GRAND MEADOW COUNCIL MEETING AGENDA
FEBRUARY 14, 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 - January regular meeting
    C. Approve General Fund bills $404,047.61

3. REPORTS
    A. Library – provided
    B. Ambulance - provided
    C. Maintenance
    D. Police – provided
        i. Jurisdiction
    E. Fire – provided
        i. Rural Fire Association Executive Board meeting
    F. City Administrator
    G. Clerk

4. OLD BUSINESS
    A. Sewer Project
        i. Preliminary Engineering Report
        ii. Resolution Accepting Report and Calling for Hearing on Improvement
        iii. Updated project schedules
    B. Purchasing Policy – 4th reading
    C. Employment Policy
        i. Start dart for vacation
    D. Donation of Pine Lawn to DNR
    E. Smith & Schaffer – billing
    F. Windmills
        i. Brad Skifter – requested to be placed on agenda
    G. Water tower lease
    H. Approval of Committee Assignments
        i. Library
        ii. Fire
        iii. Ambulance
        iv. Police
        v. Public Works
        vi. EDA
        vii. Mayor Pro Tem

5. NEW BUSINESS
    A. Community Education
        i. $3,000 funding
        ii. Ball field lights

6. RESOLUTIONS
    A. Housing and Local Decision-Making Authority
    B. State-Funded Library Construction Grant

7. 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.

8. ADJOURN

Grand Meadow Council Meeting
January 10, 2022 @ 6:00pm
Grand Meadow Community Center

Present: Sandy Fenton, James Christian, Tony Warmka, Kim Hill, Scott Kerrins, Chris Hyrkas, Tom Bleifus, Sarah Burmeister, Tiffany Gronvold
Absent: Ryan Queensland, GMPD, GMFD

CALL TO ORDER – The monthly meeting of the Grand Meadow City Council was called to order at 6:06 p.m. followed by the Pledge of Allegiance.

CONSENT AGENDA – The City Administrator requested New City Signs be added to the agenda as Item 4. and renumbering all items thereafter. Motion by T. Warmka, second by K. Hill to approve the consent agenda. Motion carried.

REPORTS

A. Library

S. Burmeister presented end of year totals for 2021, which were under budget.

B. Ambulance

Written report submitted.

C. Maintenance

Snow removal has been easy thus far with a few equipment repairs. There was a complaint posted on Facebook regarding a garbage can getting knocked over while plowing.

D. Police

Written report submitted. K. Hill asked what area does the department's jurisdiction cover. What does the mutual aid agreement entail and what area does it cover? City Administrator will research and report back.

E. Fire

Written report submitted

F. City Administrator

i. Community Center rental contract

Motion by K. Hill, second by J. Christian to approve the contract as written. Motion carried.

ii. Purchasing Policy

Motion by J. Christian, second by T. Warmka to approve the policy as written. Motion carried.

iii. Personnel Policy

Council reviewed current policy contents and model policy contents from the League of Minnesota Cities and directed City Administrator to address FMLA in the current policy.

iv. Donation of Pine Lawn to DNR

A program exists to sell or assign property to the DNR. Council directed City Administrator to look into it.

v. Assignment of tax abatement

Council reviewed the assignment provided by SEMA to transfer the abatement to Ag Power. Motion by T. Warmka, seconded by K. Hill to approve the assignment. Motion carried.

vi. Remote meetings

Two companies have completed site visits and are awaiting their bids. Council wants to move forward with having the equipment to complete meetings remotely. J. Christian suggested using unclaimed funds received from the American Rescue Plan.

vii. Windmills

City Administrator spoke with River Cap who is handling the recycling of the windmills located in the Industrial Park. There are two other sites ahead of Grand Meadow and a realistic expectation is for them to be gone at the end of July 2022.

viii. Columbus/Thanksgiving Holiday

Discussion took place on observing Columbus Day or the day after Thanksgiving as a holiday. Motion by K. Hill, seconded by J. Christian to consider it a floating holiday with each City Employee being allowed to choose either as a holiday, but not both. Motion carried. City Administrator will update the Personnel Policy with this change.

NEW CITY SIGNS – Easement agreements have been signed and recorded. The city now needs to determine the installation to include retaining walls, décor, greenery, etc. and who will maintain them. Motion by T. Warmka, second by J. Christian to table until next month. Motion carried.

APPROVAL OF COMMITTEE ASSIGNMENTS – Motion by T. Warmka, second by K. Hill to table until next month. Motion carried.

OPEN FORUM – T. Warmka questioned how we are billed/pay Smith & Shaffer. Is it fees for service or a contracted amount? City Administrator will research and report back.
T. Warmka questioned if we have looked at different accounting software. City Administrator has looked at different software that is less expensive and is a better fit for a municipality of our

size, but this was not allocated in the 2022 budget. T. Warmka suggested this would be a good time to switch.
T. Warmka questioned if a department's entire budget is not used how does the software account for it the following year. After lengthy discussion regarding capital funds and cash reserves, it was decided that unspent funds will be accounted as Cash Reserves and funds being allocated on annual basis for a future purchase as Capital Expenditures.

Adjourn – Motion by K. Hill, seconded by J. Christian to adjourn the meeting. Motion carried. The time was 7:57 p.m.

Claims

Check #	Check Type	Vendor/Employee/Payee Number/Name	Check Amount	Period	Date Issued	Notes
31737	SC	1331 Grand Meadow Business Center	5000.00	1/22	01/19/22	
31738	SC	569 MN POLLUTION CONTROL AGENCY	23.00	1/22	01/19/22	
31739	SC	569 MN POLLUTION CONTROL AGENCY	1240.00	1/22	01/19/22	
32454	SC	346 ARVIG	738.32	1/22	01/04/22	
32455	SC	54 BAKER & TAYLOR JA Major's	46.89	1/22	01/04/22	
32456	SC	1206 CORE & MAIN, LP	1142.45	1/22	01/04/22	
32457	SC	1067 EO JOHNSON BUSINESS TECHNOLOGIES	47.00	1/22	01/04/22	
32458	SC	982 GALE/CENGAGE LEARNING	217.03	1/22	01/04/22	
32459	SC	401 J & S REPAIR, INC.	8590.00	1/22	01/04/22	
32460	SC	403 JUNIOR LIBRARY GUILD	711.60	1/22	01/04/22	
32462	SC	503 MIDWEST TAPE	56.72	1/22	01/04/22	
32463	SC	718 SCHWAAB, INC.	46.25	1/22	01/04/22	
32464	SC	636 THE PENWORTHY CO.	272.77	1/22	01/04/22	
32465	SC	78 TOM BLEIFUS	138.85	1/22	01/04/22	
32467	SC	1153 ANCOM TECHNICAL CENTER	6697.90	1/22	01/07/22	
32468	SC	37 ARAMARK	37.12	1/22	01/07/22	
32469	SC	346 ARVIG	195.21	1/22	01/07/22	
32470	SC	59 BAUDOIN OIL COMPANY	863.02	1/22	01/07/22	
32471	SC	62 BCA/TRAINING & DEVELOPMENT	150.00	1/22	01/07/22	
32472	SC	1094 BOLTON & MENK, INC	25650.50	1/22	01/07/22	
32473	SC	1190 CARDMEMBER SERVICES	5339.74	1/22	01/07/22	
32474	SC	1210 Chris Hyrkas	294.72	1/22	01/07/22	
32475	SC	183 DAVID DROWN & ASSOCIATES INC.	250.00	1/22	01/07/22	
32476	SC	1240 DRIESSEN WATER INC.	22.40	1/22	01/07/22	
32477	SC	236 EVANS PRINTING & PUBLISHING	25.00	1/22	01/07/22	
32478	SC	1109 FREEBORN-MOWER COOPERATIVE SERVIC	3863.58	1/22	01/07/22	
32479	SC	313 GOPHER STATE ONE CALL	4.05	1/22	01/07/22	
32480	SC	489 GRAND MEADOW MARKET	185.13	1/22	01/07/22	
32481	SC	320 HACH COMPANY	94.34	1/22	01/07/22	
32482	SC	503 MIDWEST TAPE	71.97	1/22	01/07/22	
32483	SC	579 MINNESOTA VALLEY TESTING LABS	156.74	1/22	01/07/22	
32484	SC	519 MISSISSIPPI WELDERS SUPPLY CO.	19.53	1/22	01/07/22	
32485	SC	566 MOWER COUNTY AUDITOR-TREASURER	200.00	1/22	01/07/22	
32486	SC	583 NAPA AUTO PARTS	101.84	1/22	01/07/22	
32487	SC	543 NCPERS - MINNESOTA	96.00	1/22	01/07/22	
32489	SC	696 ROCHESTER TELECOM SYSTEMS,INC.	18.26	1/22	01/07/22	
32490	SC	1082 SEMA EQUIPMENT	45.50	1/22	01/07/22	
32491	SC	1183 US BANK EQUIPMENT FINANCE	208.21	1/22	01/07/22	
32492	SC	861 VERIZON WIRELESS	80.04	1/22	01/07/22	
32493	SC	876 WASTE MANAGEMENT	517.68	1/22	01/07/22	
32494	SC	556 MOWER COUNTY RECORDER	46.00	1/22	01/07/22	
32498	SC	154 COMMUNITY UTILITY	1853.43	1/22	01/14/22	
32499	SC	520 MN DNR ECOLOGICAL AND WATER RESOU	216.50	1/22	01/14/22	
32500	SC	569 MN POLLUTION CONTROL AGENCY	1263.00	1/22	01/14/22	
32948	SC	837 ACE HARDWARE	98.83	1/22	01/25/22	
32949	SC	37 ARAMARK	37.12	1/22	01/25/22	
32950	SC	346 ARVIG	211.35	1/22	01/25/22	
32951	SC	59 BAUDOIN OIL COMPANY	895.18	1/22	01/25/22	

