

City of Ada
Meeting of the City Council
Tuesday, May 5th at 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 14, 2020 Council Meeting minutes
 - B.** City Pre-paid checks in the amount of \$169,634.17
 - C.** City Accounts payables in the amount of \$18,567.13

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

- VII. Presentations with possible discussion and decision.**
 - A.** Moore Engineering Update
 - a. Park Street Project
 - b. Braun Proposal for Construction Materials Testing Service

- VIII. Reports of Department Heads and Committees**
 - A.** Mayors Report
 - 1) EDA RLF Update
 - 2) Elections 2020

 - B.** Administrator / Clerk / Treasurer Report.
 - 1) Department Updates
 - 2) Public Works
 - i.** Summer Workers
 - ii.** Update on employees

iii. City Boulevards

iv. Mowing Contracts

3) 2020 High School Senior Recognition and Promotion of Local Businesses

4) Wellhead Protection Plan Update- June 1st Proposal Deadline.

IX. Old Business

A. Main Street Bar Utilities

XII. New Business

A. Kaleidoscope Guests,

B. Mosquito Spraying

C. Resolution 2020-05-01 Sale of Land in the Rage Addition

XIII. Adjournment

City of Ada
Meeting of the City Council
Tuesday, April 14, 2020 at 6:00 P.M. – Council Chambers

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- V. Consent Agenda** – *These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.*
 - A.** March 10 Council Meeting minutes
 - B.** March Emergency Council Meeting minutes
 - C.** City Pre-paid checks in the amount of \$167,540.16
 - D.** City Accounts payables in the amount of \$34,424.78
 - E.** Approval of annual liquor licenses

Motion by Member Krieger seconded by Member Opheim to accept the Consent Agenda. Voting For: Opheim, Nelson, Mathsen, Roux, Lewis, Stene, and Krieger. Against NONE Motion passes.

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

- VII. Presentations with possible discussion and decision.**
 - A.** Moore Engineering Update
 - a. Award Bids for Water Tower and Lift Stations Projects

Tyson Hyjack of Moore Engineering updated council regarding bids to the water tower project and lift station project. Tyson presented the council with the award of bid letters for Spruce Valley Corporation for the lift station project and LC United Painting for the water tower project.

 - b. Resolution 2020-04-01 Accepting Bid

Motion by Member Mathsen seconded by Member Krieger to approve the Resolution 2020-04-01 Accepting Bid By Roll Call Vote For: Opheim, Nelson, Roux, Lewis, Mathsen, Stene, and Krieger. Against NONE Motion passes.

c. Resolution 2020-04-02 Accepting Bid

Motion by Member Opheim seconded by Member Mathsen to approve the Resolution 2020-04-02 Accepting Bid By Roll Call Vote For: Opheim, Nelson, Roux, Lewis, Mathsen, Stene, and Krieger. Against NONE Motion passes.

VIII. Reports of Department Heads and Committees

A. Mayors Report

1) EDA RFL Update

Mayor Hintz provided an update to the Council. The EDA has made available USDA revolving loan funds for small businesses to utilize towards COVID-19 hardships. The EDA set aside \$24,000 towards eight \$3000 loans with 1% interest which repayments are deferred for 60 days. Currently, six \$3000 loans have been paid to local small businesses.

2) NCEDA Update

Mayor Hintz informed the council the NCEDA also has low interest revolving loans funds available to small businesses in Ada.

B. Administrator / Clerk / Treasurer Report.

1) Department Updates

Administrator Larson updated council regarding the departments within the City. Public Works is currently staggering shifts among the department to reduce the risk of spreading COVID 19. They are currently busy with tree branch removal, equipment maintenance, flood preparation, and Dekko Center maintenance projects. The Liquor Store sales for the month of March was \$10,000 higher than the previous year. Sales and operations have been very busy. The Dekko Community Center still remains closed. Brianna has repainted the weight room, cleaned all areas of the facility, and is currently preparing for a locker room remodel. The Police Department has seen a rise in calls during the “Stay at Home Order” They are taking all recommended precautions to keep their employees safe.

2) COVID-19 Updates

Administrator Larson informed the Council of the weekly meetings held with Norman Mahnomen Public Health regarding COVID-19 and precautions to take. The “Stay at Home” order was extended by Governor Walz through May 4th. At this time, City Hall offices are operating normal hours but is closed to the public. The City has remained in constant contact with Ada Borup Public Schools, Essentia Health of Ada, and Norman Mahnomen Public Health.

3) Main Street Bar

Main Street Bar, had approached the council about potential rent and utility forgiveness for the months they are unable to be open.

Councilmember Opheim made a motion in support of forgiving rent and utility payments for the months operation is closed, no second, motion died.

