

City of Ada
Meeting of the City Council
Wednesday, November 6, 2024, 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.** October 2024 Council Meeting minutes,
 - B.** City Pre-paid checks in the amount of \$771,530.71
 - C.** City Accounts payables in the amount of \$29,748.84

- 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**

- VIII. Reports of Department Heads and Committees**
 - A. Mayors Report**
 - 1) Certificate of Elections
 - 2) Committees
 - B. Administrator / Clerk / Treasurer Report.**
 - 1) Dekko Center Update
 - a. Tile Bid – McArthur Tile Co.
 - b. Rusco Window Change Order
 - 2) Liquor Store
 - a. Gutter and downspout bid – Tecta America
 - b. MMBA Meeting Notes

- i. THC Retail
- 3) Event Center Update
 - a. Bids
- 4) NWMF Child Care Grant
- 5) Home Rehab Grant Update

IX. Old Business

XII. New Business

- A. Kaleidoscope Guests, Nordquist/Nelson
- B. JPA Agreement with State of MN Department of Safety
- C. Resolution 2024-11-01 RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF ADA ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT
- D.
- E. Committee Updates
 - A. Public Works
 - B. Public Safety
 - C. EDA
 - 1) Resolution 2024-11-02 RLF
 - D. Beautification

XIII. Adjournment

City of Ada
Meeting of the City Council
Tuesday, October 8th, 2024, 6:00 P.M. – Council Chambers

Minutes

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call** Members present: Nelson, Erickson, Ness, Roux, and Lewis. Members absent: Nordquist and Krieger. Also present: Mayor Hintz, Administrator Larson, the media and presenters.
- 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. September 2024 Council Meeting minutes,
 - B. City Pre-paid checks in the amount of \$1,315,549.42
 - C. City Accounts payables in the amount of \$68,853.80

Member Roux made a motion and Member Ness seconded to accept the Consent Agenda as amended. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: 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.*

Member Nelson made a motion and Member Erickson seconded to accept the agenda as amended. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

- VII. Presentations with possible discussion and decision.**
 - A. Solveig Kitchell – Norman County Historical Society – not present

B. Moore Engineering

Brandon from Moore Engineering discussed with the council the outcome of the lead service survey. He stated that there were a number of homes that identified lead fittings, but a number of homes came back as unknown. He stated that the city will have to issue a letter to all the unknown homes. He went on to the next topic of the infrastructure study for future projects. The study is complete and will be used when the time and money is available. A final bill for Moore was approved in the amount of \$3,532.50.

Member Roux made a motion and Member Ness seconded to accept the final billing of \$3,532.50 on the infrastructure study from Moore Engineering. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

VIII. Reports of Department Heads and Committees

A. Mayors Report

Due to Election Day falling on the regularly scheduled council meeting date, it was discussed and decided to hold the council meeting on November 6, 2024, at 6PM.

Member Ness made a motion and Member Roux seconded to accept changing the next council meeting to November 6, 2024, at 6PM. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

B. Administrator / Clerk / Treasurer Report.

- 1) Department Updates
- 2) Dekko Center Update
 - a. Windows Change Order from Rosco Windows – \$8,000.00

Administrator Larson brought to the council a change order from Rusco in the amount of \$8,000.00. This change was a result of resetting windows and fixing the windowsills that were allowing water to run back towards the window.

Member Roux made a motion and Member Lewis seconded to accept the change order from Rusco Windows in the amount of \$8,000.00 to reset and fix the windowsills at the Dekko Center. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

- 3) Event Center Update
 - a. Engineer's Report

Administrator Larson updated the council regarding the engineer's report on the Event Center. The report states that the rafters can be fixed from the inside and insurance will cover the costs to replace the broken rafters. Contractors that have looked at the building don't believe this will be possible. Larson needed a motion to approve the report so she could get back to the insurance company and their engineering firm.

Member Roux made a motion and Member Erickson seconded to accept the Event Center Engineer's report. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

- b. Geray Construction payment

Administrator Larson presented to council a bill in the amount of \$300,000.00 from Geray Construction for work being done on the Dekko Center. There are some minor items to complete.

Member Roux made a motion and Member Ness seconded to accept the payment to Geray Construction for \$300,000.00 for costs related to the Dekko Center Renovation. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

- 4) Hidden Treasures Building

Administrator Larson needed approval from council to sell the Hidden Treasures building to Inspire in the amount of \$1.00. A Quit Claim Deed will be drafted for signatures.

Member Roux made a motion and Member Ness seconded to approve the sale of the Hidden Treasures building to Inspire for \$1.00. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

IX. Old Business

XII. New Business

A. Kaleidoscope Guests, Roux/Nelson

B. Ada Borup West Cougar Pride Fridays Donation Request

Administrator Larson brought to council a request for a donation from ABWest for prizes to give away during Cougar Pride Week. No amount was requested so the council suggested Chamber Bucks in the amount of \$200.00.