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)

Claims

Check #	Check Type	Vendor/Employee/Payee Number/Name	Check Amount	Period	Date Issued	Notes
32952	SC	154 COMMUNITY UTILITY	156.40	1/22	01/25/22	
32953	SC	1240 DRIESSEN WATER INC.	28.34	1/22	01/25/22	
32954	SC	236 EVANS PRINTING & PUBLISHING	39.00	1/22	01/25/22	
32955	SC	313 GOPHER STATE ONE CALL	50.00	1/22	01/25/22	
32956	SC	328 HAWKINS, INC	4160.28	1/22	01/25/22	
32957	SC	352 HOUSE CHEVROLET	1162.69	1/22	01/25/22	
32958	SC	453 LEAGUE MN. CITIES INS. TRUST	450.00	1/22	01/25/22	
32959	SC	503 MIDWEST TAPE	138.71	1/22	01/25/22	
32960	SC	579 MINNESOTA VALLEY TESTING LABS	46.00	1/22	01/25/22	
32961	SC	583 NAPA AUTO PARTS	33.84	1/22	01/25/22	
32962	SC	598 NORTHLAND TRUST SERVICES, INC.	186995.00	1/22	01/25/22	
32963	SC	1018 NORTHVIEW BANK	97184.75	1/22	01/25/22	
32964	SC	618 ON-SITE COMPUTERS	49.34	1/22	01/25/22	
32965	SC	725 SOUTHEASTERN LIBRARIES COOP	3331.59	1/22	01/25/22	
32966	SC	1147 Truckin' America of Rochester	425.00	1/22	01/25/22	
32967	SC	1183 US BANK EQUIPMENT FINANCE	224.76	1/22	01/25/22	
32968	SC	861 VERIZON WIRELESS	205.24	1/22	01/25/22	
32969	SC	876 WASTE MANAGEMENT	608.47	1/22	01/25/22	

Claims Total # of Checks: 66 Total: 363370.18

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)

Payroll

Check #	Check Type	Vendor/Employee/Payee Number/Name		Check Amount	Period	Date Issued	Notes
-83841	P	5	THOMAS N. BLEIFUS	1875.39	1/22	01/14/22	
-83840	P	8	LORI A. BROGAN	534.32	1/22	01/14/22	
-83839	P	105	SARAH BURMEISTER	1117.45	1/22	01/14/22	
-83838	P	134	Kylie L. Fenton-Musel	61.42	1/22	01/14/22	
-83837	P	96	MELODY A GILBERTSON	150.24	1/22	01/14/22	
-83836	P	106	CHRISTINE HYRKAS	1210.37	1/22	01/14/22	
-83835	P	127	Debra Hershberger	473.03	1/22	01/14/22	
-83834	P	82	SCOTT KERRINS	1860.13	1/22	01/14/22	
-83833	P	131	Nicholas G Krebsbach	1396.12	1/22	01/14/22	
-83832	P	111	LYNNEA OLSON	37.77	1/22	01/14/22	
-83831	P	27	JAMES W. RICHARDSON	1922.32	1/22	01/14/22	
-83830	P	91	CAMERON J TURNER	1294.17	1/22	01/14/22	
-83829	P	102	ROBERT WORLTON	137.36	1/22	01/14/22	
-83828	P	133	Jeanne M. Wright	117.74	1/22	01/14/22	
-83827	P	FIT	EFTPS	3757.70	1/22	01/14/22	
-83826	P	MINNESOTA SIT	MINNESOTA REVENUE	927.00	1/22	01/14/22	
-83825	P	PERA	PERA	3014.62	1/22	01/14/22	
-83824	P	5	THOMAS N. BLEIFUS	2040.63	1/22	01/28/22	
-83823	P	8	LORI A. BROGAN	392.45	1/22	01/28/22	
-83822	P	105	SARAH BURMEISTER	1098.86	1/22	01/28/22	
-83821	P	128	Susan K Baldus	86.34	1/22	01/28/22	
-83820	P	134	Kylie L. Fenton-Musel	54.40	1/22	01/28/22	
-83819	P	106	CHRISTINE HYRKAS	1210.37	1/22	01/28/22	
-83818	P	127	Debra Hershberger	510.53	1/22	01/28/22	
-83817	P	129	Paul E Johnson	288.52	1/22	01/28/22	
-83816	P	82	SCOTT KERRINS	1860.13	1/22	01/28/22	
-83815	P	131	Nicholas G Krebsbach	1448.90	1/22	01/28/22	
-83814	P	137	DOMONIC S. MERKEL	265.96	1/22	01/28/22	
-83813	P	111	LYNNEA OLSON	120.40	1/22	01/28/22	
-83812	P	27	JAMES W. RICHARDSON	1922.32	1/22	01/28/22	
-83811	P	91	CAMERON J TURNER	1470.63	1/22	01/28/22	
-83810	P	FIT	EFTPS	3996.46	1/22	01/28/22	
-83809	P	MINNESOTA SIT	MINNESOTA REVENUE	931.00	1/22	01/28/22	
-83808	P	PERA	PERA	3092.38	1/22	01/28/22	

Payroll Total # of Checks: 34 Total: 40677.43

Grand Total # of Checks: 100 Total: 404047.61

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)

Grand Meadow Council Update from the GMPL. February 2022.

The Library Board met on Thursday, February 3, 2022 at 6pm via Zoom.

During this meeting, we reviewed the inclement weather policy. Sarah will be reaching out to area libraries to see if our policy is similar to theirs.

Our adult reading program will be "Blind Date with a Book" for February.

The library applied for a $500 mini grant from SELCO to help update our juvenile non-fiction.

Sarah will be meeting with Donovan from SELCO to determine our future technology needs. Our contract for computers will expire December 2022.

Sarah took a continuing education course on patrons with memory issues. This was a free course offered by SELCO.

The Library is celebrating our 20th anniversary in our current building in May 2022. We are hosting an open house party from 10-1pm on May 14, 2022. We'll be contacting area newspapers for publicity.

Deb Hershberger will be contacting her relatives to get quotes on new shelving for the children's area.

Our Summer reading program is getting finalized: THEME: Oceans of Possibilities

Wednesday, June 8: We'll be making and eating tuna sandwiches (we're including a cutie or banana and Gatorade for nutrition reasons). ***This is our Summer Reading Kickoff.***

Wednesday, June 15: The International Owl Center from Houston will be bringing Birds of Prey.

Thursday, June 23: ***Meadow Fest*** activities: Scavenger Hunt for kids, books sale, quilt sale, Family fun night

Wednesday, July 13: We're making our own Stuffed animals (Marine life theme)

Wednesday, July 20: Tom Pederson from Lake City will be giving us a presentation on reptiles: He'll be bringing snakes, turtles, etc… Tom is a science professor at Winona State.

Wednesday, July 27: Jen Anfinson will once again be making Take & Make kits for our kids.

Wednesday, August 3: All reports and reading logs are due. Prizes will be given to all participants.

Agenda 3.B.

City Council Meeting – February 14th, 2022 6pm

Grand Meadow Ambulance – January 2022

Total Calls: 24

St. Mary's – 17

- 1 of these calls was an ALS

Austin Medical Center – 3

No Transports – 4

February 14 – Deadline for the Part-time Interim Director Position

February 15 – Next Board meeting to go Applicants/Resumes

Grand Meadow Police Department

January 2022 Report

Vehicle Information

	Total Miles	Miles this Month
Car	45227	0
SUV	46783	1450
	Total	1450

Community

Formal Written Complaints: 0
Verbal Complaints: 1, Parking
Property Checks: 2

Traffic

Citations: 3 **Accidents:** 0 **Warnings:** 7

Assists

Public: 33
Ambulance: 7
Criminal Complaints: 0
Follow-up Investigations: 11
County: 7
Fire: 3
Note: 3-welfare checks, 2-Suspicous activity, 1-Juvenile complaint ,2- verbal domestic, 1 parking complaint
Training: Autism Disorder

GMPD Updates/Comments: Has been very cold out so parents make sure kids are bringing coats to school with them. Keep calling in suspicious activities, we can use the extra eyes out there. Lock vehicles, garages and your house when you are not around. We will start to get warm spells and with that we will have melting snow that will turn to ice at night. Salt those steps!!!

