

City of Ada
Meeting of the City Council
Tuesday, May 4, 2021 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.** April Council Meeting minutes
 - B.** City Pre-paid checks in the amount of \$163,046.81
 - C.** City Accounts payables in the amount of \$25,833.16
- 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.**
- VIII. Reports of Department Heads and Committees**
 - A. Mayors Report**
 - 1) Arbor Day Proclamation
 - 2) Dolly Parton Imagination Library
 - 3) Pub 21 and Main Street Bar Park Rental Request
 - B. Administrator / Clerk / Treasurer Report.**
 - 1) Department Updates
 - 2) Ada Summer Children's Theatre Donation Request
- IX. Old Business**
 - a.** Resolution 2021-05-02 Land Sale

- b. Purchase Agreement – Industrial Park
- c. Public Works- Sweeny Controls Pump Station Controls Bid

XII. New Business

- A. Kaleidoscope Guests, April – Shawn/Crystal, May – Josh/Kim, June – Casey/Scott, July – Mike/Shawn.
- B. Resolution 2021-05-01 RESOLUTION CONSENTING TO THE ISSUANCE OF REVENUE BONDS BY THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY AND APPROVING A COOPERATION AGREEMENT
- C. Committee Updates
 - A. Public Works
 - B. Public Safety
 - C. Beautification
 - D. EDA
 - E. Planning and Zoning

XIII. Adjournment

ACCOUNT PAYABLE - APRIL 2021
REGULAR COUNCIL MEETING
Tuesday, May 4, 2021

*Added or Revised Amounts

ADA CHAMBER OF COMMERCE	COUNCIL-2021 MEMBERSHIP DUES	
ADA FEED & SEED	PW- GRASS SEED	\$ 40.00
ADA-FELTON COUNTRY STORE	PW FUEL	\$ 90.00
AL'S DISPOSAL	APRIL DUMPSTER RENTAL	\$ 78.59
ARAMARK	PW- MATS,MOPS, PAPER SERVICES	\$ 211.22
ARAMARK	LQR MATS, MOPS	\$ 174.16
ARAMARK	POLICE MATS	\$ 55.75
AUTO VALUE	PW- OIL FILTERS, OIL, OPTISORB, BATTERIES	\$ 47.67
AUTO VALUE	FIRE- CABLE BOOSTER, BATTERIES	\$ 400.40
BORDER STATES	LINE MNT	\$ 120.21
COCA COLA	LQR POP	\$ 3,305.46
ECOLAB	POLICE- RODENT/ANT PROGRAM	\$ 28.00
FERGUSON WATERWORKS	ELECTRIC METER GASKET	\$ 110.06
GODFATHER'S EXT	LIQUOR ODOR UNIT	\$ 43.76
INDEPTH INSPECTION	APRIL BLDG PERMIT SERVICES	\$ 7.48
KRJB RADIO	CLERK- ANNUAL, STREAMING	\$ 888.89
KRJB RADIO	LIQUOR- ANNUAL,	
MCCOLLUM HARDWARE, INC	PW- LETTERS,NUMBERS, BLADE,CUP BRUSH, GLASS CLEANER	\$ 94.83
MCCOLLUM HARDWARE, INC	DEKKO-	
MCCOLLUM HARDWARE, INC	LIQUOR-	
NORMAN COUNTY ATTORNEY	APRIL CRIMINAL FEES	\$ 833.33
NORMAN COUNTY AUDITOR	DITCH LIABILITY	\$ 16,200.00
NORMAN COUNTY INDEX	CLERK- PAPER	
OFFICE SUPPLIES	DEKKO- THERMAL ROLLS	\$ 5.76
OFFICE SUPPLIES	CITY HALL- TISSUES, PT, CLEANUP FLYER PAPER	\$ 104.77
OFFICE SUPPLIES	LIQUOR- BAGS	\$ 80.15
OFFICE SUPPLIES	POLICE- TP, PENS,BAGS, LAMINATING	\$ 134.08
PEMBERTON LAW	MARCH GENERAL LEGAL FEES	
PETRO SERVE	PW- FUEL	\$ 139.68
POWERPLAN- RDO	PW- 4WD LOADER REPAIR	\$ 150.00
PRAZAIR DISTRIBUTION	PW- ST PARTS	\$ 345.90
PRINTER SOLUTIONS	POLICE- PRINT REPAIR	\$ 80.00

PRODUCTIVITY PLUS- TITAN	PW- SWITCH PART	\$ 76.43
SORENSEN ELECTRIC	DEKKO- HANDICAP DOOR REPAIR	\$ 546.35
SUPERMARKET FOODS	LIQUOR- JUICE, POP	\$ 35.98
VISSER TRENCHING	PW- ST & SHOP- BLACK DIRT, CLASS 5	\$ 1,095.25
VISSER TRENCHING	CEMETERY BLACK DIRT	\$ 309.00
WATER & LIGHT FUND	UTILITIES	
WEX BANK	POLICE FUEL	

TOTALS

\$ 25,833.16

PRE-PAID CHECKS for APRIL 2021

Paid Chk# 082799	AASLAND, GERRIE JO	4/15/2021	\$126.82	LIQUOR DUST PAN
Paid Chk# 082800	ARVIG	4/15/2021	\$2,016.26	ELECTRIC -PHONE/INTERNET
Paid Chk# 082801	BEVERAGE WHOLESALERS, INC	4/15/2021	\$725.40	BEER
Paid Chk# 082802	BREAKTHRU BEVERAGE	4/15/2021	\$314.62	LIQUOR
Paid Chk# 082803	CODY HOLTE SCHOLARSHIP FUND	4/15/2021	\$300.00	DONATION SOFTBALL TOURNAMENT
Paid Chk# 082804	DEPT. OF ENERGY W A P A	4/15/2021	\$29,641.61	ENERGY
Paid Chk# 082805	D-S BEVERAGES	4/15/2021	\$6,922.00	BEER
Paid Chk# 082806	GARDEN VALLEY TECHNOLOGIES	4/15/2021	\$28.99	MARCH -IT SERVICE
Paid Chk# 082807	MCKINNON CO., INC.	4/15/2021	\$5,111.62	BEER CREDIT
Paid Chk# 082808	MIN ENERGY RESOURCES CORP.	4/15/2021	\$3,484.40	EC-UTILITIES
Paid Chk# 082809	MODITY, INC	4/15/2021	\$331.24	DEKKO ACCESS CARDS
Paid Chk# 082810	NORMAN CO. HEATING & COOLING	4/15/2021	\$1,173.24	LIQUOR- COOLER REPAIRS
Paid Chk# 082811	NORTHERN STATES POWER CO.	4/15/2021	\$769.00	MARCH DISTRIBUTION FACILITIES
Paid Chk# 082812	NORTHLAND TRUST SERVICES	4/15/2021	\$5,860.00	BOND INTEREST- 2015B
Paid Chk# 082813	PAUSTIS WINE COMPANY	4/15/2021	\$234.98	WINE
Paid Chk# 082814	RED RIVER VALLEY CO-OP POWER	4/15/2021	\$8,029.23	COMPOST SITE UTILITIES
Paid Chk# 082815	SANITATION PRODUCTS	4/15/2021	\$499.99	SWEEPER BROOM
Paid Chk# 082816	SOUTHERN GLAZERS OF MN	4/15/2021	\$620.61	LIQUOR CREDIT
Paid Chk# 082817	U. S. POSTMASTER	4/15/2021	\$92.00	POLICE PO BOX FEE
Paid Chk# 082818	VERIZON WIRELESS	4/15/2021	\$67.96	POLICE CELL PHONE
Paid Chk# 082819	XCEL/NORTHERN STATES POWER	4/15/2021	\$66,923.94	MARCH ENERGY
Paid Chk# 082820	ADA-FELTON COUNTRY STORE	4/20/2021	\$283.94	POLICE FUEL
Paid Chk# 082821	ALTEC INDUSTRIES	4/20/2021	\$1,196.12	PW- PARTS, REPAIRS
Paid Chk# 082822	ARVIG ENTERPRISES	4/20/2021	\$1,520.14	MARCH RENT
Paid Chk# 082823	CARDMEMBER SERVICES	4/20/2021	\$526.60	BOXCAST LIVE STREAMING
Paid Chk# 082824	CITY OF ADA GENERAL FUND	4/20/2021	\$2.40	POLICE POSTAGE
Paid Chk# 082825	MCKINNON CO., INC.	4/20/2021	\$161.00	BEER
Paid Chk# 082826	OMANG, ELIZABETH	4/20/2021	\$75.00	EC- DEPOSIT REFUND

