an alternative, items of under $1,000 in value may be disposed of at the discretion of the appropriate Department Head.

City property can also be sold using an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

The City can also sell property, services, or equipment to other governments without complying with competitive bidding requirements.

XII. INVOICE APPROVAL

Department heads shall review all invoices for expenditures in their departments and verify the validity of the charges. Payments will only be made from the original invoice; payments from statements are not allowed. Department heads shall sign and appropriately code invoices after ascertaining that the goods or services have been delivered to the City in the quantities listed and that the amounts charged are correct.

The packing list or other documentation of receipt should be attached to the signed invoice. Routine invoices are excluded from Department Head coding, such as utility bills (electric, phone, copier, heating, water, sewer, storm water), fuel purchase, etc. that are allocated by the City. The voucher will still be reviewed and approved by the Department Head. All purchases/payments shall be reviewed and ratified by the City Council at their regular meeting before payments are released.

The City Administrator can authorize the processing of a check before council approval, only if necessary, and it will be approved at the next council meeting.

Employees must sign and submit an original receipt for all reimbursements. All non-mileage reimbursements must have the original detailed receipts attached (summary credit charge slips are not sufficient).

Approved April 2017

City of Grand Meadow Employment Policy

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Personnel Policy Template, LMC Model Policy

Find more information on personnel policies in the Personnel Policies Chapter of the League's Human Resources Reference Manual.

Below you will find a Table of Contents to help navigate through the model personnel policy. Simply hold the Ctrl button on your keyboard and click on the heading with your mouse to bring you directly to the specific section.

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Agenda 3.F.iv.

Minnesota Department of Natural Resources
Division of Lands and Minerals
500 Lafayette Road—Box 45
St. Paul, MN 55155-4045

DEPARTMENT OF NATURAL RESOURCES

WHY AND HOW WE BUY LAND

Why Do We Buy Land?

We purchase land and interests in land to provide a variety of recreational and natural resource opportunities at locations including:

- State Parks and Recreation Areas
- State Trails
- State Forests
- Public Water Access Sites
- Scientific and Natural Areas
- Wildlife Management Areas
- Aquatic Management Areas
- Trout Stream easement areas
- Native Prairie Bank easement areas

Examples of our criteria for purchasing land:

- Protect significant natural resources
- Conserve native prairies and grasslands
- Improve access to state land
- Consolidate state land
- Protect and restore trout streams
- Enhance and improve outdoor recreation opportunities
- Expand existing resource management areas

For more information on the acquisition process, visit our website at: mndnr.gov/lands_minerals/acquisitions.html

Interested in Selling?

If you would like the DNR to consider buying your property, contact the regional Lands and Minerals Division staff in your area.

We will ask for some basic information about your property. This will be reviewed to see if your property meets our criteria for purchasing land.

Regional Contacts:

The regional staff of the Division of Lands and Minerals may be contacted at:

Northwest: 218-308-2627
Northeast: 218-328-8923
Central: 651-259-5792
South: 507-233-1211

Donations & Partners

In some cases, we accept donations of land. There may be tax benefits if you make a donation of land to the DNR.

We can also partner on acquisitions with organizations such as local units of government, sporting clubs, conservation organizations, non-profit organizations and land trusts.

Determining Land Value

We are required to hire an appraiser to determine the market value of your property. Some conservation easement valuations are determined by a formula.

You may hire an appraiser to provide an independent opinion of the value of your property.

If an offer is made to you, there is no obligation to accept it.

How We Buy Land

The DNR's Division of Lands and Minerals coordinates the acquisition process in cooperation with various DNR divisions *(Fish & Wildlife, Parks & Trails, Forestry, Ecological and Water Resources).*

Here are the steps to buying land:

1. Assign an acquisition project manager
2. Gather property information
3. Appraise land
4. Make an offer
5. Obtain title opinion
6. Schedule closing

Benefits of Selling

- We pay most closing costs
- Your land will be available for public use
- You will create a family legacy
- Your land is preserved for future generations
- Minnesotans will have new outdoor recreational opportunities

ASSIGNMENT OF TAX ABATEMENT BENEFITS

CONSENT TO ASSIGNMENT

This agreement entered into this _____ day of January, 2022, by and between Ag Power Real Estate, LLC, a Minnesota limited liability company, with their principal offices located at 4561 State Hwy. 212, Glencoe, MN 55336, and Minnesota Ag Power, Inc., a Minnesota corporation with its principal offices located at 4561 State Hwy. 212, Glencoe, MN 55336, hereinafter collectively referred to as "Ag Power", the County of Mower, a political subdivision of the State of Minnesota, hereinafter referred to as "Mower", the City of Grand Meadow, a municipal corporation and political subdivision of the State of Minnesota, hereinafter referred to as "Grand Meadow", SEMA Equipment, Inc., a Minnesota corporation, with their principal offices located at 11906 Hwy. 14 E., St. Charles, Minnesota, 55972, hereinafter referred to as "SEMA", and Grand Meadow Properties, LLC, a Minnesota limited liability company, with their principal offices located at 11555 Hwy 60 Blvd., hereinafter referred to as "Grand Meadow Properties". Each of the foregoing may be referred to as a "Party" and collectively "the Parties".