Councilmember Mathsen made a motion to require the \$500 utility payment from Main Street Bar each month and to defer the \$500 rent payments for the months operation is closed. Main Street Bar would have until the end of 2020 to make good on rent from the period they were closed. Second by Councilmember Stene. By Roll Call Vote For: Opheim, Nelson, Roux, Lewis, Mathsen,. Against NONE Motion passes.

4) Clean Up Week -Postponed

It was also announced at the council meeting that annual clean-up week scheduled for early May has been put on hold for now.

IX. Old Business

A. 2nd Reading Ordinance 482 An ordinance amending Ordinance No. 281 Sec. 6-51 Intoxicating Liquor Licenses

Motion by Member Opheim seconded by Member Krieger to approve the 2nd Reading Ordinance 482 amending Ordinance No. 281 Sec. 6-51 Intoxicating Liquor Licenses. By Roll Call Vote For: Opheim, Nelson, Roux, Lewis, Mathsen, Stene and Krieger. Against NONE Motion passes.

XII. New Business

A. Kaleidoscope Guests,

There will be no kaleidoscope guests for April.

XIII. Adjournment

Motion by Member Mathsen seconded by Member Stene to adjourn the meeting at 6:48pm. Voting For: Opheim, Nelson, Roux, Lewis, Mathsen, Stene and Krieger. Against NONE Motion passes.

Mayor Hintz appearing by video conference at 405 W. Thorpe Ave. Ada
Member Stene appearing by video conference at 306 6th Ave W Ada
Member Krieger appearing by video conference at 208 6th Ave W Ada
Member Opheim appearing by video conference at 503 Lily Lane
Member Nelson appearing by video conference at 209 Jamison Dr. Ada
Member Lewis appearing by video conference at 113 Main St. W Ada
Member Mathsen appearing by video conference at 608 3rd Ave E Ada
Member Roux appearing by video conference at 506 W. 6th St. Ada

ACCOUNT PAYABLE - APRIL 2020
 REGULAR COUNCIL MEETING
 Tuesday, May 5, 2020

* - Added or Revised amounts

ADA BUILDING CENTER		
ADA-FELTON COUNTRY STORE	PW FUEL	\$ 134.25
AL'S DISPOSAL	APRIL DUMPSTER RENT - PW, DEKKO, EC, LIQUOR STORE	\$ 117.24
AMERIPRIDE	POLICE MATS	
AMERIPRIDE	LIQUOR- MATS, TOWELS, MOPS	\$ 80.30
AMERIPRIDE	PW- MOPS, TOWELS, MATS	\$ 87.08
AUTO VALUE	PW- TRUST START FLUID, BATTERIES	\$ 252.96
BORDER STATES	ELECTRIC PARTS	\$ 2,281.35
COCA-COLA BOTTLING	LQR- POP	\$ 132.00
ECOLAB	POLICE RODENT/ANT PROGRAM, QUIKARE MLD	\$ 188.57
FERGUSON WATERWORKS	PW- METER READER ANTENNA	\$ 124.25
GODFATHER'S EXTERMINATING	LIQUOR ODOR UNIT	\$ 7.48
HAWKINS	PW WATER CHEMICAL	\$ 2,919.93
HUGHES LIFT STATION SERVICES	PW- KURPIUS LIFT STATION LABOR	\$ 223.00
INDEPTH INSPECTION	APRIL BLDING PERMIT SERVICES	\$ 888.89
KRJB RADIO	COUNCIL- ANNUAL,	
KRJB RADIO	DEKKO- ANNUAL CONTRACT	
KRJB RADIO	LIQUOR- ADV-ANNUAL, EASTER WINE, PROMOS	
MCCOLLUM HARDWARE, INC	POLICE SUPLS- TRASH BAGS	\$ 11.99
MCCOLLUM HARDWARE, INC	PW-SUPLS	
MCCOLLUM HARDWARE, INC	LQR- BLEACH, ACRYLIC, CORD	\$ 95.73
MCCOLLUM HARDWARE, INC	DEKKO- CLEANER, CHEMICALS,	
NORMAN COUNTY INDEX	CITY ADMIN AD,	
NORMAN COUNTY INDEX	PW- DRINKING WATER REPORT	\$ 340.00
NOTCH MANUFACTURING	PW- CUTTING EDGE	\$ 734.00
OFFICE SUPPLIES		
OFFICE SUPPLIES	POLICE- OFFICE SUPLS, TRASH BAGS, HAND WASH	\$ 260.15
OFFICE SUPPLIES	LIQUOR- BATTERIES, WIRELESS MOUSE, OFFICE SUPLS, MONITOR, TONER, ETHERNET CABLE	\$ 389.69
PEMBERTON, SORLIE, RUFER & KERSHNER	MARCH- GENERAL ATTORNEY FEES	\$ 642.50

