City of Ada Meeting of the City Council Tuesday, March 12, 2024 6:00 P.M. – Council Chambers

Agenda

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call
- IV. Citizen Forum Individuals may address the council about any item of concern. A maximum of 15 minutes is allotted for the forum. If the full 15 minutes are not needed for the forum, the City Council will continue with the agenda. The City Council will take no official action on items discussed at the forum, with the exception of referral to staff or commission for future report.
- V. Consent Agenda These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.
 - A. February2024 Council Meeting minutes,,
 - B. February 2024 Special Meeting minute
 - C. City Pre-paid checks in the amount of \$147,940.43
 - **D.** City Accounts payables in the amount of \$26,563.38
- 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. Lisa Stordahl Emergency Response Services
- **B.** Moore Engineering Update
 - a. RAGE 2
 - b. Wastewater PPL Application
- C. Al's Disposal Clean Up Week

VIII. Reports of Department Heads and Committees

- A. Mayors Report
- B. Administrator / Clerk / Treasurer Report.
 - 1) Department Updates
 - a. Dekko Community Center Rehab Project Updates

IX. Old Business

XII. New Business

- A. Kaleidoscope Guests, March Shawn/Casey, April Mike/Scott N.
- **B.** Norman County Raceway Sponsorship
- C. Cody Holte Memorial Scholarship Softball Tournament Donation request.
- **D.** Prestegord Family Benefit Donation Request
- E. Northern States Power Company Capacity Confirmation Agreement
- **F.** Committee Updates
 - A. Public Works
 - **B.** Public Safety
 - C. EDA
 - 1) Resolution 2024-03-01 EDA Revolving Loan Application
 - 2) Resolution 2024-03-02 EDA Revolving Loan Application
 - **D.** Beautification

XIII. Adjournment

City of Ada Minutes of the City Council Tuesday, February 6, 2024 6:00 P.M. – Council Chambers

Agenda

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call Council members present: Ness, Nordquist, Krieger, and Lewis. Absent: Nelson, Erickson, and Roux.
- IV. Citizen Forum Individuals may address the council about any item of concern. A maximum of 15 minutes is allotted for the forum. If the full 15 minutes are not needed for the forum, the City Council will continue with the agenda. The City Council will take no official action on items discussed at the forum, with the exception of referral to staff or commission for future report.
- V. Consent Agenda These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.
 - A. January 2024 Council Meeting minutes,,
 - B. City Pre-paid checks in the amount of \$269,823.87
 - C. City Accounts payables in the amount of \$27,666.29
 - **D.** 2023 December End Accounts Payable \$393,047.34

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

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

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

VII. Presentations with possible discussion and decision.

A. Moore Engineering Update

Brandon Reber addressed the council and informed them about the few final items that need to be done on the 2023 sewer project before we pay the contractors their final payment. He also informed council the City of Ada was selected from the state to begin the mandatory lead service

project. Brandon will meet with Ashley, Brian, and John to look at future projects in Ada and to set a priority list.

VIII. Reports of Department Heads and Committees

A. Mayors Report

- B. Administrator / Clerk / Treasurer Report.
 - 1) Department Updates
 - a. Dekko Center Rehab

Dekko Center Director Brianna Eggen informed the council on the current bids she has received for the rehab projects at the Dekko Center. She is still waiting on bids for the caulking, tiles, hot tub, brickwork, and insulation. Mayor Hintz suggested the council looks into bonding or financing options to help pay for the work that is needed to be done to the facility. Ashley will contact the City's financial advisor and work on some options to present to council at a special session on February 21, 2024.

b. Liquor Store promotions in February

Administrator Larson invited the council members to attend a tasting event at the store and also informed the council on the promotions for the month of February.

c. Main Street Bar Ceiling Repairs

Administrator Larson informed the council she had hired a contractor to fix the ceiling tiles at Main Street Bar. While the contractor was taking down the ceiling tiles, he notices the support beams holding the ceiling up were split. He contacted Ashley, Ashley contacted the building inspector. The building inspector cited that the Ada Event Center had structural issues that were deemed unsafe to allow individuals in the building. Because this happened at 4:00pm this afternoon. Ashley does not have any other answers or plans at this time. The council will follow advice from our attorneys as to whether or not we need to close the facility. More discussion will be had at the special session on February 21st.

IX. Old Business

XII. New Business

- A. Kaleidoscope Guests, February Scott N/Scott E. March Shawn/Eric
- **B.** Committee Updates
 - A. Public Works
 - 1) Fuel Tank

Member Krieger made a motion and member Ness seconded to purchase a fuel tank for Public Works and the Police Department to utilize. All in favor – Ness, Nordquist, Krieger, and Lewis. Opposed None. Motion Passed.

B. Public Safety

1) Police Vehicle – Durango Bid

• May build date, goal to have in September

Member Nordquist made a motion and member Krieger seconded the motion to purchase the Durango for the Police Department instead of the Tahoe originally approved due to the time frame of when the vehicle will be built and delivered. All in favor – Ness, Nordquist, Krieger, and Lewis. Opposed: None. Motion Passed

- 2) Dog Ordinance Update
- 3) Fire Department Training hotel stays

Discussion was had on whether or not the City policy should be changed for hotel stays. Currently, policy states employees cannot stay in a hotel for trainings if the training is within 75 miles of Ada. Fire Chief Steve Petry would like to see this policy changed for the fire department. At this time, no decisions were made.

C. EDA

Update on the EDA meeting and discussion regarding future development.

D. Beautification No meeting was held.

XIII. Adjournment

Member Lewis made the motion and member Ness seconded to adjorn the meeting at 7:44pm. All in favor, Ness, Nordquist, Lewis, and Krieger. Opposed None. Motion Passed.

City of Ada City Council Special Session Minutes Wednesday, February 21st 2024 at 6:00 p.m. City Hall

- I. Call to Order
- II. Pledge of Allegiance
- III. Roll Call Members present: Mike Nelson, Scott Erickson, Eric Ness, Scott Nordquist, Shawn Roux, Casey Krieger, Kim Lewis. Other present Administrator Larson, Mayor John Hintz, Parks and Rec. Director Brianna Eggen, and members from the media.
- IV. Dekko Community Center Repairs and Maintenance Financing optionsa. General Obligation Tax Abatement

Administrator Larson presented the council with the General Obligation Tax Abatement plan that was suggested from David Drones and Associates as the best way to pay for the rehab needed at the Dekko Center. At this time, Brianna is still working on receiving bids from contractors for projects that need to be done. Until we have a better estimate on total cost of project, we cannot begin the bonding process. When the remaining bids are received, a total budget plan will be sent to David Drones.

Parks and Recreation Director Brianna Eggen presented to council a new estimate for the purchase and replacement of 2 furnaces in the facility. Total cost was \$9838. She would like to move forward ASAP with the purchase and installation.

Motion made by member Krieger and seconded by member Lewis to accept the bid of \$9838 from Tim Sargent. All in favor – Nelson, Erickson, Ness, Nordquist, Roux, Krieger, and Lewis. Opposed: None. Motion passed.

V. Update on the Ada Event Center

Administrator Larson filled the council in on the ceiling at the Ada Event Center. At this time, we are waiting on a report for our insurance adjuster and structural engineers to determine the exact cause of the problem and if insurance will cover the cost of repairs. This could take up to 6 weeks to receive back.

VI. Resolution 2024-02-01 Establishing Polling Places

Motion made by member Ness and seconded by member Roux to approve Resolution 2024-02-01 Establishing Polling Places. By roll call vote, All in favor: Nelson, Erickson, Ness, Nordquist, Roux, Krieger, and Lewis. Opposed None. Motion Passed.

VII. Addendum to Commercial Lease Agreement with Main Street Bar

Motion made by member Lewis and seconded by member Kreiger to approve the addendum to the commercial lease agreement with Main Street Bar. All in favor: Nelson, Erickson, Nes, Nordquist, Roux, Krieger, and Lewis. Opposed: None. Moton Passed

VIII. Set March regular council meeting. March 5th is a primary election day.

The next regular council meeting date was set for March 12th at 6:00pm.

IX. Adjourn

Motion by member Ness and seconded by member Krieger to adjourn the meeting at 6:25pm. All in Favor: Nelson, Erickson, Nordquist, Ness, Roux, Krieger, and Lewis. Opposed. None. Motion Passed.

