

City of Ada
Meeting of the City Council
Tuesday, December 3, 2019 6:00 P.M. – Council Chambers

Agenda

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. 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.*

- V. 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.** November 4, 2019 Council Meeting minutes
 - B.** City Pre-paid checks in the amount of \$77,398.26
 - C.** City Accounts payables in the amount of \$45,127.55

- VI. 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.*

- VII. Presentations with possible discussion and decision.**
 - A.** Moore Engineering Update

- VIII. Reports of Department Heads and Committees**
 - A.** Mayors Report
 - 1) Dedication Award to former Mayor, Todd Sawrey.
 - 2) Appointment of Vice Mayor
 - 3) Appointment of open Council seat

 - B.** Administrator / Clerk / Treasurer Report.
 - 1) Department Updates
 - 2) Approval of Minnesota Teamsters Public and Law Enforcement Employees' Union Contract Local #320
 - 3) Minnesota Pay Equity Compliance Report.
 - 4) Loss Control and Property Inspection Report LMCIT

IX. Old Business

- A. Public Works- Street Sweeper Bids

XII. New Business

- A. Kaleidoscope Guests, December – Nelson/ Krieger, January - Hintz/Opheim, February – Stene/Kroshus
- B. Truth and Taxation Hearing
- C. Ordinance 383 granting Peoples Natural Gas a natural gas franchise for a period of 20 years within the City of Ada.
- D. Approve Agreement for the Pine to Prairie Drug and Violent Crime Task Force
- E. Approve Annual Cigarettes Retail License Holders
- F. Resolution 2019-12-01 Resolution Setting Final Tax Levy
- G. Resolution 2019-12-02 Bank Account Authorization
- H. Resolution 2019-12-03 Final Budget Adoption for 2020

XIII. Adjournment

City of Ada
Meeting of the City Council
Monday, November 4, 2019 6:00 P.M. – Council Chambers

Council Minutes

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. 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.*

- V. 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.** October 8, 2019 Council Meeting minutes
 - B.** October 15, 2019 Special Session minutes
 - C.** October 22, 2019 Special Session minutes
 - D.** City Pre–paid checks in the amount of \$356,585.89
 - E.** City Accounts payables in the amount of \$35,550.71
 - F.** City Accounts payables from October meeting in the amount of \$40,653.70

Motion by Member Hintz, seconded by Member Krieger to approve the Consent Agenda as corrected. Voting for: Opheim, Nelson, Mathsen, Hintz, Kroshus, Stene and Krieger. Against: None Motion Passed

- VI. 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.*

Motion by Member Mathsen, seconded by Member Kroshus to approve the Agenda as amended. Voting for: Opheim, Nelson, Mathsen, Hintz, Kroshus, Stene and Krieger. Against: None Motion Passed

VII. Presentations with possible discussion and decision.

A. Minnesota Energy – Pamela Sarvela

- a. Ordinance 383 granting Peoples Natural Gas a natural gas franchise for a period of 25 years within the City of Ada.

An ordinance to adopt a 25year franchise agreement with Peoples Natural gas will be drafted and reviewed at the next council meeting.

B. Moore Engineering Update

- a. LRIP Update

Dan Hanson of Moore Engineering updated council regarding the Park Street project and what may transpire in the next couple of months. Bids on the project will be let in January. Council will then open bids and if a bid is awarded the project will continue. A discussion of how the specials will be calculated was discussed and it was advised to council to calculate the specials after the project is complete and if landowners want to contend the special assessment, they will have that opportunity. If the new assessment, at the cost of the landowner, comes in at less than what the costs assessment is, the City will have to cover the difference of the new assessment and the actual cost assessment.

NO ACTION TAKEN

- b. Task Orders

Dan Hanson of Moore Engineering presented a couple of Task Orders to council. The two Task Orders would be for the Water Tower Project and the Lift Station Project. The orders would be presented to the MN Department of Health and to the MN Pollution Control for approval. There are engineering costs associated with these Task Orders and council discussed whether to retain Moore Engineering for these Task Orders or to RFP for engineering. Member Opheim thought the charges were enough to merit the conversation of RFP's. Discussion amongst council was to retain Moore Engineering for one or both projects. Two separate motions were entertained for each Task Order.

Motion by Member Hintz, seconded by Member Kroshus to approve the Water Tower Task Order to Moore Engineering in the amount of \$185,480.00. Voting for: Nelson, Mathsen, Hintz, Kroshus, Stene and Krieger. Against: Opheim Motion Passed

Motion by Member Kroshus, seconded by Member Stene to approve the Lift Station Task Order to Moore Engineering in the amount of \$243,600.00. Voting for: Nelson, Mathsen, Hintz, Kroshus, Stene and Krieger. Against: Opheim Motion Passed

c. Master Service Agreement

The next topic for Mr. Hanson to discuss was the Master Service Agreement between the City of Ada and Moore Engineering. The City's Attorney had a chance to review the agreement and with their changes made, council was given the final agreement to approve. The Master Service Agreement is a document that outlines the relationship with the City of Ada and that when Moore Engineering is working on a project with the City, they will reference this agreement in their documentation.

**Motion by Member Hintz, seconded by Member Kroshus to approve the Master Service Agreement with Moore Engineering for 2020. Voting for: Nelson, Mathsen, Hintz, Kroshus, Stene and Krieger. Against: None
Motion Passed**

VIII. Reports of Department Heads and Committees

A. Mayor's Report

See item C. under New Business

B. Administrator / Clerk / Treasurer Report.

1) Department Updates

Administrator Larson gave updates regarding the departments of the city. Public Works is in the process of interviewing candidates for the temporary employee position to fill in for Bruce Nelson. Negotiations with the Police Union were conducted and are awaiting the written contract for approval. A new timecard format is being implemented within the Police Department and will be in place within the department in the near future. Larson commented that the Dekko Center will be losing revenue from the Silver Fit program for seniors who use Blue Cross Blue Shield, this is about a \$200.00 a month loss to the Dekko Center. Dekko Director Brianna Eggen will be looking into ways to work with those members who are participating under that program and try to retain them as members.

2) Elimination of Wards and Council Members Discussion

Administrator Larson brought to council a topic that has been brought up in the past. This is whether to eliminate Wards within the City of Ada. A major number of council members feel the need to eliminate the Wards. Member Hintz expressed his feelings to eliminate the Wards in the hopes of gaining participation from City wide citizens to run for council, as well as city wide representation from all council. This process would take a vote of the people. Member Opheim stated that "if it's not

broke, don't change it" and he stated the cost of going through this process is a waste of money.

**Motion by Member Hintz, seconded by Member Mathsen to approve going ahead with the process to eliminate wards in the City of Ada. Voting for: Nelson, Mathsen, Hintz, Kroshus, Stene and Krieger. Against: Opheim
Motion Passed**

3) Event Center Kitchen Committee Update

Member Mathsen updated council regarding the needs in the Event Center Kitchen. The committee met and decided to keep the freezer and refrigerator in the kitchen, and put the oven, convection oven and steam table up for bids. The committee then recommended getting additional stainless-steel tables and warming table to be used for preparation during events for catering agencies or groups that serve food.

NO ACTION TAKEN

4) Ada liquors one day offsite permit November 7, 2019

The Ada Liquor Store is requesting a one-day offsite permit to be able to serve beverages in coordination with McCollum's Hardware and their Traeger Grill tasting.

Motion by Member Hintz, seconded by Member Kroshus to approve the one-day offsite liquor license to the Ada Liquor Store for November 7, 2019. Voting for: Opheim, Nelson, Hintz, Kroshus, Stene and Krieger. Abstained: Mathsen. Against: None Motion Passed

IX. Old Business

A. Public Works- Street Sweeper

Administrator Larson stated that Public Works Director Rasmusson has inquired with three dealerships for the purchase of a new street sweeper for the City of Ada. Rasmusson is looking at what specs would be best for the City. Payment options are being sought as well. Funds to pay for this piece of equipment would come from Long Term Capital Funds.

NO ACTION TAKEN

XII. New Business

- A. Kaleidoscope Guests November- Mathsen/Hintz, December – Nelson/ Krieger, January - Sawrey/Opheim, February – Stene/Kroshus
- B. Resolution 2019-11-01 Resolution Approving State of Minnesota Joint Powers Agreement with the City of Ada.

Motion by Member Hintz, seconded by Member Mathsen to adopt Resolution 2019-11-01 a Resolution to agree to a joint-powers arrangement between the State of Minnesota and the City of Ada. By roll call vote For: Opheim, Nelson, Mathsen, Hintz, Kroshus, Stene and Krieger. Against: None Motion Passed

- C. Mayor Sawrey resignation letter to the council and the citizens of Ada.
- D. Adopt Resolution 2019-11-2 – a resolution declaring vacancy of the Mayor position in the City of Ada.

Motion by Member Opheim, seconded by Member Kroshus to adopt Resolution 2019-11-02 a resolution to declare a vacancy of the Mayor position within the City of Ada and to accept the resignation of Mayor Sawrey. By roll call vote For: Opheim, Nelson, Mathsen, Hintz, Kroshus, Stene and Krieger. Against: None Motion Passed

XIII. Adjournment

Motion by Member Opheim, seconded by Member Stene to adjourn the meeting at 6:51PM. Voting for: Opheim, Nelson, Hintz, Kroshus, Stene and Krieger. Against: None Motion Passed

MINUTES OF THE PUBLIC WORKS BOARD MEETING

October 28, 2019

Members present: Jacob Kroshus, Bruce Visser, Shawn Roux

Also present: Brian Rasmusson

Members Absent: Casey Krieger, Bob Ramstad

Call meeting to order. 5:32 pm

Jacob Kroshus called the meeting to order.

Approve minutes: Motion; Visser, 2nd Roux to approve minutes from August 26, 2019 and September 30, 2019 PWB meeting. All in Favor, Motion passed.

Items added to agenda: Alley repairs

Approve agenda: Motion- Roux and 2nd Visser. All in favor, motion passed.