Paid Chk# 082827	U. S. POSTMASTER	4/20/2021	\$173.38	CLEANUP MAILERS
Paid Chk# 082828	ARTISAN BEER COMPANY	4/23/2021	\$30.75	BEER
Paid Chk# 082829	BREAKTHRU BEVERAGE	4/23/2021	\$1,111.19	LIQUOR
Paid Chk# 082830	D-S BEVERAGES	4/23/2021	\$4,391.85	BEER CREDIT
Paid Chk# 082831	JOHNSON BROS WHLSE LIQUOR CO	4/23/2021	\$1,195.79	LIQUOR
Paid Chk# 082832	MCKINNON CO., INC.	4/23/2021	\$3,406.49	BEER
Paid Chk# 082833	PHILLIPS WINE & SPIRITS CO.	4/23/2021	\$1,800.98	LIQUOR
Paid Chk# 082834	SUMMERFIELD PLACE	4/23/2021	\$142.20	REFUND GRBG TAX OVERCHRG
Paid Chk# 082835	TEN LINE	4/23/2021	\$5,197.79	REFUND WATER TAX OVERCHRG
Paid Chk# 082836	THRIFTY WHITE PHARMACY	4/23/2021	\$57.00	DEKKO- MEDICINE THERM
Paid Chk# 082837	WINE MERCHANTS	4/23/2021	\$187.98	LIQUOR
Paid Chk# 082843	AL'S DISPOSAL, INC.	4/29/2021	\$120.69	LIQUOR- MARCH DUMPSTER RENTAL
Paid Chk# 082844	ARCTIC GLACIER	4/29/2021	\$126.60	LQR ICE
Paid Chk# 082845	BEVERAGE WHOLESALERS, INC	4/29/2021	\$532.70	BEER
Paid Chk# 082846	JODY BUENG	4/29/2021	\$709.01	POLICE- MEALS
Paid Chk# 082847	CITY OF ADA GENERAL FUND	4/29/2021	\$100.61	APPLY INTEREST- PRUNEDA
Paid Chk# 082848	D-S BEVERAGES	4/29/2021	\$2,477.11	BEER CREDIT
Paid Chk# 082849	LARSON, ASHLEY	4/29/2021	\$66.02	ZOOM APRIL MTG
Paid Chk# 082850	NORMAN COUNTY IMPLEMENT, INC.	4/29/2021	\$22.77	PW- PRESSURE WASHER HOSE FITTI
Paid Chk# 082851	STEVE PETRY	4/29/2021	\$396.55	FIRE- PARKING
Paid Chk# 082852	NIC PROTHERO	4/29/2021	\$921.29	FIRE- REPAIR PRESSURE WASHER
Paid Chk# 082853	READITECH SOLUTIONS	4/29/2021	\$165.00	APRIL HOST EXCHANGE, MAILBOX
Paid Chk# 082854	RICHARDS OIL/PROPANE	4/29/2021	\$2,430.17	ST FUEL
Paid Chk# 082855	U. S. POSTMASTER	4/29/2021	\$243.78	APRIL UTILITY BILL PSTG

\$163,046.81

City of Ada Arbor Day Declaration

WHEREAS: Climate change is a complex problem that impacts all Minnesotans and our ability to thrive, and

WHEREAS: The health and longevity of Minnesota's trees are being affected by changing temperatures and precipitation, more extreme weather events, and increasing pressure from pests, diseases, and invasive species, and

WHEREAS: Minnesota is at risk to lose over one billion ash trees due to emerald ash borer, potentially increasing CO2 emissions and flooding, and

WHEREAS: A healthy tree canopy decreases temperatures along streets providing cooler spaces in the summertime for recreation and commerce, and

WHEREAS: About three-quarters of Minnesotans get their drinking water from the forested parts of the state; and

WHEREAS: Shade from trees protects people from exposure to the sun's UV rays and diminishes heat-related illness, and

WHEREAS: Trees reduce stormwater runoff and act as a filter, preventing sediments and pollutants from washing into waterways, and

WHEREAS: Trees capture carbon from the atmosphere and store it in their trunks, roots, and soil, and

WHEREAS: Minnesotans can help build resilient communities and reduce the negative impacts of climate change One Tree at a Time by planting and caring for trees and by using wood products to store carbon into the future.

NOW, THEREFORE, I, John Hintz, Mayor of the City of Ada do hereby proclaim Friday, April 30, 2021 as:

ARBOR DAY

And the month of May 2021, as Arbor Month in the City of Ada

Dated this 4th day of May 2021.

Mayor of Ada

April 2021

Greetings from the Ada Summer Children's Theatre Committee!

As we enter the last quarter of the school season, we are looking forward to the many activities of summertime. One of those activities is the annual production of the Missoula Children's Theatre.



This year's production is entitled The Emperor's New Clothes and will provide fun and excitement to the youngsters who participate, as well as the audience attending the production. The program will run August 2nd through August 6th. As usual, however, we need to gain the necessary financial support to make this production a possibility. Therefore, we need the help of the community in the form of financial support.

We ask that you consider supporting the Ada Summer Children's Theatre program so The Emperor's New Clothes can come to life at the ABHS auditorium stage this August.

Please send your contributions to:

Genise Solseng
803 Pleasant Dr.
Ada MN 56510.

Make checks payable to *Ada Summer Children's Theatre*.

Thank you very much!

Sincerely,

The Ada Summer Children's Theatre Committee

Here is our support for the Ada Summer Children's Theatre Production for Summer 2021.

Name of Business	Phone Number
\$10 _____	\$15 _____
\$25 _____	\$50 _____
\$100 _____	Other _____

\$1300

used to give \$500

MINUTES OF THE PUBLIC WORKS BOARD MEETING

February 22, 2021

Members present: Shawn Roux, Bob Ramstad, Pete Fetting (Fetting joined meeting when agenda items were almost completed)

Also present: Brian Rasmusson

Members Absent: Casey Krieger, Bruce Visser

Call meeting to order. No official meeting was held due to not having a quorum

Approve minutes:

Items added to agenda: No items added to agenda

Approve agenda:

Old business:

Water: None

Sewer: None

Electric: None

Street: Camera update at compost site: Brian told the board that he had discussed this with Ashley and we both didn't think it was necessary to spend over a \$1,000.00 on a new system when we are not going to prosecute anyone for illegal dumping; all we want is for them to clean up what they had dumped. No action taken, information only.

Other: None

New business:

Water: None

Sewer: None

Electric: None.

Street: Employee discussion: Councilman Kim Lewis wanted this item on the agenda. M thinks it would be a good idea to look at bringing one more employee on to the staff as we need to look at the future. There are 2

long time employees that could retire now but not expected to for a few years. **No action taken, Information only.**

Junk Cars at Public works: This was put on the agenda just to keep it in the forefront so it wouldn't get dropped. **No action taken, Information only**

Other: Clean up week: Brian reminded the board that clean up week is scheduled for May 6, 7, and 8 with the following week set as back up dates if needed due to weather.

Next meeting: April 26, 2021, @ Ada Public Works Department 5:30 PM

Adjourn meeting:

RESOLUTION NO. 2021-05-02

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

A Resolution authorizing the sale of the following described properties:

Lot Thirteen (13), Block One (1), North Industrial Park Addition to Ada, Minnesota;

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

WHEREAS, MRB Properties LLC desire to purchase said property from the City of Ada, for the sum of twelve Thousand five hundred Dollars and no/100 (\$12,500.00) 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 with MRB Properties LLC in which the City agrees to sell the above-described properties in the City of Ada, Norman County, Minnesota for the price of Twelve Thousand Five Hundred Dollars and no/100 (\$12,500.00) 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, the above Resolution carried by the following vote:

Ayes:

Nays:

Abstention:

Dated:

John Hintz, Mayor

ATTEST:

Ashley Larson, City Administrator

CONTRACT FOR SALE OF REAL PROPERTY

SECTION ONE PARTIES

Pursuant to this Contract for Sale of Real Property (the "Agreement") made and entered into this _____ day of _____, 2021 (which date shall be filled in as the date of delivery and exchange by each of the Seller and Purchaser of fully executed counterparts of this Agreement together with delivery of the Earnest Money (if any), and shall hereafter be referred to as the "Effective Date"), **City of Ada**, a municipal corporation ("Seller") agrees to sell and convey to **MRB Properties LLC**, a Minnesota limited liability company ("Purchaser") and Purchaser agrees to buy from Seller the Property, as described below.

SECTION TWO PROPERTY

The Property to be sold and purchased pursuant to this Agreement means the real property located in Norman County, Minnesota, described as follows:

Lot Thirteen (13), Block One (1), North Industrial Park Addition to Ada, Minnesota;

together with all appurtenant easements, rights of way, licenses, and hereditaments thereto (cumulatively the "Property"). The Property contains no buildings or other dwellings.

SECTION THREE CONSIDERATION

The purchase price for the Property (herein "Purchase Price") shall be \$12,500.00. \$500.00 earnest money (herein "Earnest Money") is paid with the delivery of this Agreement signed by Purchaser and is acknowledged as received by Seller. The balance of the Purchase Price (\$12,000.00) shall be paid by Purchaser in cash, certified bank funds, or a wire transfer at Closing. In the event this sale does not close for any reason, Seller shall, in addition to any other remedies to which Seller may be entitled, be entitled to retain the Earnest Money.