ACCOUNT PAYABLE - FEBRUARY 2024 REGULAR COUNCIL MEETING Tuesday, March 12, 2024

*Added or Revised Amounts

	EVENT CENTER BAR STABILIZERS	\$ 461.56
ALA-FELION COUNTRY STORE	5	\$ 67.67
	I W-FARTS, MESEL EXHAUST FLUID, DEKKO PARTS	\$ 275.28
		\$ 652.11
	LUR-PUP	\$ 92.50
COLE FAPERS		\$ 262.96
	FEBRUARY ONLINE BILL PAY FEES	\$ 464.10
D-S BEVERAGE	BEER	\$ 840.20
HAGER, STEVE	POLICE- RECORDERS	\$ 214 70
HAWKINS	PW- CHEMICALS	\$ 1,820.06
HAWKINS	DEKKO CHEMICALS	\$ 155.00
HEKZOG ROOFING		\$ 385.00
		\$ 833.33
KELLY'S CHRYSLER CENTER	POLICE-2018 DODGE- OIL CHNG, REPLACE BRAKE ROTOR, FIX FRONT LTS ON PUSH BAR	\$ 519.45
	CLERK- ANNUAL, FFA WEEK, SPOT SALES	\$ 607.36
	DEKKO- ANNUAL CONTRACT,	\$ 270.00
KRJB RADIO	LIQUOR- ANNUAL, WINTER EXTRAVAGANZA	\$ 335.00
LEE BROS SALES	POLICE-REPLACE CABIN FILTER, HVAC CODES	\$ 110.84
MCCOLLUM HARDWARE, INC	DEKKO- CLEANERS, HOSE SAVER	\$ 119.86
MCCOLLUM HARDWARE, INC	PW-PARTS, JIGSAW&ABRASIVE BLADES, CLEANERS, BATTERIES, CUTOFF WHEEL, METAL GRND WHEEL	\$ 254.92
MCCOLLUM HARDWARE, INC	EVENT CENTER- ROOF TARP	\$ 29.98
MCKINNON COMPANY	BEER	\$ 2.557 45
NORMAN COUNTY ATTORNEY	FEBRUARY LEGAL FEES	
NORMAN COUNTY INDEX	CLERK- PNP ELECTION	\$ 38.00
OFFICE SUPPLIES	CH-CLEANER	\$ 33.57
OFFICE SUPPLIES	LIQUOR-ENVS	\$ 6.43
OFFICE SUPPLIES	DEKKO-SUPLS	\$ 17.84
OFFICE SUPPLIES	POLICE-GOLD FOIL SEALS	\$ 7.09
OFFICE SUPPLIES	PW- TEST POSTAGE,	\$ 18.78
PETRO SERVE	POLICE FUEL	\$ 523.40
PETRO SERVE	PW FUEL	\$ 103.40
PETRO SERVE		\$ 183.13
RITEWAY BUSINESS FORMS	CH- LASER DISCONNECT NOTICES	\$ 199.68

RMB ENV LAB	WATER/SEWER TESTS	e e
SANDERS METAL PRODUCTS	CAT LITTER METAL DUMPSTER	7
SUPERMARKET	LIQUOR- ICE POP ILICE	CC.000 ¢
TRANE IIS		\$ 132.03
		\$ 1 107 56
WATER & LIGHT FUND	FEBRUARY UTILITIES	
WES'S TRUCK REPAIR	PW REDAIR	0 700 0 0
		\$ 1,447.50
WEX BANK		C 341 00
ZIEGLER INC	PW PARTS	
TOTAL O		\$ 300.11
ICIALS		0 00 UU

PRE-PAID CHECKS for FEBRUARY 2024

87759	AASLAND, GERRIE JO	2/13/24	\$24.69	LQR-WINE TASTING CUPS
87760	ARAMARK	2/13/24	\$120.44	
87761	ARVIG	2/13/24	\$1,669.66	PW- MATS,MOPS
87762	BEVERAGE WHOLESALERS, INC	2/13/24		CH-JAN PHONE,INTERNET
87763	BLUE CLOUD OF BURNSVILLE	2/13/24	\$1,283.05	BEER
87764	BREAKTHRU BEVERAGE	2/13/24	\$680.45	BEER
87765	CINTAS		\$632.85	
87766	CITY OF ADA	2/13/24	\$54.52	
87767	DEPT. OF ENERGY W A P A		\$250.30	
87768	D-S BEVERAGES	2/13/24	\$40,208.37	JAN ENERGY
87769	DVS RENEWAL	2/13/24	\$3,137.35	BEER
87770	GARDEN VALLEY TECHNOLOGIES	2/13/24	\$425.25	
87771	ARNOLD GUNDERSON	2/13/24	\$33.99	CH FEB IT
87772	CHASE & CHELSEA HOSMAN	2/13/24	\$99.41	REFUND CREDIT- OVERCHRG
87773	KELLY'S CHRYSLER CENTER, INC.	2/13/24	\$130.13	
87774	LEAGUE OF MINNESOTA CITIES	2/13/24	\$1,511.25	POLICE- 2018 DODGE BRAKES
87775	MCKINNON CO., INC.	2/13/24	\$360.00	
87776		2/13/24	\$3,102.62	BEER
87777	MN PUBLIC FACILITIES AUTHORITY	2/13/24	\$17,377.57	BOND MPFA-05-0041-R-FY06
87778		2/13/24	\$150.00	CLEANING EC
87779	NORTHERN STATES POWER CO.	2/13/24	\$769.00	JAN DIST FACILITIES CHRG
87780	OFFICE OF THE SECRETARY OF ST	2/13/24	\$120.00	RENEW NOTARY- STEPH
	PETRO SERVE USA	2/13/24	\$67.03	POLICE FUEL
87781	RED RIVER VALLEY CO-OP POWER	2/13/24	\$8,340.23	COMPOST SITE UTILITIES
87782	SELLIN BROTHERS, INC.	2/13/24	\$305.00	SANITARY SEWER SYSTEM
87783	SOUTHERN GLAZERS OF MN	2/13/24	\$712.96	LIQUOR
87784	VERIZON WIRELESS	2/13/24	\$101.33	PW &POLICE CELL PHONE
87785	XCEL/NORTHERN STATES POWER	2/13/24	\$38,355.19	JAN ENERGY
87786		2/20/24	\$1,920.72	Feb 2024
87787	AASLAND, GERRIE JO	2/22/24	\$21.46	LIQUOR- GIFT BAGS
87788	AL'S DISPOSAL, INC.	2/22/24	\$784.56	JAN FUEL SURCHRG
87789	ARAMARK	2/22/24	\$300.91	POLICE MATS
87790	ARTISAN BEER COMPANY	2/22/24	\$79.90	BEER
87791	BREAKTHRU BEVERAGE	2/22/24	\$1,357.66	LIQUOR
87792	CARDMEMBER SERVICES	2/22/24	\$2,274.67	DEKKO SPRAY NOZZELS
87793	DEVOS, NEAL	2/22/24	\$28.03	PW RATCHET STRAPS
87794	D-S BEVERAGES	2/22/24	\$4,694.85	LIQUOR
87795	GALLS, LLC	2/22/24	\$151.99	POLICE SIREN
87796	GRACIE GUNUFSON	2/22/24	\$263.07	DEKKO MEMBERSHIP REFUND
87797	HERZOG ROOFING	2/22/24	\$200.00	DEKKO-CHECK CONDENSATION
87798	JOHNSON BROS WHLSE LIQUOR C	2/22/24	\$491.53	LIQUOR
87799	MCKINNON CO., INC.	2/22/24	\$4,154.95	LIQUOR
87800	MIDWEST PEST CONTROL, INC	2/22/24	\$96.64	LIQUOR PESTCNOOTOL
87801	MN ENERGY RESOURCES CORP.	2/22/24	\$3,735.88	POLICE-JAN UTILITIES
87802	MN POLLUTION CONTROL AGENCY	2/22/24	\$345.00	WATER ANNUAL PERMIT FEE

