

City of Ada
Meeting of the City Council
Tuesday June 7, 2022 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, except for referral to staff or commission for future report.*

- V. Consent Agenda** – *These items are 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.** May 2022 Council Meeting minutes
 - B.** City Pre-paid checks in the amount of \$170,778.82
 - C.** City Accounts payables in the amount of \$42,878.58
 - D.** Liability Coverage Waiver Form
 - E.** Benedictine Annual Fun Run Donation Request \$300

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

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

- VIII. Reports of Department Heads and Committees**
 - A.** Mayors Report

 - B.** Administrator / Clerk / Treasurer Report.
 - 1) Department Updates
 - 2) Police Department Updates
 - 3) Dekko Center Repair Bids
 - 4) USDA Revolving Loan Grant Update

X. Old Business

- A. Quit Claim Deed- Ramstad Properties LLC Amended
- B. Resolution 2022-06-07 A RESOLUTION AMENDING RESOLUTION NO. 2015-04-01 AND AUTHORIZING THE ISSUANCE OF A CORRECTIVE QUIT CLAIM DEED

XI. New Business

- A. Kaleidoscope Guests, June - Scott/Josh, July - Kim/Mike, August - Crystal/Shawn
- B. Resolution 2022-05-01 Sale of Land in RAGE Addition
- C. Resolution 2022-05-02 Sale of Land in North Industrial Park
- D. Ordinance 485 Amending Council Salaries- First Reading
- E. Benedictine Living Community pavement of sidewalk request.
- F. Committee Updates.
 - A. Public Works
 - i. Lawn Mower Bid
 - ii. Highway Department project
 - B. Public Safety
 - C. Beautification
 - D. EDA

XII. Adjournment

City of Ada
Meeting of the City Council
Tuesday May 3, 2022, 6:00 P.M. – Council
Chambers

Minutes

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call** – Members Present Nelson, Erickson, Mathsen, Stene, Roux and Lewis. Member Krieger was absent. Others present were Mayor Hintz, Administrator Larson and members of 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, except for referral to staff or commission for future report.* Citizens of the City of Ada came forward to propose an idea to have an indoor kids park and dog park, especially during the wintertime. The citizens stated that through grants and donations the facility could be funded and hoping to be sustained. It was recommended the citizens look to the Dekko Foundation as a starting point.
- V. Consent Agenda** – *These items are 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.** April 2022 Council Meeting minutes
 - B.** City Pre–paid checks in the amount of \$171,412.06
 - C.** City Accounts payables in the amount of \$45,583.91
 - D.** City Accounts payables from April meeting in the amount of \$27,609.48
- A motion by Member Mathsen and seconded by Member Stene to approve the Consent Agenda as amended. All in favor: Nelson, Erickson, Mathsen, Stene, Roux and Lewis. Opposed: NONE Motion passed.**
- VI. Approve Agenda** – *No item of business shall be considered unless it appears on the agenda for the meeting. Council Members may add items to the agenda by a majority vote of the council.*

A motion by Member Roux and seconded by Member Lewis to approve the Agenda as amended. All in favor: Nelson, Erickson, Mathsen, Stene, Roux and Lewis. Opposed: NONE Motion passed.

VII. Presentations with possible discussion and decision.

VIII. Reports of Department Heads and Committees

A. Mayors Report

1) 2022 Elections

Mayor Hintz reminded citizens that there will be seats open on the council come election time and that August 2nd is the deadline to apply.

2) VFW Buddy Poppy Declaration

Mayor Hintz read the declaration and urged citizens to support the Veteran's of Foreign Wars Buddy Poppy campaign.

3) City Council pay increases

Mayor Hintz proposed an increase to council pay. An annual payment of \$1,200.00 per year would be paid in January of the following year. The requirement to receive the incentive pay would be a committee attendance of 75% during the year. Administrator Larson will bring a draft of an ordinance with the language to address the change of the councils pay package.

4) Community updates

Clean up weekend May 4th, 5th, and 6th
Ada Future Leaders Sandbox fill

B. Administrator / Clerk / Treasurer Report.

1) Department Updates

Administrator Larson updated council on the happenings within the City's departments. Public Works is busy with spring cleanup. Larson also stated that the Dekko Foundation representatives will be in Ada and the surrounding communities, she encouraged council to attend their get together at the Event Center. Next on Larson's list of happenings was the annual bike rodeo after school May 4, 2022, it is estimated that over 100 kids will be riding, along with volunteers to assist the kids get across town. The Dekko Center is kicking off a fund raiser to start a fund to purchase a new hot tub for the center.

2) Bike Rodeo Reminder

3) Dekko Ladies Night Reminder

4) Blight Update

Administrator Larson brought to council that law enforcement has been working hard on trying to get a homeowner to clean up their property. There are seven citations outstanding on this property and it doesn't seem that the owner is going to do anything about the property. An ordinance change could be done to make this a civil suit. Ordinances take a while to pass, so time is not in council's favor and the process would not be cheap.

5) Part-time Officer

Administrator Larson updated council that a candidate was interviewed and accepted an offer but need to get council approval for a rate per hour. The officer's shifts would be based on the need of the other two officers. Larson suggested a starting rate per hour of \$26.00 per hour.

A motion by Member Mathsen and seconded by Member Roux to approve a starting wage of \$26.00 for the new hire of a part time police officer. All in favor: Nelson, Erickson, Mathsen, Stene, Roux and Lewis. Opposed: NONE Motion passed

IX. Old Business

A. Amend Resolution 2022-04-03 Combining Polling Places

Per county request

A motion by Member Lewis and seconded by Member Mathsen to approve the amendment of Resolution 2022-04-03 Combining Polling Places for primary elections. By Roll Call Vote: All in favor: Nelson, Erickson, Mathsen, Stene, Roux and Lewis. Opposed: NONE Motion passed

XIII. New Business

- A. Kaleidoscope Guests, May - Crystal/Shawn, June - Scott/Josh, July - Kim/Mike, August - Crystal/Shawn**
- B. Ada Summer Theater Program Donation Request**

A motion by Member Nelson and seconded by Member Stene to approve a donation to the Ada Summer Theatre Program of \$300.00. All in favor: Nelson, Erickson, Mathsen, Stene, Roux and Lewis. Opposed: NONE Motion passed

C. RAGE Lot 1 offer

A full price offer of \$10,000.00 for Lot 1 of the Rage addition. Administrator Larson requested a motion to approve.