Old business:

Water: None

Sewer: None

Electric: None

Street: Mud jacking update; Brian told the board that Mudjackers were here and mud jacked a curbs in Rage Addition, West 6th Ave, West 5th street and did a couple of sections under warranty from last year that Brian wasn't satisfied with. **No action taken, Information only.**

West 8th Ave Culverts; Brian informed the board that the Watershed Board had approved the permit for the culverts on West 8th Ave. and we can finish shaping the up as soon as it dries up more. **No action taken, Information only.**

Other: None

New business:

Water: None

Sewer: None

Electric: None

Street: Brian told the board that he wanted to fix a couple of alleys this fall because if we don't fix them now they will be almost impassable next spring. One alley is between East 7th Ave and East 9th St. and the other alley is north of the Dekko. Both alleys will take a few semi loads of class 5 gravel and the cost for both alleys will be around \$2,100.00, Brian will talk to Ashley before proceeding with the project. R also mentioned that next summer we will focus on repairing more alleys as this year was so wet and most alleys had water standing in them so it was almost impossible to blade them. **No action taken, Information only.**

Other:

Next meeting: November 25, 2019 @ Ada Public Works Department 5:30 PM

Adjourn meeting: Motion – Roux, 2nd by Visser. All in favor, motion passed **5:50 pm.**

December 2019



SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3 Regular City Council Mtg. 6:00 pm City Hall	4	5	6	7
8	9	10	11	12	13	14
15	16 Public Safety Committee 5:30pm Ada Police Dept	17	18	19 EDA mtg – 7:00 am Event Center Mtg Room	20	21
22	23	24	25	26	27	28
29	30 PWB Meeting 5:30 pm at Public Works Bilding	31				

Oct-19 Interim Combined Statement of Cash and Investments

Fund	Cash Balance 9/30/2019	Investment Balance 9/30/2019	OCTOBER Cash Debits	OCTOBER Cash Credits	OCTOBER Invest Debits	OCTOBER Invest Credits	Balance 10/31/2019
General Fund	(792,221.40)	375,465.22	70,020.04	133,813.51	32.45		(480,517.20)
	0.00						0.00
Special Revenue Funds:							0.00
TIF District 2-1 Redevelopment	0.00						0.00
TIF District 2-2 Housing	141,202.16						141,202.16
TIF District 2-3 Housing	39,950.63						39,950.63
Demolition\Blight Fund	(17,155.34)	12,145.45					(5,009.89)
(207) 2015 Revolving Loan Account	55,103.89		2,356.44	20,000.00			37,460.33
(208) Ada Economic Development Revolving Loan	5,238.77	3,832.97	795.00				9,866.74
Library	(35,444.94)	40,566.63		1,087.99			4,033.70
Community Center Maintenance Fund	(528,134.79)	701,043.79		13,311.06			159,597.94
Recreation Development Fund	34,635.83	40,000.00					74,635.83
Long Term Designated Capital	40,730.01	501,218.71		2,065.00			539,883.72
Public Works	(8,364.30)	4,690.92					(3,673.38)
Capital Project - Emergency Services Building	324.29						324.29
Capital Project - Lift Station / Force Main Project	(165,169.92)			320.00			(165,489.92)
Capital Project - New Well	0.00						0.00
Ada Event Center	163,072.77		2,825.00	2,518.95			163,378.82
Community Development Fund	(305,326.30)			81.00			(305,407.30)
Downtown Development District	36,872.43						36,872.43
Debt Service Funds:							0.00
2008 Lease Purchase Fire Hall	33,063.35						33,063.35
2003 G. O. Improvement Bonds (Street Project)	37,371.09	3,539.73					40,910.82
1999 G. O. Water / Sewer Rev Bonds							0.00
2000 G. O. Improvement Bonds	0.00						0.00
	0.00						0.00
Enterprise Funds:							0.00
Water and Sewer Fund	154,084.61	82,914.83	58,525.63	160,313.58			135,211.49
Electric Utility	1,098,466.95	10,179.15	131,158.01	104,813.71			1,134,990.40
Long Term Designated Capital II	169,669.81	626,801.45		23,979.00			772,492.26
Liquor	127,976.17	1,237.75	46,676.83	49,700.37			126,190.38
Total - All Funds	285,945.77	2,403,636.60	312,356.95	512,004.17	32.45	0.00	2,489,967.60
	2,689,582.37						

86,593.90

Frandsen Bank - Savings							1,070.51
Frandsen Bank - Money Market - General							-
Frandsen Bank - Money Market - LT Desig							-
Frandsen Bank - Fire Insurance Proceeds							-
Frandsen Bank - CD's							528,469.81
							-
American Federal Bank CD (LT Desig Cap II)							185,576.81
BancWest Investment Services (LT Desig Cap II)	G607-10400						631,150.69
BancWest Investment Services (Maintenance Funds)	G225-10400						630,012.07
BancWest Investment Services (General)	G101-10400						293,197.18
BancWest Investment Services (LT Des Cap)	G400-10400						133,896.63

Total Balances 10-31-19

2,489,967.60

ACCOUNT PAYABLE - NOVEMBER 2019
 REGULAR COUNCIL MEETING
 Tuesday, December 3, 2019

*Added or Revised Amounts

ADA BUILDING CENTER		
ADA-FELTON COUNTRY STORE	POLICE FUEL	\$ 261.64
ADA-FELTON COUNTRY STORE	PW FUEL	\$ 248.00
AL'S DISPOSAL	NOVEMBER DUMSTER RENTALS	
AMERIPRIDE	NOVEMBER PW- MOPS, TOWELS, MATS	\$ 262.64
AMERIPRIDE	NOVEMBER LQR MATS, MOPS	\$ 57.61
AMERIPRIDE	NOVEMBER POLICE- MATS	\$ 52.33
CARDMEMBER SERVICES	Windows 10 SOFTWARE, STEPH'S COMPUTER, EC CHAIR LEG CAPS, LQR POP	\$ 1,114.55
COCA COLA		
CROWN TROPHY	MAYOR SAWREY PLAQUE	\$ 50.02
FERGUSON WATERWORKS	NEPTUNE METER SOFTWARE MNT 2020	\$ 2,540.08
GODFATHER'S EXTERMINATING	PEST CONTROL, ODOR CONTROL- LQR STORE	\$ 79.09
GREAT PLAINS FIRE	FIRE-UHP SKID UNIT BALANCE	\$ 10,999.50
GREAT PLAINS FIRE	FIRE- GAS METER	\$ 2,837.81
HAWKINS	PW CHEMICALS	
HENRY'S FOODS	LQR- JUICE, TASTE CUPS	\$ 26.32
HYDE, JOE	CH- INSTALL WINDOWS, LABOR SET UP PROGRAMS, HARD DRIVE	\$ 455.00
INDEPTH INSPECTION	NOVEMBER BUILDING PERMIT FEES	
KRJB RADIO	COUNCIL- ANNUAL	
KRJB RADIO	DEKKO	
KRJB RADIO	LIQUOR- ADV-	
LOCATORS & SUPPLIES	PW- BRACKETS	\$ 355.20
MCCOLLUM HARDWARE, INC	CITY HALL- VAC BAGS	
MCCOLLUM HARDWARE, INC	POLICE- SUPLS, AMMO	
MCCOLLUM HARDWARE, INC	PW- TRASH BAGS, TOILET CLEANER, SUPLS, PARTS	\$ 17.48
MCCOLLUM HARDWARE, INC	LQR-	
MCCOLLUM HARDWARE, INC	DEKKO- CLEANING SUPL	
MCCOLLUM HARDWARE, INC	EVENT CENTER- KEYS, CLEANERS	\$ 28.10
MID-CENTRAL ICE	LQR ICE	\$ 15.30

MINNESOTA CHIEFS OF POLICE ASSOC	POLICE MEMBERSHIP 2020	\$ 199.00
MINNESOTA DEPT OF HEALTH	DEKKO POOL WORKER'S COMP INS.	\$ 920.00
MUSCATELL-BURNS FORD	POLICE- 2014 FORD- REPAIR POWER STEERING, ALIGN FRONT END	\$ 2,593.81
NELSON WINDOW COMPANY	DEKKO- DOORS	\$ 2,750.00
NORMAN COUNTY INDEX	DEKKO-	
OFFICE SUPPLIES	CH- OFFICE SUPLS, CHAIR	\$ 309.34
OFFICE SUPPLIES	PW SHIPPING TESTS	
OFFICE SUPPLIES	DEKKO- TONER, RCT BOOK, EMP APPLICATIONS	\$ 105.44
OFFICE SUPPLIES	POLICE -BATTERIES, OFFICE SUPLS	\$ 40.68
OFFICE SUPPLIES	EVENT CENTER- TISSUE,BATTERIES, AIR FRESHENER	\$ 159.77
OFFICE SUPPLIES	LIQUOR- OFFICE SUPLS-	
PEMBERTON,SORLIE,RUFER&KERSHNER	SEPTEMBER- GENERAL ATTORNEY FEES	\$ 523.00
PETRO SERVE USA	PW FUEL	\$ 465.26
PETRO SERVE USA	POLICE FUEL	\$ 206.93
POWERPLAN- RDO	PW- PAYLOADER REPAIRS	\$ 720.88
PRODUCTIVITY PLUS - TITAN	DOT INSPECTION & REPAIRS	\$ 5,011.14
READITECH	MONTHLY HOST MAILBOX.	
RMB ENVIRONMENTAL LAB	WATER TESTING, SEWER TESTING	\$ 398.00
SPIELMAN RADIO	FIRE DEPT. - INSTALL EQUIP IN NEW PICKUP	\$ 2,865.82
SUPERMARKET FOODS	LQR- JUICE, POP FOR MIXES FOR SAMPLING	\$ 7.76
WATER & LIGHT FUND	NOVEMBER UTILITIES	\$ 8,450.05
WEX BANK	POLICE FUEL	
TOTALS		<u>\$ 45,127.55</u>