Please drive with care and buckle up!

Your Chief

GMPD

' 31.03 DUTIES OF POLICE.

Members of the Police Department are authorized to enforce the laws applicable to the city, bring violators before the court, and make complaints for offenses coming to their knowledge. Members of the Police Department are authorized to serve processes on behalf of the city and shall serve those notices as may be required

2004 Supp.

by the City Council or other authority. When the city is not a party to the proceedings involved in the process or notice, the officer shall collect the same fees as provided by law. All fees shall be paid into the city treasury.

629.40 ALLOWING ARRESTS ANYWHERE IN STATE.

Subdivision 1. **Definition.** In this section "peace officer" has the meaning given it in section 626.84, subdivision 1, paragraph (c).

Subd. 2. **Out of jurisdiction arrests.** In any case in which a person licensed under section 626.84, subdivision 1, may by law, either with or without a warrant, arrest a person for a criminal offense committed within the jurisdiction of the officer, and the person to be arrested escapes from or is out of the county, statutory or home rule charter city, or town, the officer may pursue and apprehend the person to be arrested anywhere in this state.

Subd. 3. **Authority for arrests outside jurisdiction.** When a person licensed under section 626.84, subdivision 1, in obedience to the order of a court or in the course and scope of employment or in fresh pursuit as provided in subdivision 2, is outside of the person's jurisdiction, the person is serving in the regular line of duty as fully as though the service was within the person's jurisdiction.

Subd. 4. **Off-duty arrests outside jurisdiction.** A peace officer, as defined in section 626.84, subdivision 1, paragraph (c), who is off duty and outside of the jurisdiction of the appointing authority but within this state may act pursuant to section 629.34 when and only when confronted with circumstances that would permit the use of deadly force under section 609.066. Nothing in this subdivision limits an officer's authority to arrest as a private person. Nothing in this subdivision shall be construed to restrict the authority of a political subdivision to limit the exercise of the power and authority conferred on its peace officers by this subdivision.

Subd. 5. [Repealed, 1993 c 326 art 7 s 22]

History: *(10575-1) 1927 c 256 s 1; 1955 c 252 s 1; 1973 c 123 art 5 s 7; 1985 c 84 s 5; 1985 c 265 art 10 s 1; art 12 s 1; 1987 c 83 s 2*

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

Monthly Meeting ***Tuesday February 1st, 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 $ 10,220.41
Ending balance $ 10,233.96

CALLS: January - 9

01/04 - CO leak	2 responders	01/21 – Fire alarm/broken pipe	6 responders
01/09 - Car Fire - Cancelled	12 responders	01/26 - Medical	1 responders
01/09 - Medical	2 responders	01/26 - Vehicle fire	13 responders
01/10 - Medical	2 responders	01/26 - MVA w/injuries	18 responders
01/18 - Fire alarm	8 responders		

RELIEF REPORT:	Checking balance	$ 4,049.98	unchanged
	Invesco	$ 157,963.76	down $19,965.17
	State	$ 666,936.13	down $51,432.54

TRAINING: February 2nd - 6:30 PM - Addressing and HazMat
February 9th - 6:30 PM – Addressing and HazMat
February 16th - 6:30 PM – First responder training. Cardiac arrest

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

Old Business:

Radios – New pagers are in and programmed. Joe will work on getting handheld radios updated and analyzed.

Danceless dance committee – Letter is near completion and will be ready for mailing very soon.

Hat committee update – product is ordered but is delayed.

Call attendance – try to make every effort to respond to pages and respond appropriately.

Binders/Monthly checks – we will be adding a book for hall and building cleaning. This will include cleaning and stocking bathrooms, kitchen and vacuuming etc.

New Business –

EMR guidelines will be updated. Please refresh your electronic apps to have the newest information.

Over the course of the next few months, we will be setting up pre-plans for businesses in town. We will implement this in teams of two and get into the businesses and each team will report back to the department with their findings. Members of the department will be reaching out to business owners requesting access and information.

Scott Wilson made a motion, second by Eddie Bleifus to adjourn. Meeting adjourned at 7:34 PM

Dan Geier
Secretary

Agenda 3.E.i.

Executive Board Meeting of the Grand Meadow Rural Fire Association
February 8, 2021

The meeting was called to order at 7:00 p.m. by Chairman, Robert Kuhlman at the EMS Building. The minutes were read and approved; the financial report was read and approved.

Fire Chief, Travis Warmka, discussed the levies for 2022. The truck fund is going to be recommended at $64,750 and the maintenance levy will be recommended at $26,250. A motion was made, seconded and passed to recommend those levy amounts to the association.

Fire Department reported 101 calls including Deer Creek Speedway for the year.

There have been three Cov-id 19 positive tests at this time. About half of the department has been vaccinated.

Discussion of possible brush truck trade that may not happen this year, but probably would be a diesel engine when it does happen.

The new tanker is still on its way to us. Delivery date is unsure.

There is a plan being talked about for additional firemen from other departments that work in Grand Meadow to respond with our firemen for additional daytime manpower.

Annual meeting was set for March 15, 2021, 7:00 p.m. at the EMS Building.

A motion was made, seconded and passed to adjourn the meeting at 7:30 p.m.

New Proposed Maintenance #27,050.00
Truck Fund #66,700.00

Secretary, Jim Davis

Mt. Fund = 58,645.81 2-8-21
Truck Fund = 70,125.84 2-8-21

Mt. Fund 39,193.38 1-31-22
Truck Fund - 54,220.75 1-31-22

Grand Meadow Fire & Rescue

200 2nd St SE, P.O. Box 511

Grand Meadow, MN 55936

507-754-7003

February 1st, 2022

Dear Friends of the Grand Meadow Fire Department

We would like to start by thanking the people of the community for all their support throughout the years. We hope that everyone had a good 2021 and start to 2022. Because of your support over the years, the Department has had a lot of good things happening.

In 2021 we responded to a total of 99 calls. We had 15 fire calls, 29 first responder calls, 20 other Rescue/EMS calls, 15 public service, 2 Sky Warn/Storm damage assessment calls, 4 hazardous condition calls, 2 false alarms & 12 good intent calls.

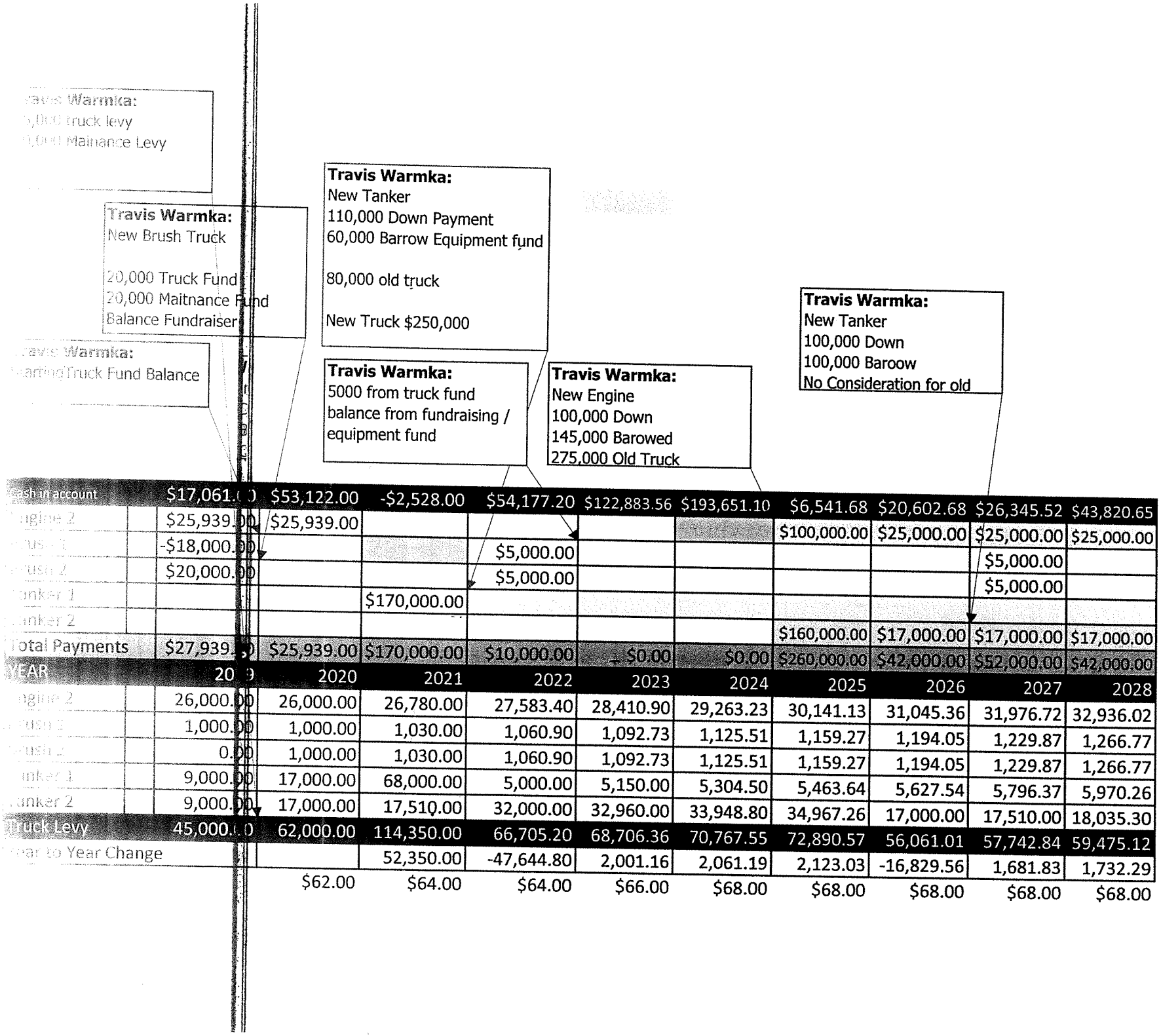
We added four new members to our roster in 2021. Caden Fruth, Logan Stickrod, Tommy Oehlke and Karsen Ulwelling joined the department. With their membership, the Grand Meadow Fire Department is now again sitting with a full team of 25 members.