87803	PHILLIPS WINE & SPIRITS CO.	2/22/24	\$1,669.25	LIQUOR
87804	RITEWAY BUSINESS FORMS	2/22/24	\$874.29	BILL FORMS
87805	RMB ENVIRONMENTAL LABS, INC	2/22/24	\$57.48	WATER TESTING
87806	WINE MERCHANTS	2/22/24	\$114.29	LIQUOR
87810	BEVERAGE WHOLESALERS, INC	2/28/24	\$457.00	LIQUOR
87811	D-S BEVERAGES	2/28/24	\$2,118.60	BEER
87812	EGGEN, BRIANNA	2/28/24	\$150.00	DEKKO-CELL for JAN, FEB, MAR
87813	FLINK, GRETCHEN	2/28/24	\$75.00	EC RENTAL REFUND
87814	INCIDENTAL FUND-CITY OF ADA	2/28/24	\$194.00	COMPLIANCE CASH, RECORDINGS
87815	MN DEPT. OF NATURAL RESOURCE	2/28/24	\$441.25	WATER PERMIT 1984-1086
87816	RASMUSSON, BRIAN	2/28/24	\$138.58	PW TOOLS-HARBOR FRT FOR DEKKO
87817	SOUTHERN WINE & SPIRITS OF MN	2/28/24	\$388.20	LIQUOR
37818	STATE OF MN DEPT OF PUBLIC SA	2/28/24	\$25.00	ANNUAL HAZAODOUS CHEMICAL INV FEE
87819	U. S. POSTMASTER	2/28/24	\$313.03	FEB UB PSTG
			£447.040.40	

\$147,940.43

Jan-24 Interim Combined Statement of Cash and Investments

Fund	Cash Balance	Investment Balance	January Coch Nobie	January	January	January	Balance
General Fund	(288,550,55)	393,923,54	193,603,70	175,370.60	5,430,80	Invest Credits	1/31/2024 129,036.89
Special Revenue Funds:	0.00						0.00
TIF District 2-1 Redevelopment	(2,163.51)						0.00
TIF District 2-2 Housing	337,229.17						(TC:EQT/7)
TIF District 2-3 Housing	62,451.07			1.463.00			11.522,166
Demolition/Blight Fund	4,844.66	12,145.45					16 000 11
(207) 2015 Revolving Loan Account	108,005.29		8,388.77				116 204 06
(208) Ada Economic Development Revolving Loan	20,529.88	3,832.97					DO TECIDIT
Library	(29,199.32)	40,566.63		1,260.80			10 106 51
Community Center Maintenance Fund	(669,114.74)	722,532.13					53 417 30
Recreation Development Fund	42,315,76	40,000.00					87 315 76
Long Term Designated Capital	(619,401.19)	501,218.71					1118 187 491
Public Works	(52,774.97)	4,690.92					(48.084.05)
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						000
Ada Event Center	(211,134.02)		1,445.00	2,043,94			(211 722 96)
Community Development Fund	120,627.03						120 627 03
Downtown Development District	30,372.43						20.272 02
Debt Service Funds:	0.00						000
2008 Lease Purchase Fire Hall	103,196.40						103 196 40
2003 G. O. Improvement Bonds (Street Project)	12,903.52	3,539.73					16.443 75
1999 G. O. Water / Sewer Rev Bonds	(35,509.00)						
2000 G. O. Improvement Bonds	0.00						(00.001/nr)
2020 G. O. Water Tower Improvement	63,550.15						63 550 15
2020 G. O. Lift Station Improvements	40,443.91						10 200 00
(513) 2023 Sewer Project	(2,000.00)						(00 000 C)
Enterprise Funds:							(2000)-1
Water and Sewer Fund	(366,732.40)	82,914.83	54,422.43	182,033.10			(411.428.24)
Electric Utility	2,937,910.17	10,179.15	176,123.33	23,151.63			3.101.061.02
Long Term Designated Capital II	226,538.66	635,737,31		15,923.50			846.352.47
Liquor	163,604,00	1,237.75	46,580.30	47,522.90			163,899,15
Total - All Funds	1,835,773.52	2,452,519.12	480,563.53	448,769.47	5,430.80	0.00	4.325.517.50
Frandsen-General Checking\Invest							615 225 13
Frandsen Bank - Incidental							1.306.49
Frandsen Bank - ICS account							1,422,985.88
Frandsen Bank - Money Market - LT Desig							
Frandsen Bank - Fire Insurance Proceeds							
Frandsen Bank - CD's							300,000.00

Total Balances 1-31-2024

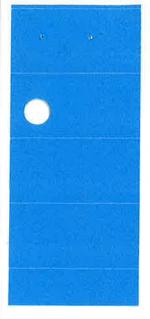
G607-10400 G225-10400 G101-10400 G400-10400

Bank of the West-BMO-CD American Federal Bank CD (LT Desig Cap II) BancWest Investment Services (LT Desig Cap II) BancWest Investment Services (Maintenance Funds) BancWest Investment Services (General) BancWest Investment Services (LT Des Cap) G 4,325,517.50

300,000.00 1,736,000.00 250,000.00

a. e. e. a

MARCH 5, 2024







DEKKO COMMUNITY CENTER Project Overview







Proposal Table of Contents:

I: Cover Page II: Table of Contents III: Cover Letter IV: Project Overview V: Photos VI: Repair Details VI: Rualifications/References VII: Project Team VIII: Project Costs





7701 East River Road Fridley, MN 55432 763-502-1400 Fax 763-502-1400 WWW americanmasonry net

March 5, 2024

Ms. Brianna Eggen Dekko Community Center 107 4th Avenue E Ada, MN 56510

Dear Brianna,

Thank you for contacting us regarding the exterior masonry repairs at Dekko Community Center, in Ada. Attached is our proposal to perform the exterior masonry and sealant repairs per our observations onsite on February 22, 2024.

During our site visit, we observed the wall area on the east elevation roof. The length of the wall section showed deterioration of the brick and CMU, as well as the mortar and sealants. Large amounts of efflorescence and bulging of wall sections were also observed. The moisture from the pool on the interior is causing excess moisture to penetrate the wall from the interior and causing the walls to deteriorate. The remaining areas of the building are in fair condition; we observed the lack of a functional through wall flashing system at the openings which allows the moisture that penetrates the exterior masonry to exit the wall system. The existing sealants at the perimeters of all openings and at the control/expansion joints are in complete deterioration. Minor areas of deteriorated mortar joints, damaged brick and CMU were also observed.

This proposal includes two options of repairs, the base bid repairs and add alternate repairs. The Base Bid repairs include the wall re-build on the east elevation roof. Roof protections consisting of 2" polystyrene foam and 3/4" plywood would be set, scaffold installed, the existing roof coping removed, all CMU and brick removed down to the existing roof-to-wall coping as well as the existing sheathing. New sheathing and moisture barrier would be installed to the existing steel studs, new brick ties installed every 16" O.C. vertically and horizontally, new through wall flashing installed at the roof-to-wall termination, new brick and CMU to match as close as possible in size, color and texture installed, new backer rod and sealant at control joints installed, the existing roof membrane would be extended to overlap the masonry and new roof coping installed to come down 8" over the face of the CMU.

The add alternate repairs consist of new through wall flashing installation at all openings and roofto-wall terminations, replacement of all sealants at the perimeters of all openings and control/ expansion joints and allowances to re-point deteriorated mortar joints and to replace damaged brick and CMU faces. To complete the through wall flashing repairs, we would remove three courses of brick, remove all rust from the existing lintel, install a rust inhibitive epoxy coating, install new metal drip edge, new self-adhering rubber membrane flashing, termination bar sealed at all penetrations, weeps every 16" O.C., end dams at all control joints, install new brick to match as close as possible in size, color and texture, and wash all repaired areas after the mortar has cured properly.

We would be happy to meet with you to discuss our proposal. Please feel free to contact us anytime with any questions or concerns. Thank you for the opportunity and we hope to work in on this project with you.

Exterior Building Maintenance & Repair

Tu Jinting Caulking Brick/Stone Repair Exterior Painting Chemical Cleaning

Sincerely,

AMERICAN MASONRY RESTORATION

Rvan R. Slv





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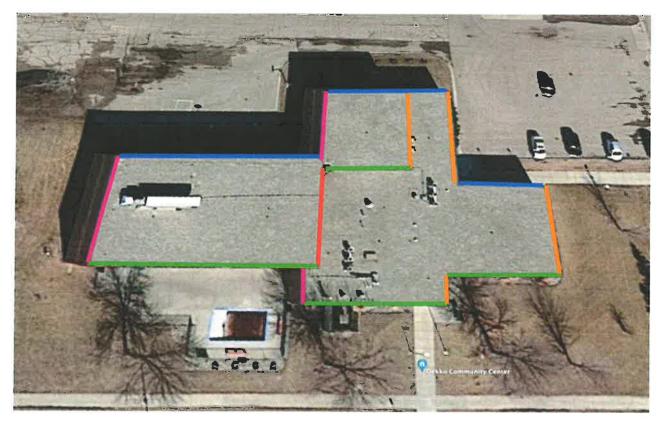




E KKO COMMUNITY CENTER - WALL REPAIR OVERVIEW

The project scope includes Base Bid and Add Altenrate repairs. The base bid scope includes the wall re-build of the east elevation wall at the roof. The existing roof coping, CMU, brick, moisture barrier and sheathing would be removed down to the existing roof flashing and steel studs. New sheathing, moisture barrier and insulation would be installed, new brick ties every 16" O.C. vertically and horizontally, new through wall flashing at the roof to wall termination would be installed, new brick and CMU to match as close as possible in size, color and texture. Once the mortar has cured properly, all repaired areas will be washed, new backer rod and sealant installed at the vertical control joints and new roof membrane would be lapped over the CMU and new roof coping to extend 10" down the face of the CMU would be installed.

