

**City of Ada**  
**Meeting of the City Council**  
**Tuesday, April 8, 2025 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.** March 2025 Council Meeting minutes
  - B.** March 2025 Special Session Meeting minutes
  - C.** City Accounts payables in the amount of \$
  - D.** City Accounts prepaid checks in the amount of \$
  
- 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
  
  - B.** Administrator / Clerk / Treasurer Report.
    - 1) Department Updates
    - 2) Event Center Updates
      - a. Pay Order Request #3
      - b. Change Order for north wall
      - c. Flood Damage Wall Repairs
    - 3) Week of the Young Child – Community Helper’s Day
    - 4) Equipment Auction
    - 5) Midwest Inspections Contract Termination

**IX. Old Business**

- a. Norman County Raceway Advertising Opportunities

**XII. New Business**

- A. Kaleidoscope Guests, March – Casey/Mike
- B. 1<sup>st</sup> Reading Ordinance 489 - Dumpster Ordinance
- C. Mowing Bids Contracts
- D. 2025 Liquor License Renewals
- E. Post Prom Donation Request
- F. Cody Holte Memorial Softball Tournament Donation Request
- G. Committee Updates
  - A. Public Works
  - B. Public Safety
    - 1) Fire Department Training Conference April 7=12<sup>th</sup> in Indianapolis-Steve Petry Request
  - C. EDA
  - D. Beautification

**XIII. Adjournment**

**City of Ada**  
**Meeting of the City Council Minutes**  
**Tuesday, March 4, 2025, 6:00 P.M. – Council Chambers**

**Agenda**

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call Members present: Nordquist, Roux, Erickson, Kroshus. Members absent: Krieger, Nelson, and Ness. Others present: Administrator Larson, Mayor Hintz, and members of the media**
- IV.**
- V. Citizen Forum** – *Individuals may address the council about any item of concern. A maximum of 15 minutes is allotted for the forum. If the full 15 minutes are not needed for the forum, the City Council will continue with the agenda. The City Council will take no official action on items discussed at the forum, with the exception of referral to staff or commission for future report.*
- VI. Consent Agenda** – *These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*
  - A.** February 2025 Council Meeting minutes
  - B.** City Accounts payables in the amount of \$27,006.42
  - C.** City Accounts prepaid checks in the amount of \$256,373.01

**Motion made by member Roux and seconded by member Erickson to approve the consent agenda. In Favor: Roux, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

- VII. Approve Agenda** – *No item of business shall be considered unless it appears on the agenda for the meeting. Council Members may add items to the agenda by a majority vote of the council.*

**Motion made by member Kroshus and seconded by member Nordquist to approve the agenda with the following changes, remove Moore Engineering Update. In Favor: Roux, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

- VIII. Presentations with possible discussion and decision.**

- A. Al's Disposal**

- a. Clean Up Week**

- Julie Bitker represented Al's Disposal. Clean Up Week dates are May 1<sup>st</sup>- May 3<sup>rd</sup> at the Fire Department parking lot. Same system and operating times that have been in previous

years. Ashley will work with Julie to update the clean up week brochure and send to Ada residents.

b. Residential Dumpsters

Member Roux brought up to Al's Disposal and the rest of the council the discussion that took place at the Public Works board meeting. The board recommends the City update ordinances to restrict the use of dumpsters for residential weekly pick up. Administrator Larson will work on drafting the ordinance and 1<sup>st</sup> reading will be held at the April council meeting.

**B. Event Center Repairs** – Alex Schwarzhoff from Interstate Engineering was present to give an update on the repairs at the Event Center and to address the status of Dan Johnson Construction. A pay request for a total of \$85,475.03 was requested. After discussions on the progress of the work that had been done at the Event Center, many felt the pay request was too high and did not reflect the percentage of actual work done.

**Member Kroshus made a motion and seconded by member Nordquist to pay 50% of the pay application for a total amount of \$42,737 at this time to Dan Johnson Construction. In Favor: Roux, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

C. Moore Engineering Update – no update

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

**A. Mayors Report**

1) Declaration of Week of the Young Child April 6-April 12th

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

1) Department Updates

Administrator Larson shared with the council updates on each department. Public Works is busy with street sweeping, steaming storm drains, and helping at the Event Center, The Police Department is now wearing their new body cameras, they are focusing on blight and parking violations, and attending active shooter training, the Liquor Store had a profit increase of \$295 from 2024, and the Dekko Center is busy with swim lessons and NCE-Ulen-Hitterdahl rec programs.

2) Dekko Center Update

steam room is now open, Rusco Windows is working on the pool doors and windows, the hot tub will be delivered the week of March 10<sup>th</sup>, plans for the hot tub install are still sitting at the State and we do not have final approval.

3) Event Center Bar Flooring - \$6562 Crompton Flooring

**Motion made by member Roux and seconded by member Erickson to approve the bid from Dustin Crompton Flooring for behind the bar in the Event Center in the amount of \$6562**

**for labor plus \$2749.85 for materials for a total of \$9311.85. In Favor: Roux, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

## **X. Old Business**

## **XII. New Business**

**A.** Kaleidoscope Guests, March – Casey/Mike – both absent, Erickson and Roux will fill in.

**B.** Norman County Raceway Advertising Opportunities

The Council suggested member Kroshus reach back out to the Norman County Raceway and work on an advertising package that would be closer to our budget. Wayne will reach out to Jake Bitker and bring a proposal to the April meeting.

