

May Special Session

Time: May 22, 2018 at 5:30

Location: City of Ada Council Chambers

- I. James Leiman Consulting Agreement
- II. First reading: Ordinance No. 476 An Ordinance Amending City of Ada Animal Code Sec. 14-100
- III. First reading: Ordinance No.477 An Ordinance Amending City of Ada Nuisance Code Sec. 34-33
- IV. Ward and Election Discussion
- V. Regular Council meeting time change discussion
- VI. Onsale closure and next steps
- VII. Adjourn

CONSULTING AGREEMENT

THIS AGREEMENT, effective this 22nd day of May, 2018, entered into by and between the City of Ada, Minnesota (hereinafter referred to as "Client"), and James Leiman (hereinafter referred to as "Consultant") as provided in this Agreement.

WHEREAS, Client wishes to retain Consultant to work with Client's Interim City Administrator to assist with transitional duties related to administration of the City; and

WHEREAS, Consultant is willing to undertake the performance of such services in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereby agree as follows:

1. Consultant will be hired at a rate of \$10.00 per hour.
2. Consultant will only perform work at the direction of the Interim City Administrator or the Mayor and will submit invoices for his services on a monthly basis. Consultant is not authorized to perform more than five (5) hours of work per week under this Agreement unless specifically authorized, in writing, by the Mayor or Interim City Administrator.
3. Consultant agrees to hold all information gained in his role as Consultant strictly confidential.
4. This Agreement shall be in effect from May 11, 2018, to December 31, 2018. This Agreement and its terms may be renewed for a one (1) year time period if agreed upon by the Client and Consultant and a revised contract is signed off upon by both parties prior to its expiration. In the absence of an agreement to renew or earlier cancellation pursuant to its terms, this Agreement shall expire on December 31, 2018.
5. Consultant is an independent contractor, and nothing contained in this Agreement is intended nor should be construed as creating the relationship of co-partners or joint ventures within the City. No benefits, including Workers Compensation, Unemployment Insurance, health insurance, sick leave, vacation rights, etc., or any other benefits available to Client's employees, shall accrue to Consultant performing services under this Agreement, other than those outlined under this Agreement.
6. To the extent applicable, all data collected, created, received, maintained, or disseminated for any purposes by the activities of Consultant because of this Agreement is governed by

the Minnesota Government Data Practices Act, as well as federal regulations on data practices.

7. Client reserves the right to cancel this Agreement at any time and for any reason, with written notice and approval of the Ada City Council.
8. From May 11, 2018 to December 31, 2018, Client agrees to defend, hold harmless, and indemnify Consultant, in his consultant role, pursuant to Minnesota Statutes Sections 466.07 and 465.76. In addition, Client shall defend, hold harmless, and indemnify Consultant from all alleged violations of torts, statutes, laws, rules, and ordinance, provided Consultant was acting in the performance of the duties within this Agreement. Client will compromise and settle any such claims or suit and pay the amount of any settlement of judgment thereon.
9. Consultant shall not enter into or be authorized to enter into any supplemental or ancillary contracts or agreements on behalf of the Client.

Dated _____.

James Leiman

Dated _____.

THE CITY OF ADA, MINNESOTA

By _____
Mayor

ATTEST:

City Clerk

Dated _____.

Ordinance No. 476

An Ordinance Amending City of Ada Animal Code Sec. 14-100

This ordinance would amend Chapter 14, Section 100 of the City Code as follows;

SECTION 1. Code Sec. 14-100 is hereby amended to read as follows;

It is the duty of each person having the custody or control of a dog, cat or other animal to voluntarily and promptly remove any feces left by such dog animal on any sidewalk, gutter, street, park land, other public property, or any public area, and to dispose of the feces in a sanitary manner and to have in immediate possession a device or equipment for the picking up and removal of feces. For the purpose of this section, "public area" includes any property open for public use or travel, even though it is privately owned.

Any person violating this section shall be subject to an administrative penalty in the amount of \$40 for each incident and/or subject to criminal prosecution in accordance with the requirements of Section 14-32 of this Article.

I CERTIFY THAT the above ordinance was passed and adopted by the City Council of the City of Ada at a scheduled special session meeting of the City Council on May 22, 2018.

The motion for the adoption of the foregoing resolution was made by member and duly seconded by member and upon a vote being taken hereon, the following voted in favor thereof:, and the following voted against the same: none, and the following members were absent: .

SIGNED:

WITNESSED:

_____ Attest:

Todd Sawrey

Ashley Larson

Mayor

Interim City Administrator, Clerk-Treasurer

As signed this 22nd day of May, 2018

Ordinance No. 477

An Ordinance Amending City of Ada Nuisance Code Sec. 34-33

This ordinance would amend Chapter 34, Section 33 of the City Code as follows;

SECTION 1. Code Sec. 34-33(5) is hereby amended to read as follows:

...

(5) Accumulations of human or animal waste, feces, manure, refuse or other debris

...

I CERTIFY THAT the above ordinance was passed and adopted by the City Council of the City of Ada at a scheduled monthly meeting of the City Council on May 22, 2018.

The motion for the adoption of the foregoing resolution was made by member and duly seconded by member and upon a vote being taken hereon, the following voted in favor thereof:, and the following voted against the same: none, and the following members were absent: .

SIGNED:

WITNESSED:

_____ Attest:

Todd Sawrey

Ashley Larson

Mayor

Interim City Administrator, Clerk-Treasurer

As signed this 22nd day of May, 2018