### City of Ada Meeting of the City Council Tuesday, February 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.

January 2024 Council Meeting minutes,,

A. City Pre-paid checks in the amount of

- **B.** City Accounts payables in the amount of \$18,477.24
- 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
    - a. Dekko Center Rehab
    - b. Liquor Store promotions in February
    - c. Main Street Bar Ceiling Repairs

### IX. Old Business

### XII. New Business

- A. Kaleidoscope Guests, February Scott N/Scott E. March Shawn/Eric
- **B.** Committee Updates
  - **A.** Public Works
    - 1) Fuel Tank
    - **B.** Public Safety
      - 1) Police Vehicle Durango Bid
        - May build date, goal to have in September
      - 2) Dog Ordinance Update
      - 3) Fire Department Training hotel stays
    - C. EDA
    - **D.** Beautification

### XIII. Adjournment

### **City of Ada**

### Minutes Meeting of the City Council Tuesday, January 9, 2024 6:00 P.M. – Council Chambers

### Agenda

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call Council Members Present Nelson, Erickson, Roux, Ness, Nordquist, Krieger, and via phone Lewis. Others – Administrator Larson, Mayor Hintz, members if the media.
- 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. December 2023 Council Meeting minutes
  - B. December Special Session Meeting minutes
  - C. City Pre-paid checks in the amount of \$416,641.16
  - **D.** City Accounts payables in the amount of \$35,696.66
  - E. Set date, time and location of council meetings.
  - F. Designate official depositories
  - G. Designate official newspaper
  - H. City Accounts payable for November in the amount of \$34,322.79
  - I. HOV Gold Banquet Donation Request \$500
  - J. Boy Scouts Donation Request \$500
  - K. Katie Brommenschekel Scholarship Fund Donation Request \$300

Member Krieger motioned and Member Roux seconded to approve the Consent Agenda as amended. All in Favor: Nelson, Ness, Nordquist, Roux and Lewis. Against: None Motion passed

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

Member Ness motioned and Member Roux seconded to approve the Agenda as amended. All in Favor: Nelson, Ness, Nordquist, Roux and Lewis. Against: None Motion passed

### VII. Presentations with possible discussion and decision.

- A. Moore Engineering Update no update
- **B.** Lad Purchase Request

Administrator Larson filled the council in on a potential land sale for a portion of parcel number 15-5941003. This parcel is located out of City limits and consists of a storm sewer holding pond on the majority of the property. The individuals are looking to purchase a the back east section to extend their property and eventually build a home. The council felt that a \$2000 purchase prices was fair and that they are willing to sell with the approval and recommendation from Moore Engineering. No official decisions were made at this time.

### VIII. Reports of Department Heads and Committees

- A. Mayors Report
  - 1) Committee Members Appointments
- B. Administrator / Clerk / Treasurer Report.
  - 1) Department Updates

Administrator Larson updated the council on the Dekko Community Center and the damaged caused from the failed pool pak. The insurance adjuster did inform the city on the certain projects they would cover. Other areas to be later determined will be the responsibility of the City. Administrator Larson then reviewed updates in all departments.

- 2) One Fund Drive Due Date February 28, 2023
- 3) Main Street Bar Ceiling Repairs

Administrator Larson explained the issues the Event Center is having and possible ideas on repairs. The council agreed to have a contractor take a look and get back to the council with repair ideas.

### IX. Old Business

a. School Resource Officer – Ada Borup West Response

Member Nelson made the motion and it was seconded by member Nordquist to a 50/50 split with Ada Borup West School District for a full-time police officer position that will spend fifty percent of their day at the school and the remaining fifty percent of their day with the Ada PD. This officer will be employed by the City of Ada and will follow all City policies and contracts. If legislations should change, the City will review the contract and amend to a 40/60 or 30/70 split with Ada Borup West School. This position will consist of a 1-year contract and be reviewed by both parties. All in Favor – Nelson, Erickson, Ness, Nordquist, Krieger, and Lewis. Opposed – None, Abstain – Roux. Motion Passed.

### XII. New Business

- A. Kaleidoscope Guests, January Mike/Casey, February Scott N/Scott E. March Shawn/Eric
- **B.** KRJB Contract

Member Krieger made a motion and seconded by member Roux to approve the annual contract with KRJB for advertising. All in Favor – Nelson, Erickson, Ness, Nordquist, Roux, Krieger, and Lewis. Opposed – None. Motion Passed

- C. Department Updates
  - A. Public Works
  - **B.** Public Safety
  - C. EDA
  - **D.** Beautification

### NO UPDATES/ NO MEETINGS HELD IN DECEMBER

**D.** Closed Session – Administrator Review.

Member Krieger motioned and seconded by member Ness to move into a closed session. All in Favor – Nelson. Erickson. Ness, Nordquist, Lewis, Roux, and Krieger. Opposed- None. Motion Passed.

Member Krieger motion and seconded by member Roux to open back into a regular council meeting session. All in Favor – Nelson. Erickson. Ness, Nordquist, Lewis, Roux, and Krieger. Opposed- None. Motion Passed.

### XIII. Adjournment

Member Ness motion and seconded by member Nordquist to adjourn the meeting. All in Favor – Nelson. Erickson. Ness, Nordquist, Lewis, Roux, and Krieger. Opposed- None. Motion Passed.

# ACCOUNT PAYABLE - JANUARY 2024 REGULAR COUNCIL MEETING Tuesday, February 6, 2024

\*Added or Revised Amounts

		22 22 32 27
ARAMARK	PW- MATS.MOPS	
ARAMARK	POLICE MATS	\$ 240.88
ARAMARK	LIQUOR MATS MOPS	\$ 65.86
AUTO VALUE		\$ 113.71
AUTO VALUE		\$ 12.98
COCA-COLA	I OD DOD	\$ 774.84
CLISTOM STRIDES		\$ 55.50
DOXO	DUI INE BILL DAV EEES	\$ 171.40
GAVINS REPAIR	PW- REBUILT FET HAND LOADER ARM LYNDALII I'N LIET CYLINDER	
<b>GRAND FORKS FIRE EQUIPMENT</b>		\$ 80.00
HAWKINS	-	
HAWKINS	DEKKO CHEMICAI S	\$ 1,150.08
INDEPTH INSPECTION	DECEMBER RI DING PERMIT SEDVICES	\$ 3,679.79
KRJB RADIO		\$ 833.33
KRJB RADIO	DFKKO-ANNIAL CONTRACT	
KRJB RADIO	LIQUOR-ANNUAL	
MCCOLLUM HARDWARE. INC	FIRE- BATTERIES ANTIEREEZE ROLTS TUDN DUICKLE	
MCCOLLUM HARDWARE, INC	DEKKO- CI FANERS ICE MEI T	\$ 2/4.69
MCCOLLUM HARDWARE INC	PW-PARTS CI FANERS	
MCCOLLUM HARDWARF INC		\$ 52.41
		\$ 16.99
MOCOLLOW LIANDWARE, INC	PULICE-CLEANERS, BAGS, SHOVEL	\$ 53.95
	EC-ICE MELT, SPONGES	\$ 28.47
NALW	POLICE- ANNUAL FEE	\$ 35.00
NORMAN COUNTY ATTORNEY	JANUARY LEGAL FEES	\$ 896.99
NORMAN COUNTY INDEX	LQR- ADV	
NORMAN COUNTY INDEX	CH- ADV	
<b>NW REGIONAL FC -KOSTYNICK</b>	POLICE- 2024 MEMBERSHIP DUES	\$ 50.00
OFFICE SUPPLIES		
OFFICE SUPPLIES	LIQUOR-RINGS. PAPER	00.02 %
OFFICE SUPPLIES		2C.02 ¢
	DELANO-F OLDERO, TOTE, LAPE, CALENDAR, PAPER, CHAIR MAI	\$ 322.48
	POLICE-I KASH BAGS, DISINFECTANT, AIR FRESHENER	\$ 60.88
UPFICE SUPPLIES	EC- FLOOR CLEANER	\$ 42.38