A motion by Member Mathsen and seconded by Member Roux to approve the offer of \$10,000.00 for Lot 1 in the Rage Addition. All in favor: Nelson, Erickson, Mathsen, Stene, Roux and Lewis. Opposed: NONE Motion passed

D. Committee Updates.

A. Public Works

Member Roux updated council on the City's cost related to the new county building. Wiring costs that the city is responsible for was \$2,000.00

B. Public Safety

Did not meet

- C. Beautification
Did not meet
- D. EDA
Did not meet

XIV. Adjournment

A motion by Member Mathsen and seconded by Member Erickson to adjourn the meeting at 6:46PM. All in favor: Nelson, Erickson, Mathsen, Stene, Roux and Lewis. Opposed: NONE Motion passed

ACCOUNT PAYABLE - MAY 2022
 REGULAR COUNCIL MEETING
 Tuesday, June 7, 2022

*Added or Revised Amounts

ADA BUILDING CENTER	LQR- REPAIR SUPLS	\$ 138.90
ADA BUILDING CENTER	PW- IMPACT DRIVER	\$ 219.99
ADA BUILDING CENTER	DEKKO- REPAIR SUPLS	\$ 163.45
ADA ELECTRIC	PW- LABOR FOR TRAILER COURT LIFT STATION	\$ 80.00
ADA-FELTON COUNTRY STORE	PW FUEL	\$ 414.62
ARCTIC GLACIER	LQR ICE	\$ 202.66
AUTO VALUE	PW- HOSE CLAMPS, TUNE UP	\$ 95.81
BORDER STATES	PW- LINE MNT	\$ 9,696.98
COCA- COLA	LIQUOR- POP	
EGGEN HEATING	PW- AUTO AIR VENT	\$ 136.50
ESSENTIA HEALTH	DRUG TEST- KASTE	\$ 26.00
GALLS	POLICE- UNIFORMS	\$ 320.49
GOPHER STATE ONE CALL	LOCATES	\$ 64.80
HAWKINS	PW CHEMICALS	\$ 2,055.50
HAWKINS	DEKKO CHEMICALS	\$ 1,122.94
INDEPTH INSPECTION	APRIL BLDG PERMIT SERVICES	\$ 888.89
J.P. COOKE CO.	PET TAGS	\$ 60.45
KRJB RADIO	CLERK- ANNUAL, CLEAN UP WEEK, HS SPRING TOURNAMENTS, SUMMER ADS	\$ 1,499.05
KRJB RADIO	DEKKO- ANNUAL CONTRACT	\$ 270.00
KRJB RADIO	LIQUOR- ADV, SCAVENGER HUNT	\$ 215.00
LEE BROS SALES	POLICE- TOOL KIT	\$ 49.53
MCCOLLUM HARDWARE, INC	PW-	\$ 278.17
MCCOLLUM HARDWARE, INC	DEKKO, PARKS, CEMETERY- SUPLS	\$ 1,181.72
MCCOLLUM HARDWARE, INC	POLICE-	\$ 31.47
MCCOLLUM HARDWARE, INC	FIRE-	\$ 59.99
MCCOLLUM HARDWARE, INC	LIQUOR-LED BULB, KEYS	\$ 79.46
NORMAN COUNTY ASSESSOR	ASSESSMENT 2022	\$ 6,531.00
NORMAN COUNTY ATTORNEY	MAY CRIMINAL LEGAL FEES	\$ 833.33
NORMAN COUNTY IMPLEMENT	LAWN MOWER-CAP, MUFFLER, BLADES	\$ 473.71
NORMAN COUNTY INDEX	ABW GRAD, CEMETERY BINDER	\$ 130.00
NORMAN COUNTY INDEX	LIQUOR- HELP WANTED AD	
OFFICE SUPPLIES	CITY HALL-PEN, ENVELOPES	\$ 378.47
OFFICE SUPPLIES	POLICE- SJUPLS	\$ 71.78

OFFICE SUPPLIES	EC- TRASH BAGS, TRASH CANS,BATTERIES,AIR FRESHENER	\$ 380.22
OFFICE SUPPLIES	PW- WELL BATTERY BACKUPS	\$ 180.00
OFFICE SUPPLIES	DEKKO- THERMAL ROLLS, INK CART,TAPE, PT, SOAP, BIKE RODEO SUPLS	\$ 200.65
OFFICE SUPPLIES	LIQUOR- TAKE OUT BAGS,TONER, SUPLS	\$ 299.20
PEMBERTON LAW	APRIL LEGAL FEES	
PETRO SERVE	PW FUEL	\$ 165.00
PETRO SERVE	POLICE FUEL	
RMB ENVIR LAB	TESTING	\$ 35.00
SUPERMARKET FOODS	LIQUOR- JUICE, POP, SWIFFER	\$ 27.85
TERMINIX	LIQUOR- PEST CONTROL	\$ 71.80
TITAN MACHINERY	MAIN LIFT STATION GENERATOR PARTS	\$ 357.48
TRANE US	DEKKO SWITCH, SENSOR REPAIRS	\$ 1,762.70
WATER & LIGHT FUND	UTILITIES	\$ 8,648.80
WEST CENTRAL	LV-4, CORNERSTONE 5 PLUS	\$ 2,390.62
WEX BANK	POLICE FUEL	\$ 588.60
TOTALS		<u>\$ 42,878.58</u>