PRE-PAID CHECKS for NOVEMBER 2019

<u>CHECK #</u>	<u>VENDER</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>Comments</u>
80081	ADA LABOR - SHANE WALTER	11/8/19	\$1,010.00	MOWING CONTRACT
80082	CITY OF ADA GENERAL FUND	11/8/19	\$7.35	CLERK PSTG FOR LANDLORD LTRS
80084	LARSON, ASHLEY	11/8/19	\$50.00	ADMIN OCTOBER CELL PHONE
80142	AASLAND, GERRIE JO	11/20/19	\$27.76	LQR- LINENS
80143	AGED-ALCOHOL & GAMBLIN ENF DIV	11/20/19	\$20.00	LQR BUYERS CARD RENEWAL
80144	AL S DISPOSAL, INC.	11/20/19	\$111.61	PW-NOV DUMPSTER RENT
80145	AMERIPRIDE	11/20/19	\$50.33	POLICE MATS
80146	ARVIG	11/20/19	\$1,695.32	CH-PHONE/INTERNET
80147	AUTO-OWNERS INSURANCE CO.	11/20/19	\$2,807.00	LIFT STATION INS.
80148	BEVERAGE WHOLESALERS, INC	11/20/19	\$261.90	BEER
80149	BOOM ISLAND BREWING	11/20/19	\$30.00	BEER
80150	BREAKTHRU BEVERAGE	11/20/19	\$1,417.20	LQR
80151	DEFIANT DISTRIBUTORS	11/20/19	\$225.00	LQR
80152	DEPT OF ENERGY WAPA	11/20/19	\$22,629.36	OCT ENERGY
80153	D-S BEVERAGES	11/20/19	\$10,070.70	BEER
80154	GROUNDSMAN	11/20/19	\$1,029.00	CEMETERY FALL SPRAYING
80155	HAWKINS INC.	11/20/19	\$40.40	DEKKO-CHEMICALS
80156	HOLM PLUMBING	11/20/19	\$454.95	PW-WOODFORD HYDRANT
80157	JIM S LOCKSMITH SERVICES	11/20/19	\$8.00	EC KEYS
80158	JOHNSON BROS WHLSE LIQUOR CO	11/20/19	\$2,160.88	LQR
80159	K R J B RADIO	11/20/19	\$159.00	FIRE PREVENTION WEEK AD
80160	KIESLER POLICE SUPPLY	11/20/19	\$729.00	POLICE GUN, SUPLS
80161	LEE BROS SALES, INC.	11/20/19	\$386.93	POLICE- OIL CHNG
80162	MCKINNON CO., INC.	11/20/19	\$6,715.72	BEER
80163	MIDSTATES WIRELESS, INC	11/20/19	\$107.50	FIRE- BATTERY PK
80164	MN STATE FIRE DEPT ASSOCIATION	11/20/19	\$175.00	FIRE MEMBERSHIP
80165	MONROE TRUCK EQUIPMENT	11/20/19	\$8,134.00	PW- TRUCK REPAIRS,ADDITIONS
80166	MORRIS ELECTRONICS	11/20/19	\$35.00	POLICE COMPUTER SERVICE

80167	NORTHERN STATES POWER CO.	11/20/19	\$769.00	OCT DIST FACILITIES
80168	NW REGIONAL FIREFIGHTERS ASSOC	11/20/19	\$35.00	FIRE MEMBERSHIP
80169	OFFICE SUPPLIES PLUS	11/20/19	\$55.00	CLERK PAPER
80170	PETRO SERVE USA	11/20/19	\$89.32	PW FUEL
80171	PHILLIPS WINE & SPIRITS CO.	11/20/19	\$5,727.08	LQR
80172	RED RIVER VALLEY CO-OP POWER	11/20/19	\$7,614.56	UTILITIES
80173	SOUTHERN GLAZERS OF MN	11/20/19	\$427.95	LQR
80174	TRANE U.S. INC.	11/20/19	\$1,500.00	NOV MNT INSPECT
80175	VERIZON WIRELESS	11/20/19	\$161.18	OCT POLICE CELL, BROADBAND
80176	WEX BANK	11/20/19	\$108.32	POLICE FUEL
80177	WINE MERCHANTS	11/20/19	\$135.98	LQR
80197	U. S. POSTMASTER	11/27/19	\$225.96	UTILITY BILLING PSTG

\$77,398.26

*** DRAFT COPY ***

Part A: Jurisdiction Identification

Jurisdiction: Ada
15 East 4th Avenue
P.O. Box 32
Ada

MN 56510

Jurisdiction Type: City

Contact: Ashley Larson
Contact: Douglas Marcussen

Phone: (218) 784-5522
Phone: (218) 784-5524

E-Mail: alarson@adamn.gov
E-Mail: dmarcussen@adamn.gov

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was: State Job Match

Description:

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and:

There is no difference and female classes are not at a disadvantage.

3. An official notice has been posted at:

City Hall
(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

City Council
(governing body)

Mayor
(chief elected official)

City Administrator
(title)

Part C: Total Payroll

is the annual payroll for the calendar year just ended December 31.

Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary authority are included

Date Submitted:

Compliance Report

Jurisdiction: Ada
15 East 4th Avenue
P.O. Box 32
Ada MN 56510

Report Year: 2020
Case: 1 - 2020 Report (Private (Jur Only))

Contact: Ashley Larson Phone: (218) 784-5522 E-Mail: alarson@adamn.gov

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	5	7	2	14
# Employees	10	20	7	37
Avg. Max Monthly Pay per employee	3,947.00	2,620.70		2,999.11

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 70.00 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	3	3
b. # Below Predicted Pay	2	4
c. TOTAL	5	7
d. % Below Predicted Pay (b divided by c = d)	40.00	57.14

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 28	Value of T = -0.606
------------------------------	---------------------

- a. Avg. diff. in pay from predicted pay for male jobs = \$11
- b. Avg. diff. in pay from predicted pay for female jobs = \$48

III. SALARY RANGE TEST = 86.15 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 6.40
- B. Avg. # of years to max salary for female jobs = 7.43

IV. EXCEPTIONAL SERVICE PAY TEST = 71.43 (Result is B divided by A)

- A. % of male classes receiving ESP 80.00 *
- B. % of female classes receiving ESP 57.14

*(If 20% or less, test result will be 0.00)

Job Class Data Entry Verification List

Case: 2020 Report

Job Nbr	Class Title	Nbr Males	Nbr Females	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
1	Desk Clerk	0	6	F	97	\$1,490.00	\$1,986.00	8.00		
2	Lifeguard	2	7	F	100	\$1,856.00	\$1,887.00	8.00		
3	Public Works Seasonal	2	0	M	120	\$1,675.00	\$2,201.00	8.00		
4	Retail Clerk	2	3	B	139	\$1,918.00	\$2,333.00	8.00		
5	Pool Activities Coordinator	0	1	F	167	\$2,122.00	\$2,812.00	8.00		
6	Street Maintenance Worke	4	0	M	195	\$2,721.00	\$3,536.00	4.00		Longevity
7	Accounting and AP Clerk	1	1	B	198	\$2,721.00	\$3,709.00	4.00		Longevity
8	Police Secretary	0	1	F	198	\$2,721.00	\$3,536.00	4.00		Longevity
9	Police Officers	2	0	M	254	\$3,446.00	\$4,482.00	4.00		Longevity
10	Liquor Store Manager	0	1	F	291	\$3,588.00	\$4,917.00	8.00		Longevity
11	Parks and Rec Manager	0	1	F	291	\$3,588.00	\$5,000.00	8.00		Longevity
12	Police Chief	1	0	M	353	\$3,995.00	\$5,460.00	8.00		Longevity
13	Public Works Director	1	0	M	363	\$4,686.00	\$6,500.00	8.00		Longevity
14	City Administrator	0	1	F	417	\$6,000.00	\$7,250.00	8.00		Longevity

Job Number Count: 14



November 22, 2019

Ashly Larson - alarson@adamn.gov
Brain Rasmusson - brasmusson@adamn.gov
City of Ada

Re: Property Preservation Survey, November 21, 2019.

Dear Ashly and Brain,

On the above date, I met with you to discuss loss control topics pertaining to the City of Ada. This was in conjunction with the city's participation in the League of Minnesota Cities Insurance Trust (LMCIT) property, liability and/or workers' compensation program.

Purpose of Visit

The primary purpose of my visit was to discuss various facility management program resources to assist the city in its goal of preserving city buildings from damage through prevention and early detection techniques.

General Loss Control Discussion

We discussed, and I left a brochure on the LMCIT Member Center which allows you to access the city's workers' compensation and property & liability renewals as well as claim data.

Property Preservation: Claim Activity Scenarios

No city will ever fully understand the impact of any severe loss until they have experience one. Once the initial shock subsides is when all the "why" questions start to get asked. But these same "why" questions should be asked when any property loss occurs, regardless of severity.

- Why was that contractor cutting pipe without a fire watch, and why didn't we ask about their hot work permitting system?
- Why didn't we monitor the temperature in our community center before the failed furnace allowed the pipes to freeze?
- Why didn't we inspect our roof after that last severe storm, before the mold appeared?
- Why didn't we use an infrared camera to detect failing equipment and various components of the building envelope before it failed?
- Why didn't we use the HVAC contractor to annually inspect our system before it failed?

When an effective Facility Management Program is implemented, it can give the city piece of mind that all reasonable steps have been taken to prevent or minimize facility damage.

Managing the Exposure

There are two key components of a Facility Management Program. The first component is what can the city do to minimize or eliminate the probability of property damage occurring. The second component

is what steps and procedures which should be followed to minimize the possibility of a financial loss due to fire, theft, natural disasters, etc. Combined, these two phases comprise a complete Facility Management Program.

Survey Overview

This survey included the areas below where we discussed building preservation including the frequency of inspection, testing and maintenance and who is responsible for completing each task.

- General Administrative Programs
- Facility Exterior
- Roofs
- HVAC
- Electrical Services
- Special Hazards (Flammable, Cooking, & Welding)
- Plumbing

Site Visits

In addition to discussing policies and practices in general, we visited the community center and public works shop buildings to confirm the city's efforts already taking place, and to identify areas where future improvement should be considered.

Summary of Solutions

- Assign Responsibilities
- Develop Emergency and Maintenance Plans
- Perform Inspections and Make Repairs
- Install, Test and Maintain Monitoring and Suppression Systems

Conclusions

The City of Ada already has provisions in place to preserve its facilities, taking additional steps will strengthen the city's efforts towards facility preservation.

Recommendations

I've included loss control recommendations to strengthen the city's ability to preserve its facilities for your consideration in the appendix. We also reviewed previous recommendations regarding Employee Safety and ADA, they've either been evaluated & completed, or considered for the future.

The decision to complete the recommendations, either in part or in full or the decision not to complete recommendations, lies entirely with the city. LMCIT believes completion of recommendations can ultimately reduce property, liability or workers' compensation losses.