The add alternate repairs include all elevations of the building and are broken out to complete per elevation. The add alternate repairs include installation of new through wall flashing at all openings. In addition to the through wall flashing, all sealants at the existing perimeters, and control joints would be removed and new backer rod and sealant installed. Allowances for spot re-pointing and replacement of damaged brick and CMU faces are also included.



Building Repair Key:



Base Bid Repairs

North Elevation Add Alternate Repairs

South Elevation Add Alternate Repairs

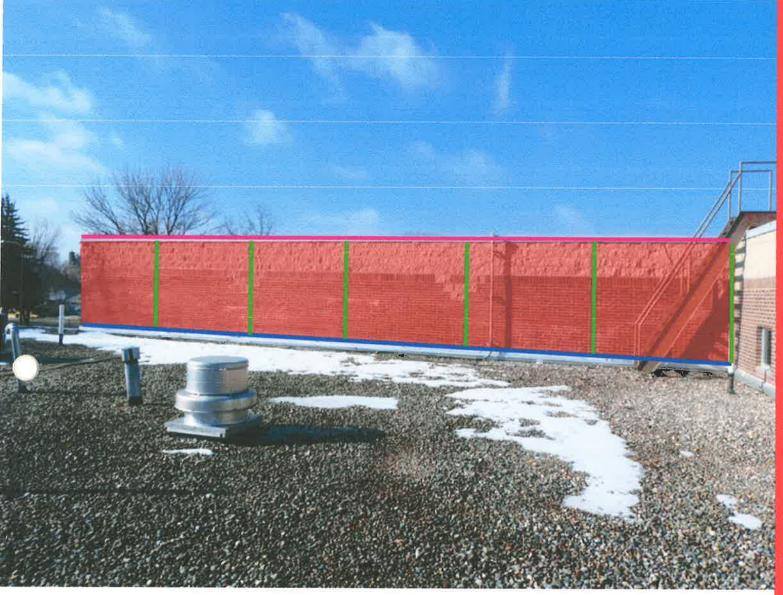
East Elevation Add Alternate Repairs

West Elevation Add Alternate Repairs





BASE BID SCOPE OF REPAIRS



Repair Item Key, Base Bid:

- Remove Sheet Metal Cap & Install New After Wall Re-build
- Remove Existing Brick, CMU, Interior Sheathing & Install New Sheathing, Moisture Barrier & New Brick & CMU To Match
- Install New Through Wall Flashing At Roof-To-Wall Termination
- Install New Backer Rod & Sealant At Vertical Control/Expansion Joints





ALTERNATE SCOPE OF REPAIRS



Repair Item Key, Add Alternate Repairs (Typical, All Add Alternate Areas):

Install New Through Wall Flashing At All Openings

Remove Existing Brick, CMU, Interior Sheathing & Install New Sheathing, Moisture Barrier & New Brick & CMU To Match

Install New Backer Rod & Sealant At All Control/Expansion Joints

Allowances For Spot Re-pointing, Brick & CMU Face Replacement





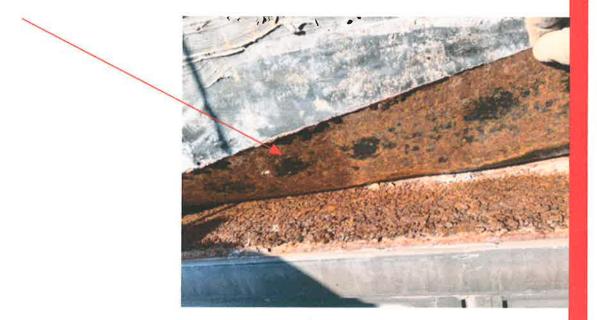






From the exterior observations, we observed the lack of a functional through wall flashing system at the lintels of all openings. No metal drip edge, or exposed membrane flashing, were present from the exterior. These are critical observations visible to the exterior of the presence of a fully functional through wall flashing system.

While no test observations were made, we can assume the original moisture barrier that was installed during the period of construction these buildings were built commonly referred to as "nervous trowel" exists. This is a brittle, deficient system compared to what is used today. Intel and interior finishes. The moisture that is trapped in the wall openings is likely causing the existing lintels to rust behind the brick and allow moisture to cause deterioration to the existing brick and mortar as well as interior finishes. Until a fully functional through wall flashing system is installed, moisture intrusion will continue to deteriorate these areas. See photo from a previous project with similar conditions.











The attached photo is a fully functional through wall flashing system completed on a similar project and represents the scope of repairs included in our proposal.

Three Courses Of Brick Removed To Facilitate Through Wall Flashing Installation

Shoring Installed To Support Wall Above

Stainless Termination Bar Sealed At All Penetrations & Seams

Weeps Every 24" O.C.

New Self-Adhering Rubber Membrane Flashing

New 24 Gauge Sheet Metal Drip Edge

Not Shown: Cleaned & Primed Lintel





The sealants at all perimeters and control joints are all in poor condition. It appears the sealant is original and past it's useful life. We are proposing to remove all existing sealants and install new closed cell backer rod and silicone sealant at all perimeters and control joints.



Perimeter Sealants

Control Joint Sealants







REPAIR DETAILS



2007 INGUL -

2 EX GYP

SEE GPEC -

STL SEAM-

OUTSIDE & NSIDE DEEP LEG

TRACK SEE SPEL

BATT INSUL

PANELS AND

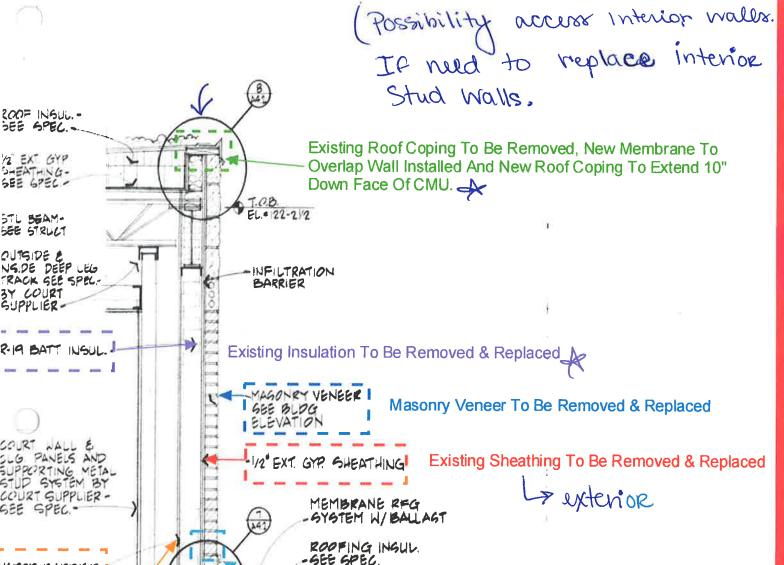
PORTING

STUD SYS

SEE SPEC.