PRE-PAID CHECK for MAY 2022

Paid Chk# 084719	ARTISAN BEER COMPANY	5/12/2022	\$73.80	BEER
Paid Chk# 084720	RYAN BAKER	5/12/2022	\$100.15	DEPOSIT REFUND
Paid Chk# 084721	BEVERAGE WHOLESALERS, INC	5/12/2022	\$321.85	BEER
Paid Chk# 084722	CITY OF ADA GENERAL FUND	5/12/2022	\$110.35	APPLY DEPOSITS
Paid Chk# 084723	CRAIG, DENNIS	5/12/2022	\$150.09	DEPOSIT REFUND
Paid Chk# 084724	DEKKO COMMUNITY CENTER	5/12/2022	\$300.00	DEKKKO- BIKE RODEO DONATION
Paid Chk# 084725	GRUBICH, JOSHUA	5/12/2022	\$101.07	DEPOSIT REFUND FOR 105 E 3RD A
Paid Chk# 084726	JOHNSON BROS WHLSE LIQUOR CO	5/12/2022	\$1,185.36	LIQUOR
Paid Chk# 084727	MCKINNON CO., INC.	5/12/2022	\$2,906.60	BEER
Paid Chk# 084728	PETRO SERVE USA	5/12/2022	\$22.07	POLICE FUEL
Paid Chk# 084729	STEVE PETRY	5/12/2022	\$377.49	HOTEL FOR DL FIRE SCH, MLG,MEALS
Paid Chk# 084730	PHILLIPS WINE & SPIRITS CO.	5/12/2022	\$2,302.19	LIQUOR
Paid Chk# 084731	SOUTHERN GLAZERS OF MN	5/12/2022	\$106.05	LIQUOR
Paid Chk# 084732	WINE MERCHANTS	5/12/2022	\$226.84	LIQUOR
Paid Chk# 084745	CITY OF ADA GENERAL FUND	5/13/2022	\$5.15	POLICE- TEST PSTG
Paid Chk# 084746	DEKKO COMMUNITY CENTER	5/13/2022	\$300.00	DEKKO- HOT TUB FUNDRAISER-LADI
Paid Chk# 084747	STEVE PETRY	5/13/2022	\$700.91	FIRE MOTEL-STATE CONF
Paid Chk# 084748	VERIZON WIRELESS	5/13/2022	\$94.20	PW APRIL CELL PHONE
Paid Chk# 084749	ARVIG	5/16/2022	\$1,716.14	CLERK -MAY PHONE/INTERNET
Paid Chk# 084750	NORMAN CO. AUDITOR/TREASURER	5/16/2022	\$1,927.00	LAGOON -2022 PROP TAXES
Paid Chk# 084751	RED RIVER VALLEY CO-OP POWER	5/16/2022	\$275.01	ELECTRIC- MAY UTILITIES
Paid Chk# 084757	ACTIVE 911	5/18/2022	\$416.00	FIRE- ALERTING SUBSCRIPTION
Paid Chk# 084758	ADA-FELTON COUNTRY STORE	5/18/2022	\$25.62	FIRE- FUEL
Paid Chk# 084759	ARVIG ENTERPRISES	5/18/2022	\$760.07	CH MAY RENT
Paid Chk# 084760	BRANDON COMMUNICATIONS	5/18/2022	\$472.19	POLICE EQUIPMENT REPAIR
Paid Chk# 084761	CINTAS	5/18/2022	\$69.83	EC- MATS
Paid Chk# 084762	CROMPTON, TIM	5/18/2022	\$6,243.75	75% DEMO - RENFREW
Paid Chk# 084763	DEPT. OF ENERGY W A P A	5/18/2022	\$23,517.42	MAY ENERGY
Paid Chk# 084764	D-S BEVERAGES	5/18/2022	\$7,110.95	BEER
Paid Chk# 084765	EGGEN, BRIANNA	5/18/2022	\$136.03	BIKE RODEO-WATER,SNACKS
Paid Chk# 084766	FERGUSON WATERWORKS #2516	5/18/2022	\$109.21	WATER METER FLAG KIT
Paid Chk# 084767	GARDEN VALLEY TECHNOLOGIES	5/18/2022	\$33.99	MAY IT SERVICE
Paid Chk# 084768	GREAT PLAINS FIRE, INC.	5/18/2022	\$938.39	FIRE- CHEMGUARD
Paid Chk# 084769	LEAGUE OF MN CITIES INS. TRUST	5/18/2022	\$19,760.00	EC- 4TH QTR LIAB INS
Paid Chk# 084770	LEE BROS SALES, INC.	5/18/2022	\$85.86	POLICE- OIL CHNG - EXEMPT
Paid Chk# 084771	MID-STATES WIRELESS, INC.	5/18/2022	\$834.87	FIRE- TEST FIRE SIRENS
Paid Chk# 084772	MORRIS ELECTRONICS	5/18/2022	\$95.00	POLICE- IE MODE REPAIR
Paid Chk# 084773	NORMAN CO. AUDITOR/TREASURER	5/18/2022	\$7,606.80	2022 HAZ MAT
Paid Chk# 084774	NORMAN COUNTY ASSESSOR	5/18/2022	\$34.65	QUIT CLAIM DEED-MERTZ-N IND LO
Paid Chk# 084775	NORMAN COUNTY DEMOLITION	5/18/2022	\$1,256.25	CARIVEAU HOUSE DEMO
Paid Chk# 084776	NORMAN COUNTY RECORDER	5/18/2022	\$46.00	SALE LOTS N IND- MERTZ

Paid Chk# 084777	NORTHERN FIRE EQUIP SERVICE	5/18/2022	\$834.90	POLICE- FIRE EQUIP CKS
Paid Chk# 084778	NORTHERN STATES POWER CO.	5/18/2022	\$1,538.00	MAY DISTRIBUTION CHRG
Paid Chk# 084779	PAUSTIS WINE COMPANY	5/18/2022	\$283.50	WINE
Paid Chk# 084780	STEVE PETRY	5/18/2022	\$209.99	FIRE- RANGER SPRINGS
Paid Chk# 084781	RED RIVER VALLEY CO-OP POWER	5/18/2022	\$8,000.00	MAY MNT
Paid Chk# 084782	SOUTHERN GLAZERS OF MN	5/18/2022	\$1,183.28	LIQUOR
Paid Chk# 084783	ULTIMATE SAFETY CONCEPTS INC	5/18/2022	\$1,208.36	FIRE PARTS MNT
Paid Chk# 084784	VERIZON WIRELESS	5/18/2022	\$35.01	POLICE- CELL PHONE
Paid Chk# 084785	KYLIE WAMSTAD	5/18/2022	\$200.00	ADA NUTRITION PAINT STORE FRON
Paid Chk# 084786	WRS IMPORTS: REVEN STEPHENS	5/18/2022	\$102.50	LIQUOR
Paid Chk# 084787	XCEL/NORTHERN STATES POWER	5/18/2022	\$48,739.17	APRIL ENERGY
Paid Chk# 084808	U. S. POSTMASTER	5/27/2022	\$270.68	MAY-UTILITY BILLING PSTG
Paid Chk# 084809	ADA SUMMER CHILDRENS THEATRE	5/31/2022	\$300.00	SUMMER THEATRE CONTRIBUTION
Paid Chk# 084810	AL'S DISPOSAL, INC.	5/31/2022	\$2,589.44	APRIL FUEL SURCHRG-LIQUOR
Paid Chk# 084811	ARAMARK	5/31/2022	\$440.94	PW MATS,MOPS,TOWELS
Paid Chk# 084812	ARTISAN BEER COMPANY	5/31/2022	\$73.80	BEER
Paid Chk# 084813	ARVIG	5/31/2022	\$427.50	LIQUOR- OFFICE DESK,CHAIR,FILE
Paid Chk# 084814	BEVERAGE WHOLESALERS, INC	5/31/2022	\$124.75	BEER
Paid Chk# 084815	BOOM ISLAND BREWING CO, LLC	5/31/2022	\$159.00	BEER - NOV 2021 INV JUST GOT
Paid Chk# 084816	BREAKTHRU BEVERAGE	5/31/2022	\$1,007.08	LIQUOR
Paid Chk# 084817	CARDMEMBER SERVICES	5/31/2022	\$91.48	ADOBE ACROPRO
Paid Chk# 084818	CODY HOLTE SCHOLARSHIP FUND	5/31/2022	\$300.00	CONTRIBUTION
Paid Chk# 084819	D-S BEVERAGES	5/31/2022	\$4,185.75	BEER
Paid Chk# 084820	BRETT FETTING	5/31/2022	\$15.76	COMPLIANCE CHECK
Paid Chk# 084821	HAGER, STEVE	5/31/2022	\$901.64	POLICE-MARCH,APRIL,MAY CELL PH
Paid Chk# 084822	J. P. COOKE COMPANY	5/31/2022	\$60.45	PET TAGS 22-23
Paid Chk# 084823	JOHNSON BROS WHLSE LIQUOR CO	5/31/2022	\$489.65	LIQUOR CREDIT
Paid Chk# 084824	LARSON, ASHLEY	5/31/2022	\$141.94	MAY CELL PHONE, POLICE CLASS REG
Paid Chk# 084825	MCKINNON CO., INC.	5/31/2022	\$4,562.10	BEER
Paid Chk# 084826	MN ENERGY RESOURCES CORP.	5/31/2022	\$3,426.73	DEKKO- UTILITIES
Paid Chk# 084827	HILARY MYERS	5/31/2022	\$262.50	MAY CLEANING EC
Paid Chk# 084828	ELIJAH NOEL	5/31/2022	\$157.74	REFUND UTILITIY OVERPAYMENT
Paid Chk# 084829	NORMAN CO. AG. SOCIETY	5/31/2022	\$500.00	NC FAIR CONTRIBUTION
Paid Chk# 084830	NORMAN COUNTY ASSESSOR	5/31/2022	\$33.00	RAGE LOT SALES #1- CORDER
Paid Chk# 084831	NORMAN COUNTY RECORDER	5/31/2022	\$46.00	RAGE LOT 1- CORDER
Paid Chk# 084832	NW MINN MULTI COUNTY	5/31/2022	\$2,000.00	GRANT WRITING
Paid Chk# 084833	PHILLIPS WINE & SPIRITS CO.	5/31/2022	\$2,640.48	LIQUOR
Paid Chk# 084834	READITECH SOLUTIONS	5/31/2022	\$204.50	GUNNAR EMAIL, MAILBOX,ANTIVIRUS
Paid Chk# 084835	SIGN PRO	5/31/2022	\$16.00	VETERAN BOARD NAMES
Paid Chk# 084836	U. S. POSTMASTER	5/31/2022	\$160.00	2022 PO BOX