**C.** Northern States Power Capacity Agreement

**Motion made by member Roux and seconded by member Erickson to approve the Northern States Power Capacity Agreement. In Favor: Roux, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

**D.** Committee Updates

**A.** Public Works

**B.** Public Safety – No meeting

**C.** EDA

1) Resolution 2025-03-01 RLF

**Motion made but member Kroshus and seconded by member Nordquist to approve Resolution 2025-03-01 RLF in the amount of \$30,000. By roll call vote In Favor: Roux, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

2) Resolution 2025-03-02 RLF

**Motion made by member Roux and seconded by member Erickson to approve Resolution 2025-03-02 RLF in the amount of \$30,000. By roll call vote, In Favor: Roux, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

**D.** Beautification – Committee met and discussed ways to spend their \$10,000 budget. They will continue to straighten stones in the Cemetery and are discussing some Eagle Scout Projects.

## **XIII. Adjournment**

**Motion made by member Roux and seconded by member Erickson to adjourn the meeting at 7:00pm. In Favor: Roux, Erickson, Nordquist, and Kroshus. Opposed: None. Motion passed.**

**City of Ada**  
**City Council Special Session Minutes**  
**Tuesday, March 18, 2025 at 6:00 p.m.**  
**City Hall**

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call – Members Present: Nelson, Ness, Krieger, Roux, Kroshus, and Erickson.  
Members Absent: Nordquist. Others Present: Mayor Hintz and Administrator Larson
  
- IV. Event Center Pay Application Request \$102,170.73

**Member Roux made the motion and member Krieger seconded to accept the pay application from Dan Johnson Construction for progress work done at the Event Center in the amount of \$102,170.73. In Favor: Nelson, Ness, Roux, Krieger, Kroshus, and Erickson. Opposed: None. Motion Passed.**

- V. Adjourn

**Member Krieger made a motion and member Roux seconded to adjourn the meeting at 6:12pm. In Favor: Nelson, Ness, Roux, Krieger, Kroshus, and Erickson. Opposed: None. Motion Passed.**

Feb-25 Interim Combined Statement of Cash and Investments

Fund	Cash Balance 1/31/2025	Investment Balance 1/31/2025	February Cash Debits	February Cash Credits	February Invest Debits	February Invest Credits	Balance 2/28/2025
General Fund	(379,590.38)	393,923.54	31,961.34	215,716.34	5,629.74		(163,792.10)
Special Revenue Funds:	0.00						0.00
TIF District 2-1 Redevelopment	(2,163.51)						0.00
TIF District 2-2 Housing	301,411.33						(2,163.51)
TIF District 2-3 Housing	37,909.63						301,411.33
Demolition\Blight Fund	4,844.66						37,909.63
(207) 2015 Revolving Loan Account	36,824.80	12,145.45	18,359.94	50,000.00			16,990.11
(208) Ada Economic Development Revolving Loan	20,529.88	3,832.97					5,184.74
Library	(686,946.08)	40,566.63		1,198.25			24,362.85
Community Center Maintenance Fund	42,315.76	722,532.13					14,761.54
Recreation Development Fund	(361,195.37)	40,000.00					35,586.05
Long Term Designated Capital	257,050.02	501,218.71					82,315.76
Long Term Designated Capital II	(69,653.74)	635,737.31					140,023.34
Public Works	(165,489.92)	4,690.92					892,787.33
Capital Project - Emergency Services Building	0.00						(64,962.82)
Capital Project - Lift Station / Force Main Project	(33,349.81)		29,289.34	1,082.07			3,321.04
Capital Project - New Well	115,620.76		4,819.65	4,819.65			(165,489.92)
Ada Event Center	0.00						0.00
Community Development Fund	30,372.43						(5,142.54)
Downtown Development District	125,846.40						115,620.76
Debt Service Funds:	0.00						30,372.43
2008 Lease Purchase Fire Hall	38,806.36						0.00
2003 G. O. Improvement Bonds (Street Project)	(35,509.00)	3,539.73					125,846.40
1999 G. O. Water / Sewer Rev Bonds	0.00						42,346.09
2000 G. O. Improvement Bonds	9,550.15						(35,509.00)
2020 G. O. Water Tower Improvement	(805.00)						0.00
2020 G. O. Lift Station Improvements	(460,813.59)	82,914.83	57,451.67	29,778.49			9,550.15
(513) 2023 Sewer Project	3,215,395.02	10,179.15	235,099.58	121,721.29			(38,556.09)
Enterprise Funds:							(805.00)
Water and Sewer Fund	167,603.36	1,237.75	44,578.07	50,230.80			9,550.15
Electric Utility	2,148,722.27	2,452,519.12	421,559.59	474,546.89	5,629.74	0.00	(350,225.58)
Liquor							3,338,952.46
<b>Total - All Funds</b>							<b>163,188.38</b>
Frandsen-General Checking\Invest							<b>4,553,883.83</b>
Frandsen Bank - Incidental							5,195.91
Frandsen Bank - ICS account							1,306.49
Frandsen Bank -							2,460,174.63
Frandsen Bank - CD - #1300372509							750,000.00
Frandsen Bank - CD - #1300280235							314,289.04
Mid-MN-CU							759,447.15
American Federal Bank CD (LT Desig Cap II)							263,470.61