COURT SUPPLIER -

60 RT



lapor barrier1 s Existing Vapor Barrier To Be Removed & New Through Wall Flashing At Replaced Roof-To-Wall To Be Installed -Met. Deck gee SEE STRUCT GTRUCT. GTL JOIGT GEE GTRUCT





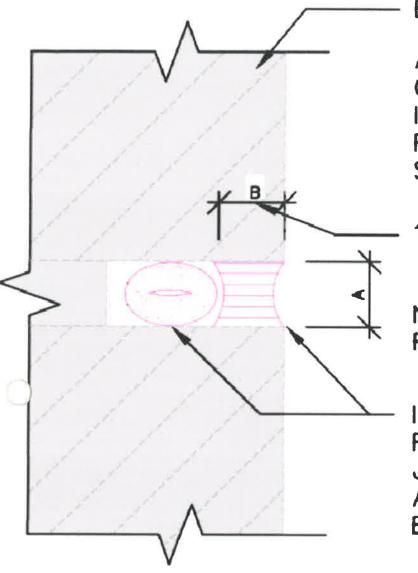
ERMINATE TOP EDGE OF THE MEMBRANE WITH 1/8" THICK TAINLESS STEEL TERMINATION BAR FASTENED AT 6" O.C., PROVIDE (ATER CUT OFF MASTIC BETWEEN THE MEMBRANE AND THE UBSTRATE AND BETWEEN THE MEMBRANE AND TERMINATION BAR. RIM MEMBRANE FLUSH ALONG TOP OF THE TERMINATION BAR.	
EMOVE THREE BRICK COURSES ABOVE LINTEL TO INSTALL HROUGH-WALL FLASHING AND REPLACE WITH BRICK AND MORTAR ATCHING THE EXISTING IN COLOR, SIZE, TEXTURE, AND ONFIGURATION.	
ELF-ADHERING MEMBRANE OVER SEALED TERMINATION BAR; SEAL OP EDGE WITH MASTIC	1111
ROVIDE BRICK TIES AT 16" O.C. COVERED IN MASTIC	
ANGED ROPE WICKS AT 16" O.C. ARRANGED IN SERIES	
ELF ADHERING MEMBRANE THROUGH-WALL FLASHING WITH 4" HIGH ND DAMS EXTENDING 6" BEYOND WINDOW OPENING	
ETAL DRIP EDGE KYNAR COATED ON BOTH SIDES, WITH UP URNED LEG ALONG THE BACK. SET IN SEALANT	
EALANT JOINT, SEE DETAIL 3/6	
XISTING WINDOW	
	V

THROUGH-WALL FLASHING AT WINDOW LINTEL









EXISTING MASONRY

AT OUTSIDE CORNER, CUT OUT EXISTING MORTAR AND INSTALL NEW CLOSED CELL FOAM BACKER ROD AND SEALANT.

1/4" MINIMUM

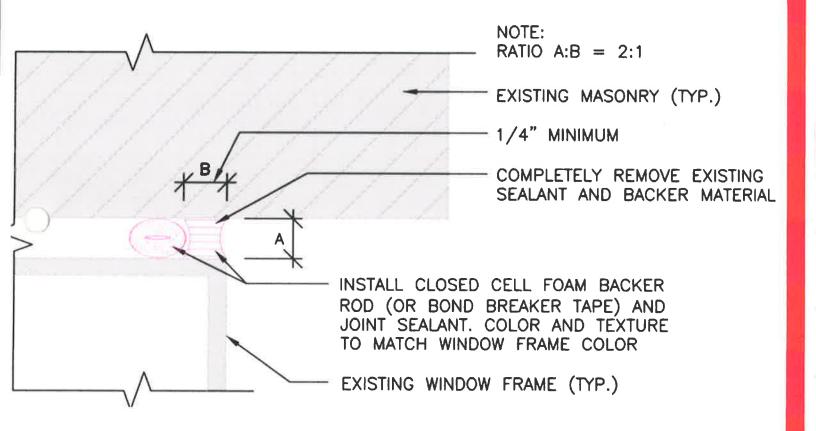
NOTE: RATIO A:B = 2:1

INSTALL CLOSED CELL FOAM BACKER ROD AND JOINT SEALANT. COLOR AND TEXTURE TO MATCH BRICK

New Control Joint Sealant Detail

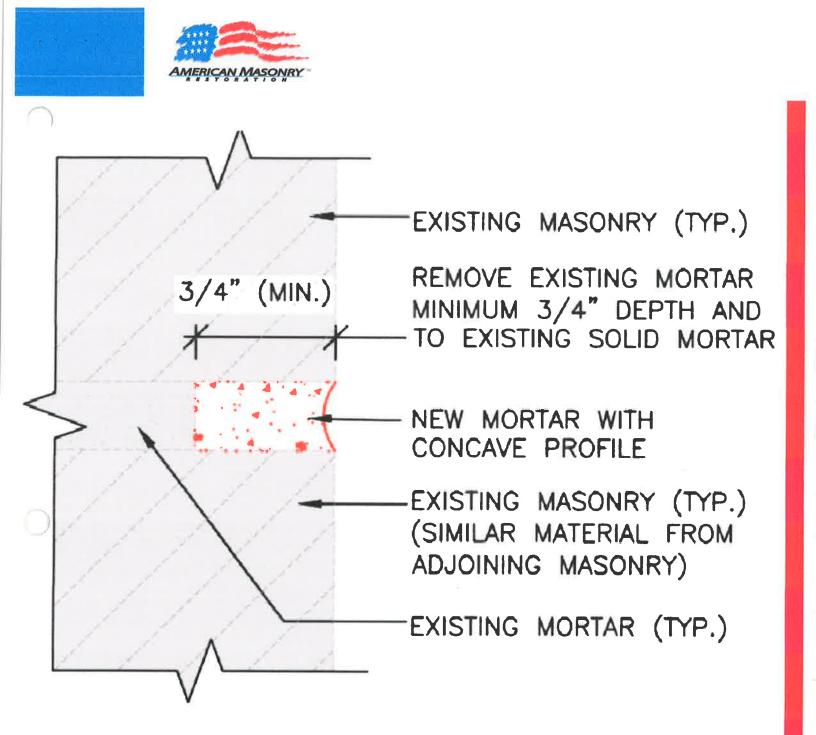






New Perimeter Sealant Detail





Re-pointing Detail







QUALIFICATIONS & REFERENCES

7701 East River Road, Fridley, MN 55432 763-502-1400 FAX: 763-502-1300 mericannasonry net





Qualifications Statement

American Masonry Restoration specializes in the restoration repair and maintenance of buildings and structures. American Masonry Restoration has had the privilege of working on some of the most notable buildings and properties in the area working closely with design professionals, owners and general contractors. We assist these clients with evaluation, cost consulting, project planning and performance of repairs on their projects.

Design Professional References:

Ginny Lackovic	HGA Architects	612-758-4000
Larry Prinds	LHB Architects	612-338-2029
Ken Green	Mattson, Macdonałd & Young	612-827-7825

Noteworthy Projects:

*The Saint Paul Hotel

**Calhoun Beach Club

**Nativity of Our Lord Catholic Church

St. Marks Cathedral

Walker Art Center

American Trio Lofts

**Union Depot

*Laurel Village Swinford Apartments

*Crane Building

Wyman Partridge

Wyman Building

**Union Depot

Valspar Corporation

*Our Lady of Lourdes

St. Stephens Church

Becketwood Chapel

*Hennepin United Methodist Church.

*Ford Center

**Schmidt Brewery

**Phalen Bridge

*On the National Historic Register of Minnesota

**MC&MCA Excellence Award Recipient in Masonry Restoration







COMPLETED PROJECT UNITED HEALTH GROUP DATA CENTER

The scope of repairs at the United Health Group Data Center included new through wall flashing installation at all window and door heads and at grade on all elevations as well as replacement of all sealants, including window perimeters, glazing and control joints. The building was fully scaffold in phases during the repairs. All repairs were completed on off hours due to the large scale of repairs and number of people who occupied the building.







UNITED HEALTH GROUP DATA CENTER



COMPLETE





7701 East River Road, Fridley, MN 55432 763-502-1400 FAX: 763-502-1300 gmericanmasonry net





COMPLETED PROJECT

The scope of repairs at the Land O' Lakes included new through wall flashing installation at all window and door openings, all shelf angles and all roof-to-wall terminations. Sealant replacement at all window perimeters, glazing and control joints was performed as well as allowances for individual brick replacement and re-pointing of deteriorated mortar joints were also included.







LAND O' LAKES





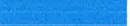




COMPLETED PROJECT CHS HEADQUARTERS

The scope of repairs at CHS Headquarters includes new through wall flashing installation at all window heads, sills, shelf angles, at grade and all roof-to-wall terminations. 100% re-pointing of all mortar joints and replacement of all sealants including window perimeters, glazing and control joints were also included. The building was fully occupied during the repairs.