\$170,778.82

Apr-22 Interim Combined Statement of Cash and Investments

Fund	Cash Balance 3/31/2022	Investment Balance 3/31/2022	April Cash Debits	April Cash Credits	April Invest Debits	April Invest Credits	Balance 4/30/2022
General Fund	(101,787.30)	393,923.54	58,882.36	122,092.17			228,926.43
	0.00						0.00
Special Revenue Funds:	0.00						0.00
TIF District 2-1 Redevelopment	0.00						0.00
TIF District 2-2 Housing	246,808.23			53.25			246,754.98
TIF District 2-3 Housing	18,866.41						18,866.41
Demolition\Blight Fund	7,844.66	12,145.45					19,990.11
(207) 2015 Revolving Loan Account	(2,760.46)		3,336.72	30,000.00			(29,423.74)
(208) Ada Economic Development Revolving Loan	(3,056.27)	3,832.97					776.70
Library	(34,549.49)	40,566.63		1,855.60			4,161.54
Community Center Maintenance Fund	(645,494.08)	722,532.13					77,038.05
Recreation Development Fund	34,635.83	40,000.00					74,635.83
Long Term Designated Capital	(269,333.72)	501,218.71					231,884.99
Public Works	(52,355.80)	4,690.92					(47,664.88)
Capital Project - Emergency Services Building	3,321.04						3,321.04
Capital Project - Lift Station / Force Main Project	(165,489.92)						(165,489.92)
Capital Project - New Well	0.00						0.00
Ada Event Center	(200,324.79)		1,610.00	2,159.35			(200,874.14)
Community Development Fund	97,331.97						97,331.97
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)	10,011.72	3,539.73					13,551.45
1999 G. O. Water / Sewer Rev Bonds	(35,509.00)						(35,509.00)
2000 G. O. Improvement Bonds	0.00						0.00
2020 G. O. Water Tower Improvement	1,648.81						1,648.81
2020 G. O. Lift Station Improvements	40,443.91						40,443.91
	0.00						0.00
Enterprise Funds:	0.00						0.00
Water and Sewer Fund	(81,200.82)	82,914.83	53,477.02	27,322.32			27,868.71
Electric Utility	1,670,917.77	10,179.15	194,166.30	110,279.01			1,764,984.21
Long Term Designated Capital II	205,109.16	635,737.31					840,846.47
Liquor	135,503.92	1,237.75	58,706.13	58,436.08			137,011.72
Total - All Funds	1,014,150.61	2,452,519.12	370,178.53	352,197.78	0.00	0.00	3,484,650.48
Frandsen-General Checking							1,247,025.54
Frandsen Bank - Savings							1,070.51
Frandsen Bank - Money Market - General							-
Frandsen Bank - Money Market - LT Desig							-
Frandsen Bank - Fire Insurance Proceeds							-
Frandsen Bank - CD's							313,476.69
							-
American Federal Bank CD (LT Desig Cap II)							193,082.30
BancWest Investment Services (LT Desig Cap II)	G607-10400						643,625.40
BancWest Investment Services (Maintenance Funds)	G225-10400						653,945.19
BancWest Investment Services (General)	G101-10400						300,580.96
BancWest Investment Services (LT Des Cap)	G400-10400						131,843.89
Total Balances 4-30-22							3,484,650.48

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).
- The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____



Dekko Community Center

Ada, MN

Condensing Unit Replacement 2022



<p>Prepared For</p> <p>Brianna Eggen Director Dekko Community Center 107 4th Avenue East Ada, MN 56510</p> <p>E-mail: dekkocenter@adamn.gov</p>	<p>Local Trane Office</p> <p>Trane U.S. Inc. dba Trane 3417 7th Avenue North Fargo, ND 58102</p> <p>PROPOSAL ID 3097274</p> <p>DATE May 3, 2022</p>	<p>Local Trane Representative</p> <p>Andrew Vlasak Account Manager Cell: (701) 412-5461 Office (701) 235-0521</p> <p>E-mail: andrew.vlasak@trane.com</p>
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May 3, 2022

Brianna Eggen
Director
Dekko Community Center
107 4th Avenue East
Ada, MN 56510

Site Address
Dekko Community Center
107 4th Avenue East
Ada, MN 56510

Subject: Condensing Unit Replacement 2022

Dear Brianna,

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

Scope of Service

- **Includes:**
 - Reclaim the refrigerant
 - Remove and dispose of one (1) existing Lennox condensing unit and evaporator coil
 - Provide and install:
 - One (1) new Trane condensing unit and evaporator coil
 - Necessary ductwork to transition to the new coil
 - New refrigerant piping between the new condensing unit and the coil
 - Crane rental
 - Startup
 - Verify operation with Owner on completion
 - One-year labor and parts warranty on new equipment and workmanship
 - All travel labor, mileage, and lodging costs related to this proposal are included.
- **Does Not Include:**
 - Electrical, all high and low voltage wiring requirements (provided by Owner)
 - Any repairs or service to equipment or controls other than as specified above

Proposed Condensing Unit Replacement Fee: \$ 9,900.00

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

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 May 31, 2022

Acceptance

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions – Service 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 look forward to helping you with all of 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: andrew.vlasak@trane.com

Trane U.S. Inc. is currently the only company who can perform factory authorized service 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.