OFFICE SUPPLIES	PW- TEST POSTAGE CALENDAP	
DETRO SEDVE		\$ 8.99
		E 100 02
PETRO SERVE	DW EI IEI	18.281 @
		S 322 67
KMB ENV LAB	WATER/SEWER TESTS	
SUPERMARKET		
MATTER 6 1 OLT 7: 101		\$ 14.62
WALER & LIGHT FUND	JANUARY UTILITIES	C 9 AEE DE
		0,400.40
IUIALS		\$ 18.477.24

### Dec-23 Interim Combined Statement of Cash and Investments

Fund General Fund	Cash Balance 11/30/2023 (671,643.93) 0.00	Investment Balance 11/30/2023 393,923.54	December Cash Debits 603,804.35	December Cash Credits 225,253.12	December Invest Debits 4,542.15	December Invest Credits	Balance 12/31/2023 105,372.99
Special Revenue Funds:	0.00						0.00
TIF District 2-1 Redevelopment	(2,163.51)						0.00
TIF District 2-2 Housing	299,989.40		37,239.77				(2,163.51)
TIF District 2-3 Housing	34,840.07		27,611.00				337,229.17
Demolition\Blight Fund	4,844.66	12,145.45	27,011.00				62,451.07
(207) 2015 Revolving Loan Account	105,471.83	,	2,533.46				16,990.11
(208) Ada Economic Development Revolving Loan	20,529.88	3,832.97	2,000.40				108,005.29
Library	(33,908.29)	40,566.63	5,581.82	872.85			24,362.85
Community Center Maintenance Fund	(662,438.58)	722,532.13	3,501.02	6,676.16			11,367.31 53,417.39
Recreation Development Fund	42,315.76	40,000.00		0,070.10			
Long Term Designated Capital	(409,677.32)	501,218.71	22,632.42	232,356.29			82,315.76 (118,182.48)
Public Works	(55,895.30)	4,690.92	3,120.33	101,000.20			(48,084.05)
Capital Project - Emergency Services Building	3,321.04	.,	5,120,555				3,321.04
Capital Project - Lift Station / Force Main Project	(165,489.92)						(165,489.92)
Capital Project - New Well	0.00						(105,489.92)
Ada Event Center	(211,176.37)		1,830.00	1,787.65			(211,134.02)
Community Development Fund	120,627.03		-,000100	2,707.05			120,627.03
Downtown Development District	30,372.43						30,372.43
Debt Service Funds:	0.00						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						(33,309.00) 0.00
2020 G. O. Water Tower Improvement	57,130.64		6,419.51				63,550.15
2020 G. O. Lift Station Improvements	40,443.91		-,				40,443.91
(513) 2023 Sewer Project	(7,695.00)		7,695.00	2,000.00			(2,000.00)
Enterprise Funds:			,	2,000.00			(2,000.00)
Water and Sewer Fund	(409,972.89)	82,914.83	71,143.57	27,903.08			(283,817.57)
Electric Utility	2,923,404.27	10,179.15	179,075.08	164,569.18			2,948,089.32
Long Term Designated Capital II	226,538.66	635,737.31	1.0,0.0.00	104,505.10			862,275.97
Liquor	154,209.87	1,237.75	62,473.52	53,079.39			164,841.75
Total - All Funds	1,514,569.26	2,452,519.12	1,031,159.83	714,497.72	4,542.15	0.00	4,288,292.64
		,,	-,,,			0.00	7,200,272.04

Frandsen-General Checking\Invest		326,760.27
Frandsen Bank - Incidental		2.546.49
Frandsen Bank - ICS account		1,672,985.88
Frandsen Bank - Money Market - LT Desig		1,072,505.00
Frandsen Bank - Fire Insurance Proceeds		*
Frandsen Bank - CD's		300,000.00
Bank of the West-BMO-CD		1,736,000.00
American Federal Bank CD (LT Desig Cap II)		250,000.00
BancWest Investment Services (LT Desig Cap II)	G607-10400	230,000.00
BancWest Investment Services (Maintenance Funds)	G225-10400	ê
BancWest Investment Services (General)	G101-10400	
BancWest Investment Services (LT Des Cap)	G400-10400	2
······ ·······························		

Total Balances 12-31-2023

18



4693 13th Ave N Fargo ND, 58102 EIN: 27-4410612

### FGO23-13351-WTR

### **Main Level**

Main Level DESCRIPTION	QTY
1. Clean ductwork - Interior - Heavy clean (PER REGISTER)	6,337.05 EA
Commercial air duct cleaning after all steps are completed for restoration project. We recon are completed as there will be a lot of dust causing activities. We can provide our own scisso down return but will need access to a boom lift for duct directly above the pool. During our to have the city rent a lift to have on site for the entire project vs each contractor bringing in bo have the city rent a lift to have on site for the entire project vs each contractor bringing in	mmend waiting until all repairs or lift if needed to access the drop conversations it was deemed best
<ul> <li>be brought in/out there would be a risk of further damage to the structure.</li> <li>2. Clean RTU furnace - forced air - Large</li> </ul>	1.00 EA
3. Scissor lift - 20' platform height (per day)	2.00 DA
4. Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA
5. Negative air fan/Air scrubber (24 hr period) - No monit.	20.00 DA
HEPA filtered air scrubbers in each corner of pool area running while we are working to re caused by cleaning solutions or demo procedures for health, safety, and comfort of clients st restoration is taking place. 4 on main level and 4 on second level, capped run time of 5 days take much longer.	ill utilizing the pool area while
Pool Area	Height: 9' 7''
DESCRIPTION	QTY
6. Clean Ceiling - Heavy	2 044 00 SF

6. Clean Ceiling - Heavy	2.044.00 SF
Clean the bottom side of the level 2 track concrete (Ceiling) of the pool area due to staining from water damage	
7. Clean the walls - Heavy	3,368.87 SF
Clean tile walls due to water damage streaking	2,000.07 DI
8. Clean the floor with pressure steam	6,337.05 SF
Steam clean the floor around the pools due to water damage	0,000 DI

### Level 2

Level 2	
DESCRIPTION	QTY
9. Negative air fan/Air scrubber (24 hr period) - No monit.	20.00 DA

HEPA filtered air scrubbers in each corner of pool area running while we are working to reduce any odors that may be caused by cleaning solutions or demo procedures for health, safety, and comfort of clients still utilizing the pool area while restoration is taking place. 4 on main level and 4 on second level, capped run time of 5 days even though project is expected to take much longer.

Level 2	He	eight: 9' 11''
DESCRIPTION		QTY
FGO23-13351-WTR	1/9/2024	Page: 2

Steamatic RRV

4693 13th Ave N Fargo ND, 58102 EIN: 27-4410612

### **CONTINUED - Level 2**

DESCRIPTION	QTY
10. Material Only Calsil pipe insulation - 2" wall for 4 1/2" to 6" pipe	150.00 LF
Cost to remove plastered pipe insulation from roof drain line, add'n cost due to needing to use boom lift for access slow down the process. Insulation loses it's R-Value after taking on heavy amounts of moisture and could cause p freeze if not removed and replaced.	ss which will bipes to
11. Clean the walls - Heavy	3.026.75 SF
Clean tile walls due to water damage streaking	,
12. Clean the floor with pressure steam	1,684.70 SF
Steam clean the floor around the pools due to water damage	-,
13. Remove Rubberized floor surface - glued sheets, poured, or rolled	1.684.70 SF
It is Steamatic's recommendation that the rubber floor be removed to be able to release trapped moisture under	the mats.
Concrete grinding may be necessary on the repairs side to get the new floor to stick properly. Steamatic does not grinding service.	provide this
14. Add for glued down rubber application removal over concrete	1,684.70 SF
15. Concrete grinding	1.684.70 SF
Concrete grinding service will be needed after flooring removal. Two companies found during my search are:	
Dakota Grinding - 30 27th St S Fargo - 701-356-6699	

American Waterworks - 4119 14th Ave N Fargo - 651-412-4173

# Carpet Cleaning - Loss QTY DESCRIPTION QTY 16. Clean and deodorize carpet 941.00 SF

### Carpet Cleaning - Extra DESCRIPTION

QTY
448.00 SF

Grand Total



Alex Rodvold

### Steamatic RRV

4693 13th Ave N Fargo ND, 58102 EIN: 27-4410612

### **Grand Total Areas:**

())

71

STEAMATIC

.