The department had a great year with grants. The largest was a $5,000 grant from People's Co-op Power that helped us upgrade the department's pagers. Compeer funded $3,000 for a new ventilation fan, the DNR helped fund new nozzles with a grant amount of $1253 and Freeborn Mower Co-op funded $1,200 for two new Sthil backpack blower/misters. In total, we received $10,453.00 in grant money which helps lighten the load to the taxpayers of the community.

After navigating through 2020, the department started to slowly regain a sense of normalcy. While we, and many in the community, are still affected by the Covid-19 pandemic, we did again enjoy some of the yearly activities in 2021 that we have appreciated in the past. In June, the events of Meadowfest filled the streets of downtown Grand Meadow. In October we were able to help educate the area youth in fire prevention and, in November, we assisted with the GMEF fundraiser. In addition, as noted above, our call volume and types of calls we responded to, returned to a more typical level. Through the response to these calls, the department has realized some areas where we could use some additional equipment and tools to make our jobs easier and our community safer. Mower County has deemed the Grand Meadow Emergency Services building as a public shelter and area of refuge to be used for varying events during a public crisis. Because of this, the department would like to add a standby generator to power the building during events where electricity may not be available from the grid. In addition, the department is also looking to add some advanced auto extrication tools to aid us on auto accidents in order to efficiently and safely help the occupants of the vehicles and get them the assistance they need.

Again, the department wants to thank the members of the community for all of your continued support year after year. At this time, we would like to take this opportunity to ask for a monetary donation. Any amount is greatly appreciated. You will find an envelope enclosed.

GMFD



Cash in account	$17,061.00	$53,122.00	-$2,528.00	$54,177.20	$122,883.56	$193,651.10	$6,541.68	$20,602.68	$26,345.52	$43,820.65
Engine 2	$25,939.00	$25,939.00					$100,000.00	$25,000.00	$25,000.00	$25,000.00
Brush 1	-$18,000.00			$5,000.00					$5,000.00	
Brush 2	$20,000.00			$5,000.00					$5,000.00	
Tanker 1			$170,000.00							
Tanker 2							$160,000.00	$17,000.00	$17,000.00	$17,000.00
Total Payments	$27,939.00	$25,939.00	$170,000.00	$10,000.00	$0.00	$0.00	$260,000.00	$42,000.00	$52,000.00	$42,000.00
YEAR	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Engine 2	26,000.00	26,000.00	26,780.00	27,583.40	28,410.90	29,263.23	30,141.13	31,045.36	31,976.72	32,936.02
Brush 1	1,000.00	1,000.00	1,030.00	1,060.90	1,092.73	1,125.51	1,159.27	1,194.05	1,229.87	1,266.77
Brush 2	0.00	1,000.00	1,030.00	1,060.90	1,092.73	1,125.51	1,159.27	1,194.05	1,229.87	1,266.77
Tanker 1	9,000.00	17,000.00	68,000.00	5,000.00	5,150.00	5,304.50	5,463.64	5,627.54	5,796.37	5,970.26
Tanker 2	9,000.00	17,000.00	17,510.00	32,000.00	32,960.00	33,948.80	34,967.26	17,000.00	17,510.00	18,035.30
Truck Levy	45,000.00	62,000.00	114,350.00	66,705.20	68,706.36	70,767.55	72,890.57	56,061.01	57,742.84	59,475.12
Year to Year Change			52,350.00	-47,644.80	2,001.16	2,061.19	2,123.03	-16,829.56	1,681.83	1,732.29
		$62.00	$64.00	$64.00	$66.00	$68.00	$68.00	$68.00	$68.00	$68.00

City of Grand Meadow
State of Minnesota

RESOLUTION # 2022-001

RESOLUTION RECEIVING FEASIBILITY REPORT AND CALLING HEARING ON IMPROVEMENT

WHEREAS, pursuant to motion of the council on December 13, 2021, a report has been prepared by Bolton & Menk, Inc. with reference to proposed 2022 Street & Utility Improvements project for the pavement, sanitary sewer, water, and storm sewer improvements of the following streets/areas:

Street/Area	From	To
2nd St SW	~100' S of 1st Ave SW	2nd Ave SW
1st St SW	~100' S of 1st Ave SW	South Terminus
Main St S	2nd Ave SW	South Terminus
2nd Ave SW	140' E of Stier Ln SW	Main St S
3rd Ave SW	1st St SW	Main St S
4th Ave SW	1st St SW	Main St S
Southern City Property (vacated R/W)	1st St SW	Main St S

and this report was received by the council on February 14th, 2022, and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The council will consider the improvement of such street in accordance with the report and the assessment of abutting or benefitting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of $5,242,000.

2. A public hearing shall be held on such proposed improvement on the 14th day of March, 2022, in the council chambers of the city hall at 6:00 p.m. and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

Adopted by the council this 14th day of February 2022.

_____
Mayor

Attest:

_____
Clerk

Proposed Schedule

2022 Street and Utility Improvement Project

City of Grand Meadow

H:\GRMEADOW_CI_MN\H19121164\0_2021 Street & Utility Improvements\A_Project Management\Schedule\[121164 2022 Street and Utility Improvement Project Schedule 2-10-2022.xls]Sheet 1 2/10/2022

Steps Required	Action Required By	Date		Comments
Resolution Ordering Preparation of Report	City Council	1/10/22		
Prepare Feasibility Report	City Engineer	1/14/22 - 2/14/22		
Resolution Receiving Report and Calling for Hearing on Improvement	City Council	2/14/22		
Published Notice of Hearing on Improvement	City Engineer, City Staff	3/3/22 and 3/10/22		Notice must be published twice, at least a week apart, with the last publication appearing at least 3 days prior to hearing.
Mailed Notice of Hearing on Improvement	City Engineer, City Staff	3/3/22		Notice must be mailed to each property owner in the proposed assessment area at least 10 days prior to hearing.
Neighborhood Informational Meeting	City Engineer, City Staff	3/10/22		
Improvement Hearing	City Council, City Engineer	3/14/22		
Resolution Ordering Improvement	City Council	3/14/22		Requires 4/5 vote of Council to pass since project is Council initiated.
Finalize Plans and Specifications	City Engineer	4/8/22		
Resolution Approving Plans and Specifications and Ordering Advertisement for Bids	City Council	4/11/22		
Advertise for Bids	City Engineer, City Staff	4/14/22		
Open Bids	City Engineer, City Staff	5/5/22		
Prepare Assessment Roll	City Engineer	5/5/22 - 5/9/22		
		Option 1	Option 2	
Resolution Awarding Contract (Option 2)			5/9/22	Can award project prior to assessments, if desired
Resolution Declaring Cost to Be Assessed and Ordering Preparation of Proposed Assessment	City Council	5/9/22	Same	
Resolution for Hearing on Proposed Assessment	City Council	5/9/22	Same	
Published Notice of Hearing on Proposed Assessment	City Engineer	5/26/22	Same	Published at least once, at least two weeks prior to hearing.
Mailed Notice of Hearing on Proposed Assessment	City Engineer	5/26/22	Same	Notice must be mailed at least two weeks prior to hearing.
Neighborhood Informational Meeting	City Engineer, City Staff	6/9/22	Same	
Assessment Hearing	City Council, City Engineer	6/13/22	Same	
Resolution Adopting Assessment	City Council	6/13/22	Same	
Resolution Awarding Contract (Option 1)	City Council	6/13/22		
Begin Construction	Contractor	July 2022	June 2022	1 month delay if awarding after assessment hearing
End Construction	Contractor	July 2024	Same	All construction except bituminous wearing course completed in initial year. Bituminous wearing course completed in following year.