Member Nelson made a motion and Member Erickson seconded to grant the donation request from Ada Borup West in the amount of \$200.00 for Chamber Bucks from the gambling fund. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

C. Norman County Public Hearing – October 21st 9:00am Cannabis Planning & Zoning Meeting Ordinance 2nd Reading

Administrator Larson along with Member Roux updated council on the county's Cannabis hearing and what they are trying to decide on for what is best for the county.

D. Norman County Land Lease Agreement

Administrator Larson and Public Works Manager Brian Rasmusson had a discussion with Norman County about leasing some land for residual fill from the expansion project across the dike from the new maintenance building.

Member Ness made a motion and Member Nelson seconded to accept the agreement of leasing land to Norman County for excess fill. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

E. Offsite Permit for Twisted Sisters – Pub 21 for Chocolate Extravaganza

Member Roux made a motion and Member Lewis seconded to accept the Offsite liquor permit to serve at the AAPC event. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

F. ABW Trap Team Donation Request \$500

Member Roux made a motion and Member Nelson seconded to accept the donation request from the Ada Borup West Consent Agenda as amended. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

- G.** Donation request from Bio-Girls (a mentoring program for 2nd to 6th grade girls) in the amount of \$500.00

Member Nelson made a motion and Member Erickson seconded to accept the donation request from Bio-Girls from the gambling fund in the amount of \$500.00. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

H. Committee Updates

A. Public Works

- 1) Transformer Quote from Jerry's Electric for 6 transformers

Member Nelson made a motion and Member Erickson seconded to accept the quote from Jerry's Electric in the amount of \$16,460.00 plus shipping to be paid from the transformer budget and capital outlay budget. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

- 2) Boring Quote from Haverkamp

- Alley behind Anderson Richards
- Alley by Habecks.

Member Lewis made a motion and Member Roux seconded to accept the quote for boring in the alleyways behind Anderson Richards Oil and the Dennis Habeck alleyway in the amount of \$13,650.00. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

B. Public Safety-Member Lewis discussed the Twin Valley police absence where the county and other cities will assist with extreme activities.

C. EDA-Did not meet

D. Beautification-Did not meet

XIII. Adjournment

Member Lewis made a motion and Member Nelson seconded to adjourn the meeting at 6:36PM. All in favor: Nelson, Erickson, Ness, Roux and Lewis. Opposed: NONE Motion passed.

Mayor Hintz

Administrator Larson

PRE-PAID CHECKS - for OCTOBER 2024

88696	ARTISAN BEER COMPANY	10/3/24	\$36.90	BEER
88697	BEVERAGE WHOLESALERS, INC	10/3/24	\$94.00	LIQUOR
88698	BIR PERFORMANCE DRIVING SCHOOL	10/3/24	\$1,050.00	POLICE-EMG OP COURSE
88699	BREAKTHRU BEVERAGE	10/3/24	\$1,644.25	LIQUOR
88700	CITY OF ADA	10/3/24	\$32.75	APPLY DEPOSIT
88701	COLE PAPERS, INC.	10/3/24	\$262.18	DEKKO PAPER PRODUCTS
88702	D-S BEVERAGES	10/3/24	\$5,294.00	BEER
88703	JOHNSON BROS WHLSE LIQUOR CO	10/3/24	\$273.18	LIQUOR
88704	NICOLE KLUCK	10/3/24	\$67.35	REFUND DEPOSIT
88705	MCKINNON CO., INC.	10/3/24	\$3,141.47	BEER
88706	PHILLIPS WINE & SPIRITS CO.	10/3/24	\$2,524.85	LIQUOR
88707	S&P GLOBAL RATINGS	10/3/24	\$13,000.00	DEKKO-TAX ABATEMENT BOND
88708	SMALL LOT MN WINE & SPIRITS	10/3/24	\$706.92	WINE
88709	WINE MERCHANTS	10/3/24	\$130.29	LIQUOR
88710	ADA ELECTRIC	10/8/24	\$8,264.48	DEKKO- WALKING TRACK LIGHTS, EMG LTS
88711	ARVIG ENTERPRISES	10/8/24	\$760.07	CH-OCT RENT
88712	GARY CARES	10/8/24	\$1,000.00	DONATION- DOLLY PARTON LIBRARY
88713	GERAY CONSTRUCTION	10/8/24	\$300,000.00	DEKKO POOL PARTS
88714	JOHNSON CONTROLS	10/8/24	\$568.55	ANNUAL MONITORING FIRE ALARMS/DETECTION
88715	KARIN ANDERSON GRANTWRITING	10/8/24	\$500.00	FIRE- FEMA GRANT 2024 FOR TANKER TRUCK
88716	KELLY'S CHRYSLER CENTER, INC.	10/8/24	\$109.95	POLICE WHEEL ALIGNMENT
88717	THE LOCKSHOP	10/8/24	\$720.00	POLICE-ANNUAL CLOUD SUBSCRIPTION
88718	MN DEPT OF LABOR & INDUSTRY	10/8/24	\$10.00	PW 720273 PRESSURE VESSEL
88719	BRUCE NELSON	10/8/24	\$274.20	2024 TREE INSPECTOR WORKSHOP
88720	NORTHLAND TRUST SERVICES	10/8/24	\$122,955.00	BOND 2015B INTERST
88721	PETRO SERVE USA	10/8/24	\$206.27	FIRE FUEL
88722	RED RIVER VALLEY CO-OP POWER	10/8/24	\$8,523.47	OCT MNT
88723	VERIZON WIRELESS	10/8/24	\$255.11	POLICE CELL SEPT
88726	HAGER, STEVE	10/8/24	\$616.67	HRA
88758	BLUE CROSS BLUE SHIELD MN	10/9/24	\$7,117.46	Dean K adjustment