SECTION FOUR INSPECTION OF PROPERTY

Purchaser shall have the right to a reasonable inspection of the Property which shall occur for the 10-day period after the effective date of this Agreement.

SECTION FIVE TITLE

To demonstrate that Seller's title is good and marketable of record, the Seller shall, within a reasonable time after the date hereof, furnish to Purchaser an abstract of title certified to date to

include proper searches covering bankruptcies and state and federal judgments and liens, and levied and pending special assessments. Purchaser shall be allowed fifteen (15) days after receipt thereof for examination thereof and the making of any objections to title, said objections to be in writing or deemed to be waived. In the event that Seller is unable to locate the abstract of title, then to demonstrate that Seller's title is insurable for marketability, within 20 (twenty) days after acceptance of this Agreement, Seller shall furnish Buyer with a Commitment for Title Insurance including proper searches for covering bankruptcies and state and federal judgments, federal court judgment liens in favor of the U.S., liens and levied and pending special assessments. If any objections are so made, Seller shall have 45 days from receipt of Purchaser's written title objections to make title marketable, at Seller's cost. Upon receipt of Purchaser's title objections, Seller shall, within fifteen (15) business days, notify Purchaser of Seller's intention to make title marketable within the 45-day period. Liens or encumbrances for liquidated amounts which can be released by payment or escrow from proceeds of closing shall not delay the closing. Cure of the defects by Seller shall be reasonable, diligent, and prompt. Pending correction of title, all payments required herein and the closing shall be postponed. If notice is given and Seller makes title marketable, then upon presentation to Purchaser of documentation establishing that title has been made marketable, and if not objected to in the same time and manner as the original title objections, the closing shall take place within ten (10) business days or on the scheduled closing date, whichever is later.

SECTION SIX CLOSING

A. Time and Place of Closing. The date, time, and place for the closing of the contemplated sale shall be on or before _____, 2021, at _____, (the "Closing Date" or "Closing"). The Closing Date is declared to be of the essence of this Agreement.

B. Possession of Property. Purchaser shall have the right to possession of the Property as of 11:59 p.m. on the Closing Date.

C. The following documents shall be signed and delivered at Closing:

(i) Warranty Deed. Seller shall execute and deliver to Purchaser a Warranty Deed for the Property.

(ii) Such other documents reasonably requested by Purchaser or Seller as are necessary to effectuate the transaction contemplated herein.

(iii) Payment. Purchaser shall pay to Seller cash, certified bank funds, or a wire transfer in the total amount of \$12,500.00 (\$500.00 earnest money credited toward the purchase price and \$12,000.00 in cash, certified bank funds, or wire transfer on the Closing Date).

D. Sales Expenses To Be Paid in Cash at or Prior to Closing:

(i) Real Estate Taxes. Seller shall pay all real estate taxes and installments of special assessments for 2020 and prior years. Real estate taxes and installments of special

assessments for 2021 shall be prorated between the parties to the Date of Closing. Purchaser shall pay all real estate taxes and installments of special assessments for 2022 and subsequent years.

(ii) The following costs and expenses associated with this transaction shall be paid as follows:

(a) Title and Closing Fee. Seller will pay all costs to bring the abstract for the Property to current or for the title commitment for the Property to current, and any costs or expenses necessary to place title to the Property in the condition warranted by Seller herein. Purchaser will pay any premium for title insurance. The closing fee or charge imposed by the closing agent shall be allocated equally between Seller and Purchaser.

(b) Document Preparation. Seller shall pay all fees associated with preparation of the Warranty Deed to be delivered hereunder, as well as any as any documentation required to be prepared in connection with the deed.

(c) Deed Tax. Seller shall pay all state deed tax regarding the Warranty Deed to be delivered by Seller under this Agreement.

(d) Recording Fees. Purchaser shall pay all recording fees for the Warranty Deed to be delivered hereunder. Seller shall pay all recording fees necessary to put title in the condition warranted by Seller hereunder.

(e) Well Disclosure. Purchaser shall pay the cost of filing the well disclosure statement, if any.

F. Contingencies to Closing: The sole contingencies to closing and consummation of the transaction contemplated by this Agreement are as follows: None.

SECTION SEVEN REPRESENTATIONS

Purchaser and Seller, as applicable, represent that:

A. Liens. As of the Closing Date, there will be no mortgages, liens, unrecorded liens, or Uniform Commercial Code Security Interests against any of the Property which will not be satisfied out of the Purchase Price. If any representation above is untrue on the Closing Date this Agreement may be terminated by Purchaser.

B. Title. Seller warrants that on the Closing Date, and that title conveyed by Seller to Purchaser shall be good and marketable, subject only to the following exceptions:

(i) Building and zoning laws, ordinances, State and Federal regulations;

- (ii) Restrictions relating to use or improvement of premises without effective forfeiture provision;
- (iii) Reservation of any minerals or mineral rights to the State of Minnesota or others;
- (iv) Easements and other reservations;
- (v) Any statutes, rules or regulations promulgated by the state or federal government or any of its agencies relating to the restriction of use of the premises which shall be subject to such statutes, rules, or regulations; and

C. Violations or Defaults. To the best of Seller's knowledge, Seller and the Property are not in violation or default under any agreement with any third party, or under any judgment, order, or decree of any court, arbitrator, administrative agency, or other governmental authority to which it may be subject, which violation or default may, in anyone case or in the aggregate, materially and adversely affect the ownership or operation of the Property or Seller's ability to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not (a) violate any law or any order of any court or governmental authority with proper jurisdiction; (b) result in a breach or default under any contract or other binding commitment of Seller; (c) require any consent, or approval or vote of any court or governmental authority or of any third person or entity that, as of the Closing Date, has not been given or taken, and does not remain effective; or (d) result in any encumbrance against the Property.

D. Litigation. There are no actions, suits, arbitrations, governmental investigations, or other proceedings pending or, to the knowledge of Seller, threatened against Seller or affecting the Property before any court or governmental authority, an adverse determination of which might adversely affect (i) the condition or operations of the Property, (ii) Seller's ability to enter into or perform this Agreement, (iii) Seller's ability to enter into or perform this Agreement or (iv) Seller's title to the Property.

E. Tax Payments. All past real estate taxes for the Property due and payable in 2020 and prior years have been paid in full.

F. Liens. No work has been performed or materials supplied on or to the Property, except for work or materials for which full payment has been made. If at any time either before or after the Closing Date, any mechanics', laborers', or materialmens' lien is filed against the Property or any part thereof for work attributable to the period before the Closing Date, Seller shall cause such lien to be discharged by payment, bonding or otherwise as provided by law within ten (10) days after the date that such lien was filed. Seller upon written demand from Purchaser, shall also defend Purchaser, at Seller's expense, against any action, suit, or proceeding brought for the enforcement of any such lien and shall pay damages and reasonable attorney's fees and satisfy and discharge any judgment entered in such action, suit, or proceeding and save Purchaser harmless from any liability, claims or damages resulting therefrom.

G. Survival. The representations and warranties contained in this Agreement shall survive Closing.

H. Storage Tanks, Wells and Septic. To the Seller's knowledge, the Property has no well. The Property has no private septic system. For purposes of satisfying the requirements of Minn. Stat. §115.55, Seller represents that there is no individual sewer treatment system (within the meaning of that statute) on or serving the Property. The Seller does not know of any well on the Property within the meaning of Minn. Stat. §103I.005. The Seller does not know of any "above ground storage tank" or "underground storage tank" (within the meaning of Minn. Stat. §116.46) on or serving the Property. These representations are intended to satisfy the requirements of those statutes.

I. Assessments. There are special assessments against the Property and Purchasing shall perform its own investigation and due diligence with respect to any special assessments against the Property.

SECTION EIGHT DEFAULT

If Purchaser fails to comply with this Agreement, Seller may retain the Earnest Money and enforce specific performance, or may terminate this Agreement, and/or may seek such other relief as may be provided by law. If Seller fails to comply with this Agreement, Purchaser may enforce specific performance, or may terminate this Agreement, and/or may seek other relief as may be provided by law.

SECTION NINE BROKERS' FEES

There are no broker's fees associated with this Agreement. Purchaser and Seller shall each hold harmless and indemnify the other from and against any claims, causes, actions, damages, or related expenses arising out of or related to any claims for broker's fees to the extent such claim is based upon actions by such indemnifying party.

SECTION TEN ATTORNEYS' FEES

Any party to this Agreement who is the prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

SECTION ELEVEN ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties and cannot be changed except by their written agreement.

SECTION TWELVE EFFECTIVE DATE

The Effective Date of this Agreement shall be deemed to be the Effective Date first defined above.

SECTION THIRTEEN MISCELLANEOUS PROVISIONS

A. Notices. All notices shall be in writing and effective upon receipt if by hand delivery, upon the next following business day if mailed by reputable overnight carrier with verifiable confirmation procedure, or upon mailing if mailed by certified mail, return receipt requested, and addressed as follows:

Seller: City of Ada
Attn: City Administrator
P.O. Box 32
Ada, MN 56510

Purchaser: MRB Properties LLC
P.O. Box 65
Ada, MN 56510

B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, legal administrators, successors, and assigns.