WHEREAS, Mower did enter into a Contract for Tax Abatement with Grand Meadow Properties and its President, Thomas Wozney on the 12th day of June, 2018 which Contract for Tax Abatement is incorporated herein by reference as though fully set forth, and

WHEREAS, Grand Meadow entered into a Tax Abatement Agreement with SEMA Equipment, Inc., a Minnesota corporation, as developer on or about the 1st day of August, 2018, which Tax Abatement Agreement is incorporated herein by reference as if fully set forth, and

WHEREAS, the Tax Abatement Agreement and the Contract for Tax Abatement did grant to SEMA and Grand Meadow Properties real estate tax abatements for the purpose of incentivizing SEMA and Grand Meadow Properties, to construct and operate a John Deere Dealership comprised of land and buildings in Grand Meadow and to employ 40 or more workers at the new location, and

WHEREAS, SEMA and Grand Meadow Properties are currently in full performance of their obligations under said Tax Abatement Agreement and Contract for Tax Abatement, and

WHEREAS, Ag Power wishes to acquire the land and building from Grand Meadow Properties and SEMA, together with the tax abatements granted and to be granted by Mower and Grand Meadow, and

WHEREAS, Grand Meadow Properties and SEMA wish to sell the land and building to Ag Power and assign all of their rights and responsibilities under the Tax Abatement Agreement and the Contract for Tax Abatement, and

WHEREAS, these acquisitions by Ag Power are conditioned upon Mower and Grand Meadow's approval and consent to the Assignment by SEMA and Grand Meadow Properties to Ag Power Inc., of their benefits and obligations under the Tax Abatement Agreement and Contract for Tax Abatement, and

WHEREAS, Mower and Grand Meadow are willing to consent to, permit and allow such assignment of obligations and benefits and to continue granting the agreed upon tax abatements conditioned upon satisfactory performance of the contractual obligations by Ag Power.

NOW THEREFORE, the parties in consideration of the covenants and promises contained in the original "Contract for Tax Abatement" by and between Mower and Grand Meadow Properties, LLC and further in consideration of covenants and promises contained in the "Tax Abatement Agreement by and between Grand Meadow and SEMA and further in consideration of the covenants and promises set forth in this Assignment do all hereby agree as follows:

1. The recitals hereinabove set forth are hereby made a part of this agreement.

2. Grand Meadow Properties and SEMA hereby assign to Ag Power all of their right, title and interest in the Contract for Tax Abatement and the Tax Abatement Agreement, together with all of the rights, benefits and obligations therein.

3. Ag Power accepts said assignment and agrees to perform all of the obligations required by the Tax Abatement Agreement and Contract for Tax Abatement.

4. Grand Meadow and Mower hereby consent to the assignment by Grand Meadow Properties and SEMA of the rights and benefits to Ag Power and hereby approve continuation of the tax abatements authorized by the Tax Abatement Agreement and the Contract for Tax Abatement which shall continue so long as Ag Power performs all of the obligations currently required of SEMA and Grand Meadow Properties under the Contract for Tax Abatement and the Tax Abatement Agreement.

IN WITNESS WHEREOF, all parties have set their hands and seals on the dates indicated.

ASSIGNORS:

SEMA EQUIPMENT, INC.

Dated:_____ _____
By: Thomas Wozney, Its Chief Executive Officer

GRAND MEADOW PROPERTIES, LLC.

Dated:_____ _____
By: Thomas Wozney, Its President

AG POWER REAL ESTATE, LLC

Dated:_____ _____
By: Ben Swenson
Its Secretary

MINNESOTA AG POWER, INC.

Dated:_____ _____
By: Ben Swenson
Its Vice President

COUNTY OF MOWER

Dated:_____

_____

By:_____

Its Chair of the County Board of Commissioners

_____

And By:_____

Its County Coordinator

CITY OF GRAND MEADOW

_____

Dated:_____

By: Sandra Fenton

Its Mayor

Dated:_____

_____

And By: Christine Hyrkas

Its Clerk/Treasurer

This instrument was drafted by:

Gavin, Janssen, Stabenow & Moldan, Ltd.
1017 Hennepin Ave N
Glencoe, MN 55336