CHS HEADQUARTERS







7701 East River Road, Fridley, MN 55432 763-502-1400 FAX: 763-502-1300





OUR TEAM



7701 East River Road, Fridley, MN 55432 763-502-1400 FAX: 763-502-1300







OUR TEAM

JARED LORENZEN GENERAL SUPERINTENDENT

PROFESSIONAL EXPERIENCE

American Masonry Restoration 7701 East River Road, Minneapolis, MN 55432

September 2009 - Present Site Foreman/Superintendent

- Oversees crews of masons.
- Repair/Restoration of existing structures including repointing, stone repair, stone replacement, sealant installation and building cleaning.
- Oversee safety on sight.
- Quality control.
- Schedule Coordination with GC and other subcontractors on site and AMRC Office.

Rathmanner Masonry

2002 - 2009 Craft Worker/Site Foreman

- Installation of various masonry units including brick, stone and concrete masonry units.
- Repointing and sealant installation.

NOTABLE PROJECTS COMPLETED

MN Governor's Mansion, Cargill Headquarters, St. Paul Union Depot, Science Museum of MN

TRAINING

Scaffold training, suspended scaffold training, OSHA 30, forklift training, Jahns certified installer, MN Lead worker training. Confined space & CPR.







Ryan Sly Senior Estimator/Project Manager

OUR TEAM

PROFESSIONAL EXPERIENCE

American Masonry Restoration 7701 East River Road, Minneapolis, MN 55432

May, 2010 - Present Estimator/Project Manager

- Bidding and managing masonry projects.
- Develop and maintain quality control.
- Problem solving/Inspections for water infiltration and building deficiencies.

Advanced Masonry Restoration

Little Canada, MN / 2003 - 2010 Craft worker

- Installation of various masonry units including brick, stone and concrete masonry units.
- Repointing and sealant installation.
- Site Foreman

EDUCATION

2015 - Bachelor of Science Degree in Construction Management, University of Minnesota







OUR TEAM

DUSTIN SLY Vice President

PROFESSIONAL EXPERIENCE

American Masonry Restoration 7701 East River Road, Minneapolis, MN 55432

February 2010 - Present Project Manager/Vice President

- Part of project management team
- Accurately estimating for projects
- Overseeing of quality control for projects
- Coordinating of manpower and materials to complete projects on time and within budget.

Advanced Masonry Restoration

St. Paul, MN / 2003 - February 2010 / Project Manager

- Perform Estimates
- Coordinate material and manpower at project site
- Site Foreman
- Craft worker







OUR TEAM

SHAWN PRATT President

1 10010011

PROFESSIONAL EXPERIENCE

American Masonry Restoration 7701 East River Road, Minneapolis, MN 55432

2000 - Present President/Operations Manager

- Oversight of field operations.
- Coordination of materials and equipment.
- Quality control planning and monitoring.
- Project Safety.

Building Restoration Corporation

St. Paul, MN / 1992 - 1999 Operations Manager

- Coordination of equipment and materials.
- Equipment management and repair.
- Design and fabrication of specialty equipment and supplies.

Metroquip

Minneapolis, MN / 1989 - 1991 Mechanic

- Maintenance of equipment.
- Field service

United States Navy

1985 - 1989 GMM2

- Maintenance and management of Mk 10 Mod 6&7 Guided Missile launchers and ordinance.
- Maintenance and management of ships small arms.





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roposed Repairs, Base Bid:

Provide roof protections, access via scaffold and all labor, equipment and material to re-build upper east elevation wall. To complete these repairs, the existing roof coping would be removed as well as all brick, CMU and existing wall sheathing down to the existing roof flashing. Once all removals are complete, new sheathing, moisture barrier and 2" polystyrene insulation would be installed to the existing steel studs, new wall ties would be installed every 16" O.C. vertically and horizontally, new through wall flashing at the roof-to-wall termination including new metal drip edge, self-adhering rubber membrane flashing, termination bar sealed at all penetrations, end dams at all control joint locations, weeps every 24" O.C., install new brick and CMU to match as close as possible in size, color and texture wash all repaired areas once mortar has cured properly and remove all debris from site.

Total Cost of Base Bid Repairs: \$158,750.00

Add Alternate Repairs:

Provide roof protections, pedestrian protections at all entry/exits, access via scaffold and aerial lift and all labor, equipment and material to install new through wall flashing at all openings and at all roof-to-wall terminations, remove all sealants and backer rod at all perimeters of openings and at all control/expansion joints, widen all existing control/expansion joints to 5/8", install new backer rod and sealant at all perimeters and control/expansion joints, allowances to re-point up to 200 square feet of deteriorated mortar joints, remove and replace up to 100 damaged brick, remove and replace up to 50 damaged CMU faces. To complete the through wall flashing repairs, we would remove three courses of brick above all openings and at the roof-to-wall terminations, remove rust from existing lintels, install rust inhibitive epoxy coating, new metal drip edge, self-adhering rubber membrane flashing, termination bar sealed at all penetrations, end dams at all control joint locations, weeps every 24" O.C., install new brick to match as close as possible in size, color and texture, wash all repaired areas once mortar has cured properly and remove all "ebris from site.

Total Cost of Add Alternate Repairs:

North Elevation: ADD \$43,450.00 To Base Bid South Elevation: ADD \$119,525.00 To Base Bid East Elevation: ADD \$67,950.00 To Base Bid West Elevation: ADD \$18,975.00 To Base Bid

Total Cost Of Alternates If Completed At One Time: Add \$223,475.00 To Base Bid (9% Savings)

382,225.09

American Masonry Restoration offers the enclosed services for your consideration. All tools, equipment and procedures shall follow the generally accepted construction / restoration methods. All work is to be performed by professional tradespersons. Certificates of insurance detailing workmen's compensation and liability coverage will be supplied by ownership / management prior to commencement of work. We reserve the right to withdraw this proposal if it is not accepted within thirty days. Our payment terms are Net 30 days on all progress invoices. Interest in the amount of 1 ½ % will be charged on all past due balances.

Respectfully submitted,

American Masonry Restoration

Ryan R. Sly



2024 ADVERTISING PACKAGES

NORMAN COUNTY RACEWAY - ADA, MN | RED RIVER VALLEY SPEEDWAY - WEST FARGO, ND | SHEYENNE SPEEDWAY - LISBON, ND

CORPORATE SPONSORSHIP

- Multi-Signage Options Available
- 200 Grandstand Tickets (Per Track)
- Business mentioned by the announcer during every scheduled race
- Logo/Business mentioned on: TV/Radio Commercials, Schedule, Programs,
- Social Media, and website

INVESTMENT:

- 1 Track \$6,000
- 2 Tracks | \$11,000
- 3 Tracks | \$14,000

NIGHTLY SPONSORSHIP

- 4x8 Billboard Sign (RRVS)(SS)
- 3x5 Billboard Sign (NCR)
- 125 Grandstand Tickets (Per Track)
- Business mentioned by the announcer during the sponsored race night
- Logo/Business mentioned on: TV/Radio Commercials, Schedule, Programs, Social Media, and website

INVESTMENT:

1 Track | \$2,750 2 Trac<u>ks | \$5,000</u>

3 Tracks \$6,000

SUPPORT SPONSORSHIP

3x5 Billboard Sign (Per Track) 50 Grandstand Tickets (Per Track)

INVESTMENT

1 Track | \$1,500

2 Tracks | \$2,500

3 Tracks | \$3,000

For more information, or to customize your package, contact: Jake Bitker (Office) 218-456-7467 (Cell) 218-766-4409 • Sharnel Bitker 218-766-3209 • Nick Skalicky 701-261-3673



Pasta Bar Chicken alfredo -or-Spaghetti

when :

Sunday, April 7th 10:30 am—1:30 pm

where:

Twin Valley Community Center

Silent Auction will be held during the event.

If you would like to donate, donations can be dropped off at the United Valley Bank Twin Valley and Mahnomen locations or contact Kaylie Bekkerus @ 218-350-4240.

Prestegord Family BENEFIT

Cody, a senior at the Norman County East high school, was on his way to his sister's basketball game, but never made it there. The second to the youngest child of the Prestegord family was involved in a horrific car accident and lost his life. Cody never missed his little sister's basketball games and was always one of her biggest fans. His passion for farming ran deep with FFA, mentoring the younger members and being secretary for their organization. He was also active in knowledge bowl and student counsil. In January, Cody was crowned NCE's Snow Daze King, which highlights just how kind and outgoing he was. Cody received this honor just 3 weeks prior to the accident.