C. Agreement. This Agreement is not assignable or transferable by Purchaser, and Purchaser shall not pledge, mortgage or otherwise collaterally assign its interest under this Agreement.

D. Further Assurances. Seller and Purchaser each covenant and agree to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon the written request of the other party, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by

either party hereto for the purpose of or in connection with consummating the transactions described herein.

E. Multiple Counterparts. This Agreement may be executed with any number of counterpart signature pages and when all counterpart signature pages are combined, they shall for all purposes be deemed to be an original.

F. Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

H. Invalidity of Provisions. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with such invalid portion eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.

I. Exclusivity. From the Effective Date through and including the Closing Date, Seller shall not enter into any negotiations or discussions concerning purchase and sale of the Property with any party other than Purchaser.

J. Assignment. This Agreement is binding upon the Seller, Purchaser, their successors, and assigns, and shall be binding upon and run with the Property.

SEPARATE SIGNATURE PAGES FOLLOW

[Signature Page to Purchase Agreement]

IN WITNESS WHEREOF, The parties hereby enter into this Agreement the Effective Date as provided herein.

SELLER

CITY OF ADA

By _____

Its _____

[Signature Page to Purchase Agreement]

PURCHASER

MRB PROPERTIES LLC

By _____

Its _____

August 4, 2020

Mr. Brian Rasmusson
City of Ada

Quote Number: 4157

RE: Wells 5 and 6 PLC/OIT Reprogramming
Ada, MN

Brian,

Sweeney Controls proposes to supply the following equipment and services for the above referenced project.

Option A

One (1) Modifications to the existing Pump Station Control Panel including:

One (1) Reprogramming of existing Compactlogix L35E PLC to a Sweeney Controls Standard of Programming.

One (1) Reprogramming of existing C-More Operator Interface Terminal to a Sweeney Controls Standard of Programming.

Total lump sum price Option A.....\$ 9,025.00

Option B

One (1) Modifications to the existing Pump Station Control Panel including:

One (1) Reprogramming of existing Compactlogix L35E PLC to a Sweeney Controls Standard of Programming.

One (1) Reprogramming of existing C-More Operator Interface Terminal to a Sweeney Controls Standard of Programming.

One (1) Installation of Insight System into existing control panel.

One (1) Lot programming of Insight System

One (1) Trade in of existing Sensaphone 800 – (\$400)

Supplied by SCC but installed by others

One (1) Cellular Antenna w/cable

Total lump sum price Option B.....\$ 9,850.00

Prices do not include inspections, installation unless specifically stated, conduit, field wiring or shipping or applicable taxes.

The cost of the Insight™ web site and cellular service will be a re-occurring monthly fee of \$45.00 per site.

Sweeney Controls Insight™, a password protected Cloud Based SCADA Web Site, provides operators with real time notification of any alarm condition in text, email and/or voice message per operator preference.

Operators can access the dynamic screen via any internet connected device such as smart phone, tablet or computer.

The SCADA web site includes display of current levels, set points, pump run times and pump start counts. Historical levels and pump running information can be displayed as a graph and historical information is easily exportable into a spreadsheet format.

By accepting this quotation you agree to our terms and conditions. Pricing will be honored for 60 days from above quoted date.

If you have any questions or comments, please feel free to contact me at 1-800-743-6536.

Sincerely,

Mike Phillips

Mike Phillips | mphillips@sweeneycontrols.com

Contract Acceptance:

By signing below, or by returning your executed purchase order on these same terms, you have accepted the foregoing Scope Letter and the attached Terms and Conditions and this document becomes a legal and binding contract between the parties.

Selected Option(s):

☐ Option A

☐ Option B

By: _____

Print name: _____

Its: (title) _____

Date: _____

SWEENEY CONTROLS COMPANY – TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS: Any order submitted by a customer of Sweeney Controls Company shall be expressly conditioned upon these terms and conditions. No changes or modifications to these terms and conditions shall be binding unless put into a writing signed by both parties. If the agreed change results in greater or lesser cost, Sweeney Controls Company's compensation for the order will be adjusted accordingly.

These terms and conditions, along with the attached proposal, constitute the entire integrated agreement between Sweeney Controls Company and the customer for the services, deliverables and the project. These terms supersede all previous and contemporaneous agreements, proposals and representations, written or oral, concerning such matters. Any additional, conflicting or inconsistent customer terms (whether set forth in a request for proposals, purchase order or acknowledgement or in any other document) are expressly rejected by Sweeney Controls Company and are not a part of the agreement for the project.

PAYMENT: Our terms of payment are as follows: 10% due upon approval of submittals for the project, 80% due upon delivery of the equipment, and 10% due after successful completion of start-up. All product delivery terms are FOB shipping point, all payments are due NET 45 days, and any balance remaining due 46 days beyond the invoice date will be subject to a 1.5% monthly service charge until paid. The credit terms described herein are subject to Sweeney Controls Company's continuing approval of customer's credit, and Sweeney Controls Company at any time may withdraw its extension of credit and require modified payment terms (including pre-payment for services and/or for production of equipment) if Sweeney Controls Company determines in good faith that its right to payment for the applicable order(s) is not secure and the customer fails to promptly provide adequate assurances of its ability to make timely payment of all amounts due for such order(s).

It is specifically agreed and understood that this proposal is submitted with the understanding that Sweeney Controls Company shall be paid for its work and products in accordance with the terms above, regardless of whether or not the customer has been paid pursuant to any contract it may have with the project owner, a prime contractor or other contractors on the project. Sweeney Controls Company shall not be held responsible for, and shall not accept any back charge for, liquidated damages resulting from failure of the customer to complete the project contract on time, or any extra engineering costs necessitated by the continuance of work beyond the specified completion date.

CHANGES, CANCELLATIONS AND RETURNS: All changes, cancellations, or returns must have Seller's prior written approval and are conditional on compliance with manufacturer's cancellation/return policies and subject to restocking fees and service charges. Authorized returned equipment must be packaged and shipped prepaid to manufacturer. Sweeney Controls Company must be notified in writing of accepted changes in scope; verbal change in scope will not be accepted. Sweeney Controls Company will advise the customer of any revisions in the price and/or deliver schedule.

LIMITED WARRANTY: Sweeney Controls Company warrants to the original purchaser that the product or services delivered herewith, to the extent the product has been manufactured by Sweeney Controls Company, will at the time of delivery comply with the material aspects the design specifications set out in the attached proposal and be free from material defects in material and workmanship and, for a period of one year from the date of purchase under normal use and conditions, will comply with the material aspects of the operational specifications set out in the attached proposal. Products not created by Sweeney Controls Company, but provided under this agreement as a part of the project, are warranted only by, and only to the extent of the express written warranties of, the manufacturer(s) of such products, if any. Services provided by Sweeney Controls Company under this agreement will be provided in accordance with the generally recognized standards in the industry. SWEENEY CONTROLS COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ANY OTHER WARRANTIES (INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE/AGAINST INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY DISCLAIMED BY SWEENEY CONTROLS COMPANY TO THE FULLEST EXTENT PERMITTED BY LAW.

234 28th Street S Fargo ND 58103 | T. 701.232.3644 | F. 701.232.3635 | www.sweeneycontrols.com
quote 4157 well station 5 and 6 plc-oit reprogramming ada,
mn

EXCLUSIVE REMEDY: In the event the customer believes Sweeney Controls Company owes a warranty obligation applicable to the product, or has otherwise failed to comply with any other contract obligation, it must notify Sweeney Controls Company in writing within 20 days of its discovery of such obligation and in no event later than 90 days after delivery of the product or services. If Sweeney Controls Company owes a warranty obligation, it will promptly commence to remedy and cure such default upon receipt of such notice from the customer at Sweeney Controls Company's own cost and expense or, at Sweeney Controls Company's option, will refund to the customer the portion of the compensation paid for any defective products or services. Such performance or refund by Sweeney Controls Company is the customer's sole and exclusive remedy in the event of a warranty obligation of Sweeney Controls Company or any other failure of Sweeney Controls Company to comply with its contract obligations. In addition to the foregoing, the customer will inspect all deliverables immediately upon receipt and will report to Sweeney Controls Company any shortages and damages within 3 days of receipt or such claims shall be deemed waived by the customer.

In no event shall Sweeney Controls Company be liable for any incidental, special, punitive or consequential damages of any kind, including, without limitation, loss of use, productivity, reputation, financing, business opportunities or profits, even if Sweeney Controls Company had been advised of the possibility of such damages. MOREOVER, TO THE FULLEST EXTENT PERMITTED BY LAW, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR STRICT LIABILITY), IN NO EVENT WILL SWEENEY CONTROLS COMPANY'S TOTAL AGGREGATE LIABILITY RELATED TO THE SERVICES, DELIVERABLES OR THIS AGREEMENT EXCEED THE AMOUNT OF COMPENSATION PAID BY THE CUSTOMER TO SWEENEY CONTROLS COMPANY UNDER THIS AGREEMENT.