8,021.75	SF Walls SF Floor SF Long Wall	891.31	SF Ceiling SY Flooring SF Short Wall	646.67	SF Walls and Ceiling LF Floor Perimeter LF Ceil. Perimeter
	Floor Area Exterior Wall Area		Total Area Exterior Perimeter of Walls	6,670.34	Interior Wall Area
	Surface Area Total Ridge Length		Number of Squares Total Hip Length	0.00	Total Perimeter Length

	roposal —	Page No.	of Pages
	lson indow ompany	DOORS . WING	ASS & SCREEN SERVICE XXXX • AWNINGS COMMERCIAL
PROPOSAL SUBMITTED TO Dekko Community Center	PHONE	DATE	
STREET 107 East 4th ave	218-784-7665 JOB NAME		1/10/2024
CITY. STATE AND ZIP CODE	JOS LOCATION		
Ada MN 56510			
SALESMAN DATE OF PLANS			JOB PHONE
We hereby submit specifications and estimates for:			
Remove and dispose of 1 entry door sys	tem in pool room		
Furnish and install			
1 double door with transom and sidelite			
Double glazed insulated glass			
Medium style doors clear anodized			
2" frames clear anodized			
Hager 5100 closers			
First choice rim panics			
Removable center mull	12.1 (1)		
All sealing trimming and insulating as ne	eded		
E Bropose hereby to furnish material and labor - o	complete in accordance v	with above speci	fications, for the sum of:
J^			
syment to be made as follows: 50% deposit with order	r/balance due upon con	collars (	15,656.00 )
Down payments are non-refundable • 1 1/2% per r			
Il material is guaranteed to be as exectified. All work to be completed in a median di		paid by the 10th	of the month.
xtra costs will be executed only upon written orders and will become specifications invol	Wing Signature	roposal may be accepted within	30
nd above the estimate. All agreements contingent upon strikes, accidents or delays be ur control. Owner to carry fire, tornado and other necessary insurance. Our workers are overed by Workmen's Compensation Insurance.	withdrawn by us if not a		
of control, Owner to carry hre, tornado and other necessary insurance. Our mediane	ica-		

### 2503 1st Avenue North Fargo ND 58102

# **Estimate**

DATE	ESTIMATE #	
1/22/2024	93145	

### NAME / ADDRESS

Dekko Community Center 107 4th Avenue East Ada MN 56510

			PROJECT
			Ada pool
DESCRIPTION	QTY	COST	TOTAL
Dry Ice Blast all surfaces to be painting. Ceiling & Bar Joist, and all handrail and steel track components. Ceiling and Bar Joist will be Oil Based to match existing coating and color. Handrail & Spindles will have epoxy with urethane topcoat. This bid also includes painting of underside of walking track. Total: \$107,017 (Time & Materials Too Not Exceed) *The above quote has additional time and contingencies included. If things go well, my goal would be to reduce the above price by \$10,000 to \$15,000 or more if possible. Dry Ice Blasting & Painting of all ductwork. Total: \$21,776 Total Price:			-
		128,793.00	128,793.00
		TOTAL	\$128,793.00

### **Dekko Center**

From:
Sent:
To:
Subject:

mike@g-oinsulation.com Thursday, January 25, 2024 11:30 AM Dekko Center ROOF DRAIN INSULATION

# DEKKO Center roof drain insulation.

Tear off old insulation, haul out and dispose of legally. Install new 1" thick fiberglass on all roof drains .

# \$10,390

You supply all lifts – scaffolds and have it coordinated with Other trades so it will be available to G&O when you have us scheduled to be there.

This quote will be held for 60 days.

# Mike Graf

G & O Insulation 1321 1st Ave. N Fargo, ND 58102 Phone : 701-280-9264 Fax : 701-280-2205 E-mail : mike@g-oinsulation.com Cell # 701-793-1198

ADA BIB	4 ROAP			PRC	POSAL
GUIL HAA		PROPOSAL #	73201	PAGE	1
<b>a fincorp</b>	orated	DATE	01/18/2024	TAGE	
P.O. Box 282, Ada, Mi ph. 218-784-7186 email <u>adae</u> USTOMER		DESC	REPLACE 5 REMAINING POOL WORKING.	. FIXTURI	ES STILL
CITY OF ADA 15 EAST 4TH AVE		LOC			
P.O. BOX 32 ADA, MN 56510-0032		CONTACT	BRIAN RASMUSSON		
		PHONE	784-5537		
REPLACE THE 5 STILL W AREA NOT BE COVERED PENDANT MOUNT KIT AN	BY INSURANCE. 2	40W LED RO			5,000.00
We Propose hereby to furnish materi Five Thousand Dollars And 00 Cents	al and labor - complete in a	accordance with the	ese specifications for the sum of:		\$5,000.00
Payable as follows:					
DUE UPON COMPLETION OF JOB					
Authorized Signature:	Bromene		Date / 19/20	)2 <i>9</i>	
Note: This Proposal may be withdraw	wn by us if not accepted wit	thin 30 Days	5	1	
All material is guaranteed to be as sp Any alteration or deviation from above become an extra charge over and above All agreements contingent upon strike necessary insurance. Our workers are	by the estimate.	beyond our control	ecuted only upon written orders, a	and will	95.
CCEPTANCE OF PROPOSAL -	The Prices, specifications a authorized to do the work a	and conditions are a	satisfactory and are hereby accepted will be made as outlined above	oted. You	are
			Date:		