Pricing and Acceptance

Brianna Eggen
Director
Dekko Community Center
107 4th Avenue East
Ada, MN 56510

Site Address
Dekko Community Center
107 4th Avenue East
Ada, MN 56510

Options	Amount	Payment	Initial Approval
Condensing Unit Replacement Fee	\$9,900.00	Net 30	

Invoice Schedule

- Final invoice to be billed on completion

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

COVID-19 National Emergency Clause

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic (“Covid-19 Pandemic”). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane’s performance under this Agreement. Consequently, the parties agree as follows:

- Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
- Each party will abide by any federal, state or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
- Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
- If Trane’s performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.



Acceptance

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

CUSTOMER ACCEPTANCE		TRANE 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



TERMS AND CONDITIONS – SERVICE TURNKEY

“Company” shall mean Trane U.S. Inc. dba Trane.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company’s performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. 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 services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

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. Acceptance. 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. 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 the 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 Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company’s counteroffer will be deemed accepted. Customer’s acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. 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 Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company’s regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company’s invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 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 or otherwise enforcing these terms and conditions.

8. Customer 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 connection with 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 the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company 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. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer’s request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin,



Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; 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 or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. 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 REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. 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 ACKNOWLEDGES AND AGREES THERETO

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify 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 personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER**



CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. 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 (INCLUDING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). 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 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 any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract 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	\$2,000,000 CSL
Workers Compensation	Statutory Limits

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 or its insurer waive its right of subrogation

18. 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 ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services 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; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor 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.

19. 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 Services are 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 Services are 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 premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States 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 Services. 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, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their 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. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States 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. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and 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.

21. U.S. Government Contracts. **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 / Purchase Order 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: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby 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 with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to 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 contractor's 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 Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. 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.

1-10.48 (0821)
Supersedes 1-10.48 (0720)



3417 7th Ave N - Suite D
Fargo, ND, 58102
Phone: (701) 235-0521
Service Direct Number 701-356-7288

May 19,2022

CITY OF ADA
PO BOX 32
ADA, MN, 56510

Project Name:Mechanical room exhaust fan

Site Name:DEKKO COMMUNITY CENTER

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane’s Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

Equipment List:

Equipment	Model Number	Serial Number
Mechanical room exhaust fan	Na	Na

Scope of Service:

Replace the exhaust fan for the mechanical room.

Total Price:..... **\$3073.00**

Clarifications

1. Applicable taxes are not included and will be added to the invoice.
2. Any service not listed is not included.
3. Work will be performed during normal Trane business hours unless stated
4. Travel time is not included unless stated

[Response Link](#)

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

Sincerely,
Zach Boehrsen
Trane Service Technician
Zachary.Boehrsen@trane.com

Andrew Vlasak
Trane Account Manager
Andrew.Vlasak@Trane.com

This proposal is valid 30 days from May 19,2022. This agreement is subject to Customer’s acceptance of the attached Trane USA Services Terms and Conditions.

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic (“Covid-19 Pandemic”). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane’s performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane’s performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane’s performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

1. 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 services (the “Services”) on equipment listed in the Proposal (the “Covered Equipment”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

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. Acceptance. 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. 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 the 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 counter-offer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. 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 Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer’s account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the “Service Fee(s)”) shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company’s regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company’s invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 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 or otherwise enforcing these terms and conditions.

8. Customer 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 connection with 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 the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company 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. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and
- (e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer.

THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. 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.

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify 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 personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE

ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). 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 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 any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

16. Insurance. Company agrees to maintain the following insurance during the term of the contract 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	\$2,000,000 CSL
Workers Compensation	Statutory Limits

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 or its insurer waive its right of subrogation

17. 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 ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services 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; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor 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.

18. 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 Services are 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 Services are 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 premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States 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 Services. 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, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their 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. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States 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. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250; and 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.

20. U.S. Government Contracts.

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 / Purchase Order 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: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby 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 with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to 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 contractor's 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 Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

21. 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.

1-10.48 (0919)
Supersedes 1-10.48 (1114)

CORRECTIVE QUIT CLAIM DEED

STATE DEED TAX
DUE HEREON: \$1.65

Dated: June _____, 2022

FOR VALUABLE CONSIDERATION, the CITY OF ADA, a Municipal Subdivision under the laws of Minnesota, Grantor, hereby conveys and quitclaim to RAMSTAD PROPERTIES, LLC, Grantee, a limited liability company under the laws of Minnesota, real property in Norman County, Minnesota, described as follows:

Section Nine (9), Township One Hundred Forty-four (144), Range Forty-six (46), Lot Five (5), Block One (1) NORTH INDUSTRIAL PARK ADDITION, City of Ada, Norman County, Minnesota;

AND

Section Nine (9), Township One Hundred Forty-four (144), Range Forty-six (46), Lot Six (6), Block One (1) NORTH INDUSTRIAL PARK ADDITION, City of Ada, Norman County, Minnesota;

AND

Section Nine (9), Township One Hundred Forty-four (144), Range Forty-six (46), Lot Eight (8), Block One (1) NORTH INDUSTRIAL PARK ADDITION, City of Ada, Norman County, Minnesota;

together with all hereditaments and appurtenances belonging thereto.

CITY OF ADA

RESOLUTION NO. 2022-06-07

A RESOLUTION AMENDING RESOLUTION NO. 2015-04-01 AND AUTHORIZING THE ISSUANCE OF A CORRECTIVE QUIT CLAIM DEED OF THE FOLLOWING DESCRIBED PROPERTIES:

Parcel 25-0984105; S/T/R 9-144-46 LOT 5 BLOCK 1 NORTH INDUSTRIAL PARK ADD

Parcel 25-0984106; S/T/R 9-144-46 LOT 6 BLOCK 1 NORTH INDUSTRIAL PARK ADD

Parcel 25-0984108; S/T/R 9-144-46 LOT 8 BLOCK 1 NORTH INDUSTRIAL PARK ADD

WHEREAS, On April 7, 2015, the City of Ada passed Resolution No. 2015-04-01 authorizing the sale of the above-described property to “Weave Got Maille” for the sum of One Thousand Dollars and no/100 (\$1,000.00) for each lot;

WHEREAS, On June 17, 2015, a Quit Claim Deed was issued to Ramstad Properties conveying the above-described property in exchange for \$3,000.00;

WHEREAS, The Quit Claim Deed was recorded in Norman County, Minnesota on June 17, 2015, although the April 7, 2015 Resolution No. 2015-04-01 was not recorded with the Deed;

WHEREAS, Weave Got Maille, LLC and Ramstad Properties, LLC are registered Limited Liability Companies in the State of Minnesota under Minnesota Statute 322C;

WHEREAS, The Registered Agent of Ramstad Properties, LLC is Glenn Ramstad, and the Registered Agent of Weave Got Maille, LLC is Edie Ramstad, and Glenn Ramstad and Edie Ramstad are married to each other;

WHEREAS, Resolution No. 2015-04-01 intended to convey the above-described property to Ramstad Properties, LLC, not Weave Got Maille; and,

WHEREAS, Ramstad Properties, LLC purchased the above-described property from the City of Ada for \$3,000.00, and now seeks a corrective quit claim deed properly identifying Ramstad Properties as “Ramstad Properties, LLC,” and modifying the legal descriptions of the above-described property to include the name of the City and County in which the property is located.