Total Balances 2-28-2025

**PROGRESSIVE ESTIMATE  
OF  
WORK COMPLETED**

PROJECT No. ER24 00 064

PROJECT: ADA, MN  
ADA EVENTS CENTER ROOF REPAIR

ESTIMATE No.: 3

FROM DATE:	START
TO DATE:	March 13, 2025
CONTRACT COST:	\$ 198,790.00
NET CHANGE BY CCO & WORK ORDERS:	\$ 20,000.00
CONTRACT SUM TO DATE:	\$ 218,790.00

STARTING DATE:	<u>6-Jan-25</u>
TOTAL % Complete:	<u>100.0%</u>

CONTRACTOR: Dan Johnson Construction  
212 W Junius Ave  
Fergus Falls, MN 56537

CONSTRUCTED TO DATE	\$	218,790.00
MATERIALS SUITABLY STORED	\$	-
TOTAL COSTS TO DATE	\$	218,790.00
LESS RETAINAGE 5%	\$	(10,939.50)
LESS AMOUNT PAID IN PREVIOUS ESTIMATES	\$	(144,908.25)
<b>NET AMOUNT DUE THIS ESTIMATE</b>	<b>\$</b>	<b>62,942.25</b>

**CERTIFICATIONS AND APPROVAL**

**CONTRACTOR:**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

BY: Dan Johnson

DATE: 3/26/25

**ENGINEER:**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the net amount due this estimate.

BY: Alex Ambuff

DATE: 3-27-2025

**RECOMMENDED FOR APPROVAL:**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_



**ADA EVENTS CENTER ROOF REPAIR  
ADA, MN**

**CONTRACTOR:** Dan Johnson Construction  
212 W Junius Ave  
Fergus Falls, MN 56537

ER24 00 064

**PROGRESSIVE ESTIMATE No.** 3

**Date Prepared:** March 26, 2025

**By:**

ITEM No.	ITEM DESCRIPTION	UNITS	CONTRACT			CONSTRUCTED			
			CONTRACT QUAN.	UNIT PRICE	EXTENDED PRICE	QUANTITIES		AMOUNT	
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE
1	DIVISION 01-General Requirements	Lump Sum	1	\$ 26,430.00	\$ 26,430.00		1		\$ 26,430.00
2	DIVISION 02-Existing Conditions	Lump Sum	1	\$ 27,100.00	\$ 27,100.00		1		\$ 27,100.00
3	Structural Steel-Reinforce Broken Memebers	Each	24	\$ 975.00	\$ 23,400.00		24		\$ 23,400.00
4	Structural Steel-Attic Access	Lump Sum	1	\$ 41,600.00	\$ 41,600.00		1		\$ 41,600.00
5	Insulation	Lump Sum	1	\$ 25,500.00	\$ 25,500.00	1	1	\$ 25,500.00	\$ 25,500.00
6	Acoustic Ceiling	Lump Sum	1	\$ 28,600.00	\$ 28,600.00	1	1	\$ 28,600.00	\$ 28,600.00
7	Mechanical	Lump Sum	1	\$ 3,000.00	\$ 3,000.00		1		\$ 3,000.00
8	Electrical	Lump Sum	1	\$ 6,000.00	\$ 6,000.00		1		\$ 6,000.00
					\$ -				
8a	Repair/Reinforce Broken Members Option 1-Truss Option	Each	24	\$ 715.00	\$ 17,160.00	12	24	\$ 8,580.00	\$ 17,160.00

**TOTAL BASE BID AND BID ALTERNATE "A"      \$ 198,790.00                      \$ 62,680.00    \$ 198,790.00**

	CONTRACT	CONSTRUCTED
<b>BASE BID</b>	\$ 198,790.00	\$ 198,790.00
<b>CHANGE ORDERS</b>	\$ 20,000.00	\$ 20,000.00
<b>MATERIALS SUITABLY STORED</b>		\$ -
<b>TOTALS</b>	<b>\$ 218,790.00</b>	<b>\$ 218,790.00</b>

**ADA EVENTS CENTER ROOF REPAIR  
ADA, MN**

**CONTRACTOR:**  
Dan Johnson Construction  
212 W Junius Ave  
Fergus Falls, MN 56537

March 26, 2025

**CHANGE ORDER No. 1**

ITEM No.	ITEM DESCRIPTION	UNITS	CONTRACT QUAN.	CONTRACT		CONSTRUCTED			
				UNIT PRICE	EXTENDED PRICE	QUANTITIES		AMOUNT	
						THIS PERIOD	TO DATE	THIS PERIOD	TO DATE
1	DIVISON 01-General Requirments	Lump Sum	1	\$ 3,100.00	\$ 3,100.00		1	\$ -	3,100.00
3	Structural Steel-Reinforce Broken Members	Each	10	\$ 975.00	\$ 9,750.00		10	\$ -	9,750.00
8a	Repair/Reinforce Broken Members Option 1-Truss Option	Each	10	\$ 715.00	\$ 7,150.00	5	10	\$ 3,575.00	7,150.00
					\$ 20,000.00			\$ 3,575.00	\$ 20,000.00

		<u>CONTRACT</u>	<u>CONSTRUCTED</u>
CHANGE ORDER No.	1	\$ 20,000.00	\$ 20,000.00
CHANGE ORDER No.			
CHANGE ORDER No.			
CHANGE ORDER No.			
CHANGE ORDER No.			
CHANGE ORDER No.			