I II C O F P O F A I C d P.O. Box 282, Ada, MN 56510 ph. 218-784-7186 email adaelec@loretel.net				
P.O. Box 282, Ada, MN 56510	PROPOSAL #	73200	PAGE	1
P.O. Box 282, Ada, MN 56510 ph. 218-784-7186 email adaelec@loretel.net	DATE	01/18/2024		
pit. 210-roser roo entan adaelecipioretel net	DESC	REPLACE 9 POOLAREALIGHT	S	
CUSTOMER				
DEKKO COMMUNITY CENTER	LOC			
P.O. BOX 32 ADA, MN 56510				
	CONTACT			
	PHONE	784-7665		
REMOVE 9 EXISTING POOL LIGHTS AND REPLA	ACE WITH 240W R	OUND LED HIGH BAY LIG	HTS PENI	DANT MOL
PASSIVE INFRARED SENSOR KIT INCLUDED W	WITH EACH FIXTUR	E		11,600.00
RELAMP 3 4FT FIXTURES ABOVE WALKING TRA		DASSLANDS		0.10.00
	TOK MINLED BY	FADD LAMPS		240.00
ELECTRICAL INSPECTION FEE INCLUDED				
CITY OF ADA TO ASSIST IN GETTING ELECTRIC				
		TIMTO DOILDINO, ONIDO	TELKEU	RNO
/e Propose hereby to furnish material and labor - complete in ac	cordance with these spe	cifications for the sum of:		\$11,840.00
/e Propose hereby to furnish material and labor - complete in act leven Thousand Eight Hundred Forty Dollars And 00 Cents	cordance with these spe	cifications for the sum of:	-	\$11,840.00
leven Thousand Eight Hundred Forty Dollars And 00 Cents ayable as follows:	cordance with these spe	cifications for the sum of:	-	\$11,840.00
leven Thousand Eight Hundred Forty Dollars And 00 Cents	cordance with these spe	cifications for the sum of:		\$11,840.00
leven Thousand Eight Hundred Forty Dollars And 00 Cents ayable as follows:	cordance with these spe	cifications for the sum of:		\$11,840.00
leven Thousand Eight Hundred Forty Dollars And 00 Cents ayable as follows:	cordance with these spe		8/2024	\$11,840.00
Ieven Thousand Eight Hundred Forty Dollars And 00 Cents ayable as follows: UE UPON COMPLETION OF JOB	$\mathcal{A}$	cifications for the sum of:	8/2024	\$11,840.00
leven Thousand Eight Hundred Forty Dollars And 00 Cents ayable as follows: UE UPON COMPLETION OF JOB	$\mathcal{A}$		8/2024	\$11,840.00
Available as follows: UE UPON COMPLETION OF JOB Authorized Signature: This Proposal may be withdrawn by us if not accepted within material is guaranteed to be as specified. All work to be comple y alteration or deviation from above specifications involving extra come an extra charge over and above the estimate. agreements contingent upon strikes, accidents or defays are be	n 30 Days eted in a workmanlike ma a costs will be executed o	Date:////	6 : <b>1</b> 6	\$11,840.00
Ieven Thousand Eight Hundred Forty Dollars And 00 Cents ayable as follows: UE UPON COMPLETION OF JOB Inthorized Signature ote: This Proposal may be withdrawn by us if not accepted within material is guaranteed to be as specified. All work to be comple y alteration or deviation from above specifications involving extra	n 30 Days eted in a workmanlike ma a costs will be executed o	Date:////	6 : <b>1</b> 6	\$11,840.00
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Payable as follows: DUE UPON COMPLETION OF WORK Authorized Signature: Muthorized Signature: Date: 1-24-20-24 Date: 1-24	ANDA BIERPARE			PR	OPOSAL
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Dekko Community Center Furnace Replacement 2024 Proposal Number: 7562426





# Dekko Community Center Ada, MN

# Furnace Replacement 2024



### **Prepared For**

Brianna Eggen Director Dekko Community Center 107 4<sup>th</sup> Avenue East Ada, MN 56510

E-mail: <u>dekkocenter@adamn.gov</u>

### Local Trane Office

Trane U.S. Inc. dba Trane 3417 7<sup>th</sup> Avenue North Fargo, ND 58102

> **PROPOSAL ID** 7562426

DATE January 4, 2024

### Local Trane Representative

Andrew Vlasak Account Manager Cell: (701) 412-5461 Office (701) 235-0521

E-mail: andrew.vlasak@trane.com



Dekko Community Center Furnace Replacement 2024 Proposal Number: 7562426





January 4, 2024

Brianna Eggen Director Dekko Community Center 107 4<sup>th</sup> Avenue East Ada, MN 56510 Site Address Dekko Community Center 107 4<sup>th</sup> Avenue East Ada, MN 56510

### Subject: Furnace Replacement 2024

Dear Brianna,

Trane proposes to perform the necessary repairs required under the terms of this proposal.

### Scope of Service

- Remove and dispose of:
  - One (1) Lennox furnace #3 (SN: 5897G37306) that services the meeting room
  - One (1) Lennox furnace #4 (SN: 5897F14068) that services the weight room
- Retain and reuse the existing condensing units, cooling coils, and line sets
- Includes:
  - Provide and install:
    - Two (2) new furnaces of similar size
    - Two (2) new thermostats
    - New 3" PVC venting for new furnaces
    - New gas piping to new furnaces
    - Necessary ductwork to transition to the new furnaces
  - Electrical low voltage only
  - Startup / Permits / Taxes
  - Project management
  - All travel labor, mileage, and lodging costs related to this proposal are included.
- Does Not Include:
  - Electrical Owner provides all high voltage service necessary
  - o Any service or repair to equipment other than as specified

### **Project Timeline**

- Upon receipt of PO or contract, work may not start for 60 to 90 days dependent upon administration, material delivery, and Technician availability.
- Equipment Order Release and Services rendered are dependent on receipt of a Purchase Order, Subcontract documents, and credit approval
- Delivery of ordered equipment is to be determined based on availability and market conditions
- A Project Management meeting will be held ASAP after unit delivery date is confirmed
- Project completion time is dependent on factory build and ship schedule, to be determined.

### Clarifications

- Does not include:
  - Any provisions for High voltage electrical work
  - Any provisions for structural analysis
  - "Premium Time" or Price Contingency
  - Temporary HVAC, bonding, allowances, dust control, site restoration, testing and balancing or temperature controls
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors





- Asbestos or hazardous material abatement removal (if any) shall be performed by customer
- This Agreement covers the items specified in Scope of Work only. Any necessary repairs to existing Owner equipment will be completed on a time and material basis only, after receiving written approval from the owner.
- All work to be performed during normal business hours (8:00 AM to 5:00 PM, M-F, non-holidays)
- This proposal is valid until March 31, 2024

### Acceptance

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions – Contracting Turnkey

We look forward to partnering with the Dekko Community Center to discuss the proposal and to schedule the next steps.

I appreciate the opportunity to earn your business, and I look forward to helping you with all your HVAC needs. Please contact me if you have any questions or concerns.

Sincerely, Trane U.S. Inc. dba Trane

Andrew Vlasak Account Manager Cell: (701) 412-5461 E-mail: <u>andrew.vlasak@trane.com</u>

Trane U.S. Inc. is currently the <u>only company</u> who can perform <u>factory authorized service</u> on its proprietary equipment in Minnesota, North Dakota and South Dakota. Trane U.S. Inc. does not have any other factory authorized commercial dealers or other factory authorized service providers to perform maintenance on Trane proprietary equipment in Minnesota, North Dakota or South Dakota. By Trane U.S. Inc. performing this service, any current warranties will remain unchanged and uninterrupted during the service.

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Dekko Community Center Furnace Replacement 2024 Proposal Number: 7562426



**Pricing and Acceptance** 

Brianna Eggen Director Dekko Community Center 107 4<sup>th</sup> Avenue East Ada, MN 56510 Site Address

Dekko Community Center 107 4<sup>th</sup> Avenue East Ada, MN 56510

Option	Total	Terms	Approval
Furnace Replacement 2024	\$19,000.00	Net 30	

### Invoice Schedule

- Mobilization Fee of 50% of Contract Price at time of signing
- Monthly Progress Billing

### Financial Items Not Included

- Applicable sales tax is excluded
- Bid Bond, Payment, or Performance Bond
- Demurrage or Storage Charges
- Participation in OCIOP or CCIP Insurance Programs

### Acceptance

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Commercial Installation

CUSTO	CUSTOMER ACCEPTANCE		IE ACCEPTANCE
Dekko Community Center Authorized Representative		Trane U.S. Inc. dba Trane Authorized Representative	
Signature		Signature	
Printed Name		Printed Name	
Title		Title	
Acceptance Date		Acceptance Date	
Purchase Order		License Number	Trane

Dekko Community Center Furnace Replacement 2024 Proposal Number: 7562426



### **Terms and Conditions – Commercial Installation**

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR "Work"). AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas



for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

**10. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**11. Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**12. Utilities During Construction**. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**13. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**15.** Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials or when the affected area only in the absence of Hazardous Materials, company shall be required to resume performance of the Work in the affected area on shout the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**16.** Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

**18.** Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims,

Dekko Community Center Furnace Replacement 2024 Proposal Number: 7562426





obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. 19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

### **20. CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability \$2,000,000 per occurrence

Automobile Liability

Workers Compensation

Statutory Limits

\$2.000.000 CSL

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

Dekko Community Center Furnace Replacement 2024 Proposal Number: 7562426



25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**26.** Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Parts 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

#### 27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**28. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

**29. Building Automation Systems and Network Security**. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

- 1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
- 2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
- 3. Keep all Inbound ports closed to any IP Addresses in the BAS.
- 4. Remove all forwarded inbound ports and IP Addresses to the BAS.
- 5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.