88765	SARA PRODZINSKI	10/11/24	\$1,000.00	Lifeguard Scholarship
88766	ADA FIRE DEPT RELIEF ASSN	10/17/24	\$38,293.05	
88767	ADA MUNICIPAL LIQUOR STORE	10/17/24	\$8.37	LQR- VODKA PROMO-ICE,JUICE
88768	ADA-BORUP-WEST PUBLIC SCHOOL	10/17/24	\$22,000.00	SUMMER RECREATION 2024-25
88769	ARTISAN BEER COMPANY	10/17/24	\$36.90	BEER
88770	ARVIG	10/17/24	\$979.70	CH -SEPT PHONE,INTERNET
88771	BEVERAGE WHOLESALERS, INC	10/17/24	\$954.25	LIQUOR
88772	BREAKTHRU BEVERAGE	10/17/24	\$1,046.01	LIQUOR
88773	D-S BEVERAGES	10/17/24	\$15,614.45	LQR- PINEAPPLE JUICE
88774	JOHNSON BROS WHLSE LIQUOR CO	10/17/24	\$697.44	LIQUOR
88775	MCKINNON CO., INC.	10/17/24	\$6,460.50	LIQUOR
88776	NORMAN COUNTY ASSESSOR	10/17/24	\$1.65	HIDDEN TREASURE BLD
88777	NORMAN COUNTY RECORDER	10/17/24	\$46.00	HIDDEN TREASURE BLD
88778	PHILLIPS WINE & SPIRITS CO.	10/17/24	\$2,895.01	LIQUOR
88779	SOUTHERN GLAZERS OF MN	10/17/24	\$826.66	LIQUOR
88780	VERIZON WIRELESS	10/17/24	\$98.56	PW OCT CELL PHONE
88781	XCEL/NORTHERN STATES POWER	10/17/24	\$36,724.97	SEPT ENERGY
88782	BUREAU OF CRIM. APPREHENSION	10/22/24	\$600.00	CJDN ACCESS FEE
88783	COLUMN SOFTWARE PBC	10/22/24	\$93.96	EC BIDS
88784	DELONG, ERICK	10/22/24	\$77.40	POLICE JACKET
88785	D-S BEVERAGES	10/22/24	\$504.95	BEER
88786	GARDEN VALLEY TECHNOLOGIES	10/22/24	\$33.99	OCTOBER IT
88787	GREAT PLAINS FIRE, INC.	10/22/24	\$839.33	FIRE HELMET LT
88788	HAVERKAMP UTILITY SERVICES	10/22/24	\$14,315.50	NORTH ALLEY
88789	MCKINNON CO., INC.	10/22/24	\$40.10	BEER
88790	MN ENERGY RESOURCES CORP.	10/22/24	\$1,059.20	SEPT UTILITIES
88791	MN RURAL WATER ASSOCIATION	10/22/24	\$425.00	2025 MEMBERSHIP
88792	NORMAN CO. FAIR PREMIUM LIST	10/22/24	\$100.00	FIRE ADV
88793	NORTHERN STATES POWER CO.	10/22/24	\$769.00	SEPT DISTRIBUTION FACILITIES CHRG
88794	RDO EQUIP. CO.	10/22/24	\$331.46	FIRE- ENGINE #2 PARTS
88795	RICHARDS OIL/PROPANE	10/22/24	\$1,481.51	STREET BULK FUEL
88796	SOUTHERN GLAZERS OF MN	10/22/24	\$655.74	LIQUOR