As if this tragedy wasn't enough, they lost Cody's father, Stacey, just 10 months prior. Stacey fought a 10 year long battle of Diabetes and passed away at the age of 55. Unfortunately, when Stacey passed away, his medical bills still had piled in. Verona, his wife, is working a full-time job, living out on the farm with a few of her children and enjoying her time being a grandma. Two days after Cody was laid to rest, Verona had to revisit the cemetery to see his father's headstone be placed.

Join us in a benefit to raise funds to help offset the expenses of their medical and monthly bills.



Kaylie Bekkerus Prestegord Family Benefit 200 Memorial Drive Twin Valley, MN 56584 <u>pkbekkerus@hotmail.com</u> 218-350-4240

Dear Whomever This May Concern,

I hope this letter finds you well. On behalf of the Prestegord family, I am reaching out to humbly request your gracious support and contribution to our cause. There has been a benefit established to help offset some of the medical bills, monthly bills and expenses that have accrued.

After a 10 year long battle of Diabetes, Verona Prestegord lost her husband in April 2023. Stacey, father of four boys and one girl, fought long and hard but was taken at the age of 55. Unfortunately, when Stacey passed away, his medical bills still had piled in. Currently Verona is expected to be paying those bills for another 3-4 years at this rate. She is working a full-time job, living out on the farm with a few of her children, and enjoying her time being a grandma. Just 10 months later tragedy struck her family again. Cody, a senior at the Norman County East high school, was on his way to the basketball game, but never made it there. The second to the youngest child was involved in a horrific car accident and lost his life. Cody never missed his little sister's basketball games and was always one of her biggest fans. His passion for farming ran deep with FFA, mentoring the younger members and being secretary for their organization. He was also active in knowledge bowl and student counsel. In January, Cody was crowned NCE's Snow Daze King, which highlights just how kind and outgoing he was. Cody joined his father in Heaven just three weeks after being crowned Snow Daze King. Two days after Cody was laid to rest, Verona had to revisit the cemetery to see his father's headstone be placed.

Cody and Stacey's family has been left with a huge void in their hearts. Our hopes is that we can alleviate some of the stress by lessening some of the bills at this time and give the family one less thing to have to worry about. A benefit account has been sent up at the United Valley Bank in Twin Valley with access at any of their locations.

On April 7th, we will be hosting a benefit event at the Twin Valley Community Center. A full Pasta Bar will be served with Cody's favorite meal, Chicken Alfredo. We will also have spaghetti fixings, salad, and dessert. During the event, there will be a silent auction for the attendees to bid on. We are currently in search of items for our silent auction! If you are able to make a silent auction or monetary donation towards our event, there are a few ways to do so. Items can be dropped off at the Twin Valley or Mahnomen United Valley Banks or you can get in contact with Kaylie Bekkerus at 218-350-4240. Items can also be mailed to Kaylie's address at 200 Memorial Drive Twin Valley, MN 56584. Please include your business name, contact information and estimated value. If you're unable to donate, we just ask you to please hang up the flyer in your business and please keep this family in your thoughts during this hard time.

To find out more information about our event, feel free to follow our Facebook event at: Prestegord Family Benefit.

Sincerely,

aylie Berkerus

Kaylie Bekkerus



Cody's Fourth Annual Softball Tournament Ada-Borup-West Baseball Fields Ada, MN 56510

To Whom It May Concern:

We are excited to announce Cody's Fourth Annual Softball Tournament to raise funds for the Cody Holte Scholarship Fund. This year's tournament will take place on June 1, 2024, at the Ada-Borup-West Baseball Fields in Ada, MN.

Cody was a Grand Forks Police Officer who tragically lost his life in the line of duty on May 27, 2020. Although far too young at the age of 29, he lived by the saying, "Don't let yesterday use up today." Above all else, Cody was committed to God, his family, and his country. By creating the Cody Holte Scholarship Fund, we are dedicated to continuing his commitment by awarding scholarship(s) to local students who are pursuing law enforcement, criminal justice, ROTC, or are currently enlisted and serving with the National Guard or military. The Cody Holte Scholarship Fund is a component fund of the Northwest Minnesota Foundation, which is a public, charitable foundation serving Northwest Minnesota by investing resources, facilitating collaboration, and promoting philanthropy.

Cody's Fourth Annual Softball Tournament is a perfect way to remember his infectious smile, kind heart, outgoing personality, and competitive edge, while raising funds for the scholarship. As a valuable member of our community, we invite you to become a monetary sponsor for this event. Each donor will be recognized on our tournament t-shirt. We respectfully ask donations be made by April 15, 2024, to ensure your support is represented on the t-shirt. We are excited to offer the following donation tiers:

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

Donations can be made to the Northwest Minnesota Foundation (Memo: Cody Holte Scholarship Fund) at 201 3rd St NW, Bemidji, MN 65501. The fund can also accept credit card donations through their website: <u>https://www.nwmf.org/give-now/</u>. Choose the Cody Holte Scholarship Fund under "Please direct my support."

We are also accepting donations of silent auction items for the event. If you have an item you would like to donate, please reach out to <u>codyholtesoftballtournament@gmail.com</u>.

Thank you in advance for your generosity in continuing Cody's legacy. Please do not hesitate to contact us at <u>codyholtesoftballtournament@gmail.com</u> with any questions.

With gratitude,

Family of Cody Holte

<u>CAPACITY</u> CONFIRMATION AGREEMENT

This Confirmation Agreement ("Agreement") shall confirm the agreement reached on [DATE] ("Transaction Date"), by and between Northern States Power Company, a Minnesota corporation ("NSP") and the City of Ada, Minnesota ("ADA") (hereinafter NSP and ADA are sometimes referred to singly as a "Party" and collectively as the "Parties") with respect to the purchase and sale of capacity under the terms and conditions as follows:

Seller: NSP

Buyer: ADA

Schedule P Product:

[X] Other: Capacity, which for the purposes of this transaction shall mean "Zonal Resource Credits" ("ZRC"), as such term is defined in (i) the Midcontinent Independent System Operator, Inc. ("MISO") Open Access Transmission, Energy, and Operating Reserve Markets Tariff, as may be amended from time to time ('MISO Tariff'); and (ii) the MISO Resource Adequacy Business Practices Manual, as may be amended from time to time ("RA BPM", or together with the MISO Tariff referenced to as the "MISO Rules").

> For clarification purposes, the Parties acknowledge and understand that, in accordance with the MISO Rules, one ZRC represents one megawatt ("MW") of Unforced Capacity from a Planning Resource that qualifies to satisfy the resource adequacy requirements of Module E-l of the MISO Tariff.

Contract Quantity and Contract Price:

The Quantity of ZRCs and the applicable Local Resource Zone ("LRZ"), as further described in Attachment VV of the MISO Tariff, associated with such ZRCs for each Planning Year (i.e., June 1st of one year through May 31st of the following year) encompassed by this Transaction, and the Contract Price(s) associated therewith shall be as follows:

Ada	Seasonal # of ZRCs				
Planning	(All LRZ 1)				
Year (2024/25)	Summer	Fall	Winter	Spring	Total
Per Month	1.5	1.2	2.3	1.7	
Total ZRCs	4.5	3.6	6.9	5.1	20.1
Contract Price (\$/MW-Month)	\$3,589	\$3,589	\$3,589	\$3,589	
Total \$'s	\$16,151	\$12,920	\$24,764	\$18,304	\$72,139

Seller represents and warrants that with respect to the Product, Seller: (A) Will enter the ZRCs in the MISO Module E capacity tracking system; and (B) Has not and will not sell such ZRCs (or the MWs of Unforced Capacity associated with each ZRC) to any other counterparty.

Special Conditions:

1. Delivery and Receipt:

Seller shall accomplish delivery of the Quantity by submitting the appropriate transaction(s) in MISO's Module E capacity tracking system, or any successor system ("MECT") to electronically assign the Quantity to Buyer. Buyer shall accomplish receipt of the Quantity by confirming the appropriate transaction(s) submitted by Seller in the MECT. It is the intention of the Parties that Seller and Buyer shall accomplish delivery and receipt of the Quantity by submitting and confirming the appropriate transaction(s) in the MECT not later than ten (10) Business Days prior to each Resource Plan Deadline, as such term is defined in the MISO Tariff, for the first Planning Year and each subsequent Planning Year encompassed by this Transaction as is permissible to deliver and receive in the MECT ("Transfer Deadline").