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

1. Resolution No. 2015-04-01 shall be amended to reflect the initial intent of the City of Ada to transfer the above-described property to Ramstad Properties, LLC, not Weave Got Maille, and include the City and County information in the property legal descriptions.
2. The Mayor of the City of Ada and the City Clerk are authorized to execute and deliver any documents necessary to effectuate a Corrective Quit Claim Deed to correctly identify, for title purposes, that Ramstad Properties is a Limited Liability Company, and add the City and County location to the above-described property legal descriptions.

Passed by the City Council of Ada, Minnesota this 7th day of June, 2022.

Mayor

Attested:

City Clerk

RESOLUTION NO. 2022-06-02

**A RESOLUTION AUTHORIZING THE SALE OF
PARCELS OF LAND IN THE CITY OF ADA**

A Resolution authorizing the sale of the following described properties:

Parcel No: 25-0984101

Legal Description: Lot 1 Block 1 North Industrial Park Addition, City of Ada, County of Norman, Minnesota

Parcel NO. 25-0984102

Legal Description Lot 2 Block 1 North Industrial Park Addition, City of Ada, County of Norman, Minnesota

Parcel NO. 25-0984103

Legal Description Lot 3 Block 1 North Industrial Park Addition, City of Ada, County of Norman, Minnesota

Parcel NO. 25-0984104

Legal Description Lot 4 Block 1 North Industrial Park Addition, City of Ada, County of Norman, Minnesota

Parcel NO. 25-0984112

Legal Description Lot 12 Block 1 North Industrial Park Addition, City of Ada, County of Norman, Minnesota

WHEREAS, the City of Ada is the owner of the above-described properties in the City of Ada, Norman County, Minnesota, and,

WHEREAS, Cole and Amber Mertz Corder desire to purchase said property from the City of Ada, for the sum of Ten Thousand Five Hundred Dollars and no/100 (\$10,500.00) for the lot and other good and valuable consideration.

NOW, THEREFORE, BE IT HEREBY RESOLVED, That the City of Ada shall enter into a Purchase Agreement Jason and Heather Corder in which the City agrees to sell the above-described properties in the City of Ada, Norman County, Minnesota for the price of Ten Thousand Five hundred Dollars and no/100 (\$10,500.00) and other good and valuable consideration; and

BE IT FURTHER RESOLVED, That the Mayor of the City of Ada and the City Clerk are authorized to execute and deliver any documents necessary to effectuate said transfer.

Upon motion duly made by Councilmember, and seconded by Councilmember, and upon being put to a vote, on _____ of _____ 2022 the above Resolution carried by the following vote:

Ayes:

John Hintz, Mayor

Nayes:

Abstention:

Ashley Larson, City Administrator

RESOLUTION NO. 2022-06-01

**A RESOLUTION AUTHORIZING THE SALE OF
PARCELS OF LAND IN THE CITY OF ADA**

A Resolution authorizing the sale of the following described properties:

Lot One (1), Block One (1), Rage Addition, City of Ada, County of Norman, State of Minnesota.

WHEREAS, the City of Ada is the owner of the above-described properties in the City of Ada, Norman County, Minnesota, and,

WHEREAS, Jason and Heather corder desire to purchase said property from the City of Ada, for the sum of Ten Thousand Dollars and no/100 (\$10,000.00) for the lot and other good and valuable consideration.

NOW, THEREFORE, BE IT HEREBY RESOLVED, That the City of Ada shall enter into a Purchase Agreement Jason and Heather Corder in which the City agrees to sell the above-described properties in the City of Ada, Norman County, Minnesota for the price of Ten Thousand Dollars and no/100 (\$10,000.00) and other good and valuable consideration; and

BE IT FURTHER RESOLVED, That the Mayor of the City of Ada and the City Clerk are authorized to execute and deliver any documents necessary to effectuate said transfer.

Upon motion duly made by Councilmember, and seconded by Councilmember, and upon being put to a vote, the above Resolution carried by the following vote:

Ayes:

Nayes:

Abstention:

Dated:

John Hintz, Mayor

ATTEST:

Ashley Larson, City Administrator

Ordinance 485

An Ordinance amending Ordinance No. 334, Sec. 2-31. Salaries – Mayor. And Ordinance 334, Sec. 2-32. – Salaries – Councilmembers

THE CITY COUNCIL OF ADA, MINNESOTA DOES HEREBY ORFAIN:

Sec. 2-31. - Salaries—Mayor.

The mayor of the city shall receive compensation at the rate of \$350.00 per month for his attendance at council meetings and up to \$1200 annually for attendance of at least 75% of any meetings of any committee, subcommittee, board appointed by the city council or for all other matters involving the city to be paid out once a year in January for the previous 12 months.

Sec. 2-32. - Same—Councilmembers.

A city councilmember of the city shall receive compensation at the rate of \$250.00 per month for their attendance at council meetings and up to \$1200 annually for attendance of at least 75% of any meetings of any committee, subcommittee, board appointed by the city council or for all other matters involving the city to be paid out once a year in January for the previous 12 months.

EFFECTIVE DATE: This ordinance shall be in full force and effect from and after passage and publication according to state law. This ordinance shall be placed on file at the City of Ada City Hall for public review.

Adopted by the City Council of the City of Ada, Minnesota this ____ day of _____, 2022.

Ayes:

Nayes:

Absent:

CITY OF ADA

ATTEST:

John Hintz
Mayor

Ashley Larson
City Administrator



JOHN DEERE

Selling Equipment

Quote Id: 26675376

Customer Name: CITY OF ADA

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

RDO Equipment Co.
2575 State Highway 200
Ada, MN 56510
218-784-7139
act-ada@rdoequipment.com

JOHN DEERE Z950R ZTrak

Hours:

Stock Number:

Contract: Sourcewell Grounds Maintenance 031121-DAC
(PG NB CG 70)

Selling Price *
\$ 12,704.23

Price Effective Date: May 11, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2194TC	Z950R ZTrak	1	\$ 15,959.00	23.00	\$ 3,670.57	\$ 12,288.43	\$ 12,288.43
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1037	24x12x12 Pneumatic Turf Tire for 72" Decks	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1506	72 In. Side Discharge Mower Deck	1	\$ 540.00	23.00	\$ 124.20	\$ 415.80	\$ 415.80
2093	Fully Adjustable Suspension Seat with Armrests (24" High Back)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 540.00		\$ 124.20	\$ 415.80	\$ 415.80
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 16,499.00		\$ 3,794.77	\$ 12,704.23	\$ 12,704.23