LIMITATION, DISCLAIMER, AND EXCLUSION OF WARRANTY: In no event will Sweeney Controls Company be responsible for (a) any modifications to any product made by anyone other than Sweeney Controls Company; (b) damages caused by misuse, negligence, abuse, neglect, accident, or improper operation or improper or insufficient maintenance of any product or defects that arise after the warranty period described herein or for which the customer has failed to provide prompt notice in accordance with these terms and conditions; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; (e) any alleged defects in any product that arise from Sweeney Controls Company's compliance with designs or other criteria or requirements provided by or through the customer; (f) damage resulting from connection or removal of components/parts of the product; or (g) damages arising from claims of third parties related to or connected with the use or performance of any of deliverables or services provided under the applicable order(s).

INTELLECTUAL PROPERTY RIGHTS: Sweeney Controls Company retains all rights, title and interest in its services and products, including patents and copyrights; however, upon payment of the agreed compensation to Sweeney Controls Company, the customer will be deemed to have been granted a non-exclusive, non-transferable, royalty-free, perpetual license to use the services and products for the purposes contemplated in the attached proposal, except that third-party "shrink-wrapped" software or "off-the-shelf" hardware provided through Sweeney Controls Company will be subject to the customer's compliance, at its own costs, with all applicable manufacturer licensing requirements. Customer may not sell, sublicense, assign or transfer its license to the services and products provided by Sweeney Controls Company without the prior written consent of Sweeney Controls Company, nor may the customer reverse engineer or make derivative works from Sweeney Controls Company's services or products.

EXPORT RESTRICTIONS: Customer acknowledges that the services and products may be subject to export and use restrictions under applicable law, including Export Administration Regulations maintained by the United States Department of Commerce. Customer agrees to comply with all such requirements and to hold Sweeney Controls Company harmless from any violations of such requirements.

FORCE MAJEURE: In the event that performance of the services and/or delivery to the customer of the products is delayed by circumstances beyond the reasonable control of Sweeney Controls Company (including, without limitation, changes to the scope of work, delays by the customer in providing information to Sweeney Controls

Company, fire, natural disasters, civil disturbances, acts of governmental authorities, labor disputes, unavailability of materials or equipment or shipping delays), Sweeney Controls Company will promptly notify the customer of such circumstances in writing and Sweeney Controls Company will be granted an equitable extension of the time to meet its obligations under the proposal.

SWEENEY CONTROLS COMPANY'S STATUS: Sweeney Controls Company is an independent contractor of the customer and will have sole charge over, and be solely responsible for, (a) the payment of its employees and subcontractors and (b) the means, methods, techniques and sequences used in the performance of the services and the creation of its deliverables. Both Sweeney Controls Company and the customer assume that the industrial exemption applies to all services and the proposal, and the customer acknowledges that individuals not licensed as professional engineers may execute some or all of the services and create some or all of the products.

NON-SOLICITATION: To the fullest extent permitted by law, during the course of the performance of this agreement, and for one year thereafter, the customer agrees that it will not hire or retain, or offer to hire or retain, any of Sweeney Controls Company's employees that have been involved in performing the scope of work set forth in the proposal, nor will customer otherwise induce or seek to induce, directly or indirectly, any such Sweeney Controls Company employees to leave Sweeney Controls Company's employment.

DISPUTE RESOLUTION: In the event Sweeney Controls Company and the customer cannot resolve any claim or dispute between them arising out of or related to the proposal, this agreement or the scope of work or project through direct negotiations, such dispute shall be subject to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration proceedings will be held in North Dakota before a single arbitrator with experience in resolving disputes arising from information technology services. The prevailing party (as determined by the arbitrator) will be entitled to recover from the other party all costs incurred in resolving the dispute, including reasonable attorneys and expert fees and the costs of arbitration. The arbitrator's award shall be final and may be entered as a judgment in any court with jurisdiction.

SUSPENSION AND TERMINATION: If the customer fails to comply with its obligations under the proposal or these terms and conditions (including, without limitation, the full and timely payment to Sweeney Controls Company), Sweeney Controls Company may provide written notice of such default to the customer and may thereafter suspend further performance until such default is cured by the customer. When such default is cured by the customer, the amount to be paid for the scope of work will be equitably increased to account for Sweeney Controls Company's damages arising from such suspension (including, without limitation, demobilization and remobilization expenses and increased costs of performance) and the time for Sweeney Controls Company to complete the scope of work will be equitably extended to account for such suspension. If the customer fails to cure such default within 30 days of its receipt of such notice from Sweeney Controls Company, the customer cancellation the project, or the customer requests Sweeney Controls Company to stop work Sweeney Controls Company may terminate its agreement with the customer by providing written notice to the customer and in such an event, the customer will pay Sweeney Controls Company for all portions of the scope of work performed (in whole or in part) through the date of such termination, materials purchased (including any restocking charges incurred), Sweeney Controls Company's demobilization expenses and other reasonable termination costs, the amount of expected overhead and profit Sweeney Controls Company would have earned on the cancelled portions of the scope of work if not for the customer's default, and any collection costs incurred by Sweeney Controls Company in obtaining payment for its services and deliverables from customer.

ASSIGNMENT: Neither the customer nor Sweeney Controls Company may assign its respective rights and obligations under their agreement without the written consent of the other party. However, Sweeney Controls Company may subcontract or delegate its work obligations to other persons or entities, but will nonetheless be responsible to the customer for the performance of the work as required by the proposal. Both the customer and Sweeney Controls Company agree that there are no third-party beneficiaries to their agreement.

CHOICE OF LAW: The proposal and these terms and conditions will be governed by the laws of North Dakota and

of the United States of America (including the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* with respect to the parties' agreement to arbitrate any dispute arising out of or related to this agreement), without regard to rules governing choice or conflict of laws. The customer and Sweeney Controls Company agree that the proposal is predominately for the performance of services, not for the sale of goods, and further agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to their agreement.

SAVINGS CLAUSE AND WAIVER: If any term of the proposal or these terms and conditions is found to be unenforceable, the remaining terms will remain in effect. The failure of either Sweeney Controls Company or the customer to exercise any rights under their agreement will not be deemed a waiver of such right except as agreed in writing or as otherwise set forth in these terms and conditions.

RESOLUTION NO. 2021-05-01

CITY OF ADA, MINNESOTA

**RESOLUTION CONSENTING TO THE ISSUANCE OF REVENUE BONDS BY
THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY AND APPROVING
A COOPERATION AGREEMENT**

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

Section 1. Definitions. The capitalized terms used in this resolution have the meanings assigned below:

2021 Bonds: means DEDA's revenue bonds, proposed to be issued in one or more series in an aggregate maximum principal amount of \$150,000,000.

Authorized Officers: means the Mayor and Administrator of the City.

Bond Counsel to DEDA: means Fryberger, Buchanan, Smith & Frederick, P.A.

Borrower: means Bridges Care Center.

Benedictine: means Benedictine Health System d/b/a Benedictine, the sole member of the Borrower.

City: means the City of Ada, Minnesota.

City Council: means the governing body of the City.

Cooperation Agreement: means the Cooperation Agreement between DEDA and the City relating to the exercise of joint powers under the Housing Program.

DEDA: means the Duluth Economic Development Authority, Minnesota.

Housing Program: means the Multifamily Housing Development Program attached as Exhibit A.

Host Municipalities: means the Cities of Ada, Byron, Crookston, Hastings, Minneapolis, New Brighton, Osseo, Owatonna, Red Wing, Rochester and Shakopee, Minnesota, DEDA and the Port Authority of Winona.

Prior Bonds: means the City's Multifamily Housing Development Revenue Note, Series 2012A (Bridges Care Center Project).

Prior Bonds Issuer: means the City.

Project: means constructing, improving, renovating, furnishing and equipping senior housing and health care facilities located at 201 Ninth Street West, Ada, Minnesota, by the Borrower.

Section 2. General Recitals.

A. The Prior Bonds Issuer previously issued the Prior Bonds to finance or refinance, as applicable, the Project.

B. The Project is owned and operated by the Borrower as a senior living facility.

C. Through its operation of the Project, the Borrower provides health care and senior housing services available to residents within the jurisdiction of the City and in the surrounding area.

D. We have been informed by Bond Counsel to DEDA that Benedictine has requested that DEDA issue the 2021 Bonds to refund the Prior Bonds and other outstanding obligations incurred by affiliates of Benedictine with respect to senior living facilities located in the jurisdictions of the Host Municipalities.