Service Plan

We discussed possible areas of focus for our next Loss Control visit. General Liability is one option we discussed, but we can consider others next year. I will plan to contact you in approximately one year to schedule the next loss control meeting.

Thanks again for the time and courtesy extended to me during my visit. As always, if you have safety or loss control related questions, please do not hesitate to contact me.

Sincerely,

Recommendations and comments are provided for loss control and risk exposure improvement purposes only. They are not made for the purpose of complying with the requirements of any law, rule or regulation. We do not infer or imply in the making of these recommendations and comments that all sites were reviewed or that all possible hazards were noted. The final responsibility for conducting loss control and risk management programs rests with the member.



Joe Ingebrand, CSP, MIS
Senior Loss Control Consultant
612-968-1449
jingebrand@lmc.org

c: don@Kappesleiran.com

Resources Left at Time of Visit:

- LMCIT Member Center
- Roof Inspection Form
- Facility Inspection Form
- Hot-Work Permit

Attachments:

- Facility Inspection Form
- Roof Inspection Form
- Facilities Managers Property Guide

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Recommendation Appendix

Below are items we discussed and/or viewed during my visit to the City of Ada. The City should take a closer look at these areas, using the tools referenced in this letter, attached, and listed below, to identify deficiencies and to use as a guide for improvements.

Recommendations generated from today's visit:

1-11/19 Consider a formalized roof inspection program. It was indicated that you already review roofs annually, consideration should be given to conducting spring and fall roof inspections in addition to inspecting the roof following any severe weather activity. Undetected roof storm damage can lead to delayed property damage such as mold. (See attached roof inspection form.)

2-11/19 Consider performing facility inspections, already completed on some buildings, at each city building annually. This is in an effort to identify and correct issues and perform preventative maintenance activities before property damage occurs. (See attached facility inspection form)

- Facility Exterior & Interior
- HVAC & Plumbing
- Roof

3-11/19 Consider removing the combustible Styrofoam material from the library book drop. This is in an effort to minimize fire in the event an ignition source is deposited into this area. Also, consider restoring the self-closing door mechanism to contain the fire.

Recommendations and comments are provided for loss control and risk exposure improvement purposes only. They are not made for the purpose of complying with the requirements of any law, rule or regulation. We do not infer or imply in the making of these recommendations and comments that all sites were reviewed or that all possible hazards were noted. The final responsibility for conducting loss control and risk management programs rests with the member.

Certification of Truth in Taxation Compliance

TNT

 for Taxes Payable in 2020 (*Minnesota Statute § 275.065, subd. 7*)

Due on or before December 30, 2019. Email as PDF to: PropTax.Admin@state.mn.us.
Email separately. Do not attach to any other documents.

Print or type	Name of Governmental Unit		Name of Person Filling Out Form	
	Mailing address			
	City	State	Zip code	Phone

Proposed Levy Cert.	Certification of 2020 Proposed Property Tax Levy (<i>Not the final property tax levy</i>)	
	Date certified to county auditor (mm/dd/yyyy)	Net Levy Amount (do not leave blank or write "maximum")

TNT Meeting	Truth in Taxation Public Meeting	
	Date meeting held (mm/dd/yyyy)	Time meeting held

Final Levy Certification	Certification of 2020 Final Property Tax Levy	
	Date certified to county auditor (mm/dd/yyyy)	Net Levy Amount
	If final levy is higher than proposed, an explanation is required	

Sign here	<i>I, the representative of the above-named county, city, school district, or metropolitan special taxing district, certify that the information on this form is accurate to the best of my knowledge.</i>		
	Signature of authorized representative	Title	Date

Notifications: Sign up for Truth in Taxation updates through GovDelivery on the Department of Revenue's Truth in Taxation webpage.

Property Tax staff will notify you of any issues. Due to the high volume of submissions, we do not provide confirmation of submission.

REMINDER: Cities with populations under 500 do not need to submit a compliance form.

Ordinance No 478

An Ordinance amending Ordinance No 383. Granting Minnesota Energy Resources, a subsidiary of WEC Energy Group,
a Wisconsin corporation, its successors and assigns,
a natural gas franchise
and the authority to construct, operate, maintain, and extend
a natural gas distribution plant and system,
and granting the right to use the streets, alleys, and other public places
within the present or future corporate limits
of the City, of Ada, Minnesota

Be it ordained by the City Council of the City of Ada, Minnesota, amended to read as follows:

FRANCHISE GRANTED

The City of Ada, Minnesota, (hereinafter referred to as "Grantor") hereby grants a non-exclusive franchise to Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public places as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and appliances necessary or convenient for transmitting, transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

TERM

The rights and privileges granted by this Ordinance shall remain in effect for a period of Twenty (20) years from the effective date of this Ordinance.

GOVERNING RULES AND REGULATIONS

This Ordinance is granted subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by State or Federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however,

should any judicial, regulatory or legislative body, having proper jurisdiction, take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken, so as to allow Grantee to be made whole economically. In determining the rights and duties of the Grantee, the terms of this franchise Ordinance shall take precedence over any conflicting terms or requirements contained in any other Ordinance enacted by the Grantor.

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

CONSTRUCTION AND MAINTENANCE OF COMPANY FACILITIES

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and to the general public as is reasonably necessary; and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this grant, it will use its best efforts to maintain facilities and equipment sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance, except that in emergency situations, Grantee shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affect Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which this work is to proceed. The notice shall be given to the Grantee a sufficient length of time, considering seasonable working conditions, in advance of the actual commencement of the work to permit the Grantee to make any additions, alterations, or repairs to its facilities.

EXTENSION OF COMPANY FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria, make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

RELOCATION OF COMPANY FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, if such removal is necessary to prevent interference and not merely for the convenience of the Grantor, at the cost and expense of Grantee. If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference and not merely for the convenience of the Grantor or other right-of-way user, Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment. Grantor shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause Grantee unreasonable additional expense in exercising its authority under this section. Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of vacating of a public right-of-way. Vacating of a public right-of-way shall not deprive the Grantee of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are first paid to the Grantee.

Any person or corporation desiring to move a building or other structure along, or to make any unusual use of any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the facilities or equipment of the Grantee, shall first give notice to the Grantor and the Grantee and pay a sum sufficient to cover the expense and damage incident to the moving of Grantee's facilities and equipment.

CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information it might request pursuant to this franchise may be of a proprietary and confidential nature. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to such proprietary or commercial value, Grantor and its employees, agents, and representatives shall maintain the confidentiality of that information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief. Grantor shall use all reasonable efforts to ensure that the confidentiality of Grantee's confidential information is maintained.

FORCE MAJEURE

It shall not be a breach or default under this franchise if either party fails to perform its obligations hereunder due to Force Majeure. Force Majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid Force Majeure and to resolve such event as promptly as reasonably possible once it occurs in order to

resume performance; provided, however, that this provision shall not obligate a party to settle any labor strike.

HOLD HARMLESS

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in the constructing, operating, and maintaining of distribution and transmission facilities or appliances of Grantee; provided, however, that Grantee need not save harmless Grantor from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

SEVERABILITY

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

NON WAIVER

Any waiver of any obligation or default under this franchise shall not be construed as a waiver of any future defaults, whether of like or different character.

REPEAL CONFLICTING ORDINANCES

This ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to this franchise and the same shall supersede all prior ordinances pertaining to this franchise agreement, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 383 of the City of Ada Minnesota, is hereby repealed as of the effective date hereof.

EFFECT AND INTERPRETATION OF ORDINANCE

The captions which precede each section of this ordinance are for convenience in reference only and shall not be taken into consideration in the interpretation of any of the provisions of this ordinance.

EFFECTIVE DATE AND ACCEPTANCE

This Ordinance shall become effective and be a binding contract between the Grantor and Grantee, upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon acceptance by Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the City Clerk of the City of Ada, Minnesota. The City Clerk shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance express in writing its objections to any terms or provisions contained therein, or reject this ordinance in its entirety, Grantee shall be deemed to have accepted this ordinance and all of its terms and conditions.

Passed and approved by the City Council of the City of Ada, Minnesota, on this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

**FOURTH AMENDED AND RESTATED
JOINT POWERS AGREEMENT FOR THE
PINE TO PRAIRIE
DRUG AND VIOLENT CRIME TASK FORCE**

THIS FOURTH AMENDED AND RESTATED AGREEMENT is made and entered into by the undersigned, who are units of government responsible for the enforcement of controlled substance, gang, and violent crime laws in their respective jurisdictions. This agreement is made pursuant to the authority conferred upon the parties by the laws of the State of Minnesota, including the Joint Exercises of Powers Act, Minn. Stat. § 471.59.

WHEREAS, the Pine to Prairie Drug Task Force was organized and established by the County of Polk, the City of Crookston, and the City of East Grand Forks, pursuant to a Joint Powers Agreement ("Original Agreement") in 2008; and

WHEREAS, from time to time, the Original Agreement was amended pursuant to its terms by agreement of the parties; and

WHEREAS, an Amended and Restated Pine to Prairie Drug Task Force Joint Powers Agreement ("Amended Agreement") was approved by the parties in early 2014. The Amended Agreement incorporated all previously approved amendments to the Agreement and amended the Agreement to provide for participation by U.S. Customs and Border Protection as a non-voting member; and

WHEREAS, the Amended Agreement has been modified from time to time, and the undersigned parties desire to further amend and restate the Amended Agreement in order to provide for enhanced participation of members to this agreement in the task force as stated below.

NOW, THEREFORE, the undersigned Governmental Units, in the joint and mutual exercise of their powers, agree as follows:

1. Name.

1.1 The name of the joint powers entity created herein shall be the "Pine to Prairie Drug Task Force" (hereinafter "PTPDTF").

2. General Purpose.

2.1 The purpose of this Agreement is to establish an organization to coordinate efforts to investigate, apprehend, and prosecute drug, gang, and violent crime offenders. The PTPDTF shall seek to target felonies that have the likelihood of being related to the distribution of narcotics, gang activity, violent crimes, and/or other cases that have multi-jurisdictional impact.