\$ 7,000.00 Budget - Parks & Rec.
 5,704.23 Capital outlay
 \$15,000 in cap outlay in Streets

Keeping Overrent minor & not tracking in.
 Confidential



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

RDO Equipment Co.
2575 State Highway 200
Ada, MN 56510
218-784-7139
act-ada@rdoequipment.com

Quote Summary

Prepared For:

CITY OF ADA
PO BOX 32
ADA, MN 56510
Business: 218-784-5521

Delivering Dealer:

RDO Equipment Co.
Kipp Anderson
2575 State Highway 200
Ada, MN 56510
Phone: 218-784-7139
ktanderson@rdoequipment.com

Quote ID: 26675376
Created On: 12 May 2022
Last Modified On: 12 May 2022
Expiration Date: 11 June 2022

Equipment Summary

	Selling Price	Qty	Extended
JOHN DEERE Z950R ZTrak	\$ 12,704.23 X	1 =	\$ 12,704.23

Contract: Sourcewell Grounds Maintenance 031121-DAC (PG NB CG 70)

Price Effective Date: May 11, 2022

Equipment Total

\$ 12,704.23

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 12,704.23
Trade In	
SubTotal	\$ 12,704.23
Est. Service Agreement Tax	\$ 0.00
Total	\$ 12,704.23
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 12,704.23

Salesperson : X _____

Accepted By : X _____

Confidential

Pricing for highway dept project

1650 ft 2 inch conduit for ditch and hwy crossing	3630.00	@2.21 pr ft
425 ft boring for 3* 2 across ditch to new transformer location	3825.00	@9pr ft
boring direct bury 825 ft of three phase primary	5775.00	@7pr ft
boring 230 ft a single 2 inch across hwy	1380.00	@6pr ft
boring 810 ft triplex on frontage rd	4850.00	@6pr ft
150ft street light wire for lights near Highway dept entrance	500.00	@3.33pr ft
Boring 3 arial services underground	1200.00	400 per service

Total estimated cost on construction

21,610.00

approve

County Portion
\$ 6,000.00 Bill to County.

\$ 15,610.00

Lines Maintenance Repair

604-49-4950-220

\$40,000
total
in
Budget

Beautification Committee Meeting:

Date: 5/11/2022

Time: 5:15 pm

Location: Dekko Community Center Meeting Room:

- Brianna
- Debb
- Mike
- Mike
- Pat
- Jask

Agenda:

1. Eagle Scout Project - Tony Roesch
 - a. Project Completed. ✱
2. Eagle Scout Project - Gannon Rockstad *May 31st*
 - a. Pavers are down but have settled a little bit so will have to do some fixing, we have 6 left to fix and then will set garbage receptacles.
 - b. Plumbing parts are all ready so once pavers are set and look good, we will place the garbage receptacles and finalize the plumbing and add a hook for the water can we will get the plumbing done before Memorial Day.
3. Cemetery Update
 - a. We contacted Lester Wilkens and he will come out this spring and let us know what the next set of rows will be with the amount of money we have set from January meeting \$4000.00 - \$5,000.00.
 - b. FM Lawns got the bid for the lawn mowing at the cemetery. Started to mow on May 11, 2022. They are bagging as they go. Not required but nice to see and we communicated about flower memorial pots going out the Friday before Memorial Day
 - c. *Parking lot lines moving forward*
4. Dekko Park
 - a. Tic tac toe- playground equipment broken - needs repairs this summer.
 - b. Volleyball Net System is here we will hire Brad Jensen to install the concrete around the sleeves that the poles slide into.
 - c. Basketball net will go up
 - d. Lori Westcott got the mowing bid for Dekko Park they mowed for the first time on May 10, 2022
5. West Side Park
 - a. Sharpie Marker on the slide at the park, will try to remove and see how it goes.
 - i. How do we stop the graffiti all of the time in this park? *April 28th*
 - ii. Game Cameras enough?
 - b. Lori Westcott got the mowing bid for this parcel.
6. Bosworth Park Taylor Myers got the mowing contract for this parcel.
 - a. Picnic Tables will be put out when it stops raining and we will open the gates When it dries out. The road is too wet right now.
 - b. Community Service volunteers will clean up the tree lines.

July 29th Garden Tour / Garden Club 85 years old

PUBLIC SAFETY COMMITTEE MEETING
Public Safety Meeting
Wednesday, May 11th, 2022 6:00 P.M.

PRESENT: STEVE HAGER
JODY BUENG
STEVE PETRY
SHAWN ROUX
Barb Kesselberg
Ashley Larson
Kim Lewis
Dean Knutson
Chris Westcott ?

ABSENT: Scott Erickson

1. Meeting called to order at 1800hrs
2. Roll Call.
3. Last Minutes approved by. N/A
4. Additions to the agenda:

FIRE DEPARTMENT:

Ada Fire Chief Steve Petry, stated that he had a application for a new fire fighter. Individual had just moved into the area and wanted to join the department. Background needed to be completed.

Steve Petry, indicated the need to start looking in to replacing a fire apparatus. Petry explained the cost differences between purchasing a new rig vs a custom used rig. Both rigs would cost around \$500,000 and should have around a 20-year life span as a front-line unit. Petry agreed to come up with a cost analysis between purchasing 'new' or 'custom used' and where the

benefits would between the two and report back. Petry stated that the costs and availability are not in the favor of the city due to supply difficulties and demand. Petry added that wait times for new purchases are around the two year mark.

POLICE DEPARTMENT:

Informed the public safety board of the part time conditional offer to Gunnar Nelson and his acceptance of the conditional offer.

City Administrator Ashley Larson updated the committee on Blight properties and the city's need to make changes to the city's ordinance on Blight in order to be able to enforce the non-compliant properties.

APD MAY 2022 Report

Month:	May	Create Date:	2022-05-01
ICR:	22000270	Title:	Assist Other Agency
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-01
ICR:	22000271	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-01
ICR:	22000272	Title:	Traffic Complaint
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-01
ICR:	22000273	Title:	Suspicious
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-01
ICR:	22000274	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-02
ICR:	22000275	Title:	Suspicious
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-02
ICR:	22000276	Title:	Traffic Complaint
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-02
ICR:	22000277	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-03
ICR:	22000278	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-04
ICR:	22000279	Title:	Animal
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-04
ICR:	22000280	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-04
ICR:	22000281	Title:	Suspicious
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-04
ICR:	22000282	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-05
ICR:	22000283	Title:	Assist Other Agency
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-05
ICR:	22000284	Title:	Fires
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-05
ICR:	22000285	Title:	Found Property
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-06
ICR:	22000286	Title:	Traffic Complaint
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-07
ICR:	22000287	Title:	Assist Other Agency
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-07
ICR:	22000288	Title:	Theft
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-07
ICR:	22000289	Title:	VOID
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-07
ICR:	22000290	Title:	Animal
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-07
ICR:	22000291	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-08
ICR:	22000292	Title:	Assist Other Agency
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-08
ICR:	22000293	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-09
ICR:	22000294	Title:	Other
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-09
ICR:	22000295	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:			