Proposed Schedule

2022 Lift Station and Forcemain Project

City of Grand Meadow

H:\GRMEADOW_CI_MN\H19121164\0_2021 Street & Utility Improvements\A_Project Management\Schedule\[121164 2022 Lift Station and Forcemain Project Schedule 02-10-2022.xls]Sheet 1 2/10/2022

Steps Required	Action Required By	Date	Comments
City Council Authorization to bid project	City Council	12/13/21	
Advertise for Bids	City Engineer, City Staff	3/17/22	
Open Bids	City Engineer, City Staff	4/7/22	
Award Contract	City Council	4/11/22	
Begin Construction	Contractor	May - June 2022	Start Date Dependent on Funding
End Construction	Contractor	Fall 2022	

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 $10,000

Purchases estimated to exceed $1,000 but not to exceed $10,000 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 $1,000 and $10,000 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 $10,000 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 $10,000 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 meet 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).

Agenda 4.C.

Updated January 2022~~Approved April 2017~~

City of Grand Meadow Employment Policy

Table of Contents

Formatted: Indent: Left: 0.5", First line: 0.5"

Section 1 -

1.1 Purpose of this Handbook

This handbook has been created to establish a uniform and equitable system of personnel administration for the employees of the City of Grand Meadow. This policy is intended to be followed by all employees, full and part-time, and will be used by the Mayor and the city Council as a guideline for disciplinary action or dismissal. These policies supersede all previous personnel policies and agreements in their entirety.

1.2 Applicability

This policy handbook applies to all City employees, full and part-time. This policy handbook does not apply to the following:

-Elected Officials
-City Attorney
-City Engineer
-City Auditor
-Members of the City Boards/Commissions or Committees
-Consultants and other rendering professional services

1.3 At-Will Employment

Employees of the City of Grand Meadow are at-will. An at-will employment relationship can be terminated at any time, with or without reason or notice by either the employer or the employee. The policies and procedures in this document are not an employment contract and should not be interpreted as creating an employment contract.

Section 2 – Workplace Commitments

2.1 Equal Opportunity Employment

The City of Grand Meadow is an Equal Opportunity Employment employer. It is the policy of the City of Grand Meadow to provide equality in employment to all persons. This policy expressly prohibits discrimination because of race, color, creed, religion, national origin, sex,, marital status, sexual orientation, veteran status, status with regard to public assistance, disability or age except where there is a bona fide occupational qualification and all other characteristics or traits are protected by law. This policy applies to all phases of employment, including, but not limited to: hiring, discharging, or discriminating with respect to benefits or conditions of employment.

Whenever possible, the City of Grand Meadow, will make reasonable accommodations for qualified individuals with disabilities to the extent required by law. Employees who would like to request a reasonable accommodation should contact they Mayor.

This policy also applies to the use of all facilities and participation in all City-sponsored employee activities.
Employees have the right to seek redress in the event of discrimination.. It is the responsibility of the City Administrator to ensure implementation of this policy. An employee who fails to perform in a manner consistent with the affirmative action will be subject to disciplinary action.

2.2 Non-Harassment Policy /Non-Discrimination Policy

The City of Grand Meadow is committed to creating and maintaining a work place free of harassment and discrimination. Such harassment is a violation of Title VII of the Civil Rights Act of 1964 and the Minnesota Human Rights Act.

The City will not tolerate any employee or representative of the City who engages in the following:

1. Unlawful harassment sexual harassment
2. Permits employees under his/her supervision to engage in such harassment
3. Retaliates or permits retaliation against an employee, City representative, or member of the public seeking services or public accommodations who reports such harassment.

Sexual Harassment

Sexual harassment, as defined by Minnesota Statute 363A.03, subdivision 43, includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment, public accommodations or public services, education or housing;

2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, public accommodations, or public services, education or housing; or

3. That conduct or communication has the purpose or effect of substantially interfering with an individual's employment, public accommodations or public accommodations or public services, education or housing, or creating an intimidating, hostile, or offensive employment, public accommodations, public services, educational, or housing environment.

Addressing Harassment

Whenever possible an employee feeling subject to harassing behavior should discuss the situation with the individual engaged in the perceived harassing behavior. The perceived harasser should be told the conduct is unwelcome and must stop. If the situation cannot be resolved in this manner, then a complaint should be made following the reporting procedures below.

Reporting:

In order to maintain a harassment free work environment, it is essential that all instances of harassment be reported. Any person who believes he/she has been the ictim of harassment by an employee or representative of the City and any person with knowledge or belief of conduct which may constitute such harassment or bias toward an employee or representative MUST report the alleged conduct immediately. Harassment should be reported immediately to the City Council by contacting a member of the council, the Mayor, the city Clerk, or the persons Supervisor. If the complaint is against a City Council member, the employee may take the complaint to the Mayor or another City Council Member.

The reporting party or complainant shall clearly describe the conduct of harassment when making a report or complaint and identify the complaint as one of harassment under this policy. Employees making a report should document behavior they have witnessed. Documentation should include specifics about the behavior, direct quotes, if possible, patterns of abuse, names of witnesses, time and place of incidents. Nothing herein shall be construed as limiting, in any way, an employee's right to file a charge or any form with the Minnesota Department of Human Rights, the Federal Equal Employment Opportunity Commission, or an appropriate court.

Investigating a Complaint

An investigation will be conducted under the direction of the City Council.

The City may take immediate steps, at its discretion, to protect the complainant and other employees or members of the public pending completion of the investigation.

City Action

The City will take such action as appropriate based on the results of the investigation. The results of the City's investigation will be made known to the complainant, consistent with the requirement of the Minnesota Government Data Practices Act, Minnesota Statutes 13.01, et. Seq.

2.3 Drug-Free / Alcohol-Free Environment

The City of Grand Meadow is committed to health, well-being and safety of its employees and property. All employees have a responsibility to report to and be at work in a fit condition to perform. This policy has been established for the purpose of providing a safe workplace for all, and to comply with the Drug Free Workplace Act.

The use, possession, distribution, manufacture or sale of alcohol or illegal drugs anywhere at work, on city property, or in city vehicles while on city time is prohibited and considered a willful violation of city policy which can result in suspension or discharge. Drug and alcohol testing of both blood and/or urine may be conducted under the circumstances set forth below. The City will use Minnesota Rule 4740.1075 through 4740.1090 for minimum standards of alcohol and drug detection limits. Specifics:

1. Applicants. All acceptable candidates who have been offered employment for full-time position in areas where a physical is required will be required to undergo a drug test as part of the placement procedure. This test will only be used to detect alcohol, illegal drugs or their metabolites. We will notify the applicant of test results and subject to the provisions of #6 below, will withdraw an employment offer from anyone who tests positive.

2. Employees <u>may</u> be required to undergo drug and alcohol testing if there is reasonable cause for suspicion to believe that the employee is under the influence of drugs or alcohol, or the employee is suspected of:
    A. Violating written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol while working, while on city premises, or while operating city vehicles, machinery, or equipment. (Reasonable cause will exist when an employees appearance, behavior, speech, and/or body odors indicate drug/alcohol use, or the chronic and withdrawal effects of drugs/alcohol).
    B. Having sustained a personal injury requiring medical care, or has caused another employee to sustain an injury requiring medical care;
    C. Causing a work related accident or was operating or helping to operate equipment, machinery, or a vehicle involved in a work related accident.

3. An employee must notify his or her supervisor within five days of any arrest or conviction under criminal drug statute. If an employee has been convicted under any drug statute, he or she will be required to pursue the requirement in #4 below.

4. An employee may be required to undergo drug or alcohol testing if that employee has been referred by the City for chemical dependency treatment or evaluation and has been found to be chemically dependent. The employee may be required to undergo testing,

without prior notice, during the period of evaluation r treatment and for up to two years following completion of any prescribed chemical dependency treatment program.

5. Applicants and employees may refuse to submit to drug or alcohol testing; however, a refusal to submit to required testing may be grounds for immediate suspension or termination from employment. Offers of employment may be withdrawn from applicants and employees who refuse testing.

6. The City Council will receive the results of the drug and alcohol tests. Results of testing will be promptly reported in writing to the employee or applicant by the City. If test results are positive, the city will inform the employee or applicant in writing of his or her right to:
    A. Provide any additional information to the City within three working days upon receiving results of the tests, that could explain the positive test result
    B. Receive a copy of the test report.
    C. Retest the original sample at their own expense provided they inform the City within 5 working days after receiving notice of the positive test result he/she's intent to retest

7. A positive test result which has been confirmed indicating the presence of illegal drugs, alcohol, or non-prescribed drugs may result in termination, subject to the following:

    A. An employee who test positive for the first time will be given the opportunity to participate in, at the employee's own expense or pursuant to coverage under the employees benefit plan, a counseling or rehabilitation program.
    B. The employee may be discharged for any of the following reasons:
        1) The employee tested positive on a previous occasion in a work related incident; or
        2) The employee refuses to participate in a chemical dependency or rehabilitation program; or
        3) The employee fails to successfully complete chemical dependency counseling or a rehabilitation program; or
        4) In the discretion of the City Council (the employee is an at-will employee).

    Following a reasonable suspicion determination that leads to a reasonable suspicion drug and/or alcohol test, an employee may be placed on non-disciplinary suspension. Hourly employees will not be compensated for time missed from work if the test result is positive, altered, or substituted, but will be compensated if the test results are negative.