3. Members.

3.1 The Members of this Agreement shall consist of the following units of government:

The City of Crookston (Full member);
The City of East Grand Forks (Full member);

The County of Polk (Full member);
The County of Roseau (Full Member)
The County of Pennington and the City of Thief River Falls (Full Member - Combined);
The County of Norman (Full Member);
The City of Ada (Associate Member);
The County of Red Lake (Associate Member);
The County of Marshall (Full Member);
The County of Kittson (Liaison Member);
The County of Lake of the Woods (Full Member)
U.S. Customs and Border Protection and Homeland Security Investigations (non-voting, Full Member - Combined);

3.2 The Polk County Attorney's Office shall participate as the legal advisor to the PTPDTF. However, when necessary, each of the respective Members to this Agreement shall obtain legal advice from their respective County Attorneys on cases from their respective jurisdictions.

3.4 The Members to this Agreement shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Members agree to act in good faith to undertake resolutions of disputes, if any, in an equitable and timely manner and in accordance with the provisions of this Agreement.

3.5 Full, Associate, and Liaison Members. Each Full Member to the PTPDTF shall assign at least one experienced peace officer to serve as an Agent on the task force, subject to the provisions set forth below.

3.5.1 Full Members. Each Full Member shall assign a peace officer to be an Agent on the task force, and such assignment shall be the principal assignment of such peace officer.

3.5.2 Associate Members. Each Associate Member is not required to assign a peace officer as an Agent to the task force, but will participate in PTPDTF investigations, operations and activities on occasion. Participation in occasional task force investigations, operations and activities by peace officers from an Associate Member will be initiated by requests from full time PTPDTF Agents or by the initiation of cases by the Associate Member officers that require or would benefit from task force assistance or participation. Task force case participation by Associate Member peace officers is contingent upon the Associate Member agency's supervisory notification and approval, if possible under the circumstances.

3.5.2.1 The following Associate Member agrees to contribute towards the annual budget of the PTPDTF, the following sum:

The County of Red Lake	\$5,000
------------------------	---------

Such funds shall be used by the PTPDTF for buy funds and

operational funds, as directed by the Governing Board.

3.5.2.2 The following Associate Member agrees to contribute the following sum to the Norman County Sheriff's Office to help fund Norman County's assigned Deputy to the PTPDTF:
The City of Ada \$10,000

3.5.3 Liaison Members. Each Liaison Member is not required to assign a peace officer as an Agent to the task force, but will participate in PTPDTF investigations, operations and activities on occasion. Participation in occasional task force activities by peace officers from a Liaison Member will be initiated by requests from full time PTPDTF Agents or by the initiation of cases by the Liaison Member officers that require or would benefit from task force assistance or participation. Task force case participation by Liaison Member peace officers is contingent upon the Liaison Member agency's supervisory notification and approval, if possible under the circumstances.

3.6 Peace officers, who are assigned by Associate or Liaison Members to participate in PTPDTF investigations and operations, shall report to the Task Force Commander or Team Leader(s) during the course of joint operations or investigations. During joint operations and investigations, the Task Force Commander or Team Leader(s) or designee shall update and coordinate with the Associate or Liaison Member officer's supervisor to ensure compliance with work standards and department policy.

3.7 Peace officers, who are assigned by Associate or Liaison Members to participate in PTPDTF investigations and operations, shall be trained in the established operational protocols and practices of the PTPDTF. Operations involving the use of PTPDTF confidential funds shall require involvement of a full time PTPDTF Agent. Use of PTPDTF equipment by Associate Member or Liaison Member officers is allowed after the officer is trained in the use of the equipment and is approved by the Task Force Commander or Supervisor.

4. Term of Agreement.

4.1 This Agreement shall be effective upon execution by the parties hereto and the term of this Agreement shall be for the remainder of the calendar year, thereby terminating on December 31, 2019, unless the Agreement is terminated earlier, pursuant to Section 12.1 of this Agreement.

4.2 The Members agree that this Agreement shall be automatically extended for successive one-year terms upon the same terms, conditions, and covenants, unless the PTPDTF is dissolved prior to expiration of the initial or successive term.

5. Coordinating Agency.

5.1 Unless otherwise provided by resolution of the Governing Board, the City of Crookston shall serve as the Coordinating Agency.

5.2 Acting on behalf of the PTPDTF and its members, the Coordinating Agency shall apply for state and/or federal funding through grant agreements with the Minnesota Department of Public Safety, Office of Justice Programs (OJP) the United States Department of Justice, Bureau of Justice Assistance, and/or any other sources of grant funding available to support the operations and expenses of the PTPDTF ("Grant Funds"). Unless otherwise designated by resolution of the Governing Board, the City of Crookston Chief of Police shall be the "authorized official" as defined in the general policies and procedures for applying for and accepting Grant Funds.

6. Governing Board.

6.1 Creation and Composition. A joint powers board, known as the PTPDTF Governing Board, is established for the purposes contained herein with the powers and duties set forth in this Agreement. The Governing Board shall consist of not less than six members, nor more than 17 members, which shall include two (2) members appointed from each participating Full Member agency and an attorney from the Polk County Attorney's Office. Board members shall not be deemed employees of the PTPDTF and shall not be compensated by it.

6.2 Officers.

6.2.1 At the first meeting of each year, the Governing Board shall elect from the persons representing Full Members a Chair, a Vice-Chair, and such other officers, if any, as it deems necessary to conduct its meetings and affairs. The attorney appointed to the Governing Board shall not be eligible to serve as an officer of the Governing Board. Associate and Liaison Members shall not be entitled to representation on the Governing Board, but shall be entitled to attend meetings of the Governing Board and serve in an advisory role to the Governing Board.

6.2.2 The Governing Board may adopt rules and regulations governing its meetings. Such rules and regulations may be amended from time to time at either a regular or a special meeting of the Board provided that at least ten (10) days prior notice of the meeting has been furnished to each Board member.

6.2.3 The Chair and any other officers so selected shall serve for a term of one (1) year or until the officer ceases to be a Governing Board member, whichever is shorter.

6.2.4 The Chair shall have no more power than any other member of the Governing Board, except that the Chair shall have the authority to do the following:

6.2.4.1 Give notice of any meetings when scheduled or otherwise called;

6.2.4.2 Call meetings to order and provide for their orderly and efficient conduct;

6.2.4.3 Provide for the preparation of minutes of all meetings; and

6.2.4.4 When authorized by the passage of a motion by the Governing Board, execute such contracts, agreements, reports, filings, and other documents as necessary on behalf of the PTPDTF.

6.3 Meetings.

6.3.1 The Governing Board shall meet at least quarterly and shall have such other special meetings at such times and places as Chair of the Governing Board shall determine. Special meetings may be held on three (3) days' notice by the Chair or any two (2) Governing Board members, except that a special meeting to consider adoption of or amendments to the Governing Board's operating rules, pursuant to Section 6.2.2, shall require ten (10) days' notice. The presence of a majority of the duly appointed voting members of the Governing Board at a meeting shall constitute a quorum.

6.3.2 Each Governing Board member shall be entitled to one vote, with the exception of the members from the Polk County Attorney's Office and U.S. Customs and Border Protection and Homeland Security Investigations, whose assigned Governing Board members, who shall act in an advisory capacity only. Proxy voting is not permitted. The Governing Board shall function by a majority vote of the board members present, except as provided herein.

6.3.2.1 An affirmative vote of at least two-thirds of the members shall be required to:

6.3.2.1.1 Approve or amend the budget;

6.3.2.1.2 Abolish or dissolve the PTPDTF; or

6.3.2.1.3 Designate a Coordinating Agency, pursuant to Section 5.

6.4 Duties and Powers.

6.4.1 The Governing Board may adopt and amend such bylaws that it may deem necessary or desirable for the conduct of the business of the Governing Board. Such bylaws shall be consistent with the terms of this Agreement and any applicable laws or regulations.

6.4.2 The Governing Board may enter into any contract necessary or proper for the exercise of its powers or the fulfillment of its duties and may enforce such contracts to the extent available in equity or at law. The Governing Board may authorize the Chair or Vice Chair of the Governing Board to execute those contracts.

6.4.3 The Governing Board may disburse funds in a manner which is consistent with this Agreement and with the method provided by law for the disbursement of funds by the Members to this Agreement. Such disbursements shall be made through the Fiscal Agent approved by the Governing Board.

- 6.4.4 The Governing Board may apply for and accept gifts, grants or loans of money or other property or assistance from the United States Government, the State of Minnesota, or any person, association or agency for any of its purposes. The Governing Board may enter into any agreement in connection therewith, and hold, use and dispose of such money, property or assistance in accordance with the terms of the gift, grant or loan relating thereto.
- 6.4.5 The Governing Board may cooperate with other federal, state, and local law enforcement agencies to accomplish the purpose for which it is organized.
- 6.4.6 Other Conditions:¹ even though it may otherwise be stated herein, the PTPDTF, and each of its members, further agree as follows:
- 6.4.6.1 The PTPDTF will meet and maintain the conditions of eligibility established as a part of the Request for Proposal that established funding for the grant funded project.
- 6.4.6.2 The PTPDTF will be in compliance with the Open Meeting Law requirements contained in Minn. Stat., Chapter 13D.
- 6.4.6.3 The PTPDTF will be subject to the operational command and supervision of one of the participating agencies.
- 6.4.6.4 The PTPDTF will be subject to a biennial operational and financial audit contracted out to an external organization not associated with us and designed to ensure that our multijurisdictional entity and our designated fiscal agent are in compliance with applicable legal requirements, proper law enforcement standards and practices and effective financial controls.
- 6.4.6.5 The PTPDTF will ensure that it has adequate staffing and funding to support law enforcement, prosecutorial and financial operations, including bookkeeping, evidence handling and inventory recording.
- 6.4.6.6 The PTPDTF will process all seized cash, physical assets and evidence through the standard evidence handling procedures established by its policies and procedures or the policies and procedures of one or more of its Members.
- 6.4.6.7 Officers participating in the PTPDTF shall be subject to annual performance reviews conducted by its operational supervisor.

¹ These conditions originally were agreed to and adopted by the Governing Board pursuant to a Resolution of the PTPDTF adopted October 14, 2010.

