

**City of Ada**  
**Regular Meeting of the City Council**  
**Tuesday, January 3, 2017 – 6:00 P.M. – Council Chambers**

**Agenda**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Oath of Office.** Jacob Kroshus, Michael Nelson and Thomas Opheim will have oath administered by Mayor Ellefson
- IV. Roll Call**
- V. Citizen Forum** – *Individuals may address the council about any item of concern. A maximum of 15 minutes is allotted for the forum. If the full 15 minutes are not needed for the forum, the City Council will continue with the agenda. The City Council will take no official action on items discussed at the forum, with the exception of referral to staff or commission for future report.*
  
- VI. Consent Agenda** – *These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*
  - A.** December 6 & 28, 2016 Council Meeting minutes
  - B.** City Pre – paid checks in the amount of \$204,564.45
  - C.** City Accounts payables in the amount of \$23,726.12
  - D.** Set date, time and location of council meetings.
  - E.** Designate Official Depositories.
  - F.** Designate Official Newspaper.
  - G.** 2.5% COLA increase for 2017 for City employees
  
- VII. Approve Agenda** – *No item of business shall be considered unless it appears on the agenda for the meeting. Council Members may add items to the agenda by a majority vote of the council.*
  
- VIII. Presentations with possible discussion and decision.**
  - A.** Ada Community Center Survey Results and Steps Forward
  - B.** Golf Banquet Utilities Request
  - C.** Moore Engineering Update
  
- IX. Reports of Department Heads and Committees**
  - A.** Mayors Report
    - 1) State of the City Address
    - 2) Vice-Mayor replacement
    - 3) Approve AFSCME contract for 2017-2019

**B. Administrator / Clerk / Treasurer Report.**

- 1) Department Updates.
- 2) Accounting Clerk Panel Recommendation
- 3) Land south of HWY Department update

**X. Old Business**

- A. Second Reading – Ordinance 470: AN ORDINANCE AMENDING ORDINANCES ESTABLISHING THE CHARGES PERTAINING TO THE WATER, SEWER AND ELECTRIC RATES WITHIN THE CITY OF ADA**

**XII. New Business**

- A. Kaleidoscope guests**
- B. Res 17-01-01 RESOLUTION AGREEING TO MAINTAIN ADA RAILWAY BED TRAIL FACILITY**
- C. Closed session – Evaluate the Performance of an Individual Subject to Council Authority – Administrator Annual Review.**

**XIII. Adjournment**

# January 2017



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1 HAPPY NEW YEAR ! 2017	2 CITY HALL CLOSED	3 REGULAR COUNCIL Meeting 6PM @City Hall	4	5	6	7
8	9	10	11	12	13	14
15	16 CITY HALL CLOSED Martin Luther King D. No Public Safety Mtg.	17	18	19	20	21
22	23	24	25 DEKKO Committee Mtg 5:00 PM Dekko Mtg Room	26 ADA EDA 7:30 AM Dekko Meeting Room	27	28
29	30 PUBLIC WORKS BOARD 5:30PM @ Public Works Bldg.	31				
			HAPPY NEW YEAR !			





**City of Ada**  
**Minutes of the Regular Meeting of the City Council**  
**Tuesday, December 6, 2016– 6:00 P.M. – Council Chambers**  
**City Hall**

**Members Present:** Mayor Jim Ellefson, Members Candy Robertson, John Rosenberger, John Hintz, Mike Triplett, Jim Hansen, Rich Pinsonneault, Neil Miller.

**Member Absent:**

**Others present:** James Leiman, Thomas Opheim, Pat Pfund, Mark Askelon, Lee Ann Hall, Tom Baker, and others

I. **Citizen Forum** – Lee Ann Hall spoke to the council and discussed the successful Old Fashioned Christmas at Tubby’s Tavern, She indicated that the Chamber is currently administering a survey that will be used to inform the council on where the community stands with respect to the development of an Events Center. In addition, a group of citizens from different civic groups, members of the Ada City Council and Administrator have been attending meetings to discuss a path forward.

II. **Consent Agenda** – Consent Agenda. Listed on the Consent Agenda was: November 10, 2016 meeting minutes, Election Canvass/ Special Session meeting minutes, various committee meeting minutes, City pre-paid checks, City accounts payable for \$91,126.25, cigarette licenses for West Central, Ada Country Store, Ada Municipal and Dollar General.

**Motion by Member Robertson, second by Member Rosenberger to approve the Consent Agenda. Members voting for: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, Miller and Hintz. Against: None. Motion passed.**

III. **Approve Agenda** –

**Motion by Member Triplett, seconded by Member Miller to approve the Agenda and add discussion regarding the current Arvig pole rental agreement. Members voting for: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, Miller and Hintz. Against: None. Motion passed.**

IV. **Presentations with possible discussion and decision.**

A. Moore Engineering was unable to make the meeting due to weather but did submit a disbursement request for engineering services on the levy project totaling \$15,634.10.

**Motion by Member Pinsonneault seconded by Member Miller to approve the \$15,634.10 payment. Members voting for: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, Miller and Hintz. Against: None. Motion passed**

- B. Darin Ramey briefed the council on plans to hold the Golf Banquet at Tubby's Tavern on January 28, 2017. He requested a one-day Liquor License to support the event.

**Motion by Member Hintz seconded by Member Hansen to approve the one-day license. Members voting for: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, and Hintz. Against: None. Abstention: Miller. Motion passed**

C. **Reports of Department Heads and Committees**

A. **Mayors Report**

1) **Request for Proposal- Legal Services**

Administrator Leiman developed a Request for Proposal for Legal services as requested by the council in November. Discussion ensued continuity of the flood project given that there is still work to be done through summer of 2017. As such, several council members recommended that the RFP wait until after flood work is officially complete. Member Miller indicated that it was time to repatriate business back to Ada as there are several qualified attorneys in town; this was echoed by Council member elect Tom Opheim. There was talk about splitting legal work for the flood and civil matters but then Member Rosenberger indicated that the City would have three attorneys representing it in various capacities.

**Motion by Member Pinsonneault, seconded by Member Rosenberger to postpone RFP until flood work is complete in the summer or fall of 2017. Members voting for: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, and Hintz. Against: Miller. Motion passed.**

2) **Assistant Clerk Hiring Panel**

Administrator Leiman indicated to the council that he received nine solid applications for the Assistant Clerk position. He requested a hiring panel to include himself, Stephanie Knutson and two council members. Both John Hintz and John Rosenberger volunteered to serve on a selection panel.