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<b>TOTAL CHANGE ORDERS TO DATE</b>	<b>\$ 20,000.00</b>	<b>\$ 20,000.00</b>
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# CHANGE ORDER

Change Order 2

Date: 3-28-2025

**NAME OF PROJECT:** Ada Events Center Roof Repair  
Ada, MN

**OWNER:** City of Ada

**CONTRACTOR:** Dan Johnson Construction

The following changes are hereby made to the CONTRACT DOCUMENTS:

## **DESCRIPTION:**

Add 2 additional joist repairs where additional damage was discovered.  
Repair paneling on North wall that was removed to assess damage.

## **Change in CONTRACT PRICE:**

Original CONTRACT PRICE: \$ 198,790.00

The CONTRACT PRICE due to this CHANGE ORDER will be **INCREASED** by \$ 7,930.00

CONTRACT PRICE including previous CHANGE ORDER is: \$ 218,790.00

The new CONTRACT PRICE including this CHANGE ORDER will be: \$ 226,720.00

## **Change to CONTRACT TIME:**

The CONTRACT COMPLETION DATE is: Unchanged

**Requested by:** \_\_\_\_\_  
Date

**Recommended by:** Alex Anduff \_\_\_\_\_  
Date 3-31-2025

**Approved by:** \_\_\_\_\_  
Date

The following items are to be ADDED to the CONTRACT

ITEM	3	Structural Steel-Reinforce Broken Members	EACH
			ADD 2 @ \$975 = \$1,950
		<b>ADD</b>	<b>\$1,950.00</b>
ITEM	8a	Repair/Reinforce Broken Members Option 1- Truss Option	EACH
			ADD 2 @ \$715 = \$1,430
		<b>ADD</b>	<b>\$1,430.00</b>
ITEM	9	North Wall Repair	LUMP SUM
		<b>ADD</b>	<b>\$4,550.00</b>
		<b>NET CHANGE:</b>	<b><u>\$7,930.00</u></b>

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# ESTIMATE



## Prepared For

City Of Ada  
415 W Main St  
Ada, MN 56510  
(218) 784-5520

### Dan Johnson Construction LLC

PO Box 460, LIC # BC639472  
Fergus Falls, MN 56537  
Phone: (218) 731-5626  
Email: dan@djcmn.com

Estimate # 1728  
Date 03/27/2025  
Business / Tax # 45-2830297

Description	Rate	Quantity	Total
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Repair Bar Paneling	\$4,550.00	1	\$4,550.00
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Unable to match existing product. Estimate priced to replace full wall to doorway roughly 390SqFt

- Prepare surface for new paneling
- Paint new paneling to match existing color as close as possible
- Install new paneling 43' long by 9' tall (Paneling comes as 8' and will have a seam with a transition trim piece to match existing)
- Provide and install new vinyl base
- 14 pcs. of 4x8 panel
- cut for top splice
- Paint all Panels as well as transition Trim



<b>Subtotal</b>	\$4,550.00
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<b>Total</b>	<b>\$4,550.00</b>
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Final Payment Due Upon Completion

# ESTIMATE



**Prepared For**





City Of Ada  
 415 W Main St  
 Ada, MN 56510  
 (218) 784-5520

**Dan Johnson Construction LLC**

PO Box 460, LIC # BC639472  
 Fergus Falls, MN 56537  
 Phone: (218) 731-5626  
 Email: dan@djcmn.com

Estimate # 1725  
 Date 03/19/2025  
 Business / Tax # 45-2830297

Description	Rate	Quantity	Total
Wall Repair - Repair wall covering from water damage - Hang drywall where missing - Paint & install 750 LnFt of 1x4 trim for base and chair rail - Install 375 LnFt 4' Galvanized corrugated metal wainscoting (Match Ballroom as close as possible) - Updated bid includes portion of bar area needing additional wainscoting due to water damage	\$16,813.00	1	\$16,813.00