8. If an employee is called to work for an emergency and is suspected of being under the influence of drugs or alcohol, he or she will not be allowed to work, and will be sent home.

9. Results of tests and other information acquired in the drug and alcohol testing process will be treated as private and confidential information. The employee tested and the City Council will be told the results of testing. If a positive result is confirmed, the employees supervisor will be notified. Results will be disclosed to no one outside the City unless required by law or unless release of information is requesting in writing by the employee.

10. Any person employed by the City who, as part of his or her job, operates a commercial motor vehicle (CMV) and holds a Commercial Drivers License (CDL) whose CDL is cancelled, revoked or suspended for any time frame greater than sixty (60) days,, within one (1) year may be terminated or reduced in pay or grade in his or her employment with the City of Grand Meadow.

Section 3 – City Policy and Procedure

3.1 Professional Conduct

The City Council of Grand Meadow requires all elected officers, board and commission members and employees of the City to adhere to the following code of conduct and ethics. The purpose of this policy is to establish standards for all such persons by setting forth actions which are incompatible with the best interest of the City, its residents or in conflict with laws

A) Falsification of Records

No person shall knowingly make any statement, certificate, mark, rating, or report in regard to any test, certificate, or appointment elf or made under the City personnel system that is false. No person shall commit or attempt to commit any fraud preventing the impartial execution of the provisions of these policies. False statements made on an application for employment may be considered grounds for termination.

B) Disclosure of Confidential Information

No official or employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of the City, or use such information to advance the financial or other private interest of the officer or employee or agents or associates of the officer or employee.

No official or employee who has custody of or access to any personnel files or other information which may be considered confidential by Minnesota Law shall use or release such information without proper authority.

C) Claims Against the City
Employees contacted by outside parties regarding action or claims against the City shall refer such contacts to the City Council. No responsibility for claims against the City or its employees shall be accepted or admitted by City employees.

3.2 Data Practices
Employee records are maintained in a location designated by the City Council. The City clerk shall be custodian of all records.

Personnel data is kept in personnel files, finance files and benefit files. Information is used to administer employee salary and benefit programs, process payroll, complete state and federal reports, document employee performance, etc.

Employees have the right to know what data is retained, where it is kept and how it is used. All employee data will be received, retained and disseminated according to the Minnesota Government Data Practices Act and Minnesota State Statutes.

3.3 News Releases
Formal news releases concerning municipal affairs are the responsibility of the Mayor and City Council. No City employee is authorized to speak on behalf of the City without prior authorization from the Mayor or City Council.

3.4 Indoor Clean Air Act –Smoking
Smoking within City buildings, offices and work sites is prohibited. Smoking in City vehicles is not permitted.

3.5 Hours of Operation
City Hall's regular hours of operation will be Monday – Thursday, from 7:30 am to 4:00 pm and Friday 7:30 am to 12:00 pm (except holidays as directed by the City Council).

3.6 Personal Appearance And Dress
Employees shall wear appropriate attire for their position and department. Most City jobs involve contact with the public and other employees. Dress, grooming, and hygiene standards which are compatible with a professional, business-like

atmosphere and which demonstrate respect for co-workers should be observed. A neat and presentable appearance is required at all times while on the job and representing the City of Grand Meadow.

Safety Apparel and Use

All employees (this included police and fire) that work in or near the roadway will wear reflective vests or reflective clothing while at the work site or emergency scene. Some situation involved with police and fire duties may restrict them from wearing reflective vests or clothing. Reflective vest will meet the ANSI 107-2004 standard.

A) Class 2 vest is required when posted speed limit is between 20 and 50 MPH
B) Class 3 vest is required when posted speed limit exceeds 50 MPH

Uniform Allowance

Should uniforms and safety apparel be required for a particular position, the employee shall receive a uniform allowance. The allowance will be set by the City Council and reviewed annually.

3.7 Pay Day

Employees will be paid, via direct deposit, ~~each Friday~~biweekly, with the pay period of ~~-~~Wednesday through Tuesday prior to the payday: including holidays, overtime, vacation days, sick days, and compensation set by the City Council.

3.8 Authorized Hours

The number of hours an employee was hired to work. Actual hours worked during any given pay period may be different than authorized hours, depending on workload demands or other factors, and upon approval of the employee's supervisor.

Section 4 – Employment Classification

4.1 Exempt Employee

Exempt employees are paid on a salary basis. This means that they receive a predetermined amount of pay each pay period and are not paid by the hour.

4.2 Full-time Employee

Employees who work thirty-five (35) or more hours per week year-round in an ongoing position are considered full-time employees.

4.3 Non-Exempt Employee

Employees who are covered by the Federal or State Fair Labor Standards Act. Such employees are eligible for overtime pay at 1.5 times their regular hourly rate

of pay wage or compensatory time for time worked over forty (40) hours in a week.

4.4 Part-time Employee

Employees who work less than thirty-five (35) hours per week year-round in an ongoing position are considered part-time employees.

4.5 Seasonal Employee

Employees who work only part of the year (185 days or less) to conduct seasonal work are seasonal employees. Seasonal employees may be assigned to work a full-time or part-time schedule.

4.6 Temporary Employee

Employees who work in temporary positions are temporary employees. Temporary employees are hired for jobs that have a defined start and end date or that are for the duration of a specific project. Temporary employees may be assigned to work a full-time or part-time schedule.

Section 5 – Salary & Wage

5.1 Setting of Salaries

Salaries and wages are set by the City Council at the discretion of the City Council.

5.2 Wage Increases

Wage increases will be reviewed after the training periods and annually. Wage increases will be approved by the City council on a discretionary basis, at any time.

Each employee, when hired, will be notified of the training period for that job.

During the training period, no wage increase will be considered unless an employee attains special licensing or special training for the job. Completion of special training or certification of licenses shall not mean an automatic wage increase.

The wage increase will take effect on the pay period designated by the City Council.

5.3 Overtime Pay for Non-Exempt Employees

Any non-exempt (non-salary) employee working over forty (40) hours in any one week period will be paid at the rate of one and one-half (1 ½) times that employee's hourly rate.

5.4 Compensatory Time for Exempt Employees

Exempt (Salaried) employees are not eligible for overtime pay, instead they will be allowed compensatory time. Compensatory time will accrue at the rate of one (1) hour of compensatory time for every hour over 40 hours per week. Compensatory time must be taken in the current or the consecutive quarter in which it is accrue and can only be taken outside this parameter by prior arrangement with the City Council or the Mayor.

5.5 Call Back Pay

Some employees, due to the nature of their position, may be required to be available for work upon short notice. Such employee, shall be compensated for the actual time spent completing the required task plus one hour. If such task, required less than one (1) hour to complete, the employee shall be compensated for a full one (1) hour time.

Section 6 – Benefits

6.1 Health Insurance

The City of Grand Meadow does not offer any type of health insurance for the purpose of insuring the employee and/or their family. Likewise, no compensatory benefit is offered to offset the cost of such benefit to the employee.

6.2 Life insurance

All Full-time employees of the City of Grand Meadow will be offered a life insurance policy at no cost to the employee at the time of hire in the amount f $10,000. It applies only to the full-time employee while they are employed by the City of Grand Meadow at a full-time status. The employee has the right to decline the life insurance policy. In the event the employee terminates full-time employment with the City of Grand Meadow or incurs an employment status change that results in a non-full-time status the policy will be discontinued. The policy will not be offered for continuation.

Section 7 – Leave Policies

7.1 Vacation Leave

Vacations are granted for the purpose of employee relaxation and recreation. Therefore, no employee shall be permitted to waive such vacation for the purpose of receiving double pay.

No vacation time shall be taken without advance approval of the Supervisor.

Exempt and Non-exempt Full-time employees are eligible for vacation after one full year of employment.
Two weeks (10 days/hours) after first year
After five years, employees receive three weeks (15 days/120 hours) of vacation.
After fifteen years, employee receive four weeks (20days/160 hours) of vacation.

Time cards shall be marked "vacation" on the day the employee elects to take vacation.

In accordance with the Federal Labor Standards Act (FLSA), vacation hours are not considered in calculating overtime hours.

Vacation leave is to be used between January 1st and December 31st of every year.

Vacation leave cannot be carried over from one year to the next without prior approval from the City Council. If carry over vacation is known to be an issue, it needs to be brought forward at the November City Council meeting for notification purposes to the City Council.

Senior employees will be given preference as to vacation scheduling.

Paid vacation is not available to temporary, seasonal or part-time employees.

Upon termination paid vacation will be paid out for Full-time employees based upon a pro-rated rate amount for the year based on months worked.

Changes in status from Full-time to Part-time will result in loss of vacation immediately upon status change. Amount of vacation used for the year will be pro-rated on months of service. Amount of vacation used above pro-rated amount will be owed back to the City of Grand Meadow.