**Motion by Member Pinsonneault, seconded by Member Triplett to form hiring panel. Members voting for: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, Miller and Hintz. Against: None. Motion passed.**

## B. Administrator / Clerk / Treasurer Report.

### 1) Department Updates

*Several updates were provided concerning Public Works snow operations, public safety responses to various fatal accidents in recent months, the Dekko roof and Liquor Store operations.*

### 2) Lifeguard pay raise from \$8.38 to \$9.50

*Administrator Leiman discussed the labor shortage facing the facility since all other businesses pay \$9.50 in town; with pay equity, recruitment and retention efforts should improve.*

**Motion by Member Miller, seconded by Member Pinsonneault to raise the wage to \$9.50. Members voting for: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, Miller and Hintz. Against: None. Motion passed.**

### 3) Health Benefit Change Request

*Administrator Leiman met with the staff and requested that they determine what health care companies would be best to fulfill their requirements. The police union requested a change to the Public Employee Insurance Plan (PEIP) and AFSCME covered personnel/ department heads requested a transition to Medica. Costs were negligible for coverage and dental/ ancillary benefits, e.g. short-term disability, will remain the same.*

**Motion by Member Robertson, seconded by Member Miller to allow the transition to PEIP and Medica and retain current benefit structure. Members voting for: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, Miller and Hintz. Against: None. Motion passed.**

### 4) Ada and Borup Fire Department Joint Powers Agreement

*In November, the City of Ada learned that it had not in compliance with State Auditor requirements concerning fund transfers from Borup's Firemen Relief Association to the City of Ada account for disbursement as firemen retire. As such, two representatives from the State Fire Marshal's Office met with the Public Safety Committee, leadership from both Borup and Ada's departments and discussed a path forward to achieve compliance and eventual consolidation. This will be accomplished via a proposed five-year Joint Power's Agreement. For now, roughly \$22,000 is being withheld from the State of MN to Ada until this issue is resolved. A special session will be required to approve and ratify the JPA.*

### 5) COBRA



*Currently, the City of Ada has one former spouse of a former employee in its small group. This individual was to come off the plan until the City learned that the State of MN under Minnesota Statute 62A.21, offers a continuation period beyond 36 months (up to the recipient to discontinue coverage). The coverage for the ex-spouse is separate and distinct from the coverage for the employee. The coverage for the ex-spouse does not end when employee coverage ends. The statute has no age limit and the ex-spouse can continue with proper and timely payment of premium, indefinitely. As such, coverage will continue with 100% reimbursement from the former employee's spouse.*

6) Arvig pole rent contract

*The Public Works Committee and City Council directed Administrator Leiman to work with Arvig on revising the existing rental contract to reflect some type of expiration date vice indefinite as it currently reads. At present, Arvig pays \$8 per pole per year for rent.*

**Old Business**

**XII. New Business**

A. Kaleidoscope guests

*Mayor Ellefson*

A. RESOLUTION 2016-12-01 RESOLUTION SETTING 2016 FINAL TAX LEVY COLLECTIBLE IN 2017 FOR SUPPORT OF THE GENERAL FUND & OTHER FUNDS OF THE CITY OF ADA

**Motion by Member Pinsonneault, seconded by Member Miller to pass Resolution 2016-12-01. Members voting for by roll call vote: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, Miller and Hintz. Against: None. Motion passed.**

B. RESOLUTION 2016-12-02 RESOLUTION OFFICIALLY SETTING GARBAGE COLLECTION RATES

**Motion by Member Miller, seconded by Member Rosenberger to pass Resolution 2016-12-02. Members voting for by roll call vote: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, Miller and Hintz. Against: None. Motion passed.**

C. RESOLUTION 2016-12-03 RESOLUTION ADOPTING FINAL CITY OF ADA BUDGET FOR FISCAL/ CALENDAR YEAR 2017

**Motion by Member Triplett, seconded by Member Robertson to pass Resolution 2016-12-03. Members voting for by roll call vote: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, Miller and Hintz. Against: None. Motion passed.**

**D. RESOLUTION 2016-12-04 RESOLUTION AUTHORIZING LIMITED USE PERMIT FOR A MUNICIPAL IDENTIFICATION ENTRANCE SIGN**

**Motion by Member Pinsonneault, seconded by Member Hintz to pass Resolution 2016-12-04. Members voting for by roll call vote: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, Miller and Hintz. Against: None. Motion passed.**

**E. RESOLUTION 2016-12-05 RESOLUTION AUTHORIZING FUND TRANSFER FROM ELECTRIC UTILITY FUND TO WATER AND WATEWATER FUND**

**Motion by Member Rosenberger, seconded by Member Miller to pass Resolution 2016-12-05. Members voting for by roll call vote: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, Miller and Hintz. Against: None. Motion passed.**

**F. RESOLUTION 2016-12-06 RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ADA ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

**Motion by Member Robertson, seconded by Member Hansen to pass Resolution 2016-12-06. Members voting for by roll call vote: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, Miller and Hintz. Against: None. Motion passed.**

**G. FIRST READING- ORDINANCE 470, AN ORDINANCE AMENDING ORDANANCES ESTABLISHING THE CHARGES PERTAINING TO THE WATER, SEWER, AND ELECTRIC RATES WITHIN TH CITY OF ADA**

**Motion by Member Triplett, seconded by Member Miller to pass first reading of Ordinance 470. Members voting for by roll call vote: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, Miller and Hintz. Against: None. Motion passed.**

**H. AFL-CIO Labor Contract Vote**

**Motion by Member Triplett, seconded by Member Robertson to approve the new labor agreement. Members voting for by roll call vote: Robertson, Rosenberger, Triplett, Hansen, Pinsonneault, Miller and Hintz. Against: None. Motion passed.**

**XIII. Adjournment**

**Motion by Member Rosenberger second by Member Hansen to adjourn at 7:16. Members voting for: Robertson, Rosenberger, Triplett, Hansen, Hintz, Pinsonneault. Against: None. Motion passed.**

---

**James Leiman**  
**Administrator / Clerk / Treasurer**

---

**Jim Ellefson**  
**Mayor**

## Special Session Minutes

**Time:** Wednesday December 28, 2016 at 1:00

**Members Present:** Ellefson, Rosenberger, Hintz, Pinsonneault, Hansen and Miller.

**Members Absent:** Triplett and Robertson.

**Location:** Ada City Hall, Council Chambers

I. Ada and Borup Fire Joint Powers Agreement

*The City discussed the merits of the five-year agreement and whether or not a two-year agreement would be sufficient. In addition, John Rosenberger spoke on behalf of the Public Safety Committee and indicated that the committee prefers a five-year agreement. A discussion ensued concerning language with respect to grants and cost.*

**Motion made by Councilmember Rosenberger to include both the five-year requirement and a ratio for grants based on personnel at each station, seconded by Councilmember Pinsonneault. Amendment made by Councilmember Miller to remove the grant ratio, seconded by Member Hintz; votes for: Hintz, Rosenberger and Miller; against: Pinsonneault and Hansen, motion passed. Motion for the contract passed unanimously.**

II. Closed Session- City property sale discussion re: Lots Six (6) and Seven (7) and South 20.00 feet of Lot Eight (8), Block Two (2), Jamison's Addition to the City of Ada, Norman County, Minnesota

*A discussion occurred concerning the range to which the City would sell the property for.*

**Motion made by Councilmember Rosenberger made at 1:24 to close the session, seconded by member Hansen, vote unanimous.**

**Motion made by Councilmember Miller to open the meeting at 1:45, seconded by Member Hintz, unanimous vote.**

III. Recess for Negotiations

*Negotiations ensued where Councilmember Hintz and Administrator Leiman negotiated the sale with Michael and Angela Nelson; they agreed upon price was \$6,000 and if the abstract work exceeds \$800, the City will pick up the difference.*