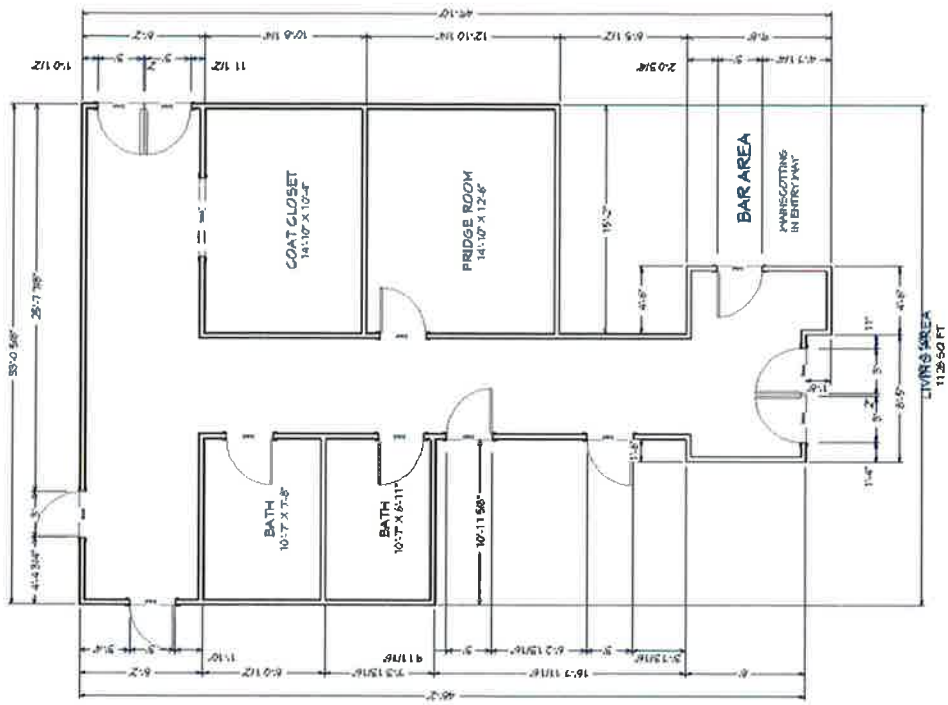
Scan to Pay Online

<b>Subtotal</b>	<b>\$16,813.00</b>
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<b>Total</b>	<b>\$16,813.00</b>
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<b>Deposit Due</b>	<b>\$8,406.50</b>



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Final Payment Due Upon Completion



514.011 NOTICE.

Subdivision I. Contractors. Every person who enters into a contract with the owner for the improvement of real property and who has contracted or will contract with any subcontractors or material suppliers to provide labor, skill or materials for the improvement shall include in any written contract with the owner the notice required in this subdivision and shall provide the owner with a copy of the written contract. If no written contract for the improvement is entered into, the notice must be prepared separately and delivered personally or by certified mail to the owner or the owner's authorized agent within ten days after the work of improvement is agreed upon. The notice, whether included in a written contract or separately given, must be in at least 10-point bold type, if printed, or in capital letters, if typewritten and must state as follows:

"(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."

A person who fails to provide the notice shall not have the lien and remedy provided by this chapter.

The notice required by this subdivision is not required of any person who is an owner of the improved real estate, to any corporate contractor of which the owner of the improved real estate is an officer or controlling shareholder, to any contractor who is an officer or controlling shareholder of a corporation which is the owner of the improved real estate, or to any corporate contractor managed or controlled by substantially the same persons who manage or control a corporation which is the owner of the improved real estate.

Subd. 2. Subcontractor to give notice. (a) Every person who contributes to the improvement of real property so as to be entitled to a lien pursuant to section 514.01, except a party under direct contract with the owner must, as a necessary prerequisite to the validity of any claim or lien, cause to be given to the owner or the owner's authorized agent, either by personal delivery or by certified mail, not later than 45 days after the lien claimant has first furnished labor, skill or materials for the improvement, a written notice in at least 10-point bold type, if printed, or in capital letters, if typewritten, which shall state:

"This notice is to advise you of your rights under Minnesota law in connection with the improvement to your property.

Any person or company supplying labor or materials for this improvement may file a lien against your property if that person or company is not paid for the contributions.

If we are not paid by your contractor, we can file a claim against your property for the price of our services.

You have the right to pay us directly and deduct this amount from the contract price, or withhold the amount due us from your contractor until 120 days after completion of the improvement unless your contractor gives you a lien waiver signed by me (us).

We may not file a lien if you paid your contractor in full before receiving this notice."

(b) A person entitled to a lien does not lose the right to the lien for failure to strictly comply with this subdivision if a good faith effort is made to comply, unless the owner or another lien

claimant proves damage as a direct result of the failure to comply.

Subd. 3. Material suppliers, may request information. A contractor who contracts with any subcontractors or material suppliers to provide labor, skill or materials for the improvement shall upon request provide the subcontractor or material supplier with the name and address of the owner within 10 days of the initial request. Any contractor who fails to supply the information requested pursuant to this subdivision, is liable for any actual damages sustained or expenses incurred by the subcontractor or material supplier because of the contractor's failure to provide the information, plus reasonable attorney fees and costs.

Subd. 4. [Repealed, 1981 c 213 s 4]

Subd. 4a. Exceptions; same ownership. The notice required by this section shall not be required to be given where the contractor is managed or controlled by substantially the same persons who manage or control the owner of the improved real estate.

Subd. 4b. Exceptions; multiple dwelling. The notice required by this section shall not be required to be given in connection with an improvement to real property consisting of or providing more than four family units when the improvement is wholly residential in character.

Subd. 4c. Exceptions; nonagricultural and nonresidential real estate. The notice required by this section shall not be required to be given in connection with an improvement to real property which is not in agricultural use and which is wholly or partially nonresidential in use if the work or improvement:

(a) is to provide or add more than 5,000 total usable square feet of floor space; or

(b) is an improvement to real property where the existing property contains more than 5,000 total usable

square feet of floor space; or

(c) is an improvement to real property which contains more than 5,000 square feet and does not involve the construction of a new building or an addition to or the improvement of an existing building.

For the purposes of this subdivision, "agricultural use" shall have the meaning given to it in section 473H.02, subdivision 3.

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For the purposes of clause (c), improvements include, but are not limited to, clearing, excavating, grading, filling in, landscaping, well digging, drilling or repairing, paving, surfacing or striping parking lots, digging or repairing a ditch, drain, or reservoir.

Subd. 5. Owner defined. For the purposes of this section, "owner" means the owner of any legal or equitable interest in real property whose interest in the property ( 1) is known to one who contributes to the improvement of the real property, or (2) has been recorded or filed for record if registered land, and who enters into a contract for the improvement of the real property.