7.2 Holiday Leave

The City of Grand Meadow observes the following official holidays for all employees:

January	New Year's Day
	Martin Luther King Jr. Day
February	President's Day
May	Memorial Day
July	Independence Day
September	Labor Day
*October	*Columbus Day
*November	Veteran's Day
	Thanksgiving Day
	*Day after Thanksgiving
December	Christmas Day

*At the discretion of each City employee, Columbus Day or the day after Thanksgiving (but not both) can be taken as a holiday.

Any hourly employee who works on the holiday will be paid at the rate of two times the regular hourly rate.

Salaried employees who work the holiday shall submit in writing the hours worked and shall be paid at the rate of two times the equivalent regular rate per hour of their standard pay rate. Salaried employees double time pay must be approved by City Council prior to working the holiday shift.

Holidays that fall on the weekend will be observed under the following guidelines: holiday that fall on a Saturday will be observed on the Friday before the holiday, holidays that fall on the Sunday will be observed on the Monday after the holiday.

Time cards need to be marked as holiday to receive pay for the holiday.

In accordance with FLSA, holiday hours are not considered in calculating overtime hours.

All full-time employees will receive eight (8) hours of holiday pay for each of the official holidays listed above.

7.3 Personal Leave

Depending on an employee's situation, more than one form of leave may apply during the same period of time. An employee will need to meet the requirements of each form of leave separately.

Personal Days

Personal days will be accumulated for all employees at the rate of one (1) day/eight (8) hours per quarter or four (4) days/ thirty-two (32) hours per year.
Personal days can be used for any reason at the employee's discretion.
Personal days cannot be carried over from one calendar year to the next without prior approval from the City Council.
Employees will not be compensated for unused personal days upon termination of their employment.
Personal days are not available to temporary, seasonal, or part-time employees.

7.4 SICK LEAVE

Sick leave accumulates at the rate of one (1) day per month. After thirty (30) days are accumulated, at the end of the year payment may be taken for all over thirty days at the rate of 50% of the employee's hourly rate.

Upon termination employees in good standing with the City shall be paid out for their accrued sick leave at a rate equal to their full pay for the first thirty (30) days, and a rate equal to 50% of the employee's hourly rate for the remaining time. Determination of good standing and pay out terms are at the discretion of the City Council.

7.5 Funeral Leave

All full-time employees will be granted up to five (5) days off from work with pay in the event of the death of your spouse, child, parent, sibling and three (3) days off work with pay in the event of the death of your grandparents, father-in-law, mother-in-law, son-in-law, or daughter-in-law and one (1) day in the event of the death of a relative not a member of your immediate family as defined above.

Requests for bereavement leave should be made to a Supervisor, City Clerk, or the Mayor for the approval.

7.6 Military Leave

All employees who are members of the National Guard or Officers Reserve Corps or Enlisted Reserve Corps of the United States of America, shall when ordered by proper authority to active duty, be entitled to a leave of absence for the period of such active service without loss of status.

7.7 Unpaid Leaves

An occasional day off without pay will be allowed, but requests should be made to the Supervisor and must be approved by the Mayor.

7.8 Emergency & Unexcused Leaves

The Mayor, Council Member or Supervisor may approve emergency and unexpected leaves.

Time Cards shall be marked accordingly with "emergency leave".

Leaves taken without prior approval will result in no pay and may be cause for termination.

7.9 Jury Duty, Court/Victim/Witness Leave

Jury Duty

Full-time employees will be granted paid leave of advance for required jury duty. The employee will receive his/her regular compensation minus the amount received as a juror. Time spend on jury duty will not be counted as time worked in computing overtime rates. Employees excused or released from jury duty during their regular working hours will report to their regular work duties as soon as reasonably possible or will take accured vacation or compensatory time to make up the difference.

Employees are required to notify the City Council and Supervisor as soon as possible after receiving notice to report to jury duty.

Court Appearances

Employees will be paid their regular wage to testify in a court for City-related business. Any compensation received for court appearances (e.g. subpoena fees) arising out of or in connection with City employment, minus mileage reimbursement, must be turned over to the City.

Victim/Witness Leave

An employee who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony is entitled to reasonable time off from work to attend criminal proceedings related to the victim's case.

7.10 Unpaid Medical Leave of Absence

It is the policy of the City to consider an employee's request for a medical or personal leave of absence. The amount of medical leave available to each employee will be determined on a case-by-case basis depending on the position held, staffing requirements, the reasons for the leave, and the anticipated return-to-work date. Employees who take unpaid medical leave are not guaranteed to return to the same position held prior to taking leave.

Employees seeking a medical leave of absence will be required to present medical documentation to support the need for the leave, on-going documentation to support the need for continued leave, and documentation to support a return to work.

During Unpaid Medical Leave, employees will be expected to keep in regular contact with the City Administrator. When you anticipate your return to work, please notify the City Administrator of your expected return date at least one week before the end of your leave.

Failure to keep in touch with the City Administrator during your leave, failure to advise the City Administrator of your availability to return to work, or failure to return to work following leave will be considered a voluntary resignation of your employment.

Formatted: Font: (Default) Times New Roman, 12 pt

Formatted: Indent: Left: 1"

Section 8 – Work Performance

8.1 Performance Reviews

An objective performance review system will be established by the City Coucil for the purpose of periodically evaluating the performance of City employees. The quality of an employee's pst perfomace wll be considered in personnel decision such as promotions, demotions, terminations and , where applicable, salary adjustments. Performance reviews will be discussed with the employee. Employees do not have the right to change or grieve their performance review, but may submit a written resonse which will be attached to the performance review.

An employee's performance will be reviewed after the training period established by the City Council. Performance reviews are to be scheduled on a regular basis,

at least annually. The review, with all required signatures will be retained as part of the City's personnel file on the employee.

During the training period, informal performance meetings should occur frequently between the supervisor and the employee.

By signing the performance review document, the employee acknowledges that the review has been discussed with the supervisor. "Employee's signature is only to prove that the employee received a copy of the performance review document". Performance reviews will be conducted by the supervisor of their department. Supervisor performance reviews will be conducted by the City Council.

Section 9 – Discipline

9.1 Disciplinary Overview

The City Council and Supervisors are responsible for maintaining compliance with City standards of employee conduct. The objective of this policy is to establish a standard disciplinary process for employees of the City of Grand Meadow. City employees will be subject to disciplinary action for failure to fulfill their duties and responsibilities ast the level required, including observance of work rules and standards of conduct and applicable City policies.

Discipline will be administered in a non-discriminatory manner. An employee who believes that discipline applied was either unjust or disproportionate to the offense committed may pursue a remedy through the grievance procedures. Refer to the "Chain of Command" to determine who to contact regarding a grievance. Employees are reminded that their employment with the Cit of Grand Meadow is on an **at-will** basis.

Employment **at-will** means that either the City or an employee may terminate the employment relationship at anytime without prior notice and for any reason (except unlawful discrimination).

9.2 Discipline Process

The City may elect to use progressive discipline with any employee. There may be circumstances that warrant deviation from the suggested order or where progressive discipline is not appropriate.

Documentation of disciplinary action taken will be placed in the employee's personnel file held with the City with a copy provided to the employee.

The following are descriptions of the types of disciplinary actions;

A) Oral Reprimand

The City Council may issue oral reprimands to City employees.
Oral reprimands are normally given for first infractions on minor offenses to clarify expectations and put the employees on notice tht the performance or behavior needs to change, and what the change must be. The City Council or Supervisor will document the oral reprimand including date(s) and a summary of discussion and corrective action needed.

B) Written Reprimand

A written reprimand is for more serious infractions and may follow an oral reprimand when the problem is not corrected or the behavior has not consistently improved in a reasonable period of time. Serious infractions may require skipping either the oral or written reprimand, or both.
The City Council will issue written reprimands to City employees.
A written reprimand will state:

1) What did happen
2) What should have happened
3) Identify the plicy, directive or performance expectation that was not followed
4) Provide history, if any, on the issue
5) State goals, including timetables, and expectation for the future
6) Indicate consequences of recurrence

Employees will be given a copy of the reprimand to sign acknowledging its receipt. Employee's signature does not mean that the employee agrees with the reprimand. Written reprimand will be placed in the employee's personnel file held by the City.

C) Suspension without pay

Prior to a suspension without pay, the employee shall be notified in wiring f the reason for the suspension and its length. Upon the employee's return to work, the employee shall be given a written warning outlining what further disciplinary actions may be imposed if the misconduct continues. A copy of the written notice shall be placed in the employee's personnel file.

9.3 Resignation

The at-will basis allows any employee to terminate the employment relationship at anytime without prior notice and for any reason. It is the City of Grand Meadow's request that any employee who chooses to resign their position submit a written resignation to his/her supervisor at least fourteen (14) calendar days before leaving. Additionally, it is the City's request that the written notice include the effective date of the resignation.

9.4 Employee Chain of Command

Employees should address all questions, suggestions, concerns, complaints, and/or problems with the Supervisor first. If the employee feels the question, suggestion concern, and/or problem has not been addressed, the employee may request a meeting with the city Council. The meeting will be arranged by the Supervisor. If the employee feels that contacting his/her supervisor is not appropriate, he/she can address the situation by contacting the Mayor, the City Clerk, or any member of the City Council.