IV. RESOLUTION 2016-12-06: A RESOLUTION AUTHORIZING THE SALE OF PARCELS OF LAND IN THE CITY OF ADA.

**Motion made by Councilmember Hintz to accept the offer authorizing the sale, seconded by Member Miller, roll call vote was unanimous in favor of the deal.  
Motion Passed.**

V. Adjournment

**Motion made by Member Miller at 2:02 to adjourn, seconded by Member Hansen, vote was unanimous.**

## **CITY OF ADA**

### **2017 OFFICIAL DEPOSITORIES**

Frandsen Bank and Trust

Bank of the West – Ada

American Federal Bank

MBIA (4M Fund)

Smith Barney / Morgan Stanley

Bancwest Investment Services (Bank of the West)

### **2017 OFFICIAL CITY NEWSPAPER**

Norman County Index

### **2017 CITY ATTORNEY**

Joshua Heggem, Pemberton Law

### **DATE, TIME AND LOCATION OF MEETINGS FOR 2016**

The regular meeting of the Ada City Council will be held on the first Tuesday after the first Monday at 6:00 p.m. at City Hall.

**DRAFT**  
AGREEMENT

between

CITY OF ADA, MINNESOTA

and

LOCAL #3064 AFSCME

AFL-CIO

JANUARY 1, ~~2015-2017~~

to

DECEMBER 31, ~~2016-2019~~

**ARTICLE 1**  
**PURPOSE OF AGREEMENT**

This Agreement is entered into between the City of Ada, hereinafter called the Employer, and the American Federation of State, County and Municipal Employees, Local 3064, hereinafter called the Union. The intent and purposes of this Agreement is to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.2 Specify the full and complete understanding of the parties; and
- 1.3 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

**ARTICLE 2**  
**RECOGNITION**

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent under Minnesota Statutes, Section 179A.03, subd. 8, for all employees of the City of Ada who work more than fourteen (14) hours per week and sixty-seven (67) days per year, excluding supervisory employees, confidential employees, City Clerk, employees of the Hospital, employees of the Liquor Store and employees of the Dekko Community Center.

**ARTICLE 3**  
**DEFINITIONS**

- 3.1 UNION: The American Federation of State, County and Municipal Employees,, Local 3064.
- 3.2 EMPLOYER: The City of Ada, or its representative.
- 3.3 UNION MEMBER: A member of the AFSCME Local 3064.
- 3.4 EMPLOYEE: A member of the bargaining unit covered by this Agreement.
- 3.5 REGULAR EMPLOYEE: Employee who has completed a one year probationary period.
- 3.6 PROBATIONARY EMPLOYEE: Employee who has not completed the probationary period.
- 3.7 SENIORITY: Length of continuous service with the Employer.
- 3.8 UNION OFFICER: Duly appointed or elected officer of AFSCME Local 3064.



**ARTICLE 4**  
**EMPLOYER AUTHORITY**

- 4.1 The employer retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 4.2 Any terms and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

**ARTICLE 5**  
**UNION SECURITY**

- 5.1 The Employer shall not enter into any agreement with employees coming under the jurisdiction of this Agreement, either individually or collectively, which in anyway conflicts with the terms and conditions of this Agreement.
- 5.2 No discrimination shall be exercised against any employee because of Union membership or because of race, color, creed, religion, national origin, sex, and marital status, receipt of public assistance, disability, age, sexual orientation, or political belief.
- 5.3 The Employer shall deduct from the wages of employees an amount necessary to cover monthly Union dues and/or any other deduction approved by the members of the bargaining unit. After the first thirty (30) days of employment, employees shall indicate their desire for dues deduction by submitting a signed dues authorization card. Monthly dues, together with a list of employees from whom deductions were made and the amount of such deductions, shall be forwarded to the Council 65 Office in Nashwauk, Minnesota.
- 5.4 Upon the request of the Union, the Employer shall deduct from the wages of employees in the bargaining unit who are not members of the Union a fair share amount that does not exceed eighty-five (85) percent of the regular monthly dues.
- 5.5 Representative of the Union shall have access to the premises of the City at reasonable times and subject to reasonable rules to investigate grievances and other problems with which they are concerned.
- 5.6 The Union agrees to indemnify and hold harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of 5.3 or 5.4 of this Article.

- 5.7 The Union shall be permitted the use of bulletin boards maintained by the City for posting of matters of interest to its members. However, no matters pertaining to grievances, political items or any criticism of City policies and practices shall be allowed.
- 5.8 The Union may designate an employee and /or alternate from the bargaining unit to act as Steward and shall inform the Employer in writing of such choice and changes in the position of Steward. The Steward and/or alternate shall have the right to process grievances and perform other duties and responsibilities as established by this Article.

## **ARTICLE 6**

### **EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE**

- 6.1 DEFINITION OF A GRIEVANCE. A grievance is defined as a dispute or disagreement as to the implementation or application of the specific terms and conditions of this Agreement.
- 6.2 UNION REPRESENTATIVES. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by 5.8 of this Agreement.
- 6.3 PROCESSING A GRIEVANCE. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereafter provided is limited by job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided the Employer and the Union Representative have notified and received the approval of the designated supervisor who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.
- 6.4 PROCEDURE. Grievances, as defined by Section 6.1, shall be resolved in conformance with the following procedure:

STEP 1. An employee claiming a grievance shall, within ~~seven (7)~~ **fifteen (15) calendar work** days after such alleged violation has occurred, or the employee has knowledge of the occurrence, present such grievance to the employee's Department Head. The Department Head and the grieving employee shall meet and discuss the grievance. Within seven ~~calendar-work~~ days, the Department Head shall respond in writing to the employee. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested,

shall be appealed to Step 2 within seven (7) ~~calendar work~~ days after the Department Head's answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within seven (7) ~~calendar work~~ days shall be considered waived.

STEP 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer representative within thirty (30) ~~calendar work~~ days from the date the Step 1 appeal was received by the City Council. The Employer representative shall give the Employer's Step 2 answer in writing to the Union within seven (7) ~~calendar work~~ days following the meeting of the City Council and the Union.

STEP 3. A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to arbitration subject to the provisions of the Public Employment Relations Act of 1984, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Act.

#### 6.5 ARBITRATOR'S AUTHORITY.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not submitted.
- B. The arbitrator shall be without power to make any decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within twenty (20) calendar days following close of hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be borne equally.

- 6.6 **WAIVER.** If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance

as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

- 6.7 CHOICE OF REMEDY. If, as result of the written Employer response in Step 2, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of Article 6, or a procedure such as: Veterans Preference. If appealed to any procedure other than Step 3 of Article 6, grievance is not subject to the arbitration procedure as provided in Step 3 of Article 6. The aggrieved employee shall indicate in writing which procedure is to be utilized – Step 3 of Article 6, or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 3 of Article 6.