- 6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
- 7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
- 8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123) Supersedes 1-26.251-10(1221)

## **ESTIMATE**

**Gen 4 Sandblast and Paint** 33 Fir Ave Menahga, mn 56464 gen4sandblast@gmail.com +1 (218) 255-4661



### Brianna

Bill to Brianna The Dekko Center 107 4th ave E Ada, MN 56510 United States

### **Ship to** Brianna

The Dekko Center 107 4th ave E Ada, MN 56510 United States

### Estimate details

Estimate no.: 1059 Estimate date: 01/31/2024

# Date	Product or service	SKU	Qty	Rate	Amount
1.	Insurance quote-		1	\$30,536.00	\$30,536.00
	Prep, Sandblast, prime and paint interior duct	work and underside of walkway around p	ool.		
2.	Insurance Quote 2		1	\$18,060.00	\$18,060.00
	Prep, Pressure wash and overcoat interior due	ct work and underside of walkway around	pool.		
3.	Owner Quote 1		1	\$179,496.00	\$179,496.00
	Prep, Sandblast, prime and paint roof, suppor	t beams, rail around upper deck and light	fixture	S.	
4.	Owner Quote 2		1	\$78,530.00	\$78,530.00
	Prep, Pressure wash and overcoat roof, supp	ort beams, rail around upper deck and lig	ht fixtur	res.	
		Total		\$3	06,622.00

### Note to customer

Please note there are 4 separate estimates attached. Please call with any questions. -Ryan 218-255-4661

Page: 1 of 2



O'Day Equipment, LLC PO Box 2706 Fargo, ND 58108 800-654-6329 www.odayequipment.com

QTE07384
1/3/2024
00002500
\$5,657.38

Bill to: Richards Oil & Propane 200 Thorpe Ave W PO Box 224 Ada, MN 56510

Ship to: Richards Oil & Propane 200 Thorpe Ave W PO Box 224 Ada, MN 56510

### Quote pricing good through: 1/10/2024

Order Date	Date Shipped	Tax ID	Ship Via	Customer PO	Sales Rep	WHSE
1/3/2024	1/1/1900			MARK		FARWHS

Item Number	Item Description	NON	QTY	List Price	Unit Price	Ext Price
OTS-F0060	SKID TANK, <b>1000 Gallon</b> , Horizontal, Double Wall, Flameshield, 64 Dia x 72 Len	EA	1	\$5,777.15	\$5,277.89	\$5,277.89
KIT-01000FKHDW	Fitting Kit:01000 Gallon, Horizontal, Double Wall Tank - 64 Dia x 72 Len	EA	1	\$246.22	\$246.22	\$246,22
*MOR-179M0100 AC	Fill Cap, Aluminum, 2 in Male Thread, Lockable	EA	1		\$0.00	\$0.00
*MOR-1550500 AV	Double Outlet Vent-Threaded Style 2in	EA	1		\$0.00	\$0.00
*MOR-7240200 AI	LEAK GAUGE, MOD 724, 2IN, 6.5"-168"	EA	1		\$0.00	\$0.00
*KSG-H-2-64-0	2 in Therma Gauge For 64 in Dia Tank	EA	1		\$0.00	\$0.00
FER-BNKU	2X6 BLK STL NIPPLE	EA	1		\$0.00	\$0.00
*FER-BCPK	2 in BLK PLUG CORED	ΕA	2		\$0.00	\$0.00
*KIT-DRAWING	Fitting Kit Drawing	EA	1		\$0.00	\$0,00
ODE-1X63TOE	1 in x 63 in Suction Pipe Stub, Threaded One End	EA	1	\$58.16		\$58.16
ODE-125X63TOE	1-1/4 in x 63 in Suction Pipe Stub Threaded One End	EA	1	\$75.11	~	\$75.11
	Put both 1" & 1 1/4" suction, depends on which pump.		5			

Thank you for your business When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. For Return and Warranty information visit: www.odayequipment.com/support

ODEQ	SOPQTE	jamieg	rev. 01/01/2023
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Page:	2 of	2
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		Subtotal	\$5,657.38
		Freight	\$0.00
		Misc	\$0.00
Customer Tax ID	9455966	Taxes	\$0.00
Terms	Net 30	Invoice Total	\$5,657.38

Notes:

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SOPQTE

Page: 1 of 1



O'Day Equipment, LLC PO Box 2706 Fargo, ND 58108 800-654-6329 www.odayequipment.com

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Document Number	QTE07387
Document Date	1/4/2024
Customer Number	00002500
Total Amount	\$1,185.03

Bill to: Richards Oil & Propane 200 Thorpe Ave W PO Box 224 Ada, MN 56510

Ship to: Richards Oil & Propane 200 Thorpe Ave W PO Box 224 Ada, MN 56510

### Quote pricing good through: 1/11/2024

Order Date	Date Shipped	Tax ID	Ship Via	Customer PO	Sales Rep	WHSE
1/4/2024	1/1/1900		PICKUP-RESALE	MARK	MOSDEL	FARWHS

Item Number	Item Description	UOM	QTY	List Price	Unit Price	Ext Price
GPI-503000-70	PRO20-115PO/QM240G8N Pump & QM Meter Combo Gallon (<133600-60)	EA	1	\$1,290.40	\$1,080.71	\$1,080.71
HUS-337004N-01	NOZZLE, AUTO, XFS, FARM, 3/4" In, NPTF, Unleaded, HO Clip, Guards, Hook, Non-UL, BluerSeals,Black	EA	1	\$104.32	\$104.32	\$104.32

		Subtotal	\$1,185.03
		Freight	\$0.00
		Misc	\$0.00
Customer Tax ID	9455966	Taxes	\$0.00
Terms	Net 30	Invoice Total	\$1,185.03

Notes:

Thank you for your business When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

For Return and Warranty information visit: www.odayequipment.com/support

rev. 01/01/2023 DDEO SOPQTE iamleo

# Kelly's Chrysler Center, Inc.

PO Box 8 · Highway 200 West · Ada, MN 56510-0008 · Phone 218-784-2002 kellys@loretel.net · www.kellyschryslercenter.com

December 6, 2023

Ada Police Department

Dear Steve,

Here is the quote you requested for a 2024 Dodge Durango Pursuit. This vehicle would have to be special ordered. The factory is unable to estimate the lead time for us.

\$51100.00 24 Dodge Durango Pursuit Vehicle Hemi V8 AWD

\$4000.00 Less Dealer/Government Discount

\$47100.00 Selling Price (excludes: title transfer, license, or taxes)

I've attached a configuration with standard features & options. You can remove options if they are not required. Let me know if you have any questions.

Thank you.

chuh

Chad Odden Kelly's Chrysler Center, Inc.