88798	AL'S DISPOSAL, INC.	10/24/24	\$771.22	AUGUST FUEL SURCHRG
88799	ASSOCIATED SUPPLY CO. INC	10/24/24	\$716.82	DEKKO-COVER SQ,SLIDE PLT,RLF VALVE
88800	CARDMEMBER SERVICES	10/24/24	\$3,661.03	DEKKO CEILING TILES IN SHOWERS
88801	GERAY CONSTRUCTION	10/24/24	\$52,266.00	DEKKO-FINAL RENOVATION PRJT
88802	HAGER, STEVE	10/24/24	\$259.98	POLICE PARTS- BLAUER MNF
88803	MYERS PROPERTY MAINTENANCE	10/24/24	\$1,174.40	SEPT MOWING -BOSWORTH PARK
88804	SIGN PRO	10/24/24	\$1,110.00	PW VEHICLE GRAPHICS ON #10,14,22,19,24
88805	TITAN MACHINERY	10/24/24	\$99.00	PW LOCK, PLATE #26
88806	TRANE U.S. INC.	10/24/24	\$1,687.75	DEKKO MNT
88807	VESTIS	10/24/24	\$384.19	PW MATS, MOPS
88808	LEAGUE OF MN CITIES INS. TRUST	10/25/24	\$4,654.00	COUNCIL 24-25WC AUDIT
88809	MN MUNICIPAL BEVERAGE ASSOCN	10/25/24	\$40.00	ANNUAL MTG
88810	AL'S DISPOSAL, INC.	10/31/24	\$17,239.00	
88811	DIANE ISTA	10/29/24	\$100.39	CREDIT BALANCE
88812	NW REGIONAL FIREFIGHTERS ASSOC	10/29/24	\$50.00	DUES 2025
88813	U. S. POSTMASTER	10/29/24	\$343.22	SEWER-OCT UB PSTG
88814	AASLAND, GERRIE JO	10/29/24	\$111.89	LQR MLG TO MMBA MTG
88815	BEVERAGE WHOLESALERS, INC	10/29/24	\$848.45	BEER
88816	BREAKTHRU BEVERAGE	10/29/24	\$749.60	LIQUOR
88817	D-S BEVERAGES	10/29/24	\$5,040.90	BEER CREDIT
88818	JOHNSON BROS WHLSE LIQUOR CO	10/29/24	\$715.52	LIQUOR
88819	MCKINNON CO., INC.	10/29/24	\$2,383.95	BEER
88820	PHILLIPS WINE & SPIRITS CO.	10/29/24	\$1,599.12	LIQUOR
88821	YMCA	10/29/24	\$330.00	3 SWIM TRAINING
96903e	MINNESOTA REVENUE	10/18/24	\$15,258.00	SEPT GENERAL SALES TAX
887759	ADA-BORUP-WEST BOOSTER CLUB	10/10/24	\$200.00	COUGAR PRIDE FRIDAYS
887760	ADA-BORUP-WEST TRAP TEAM	10/10/24	\$500.00	DOONATION
887761	BIO GIRLS	10/10/24	\$500.00	BRING PROGRAM TO ADA MN
887762	CITY OF ADA	10/10/24	\$100.24	APPLY DEPOSIT-N SCHOEN
887763	DEPT. OF ENERGY W A P A	10/10/24	\$29,486.01	SEPT ENERGY

\$771,530.71

ACCOUNT PAYABLE - OCTOBER 2024
 REGULAR COUNCIL MEETING
 Wednesday, November 6, 2024

ALEX AIR APPARATUS 2, LLC	FIRE- BOOTS, JACKET, GLOVES	\$ 140.00
AUTO VALUE		
BORDER STATES	ELECTRIC UNDERGROUND WIRE PROJECT	\$ 92.99
CIVICPLUS	MUNICODE ADMIN SUPPORT	\$ 5,532.70
COCA-COLA	LQR- POP	\$ 1,175.00
ECOLAB	POLICE PEST CONTROL	\$ 74.00
GALLS	POLICE- POLO SHIRTS, CAPS, SERGEANT CHEVRONS	\$ 130.92
GREAT PLAINS FIRE	FIRE GLOVES	\$ 187.33
GROUNDSMAN	CEMETERY FALL TURF CARE	\$ 942.20
HAWKINS	PUBLIC WORKS- CHEMICALS	\$ 327.00
MCCOLLUM HARDWARE	PW-	\$ 1,860.00
MCCOLLUM HARDWARE	DEKKO-	\$ 428.95
MIDWEST INSPECTION SERVICES	BUILDING PERMIT FEES- DAC HEATING	\$ 123.92
MN STATE DIRE DEPT ASSOC	2025 MEMBERSHIP	150.00
OFFICE SUPPLIES	POLICE FIIIE FOLDERS	175.00
OFFICE SUPPLIES	LIQUOR- PAPER BAGS	\$ 31.00
OFFICE SUPPLIES	PW PAPER,PENCILS,SHIPPING TEST	\$ 28.47
RDO EQUIPMENT	PW FITTINGS, HOSE #92	\$ 64.78
RMB ENVIR LAB	PW TESTS	\$ 372.38
SUPERMARKET	LIQUOR - ICE	\$ 57.48
SUPERMARKET	POLICE- PARADE CANDY	\$ 68.94
VESTIS	LIQUOR- MATS,MOPS	\$ 42.01
VESTIS	PW MATS, MOPS	\$ 112.88
VISSER TRENCHING	MANHOLE LID RAISE, WATER LEAK,REPAIR WATER MAIN - LABOR,CAT299D,426B,320C, TANDEMS,JET VAC,CRUSHED ASPHALT	\$ 95.14
WATER & LIGHT FUND	OCTOBER UTILITY BILLING	\$ 10,595.35
TOTALS		\$ 6,940.40
		\$ 29,748.84