## **ARTICLE 7**

### **HOURS OF WORK**

- 7.1 A. The normal workday and work week for the public works personnel shall be five (5) eight (8) hour days Monday through Friday, comprising a forty (40) hour week.
- B. The normal work day and work week for the Clerk's office personnel and the police department office personnel shall be five (5) eight (8) hour days, Monday through Friday, comprising a forty (40) hour week.
- 7.2 An employee called back to perform work after the regular work schedule has been completed shall receive time and one-half (1 ½) pay with a minimum of one hour.
- 7.3 Two rest periods of fifteen (15) minutes duration will be allowed during each eight (8) hour working period. Time allowed for fifteen minute breaks includes travel time to and from the workplace. City owned vehicles may be used for coffee breaks, but no other personal use, unless so authorized by the supervisor.
- 7.4 Noon lunch periods shall be unpaid and shall be a minimum of one-half (1/2) hour and a maximum of one (1) hour as set by the Department Head.

## **ARTICLE 8**

### **OVERTIME AND PREMIUM PAY**

- 8.1 All hours remunerated by an employee, with the exception of sick leave, in excess of forty (40) hours per week shall be paid for at one and one-half (1 ½) times the employee's regular straight-time rate of pay.
- 8.2 Overtime shall be offered to full-time employees first and on an as equitable a basis as practicable. Employees must receive prior authorization from the employee's immediate supervisor before working any overtime, except in cases of emergency.

- 8.3 Mandatory trainings shall be compensated at the Employees regular rate of pay and scheduled in a manner so as not to trigger overtime compensation.
- 8.4 Employees who are assigned by the Employer to be “on call”, or who are required by the employer to check lift stations, Monday through Friday evening shall be compensated at a rate of \$17.50 per day. Employees who are assigned by the Employer to be “on call”, or who are required by the Employer to check lift stations, on a Saturday or Sunday shall be compensated at the rate of \$55.00 per day and shall be entitled to one hour of pay at ~~and~~ one and one-half (1 ½) their regular rate of pay. If the Employee is “called in” to work, the employee shall be compensated at their regular rate of pay, or the overtime rate if applicable. Holidays shall be treated as Saturday and Sunday (see above) for purposes of this Article.

**ARTICLE 9**  
**HOLIDAYS**

- 9.1 Regular employees shall receive pay at their regular straight-time hourly rate for each of the following holidays they are not required to work:

½ Day – Good Friday	Independence Day	Veterans Day
New Year’s Day	Labor Day	Thanksgiving Day
President’s Day	Columbus Day	Christmas Day
Memorial Day	Martin Luther King Day	

- 9.2 Two of the above listed holidays may be used as floating holidays, subject to the approval of the Department Head. Floating holidays shall be allowed on a 1<sup>st</sup> come 1<sup>st</sup> granted basis.
- 9.3 A holiday falling on a Saturday shall be observed on the preceding Friday, and a holiday falling on a Sunday shall be observed on the following Monday.
- 9.4 Employees eligible for the holiday pay provided by this Article who work on any such holiday shall receive the holiday pay plus pay at one and one-half (1 ½) times their regular straight –time hourly rate for all such hours worked.
- 9.5 A paid holiday which occurs during a regular employee’s vacation shall add a day to the employee’s vacation period, provided the holiday is observed on a day the employee normally would have been scheduled to work.
- 9.6 Should an employee, eligible for a paid holiday under this Article, be on sick leave at a time of such paid holiday, the employee shall receive an additional day of sick leave in lieu of the paid holiday.
- 9.7 A paid holiday which occurs on a regular employee’s scheduled day off shall entitle the employee to some other day off with pay.

**ARTICLE 10**  
**VACATIONS**

10.1 All regular employees shall earn vacation benefits as follows:

After one (1) year service      Ten (10) days.

(Five days vacation will be available for use by employees who have completed six (6) months of service.)

After five (5) years service      Employees will receive ten (10) days of vacation plus one additional vacation day for each year of service after five to a maximum of 20 days of vacation.

Vacation benefits shall be earned on an anniversary to anniversary basis.

10.2 Each year, the Department Head will consult with all employees eligible for vacations. From such consultation, the Department Head will establish working and vacation schedules with first consideration given to the efficient operation of the department and second to the wishes of the employees as to vacation time. Senior employees shall be given schedule preference.

10.3 Split vacations may be granted upon request.

10.4 One week (five working days) of vacation may be used on a daily basis if approved by the Department Head.

10.5 Vacation time may not be waived for the purpose of receiving double pay.

10.6 Employees unable to work because of illness or injury who have exhausted their sick leave may be permitted to draw vacation time pay to which they are entitled.

10.7 Any employee leaving the City's employment in good standing shall be paid for any vacation earned and unused.

**ARTICLE 11**  
**PERSONAL TIME OFF (PTO)**

11.1 Each employee is allowed two (2) personal time-off days (P.T.O.) per calendar year. Employees shall be allowed to take P.T.O. in 15 minute increments. P.T.O. may be allowed with the consent of the Department Head and only when it will not impair or interfere with the operation and efficiency of the department.

**ARTICLE 12**  
**SICK LEAVE/BEREAVEMENT LEAVE**

- 12.1 Sick leave with pay shall be earned by each regular employee at the rate of one (1) working day for each full month of service or major fraction thereof.
- 12.2 Unused sick leave to an employee's credit may be accumulated from year to year to a maximum of four hundred eighty (480) hours.
- 12.2.1 Grandfather clause: Current employees (those hired before January 1, 2012) will retain an unused sick leave accumulation of nine hundred and sixty hours (960). However, employees hired after January 1, 2012, may only accumulate from year to year of four hundred and eighty (480) hours.
- 12.3 Accrued sick leave may be used when an employee cannot perform work duties due to the following:
- personal illness;
  - necessity for medical, dental or chiropractic care;
  - medical care of spouse, children and other relatives residing with the employee or dependent on the employee for their care;
  - local quarantine;
  - work connected injury in an amount equal to the difference between an employee's regular pay and benefits being paid under Worker's Compensation.
- 12.4 Sick leave with pay may be granted for a maximum of five (5) working days per occurrence in addition to bereavement leave for the death of the employee's spouse, children or step-children, siblings or step-siblings, parents or step-parents, spouse's parents, spouse's siblings and other relatives living within the household.
- 12.5 Sick leave with pay may be granted for a maximum of two (2) working days per occurrence for the death of the employee's grandparents, grandchildren, aunts, uncles, nephews and nieces.
- 12.6 Bereavement leave (not counted against sick leave), up to a maximum of three days per occurrence may be granted when a death occurs in the immediate family for the purpose of attending the funeral and related matters. Immediate family for the purpose of bereavement leave includes an employee's spouse, children or step-children, siblings or step-siblings, parents or step-parents, and other relatives living within the household.
- 12.7 Sick leave shall be earned from the beginning date of an employee's continuous service.
- 12.8 Employee's claiming sick leave may be required to file competent written evidence that they have been absent as authorized. If employees have been incapacitated, for a period of absence or major fraction thereof, they may be required to provide evidence of being

physically able to perform their duties. Each employee and employee's Department Head shall be held accountable for the reasonable, prudent and bona fide use of sick leave privileges.