PETRO SERVE USA	PW FUEL	\$ 501.98
PETRO SERVE USA	POLICE FUEL	\$ 75.29
PRODUCTIVITY PLUS-TITAN	PW PARTS- #444 MUD FLAP KIT	\$ 165.98
RMB ENVIRONMENTAL LAB	PW- COLIFORM BACTERIA	\$ 35.00
SUPERMARKET FOODS	LQR POP	\$ 43.93
WATER & LIGHT FUND	APRIL UTILITIES	\$ 7,833.59
TOTALS		<u>\$ 18,567.13</u>

PRE-PAID CHECKS - for April 2020

80874	WEST MAIN PIZZA	4/2/20	\$3,000.00	COVID 19 EDA LOAN
80882	AASLAND, GERRIE JO	4/8/20	\$45.09	LIQUOR- CARRY OUT BAGS
80883	ADA CHIROPRACTIC CLINIC	4/8/20	\$3,000.00	EDA LOAN-COVID19
80884	ARVIG ENTERPRISES	4/8/20	\$760.07	CH-APRIL RENT
80885	BEVERAGE WHOLESALERS, INC	4/8/20	\$949.78	BEER
80886	BOOM ISLAND BREWING	4/8/20	\$63.00	BEER
80887	BREAKTHRU BEVERAGE	4/8/20	\$440.96	LIQUOR
80888	COUNTRY LOOKS & LOGOS	4/8/20	\$3,000.00	EDA LOAN-COVID19
80889	DEPT OF ENERGY WAPA	4/8/20	\$28,373.61	MARCH ENERGY
80890	D-S BEVERAGES	4/8/20	\$1,839.10	BEER
80891	FP MAILING SOLUTIONS	4/8/20	\$105.00	POSTBASE METER LEASE
80892	GREAT PLAINS FIRE, INC.	4/8/20	\$7,921.67	FIRE- 20LB WASHER,HOODS
80893	JOHNSON BROS WHLSE LIQUOR C	4/8/20	\$271.66	LIQUOR
80894	LARSON, ASHLEY	4/8/20	\$50.00	MARCH CELL PHONE USE
80895	MCKINNON CO., INC.	4/8/20	\$3,949.35	BEER
80896	NORMAN CO. AUDITOR/TREASURE	4/8/20	\$150.00	AUDITOR CERT OF TAXES
80897	NORTHERN STATES POWER CO.	4/8/20	\$769.00	MARCH DISTRIBUTION FACILITIES CHR
80898	PAUSTIS WINE COMPANY	4/8/20	\$787.10	LIQUOR
80899	PHILLIPS WINE & SPIRITS CO.	4/8/20	\$1,627.06	LIQUOR
80900	READITECH SOLUTIONS	4/8/20	\$82.00	APRIL HOST
80901	THRIVE MESSAGE LLC	4/8/20	\$3,000.00	EDA LOAN- COVID19
80902	VEGA, ERICA	4/8/20	\$30.00	EC RENT REFUND
80903	VERIZON WIRELESS	4/8/20	\$221.14	POLICE-JETPACK, CELL PHONES
80904	WINE MERCHANTS	4/8/20	\$61.99	WINE
80945	ADA-FELTON COUNTRY STORE	4/15/20	\$213.16	POLICE FUEL
80946	ARVIG	4/15/20	\$1,915.03	PHONE, INTERNET
80947	BELLBOY CORPORATION	4/15/20	\$203.92	LIQUOR
80948	D-S BEVERAGES	4/15/20	\$594.40	BEER