Sep-24 Interim Combined Statement of Cash and Investments

Fund	Cash Balance 8/31/2024	Investment Balance 8/31/2024	September Cash Debits	September Cash Credits	September Invest Debits	September Invest Credits	Balance 9/30/2024
General Fund	3,910.97		35,662.80	1,176,504.59	754,676.62		(382,254.20)
Special Revenue Funds:	0.00						0.00
TIF District 2-1 Redevelopment	0.00						0.00
TIF District 2-2 Housing	(2,163.51)			3,532.50			(2,163.51)
TIF District 2-3 Housing	318,372.89						314,840.39
Demolition\Blight Fund	37,909.63						37,909.63
(207) 2015 Revolving Loan Account	4,844.66	12,145.45					16,990.11
(208) Ada Economic Development Revolving Loan	45,885.10		4,135.67	6,000.00	363.26		44,384.03
Library	20,529.88	3,832.97		1,051.34			24,362.85
Community Center Maintenance Fund	(26,362.31)	40,566.63					13,152.98
Recreation Development Fund	(677,932.91)	722,532.13			141.90		44,741.12
Long Term Designated Capital	42,315.76	40,000.00					82,315.76
Long Term Designated Capital II	(558,011.59)	501,218.71					(56,792.88)
Public Works	217,198.41	635,737.31		16,758.25	4,688.62		840,666.09
Capital Project - Emergency Services Building	(68,459.09)	4,690.92					(63,768.17)
Capital Project - Lift Station / Force Main Project	3,321.04						3,321.04
Capital Project - New Well	(165,489.92)						(165,489.92)
Ada Event Center	0.00			14,015.74			(241,959.72)
Community Development Fund	(227,943.98)			50,347.00			128,468.38
Downtown Development District	178,815.38						30,372.43
Debt Service Funds:	30,372.43						0.00
2008 Lease Purchase Fire Hall	103,196.40						103,196.40
2003 G. O. Improvement Bonds (Street Project)	12,903.52	3,539.73					16,443.25
1999 G. O. Water / Sewer Rev Bonds	(35,509.00)						(35,509.00)
2000 G. O. Improvement Bonds	0.00						0.00
2020 G. O. Water Tower Improvement	63,550.15						63,550.15
2020 G. O. Lift Station Improvements	40,443.91						40,443.91
(513) 2023 Sewer Project	(805.00)						(805.00)
Enterprise Funds:							
Water and Sewer Fund	(462,751.84)	82,914.83	68,988.15	28,791.09			(339,639.95)
Electric Utility	3,668,690.41	10,179.15	220,269.86	148,443.50			3,750,695.92
Liquor	185,759.34	1,237.75	56,305.74	56,909.45			186,393.38
Total - All Funds	2,752,590.73	2,058,595.58	385,362.22	1,502,353.46	759,870.40	0.00	4,454,065.47
Frandsen-General Checking\Invest							624,227.51
Frandsen Bank - Incidental							1,306.49
Frandsen Bank - ICS account							2,528,531.47
Frandsen Bank - Money Market - LT Desig							-
Frandsen Bank - Fire Insurance Proceeds							-
Frandsen Bank - CDs							300,000.00
Mid-MIN-CU							750,000.00
American Federal Bank CD (LT Desig Cap II)							250,000.00
BancWest Investment Services (LT Desig Cap II)							-
BancWest Investment Services (Maintenance Funds)	G607-10400						-
BancWest Investment Services (General)	G225-10400						-
BancWest Investment Services (LT Des Cap)	G101-10400						-
BancWest Investment Services (LT Des Cap)	G400-10400						-
Total Balances 9-30-2024							4,454,065.47

November Council

McArthur Tile Co.

339 27th Circle S., P.O. Box 1664
Fargo, ND 58107

Phone: (701) 298-3709 Fax: (701) 293-0246

October 18, 2024

TILE BID

To: DEKKO COMMUNITY CENTER

Attn: BRIANNA

We are pleased to submit a bid proposal as follows:

PROJECT: STEAM SHOWER TILE WORK

LOCATION: ADA, MN

ADDENDUMS NOTED:

SECTION: 093000 - TILE

BASE BID: 1) FT & WT PATCH EXISTING - \$9,495.00

2) FT & WT TILE OVER ALL EXISTING WALLS - \$10,475.00

ALTERNATES:

Furnished & Installed, Tax Included.

Sincerely,

McARTHUR TILE CO.

Karl Vangerud (u)

Karl Vangerud

Project Mgr.

KV; cl

7
completely
waterproof +
Grouted tile
all Floors +
walls.

RUSCO WINDOW COMPANY, INC.