- 12.9 Claiming sick leave when physically fit, except as provided in this Article may be cause for disciplinary action, including cancellation of sick leave privileges, suspension, demotion or termination. Employees must notify their Department Head (or other department official if Department Head is not available) of the need for leave at the earliest possible moment and preferably before the start of the scheduled working hours. Failure to make diligent efforts to give such notification may result in payroll deduction of such time taken.
- 12.10 Worker's Compensation – The Employer shall comply with Minnesota Statutes, Chapter 176.102.
- 12.11 After 15 years of service, any employee who has banked the maximum of sick days under 12.2 above shall receive payment for one half of the annual sick leave days that are unused by the employee.
- 12.12 Any employee leaving the City's employment in good standing shall be paid for one-half (1/2) of any sick leave earned and unused not to exceed 240 hours.

**ARTICLE 13**  
**LEAVE OF ABSENCE**

- 13.1 Department Heads may at their discretion, and with the concurrence of the Employer, approve the absence of any employee, without pay, not to exceed 30 calendar days. Any unpaid absence of more than 30 days but not to exceed one year shall be approved by the Employer in advance. Where appropriate in such cases the Employer will grant an official leave of absence in order to preserve the employee's status as a public employee and his benefits under P.E.R.A.
- 13.2 Whenever practicable, a written report for an unpaid leave of absence must be made at least fourteen (14) calendar days prior to the effective date of the leave of absence.
- 13.3 Requested leave of absence will be granted only when such leave would not effect the services provided by the Employer. The approval of such requests is discretionary with the Employer, provided that an employee shall have the right to have a denial reviewed.
- 13.4 Employees who are absent from work without an approved leave of absence may be subject to discipline as provided by this Agreement.
- 13.5 The Employer shall, upon proper application, grant unpaid maternity leave to pregnant employees for such periods of time as may be authorized by the employee's doctor, but not to exceed six (6) months. The employee shall request such leave from the Council by



written application at least thirty (30) days prior to the date on which such leave is to begin.

- 13.6 The Employer shall upon proper notification, grant unpaid child care leave pursuant to Minnesota Statute §181.941, for a period not to exceed six (6) weeks, in the event of birth or adoption. The employee shall request such leave from the Council by written application at least thirty (30) days prior to the date such leave is to begin. This is for employees that have been with the City for at least twelve (12) months. Health insurance premiums shall be paid by the employee to cover the period of unpaid leave.
- 13.7 The Employer agrees to extend all rights granted under Federal or State statutes regarding the Family Medical Leave Act, which allows qualifying employees to take up to twelve (12) weeks unpaid leave. Any FMLA leave must run concurrently with the use of sick leave, vacation leave, or a leave under Article 13.
- 13.8 Employees who are members of the military shall be entitled to military leave as provided by State and Federal Law, where applicable.

#### **ARTICLE 14** **INSURANCE**

- 14.1 Single Coverage. The Employer shall pay the single premium for the group hospital/medical/dental and life disability plan for regular employees. The Employer will pay an additional \$1,200.00 annually into a flex account for regular Employees electing single coverage.

- 14.2 Family Coverage.

Subdivision 1. Effective January 1, ~~2015 for 2015-2017~~ and continuing in 2018 and 2019, the Employer shall pay ~~\$1225.00~~ **\$1125.00 per month** toward family group hospital/medical plan for regular employees. The employee will pay any premium over and above the City contribution.

~~Subdivision 2. Effective January 1, 2016 for 2016, the Employer shall pay \$1,250.00 toward family group hospital/medical plan for regular employees. The employee will pay any premium over and above the City contribution.~~

~~Subdivision 2. The parties agree that if the health insurance premiums increase or decrease twenty percent (20%) or more as anticipated for 2018 or for 2019, they will re-open this Agreement on the subject of health insurance contributions only and meet and negotiate the amount of the Employer's contribution and the amounts employees will pay towards coverage.~~

Subdivision 3. The Employer will place the difference between the Employer contribution and the actual cost of the premium into a Flexible Account for employees electing to take family coverage.

- 14.3 Employees may obtain dependent coverage under the group plan referred to in 14.2 by payroll deduction at the required amount required by the carrier for coverage.

**ARTICLE 15**  
**SENIORITY, PROBATIONARY PERIODS**

- 15.1 Any newly hired or rehired employee shall serve a one year probationary period, during which time they may be terminated at the sole discretion of the Employer.
- 15.2 Upon completion of probationary period, employees shall become regular employees within the meaning of this Agreement, and shall be credited with seniority dating from the date of continuous employment with the Employer.
- 15.21 The principals of seniority shall apply in layoffs, recalls, and transfers, provided, however, no regular employee shall be laid off while probationary employees are working and provided further that the senior employee is qualified to perform the work available.
- 15.22 Notices of job vacancies and new positions within the designated bargaining unit shall be posted by the City Clerk for a period of seven (7) working days and first consideration shall be given to present employees covered by this Agreement, provided no applicant will be selected unless the applicant:
- a. Has the necessary qualifications to meet the standards of the vacancy; and
  - b. Has the ability to perform the duties and responsibilities of the job vacancy; and
  - c. Applies within the seven (7) day posting time.

An employee assigned to the posted job shall be on probation at the Employee's present rate for thirty (30) days during which time the Employee may be returned to their former position upon request or at the discretion of the Employer, but without loss of seniority.

- 15.3 Regular employees shall not be reduced in pay when temporarily assigned to work in a classification lower than that to which they are normally assigned. For purposes of this subsection, "temporarily assigned" shall be interpreted to mean thirty (30) calendar days.
- 15.4 The Employer shall maintain an appropriate seniority list and provide a copy to the Union.

**ARTICLE 16**  
**DISMISSALS, DISCIPLINE, RETIREMENT**

- 16.1 Regular employees shall be discharged only for just cause.
- 16.2 It is mutually understood and agreed that in establishing and administering disciplinary procedures that the concept of "progressive discipline" shall prevail, although, it is

recognized that there are some offenses which may, due to their nature require more stringent discipline than normal process. The normal disciplinary progressive shall be:

- V Verbal Reprimand
- W Written Reprimand
- TL Temporary Layoff with Pay
- TL3 Temporary Layoff without Pay for Three (3) Working Days
- ~~TL5 Temporary Layoff without Pay for Five (5) Working Days~~
- D Discharge

- 16.22 Employees who are subject to a written reprimand, suspension, or discharge may grieve such actions through the provisions of Article 6, provided if no appeal is made on such disciplinary action within seven (7) calendar days of its occurrence or notice of, this right shall be deemed waived.
- 16.23 Employees who are suspended or discharged will be notified of such action in writing, a copy of which will be given to the Union Steward.
- 16.3 There is no mandatory retirement age for employees, except in those positions where a bonafide occupation qualification exists.
- 16.4 Employees wishing to resign in good standing shall provide two (2) weeks notice.

#### **ARTICLE 17** **WAGES**

- 17.1 All employees covered by this Agreement shall be paid in accordance with Schedule "A" attached hereto and made a part of this Agreement. ~~(The general pay increase for all wages steps for 2017 is + \$0.75 and 2.5%, for 2018 is 2.5%, and for 2019 is 2.5%)~~
- 17.2 Employees called for jury duty shall be paid the difference between their regular pay and the amount received for jury duty, excluding any per diem.
- 17.3 Employees shall be paid on the fifteenth (15) and last day of the month.