KELLY'S CHRY CENTER PO BOX 8/405 W THORP ADA, MN 565100008		Configuration Preview		
Date Printed: Estimated Ship Date:	2023-12-06 1:59	PM VIN: VON:	Status: FAN 1: FAN 2: Client Code:	1 BA - Pending order 001YZ City of Ada, Minnesota
Sold to: KELLY'S CHRY CENTER PO BOX 8/405 W THORP ADA, MN 565100008		<b>Ship to:</b> KELLY'S CHRY CENTER INC (42430) PO BOX 8/405 W THORPE AVE ADA, MN 565100008	Bid Number: PO Number:	TB4072
Vehicle:		2024 DURANGO PURSUIT VE	HICLE AWD (WDEE7	5)
Model:	Sales Code WDEE75	Description DURANGO PURSUIT VEHICLE AWD		MSRP(USD) 43,075
Package:	22Z EZH DFD	Customer Preferred Package 22Z 5.7L V8 HEMI MDS VVT Engine 8-Spd Auto 8HP70 Trans (Buy)		43,075 0 3,115 0
Paint/Seat/Trim:	PXJ APA *A7 -X9	DB Black Clear Coat Monotone Paint Cloth Bucket Seats W/Rear Vinyl Black		0 0 150 0
Options:	MAF ADL UBN CUG CW6 LNF 4DH 4ES 5N6 4FM 4FT	Fleet Purchase Incentive Skid Plate Group Uconnect 5 Nav w 10.1" Display (USA) Police Floor Console Deactivate Rear Doors/Windows Black Left LED Spot Lamp Prepaid Holdback Delivery Allowance Credit Easy Order Fleet Option Editor Fleet Sales Order		0 350 1,095 990 90 640 0 0 0 0 0 0
	4F1 174 4EA	Zone 74-Denver Sold Vehicle		0 0 0
Non Equipment: Bid Number: Discounts: Destination Fees:	4FA TB4072 YG1	Special Bid-Ineligible For Incentive Government Incentives 7.5 Additional Gallons of Gas		0 0 0 1,595
			Total Price:	<u>51,100</u> .
Order Type: Scheduling Priority: Salesperson: Customer Name: Customer Address:	Fleet 1-Sold Order	PSP Month/Week Build Priority:	: 99	
Instructions:	USA			

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

# JANUARY 2024 POLICE CALLS

Reported Date:	2024-01-01	Create Date:	2024-01-01
ICR:	24000001	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-01	Create Date:	2024-01-01
ICR:	24000002	Title:	Animal
IsSensitive:	0	AGN:	APD
1			
Reported Date:	2024-01-01 Cr	eate Date: 2024	-01-01
ICR:			st Other Agency
IsSensitive:	-	GN: APD	• •
1	•	7.1 2	
Reported Date:	2024-01-02	Create Date:	2024-01-02
ICR:	24000004	Title:	Animal
IsSensitive:	0	AGN:	APD
	Ū		
Reported Date:	2024-01-02	Create Date:	2024-01-02
ICR:	24000005	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
	Ũ		
Reported Date:	2024-01-02	Create Date:	2024-01-02
ICR:	24000006	Title:	Public Assist
IsSensitive:	0	AGN:	APD
	0		
Reported Date:	2024-01-03	Create Date:	2024-01-03
ICR:	24000007		Welfare Check
IsSensitive:	0		APD
lissensuve.	0	AGN.	
Reported Date:	2024-01-03	Create Date:	2024-01-03
ICR:	24000008	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
issensitive.	0	AGN.	
Reported Date:	2024-01-03	Create Date:	2024-01-03
ICR:	24000009	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
listensitive.	0	AGIN.	
Reported Date:	2024-01-03	Create Date:	2024-01-03
ICR:	24000010	Title:	Traffic Stop
IsSensitive:		AGN:	APD
lissensitive.	0	AGN.	

### http://10.42.103.11/letg/Applications/Queries/SimpleReport.aspx

## SimpleReport

Page	2	of	15

Reported Date:	2024-01-03	Create Date:	2024-01-03
ICR:	24000011	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-04	Create Date:	2024-01-04
ICR:	24000012	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-04	Create Date:	2024-01-04
ICR:	24000013	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date: ICR: IsSensitive:	24000014 Tit		24-01-04 /I Court Testing D
Reported Date: ICR: IsSensitive:	24000015 T		24-01-04 tempt to Locate PD
Reported Date:	2024-01-05	Create Date:	2024-01-05
ICR:	24000016	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-05	Create Date:	2024-01-05
ICR:	24000017	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2024-01-05       Creation         24000018       Title         0       AGM	Assi	4-01-05 st Other Agency
Reported Date:	2024-01-05	Create Date:	2024-01-05
ICR:	24000019	Title:	Alarm
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-05	Title:	2024-01-05
ICR:	24000020		Motorist Assist
IsSensitive:	0		APD
Reported Date:	2024-01-05	Create Date:	2024-01-05
ICR:	24000021	Title:	Public Assist
IsSensitive:	0	AGN:	APD

SimpleReport

Reported Date: ICR: IsSensitive:	2024-01-0 24000022 0		Creat Title: AGN:	e Date:	2024-01-06 Traffic Stop APD
Reported Date: ICR: IsSensitive:	2024-01-0 24000023 0		Creat Title: AGN:	e Date:	2024-01-06 Traffic Stop APD
Reported Date: ICR: IsSensitive:	2024-01-0 24000024 0	-	Creat Title: AGN:	e Date:	2024-01-06 Traffic Stop APD
Reported Date: ICR: IsSensitive:	2024-01-06 24000025 0	Create Title: AGN:	Date:	2024- Assist APD	01-06 Other Agency
Reported Date: ICR: IsSensitive:	2024-01-0 24000026 0		Creat Title: AGN:	e Date:	2024-01-07 Traffic Stop APD
Reported Date: ICR: IsSensitive:	2024-01-0 24000027 0	7	Creat Title: AGN:	e Date:	2024-01-07 Traffic Stop APD
Reported Date: ICR: IsSensitive:	2024-01-0 24000028 0	7	Creat Title: AGN:	e Date:	2024-01-07 Medical APD
Reported Date: ICR: IsSensitive:	2024-01-0 24000029 0	7	Creat Title: AGN:	e Date:	2024-01-07 Traffic Stop APD
Reported Date: ICR: IsSensitive:	2024-01-0 24000030 0	7	Creat Title: AGN:	e Date:	2024-01-07 Traffic Stop APD
Reported Date: ICR: IsSensitive:	2024-01-07 24000031 0	Create Title: AGN:	Date:		01-07 Other Agency
Reported Date: ICR: IsSensitive:	2024-01-08 24000032 0	Create Title: AGN:	Date:		01-08 Other Agency

## SimpleReport

Reported Date: ICR: IsSensitive:	2024-01-0 24000033 0	0		2024-01-08 Traffic Stop APD
Reported Date: ICR: IsSensitive:	2024-01-0 24000034 0			2024-01-08 Traffic Stop APD
Reported Date:	2024-01-0	8 Crea		2024-01-08
ICR:	24000035	Title:		Traffic Stop
IsSensitive:	0	AGN		APD
Reported Date:	2024-01-09	9 Create	e Date:	2024-01-09
ICR:	24000036	Title:		Public Assist
IsSensitive:	0	AGN:		APD
Reported Date:	2024-01-09	9 Create	Date:	2024-01-09
ICR:	24000037	Title:		Public Assist
IsSensitive:	0	AGN:		APD
Reported Date: ICR: IsSensitive:	2024-01-09 24000038 0	Create Date: Title: AGN:		01-09 t Other Agency
Reported Date:	2024-01-09	Create D	V	024-01-09
ICR:	24000039	Title:		Velfare Check
IsSensitive:	0	AGN:		.PD
Reported Date: ICR: IsSensitive:	2024-01-09 24000040 0	Create Date: Title: AGN:		01-09 t Other Agency
Reported Date: ICR: IsSensitive:	2024-01-09 24000041 0	Create Date: Title: AGN:		01-09 t Other Agency
Reported Date:	2024-01-0	9 Creat	te Date:	2024-01-09
ICR:	24000042	Title:		Traffic Stop
IsSensitive:	0	AGN:		APD
Reported Date:	2024-01-10	) Create	Date:	2024-01-10
ICR:	24000043	Title:		Public Assist
IsSensitive:	0	AGN:		APD