80949	HENRY'S FOODS, INC	4/15/20	\$158.84	LIQUOR- PAPER TOWELS,BAGS, JUICE
80950	MAIN STREET BAR LLC	4/15/20	\$3,000.00	COVID LOAN
80951	MORRIS ELECTRONICS	4/15/20	\$6,516.51	POLICE- WP OFFICE SOFTWARE, COMPUTER, DOCKING STATION
80952	PLASTIC LUMBER YARD	4/15/20	\$8,428.68	BASEBALL FIELD BLEACHERS
80953	RED RIVER VALLEY CO-OP POWER	4/15/20	\$314.82	UTILITIES
80954	SOUTHERN GLAZERS OF MN	4/15/20	\$648.90	LIQUOR
80955	VERIZON WIRELESS	4/15/20	\$30.68	PW- APRIL CELL PHONE
80956	XCEL/NORTHERN STATES POWER	4/15/20	\$46,377.56	MARCH ENERGY
80973	ARTISAN BEER COMPANY	4/29/20	\$36.90	BEER
80974	AUTO VALUE-ADA	4/29/20	\$153.77	FIRE- FLOOR DRY, OPTISORB
80975	BEVERAGE WHOLESALERS, INC	4/29/20	\$883.70	BEER
80976	CARDMEMBER SERVICES	4/29/20	\$375.90	COUNCIL-BOXCAST LIVE STRM,SPLASHTOP,ADOBE
80977	CINTAS	4/29/20	\$66.26	EC- MATS
80978	DEFIANT DISTRIBUTORS	4/29/20	\$225.00	LQR
80979	D-S BEVERAGES	4/29/20	\$16,115.85	BEER
80980	DVS RENEWAL	4/29/20	\$19.25	PW TABS- 19 DODGE RAM
80981	FEDERAL LICENSING, INC.	4/29/20	\$124.00	PW- TWO-WAY RADIO LICENSE
80982	INFORMATION SYSTEMS CORP.	4/29/20	\$795.00	LIBRARY-MICROFILM STORAGE
80983	JOHNSON BROS WHLSE LIQUOR C	4/29/20	\$2,151.15	LIQUOR
80984	MCKINNON CO., INC.	4/29/20	\$4,949.20	BEER
80985	PAUSTIS WINE COMPANY	4/29/20	\$209.00	WINE
80986	PHILLIPS WINE & SPIRITS CO.	4/29/20	\$5,254.40	LIQUOR
80987	RED RIVER VALLEY CO-OP POWER	4/29/20	\$7,500.00	APRIL MNT
80988	SMALL LOT MN	4/29/20	\$141.00	LIQUOR
80989	SOUTHERN GLAZERS OF MN	4/29/20	\$492.35	LIQUOR
80990	U. S. POSTMASTER	4/29/20	\$229.43	APRIL UTILITY BILLING POSTAGE
80991	VISSER, BRUCE	4/29/20	\$416.00	FIRE,PW,ADMIN- SUBSCRIPTIONS
80992	WINE COMPANY, THE	4/29/20	\$157.00	WINE
80993	WINE MERCHANTS	4/29/20	\$438.93	WINE

\$169,634.17

Mar-20 Interim Combined Statement of Cash and Investments

Fund	Cash Balance 2/29/2020	Investment Balance 2/29/2020	MARCH Cash Debits	MARCH Cash Credits	MARCH Invest Debits	MARCH Invest Credits	Balance 3/31/2020
General Fund	(451,915.75)	393,825.21	59,786.82	162,136.94	1,136.54		(159,304.12)
	0.00						0.00
Special Revenue Funds:							0.00
TIF District 2-1 Redevelopment	0.00						0.00
TIF District 2-2 Housing	152,255.17						152,255.17
TIF District 2-3 Housing	27,831.63						27,831.63
Demolition\Blight Fund	7,844.66	12,145.45					19,990.11
(207) 2015 Revolving Loan Account	40,611.18		1,233.12				41,844.30
(208) Ada Economic Development Revolving Loan	8,414.39	3,832.97					12,247.36
Library	(35,292.53)	40,566.63		606.14			4,667.96
Community Center Maintenance Fund	(541,699.50)	717,916.83			329.10		176,546.43
Recreation Development Fund	34,635.83	40,000.00					74,635.83
Long Term Designated Capital	62,701.24	501,218.71					563,919.95
Public Works	(15,663.28)	4,690.92					(10,972.36)
Capital Project - Emergency Services Building	324.29						324.29
Capital Project - Lift Station / Force Main Project	(165,489.92)						(165,489.92)
Capital Project - New Well	0.00						0.00
Ada Event Center	165,283.92		85.00	1,552.63			163,816.29
Community Development Fund	(301,653.84)		10.00				(301,643.84)
Downtown Development District	36,872.43						36,872.43
Debt Service Funds:							0.00
2008 Lease Purchase Fire Hall	67,831.48						67,831.48
2003 G. O. Improvement Bonds (Street Project)	37,371.09	3,539.73					40,910.82
1999 G. O. Water / Sewer Rev Bonds							0.00
2000 G. O. Improvement Bonds	0.00						0.00
	0.00						0.00
Enterprise Funds:							0.00
Water and Sewer Fund	9,665.16	82,914.83	61,940.69	29,904.10			124,616.58
Electric Utility	842,406.92	10,179.15	176,378.69	116,415.08			912,549.68
Long Term Designated Capital II	112,877.14	633,319.94		54.25	1,316.39		747,459.22
Liquor	110,119.49	1,237.75	52,925.28	46,593.08			117,689.44
Total - All Funds	205,331.20	2,445,388.12	352,359.60	357,262.22	2,782.03	0.00	2,648,598.73
	2,650,719.32						