411 40TH STREET SW
FARGO, ND 58106
TELEPHONE 701-281-1848 ~ FAX 701-281-2003

NAME: Dekko Community Center Attention: Brianna	PHONE:	DATE: 10/16/24
	JOB NAME: & ADDRESS Dekko Community Center Pool Windows	
CITY, STATE & ZIP:	JOB LOCATION: 107 4 th AVE East Ada, MN	

WE HEREBY SUBMIT ESTIMATES FOR

ADD FOR REPLACING ROTTED WINDOW SILL BOARDS ON COMPLETE BUILDING

REPLACE WITH PRESSURE TREATED WOOD
FOAM WHERE NEEDED

Grand total including materials & labor: \$7,517.00

There is a ten-year warranty on the insulated glass against seal failure
There is a five-year factory warranty on the door closers
Rusco provides a two-year warranty on parts and workmanship
Rusco not responsible for final cleaning of glass
Rusco not responsible of temporary shelters

Price subject to change after 30 days

We propose hereby to furnish material complete in accordance with above specifications. All material is guaranteed to be as specified. Any alterations or deviations from above specifications will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by worker's compensation.

RUSCO Authorized signature: Terry Molter _____

Acceptance of proposal – the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to supply materials as specified. Payment terms are Net 30 with a service charge of 1.5% monthly (18% annually) charged on all balances over 30 days. A \$25.00 charge is applied for all NSF checks

Customer Authorized Signature: _____

1810 North 6th Street
 PO Box 12878
Grand Forks, ND 58208
 Office: 701.775.5369
 Fax: 701.775.2419

205 42nd Street SE, Ste. 100
Minot, ND 58702
 Office: 701.838.5945
 Fax: 701.838.5864

2315 7th Avenue North
Fargo, ND 58102
 Office: 701.232.7330
 Fax: 701.232.5298

105 7th Avenue SE
Jamestown, ND 58401
 Phone: 701.252.2403
 Fax: 701.775.2419

213 Riverwood Ave SE
Mandan, ND 58554
 Phone: 701.663.8972

314 5th Street SE
Devils Lake, ND 58301
 Office: 701.662.8137
 Fax: 701.662.3190

Equal Opportunity Employer / Toll Free: 1.800.732.4246 / www.tectaamerica.com

TO	Ada Municipal Liquor Store Attn: Project Manager 404 East Main Street Ada, MN 56510	DATE	October 14, 2024
		PROJECT	Ada Liquor Gutter Replacement 404 East Main Street
		LOCATION	ADA, MN 56510

WE ARE PLEASED TO QUOTE ON THE FOLLOWING

SCOPE OF WORK

- Remove existing gutter, downspout, and extension
- Fabricate and install new 24-gauge prefinished gutter and straps (25 LF)
- Install EPDM flashing along new gutter
- Fabricate and install new 24-gauge prefinished downspout (1 EA)
- Fabricate and install new 24-gauge prefinished downspout extension (1 EA)
- Remove and dispose of work related debris upon completion

All of the above listed work will be provided for the sum of \$5,148.00

Exclusions:

1. Costs to cover powerlines in order to safely perform work

The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Building Permit. Some cities require a building permit be purchased for re-roofing projects. Unless specifically stated on this proposal, Tecta America Dakotas LLC has not included that cost. Expiration. This proposal expires 30 days from date hereof.

See additional conditions on reverse.

Accepted

Tecta America Dakotas LLC

By _____
 (Authorized Signature)

By _____
 Austin Stugelmayer

TERMS AND CONDITIONS

Nature of Work. Tecta America Dakotas LLC shall furnish the labor and material to perform the work described herein or in the referenced contract documents. Tecta America Dakotas LLC does not provide engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Tecta America Dakotas LLC is not responsible for structural integrity and design, including compliance with codes. If plans, specifications or other design documents have been furnished to Tecta America Dakotas LLC, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Tecta America Dakotas LLC is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Tecta America Dakotas LLC from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal roofing construction equipment and operations. Tecta America Dakotas LLC is not responsible for location of roof drains, adequacy of drainage or ponding on the roof.