#### **ARTICLE 18** **WAIVER**

- 18.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby suspended.
- 18.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms and condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer

and Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms and conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.

**ARTICLE 19**  
**EMPLOYEE POLICY**

- 19.1 The Union hereby accepts the City of Ada Employment Policy as currently adopted and agrees that except as herein specifically modified, the Employee Policy shall govern. In the event of a conflict between this Agreement and the Employee Policy, this Agreement shall govern.

**ARTICLE 20**  
**DRUG TESTING**

- 20.1 The Union agrees that all Public Works Department workers must have a Commercial Driver's License (CDL). Furthermore, all employees will comply with the Chemical Dependency Policy of the City of Ada Employment Policy. All employees shall sign a release of any drug testing reports. A copy of all drug testing reports will be given to the City and may be used in disciplinary actions.

**ARTICLE 21**  
**SAVINGS CLAUSE**

- 21.1 This Agreement is subject to laws of the United States, the State of Minnesota, or the City of Ada. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. The voided provision may be renegotiated at the written request of either party.

**ARTICLE 22**  
**DURATION**

- 22.1 Except as otherwise specifically provided, this Agreement shall be effective from January 1, 2015, 2017 until December 31, 2016-2019, and shall remain in effect from from year to year thereafter unless either party shall give written notice ninety (90) days prior to any anniversary date of its desire to amend or terminate the Agreement.

22.2 IN WITNESS THEREOF, the parties hereto have set their signatures on this \_\_\_\_ day of ~~October, 2015.~~ **December 2016.**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 65, LOCAL 3064**

**CITY OF ADA, MINNESOTA**

\_\_\_\_\_  
AFSCME Union Representative

\_\_\_\_\_(date)

\_\_\_\_\_  
Mayor, City of Ada

\_\_\_\_\_(date)

\_\_\_\_\_  
Union Steward/President

\_\_\_\_\_(date)

\_\_\_\_\_  
City Clerk/Treasurer

\_\_\_\_\_(date)

**SCHEDULE "A" CITY OF ADA HOURLY RATES OF PAY  
2015 & 2016**

**Hourly Rate of Pay for the positions in this unit for 2015 (retroactive to January 1, 2015)  
shall be: (2015 Rate = 2014 Rate plus 2.5%)**

Hire	<del>—————</del> \$14.21
1 <sup>st</sup> Year	<del>—————</del> \$15.36
2 <sup>nd</sup> Year	<del>—————</del> \$15.99
3 <sup>rd</sup> Year	<del>—————</del> \$16.87
4 <sup>th</sup> Year	<del>—————</del> \$17.75

Hourly Rate of Pay for the positions in this unit ~~in 2016~~ effective January 1, 2017 shall be:  
(effective January 1, ~~2016~~ 2017; Add \$0.75 + 2.5% to each step of the 2015-6 Hourly  
Rate)

		<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>
Hire	<del>\$14.57—</del>	15.70	16.10	16.50
1 <sup>st</sup> Year	<del>\$15.74</del>	16.90	17.32	17.75
2 <sup>nd</sup> Year	<del>\$16.39</del>	17.57	18.01	18.46
3 <sup>rd</sup> Year	<del>\$17.29</del>	18.49	18.95	19.43
4 <sup>th</sup> Year	<del>\$18.19</del>	19.41	19.90	20.40

Licensed Water/Wastewater Operator

	<del><u>1/1/2015</u></del>	<del><u>1/1/2016</u></del>	<u>1/1/2017</u>	<u>1/1/2018</u>	<u>1/1/2019</u>
Hire	<del>\$18.11</del>	<del>\$18.56</del>	19.79	20.28	20.79
1 <sup>st</sup> Year	<del>\$19.07</del>	<del>\$19.55</del>	20.04	20.54	21.05
2 <sup>nd</sup> Year	<del>\$19.81</del>	<del>\$20.31</del>	21.59	22.13	22.68
3 <sup>rd</sup> Year	<del>\$20.56</del>	<del>\$21.07</del>	22.37	22.93	23.50
4 <sup>th</sup> Year	<del>\$21.31</del>	<del>\$21.84</del>	23.15	23.72	24.31

In addition to their regular straight time earnings, employees shall receive longevity pay on the following basis: (+\$25/yr in 2017, + \$35/yr in 2018, + \$50/yr in 2019)

		<u>2017</u>	<u>2018</u>	<u>2019</u>
After five (5) – nine (9) years of service	<del>\$60.00</del>	\$85	\$120	\$170 per year
After ten (10) – fourteen (14) years of service	<del>\$120.00</del>	\$145	\$180	\$230 per year
After fifteen (15) – nineteen (19) years of service	<del>\$180.00</del>	\$205	\$240	\$290 per year
After twenty (20) – twenty-four (24) years of service	<del>\$240.00</del>	\$265	\$300	\$350 per year
After twenty-five (25) – Twenty-nine (29) yrs of service	<del>\$312.00</del>	\$337	\$372	\$422 per year
After thirty (30) – thirty-four (34) yrs of service	<del>\$372.00</del>	\$397	\$432	\$482 per year
After thirty –five (35)–thirty-nine (39) yrs of service	<del>\$432.00</del>	\$457	\$492	\$542 per year

The anniversary date of an employee shall be their seniority date for longevity purposes, and each employee shall be given credit for years already worked.

Longevity shall be payable in a lump sum on December 1 of each year.

Employees will receive the normal rate of pay for time spent in traveling to Employer required meetings and training classes (windshield time).

Effective January 1, 2003, differential pay for line work will be \$3.00/hour.

Line work is defined as: Work on energized or unenergized high voltage and secondary lines, transformer hookups, service connects, framing poles and other electrical utility line work normally performed by an electrical lineman.

The differential pay for line work will only be paid to public works personnel who are required to work on electrical utility but whose job description does not include this type of work.

Effective January 1, 2009, Employees with certifications requested by the department head and approved by the City Council shall receive an additional \$0.50 per hour per certification. These certifications cannot be a requirement of the employee's current job description.

## **Accounting Clerk (Assistant Clerk) Hiring Recommendation**

Situation: Following the departure of the City's Accounting Clerk, a decision was made to improve business operations and modernize practices in City Hall. Over the last nine months, the City has retained contract accountants to one: identify any deficient and/ or antiquated practices and assist City Hall in modernizing accounting and financial management; two, locate any efficiencies that can be gained using Banyon software and three, train City staff on more effective use of the Banyon application. This arrangement confirmed the Administrator's suspicions and resulted in the discovery of numerous efficiencies that streamlined accounting practices and also identified several practices that have cost the City tens of thousands of dollars per year. It is now time to fill the position.

Panel: John Hintz, Councilmember; John Rosenberger, Councilmember; Stephanie Knutson, Utility Clerk; James Leiman, Administrator.