206,020.02

Frandsen Bank - Savings							1,070.51
Frandsen Bank - Money Market - General							-
Frandsen Bank - Money Market - LT Desig							-
Frandsen Bank - Fire Insurance Proceeds							-
Frandsen Bank - CD's							530,037.16
							-
American Federal Bank CD (LT Desig Cap II)							193,082.30
BancWest Investment Services (LT Desig Cap II)	G607-10400						640,098.64
BancWest Investment Services (Maintenance Funds)	G225-10400						649,052.55
BancWest Investment Services (General)	G101-10400						297,393.66
BancWest Investment Services (LT Des Cap)	G400-10400						131,843.89

Total Balances 3-31-20

2,648,598.73

February 14, 2020

Proposal QTB115179

Ms. Ashley Larson
City of Ada
15 4th Avenue East
Ada, MN 56510

Re: Proposal for Construction Materials Testing Services
Park Street and 2nd Street Improvements
SAP 054-594-001
Ada, Minnesota

Dear Ms. Larson:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services for the Park Street and 2nd Street Improvements project in Ada, Minnesota.

Our Understanding of Project

We understand this project will include the reconstruction of Park Street and 2nd Street NW located in Ada, MN. The construction will consist of pavement subgrade preparation, aggregate base placement, new concrete curb and gutter, driveways and new bituminous pavement. Improvements to the storm sewer will also be a part of this project.

This project is a City of Ada project with state-aid funding. Projects that are constructed with state-aid funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2018 Standard Specifications for Construction along with MnDOT's Schedule of Materials Control. This project is using MnDOT's 2019 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing and plant monitoring on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

Available Project Information

This proposal was prepared using the following documents and information.

- Project specifications prepared by the Norman County Highway Department, dated December 13, 2019.

- Project plans prepared by Moore Engineering, Inc., dated March 12, 2019.
- Geotechnical report No. 18.FGO.07490 prepared by Northern Technologies, dated February 2, 2019.

Braun Intertec Project Approach

Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. We have many MnDOT certified employees. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base I
- Concrete Field I
- Concrete Plant I
- Bituminous Street
- Bituminous Plant I
- MnDOT or ACI Strength Testing

Accredited Laboratory

In the 2019 SALT Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in the area.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on sub-grade and utility backfill materials.
- Perform moisture content tests at time of compaction on backfill, fill and aggregate base materials.
- Perform gradation tests on select granular borrow and aggregate base materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing.
- Laboratory compressive strength testing of cylinders.
- Perform concrete ready-mix batch plant inspections which include periodic observations of plant operations, collecting and submitting aggregate samples, cement samples and admixture samples for testing. Periodically observe and review contractor's quality control gradation and moisture testing of coarse and fine aggregates used in concrete. Perform concrete plant monitoring per MnDOT 2461 specification.
- Perform coarse and fine aggregate gradation tests.

Bituminous Related Services

- Perform bituminous plant inspections which include periodically observing the contractor's quality control testing, observing one set of contractor tests per day and collecting companion samples for quality assurance tests.
- Collect one verification sample per mix per day of production. Perform quality assurance tests on these samples which include Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity.
- Randomly determine pavement core locations.
- Observe the contractor core testing in accordance with MnDOT's specifications, which include watching quality control personnel weigh the cores at their laboratory.
- Collect companion cores and test for thickness and density of pavement cores.

Reporting and Project Management

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.

- Completed Preliminary and Final Grading and Base Report.
- Moisture, Density, Proctor and Gradation tests.
- Concrete mix designs.
- Concrete compressive strength results.
- Concrete batch plant inspection field forms.
- Completed test reports for samples sent to the MnDOT Materials Lab.
- Bituminous mix designs.
- Bituminous verification test results.
- Bituminous contractor's summary sheets.
- Random core log location worksheets.
- Copies of concrete and bituminous plant certifications.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Compaction testing will be performed using the nuclear density method on backfill and subgrade preparation material; we assume three (4) trips will be required to complete the density testing for this project.
- We understand quality compaction will be utilized for the aggregate base, and observations for the quality compaction will be performed by Moore Engineering.
- We assume four (4) sets of concrete tests will be required to complete the project.
- We assume each set of concrete cylinders will consist of four 4" x 8" cylinders with 1 cylinder tested at 7 days, and the remaining 3 cylinders tested at 28 days.
- We assume one coarse aggregate and one fine aggregate in the ready mix concrete.

- We assume bituminous paving will be completed in 3 days for this project assuming the non-wear course is completed in 1 day, and the wear course is completed in 2 days.
- We understand that marking bituminous pavement core locations, and observing the contractor coring will be performed by Moore Engineering.
- We assume the concrete will be placed over a 2 week period requiring 2 concrete batch plant inspections.
- We assume MnDOT or others will calibrate and certify the ready mix concrete plant.
- We assume MnDOT or others will calibrate and certify the bituminous plant.
- We assume Moore Engineering personnel will observe the test rolling on this project.
- We understand the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of \$18,303. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be reduced or higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached.