Subd. 6. [Repealed, 1989 c 160 s 4]

History: 1973 c 247 s 2; 1978 c 703 s 1-4; 1981 c 213 s 1-3; 1982 c 424 s 132; 1982 c 433 s 1,2; 1983 C 296 S 1,2; 1986 C 444; 1989 C 160 S 1-3

By signing this document, the customer agrees to the services and conditions outlined in this document.

---

Dan Johnson

A handwritten signature in black ink, appearing to read "Ashley Lee". The signature is written in a cursive style with a large initial 'A' and a long, sweeping underline.

City Of Ada

To: City of Ada  
15 4<sup>th</sup> Ave E  
Ada, MN 56510

04/02/2025

Good morning,

With careful consideration Midwest Inspection Services has determined the need to terminate our building code administration services agreement with the City of Ada. We will provide the appropriate termination period per our agreement of 90 days. We will look to make this transition as seamless as possible for the city.

The permits and inspection services for existing permits will continue until completion. If the city would like to keep any new permits in house, please let us know and we will forward them back to you.

Our Building Code Administration Agreement will end on Tuesday July 1st.

Please feel free to contact us if you have any questions.

*Michael Blevins*

Mike Blevins  
Midwest Inspection Services LLC  
Office: 701-532-1078  
Fax: 701-532-1608  
[midwestinspectionsservicesnd.com](http://midwestinspectionsservicesnd.com)

Norman County Raceway Sponsorship

City of Ada sponsors Fan Appreciation Night (August 21) at NCR for \$1750

3x5 sign up in front of grandstands

Logo on the schedule

Live name mention nightly

Radio and social media ads the week of before the race

Opportunities to do promotions during the year

Thanks, Jake

ORDINANCE NO. 489

AN ORDINANCE REGULATING THE USE OF DUMPSTERS ON RESIDENTIAL  
PROPERTY WITHIN THE CITY OF ADA, MINNESOTA

The City Council of the City of Ada, Minnesota does hereby ordain that Chapter 34, Article II  
of the Ada City Code is amended as follows:

Section 34-40 is amended to read as follows:

**Sec. 34-40. Dumpsters on residential properties.**

*(a) Findings and Purpose.*

The City Council finds that dumpsters and roll-off dumpsters are sometimes necessary on residential properties for temporary projects such as remodeling, clean up, landscaping, renovations and construction activities. However, the extended presence of dumpsters on residential properties may cause aesthetic and health and safety concerns for adjacent property owners and often impede the use of public rights-of-way. Accordingly, the permanent or semi-permanent use of dumpsters and roll-off dumpsters on residential properties are declared to be public nuisances. The City Council determines it is in the best interests of the public health, safety, comfort, peace, tranquility and general welfare to limit the use of dumpsters on residential property.

*(b) Temporary Nature*

A dumpster may be temporarily located on a residential property so long as it does not obstruct vehicle or pedestrian traffic. A dumpster may remain on a residential property for up to sixty (60) days during any calendar year. A dumpster must be removed within five calendar days of the later of the expiration of a building permit, passage of all final inspections, or issuance of a certificate of occupancy.

*(c) Permit*

The City Council may grant a permit to any person authorizing a dumpster to remain on a residential property beyond sixty (60) days during a calendar year. The City Council has the discretion to fix the amount of time beyond sixty (60) days during which the permit will be valid. The City Council may attach conditions to the permit as it deems appropriate. In considering the granting of a permit under this subsection, the City Council must consider the following:

- 1) Whether the applicant has shown sufficient cause that warrants the additional time period;
- 2) Whether there is active and ongoing construction, remodeling or renovation activity at the site;
- 3) Whether the dumpster is visible from surrounding properties; and
- 4) Whether there are health, welfare or safety concerns implicated by the request.



*(d) Regulations*

- 1) Dumpsters must be well maintained and in good working condition, display the name or logo and telephone number of the owner of the dumpster, and be suitably supported at each contact point to prevent damage to paved surfaces.
- 2) Dumpsters must be covered when materials inside are easily airborne, pose a hazard, emit an odor, or are otherwise offensive.
- 3) Debris must be placed inside the dumpster, not alongside or on top of it.
- 4) All dumpsters are required to be emptied when full. For this chapter, “full” is defined as when the content of the dumpster reaches an average level of one (1) foot below the top edge of the dumpster sides. Any dumpster that is full and is not emptied within seven calendar days shall be considered in violation of this chapter.
- 5) Cleaning dumpsters on the street or sidewalk is not permitted.

*(e) Roll-off Dumpsters in the Public Right-of-Way*

- 1) A roll-off dumpster placed in the public right-of-way must have a flasher or reflector on the outside corner facing traffic at all times. Where traffic may approach from either side, the dumpster must have a flasher or reflector on the outside corner on both sides. Type I or Type II barricades can be used as an alternate to flashers and reflectors.
- 2) Roll-off dumpsters shall not block a public sidewalk or be placed in a location that restricts the “sight lines” of an intersection. “Sight lines” will be determined by the Streets Supervisor.
- 3) Roll-off dumpsters placed in the public right-of-way for construction, remodeling, or demolition projects shall be removed immediately upon the completion of the project. No dumpster shall be placed in the public right-of-way for more than 30 days. An extension of the 30-day rule may be allowed with written permission from the city.
- 4) The owner and/or the user of a roll-off dumpster on a public right-of-way is/are responsible for any public property, street, curb, and gutter, or public infrastructure damage.
- 5) No roll-off dumpster shall be placed in the public right-of-way during the **WINTER SNOW SEASON**, defined for the purpose of this chapter as the period from November 1 to April 1, unless approved by the City Council.