- 6.4.6.8. The PTPDTF governing board will require that the prosecutor on the governing board who shall: (1) Recommend to the governing board the nature and frequency of training for officers assigned to the PTPDTF in order to increase successful prosecutions; (2) Advise the PTPDTF on the lawful handling and processing of seized property and evidence and forfeited property and money; and (3) Ensure that seizures and forfeitures are reported in accordance with Minn. Stat. § 609.5315, subd. 6.
- 6.4.6.9 The fiscal agent appointed by the Governing Board shall be approved by the Department of Public Safety. The Governing Board will require the fiscal agent to adhere to these conditions.
- 6.4.7 From the full-time Agents assigned to the PTPDTF pursuant to Section 7, the Governing Board shall appoint a Task Force Commander, who shall be responsible for overseeing and coordinating the day-to-day operations of the PTPDTF, subject to the supervision and direction of the Governing Board. The Task Force Commander must be a full-time, licensed peace officer of a full Member of the PTPDTF. The Task Force Commander shall remain an employee of the Member that has assigned them to the PTPDTF. Such Task Force Commander shall perform duties in accordance with Section 8 herein.
- 6.4.8 The Governing Board shall formulate policies and procedures to govern the Task Force Commander and PTPDTF Agents. In the absence of PTPDTF policies and procedures, the Task Force Commander and the Agents shall be governed by the policies and procedures of the respective law enforcement agency of the Member that appointed them to the PTPDTF.
- 6.4.8 The Governing Board shall cause to be made an annual audit of the books and accounts of the PTPDTF and shall make and file a report to its members which includes the following information:
- 6.4.8.1 The financial condition of the PTPDTF;
 - 6.4.8.2 The business transacted by the PTPDTF; and
 - 6.4.8.3 Any other matters which affect the interests of the PTPDTF.
- 6.4.10 The PTPDTF's books, receipts, and records shall be open to inspection by its Members at all reasonable times.
- 6.4.11 The Governing Board may contract with any of its Members to take title to, hold, manage and convey real and/or personal property obtained by the PTPDTF as a result of civil asset forfeiture proceedings.

6.4.12 The Governing Board may hold such property as may be required to accomplish the purposes of this Agreement and upon termination of this Agreement make distribution of such property as provided for in Section 12.2 of this Agreement.

7. Duties of Task Force Members.

7.1 Each Full Member shall assign one experienced, licensed peace officer to serve as Agents for the PTPDTF as follows:

City of Crookston	1 Full Time Equivalent (FTE)
City of East Grand Forks	1 FTE
County of Polk	1 FTE
County of Pennington & City of Thief River Falls (combined)	1 FTE
County of Roseau	1 FTE
County of Norman	1 FTE
County of Lake of the Woods	1 FTE
County of Marshall	1 FTE
U.S. Customs and Border Protection	4 FTEs
Homeland Security Investigations	<u>1 FTE</u>
Total:	13 FTEs

7.2 Agents assigned to the PTPDTF will be responsible for drug investigation, including but not limited to intelligence gathering and management, case development, and referrals of investigations for prosecution. Agents may also assist other law enforcement agencies in surveillance and undercover operations. Agents will work cooperatively with law enforcement officers from the Members and will work cooperatively with other federal, state, and local law enforcement agencies, as directed by the Task Force Commander.

7.3 Agents assigned to the PTPDTF will be supervised by the Task Force Commander or, in his/her absence, by a Team Leader or such other agent assigned by the Task Force Commander to act in his/her behalf.

7.3.1 From Agents assigned by Members, one or more Team Leaders may be appointed by the Governing Board, with the concurrence of the Agent's member agency, to serve at the pleasure of the Governing Board. Team Leaders so appointed shall act in the absence of the Task Force Commander and will have the duties, responsibility, and authority of the Task Force Commander during the time the Task Force Commander is absent.

7.3.1.1 The duties, responsibilities, and authority of the Team Leader(s), while the Task Force Commander is absent, shall be the same as the Task Force Commander as described in Section 8 herein. If there is more than one Team Leader, the Task Force Commander will assign one of the Team Leaders to act as Task Force Commander while the Task Force Commander is absent.

7.4 Agents will maintain compliance with the policies and procedures of the PTPDTF, and in the absence of a PTPDTF policy or procedures, Agents shall

maintain compliance with the applicable policy or procedure, if any, of his/her appointing Member.

- 7.5 Agents will adhere to all laws of the State of Minnesota and the United States of America.
- 7.6 Unless otherwise agreed to by the Governing Board, the Member appointing an Agent to the PTPDTF shall furnish the Agent with a weapon and a vehicle, and the Member shall pay any lease payments, insurance, maintenance and operating costs for said vehicle. Further, unless otherwise agreed to by the Governing Board, the Member appointing the Agent shall pay all expenses associated with tuition, travel, lodging and meals incurred on behalf of said Agent.
- 7.7 Agents assigned by the Members shall not be employees of the PTPDTF. Agents shall remain the employees of the Member that has assigned them to the task force and shall be compensated by that Member, except as otherwise provided herein.
 - 7.7.1 Grant Funds will be utilized to ensure that PTPDTF operations are properly funded, including but not limited to the funding of office supplies, support staff salary, cellular telephones and service, liability insurance, training, and confidential funds. The Members agree that remaining Grant Funds will be divided equally among its Full Member agencies for reimbursement of the Full Member assigned agent's salary (excluding benefits).²
- 7.8 During the term of this Agreement, the Members agree to maintain the law enforcement officer position assigned to the PTPDTF and shall maintain the FTE staffing assigned to the Task Force as shown in Section 7.1.

8. Task Force Commander.

- 8.1 The Task Force Commander shall serve at the pleasure of the Governing Board and shall be in charge of the day-to-day operation of the PTPDTF, including supervising the task force's assigned personnel, subject to direction received from the Governing Board. The Task Force Commander is responsible for staffing, scheduling, case assignment, case management, record keeping, informant management, buy fund management, petty cash management and intelligence management.
- 8.2 The Task Force Commander will be responsible to keep the Governing Board updated as to the task force's activity, which would include major case development within Member jurisdictions.
- 8.3 The Task Force Commander will supervise the drafting and, when possible, the execution of all search warrants initiated by the PTPDTF and will work cooperatively with the agencies with venue over the case.
- 8.4 The Task Force Commander will be responsible for all buy fund monies and petty cash funds, if any is provided for by resolution of the Governing Board, and will provide the Governing Board with a monthly accounting of all funds

² The Members understand and agree that the amount of reimbursement to Full Member agencies will be equivalent to approximately one-half of their assigned agent's salary, excluding benefits and overtime.

disbursed and a written summary of activity involving task for buy money and funds.

- 8.5 The Task Force Commander shall be responsible to coordinate annual leave (vacation) of all Agents under his supervision, in accordance with any bargaining agreement, policy, and guidelines of the Agent's respective appointing Member.
- 8.6 The Task Force Commander shall immediately notify the chair of the Governing Board and all other members of the Governing Board on any misconduct by Agents under his/her supervision. Such misconduct shall include, but not be limited to, the following: commission of a criminal offense; neglect of duty; violation of PTPDTF policies, rules or procedures, or the policies, rules, and procedures of the respective appointing Member; and conduct that tends to reflect unfavorably upon the PTPDTF or any Member.
- 8.7 The Task Force Commander shall coordinate intelligence among the Members and between the PTPDTF and other local, state, and federal law enforcement agencies.

9. Budgeting and Funding.

- 9.1 The Members intend to fund the cost of operation of the PTPDTF from grant funds and matching funds and/or contributions from the member cities and counties, from the proceeds of forfeiture actions, and from restitution.
- 9.2 The Governing Board shall adopt a budget based upon grant funds, member matching funds and/or contributions, and money made available from other sources. The Governing Board may amend the budget from time to time as provided herein.
- 9.3 The Governing Board shall appoint one of its Members to serve as Fiscal Agent to provide budgeting, recordkeeping, and accounting services necessary or convenient for the operations of the PTPDTF. Such services shall include, but not be limited to:
 - 9.3.1 Management of all PTPDTF funds, including member contributions and grant monies;
 - 9.3.2 Management and tracking of forfeiture assets and proceeds;
 - 9.3.3 Timely payment of any contracted services; and
 - 9.3.4 Maintenance of all relevant bookkeeping and recordkeeping.
- 9.4 No payment on any invoice for services performed by any person providing services or supplying goods to the PTPDTF in connection with this Agreement shall be authorized unless approved by the Chair or Vice Chair of the Governing Board.
- 9.5 The Members agree to contribute their grant funds and required matching funds/contributions, if any, to operate the PTPDTF.

- 9.6 All funds shall be accounted for according to generally accepted accounting principles. The Fiscal Agent shall make a monthly financial report of all expenditures and receipts, and current fund balances to the Board.
- 9.7 The Governing Board may not incur debts and may not incur obligations or approve contracts which will require expenditure of funds in excess of funds available to the PTPDTF.
- 9.8 The Board's obligation to reimburse members for any expense, furnish equipment and the like is contingent upon the receipt of grant funds for that purpose. If insufficient grant funds are received, the Board may reduce the level of reimbursement and/or reduce other expenditures.

10. Seizures, Forfeitures, and Restitution.

- 10.1 Cash, property, and other items that are seized and thereafter forfeited pursuant to the operations or efforts of the PTPDTF under this Agreement shall be used to support PTPDTF efforts. Additionally, the Members agree that any and all forfeitures of cash, property, and other items, resulting from cases where felony-level drug charges are filed, shall be paid to and/or the property of the PTPDTF, to be used to support PTPDTF efforts.
- 10.2 All money and property that is obtained as a result of PTPDTF efforts and operations shall be forfeited by the Member agency originating the specific case. Forfeitures so initiated shall be cleared through the respective Member's prosecuting authority. Forfeited monies or property shall be distributed in the manner consistent with applicable statutes of the State of Minnesota. Unless otherwise agreed to by a unanimous vote of the Governing Board, the portion of forfeiture proceeds inuring to Members under the applicable law shall be used for the benefit of PTPDTF as provided below.
 - 10.2.1 If the felony-level drug charge is the result of a case initiated by a licensed peace officer who is not a PTPDTF assigned Agent, and the case involved one or more PTPDTF assigned Agents in any way, then the Members agree that fifteen percent (15%) of any net forfeiture proceeds, which are disbursed to the "appropriate agency," pursuant to Minn. Stat. § 609.5315, Subd. 5, shall be disbursed to the Member whose officer initiated the case, and the remainder of the net proceeds shall be disbursed to the PTPDTF.
 - 10.2.2 If the felony-level drug charge is the result of a case initiated by a licensed peace officer who is not a PTPDTF assigned Agent, and the case did not involve any PTPDTF assigned Agents, then the Members agree that that twenty-five percent (25%) of any net forfeiture proceeds, which are disbursed to the "appropriate agency," pursuant to Minn. Stat. § 609.5315, Subd. 5, shall be paid to the Member whose officer initiated the case, and the remainder of the net proceeds shall be disbursed to the PTPDTF.
- 10.3 Forfeiture proceeds hereunder shall be deposited into a PTPDTF forfeited funds account to be maintained by the Coordinating Agency. In the case of Federal forfeiture actions, established Federal Rules shall be followed. Fine or restitution monies ordered paid to the PTPDTF by court order may be used to offset equipment or operating costs of the PTPDTF which are not funded by grant or matching monies, subject to compliance with applicable laws.