E. Bond Counsel to DEDA has informed the City that (i) Minnesota Statutes, Section 469.155, subdivision 12 provides that DEDA may issue the 2021 Bonds to refund the Prior Bonds only with the consent of the Prior Bonds Issuer, which is the City; and (ii) since the Project is located within its jurisdiction, Minnesota Statutes, Section 471.656, subdivision 2(2) requires the City Council to consent by resolution to the issuance by DEDA of any portion of the 2021 Bonds allocable to financing or refinancing the Project.

F. The City has previously approved a Housing Program for the Project.

G. In order to permit DEDA to rely on the Housing Program in conjunction with the issuance of the 2021 Bonds, DEDA has requested that the City enter into the Cooperation Agreement.

Section 3. Consent. The City consents to the refunding of the Prior Bonds by DEDA, waives any notice of redemption required to be provided to the City, agrees that all documents for the refunding of the Prior Bonds, including any notices and termination documents, may be given and executed without further consent, action or execution by the City and authorizes Benedictine and its officers and agents to take all actions and execute all documents for the refunding and redemption of the Prior Bonds, including any required notices and termination documents. The City consents to the issuance by DEDA of the 2021 Bonds to finance and/or refinance the Project.

Section 4. Affirmation of the Housing Program. The Housing Program is affirmed and ratified and may be relied upon by DEDA in the issuance of the 2021 Bonds.

Section 5. Approval; Execution and Delivery.

A. The Cooperation Agreement is made a part of this Resolution and is approved in substantially the form on file with the Authorized Officers. The Authorized Officers are authorized and directed to execute and deliver the Cooperation Agreement in substantially the form on file with the Authorized Officers.

B. The execution by the Authorized Officers of the Cooperation Agreement is conclusive evidence of its approval in accordance with the terms of this Resolution.

Section 6. Authorization to Staff. The Authorized Officers and other officers of the City (individually or with one or more other officers of the City or their designees) are authorized and directed to (a) provide a certified copy of this resolution to DEDA or its representatives, along with all proceedings and records of the City relating to the subject matter of this resolution, and any other affidavits and certificates required by DEDA to show the facts relating to the City respecting the subject matter of this resolution, as the facts appear from the books and records in the City's custody and control or as otherwise known to them; and (b) in connection with the Project, the issuance of the 2021 Bonds and the refunding of the Prior Bonds, and on any future date in connection with the 2021 Bonds, take any other action, including holding hearings, or execute other documents, including approvals, consents and certificates, required or deemed appropriate on the request of DEDA or its agents for performance of the City in connection with the subject matter of this resolution.

Adopted May 4, 2021.

Mayor

ATTEST:

Administrator

EXHIBIT A

MULTIFAMILY HOUSING DEVELOPMENT PROGRAM

City of Ada, Minnesota
(Bridges Care Center)

I. GENERAL DESCRIPTION OF THE PROGRAM

Bridges Care Center (the "Corporation") intends to construct and equip an 18-unit assisted living facility (the "Program" or the "Rental Housing"). The Corporation will make necessary services available to the residents of the Rental Housing. These services will include Class F Home Care services, dietary, housekeeping, laundry, two meals a day, therapy and administrative. Market rents for the units are projected to not exceed \$1,895 per month for 1-bedroom units; \$2,095 per month for 1-bedroom units with a den and \$2,295 per month for 2-bedroom units. Rents will increase annually with the cost of inflation. Eleven garages are available for rents projected to be \$50 per month. Rents include management, maintenance, heat, water and sewer, electricity, garbage, basic phone, cable and wireless internet, property taxes, insurance and other services. The total cost of the project is estimated to be \$4,100,000.

II. GEOGRAPHIC LOCATION TO WHICH THE PROGRAM WILL BE LIMITED

The Program is located at 201 9th Street W. in the City of Ada, Minnesota (the "City") and is intended to serve the persons within the Corporation's service area which includes the City and the surrounding area.

III. ESTIMATED AMOUNTS AND TIMING OF THE SALE OF REVENUE OBLIGATIONS REQUIRED TO FINANCE THE PROGRAM

- A. *Amount of Revenue Obligations.* The Corporation has proposed that the City issue revenue obligations in one or more series in an estimated total amount not to exceed \$3,500,000, to finance this Program pursuant to the authority of Minnesota Statutes, Chapter 462C, as the same may be amended from time to time (the "Act") and Section 145 of the Internal Revenue Code of 1986, as amended. The term of the revenue obligations will not exceed 30 years and the initial interest rate is not expected to exceed five percent per annum. The interest rate will be adjusted based on the then current Federal Home Loan Bank of Des Moines Fixed Advance Rates.
- B. *Timing of the Sale of the Revenue Obligations.* A prospective purchaser for the revenue obligations has been identified, subject to approval by the City. Closing on the financing transaction is expected to be before August 1, 2012.
- C. *Funding of Appropriate Reserves.* It is expected that no reserves for debt service or operations will be required.

- D. *Payment of Costs of Issuance.* Proceeds of the obligations, along with the Corporation's equity will be used to provide funds for payment costs of issuance. Not more than two percent of the proceeds of the revenue obligations will be allocated to payment of costs of issuance.

IV. METHODS FOR MONITORING THE IMPLEMENTATION OF THE PROGRAM

The Program will be monitored by the Corporation. The Corporation will oversee the day to day operations of the Rental Housing. The Corporation or its agent will require all residents of the Rental Housing to be elderly or handicapped persons. All applications from prospective occupants taken by the Corporation or its agents will be kept on file for three years. The Corporation will provide a certification to the City at its request, certifying that the Corporation is complying with the limitations set forth herein. In addition, the Rental Housing is subject to City inspections every three years for code compliance, since the Rental Housing will have to have a City rental license as a condition of occupancy.

V. ANALYSIS OF HOW THE PROGRAM WILL MEET THE NEEDS OF ELDERLY AND HANDICAPPED PERSONS

- A. The need for the Rental Housing and for the assistance to be provided hereunder is found to exist by the virtue of the City's discussions with private developers and the City's recent experience in attempting to promote or encourage private enterprise to promote the development of multi-family rental housing for elderly and handicapped persons. The City believes that the Rental Housing will help meet the identified needs under the Program. The Rental Housing is an appropriate land use for its location within the City.
- B. *Need for the Development.* The Program is in furtherance of the City's prior and current findings and determinations that:
 - 1. the preservation of the quality of life in the City is in part dependent upon the maintenance and provision of adequate, decent, safe, sanitary and affordable housing stock;
 - 2. accomplishing the goals of the Program is a public purpose and will benefit the residents of the City;
 - 3. the need exists within the City to provide in a timely fashion additional affordable rental housing to and for the benefit of elderly and handicapped persons residing and expected to reside within the City;
 - 4. there exists or are expected to exist persons and families within the City who are and will be able to benefit from and are in need of the Program;

5. the Program is necessary in view of the limited resources that may be available to such persons relative to the expenses involved in accomplishing the type of objectives outlined in the Program in the absence of one or more of the forms of assistance described herein or otherwise available pursuant to the Act;
6. the City has found and hereby reaffirms the determination that such forms of assistance are often necessary for the benefit of such persons, families and goals;
7. the successful implementation of the objectives of the kind described in the Program has been found to provide impetus for the development of other housing in the City, as well as the general development of the City by other persons who are not beneficiaries of such governmentally sponsored or assisted activities; and
8. there exists a need for multi-family rental housing to provide rental housing opportunities for elderly and handicapped persons which is not being filled by private enterprise alone due to a variety of factors, including the fact that the cost of new construction of multi-family rental units for elderly and handicapped persons may in many cases prove economically unfeasible, given prevailing area rental levels, and that therefore appropriate levels of public assistance may be helpful and necessary in bridging the gap.

VI. INCOME LIMITATION

- A. Because the Rental Housing consists of rental housing for elderly and handicapped persons, the income and rental limitations set forth in the Act do not apply. However, the City has agreed to provide tax increment financing to assist the Rental Housing. In conjunction with such assistance, Minnesota Statutes, Section 469.1761, Subdivision 3 imposes income limitations on the Rental Housing as a precondition to the receipt of tax increment assistance by the Corporation.
- B. The Corporation has entered into a Contract for Private Development with the City (the "Development Agreement"). In the Development Agreement the Corporation has agreed that at least 40% of the rental units in the Rental Housing must be occupied by Qualifying Tenants. "Qualifying Tenants" shall mean those persons and families (treating all occupants of a unit as a single family) who shall be determined from time to time by the Corporation to be eligible as individuals whose income is 60% or less of area median gross income within the meaning of Section 142(d)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"). In determining the applicable income limit, the Corporation shall apply the provisions of Revenue Ruling 89-24. "Income" must be determined in a manner consistent with determinations of lower income families under Section 8

of the United States Housing Act of 1937 (and as presently set forth in 24 CFR 813.106).

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**EXTRACT OF MINUTES OF A REGULAR MEETING OF THE
CITY OF ADA, MINNESOTA**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Ada, Minnesota, was held at the Council Chambers, City Hall, 15 Fourth Avenue East located in Ada, Minnesota, on May 4, 2021, at 6:00 p.m.