AGN: APD

Month: **May** Create Date: **2022-05-09**
ICR: **22000296** Title: **Assist Other Agency**
Year: **2022** IsSensitive: **0**
AGN: **APD**

Month: **May** Create Date: **2022-05-09**
ICR: **22000297** Title: **Public Assist**
Year: **2022** IsSensitive: **0**
AGN: **APD**

Month: **May** Create Date: **2022-05-10**
ICR: **22000298** Title: **Traffic Stop**
Year: **2022** IsSensitive: **0**
AGN: **APD**

Month: **May** Create Date: **2022-05-10**
ICR: **22000299** Title: **Welfare Check**
Year: **2022** IsSensitive: **0**
AGN: **APD**

Month: **May** Create Date: **2022-05-10**
ICR: **22000300** Title: **Other**
Year: **2022** IsSensitive: **0**
AGN: **APD**

Month: **May** Create Date: **2022-05-10**
ICR: **22000301** Title: **Accident**
Year: **2022** IsSensitive: **0**
AGN: **APD**

Month: **May** Create Date: **2022-05-11**
ICR: **22000302** Title: **Traffic Complaint**
Year: **2022** IsSensitive: **0**
AGN: **APD**

Month: **May** Create Date: **2022-05-11**
ICR: **22000303** Title: **Driving Under Influence**
Year: **2022** IsSensitive: **0**
AGN: **APD**

Month: **May** Create Date: **2022-05-11**
ICR: **22000304** Title: **Transport**

Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-12
ICR:	22000305	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-12
ICR:	22000306	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-12
ICR:	22000307	Title:	Other
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-13
ICR:	22000308	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-13
ICR:	22000309	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-13
ICR:	22000310	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-15
ICR:	22000311	Title:	Assist Other Agency
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-15
ICR:	22000312	Title:	Traffic Complaint
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-15
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ICR:	22000313	Title:	Animal
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-16
ICR:	22000314	Title:	Traffic Complaint
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-16
ICR:	22000315	Title:	Accident
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-16
ICR:	22000316	Title:	Animal
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-16
ICR:	22000317	Title:	Other
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-17
ICR:	22000318	Title:	Traffic Complaint
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-17
ICR:	22000319	Title:	Other
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-17
ICR:	22000320	Title:	Disorderly Conduct
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-17
ICR:	22000321	Title:	Accident
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-17
ICR:	22000322	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-17
ICR:	22000323	Title:	Traffic Complaint
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-18
ICR:	22000324	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-18
ICR:	22000325	Title:	Animal
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-18
ICR:	22000326	Title:	Illegal Dumping
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-18
ICR:	22000327	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-18
ICR:	22000328	Title:	Alarm
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-19
ICR:	22000329	Title:	Welfare Check
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-20
ICR:	22000330	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-20
ICR:	22000331	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-20
ICR:	22000332	Title:	Juvenile
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-21
ICR:	22000333	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-21
ICR:	22000334	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-21
ICR:	22000335	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-21
ICR:	22000336	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-21
ICR:	22000337	Title:	Assist Other Agency
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-22
ICR:	22000338	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-22
ICR:	22000339	Title:	Traffic Complaint
Year:	2022	IsSensitive:	0
AGN:			

AGN: **APD**

Month:	May	Create Date:	2022-05-23
ICR:	22000340	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-23
ICR:	22000341	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-23
ICR:	22000342	Title:	Welfare Check
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-23
ICR:	22000343	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-23
ICR:	22000344	Title:	Other
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-23
ICR:	22000345	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-24
ICR:	22000346	Title:	Other
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-24
ICR:	22000347	Title:	Assist Other Agency
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-25
ICR:	22000348	Title:	Public Assist

Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-25
ICR:	22000349	Title:	Public Assist
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-25
ICR:	22000350	Title:	Other
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-25
ICR:	22000351	Title:	Other
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-25
ICR:	22000352	Title:	Other
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-25
ICR:	22000353	Title:	Other
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-25
ICR:	22000354	Title:	Other
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-25
ICR:	22000355	Title:	Assist Other Agency
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-26
ICR:	22000356	Title:	Traffic Complaint
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-26
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ICR:	22000357	Title:	Illegal Dumping
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-27
ICR:	22000358	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-27
ICR:	22000359	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-27
ICR:	22000360	Title:	Theft
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-27
ICR:	22000361	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-27
ICR:	22000362	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-27
ICR:	22000363	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-28
ICR:	22000364	Title:	Assist Other Agency
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-28
ICR:	22000365	Title:	Assist Other Agency
Year:	2022	IsSensitive:	0
AGN:	APD		



Month:	May	Create Date:	2022-05-28
ICR:	22000366	Title:	Traffic Stop
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-29
ICR:	22000367	Title:	Assist Other Agency
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-29
ICR:	22000368	Title:	Assist Other Agency
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-29
ICR:	22000369	Title:	Alarm
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-29
ICR:	22000370	Title:	Criminal Damage to Property
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-31
ICR:	22000371	Title:	Welfare Check
Year:	2022	IsSensitive:	0
AGN:	APD		

Month:	May	Create Date:	2022-05-31
ICR:	22000372	Title:	Welfare Check
Year:	2022	IsSensitive:	0
AGN:	APD		

City of Ada - EDA Minutes – May 26, 2022

Roll call: Members Present: Danielle, Jim, Kim and Crystal

Other attendees: Ashley

Approval of Previous Meeting Minutes: Motion to approve: Danielle, 2nd Crystal

Appointment of VP / Co-Chair: Appointed Danielle; Motion to approve: Crystal, 2nd Jim

Treasurer's Report: See attached. Funds available for demo.

Old Business:

- **AAPC Update:** Meeting was held to discuss ideas for future events

- **City Update:**
 - New PT Officer started yesterday. Compliance checks on 4 area businesses were conducted. 3 of 4 did not pass.
 - City audit completed
 - Public Works and Brianna have been busy with city parks and cemetery clean up.

- **NCEDA Update:**

New Business:

- **Communication App:** Discussions will be held regarding this potential. Buy-in from local businesses and organizations will be needed to make it successful and beneficial for the community.

- **Demo App:** Bryan Fetting provided quote for demo of building in Ada. \$9500
Motion to approve: Jim, 2nd Crystal

- **KRJB "Did you Know" Topics:** Topics needed – let Ashley know if anyone has ideas.

- **USDA Grant Update:** Ashley received notice we were approved for the USDA grant funds she applied for. There are additional funds available/offered to the City. Ashley working with Chad Newman on details and paperwork.
Motion to approve: Jim, 2nd Danielle

NEXT MEETING DATE: June 30, 2022, at 7:00 a.m. – Event Center Meeting Room

ADJOURNMENT: Motion to adjourn made by Jim, 2nd by Crystal