- 10.4 If expenses from a forfeiture exceed the sale proceeds, the Governing Board shall provide for reimbursement from other funds of the PTPDTF.
- 10.5 The use and disbursement of all cash and/or property forfeited to the PTPDTF pursuant to this Agreement shall be in accordance with Minnesota law and must be approved by the Governing Board. Any disputes on disbursement of funds will be decided by the Governing Board.

11. Insurance and Indemnification.

11.1 Insurance.

- 11.1.1 The PTPDTF will maintain liability coverage with the League of Minnesota Cities Insurance Trust (LMCIT) with a limit of at least \$2,000,000 per occurrence, under standard LMCIT liability coverage forms.
- 11.1.2 Alternatively, the PTPDTF may maintain equivalent private liability insurance coverage. Such coverage may be provided through separate policies for commercial general liability (CGL) and law enforcement liability. Such private liability insurance policies must comply with the following requirements:
 - 11.1.2.1 Each policy shall have a limit of at least \$2 million per occurrence. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than \$2,000,000.
 - 11.1.2.2 The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.
 - 11.1.2.3 Each member, and each member's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from PTPDTF activities or operations.
- 11.1.3 Each Member agrees to procure and maintain insurance for auto liability and damage to or loss of property with respect to any automobile(s) and/or property/equipment supplied by the Member for PTPDTF efforts. Each member shall be responsible for damages to or loss of its own equipment. Each Member waives the right to, and agrees that it will not, bring any claim or suit against the PTPDTF or any other Member for damages to or loss of its equipment arising out of participation in or assistance with PTPDTF operations or activities, even if the damages or losses were caused wholly or partially by the negligence of any other Members, or its officers, employees, and/or volunteers.
- 11.1.4 Each Member shall be responsible for injuries to or death of its own personnel, including those assigned to the PTPDTF. Each Member will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are assigned to the PTPDTF or are otherwise participating in or assisting with PTPDTF operations or activities.

Each Member waives the right to, and agrees that it will not, bring any claim or suit against the PTPDTF or any of its Members for any workers' compensation benefits paid to its own employee or dependents, that arise out of participation in or assistance with PTPDTF operations or activities, even if the injuries were caused wholly or partially by the negligence of any other Member or its officers, employees, or volunteers.

11.1.5 All insurance policies and certificates required under this agreement shall be open to inspection by any member and copies of the policies of certificates shall be submitted to a member upon written request.

11.1.6 Any excess or uninsured liability of the PTPDTF shall be borne equally by all of the Members, but this does not include the liability of any individual officer, employee, or volunteer that which arises from his or her own malfeasance, willful neglect of duty, or bad faith.

11.2 Indemnity.

11.2.1 The PTPDTF agrees to defend and indemnify the Members for any and all claims, losses, damage, liability, suits, judgments, costs, and expenses by reason of the action or inaction of its employees assigned to the PTPDTF for claims arising from PTPDTF activities or operations and decisions of the Governing Board.

11.2.2 The Agreement to indemnify and hold harmless provided herein does not constitute a waiver by any Member of limitations on liability provided by Minnesota Statutes, Chapter 466. Under no circumstances shall a Member be required to pay on behalf of itself and other Members, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, applicable to any other Member. The limits of liability for some or all of the Members may not be added together to determine the maximum amount of liability for any Member.

11.2.3 Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Member for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

12. Termination / Withdrawal.

12.1 Termination. This Agreement shall terminate upon the occurrence of any one of the following events, whichever occurs first:

12.1.1 When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction;

12.1.2 When necessitated based upon the failure to obtain the necessary grant funding from the State of Minnesota and/or the United States federal government and/or Member agencies and other local sources of funding; or

12.1.3 When two-thirds of the Members agree by resolution to terminate the agreement upon a date certain.

12.2 Effect of Termination. Upon termination of this Agreement, the Governing Board shall provide for the distribution of all PTPDTF funds and assets in the following manner:

12.2.1 The Governing Board may determine to sell and liquidate any and all non-monetary assets prior to distribution.

12.2.2 Any and all personal property used by the PTPDTF and owned by a Member shall be returned to that Member upon dissolution of the PTPDTF.

12.2.3 All remaining funds and assets shall be distributed to the Members in proportion to the full-time equivalent (FTE) contributions of each Member to the PTPDTF. Only Members who have been a member of the PTPDTF continuously for 24 months immediately preceding dissolution shall be entitled to a share in the distribution.

12.3 Withdrawal.

12.3.1 Any Member may withdraw from this Agreement upon six months' written notice to the Governing Board.

12.3.2 Withdrawal shall not act to discharge any liability incurred by the Member prior to withdrawal. Such liability shall continue until discharged by law or agreement of the remaining Members.

12.3.3 If a Member withdraws from the PTPDTF, and the remaining Members decide to continue the operations of the PTPDTF under the terms of this Agreement, including any amendment(s) thereto, the withdrawing Member shall not be entitled to the distribution of any assets or funds under Section 12.2, above, except as provided by Section 12.2.2.

12.3.4 In the event of withdrawal by any Member, this Agreement shall remain in full force and effect as to all remaining Members.

13. Modification of Agreement.

13.1 Any alterations, modifications, or amendments of the provisions of this Agreement shall only be valid if they have been reduced to writing and duly approved and signed by all of the Members.

14. Counterparts.

14.1 This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

CITY OF CROOKSTON

The Crookston City Counsel duly approved this Agreement on the ____ day of _____, 201____.

City of Crookston

By _____
Guy Martin, Mayor

Attest _____
Shannon Stassen, City Administrator

Approved as to form and content:

Charles Reynolds, City Attorney

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

CITY OF EAST GRAND FORKS

The East Grand Forks City Counsel duly approved this Agreement on the ____ day of _____, 20__.

City of East Grand Forks

By _____
Steve Gander, Mayor

Attest _____
David Murphy, City Administrator

Approved as to form and content:

Ronald Galstad, City Attorney

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

COUNTY OF POLK

The Polk County Board of Commissioners duly approved this Agreement on the ____ day of _____, 20____.

County of Polk

By _____
Warren Strandell, Chairman

Attest _____
Charles Whiting, Administrator

Approved as to form and content:

Greg Widseth, County Attorney

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

COUNTY OF ROSEAU

The Roseau County Board of Commissioners duly approved this Agreement on the ____ day of _____, 201__.

County of Roseau

By _____
Jack Swanson, Chairperson

Attest _____
Jeff Pelowski, County Coordinator

Approved as to form and content:

Kristy Kjos, County Attorney

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

CITY OF THIEF RIVER FALLS

The Thief River Falls City Counsel duly approved this Agreement on the ____ day of _____, 201__.

City of Thief River Falls

By _____
Brian Holmer, Mayor

Attest _____
Angie Philipp, Interim City Administrator

Approved as to form and content:

Delray Sparby, City Attorney

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

COUNTY OF PENNINGTON

The Pennington County Board of Commissioners duly approved this Agreement on the ____ day of _____, 20____.

County of Pennington

By _____
Don Jensen, Chairman

Attest _____
Kenneth Olson, Auditor-Treasurer

Approved as to form and content:

Seamus Duffy, County Attorney

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

COUNTY OF NORMAN

The Norman County Board of Commissioners duly approved this Agreement on the ____ day of _____, 20____.

County of Norman

By _____
Steven Bommersbach, Chairman

Attest _____
Donna Hanson, Auditor-Treasurer

Approved as to form and content:

James Brue, County Attorney

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

CITY OF ADA

The Ada City Council duly approved this Agreement on the ____ day of _____, 201__.

City of Ada

By _____
John Hintz, Mayor

Attest _____
Ashley Larson, City Administrator

Approved as to form and content:

Josh Heggen, City Attorney

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

COUNTY OF RED LAKE

The Red Lake County Board of Commissioners duly approved this Agreement on the ____ day of _____, 20____.

County of Red Lake

By _____
Ron Weiss, Chairperson

Attest _____
Robert Schmitz, Auditor

Approved as to form and content:

Michael LaCoursiere, County Attorney

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

COUNTY OF MARSHALL

The Marshall County Board of Commissioners duly approved this Agreement on the ____ day of _____, 20____.

County of Marshall

By _____
Gary Kiesow, Chairperson

Attest _____
Scott Peters, Auditor-Treasurer

Approved as to form and content:

Donald Aandal, County Attorney

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

COUNTY OF KITTSON

The Kittson County Board of Commissioners duly approved this Agreement on the ____ day of _____, 20____.

County of Kittson

By _____
Leon Olson, Chairman

Attest _____
Eric Christensen, County Administrator

Approved as to form and content:

Robert M Albrecht, County Attorney

IN WITNESS WHEREOF, the undersigned governmental units, by action of their governing bodies, caused this Agreement to be executed in accordance with the authority of Minn. Stat. § 471.59.

COUNTY OF LAKE OF THE WOODS

The Lake of the Woods County Board of Commissioners duly approved this Agreement on the ____ day of _____, 20____.

County of Lake of the Woods

By _____
Patricia Beckel, Chairperson

Attest _____
Lorene Hanson, County Auditor

Approved as to form and content:

James Austad, County Attorney

U.S. Customs and Board Protection/Homeland Security Investigations

U.S. Customs and Board Protection/Homeland Security Investigations duly approved this Agreement on the ____ day of _____, 20____.