The following members were present: _____

and the following members were absent: _____

MOTION: Member _____ moved to adopt Resolution No. _____, entitled "Resolution Consenting to the Issuance of Revenue Bonds by the Duluth Economic Development Authority and Approving a Cooperation Agreement."

SECOND: Member _____

RESULT: On a roll call vote the motion was carried.

Ayes: _____

Nays: _____

Not Voting: _____

Absent: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF NORMAN

I, the undersigned, the duly qualified and acting Administrator of the City of Ada, Minnesota (the "Municipality"), do certify that (i) I am the official custodian of the records of the Municipality; and (ii) I have compared the attached copies with the original records of the Municipality:

- a. Resolution Consenting to the Issuance of Revenue Bonds by the Duluth Economic Development Authority and Approving a Cooperation Agreement (the "Resolution"), and
- b. An Extract of Minutes of a meeting of the Governing Body of the Municipality duly called and held May 4, 2021, at which a quorum was present and acting throughout showing attendance by the members of the Governing Body at such meeting and the manner of voting on the Resolution.

I further certify that the attached copies (i) are each a true and correct transcript taken from the records of the Municipality; (ii) have not in any manner been repealed, amended or changed; and (iii) remain in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as Administrator of the Municipality, on May 4, 2021.

Administrator

COOPERATION AGREEMENT

Benedictine Health System Project

This COOPERATION AGREEMENT dated as of _____, 2021 (this "Agreement") is being entered into between the DULUTH ECONOMIC DEVELOPMENT AUTHORITY, St. Louis County, a public body, corporate and politic and political subdivision organized and existing under the laws of the State of Minnesota (the "Issuer"); and the CITY OF ADA, Norman County, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota (the "Host Municipality").

Section 1. Definitions. The capitalized terms used in this resolution have the meanings assigned in the initial paragraph above and below:

Acts: means the Housing Act and Minnesota Statutes, Section 469.152 through 169.165, as amended.

2021 Bonds: means the Issuer's revenue bonds, proposed to be issued in one or more series in an aggregate maximum principal amount of \$150,000,000.

Bond Counsel: means Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel.

Borrower: means Bridges Care Center.

Benedictine: means Benedictine Health System, d/b/a Benedictine, the sole member of the Borrower.

Housing Act: means Minnesota Statutes, Chapter 462C.

Housing Program: means the Multifamily Housing Development Program of the Host Municipality attached as Exhibit A.

Other Host Municipalities: means the Cities of Byron, Crookston, Hastings, Minneapolis, New Brighton, Osseo, Owatonna, Red Wing, Rochester and Shakopee, Minnesota, the Issuer and the Port Authority of Winona.

Parties: means the Issuer and the Host Municipality.

Prior Bonds: means the Host Municipality's Multifamily Housing Development Revenue Note, Series 2012A (Bridges Care Center Project).

Prior Bonds Issuer: means the Host Municipality.

Project: means constructing, improving, renovating, furnishing and equipping senior housing and health care facilities located at 201 Ninth Street West, Ada, Minnesota, by the Borrower.

Section 2. General Recitals. The Parties make the following recitals of fact:

(a) The Prior Bonds Issuer issued the Prior Bonds to finance or refinance the Housing Program for the Project.

(b) Benedictine, on behalf of the Borrower has requested the Issuer to issue the 2021 Bonds pursuant to the Acts to, in part, refinance the Prior Bonds and other outstanding obligations incurred by affiliates of Benedictine with respect to facilities located in the Host Municipality and the Other Host Municipalities.

(c) The Issuer wishes to enter into this Agreement for the purpose of meeting the legal requirements applicable to the issuance of the 2021 Bonds.

Section 2. Purpose of this Agreement.

(a) Bond Counsel has advised the Parties that:

(i) The legal authority for the issuance of the 2021 Bonds is the Acts.

(ii) The Housing Program is a condition precedent to the issuance of the 2021 Bonds.

(iii) By entering into this Agreement with the Host Municipality, the Issuer will be able to rely on the Housing Program for the purpose of issuing the 2021 Bonds.

(iv) This Agreement constitutes a joint powers agreement under Minnesota Statutes, Sections 471.59.

(v) The Issuer will be entering into an agreement substantially similar to this Agreement with each of the Other Host Municipalities.

(b) This Agreement is entered into for the purpose of facilitating the issuance of the 2021 Bonds by the Issuer to refinance the Housing Program and the Project.

Section 3. Findings. It is in the best interest of the Parties to cooperate and facilitate the issuance of the 2021 Bonds by the Issuer as requested by Benedictine on behalf of the Borrower in order to continue the Project operations as a senior living facility in the Host Municipality and support the operations of Benedictine senior living facilities in the jurisdiction of the Issuer.

Section 4. Consent. The Host Municipality consents to the use by the Issuer of the Housing Program and authorizes the Issuer to rely on the Housing Program in connection with the issuance of the 2021 Bonds, subject to the terms and conditions set forth in this Agreement.

Section 5. Special Limited Obligations. The 2021 Bonds shall be special, limited obligations of the Issuer and shall not be payable from nor charged against any funds of any of the Parties, nor shall any of the Parties be subject to any liability thereon, nor shall any holder of the 2021 Bonds ever have the right to compel any exercise of the taxing power of any of the Parties to pay the 2021 Bonds or the interest thereon, nor to enforce payment against any property of any of the Parties, nor shall the 2021 Bonds constitute a charge, lien or encumbrance, legal or equitable, upon any property of any of the Parties, nor shall the 2021 Bonds constitute a debt of any of the Parties within the meaning of any constitutional or statutory limitation.

Section 6. Term. This Agreement shall terminate upon the earlier of: (a) defeasance of the 2021 Bonds or any obligations which refund the 2021 Bonds; (b) final maturity and payment

of the 2021 Bonds or any obligations which refund the 2021 Bonds; or (c) payment in full of the 2021 Bonds or any obligations which refund the 2021 Bonds prior to their final maturity.

Section 7. Distribution of Assets. Upon termination of this Agreement, any property acquired pursuant to this Agreement and any surplus moneys shall be distributed according to the documents entered into by the Issuer in connection with the issuance of the 2021 Bonds.

Section 8. Amendments. This Agreement may not be amended while any portion of the 2021 Bonds or any obligations which refund the 2021 Bonds remain outstanding, unless such amendment has been requested by Benedictine on behalf of the Borrower, the Parties agree to such amendment in writing, and the Issuer has received the opinion of nationally-recognized bond counsel that such amendment will not adversely affect the tax-exempt status of the 2021 Bonds or any obligations which refund the 2021 Bonds.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but which together will constitute one and the same instrument.

Section 10. No Bank Qualification. The 2021 Bonds will not be designated as "qualified tax-exempt obligations" under Section 265(b)(3) of the Internal Revenue Code of 1986.

Section 11. Certification. Attached as Exhibit A is a true and correct copy of the Housing Program approved and adopted by the Host Municipality on July 10, 2012. The Housing Program is in full force and effect, and has not been amended, modified, rescinded or revoked since its adoption except as shown in Exhibit A.

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the Parties have caused their names to be signed by their respective officers thereunto duly authorized, as of the day and year first above written.

DULUTH ECONOMIC DEVELOPMENT
AUTHORITY

By _____
Its President

By _____
Its Secretary

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(Signature page to Cooperation Agreement between the Duluth Economic Development Authority and the City of Ada, Minnesota – Benedictine Health System Project)

CITY OF ADA, MINNESOTA

By _____
Mayor

By _____
Administrator

(Signature page to Cooperation Agreement between the Duluth Economic Development
Authority and the City of Ada, Minnesota – Benedictine Health System Project)

EXHIBIT A HOUSING PROGRAM

MULTIFAMILY HOUSING DEVELOPMENT PROGRAM

City of Ada, Minnesota
(Bridges Care Center)

I. GENERAL DESCRIPTION OF THE PROGRAM

Bridges Care Center (the "Corporation") intends to construct and equip an 18-unit assisted living facility (the "Program" or the "Rental Housing"). The Corporation will make necessary services available to the residents of the Rental Housing. These services will include Class F Home Care services, dietary, housekeeping, laundry, two meals a day, therapy and administrative. Market rents for the units are projected to not exceed \$1,895 per month for 1-bedroom units; \$2,095 per month for 1-bedroom units with a den and \$2,295 per month for 2-bedroom units. Rents will increase annually with the cost of inflation. Eleven garages are available for rents projected to be \$50 per month. Rents include management, maintenance, heat, water and sewer, electricity, garbage, basic phone, cable and wireless internet, property taxes, insurance and other services. The total cost of the project is estimated to be \$4,100,000.

II. GEOGRAPHIC LOCATION TO WHICH THE PROGRAM WILL BE LIMITED

The Program is located at 201 9th Street W. in the City of Ada, Minnesota (the "City") and is intended to serve the persons within the Corporation's service area which includes the City and the surrounding area.