' 151.27 INDUSTRIAL.

(A) *Purpose.* The purpose of the I Industrial District is to provide for industrial development outside of the other districts authorized by this chapter. Development within the district shall be regulated through the performance standards outlined in ' 151.30 of this chapter to promote sensitive site design and to mitigate external site impacts.

(B) *Permitted uses and structures.* Within the I District no structure or land may be used except for the following uses occurring within an enclosed building:

(1) Warehouse

(2) Storage

(3) Manufacturing

(4) Processing

(5) Office

(6) Wholesale

(7) Research

(8) Government buildings

(9) Other such industrial uses which in the determination of the City Council and as formally documented will be compatible and will not be detrimental to uses allowed in this or contiguous districts.

(C) *Accessory structures and uses.* Within the I District the following accessory uses are permitted provided they are subordinate to and associated with a permitted use:

(1) Living quarters for security personnel, provided they are located within the principal structure;

(2) Overnight outside storage of vehicles, provided the vehicles are associated with the business and are screened from view from residential properties or public views;

(3) Outside storage, including fuel storage, provided it is screened from general public view;

(4) Retail or service uses not exceeding 25% of the gross floor area of the principal structure;

(5) Other uses customarily associated with but subordinate to a permitted use, as determined by the city.

(6) Solar panels and equipment, satellite dishes and-antennas.

(D) *Conditional uses.* Within the I District no land or structure may be used for the following except by conditional use permit and in conformance with the performance standards contained in ' 151.30 of this ordinance:

(1) Retail, or service uses occupying between 25% and 50% of the gross area of the principal structure.

(2) Wind energy conversion systems or windmills.

Tower Lease Agreement

This agreement is made this 20th day of January, 2022 between LTD Broadband LLC (known hereafter as the Lessee) and City of Grand Meadow (known hereafter as the Lessor). This document contains the entire agreement between Lessor and Lessee.

Lessee is an Internet Service Provider (ISP) in southern Minnesota with offices located at PO Box 3064, Blooming Prairie, MN 55917.

Lessor is City of Grand Meadow, with offices located at 112 Grand Ave E, Grand Meadow, MN 55936.

WHEREAS, Lessee proposes to furnish communications services in and around Grand Meadow, specifically wireless internet service, and desires to place and maintain aerial antennas, cables, wires, and other equipment ("Equipment") on certain Lessor towers; and

WHEREAS, Lessee is in the business of constructing, maintaining and operating, at retail, wireless telecommunications networks; and

WHEREAS, Lessor is willing to permit, subject to the terms and conditions set forth herein, attachment of Lessee's equipment to certain Lessor owned towers, where such use will not interfere with Lessor's own primary service requirements, or the primary service requirements of others authorized to use Lessor's towers.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

I. Primary Agreement
   a. Lessor agrees to allow Lessee to place antennas and all required mounting hardware, cables, hardware cabinets and other equipment deemed necessary by Lessee, at its own discretion, on the water towers owned by Lessor located in Grand Meadow, MN.

II. Rent
   a. In exchange for the space provided by Lessor, Lessee agrees to $150/month rent to the City of Grand Meadow.
   b. No further rents shall apply for the use of this tower.

III. Indemnity

a. Lessee shall carry insurance for all equipment maintained by Lessee. Lessor is in no way responsible for losses to such equipment for any reason beyond damages caused by its own climbers or contractors hired by Lessor.

b. Lessor shall indemnify, hold harmless and defend Lessee and its employees and agents from and against all claims, damages, losses and expenses, including attorneys' fees, resulting from any negligent act, misconduct or omission on the part of Lessor, its employees, agents, assigns or contractors.

c. Lessee shall indemnify, hold harmless and defend Lessor and its employees and agents from and against all claims, damages, losses and expenses, including attorneys' fees, resulting from any negligent act, misconduct or omission on the part of Lessee, its employees, agents, assigns or contractors.

IV. Location Requirements

a. Lessee shall provide electricity for its equipment at the tower site.

b. Lessee requires daylight hours access to its equipment for maintenance and troubleshooting.

V. Interference

a. Lessee shall maintain its equipment in such a way as to prevent interference to any other entity currently utilizing the tower.

b. If Lessor contracts with any other entity for space on this same tower, such contract must include a non-interference clause.

c. Any entity that places equipment on the tower must agree to allow Lessee to coordinate frequency plans.

d. If Lessee equipment conflicts with other frequencies in use by the City of Grand Meadow, lessor reserves the right to ask for removal of equipment and the contract will become null and void.

VI. Term

a. The term of this agreement shall be a period of five (5) years, commencing on the date of its execution and shall remain in force until terminated by 90 days written notice by either party.

VII. Equipment Removal

a. Upon termination of this Agreement in its entirety, Lessee shall remove at its expense, its equipment from Lessor's facilities. Lessee shall be allowed 90 days after the final termination date to remove its equipment.

VIII. Amendments

a. From time to time, this agreement may be amended. Such amendments, when signed by both parties and attached to this contract, shall be considered as part of this agreement.

Signed

City of Grand Meadow
112 Grand Ave E
Grand Meadow, MN 55936
507-696-7061
cityadministrator@cityofgrandmeadow.com

Signed

Printed Name: Corey Hauer / Owner
LTD Broadband LLC
69 Teahouse St
Las Vegas NV 89138

Proposal

ENGLISH ELECTRIC
107 E Main St PO BOX 66
Racine, MN 55967
Ph: 507-533-0051
EnglishElectric@ymail.com

Full Service
Electrical Contractor
Residential - Farm -
Commercial - Service

Proposal for Grand Meadow Fields

Job Description: 2 Softball Fields

Address Grand Meadow, MN 55936

Proposal No:

Phone:

Softball Field Lights

1-install new 200 amp 480 volt 3 phase service
1-install 2 disconnects (1 disconnect per field
1-install underground feeder wire to each light pole and make all connections
1-service grounded per National Electric Code

Electric Work $22,467.00

Musco: $245,733.00

TOTAL: $268,200.00

-trenching included

$22,467-Electric pricing good for 30 days

-permit included

Work will be complete in a workmanlike manner and material will be supplied for the estimate specified above for a total of..... $268,200.00

Payment will be made by one half of total due upon acceptance of proposal and the remaining half due at completion of job.

The work and prices stated above are accepted and English Electric is authorized to do the work as specified. Any changes in the work specified above that alters the total cost will result in an extra or a credit.
Labor warranty 1 year.
This proposal may be withdrawn if not accepted within 7 days.

Signature:_____ Date:_____

Fully Insured/Licensed/Bonded EA677496

City of Grand Meadow
State of Minnesota

RESOLUTION # 2022-002

A RESOLUTION SUPPORTING HOUSING AND LOCAL DECISION-MAKING AUTHORITY

WHEREAS, local elected decision-makers are in the best position to determine the health, safety, and welfare regulations that best serve the unique needs of their constituents; and

WHEREAS, zoning regulation is an important planning tool that benefits communities economically and socially, improves health and wellness, and helps conserve the environment; and

WHEREAS, local zoning regulation allows communities to plan for the use of land transparently, involving residents through public engagement; and

WHEREAS, cities across the state are keenly aware of the distinct housing challenges facing their communities and they target those local housing challenges with available tools; and

WHEREAS, multiple bills restricting local decision-making related to housing have been introduced in the 2021-2022 biennium.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF Grand Meadow that this Council supports local decision-making authority and opposes legislation that restricts the ability for local elected officials to respond to the needs of their communities.

LET IT ALSO BE RESOLVED that this Council supports housing policy that advances solutions to support full housing spectrum solutions, local innovation, incentives instead of mandates, and community-specific solutions throughout Minnesota.

ADOPTED by the Grand Meadow City Council this 14th day of February, 2022.

_____
Mayor

Attest

_____
City Clerk

Agend 6.B.

City of Grand Meadow
State of Minnesota

RESOLUTION # 2022-003

RESOLUTION AUTHORIZING STATE-FUNDED LIBRARY CONSTRUCTION GRANT

WHEREAS, the Minnesota Department of Education announced a grant opportunity to public library jurisdictions for renovation, construction and improvement projects that result in more accessible library facilities; and

WHEREAS, projects may remove architectural barriers from a library building or site, remediate conditions hazardous to the health or safety, renovate or expand an existing building for use as a library, or construct a new library; and

WHEREAS, the Grand Meadow Public Library Director submitted for said grant and was awarded an improvement grant; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GRAND MEADOW

1. The City of Grand Meadow owns the Grand Meadow Public Library building and property.

2. The City of Grand Meadow has matching local government funds in the approved budget.

3. The City of Grand Meadow will follow the assurances in the grant application and End Grant Agreement and will comply with requirements outlined in the Capital Grants Manual.

4. The City of Grand Meadow authorizes the Grand Meadow Public Library Director, Sarah Burmeister, to sign and submit documents associated with the application and/or End Grant Agreement on behalf of the city.

ADOPTED by the Grand Meadow City Council this 14th day of February, 2022.

_____
Mayor

Attest

_____
City Clerk