Recommendations: It is recommended that the City hire Doug Marcussen at the max rate available for this position. Doug brings over 20 years of experience in accounting including over a decade of public sector financial management (Wild Rice Water District). In addition, Mr. Marcussen is familiar with the Banyon application and the functions at City Hall given his experience with Ada government and his six months of contract work. Doug however introduces a unique constraint, managing his accounting business in addition to City accounting functions. Doug has guaranteed the City of Ada an average of 32 hours per week or 1664 hours over the year. During the months of February, March and April, Doug's hours will be unconventional; a business impact mitigation strategy is recommended below to ensure that City Hall operations remain smooth.

Why Doug- It is very difficult to get this level of experience and knowledge at the offered hourly rate. As such, smaller communities either have to pay more for the work or accept some level of concession. By having Mr. Marcussen perform this function, there is not only the ability to maintain top notch and current financial practices but also ensure that there is continuity of operations should there be a change in City management.

Proceeding Point Forward: The panel recommends the following:

1. Check references and then offer Doug Marcussen the position with full benefits granted Mr. Marcussen averages 32 hours per week; pro rate leave accumulation. Agreed upon arrange will include:
  - a. A minimum 1,664 hours per annum to receive full benefits
  - b. 1 May-31 December and all of January each year- normal 40 hour work weeks
  - c. 1 Feb to the end of April- 10-1 every week day
2. Should Doug accept, hire a part-time office assistant to assist with front office operations from the end of January through April 30<sup>th</sup> at \$13 per hour. This individual will assist with customer service, utility payment processing and typing meeting minutes. During this period, Doug will work with the Administrator during non-business hours to process monthly financials and payroll.
3. This arrangement enables cost savings, superb levels of service and advanced subject matter expertise. It is the opinion of the panel that it is a win-win for everyone.

Letter of Interest and resume for Doug Marcussen is attached.



December 2, 2016

Mr. James Leiman, City Administrator  
15 4<sup>th</sup> Avenue E  
Ada, Mn 56510

Dear Mr. Leiman,

Thank you for the invite to apply for the position of Assistant City Clerk for the City of Ada. This position was brought to my attention from the Norman County Index.

Having served as a consultant for the City the past seven months, I have found the position to be a good challenge. Learning the process of the financial reporting and discovering different ways to save the City money has been very enjoyable. I believe I could continue to assist the City in the same manner.

Thank you again for this opportunity, I look forward to hearing from you regarding this position.

Sincerely,  


Douglas, J Marcussen, EA

**Douglas James Marcussen**

11 E 4<sup>th</sup> Avenue  
Ada, Minnesota 56510  
(218) 784-6002

---

**Professional Objective**

Seeking the opportunity to assist the Administrator and Council in maintaining the accounting for the City of Ada.

**Education**

Bachelor of Science, Moorhead State University, Moorhead, MN, May 1986  
Majored in Accounting

**Work Experience**

**Skills**

**Accounting:**

Assisted the Wild Rice Watershed for 20 plus years maintaining their governmental accounting system. We used Quickbooks software to accommodate the needs of the organization. I have owned and operated my accounting practice for the last 14 years, specializing in tax, accounting, and payroll. During this time I have self-taught myself to use a variety of software to suit the needs of my business. I have also been a consultant for a variety of clients in different professions.

**Administrative  
& Supervision:**

Have managed, trained, supervised, hired and fired employees for the last 15 years.

**Summary**

1987-1989     **Accountant**, North Star Foods, Inc, St. Charles, MN

1989-1991     **Tax Accountant**, Haugen, Wright, Johnson, and Mohagen CPA  
Fargo, ND

1991- Present     **Tax Accountant** – Marcussen Accounting Service, Ada, MN

References     Available upon request

# APPLICATION FOR EMPLOYMENT

We are an equal opportunity employer, dedicated to a policy of non-discrimination in employment on any basis including race, color, age, sex, religion, handicap or national origin.

## PERSONAL INFORMATION

Date 12/2/2016

Name Marussen Douglas James  
Last First Middle

Present Address 11 E 4<sup>th</sup> Ave AOA MN 56510  
Street City State Zip

Permanent Address 510 W 7<sup>th</sup> Ave AOA MN 56510  
Street City State Zip

Phone No. 208-474-0042

Referred By Website Are you 18 years of age or older?  Yes  No

## EMPLOYMENT DESIRED

Position Assistant City Clerk Date You Can Start Immediate Salary Desired \$18.00+/hr.

Are You Employed Now?  Yes  No If So May We Contact Your Present Employer?  Yes  No Self-Employed

Ever Applied to this Company Before?  Yes  No Where? AOA When? 5/2016

## EDUCATION

	Name and Location of School	Circle Last Year Completed	Did You Graduate?	Subjects Studied and Degree(s) Received
High School	<u>AOA High School</u>	1 2 3 <input checked="" type="radio"/> 4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
College	<u>Moorhead State University</u>	1 2 3 <input checked="" type="radio"/> 4	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Bachelor of Science Accounting</u>
Trade, Graduate, Business or Correspondence School		1 2 3 4	<input type="checkbox"/> Yes <input type="checkbox"/> No	

## GENERAL

Subjects of Special Study or Research Work Taxes - Payroll and all forms of income tax.

Job Related Skills (computer, driver's license certifications, etc.) I have worked with the Banyon software now for 6 months. Also skilled with Excel and Word.

**EMPLOYMENT HISTORY** List below your last four employers, starting with the last one first. *See attached resume*

Date Month and Year	Name and Address of Employer	Phone Number	Supervisor	Salary (upon leaving)	Position	Reason for Leaving
From						
To						
From						
To						
From						
To						
From						
To						

**REFERENCES** List below three persons not related to you, whom you have known at least one year.

Name	Address	Phone Number	Position	Years Acquainted
1 <i>Darin Ranney</i>	<i>AOA, MN</i>	<i>784-2588</i>	<i>Insurance</i>	<i>20 yrs</i>
2 <i>Kelly Myers</i>	<i>AOA, MN</i>	<i>784-2002</i>	<i>Sales</i>	<i>20 yrs.</i>
3 <i>Dan Rohrbaugh</i>	<i>AOA, MN</i>	<i>218-368-5257</i>	<i>Hosp. Admin</i>	<i>10 yrs</i>

If you are to be hired by the company, you will be required to attest to your identity and employment eligibility, and to present documents confirming your identity and employment eligibility. You cannot be hired if you cannot comply with these requirements.

**AUTHORIZATION**

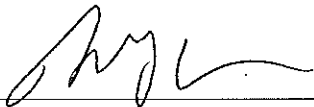
I certify that the facts contained in this application (and accompanying resume, if any) are true and complete to the best of my knowledge. I understand that any false statement, omission, or misrepresentation on this application is sufficient cause for refusal to hire, or dismissal if I have been employed, no matter when discovered by the Company.

I understand that any employment is conditioned on a background check. I authorize the Company to thoroughly investigate all statements contained in my application or resume, and I authorize my former employers and references to disclose information regarding my former employment, character and general reputation to the Company, without giving me prior notice of such disclosure. In addition, I release the Company, any former employers and all references listed above from any and all claims, demands or liabilities arising out of or related to such investigation or disclosure.