Additional Services

It is difficult to estimate all of the services, and the quantity of each service, that will be required for any project. Our services are also directly controlled by the schedule and performance of others. For these reasons, our actual hourly or unit quantities and associated fees may vary from those reported herein.

If the number of hours or units ultimately required exceed those assumed for purposes of this proposal, they will be invoiced at the hourly or unit rates shown in the attached tabulation. If services are ultimately required that have not been identified or described herein, they will be invoiced in accordance

with our current Schedule of Charges. Prior to exceeding our estimated fees, we will update you regarding the progress of our work.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed.** If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal (including the attached General Conditions).

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Mike Marquart at 701-492-5881 (mmarquart@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Michael P. Marquart
Project Manager



Andrew M. Valerius
Account Leader, Senior Project Manager



Ezra Ballinger, PE
Business Unit Leader, Senior Engineer

Attachments:
Cost Estimate Table
General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB115179

Park Street & 2nd Street Imp., SAP 054-594-001

Client:

City of Ada
Ashley Larson
c/o Moore Engineering, Inc.
Attn: Dan Hanson
1808 East Fir Avenue
Fergus Falls, MN 56537

Work Site Address:

Park St. & 2nd St. NW
Ada, MN

Service Description:

Construction Materials Testing Services

	Description	Quantity	Units	Unit Price	Extension
Phase 1	MN DOT Testing				
Activity 1.1	Soil Testing				\$3,544.00
207	Compaction Testing - Nuclear	14.00	Hour	86.00	\$1,204.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Select Granular Borrow	1.00	Trips	3.50	3.50
	Subgrade Preparation	2.00	Trips	3.50	7.00
	Storm Sewer	1.00	Trips	3.50	3.50
1308	Nuclear moisture-density meter charge, per hour	14.00	Each	12.00	\$168.00
1861	CMT Trip Charge	6.00	Each	60.00	\$360.00
209	Sample pick-up	3.00	Hour	86.00	\$258.00
267	Field Moisture Testing	3.00	Hour	86.00	\$258.00
1162	Sieve Analysis with 200 wash, per sample	3.00	Each	144.00	\$432.00
1318	Moisture Density Relationship (Standard), per sample	3.00	Each	198.00	\$594.00
1688AG	Percent Crushed, Aggregate Base, per sample	1.00	Each	90.00	\$90.00
5382	Lightweight particles 2.0 specific gravity (MNDOT 5-692.202 Class 5/6 Shale Content), per sample	1.00	Each	180.00	\$180.00
Activity 1.2	Concrete Testing				\$4,786.00
261	Concrete Testing	16.00	Hour	86.00	\$1,376.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb and Gutter	3.00	Trips	4.00	12.00
	Driveways	1.00	Trips	4.00	4.00
278	Concrete Cylinder Pick up	4.00	Hour	86.00	\$344.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	2.00	Trips	2.00	4.00
1861	CMT Trip Charge	8.00	Each	60.00	\$480.00
215	Concrete Ready Mix Plant Monitoring	10.00	Hour	113.00	\$1,130.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Ready Mix	2.00	Trips	5.00	10.00
1162CO	Sieve Analysis, per sample	8.00	Each	124.00	\$992.00
1364	Compressive strength of concrete cylinders (ASTM C 39),per specimen	16.00	Each	29.00	\$464.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Curb and Gutter	3.00	Set	4.00	12.00
	Driveways	1.00	Set	4.00	4.00
Activity 1.3	Bituminous Testing				\$7,036.00
222	Bituminous Verification Testing	36.00	Hour	113.00	\$4,068.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Bituminous Plant Monitoring	4.00	Trips	9.00	36.00
1861	CMT Trip Charge	4.00	Each	60.00	\$240.00
1542	Thickness and Density of Bituminous Core	8.00	Each	59.00	\$472.00

Project Proposal

QTB115179

Park Street & 2nd Street Imp., SAP 054-594-001

2689	MnDOT Asphalt Verification, per sample	3.00	Each	752.00	\$2,256.00
Activity 1.4	Project Management				\$2,937.00
238	Project Assistant	4.00	Hour	86.00	\$344.00
226	Project Manager	10.00	Hour	161.00	\$1,610.00
228	Senior Project Manager	1.00	Hour	183.00	\$183.00
1230	MnDOT Final Report	1.00	Each	800.00	\$800.00
				Phase 1 Total:	\$18,303.00

Proposal Total:	\$18,303.00
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Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

April 23, 2020

City of Ada
Brian Rasmusson
Drawer 32
Ada, MN 56510
US

RE: Mosquito Control for 2020

Dear Valued Client of Ada, MN:

Airborne Custom Spraying of Halstad, Minnesota, would like to thank you for your interest in our aerial mosquito control service. Our procedure is safe, cost-effective and specifically designed for applications in populated areas where people are concerned about controlling the nuisance and diseases (West Nile Virus) associated with mosquitoes.