III. ESTIMATED AMOUNTS AND TIMING OF THE SALE OF REVENUE OBLIGATIONS REQUIRED TO FINANCE THE PROGRAM

- A. *Amount of Revenue Obligations.* The Corporation has proposed that the City issue revenue obligations in one or more series in an estimated total amount not to exceed \$3,500,000, to finance this Program pursuant to the authority of Minnesota Statutes, Chapter 462C, as the same may be amended from time to time (the "Act") and Section 145 of the Internal Revenue Code of 1986, as amended. The term of the revenue obligations will not exceed 30 years and the initial interest rate is not expected to exceed five percent per annum. The interest rate will be adjusted based on the then current Federal Home Loan Bank of Des Moines Fixed Advance Rates.
- B. *Timing of the Sale of the Revenue Obligations.* A prospective purchaser for the revenue obligations has been identified, subject to approval by the City. Closing on the financing transaction is expected to be before August 1, 2012.
- C. *Funding of Appropriate Reserves.* It is expected that no reserves for debt service or operations will be required.

- D. *Payment of Costs of Issuance.* Proceeds of the obligations, along with the Corporation's equity will be used to provide funds for payment costs of issuance. Not more than two percent of the proceeds of the revenue obligations will be allocated to payment of costs of issuance.

IV. METHODS FOR MONITORING THE IMPLEMENTATION OF THE PROGRAM

The Program will be monitored by the Corporation. The Corporation will oversee the day to day operations of the Rental Housing. The Corporation or its agent will require all residents of the Rental Housing to be elderly or handicapped persons. All applications from prospective occupants taken by the Corporation or its agents will be kept on file for three years. The Corporation will provide a certification to the City at its request, certifying that the Corporation is complying with the limitations set forth herein. In addition, the Rental Housing is subject to City inspections every three years for code compliance, since the Rental Housing will have to have a City rental license as a condition of occupancy.

V. ANALYSIS OF HOW THE PROGRAM WILL MEET THE NEEDS OF ELDERLY AND HANDICAPPED PERSONS

- A. The need for the Rental Housing and for the assistance to be provided hereunder is found to exist by the virtue of the City's discussions with private developers and the City's recent experience in attempting to promote or encourage private enterprise to promote the development of multi-family rental housing for elderly and handicapped persons. The City believes that the Rental Housing will help meet the identified needs under the Program. The Rental Housing is an appropriate land use for its location within the City.
- B. *Need for the Development.* The Program is in furtherance of the City's prior and current findings and determinations that:
 - 1. the preservation of the quality of life in the City is in part dependent upon the maintenance and provision of adequate, decent, safe, sanitary and affordable housing stock;
 - 2. accomplishing the goals of the Program is a public purpose and will benefit the residents of the City;
 - 3. the need exists within the City to provide in a timely fashion additional affordable rental housing to and for the benefit of elderly and handicapped persons residing and expected to reside within the City;
 - 4. there exists or are expected to exist persons and families within the City who are and will be able to benefit from and are in need of the Program;

5. the Program is necessary in view of the limited resources that may be available to such persons relative to the expenses involved in accomplishing the type of objectives outlined in the Program in the absence of one or more of the forms of assistance described herein or otherwise available pursuant to the Act;
6. the City has found and hereby reaffirms the determination that such forms of assistance are often necessary for the benefit of such persons, families and goals;
7. the successful implementation of the objectives of the kind described in the Program has been found to provide impetus for the development of other housing in the City, as well as the general development of the City by other persons who are not beneficiaries of such governmentally sponsored or assisted activities; and
8. there exists a need for multi-family rental housing to provide rental housing opportunities for elderly and handicapped persons which is not being filled by private enterprise alone due to a variety of factors, including the fact that the cost of new construction of multi-family rental units for elderly and handicapped persons may in many cases prove economically unfeasible, given prevailing area rental levels, and that therefore appropriate levels of public assistance may be helpful and necessary in bridging the gap.

VI. INCOME LIMITATION

- A. Because the Rental Housing consists of rental housing for elderly and handicapped persons, the income and rental limitations set forth in the Act do not apply. However, the City has agreed to provide tax increment financing to assist the Rental Housing. In conjunction with such assistance, Minnesota Statutes, Section 469.1761, Subdivision 3 imposes income limitations on the Rental Housing as a precondition to the receipt of tax increment assistance by the Corporation.
- B. The Corporation has entered into a Contract for Private Development with the City (the "Development Agreement"). In the Development Agreement the Corporation has agreed that at least 40% of the rental units in the Rental Housing must be occupied by Qualifying Tenants. "Qualifying Tenants" shall mean those persons and families (treating all occupants of a unit as a single family) who shall be determined from time to time by the Corporation to be eligible as individuals whose income is 60% or less of area median gross income within the meaning of Section 142(d)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code"). In determining the applicable income limit, the Corporation shall apply the provisions of Revenue Ruling 89-24. "Income" must be determined in a manner consistent with determinations of lower income families under Section 8

of the United States Housing Act of 1937 (and as presently set forth in 24 CFR
813.106).

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PUBLIC SAFETY COMMITTEE MEETING
Public Safety Meeting
Wednesday, March 17th , 2021
5:30 p.m.

PRESENT: **JODY BUENG**
 STEVE PETRY
 SHAUN ROUX
 DEAN KNUTSEN
 BARB KESSELBERG
 ASHLEY LARSON

ABSENT: KIM LEWIS

1. Meeting called to order at 5:33 p.m.
2. Roll call.
3. Last Minutes approved.
4. Additions to the agenda: #1-PS-Part-time Officer. #2 PS-Cars At Public Works

FIRE DEPARTMENT:

1. Steve P. Reported that he had no fire Department items.

POLICE

1. Blight was discussed. Talked ensued about 3 Properties around town and how progress with those propereties owners was progressing
2. The vehicles behind Public Works were discussed. Jody mentioned speaking to Joe Fiegel about possible removal. Jody will contact James Brue about the situation as far as releasing the cars legally.
3. PT Officer-aded by Ashley Larson- Ashley asked for an update on the PT officer. Jody said he spoke to Ezra. Ezra is interested in getting some training started again. Jody stated that he needs to get the part-time officer trained in firearms and Emergency Vehicle Operations before he can carry a weapon or drive the Police Car. Both trainings will be looked into as far as timetables for completion.

Motion to Adjourn meeting at 1811 Hrs. –Barb K. 2nd-Shaun R.

PUBLIC SAFETY COMMITTEE MEETING
Public Safety Meeting
Wednesday April 21st, 2021
6:00 p.m.

PRESENT: **JODY BUENG**
 KIM LEWIS
 DAVE DAHL
 BARB KESSELBERG
 STEVE PETRY
 DEAN KNUTSON
 SHAWN ROUX

ABSENT: NONE

1. Meeting called to order at 6:00 p.m.
2. Roll call. All Present,
3. Last Minutes approved.
4. Additions to current agenda-None

FIRE DEPARTMENT:

1. Steve Talked about the City's ISO rating stayed at Level 4. Same as last year.
2. Steve announced Fire Department election results.
 1. Steve Petry voted as Fire Chief, Bruce Visser voted as assistant.
 2. Steve talked to the group about doing an auto extrication exercise in June for training firemen.

POLICE DEPARTMENT:

1. Jody reported that Blight issues around town are getting resolved. Several persons have had citations sent to them and several have abided by the letter from the Police Department and have cleaned their property. Discussion on other properties around town that may need letters ensued.

Motion to adjourn meeting. Dave Dahl Seconded by Shawn Roux.

Meeting adjourned at 7:05 p.m.

City of Ada - EDA Minutes – April 29, 2021

Roll call: Members Present: John, Jim, Greg, Rodney, Kim, Crystal

Other attendees: N/A

Approval of Previous Meeting Minutes: Approved - Motion by Rodney, 2nd Kim

Treasurer's Report: All loans are current, see attached.

Old Business:

- **AAPC:** Greg stated there is potentially rental space available there currently. No other updates.
- **City:** "Did You Know?" Campaign is needing ideas. Get these to Jim and/or Ashley. City Council accepted the offer for the industrial lot – signed paperwork will be presented at May City Council meeting next week.
- **NCEDA:** Barrick Farms provided update on project at last NCEDA meeting. First building is up, with them hoping to have the second up by the end of May. Employment opportunities available. Starting pay \$14/hr.

New Business:

Business Development: Jim shared with the group an idea from LeeAnn Hall regarding the shop local campaign. Lawn signs will be ordered that simply state "shop local" to place around town. There will be 50 signs in and around Ada.

Office Vacancies: Available office space options have been requested in town. The group discussed possible options we knew of. John will follow up with those and see if any have available office space to rent.

Applications (Demo & Loan) Updates: None

Announcement: Greg announced that next month will be his last meeting with us as he is retiring. The group will be seeking a new member from the community to join the committee.

NEXT MEETING DATE: May 27, 2021, at 7:00 a.m. – Event Center Meeting Room

ADJOURNMENT: Motion to adjourn made by Kim, 2nd by Rodney.