Reported Date:	2024-01-10	Create Date:	2024-01-10
ICR:	24000044	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-10	Create Date	e: 2024-01-10
ICR:	24000045	Title:	Suspicious
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-10	Create Date: 2	2024-01-10
ICR:	24000046	Title:	Attempt to Locate
IsSensitive:	0	AGN:	APD .
Reported Date:	2024-01-10	Create Date	e: 2024-01-10
ICR:	24000047	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-10	Create Date	e: 2024-01-10
ICR:	24000048	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-10	Create Date: 202	24-01-10
ICR:	24000049	Title: As	sist Other Agency
IsSensitive:	0	AGN: AP	D
Reported Date:	2024-01-10	Create Date:	2024-01-10
ICR:	24000050	Title:	Welfare Check
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-11	Create Date: 202	24-01-11
ICR:	24000051	Title: As	sist Other Agency
IsSensitive:	0	AGN: AP	D
Reported Date:	2024-01-11	Create Date	e: 2024-01-11
ICR:	24000052	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-11	Create Date	e: 2024-01-11
ICR:	24000053	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-11 Creat	e Date: 2024-0	1-11
ICR:	24000054 Title:	Harass	ing Communications
IsSensitive:	) AGN:	APD	

Page 5 of 15

Reported Date: ICR:	2024-01-12 24000055	Create Date: Title:	2024-01-12 Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-12	Create Date:	2024-01-12
ICR:	24000056	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-12	Create Date:	2024-01-12
ICR:	24000057	Title:	Theft
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-12		4-01-12
ICR:	24000058	Title: DW	I Court Testing
IsSensitive:	0	AGN: API	D
Reported Date:	2024-01-12	Create Date:	2024-01-12
ICR:	24000059	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-12	Create Date:	2024-01-12
ICR:	24000060	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-12	Create Date:	2024-01-12
ICR:	24000061	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-12	Create Date:	2024-01-12
ICR:	24000062	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-12	Create Date:	2024-01-12
ICR:	24000063	Title:	Animal
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-13	Create Date:	2024-01-13
ICR:	24000064	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-13	Create Date:	2024-01-13
ICR:	24000065	Title:	Public Assist
IsSensitive:	0	AGN:	APD

## Page 6 of 15

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Page	ot is
I age	7 of 15

Reported Date:	2024-01-14	Create Da	<sup>te:</sup> 2024-01-14
ICR:	24000066	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-14	Create Da	te: 2024-01-14
ICR:	24000067	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-15	Create D	ate: 2024-01-15
ICR:	24000068	Title:	Theft
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-15	Create Date:	2024-01-15
ICR:	24000069	Title:	Traffic Complaint
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-15	Create Date:	2024-01-15
ICR:	24000070	Title:	Traffic Complaint
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-15	Create Date:	2024-01-15
ICR:	24000071	Title:	Traffic Complaint
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-15	Create Date:	2024-01-15
ICR:	24000072	Title:	Traffic Complaint
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-15	Create Date:	2024-01-15
ICR:	24000073	Title:	Traffic Complaint
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-15	Create Date:	2024-01-15
ICR:	24000074	Title:	Traffic Complaint
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-15	Create Date:	2024-01-15
ICR:	24000075	Title:	Traffic Complaint
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-15	Create Date:	2024-01-15
ICR:	24000076	Title:	Traffic Complaint
IsSensitive:	0	AGN:	APD

Page 8 of 15

Reported Date:	2024-01-15	Create Date:	2024-01-15
ICR:	24000077	Title:	Domestic
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-15	Create Date:	2024-01-15
ICR:	24000078	Title:	Juvenile
IsSensitive:	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2024-01-16         Cre           24000079         Titt           0         AG	e: Ass	4-01-16 ist Other Agency )
Reported Date:	2024-01-16	Create Date:	2024-01-16
ICR:	24000080	Title:	Animal
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-16	Create Date:	2024-01-16
ICR:	24000081	Title:	Mental Health
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-16	Create Date:	2024-01-16
ICR:	24000082	Title:	Welfare Check
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-16	Create Date:	2024-01-16
ICR:	24000083	Title:	Mental Health
IsSensitive:	0	AGN:	APD
Reported Date: ICR: IsSensitive:	24000084 T		24-01-17 VI Court Testing PD
Reported Date:	2024-01-17	Create Date:	2024-01-17
ICR:	24000085	Title:	Welfare Check
IsSensitive:	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2024-01-17       Cree         24000086       Titl         0       AG	e: Ass	4-01-17 ist Other Agency )
Reported Date:	2024-01-17	Create Date:	2024-01-17
ICR:	24000087	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD

Reported Date:	2024-01-17	Create Date:	2024-01-17
ICR:	24000088	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2024-01-18 Crea 24000089 Title 0 AGM		-01-18 at Other Agency
Reported Date:	2024-01-18	Create Date:	2024-01-18
ICR:	24000090	Title:	Juvenile
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-18	Create Date:	2024-01-18
ICR:	24000091	Title:	Animal
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-18	Title:	2024-01-18
ICR:	24000092		Motorist Assist
IsSensitive:	0		APD
Reported Date:	2024-01-18	Create Date:	2024-01-18
ICR:	24000093	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-19	Create Date:	2024-01-19
ICR:	24000094	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-19	Create Date:	2024-01-19
ICR:	24000095	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2024-01-19       Creat         24000096       Title         0       AGN		-01-19 It Other Agency
Reported Date:	2024-01-19	Create Date:	2024-01-19
ICR:	24000097	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-19	Create Date:	2024-01-19
ICR:	24000098	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD

#### http://10.42.103.11/letg/Applications/Queries/SimpleReport.aspx

Page 10 of 15

Reported Date:	2024-01-19	Create Date:	2024-01-19
ICR:	24000099	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-19	Create Date:	2024-01-19
ICR:	24000100	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-20	Create Date:	2024-01-20
ICR:	24000101	Title:	Domestic
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-20	Create Date:	2024-01-20
ICR:	24000102	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-21	Create Date:	2024-01-21
ICR:	24000103	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-21	Create Date:	2024-01-21
ICR:	24000104	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2024-01-21         Creat           24000105         Title:           0         AGN:	Assis	-01-21 st Other Agency
Reported Date:	2024-01-21	Create Date:	2024-01-21
ICR:	24000106	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date: ICR: IsSensitive:	2024-01-21         Creat           24000107         Title:           0         AGN:		-01-22 st Other Agency
Reported Date:	2024-01-22	Create Date:	2024-01-22
ICR:	24000108	Title:	Animal
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-22	Create Date:	2024-01-22
ICR:	24000109	Title:	Public Assist
IsSensitive:	0	AGN:	APD

Reported Date:	2024-01-22	Create Date:	2024-01-22
ICR:	24000110	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-22	Create Date:	2024-01-22
ICR:	24000111	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-22	Create Date:	2024-01-22
ICR:	24000112	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-22	Create Date:	2024-01-22
ICR:	24000113	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-22	Create Date:	2024-01-22
ICR:	24000114	Title:	Scams
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-22	Create Date:	2024-01-22
ICR:	24000115	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-23	Create Date:	2024-01-23
ICR:	24000116	Title:	Suspicious
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-22	Create Date:	2024-01-23
ICR:	24000117	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-23	Create Date:	2024-01-23
ICR:	24000118	Title:	Animal
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-23	Create Date:	2024-01-23
ICR:	24000119	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-23	Create Date:	2024-01-23
ICR:	24000120	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD

## http://10.42.103.11/letg/Applications/Queries/SimpleReport.aspx

Page 11 of 15

Reported Date: ICR: IsSensitive:	2024-01-23 24000121 0	Create Title: AGN:	e Date:	2024	-01-23 t Other Agency
Reported Date: ICR: IsSensitive:	2024-01-23 24000122 0	Create Title: AGN:	e Date:		-01-23 t Other Agency
Reported Date:	2024-01-2	4	Creat	e Date:	2024-01-24
ICR:	24000123		Title:		Animal
IsSensitive:	0		AGN:		APD
Reported Date:	2024-01-24	Create	e Date:	2024-	-01-24
ICR:	24000124	Title:		Assis	t Other Agency
IsSensitive:	0	AGN:		APD	
Reported Date:	2024-01-2	4	Creat	e Date:	2024-01-24
ICR:	24000125		Title:		Traffic Stop
IsSensitive:	0		AGN:		APD
Reported Date:	2024-01-2	4	Creat	e Date:	2024-01-24
ICR:	24000126		Title:		Animal
IsSensitive:	0		AGN:		APD
Reported Date:	2024-01-24	Create	e Date:	2024-	-01-24
ICR:	24000127	Title:		Assis	t Other Agency
IsSensitive:	0	AGN:		APD	
Reported Date:	2024-01-2	5	Creat	e Date:	2024-01-25
ICR:	24000128		Title:		Theft
IsSensitive:	0		AGN:		APD
Reported Date:	2024-01-2	5	Creat	e Date:	2024-01-25
ICR:	24000129		Title:		Juvenile
IsSensitive:	0		AGN:		APD
Reported Date:	2024-01-25	Create	Date: 2	2024-0	01-25
ICR:	24000130	Title:	F	Forger	y/Counterfeiting
IsSensitive:	0	AGN:	A	٩PD	
Reported Date:	2024-01-2	5	Create	Date:	2024-01-25
ICR:	24000131		Title:		Public Assist
IsSensitive:	0		AGN:		APD

Reported Date:	2024-01-2	5 0	Create Dat	<sup>e:</sup> 2024-01-25
ICR:	24000132	г	Title:	Public Assist
IsSensitive:	0	A	AGN:	APD
Reported Date:	2024-01-2	25	Create Da	ate: 2024-01-25
ICR:	24000133		Title:	Traffic Stop
IsSensitive:	0		AGN:	APD
Reported Date:	2024-01-2	25	Create Da	ate: 2024-01-25
ICR:	24000134		Title:	Traffic Stop
IsSensitive:	0		AGN:	APD
Reported Date:	2024-01-2	5 0	Create Dat	e: 2024-01-25
ICR:	24000135	Т	Title:	Public Assist
IsSensitive:	0	A	AGN:	APD
Reported Date:	2024-01-2	6	Create Da	ate: 2024-01-26
ICR:	24000136		Title:	Traffic Stop
IsSensitive:	0		AGN:	APD
Reported Date:	2024-01-27	Crea	ate Date:	2024-01-27
ICR:	24000137	Title	:	Public Nuisance
IsSensitive:	0	AGN	4:	APD
Reported Date:	2024-01-27	Create [	Date: 20	024-01-27
ICR:	24000138	Title:	A	ssist Other Agency
IsSensitive:	0	AGN:	A	PD
Reported Date:	2024-01-2	7 0	Create Dat	e: 2024-01-27
ICR:	24000139	т	itle:	Public Assist
IsSensitive:	0	A	GN:	APD
Reported Date:	2024-01-2	7 0	Create Dat	e: 2024-01-27
ICR:	24000140	т	itle:	Public Assist
IsSensitive:	0	A	GN:	APD
Reported Date:	2024-01-2	<b>8</b> c	Create Date	e: 2024-01-28
ICR:	24000141	т	itle:	Public Assist
In Constitutes	0	A	GN:	APD
IsSensitive:	Ū			
Reported Date:		Create [	Date: 20	024-01-28
		Create I		024-01-28 ssist Other Agency

Page 13 of 15

Page 14 of 15

Reported Date: ICR: IsSensitive: Reported Date: ICR:	2024-01-28 24000143 0 2024-01-29 24000144	Create Date: Title: AGN: Create Date: Title:	2024-01-28 Burglary APD 2024-01-29 Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:		ate Date: 2024	-01-29
ICR:	24000145 Title		st Other Agency
IsSensitive:	0 AGN		
Reported Date:	2024-01-29	Create Date:	2024-01-29
ICR:	24000146	Title:	Other
IsSensitive:	0	AGN:	APD
Reported Date:	<b>2024-01-29</b> c	reate Date: 20	24-01-29
ICR:	<b>24000147</b> Ti	tle: Tr	affic Complaint
IsSensitive:	0 A	gn: AF	PD
Reported Date:	2024-01-29	Create Date:	2024-01-29
ICR:	24000148	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-29	Create Date:	2024-01-29
ICR:	24000149	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-30 Crea	te Date: 2024	-01-30
ICR:	24000150 Title:	Assis	st Other Agency
IsSensitive:	0 AGN	APD	
Reported Date:	2024-01-30	Create Date:	2024-01-30
ICR:	24000151	Title:	Traffic Stop
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-30	Create Date:	2024-01-30
ICR:	24000152	Title:	Public Assist
IsSensitive:	0	AGN:	APD
Reported Date:	2024-01-31	Create Date:	2024-01-31
ICR:	24000153	Title:	Public Assist
IsSensitive:	0	AGN:	APD

Reported Date:	2024-01-31	1-31 Create Date		<sup>e:</sup> 2024-01-31		
ICR:	24000154	Title:		Assis	t Other Agency	
IsSensitive:	0	AGN:		APD		
Reported Date:	2024-01-31		Create Date:		2024-01-31	
ICR:	24000155		Title:		Traffic Stop	
IsSensitive:	0		AGN:		APD	
Reported Date:	2024-01-31	Create	Date:	2024-	-01-31	
ICR:	24000156	Title:		Assis	t Other Agency	
IsSensitive:	0	AGN:		APD		
Reported Date:	2024-01-31 Create Date: 2024-01-31					
ICR:	24000157 Title:		Forgery/Counterfeiting			
IsSensitive:	0	AGN:		APD	10	
					·	
Reported Date:	2024-01-31		Create Date:		2024-01-31	
ICR:	24000158		Title:		Traffic Stop	
IsSensitive:	0		AGN:		APD	
					·	
Reported Date:	2024-01-31		Create Date:		2024-01-31	
ICR:	24000159		Title:		Animal	
IsSensitive:	0					
	0		AGN:		APD	

### City of Ada - EDA Minutes – January 25, 2024 Minutes

Roll call: Members Present: Kim Lewis, Rodney McCollum, Shawn Roux, Kyle Larson, and Jim Birkemeyer Other attendees: Ashley Larson, John Hintz, Curt Jacobson Absent: Approval of Previous Meeting Minutes:

Motion made by Jim and seconded by Rodney to approve minutes. In favor, all. Motion Passed

Welcome New Members: Kyle Larson and Shawn Roux

#### Appointment of Officers –

Motion made by Rodney and seconded by Shawn to nominate Kim for President of the EDA committee. In favor, all. Motion Passed

Motion made by Rodney and seconded by Jim to nominate Shawn for Secretary of the EDA. In favor, all. Motion passed.

**Treasurer's Report:**. Current loan funds available: \$132,986.80. All other items in general fund are under budget. Reviewed RLF past due accounts including Lux Salon, Roots on Main, and Country Looks and Logos

#### **Old Business:**

- AAPC:
  - Next meeting is January 31st
- City:
  - Brief update on city owned buildings that need maintenance and a grant opportunity from USDA for Community Facilities.
- NCEDA:
  - o No update

New Business:

Revolving Loan Fund Applications – No new applications

Store Front Applications- No new applications

Goals for 2024 - Land development for residential homes

#### Land Sales/Purchase – Guest Curt Jacobson.

Curt Jacobson approached the committee about the opportunity to purchase 40 acres of farm land on the west side of town. He proposes the EDA does this with the help of the City and the AAPC, along with donations. This will be an ongoing discussion for future growth and development of residential and commercial lots. **NEXT MEETING DATE:** February 29th 7:00am. – Event Center Meeting Room

**ADJOURNMENT** – Motion made by Jim and seconded by Rodney to adjourn the meeting at 8:00am. In favor, all. Motion Passed.