*(f) Denial of Dumpster Use*

- 1) The City Council may deny the use of dumpsters in the public right-of-way if the dumpster is too wide to allow public safety vehicles through, or due to any other traffic concerns.
- 2) The City Council may also deny the use of dumpsters to protect public health or safety concerns.

*(g) Penalty.*

Any person who allows a dumpster to remain on a residential property in violation of this Ordinance, or in violation of any permit granted by the City Council pursuant, is guilty of a misdemeanor.

*(h) Effective Date.*

This Ordinance becomes effective upon passage and publication.

Adopted by the City Council of the City of Ada, Minnesota this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF ADA:

ATTEST:

\_\_\_\_\_  
John Hintz  
Mayor

\_\_\_\_\_  
Ashley Larson  
City Administrator

## APRIL 2025 LIST OF LICENSES

**COIN OPERATED MACHINES:** Exp - 4/30/2026

ARC LANES, INC. - 6 Bowling Lanes  
WEST MAIN PIZZA - 3 coin machines  
MAIN STREET BAR – 4 coin machines

**SET-UP (CONSUMPTION) LIQUOR LICENSES:** Exp 4/01/2026

ARC LANES, INC.

**ON-SALE LIQUOR LICENSES:** Exp 4/30/2026

TWISTED SISTERS AT PUB 21  
MAIN STREET BAR

**ON-SALE 3.2 MALT LIQUOR LICENSES:** Exp 4/30/2026

ARC LANES, INC.

**STRONG BEER & WINE LICENSES:** Exp 4/30/2026

WEST MAIN PIZZA

**TEMPORARY LICENSE-STRONG BEER & WINE LICENSES:** Exp 4/30/2026

NORMAN COUNTY AGRICULTURAL SOCIETY - FAIR GROUNDS

**OFF-SALE LIQUOR LICENSES:** <sup>THC</sup> Exp 4/30/2026

ADA MUNICIPAL LIQUOR STORE

**2AM LICENSES:**

To AGED

TWISTED SISTERS AT PUB 21 - Exp  
MAIN STREET BAR - Exp

**SUNDAY LICENSES:**

MAIN STREET BAR - Exp 4/30/2026  
TWISTED SISTERS AT PUB 21 - Exp 4/30/2026  
WEST MAIN PIZZA - Exp 4/30/2026

**INSURANCE:**

TWISTED SISTERS AT PUB 21 - Exp 4/01/2026  
ARC LANES, INC. - Exp 4/01/2026  
MAIN STREET BAR – Exp 4/01/26  
WEST MAIN PIZZA – Exp 4/01/26  
NORMAN COUNTY AGRICULTURAL SOCIETY - Exp 9/01/26  
ADA MUNICIPAL LIQUOR STORE - Exp 8/05/26










## 2025 Ada-Borup-West After-Prom Party

*The time is fast approaching for the Ada-Borup-West High Junior Senior Prom. To make this occasion a positive and memorable experience, the parents of the junior's are planning for the 24th annual after prom party to be held at Kingpins in Fargo, ND and our high school commons.*

*Activities and entertainment are being planned to provide an enjoyable night of fun. In order to encourage participation, we are asking for your donation which will be used for prizes and t-shirts. Donations could consist of:*

- 1. Gift donation*
- 2. Money donation*
- 3. T-shirt donation of \$100*

*(which consists of business name on the back of the shirt)*

*Please send or bring donations to:*

*Ada-Borup-West High School*

*Attn: Kelsey Grivno*

*604 West Thorpe Avenue*

*Ada, MN 56510*

*218-784-5300*

*Thank you for helping keep our kids safe and making our party a huge success!*

*\*\*You are invited to attend the Grand March on Saturday, May 1 at 6:30 PM in the ABWHS auditorium. \$2 admission will be charged to K-Adult, which will go towards the After-Prom Party.*







Cody's Fifth Annual Softball Tournament  
Ada-Borup Baseball Fields  
Ada, MN  
May 31<sup>st</sup>, 2025

To Whom It May Concern:

Cody Holte was a Grand Forks Police Officer that tragically lost his life in the line of duty on May 27<sup>th</sup>, 2020. Cody put God, family, and his country above all else. "Don't let yesterday use up today," is the saying he lived by. His infectious smile, kind heart, outgoing personality, and competitive edge left an imprint on all he touched.

As a valuable member of our community, we are reaching out to see if you would like to be a monetary sponsor in Cody's Fifth Annual Softball Tournament on May 31<sup>st</sup>, 2025. Proceeds from the tournament will go toward the **Cody Holte Scholarship Fund** which supports local student(s) who are majoring in Criminal Justice and/or enlisted in the military.

Below are the donation tiers for our event. Each donor will be recognized on our tournament t-shirt.

Platinum - \$1,000 or more  
Gold - \$750 - \$999  
Silver - \$500 - \$749  
Bronze - \$50 - \$499

The **Cody Holte Scholarship Fund** is a component of the Northwest Minnesota Foundation, a community foundation with the mission of *Building Better Lives* in northwest Minnesota. Donations can be made to **Cody Holte Scholarship Fund** and sent to Northwest Minnesota Foundation - 201 3rd St. NW, Bemidji, MN 56601. You can also donate online at [www.nwmf.org](http://www.nwmf.org), under GIVE NOW, and choose **Cody Holte Scholarship Fund** in the direct support drop down option.