Department of Homeland Security

By _____
Aaron M Heitke, Chief Patrol Agent
U.S. Customs and Border Protection

2020 Cigarette Renewals

LIST OF CIGARETTES RETAIL LICENSE HOLDERS
Expire 12/31/2019

PETRO SERVICES USA #052
13 EAST THORPE AVE.
ADA, MN 56510

Mail to: 1772 West Main Ave
West Fargo, ND 58078
Attn: Jennifer

ATTN: KENT SATRANG
Fed #41-0251105
MN #8075101

ADA COUNTRY STORE
13 WEST THORPE AVE.
ADA, MN 56510

Mail to: Ada-Felton Country Store
102 7th St.
Felton, MN 56536

ATTN: DEB BLAKE
Fed #45-2046622
MN #2176701

ADA MUNICIPAL LIQUOR STORE
404 EAST MAIN ST.
ADA, MN 56510

ATTN: GERRIE AASLAND
Fed #41-6009212
MN #8847536

DOLLAR GENERAL RETAIL, LLC
JOHN GARRETT
102 WEST MAIN ST.
ADA, MN 56510

Mail to: Katie Druham
100 Mission Ridge
Goodlettsville, TN 37072
Attn: Tax-Licensing

ATTN: KATIE DRUHAM
Licensing Specialist
Fed #36-4577242

Certified Levy Payable 2020

Certified levy for City of Ada for the year 2020.

Description	2019 Gross Levy	2020 Gross Levy
Revenue	324,450	340,672
L-T Capital Fund	48,667	51,100
Library	12,005	12,605
Public Works	6,705	7,040.25
Total Gross Levy	391,827	<u>411,418.35</u>

* 7041.00



City Clerk
Norman County, Minnesota

Dated: Sept. 18, 2019

Truth-in-Taxation meeting set for December 3, 2019
(November 25 to December 30)

Please return no later than September 30, 2019 to:

Donna J. Hanson
Norman County Auditor/Treasurer
PO Box 266
Ada MN 56510
Or Fax: 218 784-4531

* Talked w/ Ashley on 10/9/19 & she okayed the Public Works amt to be changed to \$7,041.00.
AKB



RESOLUTION NO. 2019-12-01

**RESOLUTION SETTING 2018 FINAL TAX LEVY COLLECTIBLE IN 2019
FOR SUPPORT OF THE GENERAL FUND & OTHER FUNDS OF THE CITY OF ADA**

BE IT RESOLVED by the City Council of the City of Ada, County of Norman, Minnesota, that the following sums of money be a levy for the current year, collectible in 2019, upon the taxable property in the City of Ada, for the following purposes:

General Fund	\$340,672
Library Fund	\$ 12,605
Public Works Fund	\$ 7041
Long Term Designated Capital Fund	<u>\$ 51,100</u>
Total Levy	\$411,418

In compliance with the Truth in Taxation Law, the foregoing resolution was introduced by Council member _____ and seconded by Council member _____ who moved its adoption and a roll call vote on the acceptance was recorded as follows:

Ayes:

Nayes:

Absent:

The Mayor then declared this resolution passed this 4th day of December, 2018 and the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Norman County, Minnesota

Dated: December 3, 2019

John Hintz, Mayor

ATTEST:

Ashley Larson, City Administrator/Clerk-Treasurer



CERTIFICATION

STATE OF MINNESOTA)
) SS
COUNTY OF NORMAN)

This is to verify that the attached Resolution is a true and correct copy of Resolution No. 2019-12-01 of the City of Ada, a municipal subdivision of the State of Minnesota, as adopted at a meeting of the City of Ada Council on the 3rd day of December, 2019, and that said Resolution was duly adopted pursuant to State Law.

That the undersigned has compared the foregoing Resolution on file in the office of the City of Ada and that said attached copy is a true and correct copy thereof.

The undersigned further certifies that the above Resolution is in full force and effect and has not been modified or amended.

Date: December 3, 2019

Ashley Larson, City Administrator/Clerk-Treasurer

STATE OF MINNESOTA)
) SS
COUNTY OF NORMAN)

On this _____ day of _____, 2019, before me, a notary public within and for said County, personally appeared Ashley Larson who, being duly sworn did say that she is the Ashley Larson City Administrator, Clerk-Treasurer of the City of Ada, and that said instrument was signed on behalf of the City of Ada, a municipal subdivision of the State of Minnesota, and said Ashley Larson acknowledged said instrument to be the free act and deed of the City of Ada.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Ada
15 East 4th Ave
Ada, MN 56510



**CITY OF ADA
RESOLUTION NO. 2019-12-02**

**RESOLUTION AUTHORIZING OFFICIAL SIGNATURES ON
CITY OF ADA INVESTMENTS AND BANK ACCOUNTS**

WHEREAS, the City of Ada has numerous bank and investment accounts managed by the City, and;

WHEREAS, the City of Ada from time to time must check all account balances and examine bank statements and investments in an effort to exercise proper fiscal controls, and;

WHEREAS, it is recognized that banks and investment companies will only disclose account information to those persons authorized and listed on the signature cards or authorization documents.

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

1. The checking accounts listed as City of Ada General & Incidental Accounts as listed below will require that two signatures appear on each issued check.
2. The following list of accounts and personnel are considered officially authorized signers or may make inquiry on said accounts for the City of Ada :

City of Ada Accounts	Authorized Signatory	
Checking		
1. General Account	John Hintz	Mayor
	Stephanie Knutson	Billing Clerk
	Douglas Marcussen	Assistant Clerk
	Ashley Larson	City Administrator Clerk / Treasurer
2. City Incidental Account		
	Douglas Marcussen	Assistant Clerk
	Stephanie Knutson	Billing Clerk
	John Hintz	Mayor
	Ashley Larson	City Administrator



Clerk / Treasurer

Savings

- 1. ARP Revolving Loan Fund

John Hintz
Ashley Larson

Mayor
City Administrator
Clerk /Treasurer

Investments

- 1. All 4M Fund Investments
- 2. BancWest Investment Services

- 3. Morgan Stanley Smith Barney
- 4. Invest Financial Corporation
- 5. Frandsen Bank & Trust
- 6. American Federal Bank
- 7. All other Accounts or Instruments with Frandsen Bank & Trust
- 8. All other Accounts or Instruments with Bank of the West
- 9. All other Accounts or Instruments with American Federal Bank

John Hintz
Ashley Larson

Mayor
City Administrator
Clerk / Treasurer

Credit Cards

- 1. Frandsen Bank and Trust

John Hintz
Ashley Larson

Mayor
City Administrator
Clerk / Treasurer

- 2. Wex Bank and Nat'l Joint Powers Alliance

John Hintz
Ashley Larson

Mayor
City Administrator
Clerk/ Treasurer

Ada PD:

- Jody Bueng
- Karen Prestegord
- Steve Hager
- Bruce Coonfield

- 3. This Resolution becomes effective on December 3, 2019

Ayes:

Naye:

Absent:



I CERTIFY THAT the above resolution was passed and adopted by the City Council of the City of Ada on December 3rd, 2019

SIGNED:

John Hintz

As signed this 3rd day of December, 2019.

WITNESSED:

Attest: _____
Ashley Larson City Administrator Clerk /
Treasurer



CERTIFICATION

STATE OF MINNESOTA)
) SS
 COUNTY OF NORMAN)

This is to verify that the attached Resolution is a true and correct copy of Resolution No. 2019-12-02 of the City of Ada, a municipal subdivision of the State of Minnesota, as adopted at a meeting of the City of Ada Council on the 3rd day of December, 2019, and that said Resolution was duly adopted pursuant to State Law.

That the undersigned has compared the foregoing Resolution on file in the office of the City of Ada and that said attached copy is a true and correct copy thereof.

The undersigned further certifies that the above Resolution is in full force and effect and has not been modified or amended.

Date:

 Ashley Larson, City Administrator/Clerk-Treasurer

STATE OF MINNESOTA)
) SS
 COUNTY OF NORMAN)

On this _____ day of _____, 2019, before me, a notary public within and for said County, personally appeared Ashley Larson who, being duly sworn did say that she is the Ashley Larson City Administrator, Clerk-Treasurer of the City of Ada, and that said instrument was signed on behalf of the City of Ada, a municipal subdivision of the State of Minnesota, and said Ashley Larson acknowledged said instrument to be the free act and deed of the City of Ada.

 Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
 City of Ada
 15 East 4th Ave
 Ada, MN 56510

RESOLUTION NO. 2019-12-03

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

**RESOLUTION ADOPTING FINAL CITY OF ADA BUDGET
FOR CALENDAR YEAR 2020**

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

Section 1. The Annual Budget of the City of Ada for the calendar year beginning January 1, 2020, which has been submitted by the City Clerk to the City Council is hereby adopted; the totals of said final budget with the revenues and appropriations as indicated in the attached budget.

Section 2. The City Clerk is hereby directed to cause the appropriate accounting entries to be made in the books of the City.

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:

Nays:

Absent:

The Mayor then declared this resolution passed this 3rd day of December, 2019.

Dated: December 3, 2019

John Hintz, Mayor

ATTEST:

Ashley Larson, City Administrator, Clerk-Treasurer

CERTIFICATION

STATE OF MINNESOTA)
) ss
COUNTY OF NORMAN)

This is to verify that the attached Resolution is a true and correct copy of Resolution No. 2019-12-03 of the City of Ada, a municipal subdivision of the State of Minnesota, as adopted at a meeting of the City of Ada Council on the 3rd day of December, 2019, and that said Resolution was duly adopted pursuant to State Law.

That the undersigned has compared the foregoing Resolution on file in the office of the City of Ada and that said attached copy is a true and correct copy thereof.

The undersigned further certifies that the above Resolution is in full force and effect and has not been modified or amended.

Date: December 3, 2019

Ashley Larson, City Administrator, Clerk-Treasurer

STATE OF MINNESOTA)
) SS
COUNTY OF NORMAN)

On this _____ day of _____, 2019, before me, a notary public within and for said County, personally appeared Ashley Larson who, being duly sworn did say that she is the Ashley Larson City Administrator, Clerk-Treasurer of the City of Ada, and that said instrument was signed on behalf of the City of Ada, a municipal subdivision of the State of Minnesota, and said Ashley Larson acknowledged said instrument to be the free act and deed of the City of Ada.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Ada
15 East 4th Ave
Ada, MN 56510