1. Indemnification. To the fullest extent permitted by law, Tecta America Dakotas LLC shall indemnify and hold harmless the customer, and all of their agents, officers, directors, and employees from and against all claims, damages, and losses directly caused by Tecta America Dakotas LLC's work under this Contract provided that any such claim, damage, loss or expense is caused in whole or in part, and only to the extent from a negligent act or omission of Tecta America Dakotas LLC or anyone for whose work Tecta America Dakotas LLC is responsible under this contract. IN NO EVENT SHALL SUCH LIABILITY INCLUDE INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, UNMITIGATED, OR CONSEQUENTIAL DAMAGES.
2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Tecta America Dakotas LLC not involving asbestos-containing or toxic materials and that such materials will not be encountered or disturbed during the course of performing the roofing work. Tecta America Dakotas LLC is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing or toxic material. In the event that such materials are encountered, Tecta America Dakotas LLC shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
3. Insurance. Tecta America Dakotas LLC shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. Tecta America Dakotas LLC will furnish a Certificate of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance, upon the full value of the entire Project, including the labor, material and equipment furnished by Tecta America Dakotas LLC, covering fire, extended coverage, windstorm, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Tecta America Dakotas LLC's equipment is removed from the premises.
4. Additional Insured. If Customer requires and Tecta America Dakotas LLC agrees to name Customer or others as an additional insured on Tecta America Dakotas LLC's liability insurance policy, Customer and Tecta America Dakotas LLC agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Tecta America Dakotas LLC and is not intended to make the Tecta America Dakotas LLC's insurer liable for claims that are due to the fault of the additional insured.
5. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contract price adjusted accordingly. Any penetrations through the roofing to be installed by Tecta America Dakotas LLC not shown on the plans provided to Tecta America Dakotas LLC prior to submittal of this proposal shall be considered an order for extra work. Any carpentry work required to replace rotten or missing wood or deteriorated decking shall be done on a labor and material basis as an extra unless specifically included in the Scope of Work section.
6. Availability of Site. Tecta America Dakotas LLC shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Tecta America Dakotas LLC shall not be required to begin work until underlying areas are ready and acceptable to receive Tecta America Dakotas LLC's work and sufficient areas of roof deck are available and free from dirt, snow, ice, water or debris to allow continuous full operation until job completion. The expense of snow, ice, water or debris removal and any extra trips by Tecta America Dakotas LLC to the job as a result of the job not being ready for roof application after Tecta America Dakotas LLC has been notified to proceed will be charged as an extra.
7. Site Conditions. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra.
8. Price Volatility. Asphalt, steel products, isocyanurate and other roofing products are sometimes subject to unusual price volatility due to conditions that are beyond the control or anticipation of Tecta America Dakotas LLC. If there is a substantial increase in these or other products between the date of this proposal and the time when the work is to be performed, the amount of this proposal/contract may be increased to reflect the additional cost to Tecta America Dakotas LLC, upon submittal of written documentation and advance notice to Customer.
9. Fumes and Emissions. Owner and Tecta America Dakotas LLC acknowledge that asphalt may be heated by Tecta America Dakotas LLC, odors and emissions from other roofing products will be released and noise will be generated as part of the roofing operations to be performed by Tecta America Dakotas LLC. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during the application process. Customer shall hold Tecta America Dakotas LLC harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
10. Back Charges. No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Tecta America Dakotas LLC shall be valid unless previously authorized in writing by Tecta America Dakotas LLC and unless written notice is given to Tecta America Dakotas LLC within ten (10) days of the event, act or omission which is the basis of the back charge.
11. Damages and Delays. Tecta America Dakotas LLC will not be responsible for damage done to Tecta America Dakotas LLC's work by others. Any repairing of the same by Tecta America Dakotas LLC will be charged at regular scheduled rates over and above the amount of this proposal. Tecta America Dakotas LLC shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others. In the event of these occurrences, Tecta America Dakotas LLC's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.
12. Electrical Conduit. Tecta America Dakotas LLC's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Tecta America Dakotas LLC from any personal injury, damage, claim, loss or expense resulting from the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Tecta America Dakotas LLC's personnel, and shall compensate Tecta America Dakotas LLC for additional time, labor and expense resulting from the presence of such materials.
13. Right to Stop Work. The failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shut-down, delay and start-up.
14. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Tecta America Dakotas LLC shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Tecta America Dakotas LLC harmless from claims of tenants who were not so notified and did not provide protection.
15. Working Hours. This proposal is based upon the performance of all work during Tecta America Dakotas LLC's regular working hours. Extra charges will be made for overtime and all work performed other than during Tecta America Dakotas LLC's regular working hours, if required by Customer.
16. Warranty. Tecta America Dakotas LLC's work will be warranted by Tecta America Dakotas LLC in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference. A copy of Tecta America Dakotas LLC's standard warranty is attached or, if not, will be furnished upon request. Tecta America Dakotas LLC SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Tecta America Dakotas LLC for all defects in workmanship furnished by Tecta America Dakotas LLC. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. Tecta America Dakotas LLC's Liability is waived if Customer does not maintain the roof in accordance with the manufacturer's instructions.
17. Mold. Tecta America Dakotas LLC and Customer are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Customer will make periodic inspections for signs of water intrusion and act promptly; including notice to Tecta America Dakotas LLC if Customer believes there are roof leaks, to correct the condition. Upon receiving notice, Tecta America Dakotas LLC will make repairs promptly so that water entry through the roofing installed by Tecta America Dakotas LLC is not a source of moisture. Tecta America Dakotas LLC is not responsible for indoor air quality, mold, mildew or any alleged injury resulting therefrom. Owner shall hold harmless and indemnify Tecta America Dakotas LLC from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
18. Material References. Tecta America Dakotas LLC is not responsible for the actual verification of Technical specifications of product manufacturers; i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer.
19. Arbitration. If a dispute shall arise between Tecta America Dakotas LLC and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against Tecta America Dakotas LLC, including a claim alleging any breach of this contract or negligence by Tecta America Dakotas LLC must be initiated no later than two (2) years after Tecta America Dakotas LLC completed roof installation. Collection matters may be processed through litigation or arbitration at the discretion of the Tecta America Dakotas LLC.
20. Price Contingency. The price provided for the identified scope of work is contingent upon the final agreement of any contractual terms and conditions.
21. Work Not Included. No repairs to roof deck, installation of wood blocking or cant strips, furnishing and application of sheet metal work or roof drains and lead roof drain flashings, or other items not stated on the face of this proposal are included in this contract. Tecta America Dakotas LLC shall not be responsible for additional costs due to the existence of rotted wood blocking, wet insulation, or other subsurface or latent conditions that are not disclosed in writing to Tecta America Dakotas LLC. The raising, disconnection or re-connection of any mechanical equipment on the roof that may be necessary for Tecta America Dakotas LLC to perform the roofing work shall be performed by others or treated as an extra unless specifically included on the face of this proposal. Roof penetrations and other roof top equipment not shown on drawings that require flashing by Tecta America Dakotas LLC will be considered extra work.
22. Payment. Unless stated otherwise on the face of this proposal, payment, including monthly progress pay requests, shall be made by Customer within 30 days of receipt of invoice. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid. If Customer does not make payment, Tecta America Dakotas LLC shall be entitled to recover from Customer all costs of collection incurred by Tecta America Dakotas LLC, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of Tecta America Dakotas LLC. Failure of Customer to make proper payment to Tecta America Dakotas LLC when due shall entitle Tecta America Dakotas LLC, at its discretion, to suspend all work and shipments, including furnishing warranty, until final payment is made or terminate this contract. The contract sum to be paid to Tecta America Dakotas LLC shall be increased by the amount of Tecta America Dakotas LLC's reasonable costs of shutdown, delay and start up.
23. The parties acknowledge that the potential effects of the global outbreak of the Coronavirus (COVID-19) on the construction industry and the performance of construction projects are not yet fully known and are beyond the control of the parties. The effects of this outbreak may adversely affect the Contractor's (or Subcontractor's) labor force, the supply chain for materials, the delivery of materials and/or otherwise adversely affect the Contractor's (or Subcontractor's) performance of the work, causing delays in the prosecution and completion of the work and the project. The parties agree that delays resulting from the effects of the Coronavirus are beyond the control of the Contractor (or Subcontractor) and the Contractor (or Subcontractor) will be granted a reasonable extension of time and a potential equitable adjustment to complete its work if such delays occur.