Our services are unique to you because:

- The aircraft are twin-engine and dedicated for spraying over populated areas.
- The aircraft are equipped with GPS mapping, swathing, and recording.
- All aspects of operations are fully insured with a policy exclusive to aerial mosquito control over populated areas.
- The applications are licensed by the Federal Aviation Administration (FAA) and Minnesota Department of Agriculture.
- The environmentally friendly adulticide used for aerial mosquito control contains the active ingredient Permethrin. It is the safest, most effective and cost-efficient mosquitocide available today. The techniques and equipment we use to apply Permethrin will not adversely affect pets, people, gardens or the paint finish on vehicles.

Airborne Custom Spraying will provide its service at a fee of \$2.80 per acre, which includes all program development, chemical, and application costs. For Ada, MN, our GPS mapping software estimates the acreage to be approximately 950 acres. There is an additional charge for ferry time to and from your city at approximately \$15.00 per application; if you work with a neighboring city this cost will be split. This estimates your total application charge, with full ferry fee, to be \$2,675.00.

Development of a spray program for your area may depend upon the intensity of mosquito populations or budget limitations. Examples of established programs include:

- Applications starting in May and continuing at two-week intervals thereafter.
- Three applications throughout the summer months.
- Spraying only for special outdoor events.
- Spraying for West Nile Virus when found in host.

Our clients find that we offer a low-cost program resulting in optimum mosquito control through the responsible and conscientious manner in which we work.

Enclosed is the necessary paperwork to comply with the FAA and Minnesota Department of Agriculture for aerial mosquito control. The following paperwork must be approved and **signed by the Mayor of your city.** Completed applications are **NOT** a contract and **DO NOT** commit you to spraying.

1. Authorization Application.
2. Provide aerial mosquito control contacts and phone numbers.
3. Map indicating proposed spray area and vertical obstructions over 150 feet high.

Please return all paperwork with original signatures to our mailing address. Your prompt attention to this paperwork will enable us to obtain approvals as quickly as possible.

Thank you for your consideration and we look forward to serving you.

Sincerely,



Rob Aslesen
Owner / Operator

Enclosures



AUTHORIZATION APPLICATION

I understand that Airborne Custom Spraying is required to obtain the approval for aerial spraying over the city of Ada, MN by an authorized representative.

By the powers granted to me, I hereby give my approval for the low flying aircraft waivers required by the Federal Aviation Administration to Airborne Custom Spraying.
(This application must be signed by the Mayor of this city.)

City Mayor's Authorized Signature

Printed Name

Date

Please complete application as soon as possible and return to
Airborne Custom Spraying for processing and filing.

Expiration Date: *October 31, 2020*



Contact Sheet for *Ada, MN*

Please review and update the information below.

Billing Address: Drawer 32
Ada, MN 56510

 County: Norman
 Acres: 950

Mayor: John Hintz
 Email Address: jhintz@adamn.gov
 Telephone: (W) 218-784-7100
 (H) _____
 (C) 701-412-5517

Contact Person 1: James Leiman (Primary)
 Contact Position: City Administrator
 Email Address: jleiman@adamn.gov
 Telephone: (W) 218-784-5522
 (H) _____
 (C) _____

Contact Person 2: Brian Rasmusson
 Contact Position: Public Works Director
 Email Address: brasmusson@adamn.gov
 Telephone: (W) 218-784-5537
 (H) 218-861-6608
 (C) 218-784-8340

Please list contact info and indicate location(s) on the map:

	Telephone	Email Address
Police / Sheriff:	_____ / _____	_____ / _____
Fire:	_____ / _____	_____ / _____
Ambulance:	_____ / _____	_____ / _____

	Name	Telephone
Bee Hives/ Sensitive Areas:	_____ / _____	_____ / _____
	Lat / Long	Location
Towers:	_____ / _____	_____ / _____
	_____ / _____	_____ / _____

Please list the radio and television stations you prefer be used for your city's public service announcements.

<u>FM 105.1</u>	<u>Froggy 99.9</u>	<u>KRJB-FM</u>
<u>KVLY/KXJB</u>	<u>Radio Fargo Moorhead</u>	<u>The Fox 107.9</u>
<u>WDAY-Radio</u>	_____	_____

Airborne Custom Spraying 2020 Spray Season Ada, MN

Proposed Spray Area
Summer 2020

Please use a green highlighter to draw any modifications to the proposed spray area.