I understand and agree that nothing contained in this application, or conveyed during any interview, is intended to create an employment contract. I further understand and agree that if I am hired, my employment will be "at will" and without fixed term, and may be terminated at any time, with or without cause and without prior notice, at the option of either myself or the Company. No promises regarding employment have been made to me, and I understand that no such promise or guarantee is binding upon the Company unless made in writing by an authorized Company representative.

If I am offered employment I agree to submit to a medical examination and drug test, if required, before starting work. If employed, I also agree to submit to a medical examination or drug test at any time deemed appropriate by the Company and as permitted by law. I consent to such examinations and tests, and I request that the examining doctor disclose to the Company the results of the examination, which results shall remain confidential and segregated from my personnel file. I understand that my employment or continued employment, to the extent permitted by law, is contingent upon satisfactory medical examinations and drug test, if required, and if I am hired a condition of my employment will be that I abide by the Company's Drug and Alcohol Policy.

I understand that acceptance of this form does not indicate there is a position open and does not obligate the Company to hire. If hired, I agree to abide by all Company work rules, policies and procedures. The Company retains the right to revise its policies or procedures, in whole or in part, at any time.

Date 12/2/2014 Signature 

**Ordinance No. 470**  
**AN ORDINANCE AMENDING ORDINANCES ESTABLISHING THE**  
**CHARGES PERTAINING TO THE WATER, SEWER AND ELECTRIC RATES**  
**WITHIN THE CITY OF ADA**

**THE CITY COUNCIL OF ADA, MINNESOTA DOES HEREBY ORDAIN:**

SECTION 1. Section 70-40 is hereby amended to read as follows:

“Section 70-40 Electric, Water and Sewer Rates.

Electric, water and sewer rates are as follows:

(1) Residential Power Rate.

All kwh at 6.99 cents per kwh.  
Service charge of \$11.00 per month.

(2) Commercial Power Rate.

All kwh at 7.68 cents per kwh.  
Service charge of \$12.00 per month.

(3) Water Heating Rate.

All kwh at 7.68 cents per kwh.  
Service charge of \$11.00 per month.

(4) Industrial Power Rate.

All kwh at 6.629 cents per kwh.  
Service charge of \$17.00 per month.

(5) Demand Charge.

All industrial customers utilizing demand power will be billed a demand charge of \$7.25 per kilowatt (kw).

(6) Off-Peak Rate.

- a. Off-Peak Rates. All kwh at 5.01 cents per kwh metered by an off-peak meter. A service charge of \$11.00 per month the year-round regardless of usage shall be paid. Customers without off-peak meters as approved but controlled in accordance with No. 5c and paying regular power rates shall receive a \$11.00 per month credit applied to their utility bill.

- b. Qualified heating and cooling devices. The following devices qualify for off-peak rates: All water heaters, air conditioners, devices including slab heat, either in a concrete floor or bed or sand or gravel; dual fuel furnaces capable of furnishing heat from at least one other source besides electricity and wired to switch from one source to other as needed; separate heating units, including electric baseboard heat and a natural gas or fuel furnace provided it is controlled under the loan management system. Temporary devices, such as portable heaters and fans, are specifically excluded from the off-peak rate.
  - c. Installation. To qualify for the off-peak rate, each device will be controlled by a control device furnished and installed free of charge by the city. The city will furnish meter bases, meters and installation of both, as well as installation of the loan control device. All meters will be installed permanently on the outside of the premises for maintenance and meter reading access. All off-peak usage shall be metered on a separate meter and shall not be sub-metered unless previous authorization is given by the water and light board.
  - d. Access fee. Each parcel of real property receiving electrical services shall pay an access fee of \$75.00 or such other rate as shall be set by city council resolution.
- (7) Water Rate.

The following rates are established:

- a. All cubic feet (CuF) at \$4.41 per 100 CuF.
- b. The Service Charge shall be \$15.75 per month.

Anyone using water for anything but household purposes: such as washing cars, sprinkling lawns or gardens, without a meter will be subject to immediate shut off, unless a suitable place free from freezing and readily accessible for reading is provided for installation and a request for installation of a meter is made. Customers will be held liable for damaged or frozen meters. During a fire call all sprinkling is prohibited when the fire is within the city limits, or water is being used from City water mains to fight said fire.

- c. Supplementary Water Bond Service Fee of \$6.88 per month, per meter, to begin on January 1, 2016 and end on December 31, 2035.

(8) Sewer Rate.

The sewer rate charge is directly related to the metered water usage for the same period of time and shall be charged at the rate of \$2.65 per 100 cubic feet (CuF) of water usage.

A Service Charge of \$12.75 per month will apply to sewer service.

(9) Utility Service Rates for “Out of City” Property.

- a. For each parcel of real property outside of the corporate limits of the City of Ada which received utility service (i.e. water, sewer or electricity) from the City of Ada, there shall be an additional service charge of \$5.00 per month, per utility, which shall be charged in addition to the normal service charge.
- b. For each such parcel receiving the utility services from the City of Ada, there shall be an additional surcharge of ten (10%) percent of the usage rate, over and above the normal usage rate charge.
- c. The initial service charges and utilities provided in paragraphs a. and b. above shall be included in the monthly billing.

SECTION 2. Effective Date: This ordinance shall become effective thirty (30) days after publication.

Upon being put to a vote, the above Ordinance was duly passed after a second reading by the City Council of the City of Ada this 3<sup>rd</sup> day of January 2017, by the following vote:

Ayes:

Nays:

Absent:

\_\_\_\_\_  
Jim Ellefson, Mayor

ATTEST:

\_\_\_\_\_  
James Leiman, Administrator, Clerk-Treasurer

**RESOLUTION NO. 2017-01-01**

**STATE OF MINNESOTA  
COUNTY OF NORMAN  
CITY OF ADA**

**RESOLUTION AGREEING TO MAINTAIN ADA RAILWAY BED TRAIL  
FACILITY**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ADA THAT:**

WHEREAS: The Federal Highway Administration (FHWA) requires that states agree to operate and maintain facilities constructed with federal transportation funds for the useful life of the improvement and not change the use of right of way or property ownership acquired without prior approval from the FHWA; and

WHEREAS: Transportation Alternatives projects receive federal funding; and

WHEREAS: the Minnesota Department of Transportation (MnDOT) has determined that for projects implemented with alternative funds, this requirement should be applied to the project proposer; and

WHEREAS: [city county or agency name] is the sponsoring agency for the transportation alternatives project identified as [project name].

THEREFORE BE IT RESOLVED THAT the sponsoring agency hereby agrees to assume full responsibility for the operation and maintenance of property and facilities related to the aforementioned transportation alternatives project.

The foregoing resolution was introduced by Council member and seconded by Council member who moved its adoption and vote on the acceptance was recorded as follows:

Ayes:

Nayes:

Absent:

The Mayor then declared this resolution passed this 3rd day of January, 2017.

Dated: January 3, 2017

\_\_\_\_\_  
Jim Ellefson, Mayor

ATTEST:

\_\_\_\_\_



James Leiman, City Administrator, Clerk-Treasurer