2. Payment Terms:

The Parties agree that the payment schedule for the Product delivered and received hereunder shall be governed by the terms and conditions of the North American Energy Marketers Association ("NAEMA") Capacity and Energy Tariff, effective February 22, 2011 (the "NAEMA Tariff). For the avoidance of doubt, as soon as practicable, after the end of each electronic delivery for each Planning Year set forth above, Seller will render to Buyer an invoice for the ZRCs attributable to the delivery.

3. Failures to Deliver and/or Receive:

(a) <u>Seller's Failure to Deliver</u>.

In the event that: (i) Seller fails to deliver all or part of the Product by the Transfer Deadline, and such failure is not excused by Buyer's failure to perform; (ii) Buyer provides notice of such failure to Seller at least nine (9) Business Days prior to the Resource Plan Deadline; and (iii) Seller fails to cure such failure within one (1) Business Day after notice from the Buyer, then Seller shall pay Buyer, within five (5) Business Days of invoice receipt, all Financial Settlement Charges assessed to Buyer (either directly or through contractual obligation) resulting directly from Seller's failure to deliver all or part of the Product. In addition, to the extent that Seller's failure to deliver all or part of the Product results in Buyer being assessed (i) Financial Settlement Charges for an amount of MW that is less than the Quantity that Seller failed to deliver, or (ii) no Financial Settlement Charges for the Quantity that Seller failed to deliver, then Buyer shall also be entitled to the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price and multiplying such positive difference, if any, by the portion of the Quantity which Seller failed to deliver and for which no Financial Settlement Charges are assessed to Buyer.

In the event that: (i) Seller fails to deliver all or part of the Product by the Transfer Deadline, and such failure is not excused by Buyer's failure to perform; and (ii) Buyer fails to provide notice of such failure to Seller at least nine (9) Business Days prior to the Resource Plan Deadline, then Seller shall pay Buyer, within five (5) Business Days of invoice receipt, the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price and multiplying such positive difference, if any, by the Quantity which Seller failed to deliver.

Buyer shall use commercially reasonable efforts to purchase replacement Product for the Quantity which Seller failed to deliver.

The invoice from Buyer to Seller for any amount owed by Seller to Buyer pursuant to this provision shall include a written statement explaining in reasonable detail the calculation of such amount. The Parties acknowledge and agree that with respect to this Transaction only, Section 2.47 of the NAEMA Tariff shall be amended to delete all references to "at the Delivery Point" and "to the Delivery Point" contained in such section.

(b) Buyer's Failure to Receive.

In the event that: (i) Buyer fails to receive all or part of the Product by the Transfer Deadline, and such failure is not excused by Seller's failure to perform; (ii) Seller provides notice of such failure to Buyer at least nine (9) Business Days prior to the Resource Plan Deadline; and (iii) Buyer fails to cure such failure within one (1) Business Day after notice from the Seller, then Buyer shall pay Seller, within five (5) Business Days of invoice receipt, an amount equal to the Contract Price multiplied by the portion of the Quantity which Buyer failed to receive.

In the event that: (i) Buyer fails to receive all or part of the Product by the Transfer Deadline, and such failure is not excused by Seller's failure to perform; and (ii) Seller fails to provide notice of such failure to Buyer at least nine (9) Business Days prior to the Resource Plan Deadline, then Buyer shall pay Seller, within five (5) Business Days of invoice receipt, an amount equal to the positive difference, if any, obtained by subtracting the Sales Price from the Contract Price and multiplying such positive difference, if any, by the portion of the Quantity which Buyer failed to receive; provided, however, that if Seller, after using commercially reasonable efforts, is unable to resell all or a portion of the Quantity which Buyer failed to receive, the Sales Price with respect to such Quantity that Seller is unable to resell shall be deemed to be equal to zero (0).

The invoice from Seller to Buyer for any amount owed by Buyer to Seller pursuant to this provision shall include a written statement explaining in reasonable detail the calculation of such amount. The Parties acknowledge and agree that with respect to this Transaction only, Section 2.49 of the NAEMA Tariff shall be amended to delete all references to "at the Delivery Point" and "to the Delivery Point" contained in such section.

(c) Limitation of Remedies.

The Parties acknowledge and agree that the remedies set forth herein regarding failures to deliver/receive shall supersede and replace Sections 5.1 and 5.2 of the NAEMA Tariff with respect to this Transaction only.

4. Governing Agreement:

Seller is entering into this Agreement in accordance with its market-based rate tariff, which is on file with the Federal Energy Regulatory Commission. The commercial terms and conditions of the NAEMA Tariff shall apply to this Agreement; provided, however, that to the extent that there is an inconsistency between the terms and conditions of this Agreement and the NAEMA Tariff, the applicable terms and conditions of this Agreement shall govern. Terms used but not defined herein shall have the meanings ascribed to them in the NAEMA Tariff. Capitalized terms used but not defined herein or in the NAEMA Tariff shall have the meanings ascribed to such terms in the MISO Rules.

SIGNATURE PAGE FOLLOWS

Northern States Power Company, a Minnesota Corporation By:_____ Date:_____ Name: Mark Breese Title: Director, Trading & Origination

City of Ada, Minnesota

By:_____ Name: Ashley Larson Title: City Administrator Date: _____

RESOLUTION NO. 2024-03-01

STATE OF MINNESOTA COUNTY OF NORMAN CITY OF ADA

RESOLUTION CERTIFYING GRANT AND LOAN REQUESTS FOR ADA ECONOMIC DEVELOPMENT ACTIVITIES

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

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

AND

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

Total Loan

\$30,000

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

Ayes:

Nayes:

Abstentions:

The Mayor then declared this resolution passed this 12th day of March 2024 and the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Norman County, Minnesota

Dated: March 12, 2024

John Hintz, Mayor

ATTEST:

Ashley Larson, City Administrator, Clerk-Treasurer

CERTIFICATION

STATE OF MINNESOTA)) ss COUNTY OF NORMAN)

This is to verify that the attached Resolution is a true and correct copy of Resolution No. 2024-03-01 of the City of Ada, a municipal subdivision of the State of Minnesota, as adopted at a meeting of the City of Ada Council on the 12th day of March 2024 and that said Resolution was duly adopted pursuant to State Law.

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

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

Date: March 12, 2024

Ashley Larson, City Administrator, Clerk-Treasurer

STATE OF MINNESOTA)) SS

COUNTY OF NORMAN)

On this _____ day of _____, 2024, before me, a notary public within and for said County, personally appeared Ashley Larson who, being duly sworn did say that he is the Ashley Larson, City Administrator, Clerk-Treasurer of the City of Ada, and that said instrument was signed on behalf of the City of Ada, a municipal subdivision of the State of Minnesota, and said Ashley Larson acknowledged said instrument to be the free act and deed of the City of Ada.

Notary Public

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

RESOLUTION NO. 2024-03-02

STATE OF MINNESOTA COUNTY OF NORMAN CITY OF ADA

RESOLUTION CERTIFYING GRANT AND LOAN REQUESTS FOR ADA ECONOMIC DEVELOPMENT ACTIVITIES

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

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

AND

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

Total Loan

\$30,000

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

Ayes:

Nayes:

Abstentions:

The Mayor then declared this resolution passed this 12th day of March 2024 and the City Clerk is hereby instructed to transmit a certified copy of this resolution to the County Auditor of Norman County, Minnesota

Dated: March 12, 2024

John Hintz, Mayor

ATTEST:

Ashley Larson, City Administrator, Clerk-Treasurer

CERTIFICATION

STATE OF MINNESOTA)) ss COUNTY OF NORMAN)

This is to verify that the attached Resolution is a true and correct copy of Resolution No. 2024-03-02 of the City of Ada, a municipal subdivision of the State of Minnesota, as adopted at a meeting of the City of Ada Council on the 12th day of March 2024 and that said Resolution was duly adopted pursuant to State Law.

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

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

Date: March 12, 2024

Ashley Larson, City Administrator, Clerk-Treasurer

STATE OF MINNESOTA)) SS

COUNTY OF NORMAN)

On this _____ day of _____, 2024, before me, a notary public within and for said County, personally appeared Ashley Larson who, being duly sworn did say that he is the Ashley Larson, City Administrator, Clerk-Treasurer of the City of Ada, and that said instrument was signed on behalf of the City of Ada, a municipal subdivision of the State of Minnesota, and said Ashley Larson acknowledged said instrument to be the free act and deed of the City of Ada.

Notary Public

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