Mark any additional vertical obstructions with an asterisk (*) and highlight in orange. Enter the height of the obstruction next to the asterisk.

Mark any sensitive areas and/or bee hives with an asterisk (*) and highlight in red.

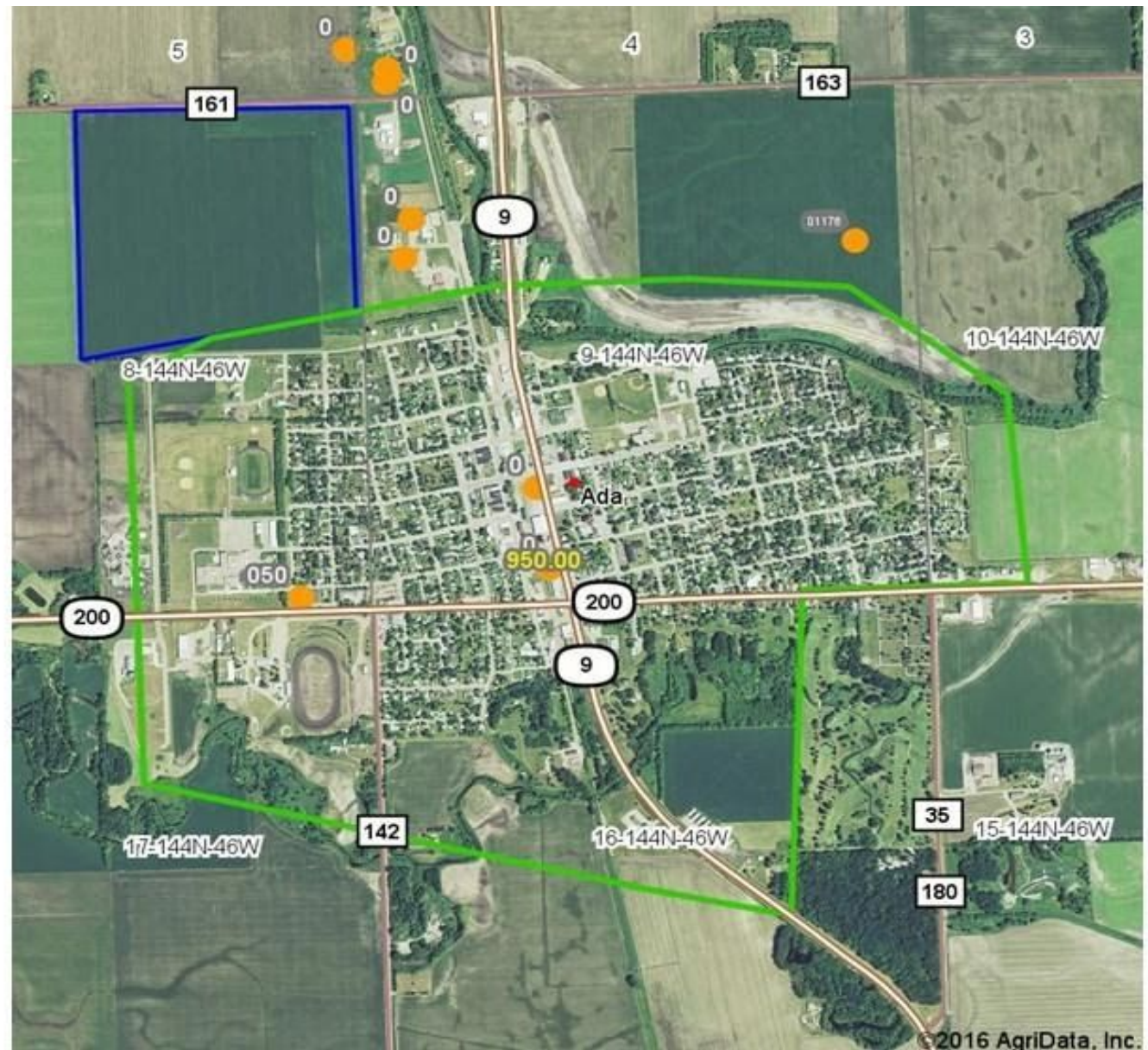
Color Key

Green - Spray Area

Orange - High Obstruction

Blue - Emergency Landing

Red - Sensitive Areas/Bee Hives



RESOLUTION NO. 2020 -05-01

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

A Resolution authorizing the sale of the following described properties:

Lot Two (2), Block One (1), Rage Addition, City of Ada, County of Norman, State of Minnesota.

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

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

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

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

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

Ayes:

Nayes:

Abstention:

Dated:

John Hintz, Mayor

ATTEST:

Ashley Larson, City Administrator