Tecta America Dakotas LLC agrees that it and each subcontractor shall to the extent applicable by law comply with (1) the terms of the Equal Opportunity and Affirmative Action clauses, which are incorporated herein by this reference, and program requirements contained in 41 CFR §§ 60-1.4(a), 250.5(a) and 741.5(a), or their successors, concerning women, minorities, eligible veterans and individuals with a disability, (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR § 60-4.2(d)), or its successor, (3) the EEO-1 and VETS-100 form filing requirements contained in 41 CFR §§ 60-1.7 and 61-250.5(a) or their successors, and (4) all applicable Executive Orders, laws and regulations relating to any of the above.

INITIALS _____

**CITY OF ADA
RESOLUTION NO. 2024-11-01**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF
ADA ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of Ada on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Ada, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Ada on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Chief of Police, Stephen Hager, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Prosecuting Attorney, Elizabeth Brainard, or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That John Hintz, the Mayor for the City of Ada, and Ashley Larson, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, _____.

CITY OF ADA

By: John Hintz
Its Mayor

ATTEST: _____
By: Ashley Larson
Its City Administrator



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Ada on behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent annually for a total annual cost of Six Hundred Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Diane Bartell, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.2590

Email Address: Diane.Bartell@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Stephen Hager, Chief
Address: 410 W Main St
PO Box 107
Ada, MN 56510
Telephone: 218.784.5510
Email Address: shager@adamn.gov

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and

the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK

The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

RESOLUTION NO. 2024-11-02

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

**RESOLUTION CERTIFYING GRANT AND LOAN REQUESTS FOR ADA
ECONOMIC DEVELOPMENT ACTIVITIES**

BE IT RESOLVED by the City Council of the City of Ada, County of Norman, Minnesota, that the Economic Development Authority recommends an economic development loan for a business that will create jobs in the community. The loan is therefore contingent:

1. Upon the delivery of a business plan which addresses all applicable elements associated with Section 5 of the City of Ada Small Business RLF Program Application.

AND

2. Gap financing for the purchase of the facility and equipment **OR** a fully executed rental agreement for the facility and/ or Contract for Deed which will enable the City to leverage some type of assets (to include personal property) should the loan fail.

Total Loan **\$30,000**

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

Ayes:

Nayes:

Abstentions:

The Mayor then declared this resolution passed this 6th day of November 2024 and the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Norman County, Minnesota

Dated: November 6, 2024

John Hintz, Mayor

ATTEST:

Ashley Larson, City Administrator, Clerk-Treasurer