Please be sure to have your donations made by April 21<sup>st</sup>, 2025 for your name/business to be included on the t-shirt.

We are also taking Silent Auction items for the event. Please reach out to [codyholtesoftballtournament@gmail.com](mailto:codyholtesoftballtournament@gmail.com) if you would like to donate a Silent Auction item.

We would like to thank you in advance for your generosity. Please do not hesitate to contact us at [codyholtesoftballtournament@gmail.com](mailto:codyholtesoftballtournament@gmail.com) with any questions.

Thank you,  
Family of Cody Holte



Please fill out this form for our records and for proper recognition of your generous donation/silent auction item(s) and mail to the address below by April 21<sup>st</sup> 2025.

Company: \_\_\_\_\_

Monetary Donation to Northwest Minnesota Foundation: \_\_\_\_\_

Item(s) for Silent Action:

\_\_\_\_\_

- Valued Amount: \_\_\_\_\_

Signature:

Date:

**Mailing Address:**

Cody's Softball Scholarship

PO Box 371

Halstad MN 56548

# FDIC International 2025 Registration Confirmation & Receipt

From: FDIC International (eventconfirmation@events.cdsreg.com)

To: stevepetry@yahoo.com

Date: Wednesday, February 19, 2025 at 02:34 PM CST



## REGISTRATION CONFIRMATION AND RECEIPT



214057

February 19, 2025

Dear Steve Petry

Thank you for registering for FDIC International 2025 happening April 10-12 at the Indiana Convention Center and Lucas Oil Stadium in Indianapolis, IN, USA.

**For expedited processing on-site, please bring this confirmation with you to the event!**

**Please review the information below.**

### REGISTRATION INFORMATION

Badge Number:	214057
Reg Type:	Exhibit Package
Name:	Steve Petry
Title:	Captain
Company:	Ada Volunteer Fire Dept.
Address:	809 1st Ave E Ada, MN 56510
Phone:	2187843391
Cell Phone:	2185563562
Email:	stevepetry@yahoo.com

### REGISTRATION SUMMARY INFORMATION

Badge	Last Name	First Name	Items	Item Total
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214057	Petry	Steve	Exhibit Package — \$72.00 NFSA: Modern Fires, Modern Fire Protection Friday 8AM — 8:00 a.m., Fri., Apr. 11	\$72.00
			<b>Total Amount:</b>	<b>\$72.00</b>
			<b>Total Paid:</b>	<b>\$72.00</b>
			<b>Balance Due:</b>	<b>\$0.00</b>

#### NEED TO UPDATE YOUR REGISTRATION?

Your registration includes access to the FDIC Exhibit Halls. If you are looking to upgrade to include access to the conference sessions, workshops or H.O.T. (Hands-on Training) Evolutions, please use the link below.

[CLICK HERE](#) to access your registration to make any changes.

You can also copy the following link and paste it in your web browser to access your registration:

<https://www.xpressreg.net/register/fdic0425/xpresstoolkit/login.asp?b=214057&o=38110>

#### RATE YOUR REGISTRATION EXPERIENCE

Your feedback matters! Please take a moment to rate your registration experience [here](#).

#### REGISTRATION CANCELLATION POLICY

If a FDIC International customer wishes to cancel or substitute their registration, they have the following options:

- i. In order to receive a refund, minus a \$120 administration fee, all cancellations must be requested in writing to [FDIC@maritz.com](mailto:FDIC@maritz.com) by Friday, February 21, 2025. Organizer is not required to refund any portion of monies previously paid by Customer after Friday, February 21, 2025.
- ii. Substitutions may be made by notifying our registration office in writing by Friday, February 21, 2025, and sent to [FDIC@maritz.com](mailto:FDIC@maritz.com).

In the event of any cancellation, re-location, reduction in scale, or any rescheduling of an Event, the event organizer, in its sole and absolute discretion, may (but shall not be obliged to) either:

- i. refund to the Customer such portion of any fees already paid by the Customer as the Organizer, in its sole and absolute discretion, deems to be fair, reasonable and appropriate in the circumstances and, without limitation, having regard to the costs and expenses incurred by Organizer in connection with the Event, or
- ii. transfer their registration to a deferred Event.

#### CODE OF ETHICAL CONDUCT

Clarion Events, Inc. ("Clarion"), owner of FDIC International, prides itself on providing an inclusive and supportive environment where all people are treated with dignity, decency, and respect. Clarion expects all parties associated with its events to behave appropriately throughout the year, and requires that all individuals associated with its events act in a considerate, respectful, and collaborative manner. Demeaning, discriminatory, or harassing behavior and speech are not permitted. While involved with Clarion or FDIC International, we ask that you use best efforts to be mindful of your surroundings and of your fellow participants, and to alert event venue security or FDIC International staff if you notice a dangerous or harassing situation or someone in distress. Additionally, you may also reach out to [fdic@clarionevents.com](mailto:fdic@clarionevents.com) year-round with any questions or comments. Please review our entire [code of ethical conduct here](#).

FOLLOW US & STAY CONNECTED | #FDIC2025



In compliance with email provider requirements, information on email practices is available. [Click for details.](#)